



PENTWATER TOWNSHIP BOARD

AGENDA PACKET

REGULAR BOARD MEETING

April 12, 2023 at 6:00 p.m.

Lynne Cavazos, Supervisor
Heather A. Douglas, Treasurer
Maureen H Murphy, Clerk

Mike Flynn, Trustee
Dean Holub, Trustee

PENTWATER TOWNSHIP BOARD MEETING
Regular Meeting

April 12, 2023 at 6:00 p.m.
Pentwater Community Hall
500 N. Hancock Street, Pentwater, MI 49449

Join Zoom Meeting
<https://us02web.zoom.us/j/81618451632?pwd=TVVkUVZvOW56Ty90cUpPOEk2RDFCQT09>
Meeting ID: 816 1845 1632
Passcode: 184586

AGENDA
(Revised at meeting)

1. Call to Order/Pledge
2. Roll Call
3. Consent Agenda – Review & Action
 - a. Minutes of March 8th and March 28, 2023
 - b. Correspondence, if any
 - c. Monthly Budget Reports for General Fund, Cemetery Fund, Fire Dept Fund, and ARPA Fund
 - d. 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
10. Fire Department Agenda/Minutes
11. Recreation Report
12. Staff Reports
 - a. Zoning Administrator
 - b. Assessor
 - c. Cemetery Sexton (April thru Oct)
 - d. Transfer Station (April thru Oct)

13. Unfinished Business

- a. Review & Action: Treasurer's Request to Attend Annual MMTA Training (Added item)

14. New Business

- a. Review & Action: Proposal to Change Payment Processing Company
- b. Review & Action: Village Conveyance of North Sewer System to Township
- c. Review & Action: Village Conveyance of South Sewer System to Township
- d. Review & Action: Memorandum of Understanding for Sewage Treatment Services
- e. Review & Action: Professional Services Agreement for Operation & Maintenance of Township Sewer Systems
- f. Review & Action: Transfer Station – Proposed Rate Changes
- g. Review & Action: ~~Transfer Station – Permitting Process (Deleted item)~~
- h. Discussion: Proposed Sale of Township Property – Parcel# 64-044-560-076-00
- i. Discussion: STG Website Development Proposal

15. Public Comments

16. Other Items from Board Members

17. Adjournment

Agenda Amendment

I am requesting permission from the Board to attend the Michigan Municipal Treasurer's Association (MMTA)'s 2023 Basic Institute for my 2nd Year Michigan Certified Professional Treasurer (MiCPT) Certification. The Institute will be held the week of April 23, 2023, in Lansing, Michigan.

The MiCPT certification is a nationally recognized credential for municipal treasurers. It demonstrates that I have the knowledge and skills necessary to effectively manage a municipality's finances. The Basic Institute is a required component of the MiCPT certification program.

The Institute will provide me with the opportunity to learn about the latest trends and best practices in municipal finance. I will also have the chance to network with other municipal treasurers from across the state.

I believe that attending the Institute will be a valuable investment in my professional development. It will help me to better serve the citizens of our municipality and to ensure that our finances are managed soundly.



A General Law Township

Pentwater Township Regular Board Meeting

Consent Agenda Items

April 12, 2023

- Prior Meeting Minutes:
 - Township Regular Board Meeting - March 8, 2023
 - FY 2023/24 Budget Workshop - March 28, 2023
- Correspondence: Barb Brown Re: Planning Commission Meeting – Fence concern
- Financial Reports 4/01/22 thru 3/31/23 (Fiscal Year End)
- Claims/Bills for the period 3/8/23 – 4/11/23 as follows:
 - Township - \$48,293
 - Cemetery - \$4,000
 - Fire - \$54,256
 - Road - \$0

<p style="text-align: center;">PENTWATER TOWNSHIP BOARD PENTWATER COMMUNITY HALL 500 N. HANCOCK STREET, PENTWATER, MI 49449 Approved Minutes Regular Meeting of Wednesday, March 8, 2023 & Public Hearing on Proposed 2023/2024 Budgets</p> <p style="text-align: center;">ZOOM Available for Audience</p>	
<p>Supervisor Cavazos called the meeting to order at 6:00 PM</p> <p>Members Present: Douglas, Flynn, Cavazos</p> <p>Members Absent: Holub, Murphy</p> <p>Staff Present: Keith Edwards, Zoning Administrator & Deputy Supervisor; Glenn Beavis, Deputy Clerk & Recording Secretary</p> <p>Others Present: Albert Brosky; Ron Christians; Jean Russell; Dean Gustafson; Steve Bishop, Fleis & Vandenbrink</p> <p>Present via Zoom: Maureen Murphy, Dean Holub, Amy LaBarge, Bill Gigowski</p>	<p>CALL TO ORDER</p> <p>ROLL CALL</p>
<p>Moved by Douglas seconded by Flynn to accept the consent agenda as follows:</p> <ul style="list-style-type: none"> • Prior Meeting Minutes of February 8, 2023 & February 21 • Correspondence: None • Financial Reports 4/1/22 thru 2/28/23 • Claims/Bills for the period February 10 – March 9 as follows: <ul style="list-style-type: none"> ○ Township - \$29,428 ○ Cemetery - \$3,134 ○ Fire - \$2,215 ○ Road - \$0 <p>Roll call vote: YES: Douglas, Flynn, Cavazos NO: None</p> <p>Motion carries.</p>	<p>CONSENT AGENDA</p> <p>Review & Action</p>
<p>Supervisor Cavazos presented the Regular Meeting Agenda.</p> <p>Moved by Flynn seconded by Douglas to accept the agenda as presented with exception of moving New Business agenda items “O” & “P” to the beginning of New Business. Voice vote. All Ayes. Motion</p>	<p>MEETING AGENDA</p> <p>Review & Action</p>

carries.	
None	PUBLIC COMMENT ON AGENDA ITEMS
The Regular Meeting was adjourned by Supervisor Cavazos at 6:05 PM	ADJOURN REGULAR MEETING
The Public Hearing on the Proposed 2023/24 Budget was opened by Supervisor Cavazos at 6:06 PM.	OPEN PUBLIC HEARING ON PROPOSED FY2023/24 BUDGET
<p>Members Present: Flynn, Douglas, and Cavazos</p> <p>Members Absent: Holub, Murphy</p> <p>Staff Present: Keith Edwards, Zoning Administrator & Deputy Supervisor; Glenn Beavis, Deputy Clerk & Recording Secretary</p> <p>Others Present: Albert Brosky; Ron Christians; Jean Russell; Dean Gustafson; Steve Bishop, Fleis & Vandenbrink</p> <p>Present via Zoom: Maureen Murphy, Dean Holub, Amy LaBarge, Bill Gigowski</p>	ROLL CALL
<p>Supervisor Cavazos presented the tentative 2023/24 Budgets for the General Fund, Road Fund, Fire Department Fund, Cemetery Fund, ARPA Fund, and Sewer Fund in the amounts of \$556,901, \$128,345, \$445,568, \$119,586, \$67,017, and \$253,500 respectively. The Township wages reflect an increase of 5.0%.</p> <p>Supervisor Cavazos also noted the following:</p> <ul style="list-style-type: none"> • The <i>current year</i> General Fund budget includes a “Sewer Utilities” department. This department has been deleted from the proposed FY 2023/24 budget and instead are set up as a stand-alone enterprise fund (see below) • The Road Fund budget includes \$6,200 that will be transferred in from the General Fund to support the planned road improvements • The Fire Department budget was set by their board & is taking no wage increase for this fiscal year • The Cemetery Fund budget includes monies to address rust in water • ARPA Fund budgeted monies will likely be used in support of the 	PRESENTATION OF TENTATIVELY APPROVED 2023/24 BUDGETS FOR GENERAL FUND, CEMETERY FUND, FIRE DEPARTMENT FUND, ROAD FUND, ARPA FUND, and SEWER FUND

<p>newly acquired sewer systems</p> <ul style="list-style-type: none"> The Sewer Fund budget includes an estimate for anticipated monies that will be transferred in from the Village to the Township. 	
None	PUBLIC COMMENTS ON PROPOSED BUDGETS 2023/24
The Public Hearing on the Proposed 2022/23 Budget was adjourned by Supervisor Cavazos at 6:24 PM.	ADJOURN PUBLIC HEARING
The Regular Meeting of the Township Board reconvened at 6:25 PM and Supervisor Cavazos called the Meeting to Order.	RECONVENE REGULAR MEETING & CALL TO ORDER
<p>Members Present: Douglas, Flynn, Cavazos</p> <p>Members Absent: Holub, Murphy</p> <p>Staff Present: Keith Edwards, Zoning Administrator & Deputy Supervisor; Glenn Beavis, Deputy Clerk & Recording Secretary</p> <p>Others Present: Albert Brosky; Ron Christians; Jean Russell; Dean Gustafson; Steve Bishop, Fleis & Vandenbrink</p> <p>Present via Zoom: Maureen Murphy, Dean Holub, Amy LaBarge, Bill Gigowski</p>	ROLL CALL
<p>Supervisor Cavazos reported:</p> <ol style="list-style-type: none"> March 8, 2023 is International Women’s Day! We would like to recognize the many contributions and achievements of women around the world. Explanation of Resolution requested by the Protect the Pentwater, Channel Committee <p>The Pentwater Township Board has been asked to approve a resolution in favor of the Pentwater Lake Improvement Board (PLIB) including dredging in their next 5-years plan that will begin in 2024 and possible funding options.</p> <p>The Township Board is waiting to hear from the County Drain Commissioner’s legal counsel before taking action on this request for a resolution.</p> <ol style="list-style-type: none"> Friends of the Pentwater Cemetery: 	SUPERVISOR’S REPORT

<ul style="list-style-type: none"> • A. new opportunity is available to be a volunteer and supporter of the Pentwater Township Cemetery. Flyers are available to anyone interested in becoming involved. • The first organization meeting will be held on Tuesday, April 11,2023 at 6:00 PM at the Centenary Methodist Church in Pentwater. 4. This spring we will be moving forward with completing the lining of the Township parking lot, landscaping around the building, and needed repairs to the front entrance deck. 	
<p>Clerk Murphy was out ill and did not prepare a report.</p>	<p>CLERK’S REPORT</p>
<p>Treasurer Douglas report was received and placed on file. She continued to express pleasure at earned interest in all Michigan Class accounts – 4.75%. She and her deputy are looking forward to BS&A sewer billing training that is coming up at the end of the month.</p>	<p>TREASURER’S REPORT</p>
<p>The Fire Department Report, Library Report and Recreation Report were all received and placed on file.</p>	<p>OTHER DEPARTMENTAL REPORTS Library, Recreation and Fire Department</p>
<p>The Zoning and Assessing Reports were received and placed on file. The Board of Review organizational meeting was held on March 7 in preparation for BoR meetings scheduled for March 14th (3:00PM – 9:00PM)and March 16th (9:00AM- 3:00PM).</p> <p>There were no reports for the Cemetery and Transfer Station as they are closed until April.</p>	<p>STAFF REPORTS – Zoning, Assessing, Cemetery, Transfer Station</p>
<p><i>Note: By direction of The Board, NEW BUSINESS “O” & “P” were addressed in advance of all other new business. (See below).</i></p>	<p>NEW BUSINESS – O & P Fleis & Vandenberg Professional Services Agreement & Engineering Services Proposal</p>
<p>Moved by Cavazos and seconded by Douglas to authorize the Township Supervisor to execute a Professional Service Agreement with Fleis & Vandenbrink (F&V).</p> <p>Steve Bishop, F&V Project Manager will be our primary point of contact, and Danelle Smith will be our alternate point of contact. The contract consists of a three-year term commencing March 9, 2023 through March 31, 2026.</p> <p>Roll call vote:</p>	<p>NEW BUSINESS - O Professional Services Agreement for Township Engineer – Fleis & Vandenbrink</p>

<p>YES: Cavazos, Douglas, Flynn NO: None Motion carries</p>	
<p>Moved by Flynn and seconded by Douglas to authorize the Township Supervisor to approve the proposal and execute an agreement with Fleis and Vandenbrink to evaluate Township North and Township South Sanitary Sewer Systems.</p> <p>Deputy Supervisor Edwards also requested that \$5,200 be transferred from current fiscal year's Dept 527 Sewer Utilities "Repair/Maintenance" budgeted activity to "Contract Services" budgeted activity within the same department. No action was taken on this request during the meeting. (Note: In a post-meeting discussion between Edwards & Beavis it became clear that the anticipated contract service expenditures will not come in until <i>after</i> the end of the current fiscal year, so implementation of this request would serve no purpose. However, what does seem to deserve consideration is to amend the just approved FY2023-24 budget to transfer funds from the General Fund to the newly created Sewer Fund. This will be discussed further between all parties involved)</p> <p>Roll call vote: YES: Flynn, Douglas, Cavazos NO: None Motion carries</p>	<p>NEW BUSINESS - P Fleis & Vandenbrink Engineering Proposal to Evaluate Condition of "Township North" & "Township South" Sanitary Sewer Systems</p>
<p>Moved by Douglas and seconded by Flynn to approve Resolution No. 2023-04 adopting FY 2023/24 budgets as follows:</p> <ul style="list-style-type: none"> • General Fund: \$556,901 • Cemetery Fund: \$119,586 • Fire Department Fund: \$445,568 • Road Fund: \$128,345 • ARPA Fund: \$67,017 • Sewer Fund: \$253,500 <p>Roll call vote: YES: Douglas, Flynn, Cavazos NO: None</p>	<p>NEW BUSINESS - A Review & Action Resolution #2023-04 Adoption of FY 2023/24 General Fund, Cemetery Fund, Fire Department Fund, Road Fund, ARPA Fund, and Sewer Fund Budgets</p>

<p>Motion carries</p> <p>Moved by Flynn and seconded by Douglas to approve Resolution No. 2023-05 adoption of Annual Salary and Per Diem Schedule for FY 2022/23 which reflects a 5.0% increase.</p> <p>Roll call vote: YES: Flynn, Douglas, Cavazos NO: None</p> <p>Motion carries</p>	<p>NEW BUSINESS - B Review & Action Resolution #2023-05 Adoption of Annual Salary/Per Diem Schedule</p>
<p>Moved by Douglas and seconded by Flynn to approve Resolution No. 2023-06 designating bank depositories for Pentwater Township Funds for FY 2023/24 after removing 5th/3rd & Westshore banks from the list (no longer being used).</p> <p>Roll call vote: YES: Douglas, Flynn, Cavazos NO: None</p> <p>Motion carries</p>	<p>NEW BUSINESS - C Review & Action Resolution #2023-06 Pentwater Township Depositories</p>
<p>Moved by Cavazos and seconded by Douglas to approve Resolution No. 2023-07 regarding authorization to buy and sell property during FY 2023/24.</p> <p>Roll call vote: YES: Cavazos, Douglas, Flynn NO: None</p> <p>Motion carries</p>	<p>NEW BUSINESS - D Review & Action Resolution #2023-07 Authorization to Buy and Sell</p>
<p>Moved by Douglas and seconded by Flynn to approve Resolution No. 2023-08 adopting the FY 2023/24 Wage and Salary Schedule for Non-Elected Personnel which represents a 5.0% increase.</p> <p>Roll call vote: YES: Douglas, Flynn, Cavazos NO: None</p> <p>Motion carries</p>	<p>NEW BUSINESS - E Review & Action Resolution #2023-08 Wages & Salaries for Non-Elected Personnel</p>
<p>Moved by Cavazos and seconded by Flynn to approve Resolution No. 2023-09 directing Treasurer Douglas to transfer \$25,000 into the Fund Balance Policy savings account.</p> <p>It is up to the Treasurer's discretion which savings account(s) these monies will come from.</p> <p>Roll call vote:</p>	<p>NEW BUSINESS - F Resolution #2023-09 Fund Balance Policy Savings Account Balance Increase</p>

<p>YES: Cavazos, Flynn, Douglas NO: None Motion carries</p>	
<p>Moved by Flynn and seconded by Douglas to make the following Township Board Committee appointments: Heather Douglas, Treasurer – Township Planning Commission Mike Flynn, Trustee – Township Zoning Board of Appeals Lynne Cavazos, Supervisor – Pentwater Lake Improvement Board Dean Holub, Trustee – Road Committee</p> <p>Roll call vote: YES: Flynn, Douglas, Cavazos NO: None Motion carries</p>	<p>NEW BUSINESS - G Review & Action Township Board Committee Appointments for 2023/24</p>
<p>Moved by Douglas and seconded by Flynn to make the following Township Staff appointments (annual appointment): Keith Edwards, Zoning Administrator & Ordinance Enforcement Officer Robert Miller, Township Transfer Site Attendant Rob Lynn, Cemetery Sexton helper Chris Bailey, Cemetery Sexton Barbie Eaton, Township Assessor</p> <p>Roll call vote: YES: Douglas, Flynn, Cavazos NO: None Motion carries</p>	<p>NEW BUSINESS - H Review & Action Township Staff Appointments for 2023/24</p>
<p>Moved by Flynn and seconded by Douglas to appoint Mika Meyers PLC as the Township Attorneys.</p> <p>Roll call vote: YES: Flynn, Douglas, Cavazos NO: None Motion carries</p>	<p>NEW BUSINESS - I Review & Action Township Attorney Appointment for 2023/24</p>
<p>Moved by Douglas and seconded by Flynn to reappoint John (Buz) Graettinger Jr. and Paula DeGregorio to the Township Planning Commission commencing April 1, 2023 through March 31, 2026</p> <p>Voice vote. Motion carried. Planning Commission Members (3 year term): John Graettinger – Expires 3/31/23 Paula DeGregorio – Expires 3/31/23 Pat Hooyman – Expires 3/31/24</p>	<p>NEW BUSINESS - J Reappointment to Planning Commission</p>

<p>Terry Cluchey – Expires 3/31/24 Peter Zangara – Expires 5/31/25 Tony Monton – Expires 5/31/25 Heather Douglas – Annual by Board Appointment</p>	
<p>Moved by Cavazos and seconded by Douglas to reappoint Jean Russell to the Pentwater Township Zoning Board of Appeals (ZBA) for another three year term expiring March 31, 2026.</p> <p>Roll call vote: YES: Cavazos, Douglas, Murphy, Flynn NO: None</p> <p>Motion carries</p> <p>Zoning Board of Appeals Members (3 year term): Terry Cluchey – Annual by Planning Commission Mike Flynn – Annual by Board Appointment Randy Hepworth – Expires 3/31/24 Jean Russell – Expires 3/31/23 Mark Trierweiler – Expires 8/10/25 Jeff Wrisley – Expires 5/11/25</p>	<p>NEW BUSINESS - K Reappointment to Zoning Board of Appeals</p>
<p>Moved by Flynn and seconded by Douglas to reappoint John Faas, Tom Hicks, Pat Hooyman, and Tim Cole to the Pentwater Township Road Committee for another three year term expiring March 31, 2026.</p> <p>Roll call vote: YES: Flynn, Douglas, Cavazos NO: None</p> <p>Motion carries</p> <p>Road Committee Members (3 year term): John Faas – Expires 3/31/23 Tom Hicks – Expires 3/31/23 Pat Hooyman - Expires 3/31/23 Tim Cole - Expires 3/31/23 Dean Holub – Annual by Board Appointment</p>	<p>NEW BUSINESS - L Reappointment to Road Committee</p>
<p>Moved by Cavazos and seconded by Flynn to approve the bid from Michigan Chloride Sales for brining of unpaved roads in Pentwater Township for the 2023/24. Said bid is for two applications of 19% - 21% Calcium Chloride per gallon at 2,500 gallons per mile for 10.4 miles of Township roads.</p> <p>Roll call vote:</p>	<p>NEW BUSINESS - M 2023 Road Brining</p>

<p>YES: Cavazos, Flynn, Douglas NO: None Motion carries</p>	
<p>Moved by Douglas and seconded by Flynn to authorize the Supervisor to execute the 2023 Manistee, Mason, and Oceana Counties Household Hazardous Waste (HHW) Program Contract in the amount of \$500. Said payment will be made payable to the Mason-Lake Conservation District, which serves as the fiduciary for the HHW Program.</p> <p>Roll call vote: YES: Douglas, Flynn, Cavazos NO: None Motion carries</p>	<p>NEW BUSINESS - N Household Hazardous Waste Program</p>
<p>Moved by Douglas and seconded by Flynn to direct Supervisor Cavazos & Clerk Murphy to renew Access Agreement in the amount of \$7,500 for use of Park Place Community Building by Township Residents.</p> <p>Roll call vote: Douglas, Flynn, Cavazos YES: NO: None Motion carries</p>	<p>UNFINISHED BUSINESS - A Access Agreement for Park Place Community Building</p>
<p>None</p>	<p>PUBLIC COMMENTS</p>
<p>None</p>	<p>OTHER ITEMS from BOARD MEMBERS</p>
<p>Moved by Douglas and seconded by Flynn to adjourn the meeting 7:16 PM. Motion carried.</p>	<p>ADJOURNMENT</p>
<p>_____</p>	<p>Prepared by Deputy Clerk Glenn Beavis</p>
<p>Maureen Murphy, Township Clerk</p>	<p>_____</p>
<p>_____</p>	<p>Date</p>
<p>_____</p>	<p>_____</p>

<p>expenditures incurred. It should be noted that actual expenditures were less than what was originally budgeted for the year.</p> <p>Motion by Flynn, seconded by Cavazos to approve the proposed <u>Fire Fund</u> amendment as presented. This revision better aligns with actual revenue received which were greater than originally budgeted, and realigns several budgeted expenditure line items against actual expenditures incurred. It should be noted that actual expenditures were less than what was originally budgeted for the year.</p>	
None	PUBLIC COMMENTS
None	OTHER ITEMS FROM BOARD MEMBERS
The meeting was adjourned at 12:25 p.m.	ADJOURNMENT
<p>_____</p> <p>Maureen Murphy, Township Clerk</p>	<p>_____</p> <p>Date</p> <p>Minutes Prepared by Glenn Beavis, Deputy Clerk</p>

Supervisor

From: Barb Brown <barb.brown1107@gmail.com>
Sent: Wednesday, April 5, 2023 1:15 PM
To: Supervisor; Clerk; Zoning Administrator
Subject: Fwd: Planning Commission meeting - Tuesday, April 11th at 6:00 p.m.
Attachments: PXL_20230402_131140557.jpg; PXL_20230401_214115793.MP.jpg; PXL_20230401_154526959.jpg; PXL_20230401_154506783.jpg; PXL_20230402_140614790.MP.jpg; PXL_20230402_140639109.jpg

Hello Maureen,

I am writing you to determine how I can get on the agenda at next Tuesday's planning commission meeting. In my hometown, city council always has an open comment period at the beginning of every meeting. Does that same hold true for the Planning Commission in Pentwater Township? I will driving up from Grand Rapids to solely attend this meeting.

I have been in contact with the Supervisor and Zoning Administrator over what I am told and believe (after reading the township's zoning ordinance) that the township has no regulations in place with regard to what fence or retaining walls can be made of and I would like the commission to take under advisement amending the zoning ordinance accordingly.

The adjacent property owner (Keith and Julie Miller of 5753 W Longbridge) are in the process of construction a new garage with living quarters above it. They also own a lake home across the street from their new construction which had Pentwater Lake frontage. We voted for a variance for the Millers as to where the new building could be located on their lot, however, we were never advised that a 66 foot long metal corrugated wall (referred to as a "sea wall" by most people) approximately 44 inches high would be necessary to contain their re-arranged soil. I am lead to believe that a 2nd sea wall is going to be necessary near their "front door" which faces West toward Wintergreen – a private road. My hope is to have something underway to rectify the situation so the 2nd sea wall is required to have some decorative facing toward our back yard like I have seen elsewhere in the township - rocks, landscape bricks, or wood. A pipe dream is that the township can require the first sea wall to have decorative facing toward are lot. Due to the topography of our backyard and the fact we have a pull through driveway (from Longbridge out onto Wintergreen), we have a limited place to put our

fire pit and gathering area. As you can see from the attached pictures, the sea wall is already rusted and unsightly.

As I read the ordinance now, anyone can legally erect a sea wall around their entire yard and let the thing rust and look horrible for the neighbors. I am sure this is just an oversight and that township wants to keep Pentwater as beautiful as possible.

Kindly advise about my getting on the agenda.

Thank you.

Sincerely,
Barb Brown

Cottage: 5757 W. Longbridge

Cell: 616 644-2765

This e-mail may contain confidential or privileged information. If you are not the intended recipient, please delete it and notify the sender of the error.

User: GLENN

PERIOD ENDING 03/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-401.000	FROM PREV YEAR-END	0.00	0.00	0.00	0.00	0.00
101-000-402.000	CURRENT REAL PROPERTY	316,330.00	316,321.50	0.00	8.50	100.00
101-000-405.000	TAX ADMINISTRATION FEE	85,230.00	85,225.15	0.00	4.85	99.99
101-000-411.000	DELINQUENT REAL PROP TAX	13,000.00	0.00	0.00	13,000.00	0.00
101-000-429.000	COMM FOREST TAX	20.00	16.05	0.00	3.95	80.25
101-000-432.000	STATE PMT IN LIEU OF TAX (PILT)	4,200.00	4,194.40	0.00	5.60	99.87
101-000-434.000	TRAILER PARK TAX	220.00	216.00	0.00	4.00	98.18
101-000-445.000	PENALTY & INTEREST TAXES	100.00	0.00	0.00	100.00	0.00
101-000-477.000	FRANCHISE FEES (CHARTER COMM)	7,000.00	6,869.50	0.00	130.50	98.14
101-000-479.000	ZONING PERMIT FEES	2,250.00	2,325.00	260.00	(75.00)	103.33
101-000-481.000	PLANNING COMMISSION REVIEW FEES	300.00	900.00	0.00	(600.00)	300.00
101-000-546.000	METRO ACT	4,100.00	4,065.70	0.00	34.30	99.16
101-000-549.000	ELECTION REIMBURSEMENT	5,130.00	5,127.28	1,500.00	2.72	99.95
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00	0.00	0.00	0.00	0.00
101-000-574.000	STATE SHARED REVENUE	97,662.00	97,662.00	13,973.00	0.00	100.00
101-000-603.000	ZBA FEES	1,640.00	1,640.00	0.00	0.00	100.00
101-000-628.000	TRANSFER SITE FEES	9,791.00	9,791.00	0.00	0.00	100.00
101-000-664.000	INTEREST INCOME	6,786.00	6,806.70	20.54	(20.70)	100.31
101-000-672.000	OTHER REVENUE	190.00	187.53	0.00	2.47	98.70
101-000-673.000	ZA REIMBURSEMENT	0.00	(180.00)	0.00	180.00	100.00
101-000-677.000	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
101-000-686.000	MISCELLANEOUS	4,500.00	4,500.00	0.00	0.00	100.00
101-000-699.000	TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		558,449.00	545,667.81	15,753.54	12,781.19	97.71
TOTAL REVENUES		558,449.00	545,667.81	15,753.54	12,781.19	97.71
Expenditures						
Dept 101 - TOWNSHIP BOARD						
101-101-702.000	SALARIES & WAGES	3,462.00	3,461.60	128.02	0.40	99.99
101-101-705.000	EMPLOYER FICA CONTRIB	224.00	195.39	9.80	28.61	87.23
101-101-999.000	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 101 - TOWNSHIP BOARD		3,686.00	3,656.99	137.82	29.01	99.21
Dept 171 - SUPERVISOR						
101-171-702.000	SALARIES & WAGES	33,956.00	33,956.16	2,829.68	(0.16)	100.00
101-171-702.001	DEPUTY WAGES	0.00	0.00	0.00	0.00	0.00
101-171-705.000	EMPLOYER FICA CONTRIB	2,598.00	2,597.64	216.47	0.36	99.99
101-171-815.000	EDUCATION/TRAINING	0.00	0.00	0.00	0.00	0.00
101-171-910.000	EDUCATION/TRAINING	786.00	785.81	411.15	0.19	99.98
101-171-913.000	TRAVEL	864.00	863.96	199.12	0.04	100.00
Total Dept 171 - SUPERVISOR		38,204.00	38,203.57	3,656.42	0.43	100.00
Dept 215 - CLERK						
101-215-702.000	SALARIES & WAGES	33,956.00	33,956.16	2,829.68	(0.16)	100.00
101-215-702.001	DEPUTY WAGES	26,599.00	26,593.69	1,842.93	5.31	99.98
101-215-705.000	EMPLOYER FICA CONTRIB	4,703.00	4,702.62	371.56	0.38	99.99
101-215-707.000	PAID TIME OFF	246.00	245.14	122.57	0.86	99.65

User: GLENN
DB: PENTWATER TWP

PERIOD ENDING 03/31/2023
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDTG USED
			NORMAL	(ABNORMAL)	MONTH 03/31/2023 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND									
Expenditures									
101-215-712.000	RECORDING SECRETARY	0.00	0.00		0.00		0.00		0.00
101-215-812.000	REC SECRETARY	742.00	677.30		61.84		64.70		91.28
101-215-815.000	EDUCATION/TRAINING	0.00	0.00		0.00		0.00		0.00
101-215-860.000	TRAVEL EXPENSES	0.00	0.00		0.00		0.00		0.00
101-215-910.000	EDUCATION/TRAINING	1,550.00	1,549.41		393.33		0.59		99.96
101-215-913.000	TRAVEL	2,200.00	2,154.85		199.12		45.15		97.95
101-215-956.000	MISCELLANEOUS	0.00	0.00		0.00		0.00		0.00
101-215-957.000	RPC	0.00	0.00		0.00		0.00		0.00
Total Dept 215 - CLERK		69,996.00	69,879.17		5,821.03		116.83		99.83
Dept 247 - BOARD OF REVIEW									
101-247-702.000	SALARIES & WAGES	1,517.00	1,516.10		894.92		0.90		99.94
101-247-705.000	EMPLOYER FICA CONTRIB	116.00	115.98		68.47		0.02		99.98
101-247-815.000	EDUCATION/TRAINING	0.00	0.00		0.00		0.00		0.00
101-247-860.000	TRAVEL EXPENSES	0.00	0.00		0.00		0.00		0.00
101-247-910.000	EDUCATION/TRAINING	125.00	119.00		44.00		6.00		95.20
101-247-955.000	MISCELLANEOUS	244.00	184.10		12.10		59.90		75.45
Total Dept 247 - BOARD OF REVIEW		2,002.00	1,935.18		1,019.49		66.82		96.66
Dept 253 - TREASURER									
101-253-702.000	SALARIES & WAGES	33,957.00	33,956.16		2,829.68		0.84		100.00
101-253-702.001	DEPUTY WAGES	9,226.00	9,225.25		623.08		0.75		99.99
101-253-705.000	EMPLOYER FICA CONTRIB	3,304.00	3,303.31		264.13		0.69		99.98
101-253-752.000	SUPPLIES/EQUIPMENT	420.00	526.09		0.00		(106.09)		125.26
101-253-802.000	PROF SERV SOFTW	604.00	0.00		0.00		604.00		0.00
101-253-815.000	EDUCATION/TRAINING	0.00	0.00		0.00		0.00		0.00
101-253-851.000	POSTAGE	5,608.00	5,607.14		0.00		0.86		99.98
101-253-860.000	TRAVEL EXPENSES	0.00	0.00		0.00		0.00		0.00
101-253-910.000	EDUCATION/TRAINING	3,828.00	3,827.80		1,242.33		0.20		99.99
101-253-913.000	TRAVEL	2,000.00	1,954.81		33.75		45.19		97.74
101-253-955.000	MISCELLANEOUS	0.00	(97.18)		0.00		97.18		100.00
101-253-964.000	REFUNDS	7.00	7.02		0.00		(0.02)		100.29
Total Dept 253 - TREASURER		58,954.00	58,310.40		4,992.97		643.60		98.91
Dept 257 - ASSESSOR									
101-257-702.000	SALARIES & WAGES	52,077.00	52,076.64		4,339.72		0.36		100.00
101-257-705.000	EMPLOYER FICA CONTRIB	3,984.00	3,983.87		331.99		0.13		100.00
101-257-802.001	PROF SERVICES - ATTY	565.00	563.50		0.00		1.50		99.73
101-257-804.000	PROF SER SOFTWA	2,135.00	1,615.00		0.00		520.00		75.64
101-257-851.000	POSTAGE	0.00	135.00		135.00		(135.00)		100.00
101-257-955.000	MISCELLANEOUS	0.00	1,070.47		1,070.47		(1,070.47)		100.00
Total Dept 257 - ASSESSOR		58,761.00	59,444.48		5,877.18		(683.48)		101.16
Dept 262 - ELECTION									
101-262-702.000	SALARIES & WAGES	7,875.00	7,406.60		354.83		468.40		94.05
101-262-705.000	EMPLOYER FICA CONTRIB	788.00	109.29		27.15		678.71		13.87
101-262-752.000	SUPPLIES/EQUIPMENT	4,400.00	4,398.72		0.00		1.28		99.97
101-262-801.000	ELECT SERV VILL	1,300.00	1,228.95		0.00		71.05		94.53

PERIOD ENDING 03/31/2023
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR MONTH 03/31/2023 INCREASE (DECREASE)	AVAILABLE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
Expenditures								
101-262-802.000	ELECT OTHER CON	250.00		0.00	0.00		250.00	0.00
101-262-803.000	ELECTION SOURCE - CONTRACTUAL	0.00		0.00	0.00		0.00	0.00
101-262-815.000	EDUCATION/TRAINING	0.00		0.00	0.00		0.00	0.00
101-262-851.000	POSTAGE	2,200.00		26.95	0.00		2,173.05	1.23
101-262-860.000	TRAVEL EXPENSES	0.00		0.00	0.00		0.00	0.00
101-262-910.000	EDUCATION/TRAINING	0.00		0.00	0.00		0.00	0.00
101-262-913.000	TRAVEL	150.00		86.35	0.00		63.65	57.57
101-262-955.000	MISCELLANEOUS	2,850.00		2,848.50	0.00		1.50	99.95
Total Dept 262 - ELECTION		19,813.00		16,105.36	381.98		3,707.64	81.29
Dept 265 - TOWNSHIP								
101-265-705.000	EMPLOYER FICA CONTRIB	560.00		472.69	19.71		87.31	84.41
101-265-706.000	CUSTODIAL WAGES	6,180.00		6,178.19	257.68		1.81	99.97
101-265-752.000	SUPPLIES/EQUIPMENT	6,955.00		6,944.89	331.92		10.11	99.85
101-265-802.000	PROF SERV SOFTWARE	9,800.00		9,725.28	0.00		74.72	99.24
101-265-804.000	PROF SERV-ATTOR	12,695.00		12,694.50	690.00		0.50	100.00
101-265-805.000	PROF SERV-AUDIT	5,250.00		5,212.50	0.00		37.50	99.29
101-265-806.000	OTHER SERVICES	9,500.00		9,500.00	8,000.00		0.00	100.00
101-265-806.001	PROF SERV INFO	4,000.00		3,974.35	0.00		25.65	99.36
101-265-807.000	PROF SERV WEB	350.00		333.51	0.00		16.49	95.29
101-265-808.000	BUOYS	0.00		0.00	0.00		0.00	0.00
101-265-809.000	OTHER SERVICES	650.00		576.00	0.00		74.00	88.62
101-265-815.000	EDUCATION/TRAINING	0.00		0.00	0.00		0.00	0.00
101-265-828.000	BANK FEES	0.00		470.00	0.00		(470.00)	100.00
101-265-829.000	PERMITS	0.00		0.00	0.00		0.00	0.00
101-265-850.000	UTIL PH/INTERNE	3,900.00		3,822.98	304.95		77.02	98.03
101-265-851.000	POSTAGE	2,725.00		2,705.84	0.00		19.16	99.30
101-265-854.000	COPYING	200.00		121.00	0.00		79.00	60.50
101-265-855.000	OTHER SER/CHGS	2,303.00		2,302.66	194.34		0.34	99.99
101-265-860.000	TRAVEL EXPENSES	0.00		0.00	0.00		0.00	0.00
101-265-900.000	PRINT/PUBLISH	2,800.00		2,765.11	262.35		34.89	98.75
101-265-900.001	PRINT/PUB NOTIC	1,000.00		963.38	238.50		36.62	96.34
101-265-910.000	EDUCATION/TRAINING	1,600.00		1,593.65	48.15		6.35	99.60
101-265-913.000	TRAVEL	20.00		15.21	0.00		4.79	76.05
101-265-915.000	MEMBER/DUES	6,028.00		6,027.91	0.00		0.09	100.00
101-265-915.001	MEM/DUES MML	200.00		200.00	0.00		0.00	100.00
101-265-915.002	MEM/DUES OTHER	850.00		815.08	0.00		34.92	95.89
101-265-920.000	UTILITIES	7,000.00		6,964.70	509.01		35.30	99.50
101-265-932.000	REP/MAIN MOW/SN	2,742.00		2,742.00	452.00		0.00	100.00
101-265-933.000	WEB	0.00		0.00	0.00		0.00	0.00
101-265-934.000	REP/MAIN CUSTOD	425.00		419.66	0.00		5.34	98.74
101-265-934.003	REP/MAIN MISC	6,174.00		6,173.83	175.00		0.17	100.00
101-265-935.000	INSURANCE/BONDS	10,050.00		10,044.56	0.00		5.44	99.95
101-265-937.000	WORK COMP	1,100.00		1,092.63	0.00		7.37	99.33
101-265-940.000	COPY MACH RENT	1,375.00		1,364.81	0.00		10.19	99.26
101-265-940.001	POST MACH RENT	350.00		341.04	0.00		8.96	97.44
101-265-941.000	CONTINGENCY	0.00		0.00	0.00		0.00	0.00
101-265-955.000	MISCELLANEOUS	10,451.00		10,450.79	500.00		0.21	100.00
101-265-970.000	CAP OUT-COMPUTE	0.00		0.00	0.00		0.00	0.00
101-265-970.002	CAP OUT-BLDG	0.00		0.00	0.00		0.00	0.00
101-265-970.003	CAP OUT OTHER	55,900.00		55,867.85	0.00		32.15	99.94
101-265-970.004	CAP OUT BLD REP	0.00		0.00	0.00		0.00	0.00
101-265-995.000	TRANSFERS OUT	0.00		0.00	0.00		0.00	0.00

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PERIOD ENDING 03/31/2023
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 265 - TOWNSHIP		173,133.00	172,876.60	11,983.61	256.40	99.85
Dept 445 - DRAIN						
101-445-875.000	AT LARGE DRAINAGE ASSESSMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 445 - DRAIN		0.00	0.00	0.00	0.00	0.00
Dept 526 - TRANSFER STATION						
101-526-702.000	SALARIES & WAGES	10,825.00	10,819.62	0.00	5.38	99.95
101-526-705.000	EMPLOYER FICA CONTRIB	850.00	827.71	0.00	22.29	97.38
101-526-752.000	SUPPLIES/EQUIPMENT	200.00	198.75	0.00	1.25	99.38
101-526-802.000	CONTRACTUAL SER	0.00	0.00	0.00	0.00	0.00
101-526-900.000	PRINT/PUBLISH	350.00	348.00	0.00	2.00	99.43
101-526-934.000	REP/MAINT	0.00	0.00	0.00	0.00	0.00
101-526-940.000	RENTALS	20,100.00	20,100.65	0.00	(0.65)	100.00
101-526-940.001	EQUIP RENT/JONS	900.00	900.00	105.00	0.00	100.00
101-526-956.000	MISCELLANEOUS	600.00	600.00	0.00	0.00	100.00
101-526-964.000	REFUNDS	0.00	0.00	0.00	0.00	0.00
Total Dept 526 - TRANSFER STATION		33,825.00	33,794.73	105.00	30.27	99.91
Dept 527 - SEWER-UTILITIES						
101-527-802.000	CONTRACT SERVICES	18,846.00	18,846.00	5,083.50	0.00	100.00
101-527-829.000	PERMITS	6,000.00	6,000.00	0.00	0.00	100.00
101-527-851.000	POSTAGE	20.00	12.45	0.00	7.55	62.25
101-527-920.000	UTILITIES	0.00	0.00	0.00	0.00	0.00
101-527-932.000	REPAIR/MAINT	0.00	0.00	0.00	0.00	0.00
101-527-955.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
101-527-970.000	SEW/LAND CAP OU	0.00	0.00	0.00	0.00	0.00
Total Dept 527 - SEWER-UTILITIES		24,866.00	24,858.45	5,083.50	7.55	99.97
Dept 597 - DOC/RECREATION/PLIB						
101-597-802.000	CONT SER DOCK	400.00	400.00	0.00	0.00	100.00
101-597-804.000	CONT SERV REC	7,500.00	7,500.00	0.00	0.00	100.00
101-597-804.100	PARK PLACE	7,500.00	7,500.00	0.00	0.00	100.00
101-597-804.200	NORTHEND PARK	0.00	0.00	0.00	0.00	0.00
101-597-805.000	CONT SERV PLIB	0.00	0.00	0.00	0.00	0.00
101-597-934.000	REP/MAIN BOAT	2,000.00	2,000.00	0.00	0.00	100.00
101-597-955.000	MISCELLANEOUS	1,230.00	1,228.84	0.00	1.16	99.91
Total Dept 597 - DOC/RECREATION/PLIB		18,630.00	18,628.84	0.00	1.16	99.99
Dept 701 - PLANNING COMMISSION						
101-701-702.000	SALARIES/WAGES	2,500.00	2,497.72	117.99	2.28	99.91
101-701-705.000	EMPLOYER FICA CONTRIB	200.00	191.11	9.03	8.89	95.56
101-701-802.000	PROF SERV ATTORNEY	0.00	0.00	0.00	0.00	0.00
101-701-804.000	PROF SERV CONSULTANT	53.00	0.00	0.00	53.00	0.00
101-701-805.000	MASTER PLAN UPDATE	5,000.00	408.72	0.00	4,591.28	8.17
101-701-812.000	RECORDING SECRETARY	0.00	0.00	0.00	0.00	0.00
101-701-815.000	EDUCATION/TRAINING	0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-701-851.000	POSTAGE	0.00	8.95	0.00	(8.95)	100.00
101-701-860.000	TRAVEL EXPENSES	0.00	0.00	0.00	0.00	0.00
101-701-900.000	NEWSPAPER PUBLICATIONS	500.00	0.00	0.00	500.00	0.00
101-701-910.000	EDUCATION/TRAINING	200.00	0.00	0.00	200.00	0.00
101-701-913.000	TRAVEL/EXPENSES	200.00	0.00	0.00	200.00	0.00
101-701-955.000	MISCELLANEOUS	0.00	16.45	6.25	(16.45)	100.00
101-701-964.000	REFUNDS	200.00	0.00	0.00	200.00	0.00
Total Dept 701 - PLANNING COMMISSION		8,853.00	3,122.95	133.27	5,730.05	35.28
Dept 702 - ZONING ADMINISTRATION						
101-702-702.000	SALARIES & WAGES	29,970.00	29,969.84	2,911.06	0.16	100.00
101-702-702.001	DEPUTY WAGES	0.00	0.00	0.00	0.00	0.00
101-702-703.000	HEARING OFFICER WAGES	0.00	0.00	0.00	0.00	0.00
101-702-705.000	EMPLOYER FICA CONTRIB	3,200.00	2,292.70	222.70	907.30	71.65
101-702-752.000	SUPPLIES/EQUIPMENT	25.00	21.15	0.00	3.85	84.60
101-702-802.000	PROF SERVICES	3,500.00	2,817.60	0.00	682.40	80.50
101-702-802.001	PROF SER ATTY	6,508.00	6,508.00	2,142.00	0.00	100.00
101-702-804.000	PROF SERV CONSU	660.00	659.27	0.00	0.73	99.89
101-702-812.000	REC SECRETARY	0.00	0.00	0.00	0.00	0.00
101-702-815.000	EDUCATION/TRAINING	0.00	0.00	0.00	0.00	0.00
101-702-860.000	TRAVEL EXPENSES	0.00	0.00	0.00	0.00	0.00
101-702-880.000	ADVERTISING-ZON	0.00	0.00	0.00	0.00	0.00
101-702-900.000	PRINT/PUBLISH	395.00	391.50	0.00	3.50	99.11
101-702-910.000	EDUCATION/TRAINING	200.00	150.00	0.00	50.00	75.00
101-702-913.000	TRAVEL	0.00	0.00	0.00	0.00	0.00
101-702-964.000	REFUNDS	189.00	125.00	0.00	64.00	66.14
Total Dept 702 - ZONING ADMINISTRATION		44,647.00	42,935.06	5,275.76	1,711.94	96.17
Dept 703 - ZONING BOARD OF APPEALS						
101-703-702.000	SALARIES & WAGES	670.00	668.62	0.00	1.38	99.79
101-703-705.000	EMPLOYER FICA CONTRIB	100.00	51.12	0.00	48.88	51.12
101-703-802.000	PROF SERV ATTY	1,000.00	0.00	0.00	1,000.00	0.00
101-703-815.000	EDUCATION/TRAINING	0.00	0.00	0.00	0.00	0.00
101-703-860.000	TRAVEL EXPENSES	0.00	0.00	0.00	0.00	0.00
101-703-900.000	PRINT/PUBLISH	755.00	754.00	0.00	1.00	99.87
101-703-910.000	EDUCATION/TRAINING	80.00	0.00	0.00	80.00	0.00
101-703-913.000	TRAVEL	49.00	0.00	0.00	49.00	0.00
101-703-955.000	MISCELLANEOUS	25.00	22.00	0.00	3.00	88.00
101-703-964.000	REFUNDS	400.00	0.00	0.00	400.00	0.00
Total Dept 703 - ZONING BOARD OF APPEALS		3,079.00	1,495.74	0.00	1,583.26	48.58
TOTAL EXPENDITURES		558,449.00	545,247.52	44,468.03	13,201.48	97.64
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		558,449.00	545,667.81	15,753.54	12,781.19	97.71
TOTAL EXPENDITURES		558,449.00	545,247.52	44,468.03	13,201.48	97.64
NET OF REVENUES & EXPENDITURES		0.00	420.29	(28,714.49)	(420.29)	100.00

REVENUE AND EXPENDITURE REPORT FOR PENTWATER TOWNSHIP
 PERIOD ENDING 03/31/2023
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
BEG. FUND BALANCE		737,183.37	737,183.37			
END FUND BALANCE		737,183.37	737,603.66			

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PERIOD ENDING 03/31/2023

DB: PENTWATER TWP

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GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 204 - ROAD FUND						
Revenues						
Dept 000						
204-000-402.000	CURRENT REAL PR	128,025.00	128,022.70	0.00	2.30	100.00
204-000-405.000	TAX AD FEE	0.00	0.00	0.00	0.00	0.00
204-000-411.000	DEL REAL P TAX	4,650.00	4,645.68	0.00	4.32	99.91
204-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00	0.00	0.00	0.00	0.00
204-000-664.000	INTEREST INCOME	1,100.00	1,088.56	0.00	11.44	98.96
204-000-699.000	TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		<u>133,775.00</u>	<u>133,756.94</u>	<u>0.00</u>	<u>18.06</u>	<u>99.99</u>
TOTAL REVENUES		<u>133,775.00</u>	<u>133,756.94</u>	<u>0.00</u>	<u>18.06</u>	<u>99.99</u>
Expenditures						
Dept 000						
204-000-702.000	SALARIES & WAGES	1,440.00	1,435.55	0.00	4.45	99.69
204-000-705.000	EMPLOYER FICA CONTRIB	110.00	109.84	0.00	0.16	99.85
204-000-805.000	PROF SERV-AUDIT	560.00	557.50	0.00	2.50	99.55
204-000-855.000	OTHER SER/CHGS	0.00	0.00	0.00	0.00	0.00
204-000-930.000	REP/MAIN BRINE	7,705.00	7,702.50	0.00	2.50	99.97
204-000-934.002	REP/MAIN INTERI	117,550.00	117,547.84	0.00	2.16	100.00
204-000-955.000	MISCELLANEOUS	6,410.00	0.00	0.00	6,410.00	0.00
Total Dept 000		<u>133,775.00</u>	<u>127,353.23</u>	<u>0.00</u>	<u>6,421.77</u>	<u>95.20</u>
TOTAL EXPENDITURES		<u>133,775.00</u>	<u>127,353.23</u>	<u>0.00</u>	<u>6,421.77</u>	<u>95.20</u>
Fund 204 - ROAD FUND:						
TOTAL REVENUES		133,775.00	133,756.94	0.00	18.06	99.99
TOTAL EXPENDITURES		133,775.00	127,353.23	0.00	6,421.77	95.20
NET OF REVENUES & EXPENDITURES		0.00	6,403.71	0.00	(6,403.71)	100.00
BEG. FUND BALANCE		102,394.41	102,394.41			
END FUND BALANCE		102,394.41	108,798.12			

User: GLENN
DB: PENTWATER TWP

PERIOD ENDING 03/31/2023
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23		ACTIVITY FOR MONTH 03/31/2023	AVAILABLE		% BDGT USED
		AMENDED BUDGET	YTD BALANCE 03/31/2023 NORMAL (ABNORMAL)		NORMAL	BALANCE (ABNORMAL)	
Fund 206 - FIRE FUND							
Revenues							
Dept 000							
206-000-401.000	FROM PREV YEAR-END	0.00	0.00	0.00	0.00	0.00	
206-000-402.000	CURR REAL P TAX	232,510.00	228,410.28	0.00	4,099.72	98.24	
206-000-402.100	CURR PROP TAX - EQUIPMENT	117,080.00	114,999.89	0.00	2,080.11	98.22	
206-000-411.000	DEL REAL P TAX	0.00	9,226.87	0.00	(9,226.87)	100.00	
206-000-411.100	DEL REAL TX FIRE APPARTUS	0.00	4,645.68	0.00	(4,645.68)	100.00	
206-000-552.001	STATE GRANTS FIRE	0.00	0.00	0.00	0.00	0.00	
206-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00	0.00	0.00	0.00	0.00	
206-000-573.100	LOCAL COMMUNITY STABILIZATION SHARE EQU	0.00	0.00	0.00	0.00	0.00	
206-000-664.000	INTEREST INCOME	2,950.00	2,944.23	0.00	5.77	99.80	
206-000-671.000	MISCELLANEOUS	1,400.00	1,393.47	500.00	6.53	99.53	
206-000-674.000	DONATIONS	3,500.00	3,500.00	0.00	0.00	100.00	
206-000-676.009	MFR REIMBURSE	30,980.00	0.00	0.00	30,980.00	0.00	
206-000-699.000	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		388,420.00	365,120.42	500.00	23,299.58	94.00	
TOTAL REVENUES		388,420.00	365,120.42	500.00	23,299.58	94.00	
Expenditures							
Dept 000							
206-000-955.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	
206-000-995.000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		0.00	0.00	0.00	0.00	0.00	
Dept 336 - FIRE							
206-336-702.000	SALARIES & WAGES	101,400.00	101,367.50	39,701.50	32.50	99.97	
206-336-702.002	SALARIES & WAGES FIRE 2	0.00	0.00	0.00	0.00	0.00	
206-336-703.000	PAYROLL EXPENSE	0.00	0.00	0.00	0.00	0.00	
206-336-705.000	EMPLOYER FICA CONTRIB	7,750.00	7,754.64	3,037.17	(4.64)	100.06	
206-336-721.000	UNIFORMS	2,300.00	2,262.72	0.00	37.28	98.38	
206-336-725.000	MUTA EXPENSE	0.00	0.00	0.00	0.00	0.00	
206-336-752.000	SUPPLIES/EQUIPMENT	35,850.00	35,842.66	1,317.22	7.34	99.98	
206-336-800.000	PROF/CONTRACT SERVICES	700.00	683.69	0.00	16.31	97.67	
206-336-802.000	PROF SERVICES - SOFTWARE	890.00	888.50	0.00	1.50	99.83	
206-336-805.000	PROF SERV-AUDIT	560.00	557.50	0.00	2.50	99.55	
206-336-828.000	BANK FEES	280.00	245.00	0.00	35.00	87.50	
206-336-851.000	POSTAGE	250.00	227.31	0.00	22.69	90.92	
206-336-855.000	OTHER SER/CHGS	0.00	0.00	0.00	0.00	0.00	
206-336-880.000	COMM PROMOTION	1,500.00	1,432.16	0.00	67.84	95.48	
206-336-900.000	PRINT/PUBLISH	350.00	313.15	4.63	36.85	89.47	
206-336-910.000	EDUCATION/TRAINING	1,700.00	1,655.79	0.00	44.21	97.40	
206-336-913.000	TRAVEL	1,000.00	886.23	0.00	113.77	88.62	
206-336-915.000	MEMBER/DUES	100.00	75.00	0.00	25.00	75.00	
206-336-920.000	UTILITIES	12,700.00	12,659.05	1,182.21	40.95	99.68	
206-336-931.000	REP/MAINT	25,500.00	25,488.45	1,712.69	11.55	99.95	
206-336-935.000	INSURANCE	24,000.00	23,916.15	0.00	83.85	99.65	
206-336-940.000	RENTALS	0.00	0.00	0.00	0.00	0.00	
206-336-940.001	HYDRANT RENTALS	0.00	0.00	0.00	0.00	0.00	
206-336-941.000	CONTINGENCY	15,000.00	0.00	0.00	15,000.00	0.00	
206-336-955.000	MISCELLANEOUS	13,390.00	1,168.05	39.00	12,221.95	8.72	
206-336-970.000	CAPITAL OUTLAY	18,700.00	18,634.32	0.00	65.68	99.65	
206-336-991.000	DEBT SERVICE	124,500.00	124,459.21	0.00	40.79	99.97	

REVENUE AND EXPENDITURE REPORT FOR PENTWATER TOWNSHIP

PERIOD ENDING 03/31/2023
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR MONTH 03/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BGD USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 206 - FIRE FUND								
Expenditures								
206-336-991.100	DEBT SERVICE - PRINCIPAL	0.00	0.00		0.00	0.00		0.00
206-336-991.200	DEBT SERVICE - INTEREST	0.00	0.00		0.00	0.00		0.00
Total Dept 336 - FIRE		388,420.00	360,517.08		46,994.42	27,902.92		92.82
TOTAL EXPENDITURES		388,420.00	360,517.08		46,994.42	27,902.92		92.82
Fund 206 - FIRE FUND:								
TOTAL REVENUES		388,420.00	365,120.42		500.00	23,299.58		94.00
TOTAL EXPENDITURES		388,420.00	360,517.08		46,994.42	27,902.92		92.82
NET OF REVENUES & EXPENDITURES		0.00	4,603.34		(46,494.42)	(4,603.34)		100.00
BEG. FUND BALANCE		451,495.09	451,495.09					
END FUND BALANCE		451,495.09	456,098.43					

User: GLENN

PERIOD ENDING 03/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR MONTH 03/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 209 - CEMETERY FUND								
Revenues								
Dept 000								
209-000-401.000	PAR PREV YE BAL	13,390.00		0.00	0.00		13,390.00	0.00
209-000-402.000	CURR PROP TAX	83,400.00		94,352.06	0.00		(10,952.06)	113.13
209-000-411.000	DEL REAL PP TAX	3,000.00		3,189.70	0.00		(189.70)	106.32
209-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00		0.00	0.00		0.00	0.00
209-000-607.000	SERV RENDERED	800.00		0.00	0.00		800.00	0.00
209-000-626.000	INTERMENT FEES	5,520.00		3,625.00	0.00		1,895.00	65.67
209-000-645.000	LOT SALES	10,300.00		15,300.00	200.00		(5,000.00)	148.54
209-000-646.000	COLUM SALES	6,300.00		5,800.00	0.00		500.00	92.06
209-000-647.000	SCAT GAR BRICK	300.00		0.00	0.00		300.00	0.00
209-000-664.000	INTEREST INCOME	25.00		893.59	11.08		(868.59)	3,574.36
209-000-671.000	OTHER INCOME	1,825.00		2,368.00	0.00		(543.00)	129.75
209-000-699.000	TRANSFER IN	0.00		0.00	0.00		0.00	0.00
Total Dept 000		124,860.00		125,528.35	211.08		(668.35)	100.54
TOTAL REVENUES		124,860.00		125,528.35	211.08		(668.35)	100.54
Expenditures								
Dept 567 - CEMETERY								
209-567-702.000	SALARIES & WAGES	17,241.00		17,240.08	1,419.99		0.92	99.99
209-567-704.000	ASSIST BURIALS	0.00		0.00	0.00		0.00	0.00
209-567-704.001	CEMETERY ASSISTANT	2,922.00		2,921.74	0.00		0.26	99.99
209-567-705.000	EMPLOYER FICA CONTRIB	1,576.00		1,542.38	108.63		33.62	97.87
209-567-727.000	OFFICE SUPP	0.00		0.00	0.00		0.00	0.00
209-567-752.000	SUPPLIES/EQUIPMENT	2,720.00		2,719.25	0.00		0.75	99.97
209-567-801.000	PROF SERV-ATTOR	2,298.00		2,298.00	0.00		0.00	100.00
209-567-802.000	PRO SERV SOFTWA	2,059.00		2,058.50	0.00		0.50	99.98
209-567-804.000	PROF SERV MAP	250.00		0.00	0.00		250.00	0.00
209-567-805.000	PRO SERV AUDIT	600.00		278.75	0.00		321.25	46.46
209-567-806.000	COLUM PLAQUES	2,791.00		2,487.00	0.00		304.00	89.11
209-567-807.000	BRICK ENGRAVING	0.00		0.00	0.00		0.00	0.00
209-567-810.000	FOUNDATION EXP	300.00		295.94	0.00		4.06	98.65
209-567-828.000	BANK FEES	245.00		245.00	0.00		0.00	100.00
209-567-830.008	ADMIN EXPENSE	0.00		0.00	0.00		0.00	0.00
209-567-855.000	OTHER SER/CHGS	0.00		0.00	0.00		0.00	0.00
209-567-900.000	PRINT/PUBLISH	364.00		363.00	0.00		1.00	99.73
209-567-910.000	EDUCATION/TRAINING	0.00		0.00	0.00		0.00	0.00
209-567-913.000	TRAVEL	0.00		39.30	0.00		(39.30)	100.00
209-567-915.000	MEMBER/DUES	0.00		0.00	0.00		0.00	0.00
209-567-920.000	UTILITIES	3,690.00		3,163.13	226.04		526.87	85.72
209-567-928.000	REFUNDS	2,000.00		2,490.00	490.00		(490.00)	124.50
209-567-930.000	REP/MAINT BLDGS	0.00		0.00	0.00		0.00	0.00
209-567-930.001	REP/MAINT GROUN	7,433.00		7,433.00	0.00		0.00	100.00
209-567-931.000	REP/MAINT EQUIP	0.00		0.00	0.00		0.00	0.00
209-567-931.001	REP/MAINT IRRIG	9,076.00		9,075.48	0.00		0.52	99.99
209-567-935.000	INSURANCE	445.00		353.57	0.00		91.43	79.45
209-567-941.000	CONTINGENCY	0.00		0.00	0.00		0.00	0.00
209-567-955.000	MISCELLANEOUS	1,525.00		1,524.38	0.00		0.62	99.96
209-567-970.000	CAPITAL OUTLAY	67,325.00		67,325.00	0.00		0.00	100.00
Total Dept 567 - CEMETERY		124,860.00		123,853.50	2,244.66		1,006.50	99.19

REVENUE AND EXPENDITURE REPORT FOR PENTWATER TOWNSHIP

PERIOD ENDING 03/31/2023
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL (ABNORMAL)	03/31/2023	MONTH 03/31/2023	BALANCE	
					INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 209 - CEMETERY FUND							
Expenditures							
TOTAL EXPENDITURES		124,860.00		123,853.50	2,244.66	1,006.50	99.19
<hr/>							
Fund 209 - CEMETERY FUND:							
TOTAL REVENUES		124,860.00		125,528.35	211.08	(668.35)	100.54
TOTAL EXPENDITURES		124,860.00		123,853.50	2,244.66	1,006.50	99.19
NET OF REVENUES & EXPENDITURES		0.00		1,674.85	(2,033.58)	(1,674.85)	100.00
BEG. FUND BALANCE		320,154.29		320,154.29			
END FUND BALANCE		320,154.29		321,829.14			

PERIOD ENDING 03/31/2023

% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23		ACTIVITY FOR MONTH 03/31/2023	AVAILABLE BALANCE	% BDGT USED
		AMENDED BUDGET	YTD BALANCE 03/31/2023			
Fund 286 - AMERICAN RESCUE PLAN						
Revenues						
Dept 000						
286-000-401.000	PREV YEAR-END	33,441.53	0.00	0.00	33,441.53	0.00
286-000-528.000	FEDERAL GRANTS - OTHER	33,575.47	33,575.47	0.00	0.00	100.00
286-000-665.000	INTEREST	0.00	1,477.90	0.00	(1,477.90)	100.00
286-000-666.000	DIVIDENDS	0.00	0.00	0.00	0.00	0.00
286-000-699.000	INTERFUND TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		67,017.00	35,053.37	0.00	31,963.63	52.31
TOTAL REVENUES		67,017.00	35,053.37	0.00	31,963.63	52.31
Expenditures						
Dept 000						
286-000-802.000	EXPENDITURES	67,017.00	0.00	0.00	67,017.00	0.00
286-000-821.000	OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
286-000-977.000	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00
286-000-984.000	SOFTWARE	0.00	0.00	0.00	0.00	0.00
286-000-995.000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 000		67,017.00	0.00	0.00	67,017.00	0.00
TOTAL EXPENDITURES		67,017.00	0.00	0.00	67,017.00	0.00
Fund 286 - AMERICAN RESCUE PLAN:						
TOTAL REVENUES		67,017.00	35,053.37	0.00	31,963.63	52.31
TOTAL EXPENDITURES		67,017.00	0.00	0.00	67,017.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	35,053.37	0.00	(35,053.37)	100.00
BEG. FUND BALANCE		1.60	1.60			
END FUND BALANCE		1.60	35,054.97			

PERIOD ENDING 03/31/2023
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 592 - SEWER FUND						
Revenues						
Dept 000						
592-000-488.000	UTILITY BILLING REVENUE	0.00	0.00	0.00	0.00	0.00
592-000-501.000	FEDERAL GRANTS - GENERAL	0.00	0.00	0.00	0.00	0.00
592-000-552.000	STATE GRANTS - SANITATION	0.00	0.00	0.00	0.00	0.00
592-000-580.000	OTHER GRANTS	0.00	0.00	0.00	0.00	0.00
592-000-608.000	SEWER CONNECTION FEES	0.00	0.00	0.00	0.00	0.00
592-000-610.000	LATE FEES	0.00	0.00	0.00	0.00	0.00
592-000-642.000	TWP. SEWER SALES	0.00	0.00	0.00	0.00	0.00
592-000-656.000	PENALTIES	0.00	0.00	0.00	0.00	0.00
592-000-664.000	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
592-000-671.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
592-000-699.000	TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Expenditures						
Dept 538 - SHARED N&S SEWER EXPENDITURES						
592-538-829.000	STATE PERMITS	0.00	0.00	0.00	0.00	0.00
592-538-830.001	UTILITY LOCATING SERVICES	0.00	0.00	0.00	0.00	0.00
592-538-830.002	ENGINEERING SERVICES	0.00	0.00	0.00	0.00	0.00
592-538-830.003	OPERATION SERVICES	0.00	0.00	0.00	0.00	0.00
592-538-830.004	FINANCIAL CONSULTANT SERVICES	0.00	0.00	0.00	0.00	0.00
592-538-830.005	LEGAL SERVICES	0.00	0.00	0.00	0.00	0.00
592-538-830.006	AUDITOR SERVICES	0.00	0.00	0.00	0.00	0.00
592-538-830.008	ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
592-538-851.100	POSTAGE - SEWER	0.00	0.00	0.00	0.00	0.00
592-538-995.000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 538 - SHARED N&S SEWER EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Dept 539 - SHARED N&S SEWER ADMINISTRATION						
592-539-702.000	SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00
592-539-705.000	EMPLOYER FICA CONTRIB	0.00	0.00	0.00	0.00	0.00
592-539-830.007	LIABILITY INSURANCE - SEWER	0.00	0.00	0.00	0.00	0.00
592-539-915.000	MEMBER/DUES	0.00	0.00	0.00	0.00	0.00
592-539-955.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
592-539-968.100	EQUIPMENT DEPRECIATION	0.00	0.00	0.00	0.00	0.00
592-539-970.006	CAPITAL OUTLAY - SEWER	0.00	0.00	0.00	0.00	0.00
592-539-991.100	DEBT SERVICE - PRINCIPAL	0.00	0.00	0.00	0.00	0.00
592-539-991.200	DEBT SERVICE - INTEREST	0.00	0.00	0.00	0.00	0.00
Total Dept 539 - SHARED N&S SEWER ADMINISTRATION		0.00	0.00	0.00	0.00	0.00
Dept 540 - TWP NORTH SEWER EXPENDITURES						
592-540-752.000	SUPPLIES/EQUIPMENT	0.00	0.00	0.00	0.00	0.00
592-540-800.000	PROF/CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
592-540-920.000	UTILITIES	0.00	0.00	0.00	0.00	0.00
592-540-931.000	REP/MAINT	0.00	0.00	0.00	0.00	0.00
592-540-942.000	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
592-540-970.006	CAPITAL OUTLAY - SEWER	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR PENTWATER TOWNSHIP
 PERIOD ENDING 03/31/2023
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR MONTH 03/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 592 - SEWER FUND								
Expenditures								
592-540-991.100	DEBT SERVICE - PRINCIPAL	0.00	0.00		0.00	0.00		0.00
592-540-991.200	DEBT SERVICE - INTEREST	0.00	0.00		0.00	0.00		0.00
Total Dept 540 - TWP NORTH SEWER EXPENDITURES		0.00	0.00		0.00	0.00		0.00
Dept 541 - TWP SOUTH SEWER EXPENDITURES								
592-541-752.000	SUPPLIES/EQUIPMENT	0.00	0.00		0.00	0.00		0.00
592-541-800.000	PROF/CONTRACT SERVICES	0.00	0.00		0.00	0.00		0.00
592-541-920.000	UTILITIES	0.00	0.00		0.00	0.00		0.00
592-541-931.000	REP/MAINT	0.00	0.00		0.00	0.00		0.00
592-541-942.000	EQUIPMENT RENTAL	0.00	0.00		0.00	0.00		0.00
592-541-970.006	CAPITAL OUTLAY - SEWER	0.00	0.00		0.00	0.00		0.00
592-541-991.100	DEBT SERVICE - PRINCIPAL	0.00	0.00		0.00	0.00		0.00
592-541-991.200	DEBT SERVICE - INTEREST	0.00	0.00		0.00	0.00		0.00
Total Dept 541 - TWP SOUTH SEWER EXPENDITURES		0.00	0.00		0.00	0.00		0.00
TOTAL EXPENDITURES		0.00	0.00		0.00	0.00		0.00
Fund 592 - SEWER FUND:								
TOTAL REVENUES		0.00	0.00		0.00	0.00		0.00
TOTAL EXPENDITURES		0.00	0.00		0.00	0.00		0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00		0.00	0.00		0.00
BEG. FUND BALANCE								
END FUND BALANCE								

User: GLENN
DB: PENTWATER TWP

PERIOD ENDING 03/31/2023
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR MONTH 03/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			03/31/2023	NORMAL (ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 703 - CURRENT TAX COLLECTION FUND								
Revenues								
Dept 000								
703-000-410.000	CURRENT PERSONAL PROPERTY TAXES	0.00	0.00		0.00	0.00	0.00	0.00
703-000-411.000	DEL REAL PROPERTY TAX	0.00	0.00		0.00	0.00	0.00	0.00
703-000-412.000	DEL PERSONAL PROP TAX	0.00	99.43		0.00	(99.43)	100.00	100.00
703-000-672.000	TAX ACT MISC	0.00	1,296.00		0.00	(1,296.00)	100.00	100.00
703-000-675.000	REIMBURSEMENT TO TWP TAX ACCT	0.00	0.00		0.00	0.00	0.00	0.00
703-000-689.000	CASH OVER/SHORT	0.00	61.08		0.00	(61.08)	100.00	100.00
Total Dept 000		0.00	1,456.51		0.00	(1,456.51)	100.00	100.00
TOTAL REVENUES		0.00	1,456.51		0.00	(1,456.51)	100.00	100.00
Expenditures								
Dept 000								
703-000-828.000	BANK FEES	0.00	90.00		0.00	(90.00)	100.00	100.00
Total Dept 000		0.00	90.00		0.00	(90.00)	100.00	100.00
TOTAL EXPENDITURES		0.00	90.00		0.00	(90.00)	100.00	100.00
Fund 703 - CURRENT TAX COLLECTION FUND:								
TOTAL REVENUES		0.00	1,456.51		0.00	(1,456.51)	100.00	100.00
TOTAL EXPENDITURES		0.00	90.00		0.00	(90.00)	100.00	100.00
NET OF REVENUES & EXPENDITURES		0.00	1,366.51		0.00	(1,366.51)	100.00	100.00
BEG. FUND BALANCE		4,322.38	4,322.38					
END FUND BALANCE		4,322.38	5,688.89					
TOTAL REVENUES - ALL FUNDS								
		1,272,521.00	1,206,583.40		16,464.62	65,937.60	94.82	
TOTAL EXPENDITURES - ALL FUNDS								
		1,272,521.00	1,157,061.33		93,707.11	115,459.67	90.93	
NET OF REVENUES & EXPENDITURES		0.00	49,522.07		(77,242.49)	(49,522.07)	100.00	
BEG. FUND BALANCE - ALL FUNDS		1,615,551.14	1,615,551.14					
END FUND BALANCE - ALL FUNDS		1,615,551.14	1,665,073.21					

INVOICE REGISTER REPORT FOR PENTWATER TOWNSHIP
 INVOICE ENTRY DATES 03/08/2023 - 04/11/2023
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: FDCHK

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Pay By Check Type: Paper Check							
1532	B&B FIRE DIVISON	02/28/2023	03/22/2023	1,571.85	0.00	Paid	Y
1533	CARDMEMBER SERVICES	02/24/2023	03/22/2023	39.00	0.00	Paid	Y
1534	CHARTER COMMUNICATIONS	03/05/2023	03/22/2023	297.08	0.00	Paid	Y
1535	CIRCLE K SERVICE	03/14/2023	03/22/2023	140.84	0.00	Paid	Y
1536	CONSUMERS ENERGY	02/24/2023	03/22/2023	310.32	0.00	Paid	Y
1537	DTE ENERGY	03/04/2023	03/22/2023	210.92	0.00	Paid	Y
1538	LUDINGTON DAILY NEWS, OCEANA HERA	02/28/2023	03/22/2023	4.63	0.00	Paid	Y
1539	MARK HAYNOR	03/09/2023	03/22/2023	54.00	0.00	Paid	Y
1540	PENTWATER ARTISAN LEARNING CENTER	01/11/2023	03/22/2023	0.00	0.00	Void	Y
1541	PENTWATER CONVENIENCE CENTER	03/15/2023	03/22/2023	23.00	0.00	Paid	Y
1542	PENTWATER CONVENIENCE CENTER	01/25/2023	03/22/2023	61.59	0.00	Paid	Y
1543	REPUBLIC SERVICES #240	02/25/2023	03/22/2023	149.28	0.00	Paid	Y
1544	VERIZON	02/24/2023	03/22/2023	76.02	0.00	Paid	Y
1545	WITMER PUBLIC SAFETY GROUP	03/13/2023	03/22/2023	365.99	0.00	Paid	Y
1546	WITMER PUBLIC SAFETY GROUP	03/02/2023	03/22/2023	715.92	0.00	Paid	Y
1547	WITMER PUBLIC SAFETY GROUP	03/14/2023	03/22/2023	57.45	0.00	Paid	Y
1548	WITMER PUBLIC SAFETY GROUP	03/21/2023	03/22/2023	177.86	0.00	Paid	Y
1555	PENTWATER CONVENIENCE CENTER	01/11/2023	03/24/2023	46.42	46.42	Open	N
1557	CONSUMERS ENERGY	03/27/2023	03/30/2023	284.77	284.77	Open	N

Total Pay By Check Type: Paper Check				4,586.94	331.19
# of Invoices:	19	# Due:	2	Totals:	4,586.94
# of Credit Memos:	0	# Due:	0	Totals:	0.00
Net of Invoices and Credit Memos:				4,586.94	331.19

--- TOTALS BY BANK ---					
FDCHK	FIRE DEPARTMENT CHECKING			4,586.94	
--- TOTALS BY GL DISTRIBUTION ---					
206-336-752.000	SUPPLIES/EQUIPMENT			1,363.64	
206-336-900.000	PRINT/PUBLISH			4.63	
206-336-920.000	UTILITIES			1,466.98	
206-336-931.000	REP/MAINT			1,712.69	
206-336-955.000	MISCELLANEOUS			39.00	
--- TOTALS BY FUND ---					
206 - FIRE FUND				4,586.94	331.19
--- TOTALS BY DEPT/ACTIVITY ---					
336 - FIRE				4,586.94	331.19

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Pay By Check Type: Paper Check							
1549	FRONTIER	03/10/2023	03/22/2023	102.15	0.00	Paid	Y
1550	BARBARA DAVIDSON	03/17/2023	03/22/2023	490.00	0.00	Paid	Y
1558	CONSUMERS ENERGY	03/27/2023	03/30/2023	29.39	29.39	Open	N
1559	CONSUMERS ENERGY	03/27/2023	03/30/2023	35.88	35.88	Open	N
1560	CONSUMERS ENERGY	03/27/2023	03/30/2023	29.52	29.52	Open	N
1561	CONSUMERS ENERGY	03/27/2023	03/30/2023	29.39	29.39	Open	N
1563	ROBERT PELL	04/05/2023	04/05/2023	200.00	0.00	Paid	Y

Total Pay By Check Type: Paper Check 916.33 124.18

# of Invoices:	7	# Due:	4	Totals:	916.33	124.18
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 916.33 124.18

--- TOTALS BY BANK ---
 CEMCK CEMETERY CHECKING 916.33

--- TOTALS BY GL DISTRIBUTION ---
 209-567-920.000 UTILITIES 226.33
 209-567-928.000 REFUNDS 690.00

--- TOTALS BY FUND ---
 209 - CEMETERY FUND 916.33 124.18

--- TOTALS BY DEPT/ACTIVITY ---
 567 - CEMETERY 916.33 124.18

INVOICE REGISTER REPORT FOR PENTWATER TOWNSHIP
 INVOICE ENTRY DATES 03/08/2023 - 04/11/2023
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GFCKG

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Pay By Check Type: Paper Check							
1506	CARDMEMBER SERVICES	03/28/2023	03/22/2023	2,121.15	0.00	Paid	Y
1507	CHARTER COMMUNICATIONS	03/04/2023	03/22/2023	177.97	0.00	Paid	Y
1508	CINTAS	03/16/2023	03/22/2023	97.17	0.00	Paid	Y
1509	CITIZENS RESEARCH COUNCIL OF MICH	03/20/2023	03/22/2023	8,000.00	0.00	Paid	Y
1510	CONSUMERS ENERGY	03/01/2023	03/22/2023	38.61	0.00	Paid	Y
1511	CONSUMERS ENERGY	03/01/2023	03/22/2023	56.11	0.00	Paid	Y
1512	CONSUMERS ENERGY	03/01/2023	03/22/2023	137.53	0.00	Paid	Y
1513	DTE ENERGY	03/04/2023	03/22/2023	175.73	0.00	Paid	Y
1514	FLEIS & VANDENBRINK	03/07/2023	03/22/2023	356.00	0.00	Paid	Y
1515	GLENN C BEAVIS	03/02/2023	03/22/2023	10.07	0.00	Paid	Y
1516	GLENN C BEAVIS	03/02/2023	03/22/2023	199.12	0.00	Paid	Y
1517	HEATHER DOUGLAS	03/14/2023	03/22/2023	33.75	0.00	Paid	Y
1518	KCI	02/28/2023	03/22/2023	1,205.47	0.00	Paid	Y
1519	JONS TO GO	03/20/2023	03/22/2023	105.00	0.00	Paid	Y
1520	KEITH EDWARDS	03/14/2023	03/22/2023	6.25	0.00	Paid	Y
1521	KEITH EDWARDS	03/15/2023	03/22/2023	26.84	0.00	Paid	Y
1522	INTEGRITY BUSINESS SOLUTIONS	03/13/2023	03/22/2023	12.10	0.00	Paid	Y
1523	INTEGRITY BUSINESS SOLUTIONS	03/06/2023	03/22/2023	76.47	0.00	Paid	Y
1524	INTEGRITY BUSINESS SOLUTIONS	03/06/2023	03/22/2023	19.99	0.00	Paid	Y
1525	INTEGRITY BUSINESS SOLUTIONS	03/17/2023	03/22/2023	70.97	0.00	Paid	Y
1526	LYNNE CAVAZOS	03/02/2023	03/22/2023	216.93	0.00	Paid	Y
1527	MASON-LAKE CONSERVATION DISTRICT	03/16/2023	03/22/2023	500.00	0.00	Paid	Y
1528	MIKA MYERS	03/10/2023	03/22/2023	157.50	0.00	Paid	Y
1529	MIKA MYERS	03/10/2023	03/22/2023	532.50	0.00	Paid	Y
1530	MIKA MYERS	03/10/2023	03/22/2023	1,732.50	0.00	Paid	Y
1531	MIKA MYERS	03/10/2023	03/22/2023	2,142.00	0.00	Paid	Y
1551	BS&A SOFTWARE	03/20/2023	03/23/2023	2,995.00	0.00	Paid	Y
1552	INTEGRITY BUSINESS SOLUTIONS	03/21/2023	03/23/2023	127.58	0.00	Paid	Y
1553	RYANS LAWN CARE	03/22/2023	03/23/2023	452.00	0.00	Paid	Y
1554	INTEGRITY BUSINESS SOLUTIONS	03/23/2023	03/24/2023	195.96	195.96	Open	N
1556	RICOH USA, INC - 1	03/20/2023	03/28/2023	117.52	117.52	Open	N
1562	CINTAS	03/30/2023	03/31/2023	92.95	92.95	Open	N
Total Pay By Check Type: Paper Check				22,188.74	406.43		

INVOICE REGISTER REPORT FOR PENTWATER TOWNSHIP
 INVOICE ENTRY DATES 03/08/2023 - 04/11/2023
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GFCKG

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
# of Invoices:	32	# Due:	3	Totals:	22,188.74		406.43
# of Credit Memos:	0	# Due:	0	Totals:	0.00		0.00
Net of Invoices and Credit Memos:					<u>22,188.74</u>		<u>406.43</u>

--- TOTALS BY BANK ---

GFCKG TOWNSHIP GENERAL FUND CHECKING 22,188.74

--- TOTALS BY GL DISTRIBUTION ---

101-171-910.000	EDUCATION/TRAINING	411.15
101-171-913.000	TRAVEL	199.12
101-215-910.000	EDUCATION/TRAINING	393.33
101-215-913.000	TRAVEL	199.12
101-247-910.000	EDUCATION/TRAINING	44.00
101-247-955.000	MISCELLANEOUS	12.10
101-253-910.000	EDUCATION/TRAINING	1,242.33
101-253-913.000	TRAVEL	33.75
101-257-851.000	POSTAGE	135.00
101-257-955.000	MISCELLANEOUS	1,070.47
101-265-752.000	SUPPLIES/EQUIPMENT	527.88
101-265-804.000	PROF SERV-ATTOR	690.00
101-265-806.000	OTHER SERVICES	8,000.00
101-265-850.000	UTIL PH/INTERNE	177.97
101-265-855.000	OTHER SER/CHGS	190.12
101-265-910.000	EDUCATION/TRAINING	48.15
101-265-920.000	UTILITIES	407.98
101-265-932.000	REP/MAIN MOW/SN	452.00
101-265-940.000	COPY MACH RENT	117.52
101-265-955.000	MISCELLANEOUS	500.00
101-526-940.001	EQUIP RENT/JONS	105.00
101-527-802.000	CONTRACT SERVICES	5,083.50
101-701-955.000	MISCELLANEOUS	6.25
101-702-802.001	PROF SER ATTY	2,142.00

INVOICE REGISTER REPORT FOR PENTWATER TOWNSHIP
INVOICE ENTRY DATES 03/08/2023 - 04/11/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GFCKG

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			22,188.74	406.43		
--- TOTALS BY DEPT/ACTIVITY ---							
	171 - SUPERVISOR			610.27	0.00		
	215 - CLERK			592.45	0.00		
	247 - BOARD OF REVIEW			56.10	0.00		
	253 - TREASURER			1,276.08	0.00		
	257 - ASSESSOR			1,205.47	0.00		
	265 - TOWNSHIP			11,111.62	406.43		
	526 - TRANSFER STATION			105.00	0.00		
	527 - SEWER-UTILITIES			5,083.50	0.00		
	701 - PLANNING COMMISSION			6.25	0.00		
	702 - ZONING ADMINISTRATION			2,142.00	0.00		

Check Register Report For Pentwater Township
For Check Dates 03/08/2023 to 04/11/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
04/05/2023	GFCKG	22178	BEAVIS, GLENN C	1,283.16	925.16	0.00	Open
04/05/2023	GFCKG	22179	DOUGLAS, HEATHER A	128.84	118.98	0.00	Open
04/05/2023	GFCKG	22180	FLYNN, MICHAEL W	128.02	102.79	0.00	Open
03/24/2023	GFCKG	EFT91	EFTPS TOWNSHIP	3,861.28	3,861.28	0.00	Open
03/24/2023	GFCKG	EFT94	STATE OF MICHIGAN	2,019.21	2,019.21	0.00	Open
03/22/2023	GFCKG	22144	BEAVIS, GLENN C	1,327.61	1,010.32	0.00	Open
03/22/2023	GFCKG	22145	CAVAZOS, LYNNETTE M	2,829.68	2,224.22	0.00	Open
03/22/2023	GFCKG	22146	CHRISTIANS, RONALD L	216.96	191.14	0.00	Open
03/22/2023	GFCKG	22147	DOUGLAS, HEATHER A	2,947.67	2,478.34	0.00	Open
03/22/2023	GFCKG	22148	EATON, BARBARA C	4,339.72	3,487.19	0.00	Open
03/22/2023	GFCKG	22149	EDWARDS, KEITH J	2,753.74	2,543.08	0.00	Open
03/22/2023	GFCKG	22150	FLYNN, MICHAEL W	285.34	241.37	0.00	Open
03/22/2023	GFCKG	22151	MURPHY, MAUREEN H	2,829.68	2,348.47	0.00	Open
03/22/2023	GFCKG	22152	QUINN, RICHARD L	354.83	312.60	0.00	Open
03/22/2023	GFCKG	22153	SUTTNER, LORI A	322.71	293.13	0.00	Open
03/15/2023	GFCKG	EFT89	EFTPS TOWNSHIP	475.91	475.91	0.00	Open

Totals: Number of Checks: 016
 Total Physical Checks: 13
 Total Check Stubs: 3

GF: 26,104.36
 CEM: 3,083.82
 FIRE: 49,669.47

PR TOT: 78,857.65

Check Register Report For Pentwater Township
For Check Dates 03/08/2023 to 04/11/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/29/2023	CEMCK	6149	BAILEY, CHRISTOPHER R.	1,419.99	1,262.68	0.00	Open
03/24/2023	CEMCK	EFT92	EFTPS CEMETERY	243.84	243.84	0.00	Open
03/22/2023	CEMCK	6144	BAILEY, CHRISTOPHER R.	1,419.99	1,262.68	0.00	Void
Totals:			Number of Checks: 003	3,083.82	2,769.20	0.00	
Total Physical Checks:			2				
Total Check Stubs:			1				

Check Register Report For Pentwater Township
 For Check Dates 03/08/2023 to 04/11/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/24/2023	FDCHK	3835	PENTWATER FIRE DEPT. ASSOCIATION	325.00	325.00	0.00	Open
03/24/2023	FDCHK	EFT90	EFTPS FIRE	6,219.27	6,219.27	0.00	Open
03/24/2023	FDCHK	EFT93	STATE OF MICHIGAN	2,019.21	2,019.21	0.00	Void
03/24/2023	FDCHK	EFT95	STATE OF MICHIGAN	1,404.49	1,404.49	0.00	Open
03/22/2023	FDCHK	3819	HAYNOR, MARK R.	232.50	204.83	0.00	Open
03/22/2023	FDCHK	3820	SMITH, KAREN R.	80.00	73.88	0.00	Open
03/22/2023	FDCHK	3850	BAREFOOT, MICHAEL S	3,825.00	3,344.83	0.00	Open
03/22/2023	FDCHK	3851	BOWMAN, JESSE H	3,105.00	2,710.51	0.00	Open
03/22/2023	FDCHK	3852	BOYKO, AARON N.	1,260.00	1,138.61	0.00	Open
03/22/2023	FDCHK	3853	CLUCHEY, TERRY L	5,780.00	5,067.18	0.00	Open
03/22/2023	FDCHK	3854	DILLINGHAM, KYLE W	1,370.00	1,240.19	0.00	Open
03/22/2023	FDCHK	3855	ESQUIVEL, OSCAR A	3,295.00	2,877.89	0.00	Open
03/22/2023	FDCHK	3856	HARTRUM, LAUDE E	352.00	310.12	0.00	Open
03/22/2023	FDCHK	3857	HASIL, RAYMOND S.	1,275.00	1,098.27	0.00	Open
03/22/2023	FDCHK	3858	HAYNOR, MARK R.	3,930.00	3,306.83	0.00	Open
03/22/2023	FDCHK	3859	HUGHART, JONATHAN D.	6,810.00	5,974.60	0.00	Open
03/22/2023	FDCHK	3860	KOKX, ADAM J	3,400.00	3,114.90	0.00	Open
03/22/2023	FDCHK	3861	MALBURG, JOSEPH R.	1,280.00	1,157.08	0.00	Open
03/22/2023	FDCHK	3862	SNIEGOWSKI, AMANDA J	677.00	582.01	0.00	Open
03/22/2023	FDCHK	3863	THOCHER, ZACHARY J	770.00	653.36	0.00	Open
03/22/2023	FDCHK	3864	VANDUINEN, BRADLEY J	1,985.00	1,723.79	0.00	Open
03/22/2023	FDCHK	3865	VEGA, ELIZABETH A	275.00	242.27	0.00	Open
Totals:			Number of Checks: 022	49,669.47	44,789.12	0.00	
Total Physical Checks:			19				
Total Check Stubs:			3				

Bank Balances as of:

March 31, 2023

Monthly Interest

Township Funds

Huntington Bank

General Fund Checking:	\$119,906	\$42.48
General Fund MM:	\$80,650	\$20.54
Subtotal:	\$200,555	

Mi CLASS

General Fund:	\$162,234	\$667.33
Road Fund	\$18,088	\$485.74
Hart-PTW Non-Motorized Trail Fund	\$23,116	\$95.06
Fund Balance Policy	\$94,725	\$346.83
ARPA Funds	\$68,751	\$180.05
ARPA EDGE	\$222	\$101.91
General Fund EDGE	\$187,820	\$760.17
Subtotal:	\$554,956	\$2,700.11

Total Township Funds \$755,512

Fire Department Funds

Huntington Bank

Fire Dept Checking:	-\$897	
Fire Dept Money Market:	\$23,888	\$6.99

Mi CLASS

Fire Department:	\$126,668	\$642.26
FD EDGE	\$301,414	\$1,219.92
		\$1,869.17

Total Fire Department Funds \$451,073

Cemetery Funds

Huntington Bank

Cemetery Checking:	\$118,671	
Cemetery Money Market:	\$43,500.00	\$11.08

Mi CLASS

Cemetery:	\$141,632	\$582.60
		\$593.68

Total Cemetery Funds \$303,803

Total All Funds \$1,510,388

Pentwater Township Library
Special Meeting of the Board of Trustees
March 21, 2023 @ 5:30 p.m.

Roll Call

Approval of Agenda

Treasurer's Report
February 2023 Finance Report

New Business
Treasury Bill - Reinvestment
West Shore Bank - New Forms
Budget Amendments FY23

Other Business to come before the Board

Public Comment (Limited to 3 minutes)

Adjourn

March 18, 2023

TO: Pentwater Township Library Board of Trustees
FROM: Melissa Williams, Board Treasurer
RE: Month Ending February 28, 2023

Budgets:

We are ending the third quarter of our fiscal year and have **spent 83% of our budget, this is 8% less than the 91% of proposed budget.**

We tend to see donations, or private contributions at the end of the year. **We have received several donations to library, plus three donations to the foundations in December.**

Property Tax:

Property tax is starting to be collected
CURRENT TOTAL: \$84,227.08

Other Income:

Fees and Fines: (Copies/Fees/Fines) \$89.65
Private Contributions: \$0.00
Miscellaneous Income: \$25.37
Government Contribution: \$0.00
OTHER INCOME TOTAL: \$115.02

EXPENSE TOTAL: \$18,224.43

Portfolio ZF9

Investment: \$33,000
Money Market: \$32,856.12
PROFIT & LOSS: - \$143.88

Portfolio Y78

Investment: \$32,000
Money Market: \$32,638.32
PROFIT & LOSS: \$638.32

CURRENT MONEY MARKET PROFIT: \$494.00

NOTE: Approx. 50% of Shelby Bank Money Market was invested to create treasurer bonds. The bonds, in one month has generated a higher return on investment than Shelby Bank Money Market monthly interest rate (approx. \$3.50)

Treasurer Bond financial report will be updated quarterly.

INVESTMENTS AND CASH HOLDINGS -

FEB 2023

	INTEREST RATES	TYPE	BANK TOTALS			FUND TOTALS		TOTAL
			West Shore	SSB	Cetera	Operating	County	
Operating	0.05%	Checking	1,991.10			1,991.10		1,991.10
Operating	0.09%	Money Market	396,615.21			396,615.21		396,615.21
Operating	0.03%	Money Market		58,260.05		58,260.05		58,260.05
County							7,628.79	7,628.79
Petty Cash								150
Prepaid Exp.			(5,420.59)					(5,420.59)
Investment					65,000.00			65,000.00
TOTALS								524,224.56

Community Foundation Funds

Hansen Funds 2,355

PTL Funds 35,757.29

Pentwater Township Library
Profit & Loss Budget Performance
April 2022 through February 2023

	91% of budget	Feb 23	Apr '22 - Feb 23	YTD Budget	\$ Over Budget	% of budget
Income						
101-402 - Property Tax		84,227.08	173,081.26	192,244.00	-19,162.74	90%
101-655 - Fees and Fines		89.65	2,910.79	3,200.00	-289.21	91%
101-674 - Private Contributions		0.00	1,765.00	2,700.00	-935.00	65%
101-679 - Miscellaneous Income		25.37	7,744.05	10,169.00	-2,424.95	76%
101.502 - Government Contribution		0.00	10,624.74	14,500.00	-3,875.26	73%
Total Income		84,342.10	196,125.84	222,813.00	-26,687.16	88%
Gross Profit						
		84,342.10	196,125.84	222,813.00	-26,687.16	88%
Expense						
101-702 - Salaries & Fringe Ben		12,582.22	141,046.66	161,500.00	-20,453.34	87%
101-752 - Supplies & Postage		544.31	4,312.64	7,000.00	-2,687.36	62%
101-790 - Library Materials		1,906.14	27,194.21	31,669.00	-4,474.79	86%
101-801 - Professional & Contract		1,025.06	15,452.55	20,180.00	-4,727.45	77%
101-805 - Program Expense		1,371.58	12,123.70	11,619.00	504.70	104%
101-824 - Bank & Credit Card Fees		5.00	84.76	200.00	-115.24	42%
101-880 - Communications & Promo		0.00	1,281.91	3,500.00	-2,218.09	37%
101-910 - Professional Development		276.25	2,045.34	4,000.00	-1,954.66	51%
101-924 - Utilities & Maintenance		513.87	11,592.50	14,000.00	-2,407.50	83%
101-937 - Insurance		0.00	5,271.00	6,000.00	-729.00	88%
101-962 - Reconciliation Discrepancies		0.00	15.84			#DIV/0!
101-970 - Capital Outlay		0.00	1,740.59	7,800.00	-6,059.41	22%
Total Expense		18,224.43	222,161.70	267,468.00	-45,306.30	83%
Net Income		66,117.67	-26,035.86	-44,655.00	18,619.14	



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, April 5, 2023 19:00

Meeting Location: Pentwater Fire Department

Call to Order

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
 - a. Minutes from 3/1/23
- III. Reports of Officers
 - a. Treasurer Terry Cluchey
 - i. Money market balance
 - ii. Checking balance
 - iii. Michigan CLASS balance
 - iv. February Payroll
 - v. Total Payroll
 - vi. Fund Balance
- IV. Old Business
 - a. 361 pump
 - b. FDIC is April 24-29, 2023 in Indianapolis (Barefoot, Thocher, Haynor, Kokx, Bowman and Hughart)
 - c. Wildland/extrication PPE grant
 - d. 391's Headsets (passenger cannot transmit over radio)
 - e. ARPA grant turnout gear
- V. New Business
- VI. Training
 - a. Online Training
 - b. "Fully Involved" leadership training taught by Mark Vonoppen at West Shore Community College on May 27 from 9am-5PM (mandatory for all PFD operations officers).
- VII. Discussion on last month's calls: there were 23 medical, 3 fire and 1 UAV calls for service in March.
- VIII. Adjourn



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, March 1, 2023 19:00
Meeting Location: Pentwater Fire Department
Call to Order

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
 - a. Minutes from 2/1/23
- III. Reports of Officers
 - a. Treasurer Terry Cluchey
 - i. Money market balance- \$28,881.49
 - ii. Checking balance- \$32,676.49
 - iii. Michigan CLASS balance- \$300,194.31
 - iv. February Payroll- \$3,185.00
 - v. Total Payroll- \$35,213.00
 - vi. Fund Balance- still about \$93,000
- IV. Old Business
 - a. 341's Kussmaul- complete
 - b. 361 pump- expected to arrive at Circle K soon and 361 will be in Midland for about one month.
 - c. FDIC is April 24-29, 2023 in Indianapolis- reservations are complete for members Barefoot, Thocher, Haynor, Kokx, Bowman and Hughart. We will leave around 6AM. Registration and reservations are done.
 - d. Wildland/extrication PPE grant- tried to get Lion but could not.
 - e. 391's new radio is programmed. Right now, only the driver headset can transmit over the radio. Jonathan will follow up Chrouch regarding the second headset.
 - f. ARPA grant turnout gear- ordered.
 - g. 2023 budget- Jonathan has met with the Township a couple times and the budget is mostly complete.
 - h. Village/Township approval of PFD elected positions- both the Village and the Township approved PFD's election results.
- V. New Business
 - a. Our March 15 training meeting will have Josh from Allied Fire to measure us for dual-certified PPE (brush fire and extrication).



PENTWATER FIRE DEPARTMENT

486 E Park St • PO Box 1117
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Phone 231.869.5987 • Fax 231.869.8511

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- b. Elizabeth Vega met with the officers and her membership as a MFR Only responder is accepted pending pre-employment screening.
 - c. Things are going well with limiting radio traffic but we need to have more personnel respond to the station to get apparatus. The Chief and Asst Chief are ok to respond direct but others should go to the station for apparatus.
- VI. Training
- a. Online Training
 - b. Pipeline Training Dinner is March 7 at 5:30 PM at Lincoln Hills Golf Club and counts for 2 hours of CE credits.
 - c. Traffic Incident Management training is from 8-noon on March 25 at Shelby-Benona FD.
 - d. "Fully Involved" leadership training taught by Mark Vonoppen at West Shore Community College on May 27 from 9am-5PM (mandatory for all PFD operations officers).
- VII. Discussion on last month's calls: there were 9 medical and 7 fire calls for service in February.
- VIII. Adjourn- a motion to adjourn by Aaron Boyko was seconded by Oscar Esquivel.



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, March 1, 2023 19:00
Meeting Location: Pentwater Fire Department
Call to Order

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

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
 - a. Minutes from 2/1/23
- III. Reports of Officers
 - a. Treasurer Terry Cluchey
 - i. Money market balance- \$28,881.49
 - ii. Checking balance- \$32,676.49
 - iii. Michigan CLASS balance- \$300,194.31
 - iv. February Payroll- \$3,185.00
 - v. Total Payroll- \$35,213.00
 - vi. Fund Balance- still about \$93,000
- IV. Old Business
 - a. Wildland/extrication PPE grant- we will pay the total and provide the invoice to the State of Michigan.
 - b. ARPA grant turnout gear-ordered. We won't receive an invoice until it ships.
 - c. 2023 budget- just finalized this week and had to move some additional monies out of the fund balance. The 2023 budget is 445,567.00.
 - d. Village/Township approval of PFD elected positions- all submitted positions were approved by both the Village and Township.
- V. New Business
 - a. Our March 15 training meeting will have Josh from Allied Fire to measure us for dual-certified PPE (brush fire and extrication).



PENTWATER FIRE DEPARTMENT

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- b. Elizabeth Vega spoke with us and was interviewed for an Emergency Medical Responder (MFR) Only member. A vote of the administrative officers present (Hughart, Cluchey & Hasil) accepted her application pending PFD's pre-employment checks.
- VI. Training
 - a. Pipeline Training Dinner is March 7 at 5:30 PM at Lincoln Hills Golf Club and counts for 2 hours of CE credits.
 - b. "Fully Involved" leadership training taught by Mark Vonoppen at West Shore Community College on May 27 from 9am-5PM (mandatory for all PFD operations officers).
 - VII. Discussion on last month's calls: there were 9 medical and 7 fire calls for service in February.
 - VIII. Adjourn- a motion to adjourn by Jonathan Hughart was seconded by Mike Barefoot.



Rec Report – April 2023

Rec Program

April 3rd was the kickoff to our soccer season. We have two Pre/Kin teams, two 1st/2nd grade teams, one 3rd/4th grade girls team and 3rd/4th grade boys team. Games start April 15th and end May 20th.

Summerball signups are currently open, I plan on closing the registration May 5th.

Donation request letters have been sent out for the 2023-2024 Rec Program Season.

We will continue the Can Drive throughout the year, cans and bottles can be dropped off at the DPW at the Blue Shed or in the containers placed down at the Marina.

2022-2023 Can Drive Donations: \$1304.70

Can Drive Totals Since 2020: \$5111.45

2023-2024 Rec Donations: \$850.00

North End Park

North End Park Donations are open throughout the year. To donate to the North End Park, please visit the Village Website at pentwatervillage.org or contact myself at 231-869-8301 ext. 4 or kanderson@pentwatervillage.org.

We are truly grateful to everyone that has donated to the North End Park and the Rec Program.

Thank you,

Katie Anderson

Katie Anderson
Rec Director

**Pentwater Township
Deputy Supervisor, Zoning Administrator and Ordinance Enforcement Officer
Monthly Report – April 3, 2023**

Board Members, the following is a summary of activities conducted by the Zoning Administrator and Ordinance Enforcement Officer for the month of March 2023.

Deputy Supervisor - I worked with the Township Supervisor, Lynne Cavazos, Trustee Dean Holub and Township Attorney Mark Nettleton to:

- Review and prepare a recommendation for the Board to consider hiring Fleis & Vandenberg Operations (F&V Operations) for the Operations and Maintenance of both the Township North and Township South Sanitary Sewer Systems;
- Notified the Village and Emergency Agencies of the Township's take over of the operations of these systems and arranged for emergency contacts with the Fire Department, Village, and Mason-Oceana 911;
- I continue to assist Lynne and Dean with the review and preparation of documents regarding the conveyance of both Township North and South Sanitary Sewer Systems to the Township.

Code Enforcement – Nothing significant to report at this time.

Planning Commission - The Planning Commission did not meet in March. Their next meeting is April 11, 2023

Zoning Board of Appeals - The Zoning Board of Appeals did not meet in March 2023. Their next meeting is April 4, 2023.

Zoning Permits – The following Zoning Permits were issued in March 2023:

1. ZP 3443 was issued to Curt Beenan for a new 3,240 sq. ft. agricultural storage building at 8043 N. 56th Avenue.
2. ZP 3444 was issued to Precision Enterprises, LLC for the construction of a new home and attached garage at 5387 Lakeview Dr.
3. ZP 3445 was issued to Robert & Krystn Matulis to construct a new 256 sq. ft 3-season room at their new home at 6275 W. Longbridge Rd.
4. ZP 3446 was issued to Harbor Design & Construction to build a new 4,114 sq. ft. home with finished basement and attached garage, decks and a patio at 5201 Lake Breeze Dr.
5. ZP 3447 was issued to Dish Wireless for colocation of their equipment on the existing cell tower at the Village DPW property at 5364 Madison Rd.

Other Comments

The Master Plan Committee continues to make progress on the Master Plan. The draft maps have now been finished and I am currently reviewing/editing the chapters that deal with Existing Land Use, Infrastructure and Public Services, Future Land Use and Housing.

Sincerely,

Keith J. Edwards

Pentwater Township
Deputy Supervisor, Zoning Administrator &
Ordinance Enforcement Officer

Township of Pentwater Assessor

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

Monthly Township Report April 2023

Board of Review:

- 2023 March Board of Review Summary
20 Written petitions (6 of these were Disabled Veteran Exemptions, 14 Value petitions)
7 In person petitions (All value petitions)
- The July Board of Review will be held on July 18, 2023, at 1 pm if there is business to attend to.

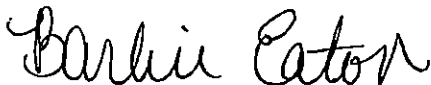
Michigan Tax Tribunal:

- We have 1 case pending for the Entire Tribunal.

Miscellaneous:

- The L-4022 Assessed Value was accepted by the County Equalization Department 4/4/23 and submitted to the State for Equalization.

If you have any questions, please let me know!



Sincerely,
Barbie Eaton, MAAO
Pentwater Township Assessor

Clerk

From: Treasurer
Sent: Tuesday, April 4, 2023 12:10 PM
To: Supervisor; Clerk; Deputy Clerk
Subject: For the April Agenda
Attachments: Autoagent Brochure.pdf

Proposal to Change Payment Processing Company

I am writing to propose that we change our payment processing company from Point & Pay to Auto Agent effective immediately. Auto Agent comes highly recommended by several Michigan Governmental Entities.

Here are some of the benefits of switching to Auto Agent:

- Reduced costs. Auto Agent charges a lower fee than Point & Pay. This would save the Township \$50 per month.
- Savings for residents. Auto Agent also charges lower fees to residents. This would save residents 25% per transaction.
- Reduced refunds. Auto Agent is known to reduce the number of refunds needed during tax season. This would save the Township time and money.
- Prevents checks from bouncing. Auto Agent prevents checks from bouncing. This would save the Treasurer's office time and money.

I believe that switching to Auto Agent would be a wise decision for the Township. It would save us money, save our residents money, and reduce the amount of time and money spent on processing payments. I urge you to approve this proposal.

*Please include this email and the attached brochure in the board packet.

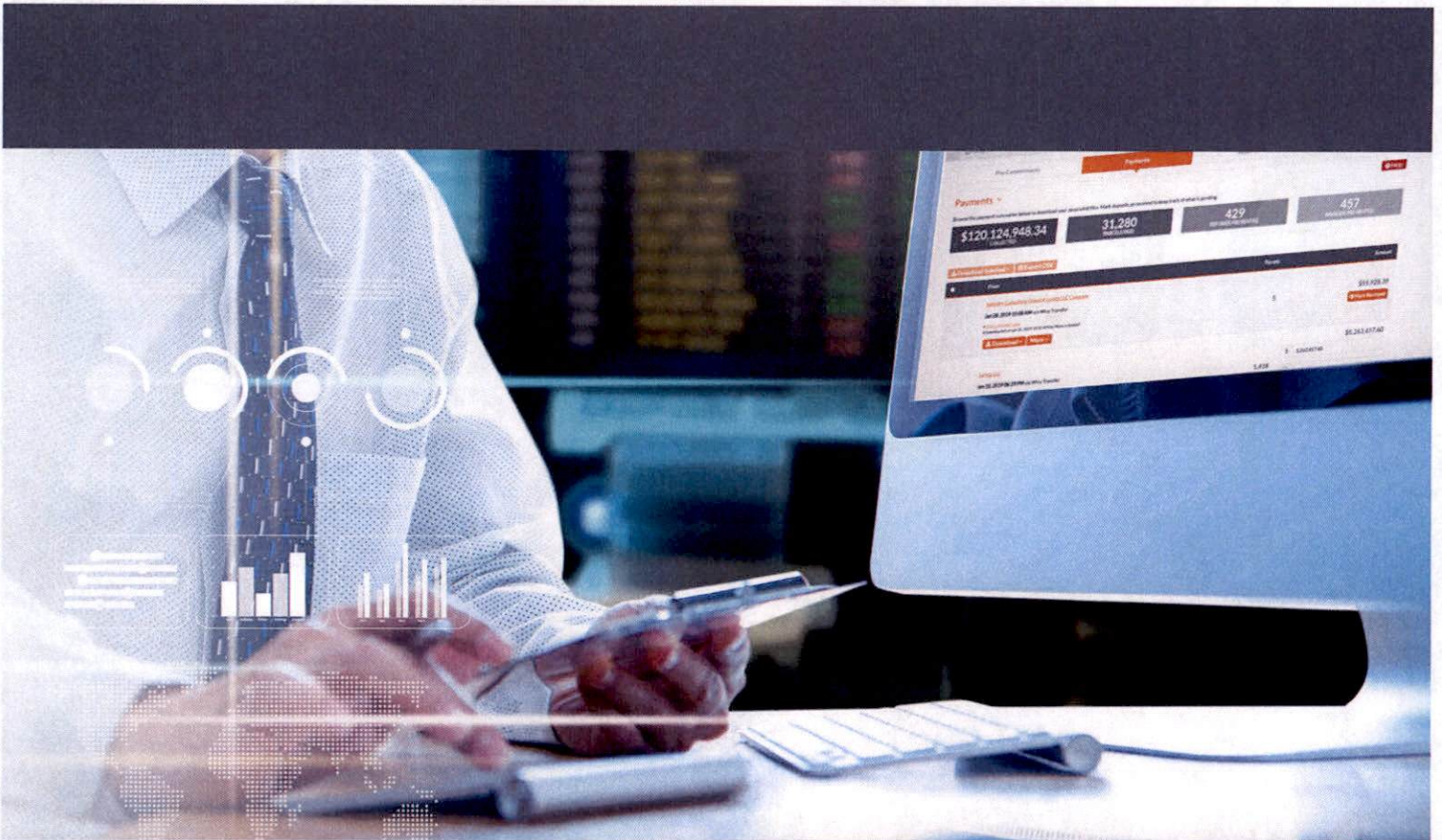
Heather A. Douglas
Pentwater Township Treasurer
Pentwater Township Office
500 N Hancock
PO Box 505
Pentwater, MI 49449
231.869.6231

CONFIDENTIALITY NOTICE: This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited.



autoagent

THE TAX PROCESSING ENGINE



a web-based tax collection solution that facilitates the tax payment process



Reduce Tax Refunds



Eliminate Payment Errors



Save Time & Money



WHY Use Autoagent?

1

Prevents over-payments
and short-payments

2

Blocks duplicate payments
of property parcels

3

Reduces tax refunds

4

Eliminates manual
entry of payments

5

Designed to work with
any tax software

6

Saves your office time

7

Automates billing
and payments

WHAT Is Autoagent?

Autoagent™ is a web-based tax collection solution that facilitates the tax payment process between Tax Servicers, Escrow Payers, and Property Tax Collectors. Autoagent eliminates tax payment errors and reduces tax refunds.

Autoagent is FREE for Tax Offices

Hundreds of county and municipal tax offices nationwide use Autoagent free of charge. Autoagent facilitates direct reporting and communication between Tax Offices and all Payers and has proven to eliminate 95% of refunds, saving your office countless hours and costs associated with processing errors.

Autoagent receives updated tax billing files on a daily basis, which reflect current, real-time balances, blocks duplicate payments, and delivers balanced and formatted payment files that can be imported directly into your tax software.

HOW Autoagent Works

NO SOFTWARE INSTALLATION

There is no programming or software installation required. Your tax billing file is uploaded by your Tax Software Vendor to Autoagent via FTP.

AUTOMATES THE PAYMENT PROCESS

Tax Servicers and Escrow payers add their parcels to their Autoagent Account and may perform research and create reports or download your tax billing files 24/7/365 without contacting your office.

DETECTS PARCEL AND PAYMENT ERRORS

Autoagent compares the Payers parcels to your tax billing file and detects potential duplicate parcel payments with other Payers. Autoagent will also identify non-payable parcels and parcel PIN errors.

FORMATTED PAYMENT FILES

Autoagent produces a perfectly balanced Payment File formatted for your tax software, downloaded with a few clicks.

PAYMENTS BY WIRE AND ACH

Bulk tax payments are paid via wire transfer or ACH directly to your bank account. Your office is immediately notified via email of the incoming bulk payment.

THE RESULT

No over-payments, no short payments, no duplicate payments, and of course, less refunds.

Autoagent Easy...Accurate...No Refunds!

iPayments

Autoagent also offers Online, In-Person and Over-the-Phone payment solutions for property tax collection from individual taxpayers. Prevent even more refunds by utilizing Autoagent's iPayments solution to collect individual payments through your Autoagent account.

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by **autoagent**

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Hundreds of Tax Offices use Autoagent to simplify their escrow process. Don't miss the opportunity and wait another year to join Autoagent.

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Email us at **sales@autoagent.com**

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US-Based Customer Support 24/7/365



“

"I so appreciate the prompt service Autoagent ALWAYS delivers! Customer service is always extremely fast and friendly and is greatly appreciated! Your customer service is far superior to other companies!!!"

- Illinois County Treasurer

”

“

"I just wanted to thank you for advising me to sign on with Autoagent. We have completed processing our two largest escrow files for this year and saw an almost 90% reduction in our total refunds. Additionally, we had zero accounts with a short payment. The process was very quick and easy to navigate with some help from our IT staff."

- South Carolina County

”

“

"As you can imagine, we, like other counties in Utah and elsewhere, are very busy with tax payments. I just wanted to reach out and express THANK YOU! to all at Autoagent. This has been a very good year for us and Autoagent has been helpful in reducing our workload."

- Utah County Treasurer

”



toll free

877-932-8478

email

sales@autoagent.com

website

autoagent.com



scan QR code
to view website

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

Minutes of a regular meeting of the Township Board of the Township of Pentwater, held at the Pentwater Township Hall, 500 N. Hancock Street, within the Township, on the 12th day of April, 2023, at 6:00 p.m. Local Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and seconded by Member _____:

RESOLUTION NO. 2023-10

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF
CONVEYANCE DOCUMENTS FOR CONVEYANCE OF THE ASSETS OF THE
TOWNSHIP NORTH SEWER SYSTEM BY THE VILLAGE OF PENTWATER
TO THE TOWNSHIP OF PENTWATER AND MATTERS RELATED THERETO**

WHEREAS, the Township of Pentwater (the "Township") and the Village of Pentwater (the "Village") were parties to a Sanitary Sewer Agreement dated June 18, 1984 (the "Sanitary Sewer Agreement");

WHEREAS, the Sanitary Sewer Agreement provided, among other provisions, for the ownership, operation, maintenance, repair and replacement of certain of the sanitary sewer infrastructure located within the Township including the sewer system commonly referred to as the "Township North System" (generally located along US-31 business route (Monroe Road) in the Township lying northerly and easterly of Pentwater Lake (the "Township North System"); and

WHEREAS, the Village has provided notice to the Township of the termination of the Sanitary Sewer Agreement in accordance with that agreement's provisions;

WHEREAS, it is necessary for the parties to enter into an agreement to provide for the conveyance and transfer of the assets comprising and interests in land for the Township North System by and from the Village to the Township; and

WHEREAS, a proposed Sewer System Transfer Agreement for the Township North System, including the form of proposed conveyance documents (the "Sewer Transfer Agreement") by and between the Township and the Village has been presented to the Township Board in the form on file with the Township Clerk; and

WHEREAS, it is necessary and in the best interest of the Township to approve and authorize and direct the Township Supervisor and Township Clerk to execute and deliver the Sewer Transfer Agreement and related conveyance documents on behalf of the Township.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Township Board hereby approves the Sewer Transfer Agreement in the form on file with the Township Clerk with such modifications as are deemed necessary and in the best interest of the Township by the Township Supervisor and Township Clerk, in consultation with the Township Attorney, including, but not limited to, the completion or revision to any conveyance documents attached thereto as exhibits.

2. The Township Board hereby authorizes and directs the Township Supervisor and Township Clerk to execute and deliver the Sewer Transfer Agreement (and related conveyance documents attached thereto) on behalf of the Township and to take any and all steps necessary to effectuate the conveyance of the assets of the Township North System by the Village to the Township in accordance with this Resolution.

3. The Township Clerk is hereby authorized and directed to deliver certified copies of this resolution to the Village.

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

AYES: Members: _____

NAYS: Members: _____

ABSTAIN: Members: _____

RESOLUTION DECLARED ADOPTED.

Maureen Murphy, Township Clerk
Township of Pentwater

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

I, the undersigned, the duly qualified and acting Clerk of the Township of Pentwater (the "Township"), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Township at a rescheduled regular meeting held on the ___ day of _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 2023.

Maureen Murphy, Township Clerk
Township of Pentwater

April 3, 2023

SEWER SYSTEM TRANSFER AGREEMENT
Township North System

This Sewer System Transfer Agreement (the "Transfer Agreement") is made as of the 3 day of April, 2023, by and between the VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan (the "Village"), and the TOWNSHIP OF PENTWATER, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan (the "Township"). In this Transfer Agreement, either the Village and/or the Township may also be referred to individually as a "Party" or jointly as the "Parties".

RECITALS:

WHEREAS, the Parties executed a Sanitary Sewer Agreement dated June 18, 1984 (the "Sanitary Sewer Agreement");

WHEREAS, the Sanitary Sewer Agreement provided for the construction, financing, operation, maintenance, repair and replacement of the sanitary sewer infrastructure located within the Village (including the Village's wastewater treatment plant (the "Sewage Treatment Plant") (the "Village Sewage Disposal System"));

WHEREAS, the Sanitary Sewer Agreement provided for the construction, financing, operation, maintenance, repair and replacement of certain of the sanitary sewer infrastructure located within the Township by the Village;

WHEREAS, the sanitary sewer infrastructure located within the Township consists of two separate and unconnected sewer systems including: (1) a 2 1/2" force main and related appurtenances located along US-31 business route (Monroe Road) in the Township lying northerly and easterly of Pentwater Lake, which was constructed as part of the Village Sewage Disposal System and, pursuant to the Sanitary Sewer Agreement, was owned, operated and maintained by

the Village (the “Township North System”), and (2) the sanitary sewer collection system that serves portions of the Apache Hills, Ottawattamie Park, Mears Addition to Middlesex, and Gamble’s residential subdivisions via the Hilltop Drain Field System (which has been and is currently operating without an EGLE-issued permit) and the Wayne Road Drain Field System located within the Township south of Pentwater Lake (collectively, the “Township South System”) (collectively the Township North System and the Township South System is referred to herein as the “Township Sewer System”);

WHEREAS, pursuant to the Sanitary Sewer Agreement, the Village provided the Township with collection and treatment capacity in the Village Sewage Disposal System up to 15,000 gallons per day for Sewage from the Township North System;

WHEREAS, no collection or treatment capacity in the Village Sewage Disposal System was allocated to the Township South System;

WHEREAS, the Village has operated and maintained the Township Sewer System since the execution of the Sanitary Sewer Agreement;

WHEREAS, paragraph 16 of the Sanitary Sewer Agreement provided that:

“This Agreement shall become effective and binding upon the parties hereto as of the date of the last signature of a party and shall remain in effect until all bonds sold for system construction are retired unless sooner terminated by mutual agreement of the parties. It shall further inure to the benefit of and be binding upon any successors in jurisdiction to any of the parties hereto. Should any provisions hereof be declared unlawful for any reason, it shall not affect the remainder of said Agreement, which shall continue in full force and effect. The within Agreement is further designed to comply with Federal Law 92-500 and the legal rules and regulations promulgated by the Federal EPA thereunder and, in the event of any conflict therewith, said statute rules and regulations shall be hereby deemed controlling. Upon retirement of all bond issues identified in this Agreement that portion of the sewer system with the Township shall become the sole property of the Township outside the Village upon payment to the Village of \$1.00.”

WHEREAS, the bonds related to the sewer system described in the Sanitary Sewer Agreement (the “Bonds”) have been retired;

WHEREAS, on August 8, 2022, the Village provided written notice to the Township of the Village’s intent to terminate the Sanitary Sewer Agreement and discontinue providing for the operation and maintenance of the Township Sewer System (the “Village Termination Notice”);

WHEREAS, the Village and the Township desire to enter into this Transfer Agreement to (a) acknowledge that the Parties have fulfilled their contractual obligations with respect to the Township Sewer System pursuant to the Sanitary Sewer Agreement, and (b) transfer ownership of the Township North System from the Village to the Township, consistent with the Sanitary Sewer Agreement on the terms set forth herein.

NOW THEREFORE, in consideration of their respective undertakings, the Parties hereto agree as follows:

1. **WARRANTY BY VILLAGE.** The Village represents and warrants to the Township that:
 - a. the principal and interest on the Village Bonds issued by the Village pursuant to the Sanitary Sewer Agreement have been fully paid and discharged;
 - b. there are no unused bond and interest redemption funds or any other surplus funds relating to the Township North System which have not heretofore been returned to the Township or applied to the payment of obligations then due and owing by the Township to the Village;
 - c. there are no outstanding amounts to be paid by or to the Village with respect to the acquisition or ownership of the Township North System; and

d. the Township North System is in good repair and operating condition, ordinary wear and tear excepted, and the Village is not aware of and has not received notice of, any fact or circumstance to the contrary; and

e. the Village is not in default under the Sanitary Sewer Agreement and the Township so agrees.

2. **WARRANTY BY THE TOWNSHIP.** The Township hereby represents and warrants that it is not in default under the Sanitary Sewer Agreement, and the Village so agrees.

3. **DESCRIPTION OF TOWNSHIP NORTH SYSTEM.** The Village and the Township agree that the Township North System includes all sanitary sewer facilities and appurtenances constructed (i) by the Village pursuant to the Sanitary Sewer Agreement, or (ii) by a private or public entity (other than the Village or the Township) and dedicated to and accepted by the Village.

4. **TRANSFER OF TOWNSHIP NORTH SYSTEM BY VILLAGE TO TOWNSHIP.**

a. The Village and the Township agree that the Sanitary Sewer Agreement has terminated in accordance with its terms and, in consideration of the full satisfaction of all obligations of the Parties, the Village shall transfer (the "Transfer") to the Township (i) all of the Village's right, title and interest in and to the Township North System, as identified on Exhibit A; (ii) any and all of the Village's claims or rights against any third parties, relating to the acquisition, design, construction or ownership of the Township North System; and (iii) to the extent permitted by law, any and all licenses, permits and related items issued to the Village by governmental or regulatory authorities, relating to the ownership or operation of the Township North System.

b. The Transfer shall be evidenced by the following instruments of conveyance (the "Conveyance Documents"):

(i) Assignment of Easements from the Village as Grantor to the Township as Grantee in the form attached hereto as Exhibit B.

(ii) Bill of Sale and Assignment from the Village as Assignor in favor of the Township, as Assignee, in the form attached hereto as Exhibit C.

(iii) Quit Claim Deed from the Village as Grantor to the Township as Grantee for title to any and all real property of the Township North System held by and in the name of the Village in the form attached hereto as Exhibit D.

c. The Village agrees to cooperate on a reasonable basis with the Township in the event the Township pursues a claim or right (by litigation or otherwise) against any third party, relating to the acquisition, design, construction or ownership of the Township North System.

d. The Township shall pay the total sum of \$1.00 to the Village for the conveyance of the Township Sewer System by the Village to the Township. The \$1.00 shall be paid by the Township to the Village at the Closing (as defined below).

5. **OWNERSHIP, ADMINISTRATION, OPERATION AND MAINTENANCE OF TOWNSHIP NORTH SYSTEM.** Upon the Closing, the Township North System shall be owned, administered, operated and maintained by the Township, subject to the MOU between the Township and the Village more particularly described in paragraph 8 below.

6. **CLOSING.** The Transfer shall be closed on a date and at a time mutually acceptable to the parties hereto on or before _____, 2023 (or such later date as all parties hereto consent in writing), at the offices of the Township Hall, in Pentwater, Michigan (the "Closing"). The Transfer shall be effective as of April 1, 2023. At or prior to the Closing, the Village shall execute and deliver the Conveyance Documents.

7. **FURTHER ASSURANCES.** The Village, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of the Township, the Village will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by the Township in order for the Township, its successors and assigns to enjoy the benefits of the Township North System, including, without limitation, assignments of easements, permits, and rights-of-way relative to the building, installation, construction, inspection, operation, maintenance, repair and replacement of the Township North System.

8. **FURTHER AGREEMENTS.** The Parties intend to execute a similar agreement for the transfer and conveyance of the real and personal property interests comprising the Township South System by the Village to the Township. Further, the Parties intend to execute a Memorandum of Understanding for Sewage Treatment Services with respect to the Township North System (the "MOU"). This Transfer Agreement shall only be effective upon approval and execution of such MOU by the Parties.

9. **MISCELLANEOUS.** This Transfer Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Unless otherwise specifically provided, all notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Transfer Agreement or such other address or addresses as shall be specified by the Parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Transfer Agreement has been executed in the State of Michigan and shall be governed by Michigan law. It is specifically agreed among the Parties to this Transfer Agreement that Oceana County, State of Michigan, is the place of performance of this Transfer Agreement and in the event that any legal proceeding is brought to

enforce this Transfer Agreement or any provision hereof, the same shall be brought in the Oceana County Circuit Court. This Transfer Agreement may only be amended pursuant to a written document executed by all of the Parties hereto. The waiver by any party hereto of a breach or violation of any provision of this Transfer Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Transfer Agreement. In the event any provision of this Transfer Agreement is determined to be invalid by any court or tribunal having jurisdiction, the balance of the Transfer Agreement shall remain in full force and effect. It is contemplated that this Transfer Agreement shall be executed in multiple counterparts, all of which together shall be deemed to be one contract. There shall be no other beneficiary or third-party beneficiary to this Transfer Agreement; no remedy is provided or intended by this Transfer Agreement to the customers of the Parties. This Transfer Agreement represents the entire understanding and agreement between the Parties hereto with regard to the matters addressed herein. All prior oral or, except to the extent provided herein, written understandings and agreements with regard to the matters addressed herein are specifically merged herein. The captions in this Transfer Agreement are for convenience only and shall not be considered as a part of this Transfer Agreement or in any way to amplify or modify the terms and provisions hereof. This Transfer Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Transfer Agreement. This Transfer Agreement has been prepared and negotiations occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Transfer Agreement therefore shall not be construed against either Party. All Exhibits attached hereto are incorporated herein by reference as though fully stated herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE FOR SEWER SYSTEM TRANSFER AGREEMENT]

VILLAGE OF PENTWATER:

Date: _____, 2023

By: _____
Chris Brown
Its: Village Manager

Date: _____, 2023

By: _____
Jeff Hodges
Its: Village President

TOWNSHIP OF PENTWATER:

Date: _____, 2023

By: _____
Lynne Cavazos
Its: Township Supervisor

Date: _____, 2023

By: _____
Maureen Murphy
Its: Township Clerk

EXHIBIT A

DESCRIPTION OF TOWNSHIP NORTH SYSTEM ASSETS LOCATED WITHIN THE TOWNSHIP OF PENTWATER, OCEANA COUNTY

All collecting sewers, force mains and transmission mains, pumps, valves, controls, treatment facilities, and any and all appurtenances thereto, which comprise the Township North System and serve that portion of the Township of Pentwater along US-31 business route (Monroe Road) in the Township lying northerly and easterly of Pentwater Lake.

EXHIBIT B
Assignment of Easements
[Attached]

ASSIGNMENT OF EASEMENTS

VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan 49449, as Grantor, hereby assigns, conveys and quit claims to the TOWNSHIP OF PENTWATER, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan 49449, as Grantee, for the sum of \$1.00, the receipt of which is hereby acknowledged, all of its right, title and interest in and to all easements and rights-of-way across public or private lands obtained in the name of the Village of Pentwater, with respect to lands located within the Township of Pentwater, Oceana County, Michigan, including without limitation the individual easements referenced on the attached Exhibit A; provided, however, that to the extent any easement included within the attached Exhibit A is not part of, or necessary for the ownership, operation or maintenance of, the Township _____ System, as more particularly described on Exhibit B attached hereto, such easement is not assigned by the Village of Pentwater to the Township of Pentwater.

Grantor, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of Grantee, Grantor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by Grantee in order for Grantee, its successors and assigns to enjoy the benefits of any such easements.

This assignment is exempt from Michigan State Transfer Tax pursuant to MCL §207.526(a) and from County Transfer Tax pursuant to MCL §207.505(a).

Dated this ____ day of _____, 2019.

SIGNED BY:

VILLAGE OF PENTWATER

By: _____ By: _____
Jeff Hodges Rande S. Listerman
Its: President Its: Clerk/Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

Acknowledged before me in Oceana County, Michigan, this ____ day of _____, 2023, by Jeff Hodges, Village President and Rande S. Listerman, Village Clerk/Treasurer, on behalf of the Village of Pentwater.

*
Notary Public, _____ County, Michigan
Acting in Oceana County, Michigan
My commission expires: _____

Drafted By And When Recorded Return To:
Mark E. Nettleton, Attorney
Mika Meyers PLC
900 Monroe Ave., N.W.
Grand Rapids, MI 49503-1423

Tax Parcel # _____ Recording Fee _____ Transfer Tax \$0

EXHIBIT A

Easements located in the Township of Pentwater, Oceana County, Michigan:

Parcel No.	Document Reference Number (if known)	Property Address (if known)
-------------------	-------------------------------------------------	------------------------------------

EXHIBIT B

**DESCRIPTION OF TOWNSHIP _____ SYSTEM ASSETS LOCATED WITHIN THE TOWNSHIP OF
PENTWATER, OCEANA COUNTY, MICHIGAN**

All collecting sewers, force mains and transmission mains, pumps, valves, controls, panels, and any and all appurtenances thereto, which comprise within the Township of Pentwater.

EXHIBIT C

Bill of Sale and Assignment (Township North System)

[Attached]

April 3, 2023

BILL OF SALE AND ASSIGNMENT

(PENTWATER TOWNSHIP SANITARY SEWER COLLECTION SYSTEM)

THIS BILL OF SALE AND ASSIGNMENT (“Bill of Sale”) is made as of _____, 2023, by the VILLAGE OF PENTWATER, a Michigan general law village, (“Assignor”) in favor of the TOWNSHIP OF PENTWATER, a Michigan general law township (the “Township”).

RECITALS

WHEREAS, Assignor and the Township are parties to a Sewer System Transfer Agreement dated as of _____, 2023 (the “Agreement”); and

WHEREAS, in exchange for the consideration recited in the Agreement, Assignor has agreed to transfer to the Township Assignor’s right, title and interest in the Township Sewer System.

AGREEMENT

In consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

SECTION 1. DEFINED TERMS. The capitalized terms used in this Bill of Sale and not otherwise defined in this Bill of Sale shall have the meanings assigned thereto in the Agreement.

SECTION 2. ASSIGNMENT. Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY, DELIVER, SET OVER and QUIT CLAIM to the Township, its successors and assigns, all right, title and interest of Assignor in and to the following (the “Assets”):

- a. the components of the Township Sewer System as described on Exhibit A hereto;
- b. any and all of Assignor’s claims or rights against any third parties, relating to the acquisition, design, construction, ownership, operation or maintenance of the aforesaid components of the Township Sewer System; and
- c. to the extent permitted by law, any and all licenses, permits and related items issued to Assignor by governmental or regulatory authorities, relating to the ownership, operation or maintenance of the aforesaid components of the Township Sewer System.

SECTION 3. WARRANTY. The Assets are conveyed hereby with all warranties currently in effect. Furthermore,

a. Assignor represents that, to the best of its knowledge, all easements, rights-of-way, equipment and components associated with or necessary for operation of the Township Sewer System have been or are herewith being conveyed to the Township.

b. Assignor represents that, (i) all contractors with whom Assignor contracted in connection with the Assets have been paid in accordance with their respective contracts, and (ii) there exist no liens, encumbrances, obligations, liabilities, commitments, claims, charges or restrictions of any kind with respect to the Assets which have been created or permitted by Assignor.

SECTION 4. ENTIRE AGREEMENT. All Exhibits attached to this Bill of Sale form a part of this Bill of Sale and shall be given full force and effect, as fully as if set forth at length in this Bill of Sale. No alteration, amendment, change or addition to this Bill of Sale shall be binding upon the Township or Assignor unless reduced to writing and signed by Assignor and the Township.

SECTION 5. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing in this Bill of Sale are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Bill of Sale, or in any way affect this Bill of Sale.

SECTION 6. FURTHER ASSURANCES. Assignor, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of the Township, Assignor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by the Township in order for the Township, its successors and assigns to enjoy the benefits of the Township Sewer System, including, without limitation, assignments of easements and rights-of-way relative to the building, installation, construction, inspection, operation, maintenance, repair and replacement of the Township Sewer System.

SECTION 7. EFFECTIVE DATE AND TIME. This Bill of Sale will be effective for all purposes as of 12:01 a.m., local time in Pentwater, Michigan, on _____, 2023.

SECTION 8. POWER OF ATTORNEY. In the sole discretion of the Township and to the extent deemed necessary by the Township, upon written request of the Township to the Assignor, Assignor agrees to appoint in writing the Township, its successors and assigns, the true and lawful attorney of Assignor, on behalf of and for the benefit of the Township, its successor and assigns, to demand and receive any and all of the properties and assets hereby sold, assigned, transferred, conveyed and delivered to the Township by the terms of this Bill of Sale, and to give receipts and releases for the same, and any part thereof, and from time to time to institute and prosecute actions, suits and demands in the name of Assignor, or otherwise, for the benefit of the Township, its successors or assigns, which the Township, its successors or assigns may deem proper in order to collect or reduce to possession any of such properties and assets, or to enforce any claim or right of any kind in respect thereof and to do all acts and things in relation to such properties, assets, claims and rights which the Township, its successors or permitted assigns, shall deem desirable with respect to the properties and assets hereby sold, assigned, transferred, conveyed and delivered

to the Township by the terms of this Bill of Sale. Assignor hereby acknowledges that the foregoing powers are coupled with an interest and are not revocable.

SECTION 9. BINDING. This Bill of Sale and all of its provisions shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Assignor and the Township.

IN WITNESS WHEREOF, Assignor has duly signed this Bill of Sale as of the day and year first above written.

ASSIGNOR:

VILLAGE OF PENTWATER:

Date: _____, 2023

By: _____
Chris Brown
Its: Village Manager

Date: _____, 2023

By: _____
Jeff Hodges
Its: Village President

TOWNSHIP OF PENTWATER:

Date: _____, 2023

By: _____
Lynne Cavazos
Its: Township Supervisor

Date: _____, 2023

By: _____
Maureen Murphy
Its: Township Clerk

EXHIBIT A
DESCRIPTION OF TOWNSHIP SEWER SYSTEM
[to be inserted]

EXHIBIT D
Quit Claim Deed
[Attached]

QUIT CLAIM DEED

VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan 49449, as Grantor, hereby conveys and quit claims to the TOWNSHIP OF PENTWATER, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan 49449, as Grantee, for the sum of \$1.00, the receipt of which is hereby acknowledged, the following described real property situated in the Township of Pentwater, Oceana County, Michigan:

[insert legal description of Property and Parcel No.]

This deed is exempt from Michigan State Transfer Tax pursuant to MCL §207.526(h) and from County Transfer Tax pursuant to MCL §207.505(h).

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Dated this ___ day of _____, 2023.

SIGNED BY:

VILLAGE OF PENTWATER

By: _____ By: _____
Jeff Hodges Rande S. Listerman
Its: President Its: Clerk/Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

Acknowledged before me in Oceana County, Michigan, this ___ day of _____, 2023, by Jeff Hodges, Village President and Rande S. Listerman, Village Clerk/Treasurer, on behalf of the Village of Pentwater.

*
Notary Public, _____ County, Michigan
Acting in Oceana County, Michigan
My commission expires: _____

Drafted By And When Recorded Return To: Send Subsequent Tax Bills To:
Mark E. Nettleton, Attorney Township of Pentwater
Mika Meyers PLC 500 North Hancock Street
900 Monroe Ave., N.W. Pentwater, Michigan 49449
Grand Rapids, MI 49503-1423

Tax Parcel # _____ Recording Fee _____ Transfer Tax \$0

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

Minutes of a regular meeting of the Township Board of the Township of Pentwater, held at the Pentwater Township Hall, 500 N. Hancock Street, within the Township, on the 12th day of April, 2023, at 6:00 p.m. Local Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and seconded by Member _____:

RESOLUTION NO. 2023-11

RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF CONVEYANCE DOCUMENTS FOR CONVEYANCE OF THE ASSETS OF THE TOWNSHIP SOUTH SEWER SYSTEM BY THE VILLAGE OF PENTWATER TO THE TOWNSHIP OF PENTWATER AND MATTERS RELATED THERETO

WHEREAS, the Township of Pentwater (the "Township") and the Village of Pentwater (the "Village") were parties to a Sanitary Sewer Agreement dated June 18, 1984 (the "Sanitary Sewer Agreement");

WHEREAS, the Sanitary Sewer Agreement provided, among other provisions, for the operation, maintenance, repair and replacement of certain of the sanitary sewer infrastructure located within the Township by the Village that serves portions of the Apache Hills, Ottawattamie Park, Mears Addition to Middlesex, and Gamble's residential subdivisions via the Hilltop Drain Field System (which has been and is currently operating without an EGLE-issued permit) and the Wayne Road Drain Field System located within the Township south of Pentwater Lake (collectively, the "Township South System"); and

WHEREAS, the Village has provided notice to the Township of the termination of the Sanitary Sewer Agreement in accordance with that agreement's provisions;

WHEREAS, it is necessary for the parties to enter into an agreement to provide for the conveyance and transfer of the assets comprising and interests in land for the Township South System by and from the Village to the Township; and

WHEREAS, a proposed Sewer System Transfer Agreement for the Township South System, including the form of proposed conveyance documents (the "Sewer Transfer Agreement") by and between the Township and the Village has been presented to the Township Board in the form on file with the Township Clerk; and

WHEREAS, it is necessary and in the best interest of the Township to approve and authorize and direct the Township Supervisor and Township Clerk to execute and deliver the Sewer Transfer Agreement and related conveyance documents on behalf of the Township.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Township Board hereby approves the Sewer Transfer Agreement in the form on file with the Township Clerk with such modifications as are deemed necessary and in the best interest of the Township by the Township Supervisor and Township Clerk, in consultation with the Township Attorney, including, but not limited to, the completion or revision to any conveyance documents attached thereto as exhibits.

2. The Township Board hereby authorizes and directs the Township Supervisor and Township Clerk to execute and deliver the Sewer Transfer Agreement (and related conveyance documents attached thereto) on behalf of the Township and to take any and all steps necessary to effectuate the conveyance of the assets of the Township South System by the Village to the Township in accordance with this Resolution.

3. The Township Clerk is hereby authorized and directed to deliver certified copies of this resolution to the Village.

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

AYES: Members: _____

NAYS: Members: _____

ABSTAIN: Members: _____

RESOLUTION DECLARED ADOPTED.

Maureen Murphy, Township Clerk
Township of Pentwater

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

I, the undersigned, the duly qualified and acting Clerk of the Township of Pentwater (the "Township"), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Township at a rescheduled regular meeting held on the ___ day of _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2023.

Maureen Murphy, Township Clerk
Township of Pentwater

April 4, 2023

SEWER SYSTEM TRANSFER AGREEMENT
Township South System

This Sewer System Transfer Agreement (the "Transfer Agreement") is made as of the ___ day of April, 2023, by and between the VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan (the "Village"), and the TOWNSHIP OF PENTWATER, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan (the "Township"). In this Transfer Agreement, either the Village and/or the Township may also be referred to individually as a "Party" or jointly as the "Parties".

RECITALS:

WHEREAS, the Parties executed a Sanitary Sewer Agreement dated June 18, 1984 (the "Sanitary Sewer Agreement");

WHEREAS, the Sanitary Sewer Agreement provided for the construction, financing, operation, maintenance, repair and replacement of the sanitary sewer infrastructure located within the Village (including the Village's wastewater treatment plant (the "Sewage Treatment Plant") (the "Village Sewage Disposal System"));

WHEREAS, the Sanitary Sewer Agreement provided for the construction, financing, operation, maintenance, repair and replacement of certain of the sanitary sewer infrastructure located within the Township by the Village;

WHEREAS, the sanitary sewer infrastructure located within the Township consists of two separate and unconnected sewer systems including: (1) a 2 1/2" force main and related appurtenances located along US-31 business route (Monroe Road) in the Township lying northerly and easterly of Pentwater Lake, which was constructed as part of the Village Sewage Disposal System and, pursuant to the Sanitary Sewer Agreement, was owned, operated and maintained by

the Village (the "Township North System"), and (2) the sanitary sewer collection system that serves portions of the Apache Hills, Ottawattamie Park, Mears Addition to Middlesex, and Gamble's residential subdivisions via the Hilltop Drain Field System (which has been and is currently operating without an EGLE-issued permit) and the Wayne Road Drain Field System located within the Township south of Pentwater Lake (collectively, the "Township South System") (collectively the Township North System and the Township South System is referred to herein as the "Township Sewer System");

WHEREAS, pursuant to the Sanitary Sewer Agreement, the Village provided the Township with collection and treatment capacity in the Village Sewage Disposal System up to 15,000 gallons per day for Sewage from the Township North System;

WHEREAS, no collection or treatment capacity in the Village Sewage Disposal System was allocated to the Township South System;

WHEREAS, the Village has operated and maintained the Township Sewer System since the execution of the Sanitary Sewer Agreement;

WHEREAS, paragraph 16 of the Sanitary Sewer Agreement provided that:

"This Agreement shall become effective and binding upon the parties hereto as of the date of the last signature of a party and shall remain in effect until all bonds sold for system construction are retired unless sooner terminated by mutual agreement of the parties. It shall further inure to the benefit of and be binding upon any successors in jurisdiction to any of the parties hereto. Should any provisions hereof be declared unlawful for any reason, it shall not affect the remainder of said Agreement, which shall continue in full force and effect. The within Agreement is further designed to comply with Federal Law 92-500 and the legal rules and regulations promulgated by the Federal EPA thereunder and, in the event of any conflict therewith, said statute rules and regulations shall be hereby deemed controlling. Upon retirement of all bond issues identified in this Agreement that portion of the sewer system with the Township shall become the sole property of the Township outside the Village upon payment to the Village of \$1.00."

WHEREAS, the bonds related to the sewer system described in the Sanitary Sewer Agreement (the "Bonds") have been retired;

WHEREAS, on August 8, 2022, the Village provided written notice to the Township of the Village's intent to terminate the Sanitary Sewer Agreement and discontinue providing for the operation and maintenance of the Township Sewer System (the "Village Termination Notice");

WHEREAS, the Village and the Township desire to enter into this Transfer Agreement to (a) acknowledge that the Parties have fulfilled their contractual obligations with respect to the Township Sewer System pursuant to the Sanitary Sewer Agreement, and (b) transfer ownership of the Township South System from the Village to the Township, consistent with the Sanitary Sewer Agreement on the terms set forth herein.

NOW THEREFORE, in consideration of their respective undertakings, the Parties hereto agree as follows:

1. **WARRANTY BY VILLAGE.** The Village represents and warrants to the Township that:
 - a. the principal and interest on the Village Bonds issued by the Village pursuant to the Sanitary Sewer Agreement have been fully paid and discharged;
 - b. there are no unused bond and interest redemption funds or any other surplus funds relating to the Township South System which have not heretofore been returned to the Township or applied to the payment of obligations then due and owing by the Township to the Village;
 - c. there are no outstanding amounts to be paid by or to the Village with respect to the acquisition or ownership of the Township South System; and

d. the Township South System is in good repair and operating condition, ordinary wear and tear excepted, and the Village is not aware of and has not received notice of, any fact or circumstance to the contrary; and

e. the Village is not in default under the Sanitary Sewer Agreement and the Township so agrees.

2. **WARRANTY BY THE TOWNSHIP.** The Township hereby represents and warrants that it is not in default under the Sanitary Sewer Agreement, and the Village so agrees.

3. **DESCRIPTION OF TOWNSHIP SOUTH SYSTEM.** The Village and the Township agree that the Township South System includes all sanitary sewer facilities and appurtenances constructed (i) by the Village pursuant to the Sanitary Sewer Agreement, or (ii) by a private or public entity (other than the Village or the Township) and dedicated to and accepted by the Village.

4. **TRANSFER OF TOWNSHIP SOUTH SYSTEM BY VILLAGE TO TOWNSHIP.**

a. The Village and the Township agree that the Sanitary Sewer Agreement has terminated in accordance with its terms and, in consideration of the full satisfaction of all obligations of the Parties, the Village shall transfer (the "Transfer") to the Township (i) all of the Village's right, title and interest in and to the Township South System, as identified on Exhibit A; (ii) any and all of the Village's claims or rights against any third parties, relating to the acquisition, design, construction or ownership of the Township South System; and (iii) to the extent permitted by law, any and all licenses, permits and related items issued to the Village by governmental or regulatory authorities, relating to the ownership or operation of the Township South System.

b. The Transfer shall be evidenced by the following instruments of conveyance (the "Conveyance Documents"):

(i) Assignment of Easements from the Village as Grantor to the Township as Grantee in the form attached hereto as Exhibit B.

(ii) Bill of Sale and Assignment from the Village as Assignor in favor of the Township, as Assignee, in the form attached hereto as Exhibit C.

(iii) Quit Claim Deed from the Village as Grantor to the Township as Grantee for title to any and all real property of the Township South System held by and in the name of the Village in the form attached hereto as Exhibit D.

c. The Village agrees to cooperate on a reasonable basis with the Township in the event the Township pursues a claim or right (by litigation or otherwise) against any third party, relating to the acquisition, design, construction or ownership of the Township South System.

d. The Township shall pay the total sum of \$1.00 to the Village for the conveyance of the Township Sewer System by the Village to the Township. The \$1.00 shall be paid by the Township to the Village at the Closing (as defined below).

5. **OWNERSHIP, ADMINISTRATION, OPERATION AND MAINTENANCE OF TOWNSHIP SOUTH SYSTEM.** Upon the Closing, the Township South System shall be owned, administered, operated and maintained by the Township.

6. **CLOSING.** The Transfer shall be closed on a date and at a time mutually acceptable to the parties hereto on or before _____ 1, 2023 (or such later date as all parties hereto consent in writing), at the offices of the Township Hall, in Pentwater, Michigan (the "Closing"). The Transfer shall be effective as of April 1, 2023. At or prior to the Closing, the Village shall execute and deliver the Conveyance Documents.

7. **FURTHER ASSURANCES.** The Village, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of the Township,

the Village will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by the Township in order for the Township, its successors and assigns to enjoy the benefits of the Township South System, including, without limitation, assignments of easements, permits, and rights-of-way relative to the building, installation, construction, inspection, operation, maintenance, repair and replacement of the Township South System.

8. **FURTHER AGREEMENT.** The Parties intend to execute a similar agreement for the transfer and conveyance of the real and personal property interests comprising the Township North System by the Village to the Township.

9. **MISCELLANEOUS.** This Transfer Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Unless otherwise specifically provided, all notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Transfer Agreement or such other address or addresses as shall be specified by the Parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Transfer Agreement has been executed in the State of Michigan and shall be governed by Michigan law. It is specifically agreed among the Parties to this Transfer Agreement that Oceana County, State of Michigan, is the place of performance of this Transfer Agreement and in the event that any legal proceeding is brought to enforce this Transfer Agreement or any provision hereof, the same shall be brought in the Oceana County Circuit Court. This Transfer Agreement may only be amended pursuant to a written document executed by all of the Parties hereto. The waiver by any party hereto of a breach or violation of any provision of this Transfer Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Transfer Agreement. In the event any provision

of this Transfer Agreement is determined to be invalid by any court or tribunal having jurisdiction, the balance of the Transfer Agreement shall remain in full force and effect. It is contemplated that this Transfer Agreement shall be executed in multiple counterparts, all of which together shall be deemed to be one contract. There shall be no other beneficiary or third-party beneficiary to this Transfer Agreement; no remedy is provided or intended by this Transfer Agreement to the customers of the Parties. This Transfer Agreement represents the entire understanding and agreement between the Parties hereto with regard to the matters addressed herein. All prior oral or, except to the extent provided herein, written understandings and agreements with regard to the matters addressed herein are specifically merged herein. The captions in this Transfer Agreement are for convenience only and shall not be considered as a part of this Transfer Agreement or in any way to amplify or modify the terms and provisions hereof. This Transfer Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Transfer Agreement. This Transfer Agreement has been prepared and negotiations occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Transfer Agreement therefore shall not be construed against either Party. All Exhibits attached hereto are incorporated herein by reference as though fully stated herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE FOR SEWER SYSTEM TRANSFER AGREEMENT]

VILLAGE OF PENTWATER:

Date: _____, 2023

By: _____

Chris Brown

Its: Village Manager

Date: _____, 2023

By: _____

Jeff Hodges

Its: Village President

TOWNSHIP OF PENTWATER:

Date: _____, 2023

By: _____

Lynne Cavazos

Its: Township Supervisor

Date: _____, 2023

By: _____

Maureen Murphy

Its: Township Clerk

EXHIBIT A

DESCRIPTION OF TOWNSHIP SOUTH SYSTEM ASSETS LOCATED WITHIN THE TOWNSHIP OF PENTWATER, OCEANA COUNTY

All collecting sewers, force mains and transmission mains, pumps, valves, controls, treatment facilities, and any and all appurtenances thereto, which comprise the sanitary sewer collection system that serves portions of the Apache Hills, Ottawattamie Park, Mears Addition to Middlesex, and Gamble's residential subdivisions via the Hilltop Drain Field System (which has been and is currently operating without an EGLE-issued permit) and the Wayne Road Drain Field System located within the Township south of Pentwater Lake.

EXHIBIT B

Assignment of Easements

[Attached]

ASSIGNMENT OF EASEMENTS

VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan 49449, as Grantor, hereby assigns, conveys and quit claims to the TOWNSHIP OF PENTWATER, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan 49449, as Grantee, for the sum of \$1.00, the receipt of which is hereby acknowledged, all of its right, title and interest in and to all easements and rights-of-way across public or private lands obtained in the name of the Village of Pentwater, with respect to lands located within the Township of Pentwater, Oceana County, Michigan, including without limitation the individual easements referenced on the attached Exhibit A; provided, however, that to the extent any easement included within the attached Exhibit A is not part of, or necessary for the ownership, operation or maintenance of, the Township _____ System, as more particularly described on Exhibit B attached hereto, such easement is not assigned by the Village of Pentwater to the Township of Pentwater.

Grantor, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of Grantee, Grantor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by Grantee in order for Grantee, its successors and assigns to enjoy the benefits of any such easements.

This assignment is exempt from Michigan State Transfer Tax pursuant to MCL §207.526(a) and from County Transfer Tax pursuant to MCL §207.505(a).

Dated this ____ day of _____, 2019.

SIGNED BY:

VILLAGE OF PENTWATER

By: _____ By: _____
Jeff Hodges Rande S. Listerman
Its: President Its: Clerk/Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

Acknowledged before me in Oceana County, Michigan, this ____ day of _____, 2023, by Jeff Hodges, Village President and Rande S. Listerman, Village Clerk/Treasurer, on behalf of the Village of Pentwater.

*
Notary Public, _____ County, Michigan
Acting in Oceana County, Michigan
My commission expires: _____

Drafted By And When Recorded Return To:
Mark E. Nettleton, Attorney
Mika Meyers PLC
900 Monroe Ave., N.W.
Grand Rapids, MI 49503-1423

Tax Parcel # _____ Recording Fee _____ Transfer Tax \$0

EXHIBIT A

Easements located in the Township of Pentwater, Oceana County, Michigan:

Parcel No.	Document Reference Number (if known)	Property Address (if known)
------------	-----------------------------------------	-----------------------------

EXHIBIT C

Bill of Sale and Assignment (Township South System)

[Attached]

April 3, 2023

BILL OF SALE AND ASSIGNMENT

(PENTWATER TOWNSHIP SANITARY SEWER COLLECTION SYSTEM)

THIS BILL OF SALE AND ASSIGNMENT (“Bill of Sale”) is made as of _____, 2023, by the VILLAGE OF PENTWATER, a Michigan general law village, (“Assignor”) in favor of the TOWNSHIP OF PENTWATER, a Michigan general law township (the “Township”).

RECITALS

WHEREAS, Assignor and the Township are parties to a Sewer System Transfer Agreement dated as of _____, 2023 (the “Agreement”); and

WHEREAS, in exchange for the consideration recited in the Agreement, Assignor has agreed to transfer to the Township Assignor’s right, title and interest in the Township Sewer System.

AGREEMENT

In consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

SECTION 1. DEFINED TERMS. The capitalized terms used in this Bill of Sale and not otherwise defined in this Bill of Sale shall have the meanings assigned thereto in the Agreement.

SECTION 2. ASSIGNMENT. Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY, DELIVER, SET OVER and QUIT CLAIM to the Township, its successors and assigns, all right, title and interest of Assignor in and to the following (the “Assets”):

- a. the components of the Township Sewer System as described on Exhibit A hereto;
- b. any and all of Assignor’s claims or rights against any third parties, relating to the acquisition, design, construction, ownership, operation or maintenance of the aforesaid components of the Township Sewer System; and
- c. to the extent permitted by law, any and all licenses, permits and related items issued to Assignor by governmental or regulatory authorities, relating to the ownership, operation or maintenance of the aforesaid components of the Township Sewer System.

SECTION 3. WARRANTY. The Assets are conveyed hereby with all warranties currently in effect. Furthermore,

a. Assignor represents that, to the best of its knowledge, all easements, rights-of-way, equipment and components associated with or necessary for operation of the Township Sewer System have been or are herewith being conveyed to the Township.

b. Assignor represents that, (i) all contractors with whom Assignor contracted in connection with the Assets have been paid in accordance with their respective contracts, and (ii) there exist no liens, encumbrances, obligations, liabilities, commitments, claims, charges or restrictions of any kind with respect to the Assets which have been created or permitted by Assignor.

SECTION 4. ENTIRE AGREEMENT. All Exhibits attached to this Bill of Sale form a part of this Bill of Sale and shall be given full force and effect, as fully as if set forth at length in this Bill of Sale. No alteration, amendment, change or addition to this Bill of Sale shall be binding upon the Township or Assignor unless reduced to writing and signed by Assignor and the Township.

SECTION 5. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing in this Bill of Sale are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Bill of Sale, or in any way affect this Bill of Sale.

SECTION 6. FURTHER ASSURANCES. Assignor, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of the Township, Assignor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by the Township in order for the Township, its successors and assigns to enjoy the benefits of the Township Sewer System, including, without limitation, assignments of easements and rights-of-way relative to the building, installation, construction, inspection, operation, maintenance, repair and replacement of the Township Sewer System.

SECTION 7. EFFECTIVE DATE AND TIME. This Bill of Sale will be effective for all purposes as of 12:01 a.m., local time in Pentwater, Michigan, on _____, 2023.

SECTION 8. POWER OF ATTORNEY. In the sole discretion of the Township and to the extent deemed necessary by the Township, upon written request of the Township to the Assignor, Assignor agrees to appoint in writing the Township, its successors and assigns, the true and lawful attorney of Assignor, on behalf of and for the benefit of the Township, its successor and assigns, to demand and receive any and all of the properties and assets hereby sold, assigned, transferred, conveyed and delivered to the Township by the terms of this Bill of Sale, and to give receipts and releases for the same, and any part thereof, and from time to time to institute and prosecute actions, suits and demands in the name of Assignor, or otherwise, for the benefit of the Township, its successors or assigns, which the Township, its successors or assigns may deem proper in order to collect or reduce to possession any of such properties and assets, or to enforce any claim or right of any kind in respect thereof and to do all acts and things in relation to such properties, assets, claims and rights which the Township, its successors or permitted assigns, shall deem desirable with respect to the properties and assets hereby sold, assigned, transferred, conveyed and delivered

to the Township by the terms of this Bill of Sale. Assignor hereby acknowledges that the foregoing powers are coupled with an interest and are not revocable.

SECTION 9. BINDING. This Bill of Sale and all of its provisions shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Assignor and the Township.

IN WITNESS WHEREOF, Assignor has duly signed this Bill of Sale as of the day and year first above written.

ASSIGNOR:

VILLAGE OF PENTWATER:

Date: _____, 2023

By: _____

Chris Brown

Its: Village Manager

Date: _____, 2023

By: _____

Jeff Hodges

Its: Village President

TOWNSHIP OF PENTWATER:

Date: _____, 2023

By: _____

Lynne Cavazos

Its: Township Supervisor

Date: _____, 2023

By: _____

Maureen Murphy

Its: Township Clerk

EXHIBIT A
DESCRIPTION OF TOWNSHIP SEWER SYSTEM
[to be inserted]

EXHIBIT D

Quit Claim Deed

[Attached]

QUIT CLAIM DEED

VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan 49449, as Grantor, hereby conveys and quit claims to the TOWNSHIP OF PENTWATER, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan 49449, as Grantee, for the sum of \$1.00, the receipt of which is hereby acknowledged, the following described real property situated in the Township of Pentwater, Oceana County, Michigan:

[insert legal description of Property and Parcel No.]

This deed is exempt from Michigan State Transfer Tax pursuant to MCL §207.526(h) and from County Transfer Tax pursuant to MCL §207.505(h).

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Dated this ____ day of _____, 2023.

SIGNED BY:

VILLAGE OF PENTWATER

By: _____
Jeff Hodges
Its: President

By: _____
Rande S. Listerman
Its: Clerk/Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

Acknowledged before me in Oceana County, Michigan, this ____ day of _____, 2023, by Jeff Hodges, Village President and Rande S. Listerman, Village Clerk/Treasurer, on behalf of the Village of Pentwater.

*
Notary Public, _____ County, Michigan
Acting in Oceana County, Michigan
My commission expires: _____

Drafted By And When Recorded Return To:
Mark E. Nettleton, Attorney
Mika Meyers PLC
900 Monroe Ave., N.W.
Grand Rapids, MI 49503-1423

Send Subsequent Tax Bills To:
Township of Pentwater
500 North Hancock Street
Pentwater, Michigan 49449

Tax Parcel # _____ Recording Fee _____ Transfer Tax \$0

EXHIBIT B

Assignment of Easements

[Attached]

ASSIGNMENT OF EASEMENTS

VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan 49449, as Grantor, hereby assigns, conveys and quit claims to the TOWNSHIP OF PENTWATER, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan 49449, as Grantee, for the sum of \$1.00, the receipt of which is hereby acknowledged, all of its right, title and interest in and to all easements and rights-of-way across public or private lands obtained in the name of the Village of Pentwater, with respect to lands located within the Township of Pentwater, Oceana County, Michigan, including without limitation the individual easements referenced on the attached Exhibit A; provided, however, that to the extent any easement included within the attached Exhibit A is not part of, or necessary for the ownership, operation or maintenance of, the Township _____ System, as more particularly described on Exhibit B attached hereto, such easement is not assigned by the Village of Pentwater to the Township of Pentwater.

Grantor, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of Grantee, Grantor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by Grantee in order for Grantee, its successors and assigns to enjoy the benefits of any such easements.

This assignment is exempt from Michigan State Transfer Tax pursuant to MCL §207.526(a) and from County Transfer Tax pursuant to MCL §207.505(a).

Dated this ____ day of _____, 2019.

SIGNED BY:

VILLAGE OF PENTWATER

By: _____ By: _____
Jeff Hodges Rande S. Listerman
Its: President Its: Clerk/Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

Acknowledged before me in Oceana County, Michigan, this ____ day of _____, 2023, by Jeff Hodges, Village President and Rande S. Listerman, Village Clerk/Treasurer, on behalf of the Village of Pentwater.

*
Notary Public, _____ County, Michigan
Acting in Oceana County, Michigan
My commission expires: _____

Drafted By And When Recorded Return To:
Mark E. Nettleton, Attorney
Mika Meyers PLC
900 Monroe Ave., N.W.
Grand Rapids, MI 49503-1423

Tax Parcel # _____ Recording Fee _____ Transfer Tax \$0

EXHIBIT A

Easements located in the Township of Pentwater, Oceana County, Michigan:

Parcel No.	Document Reference Number (if known)	Property Address (if known)
------------	-----------------------------------------	-----------------------------

EXHIBIT B

**DESCRIPTION OF TOWNSHIP _____ SYSTEM ASSETS LOCATED WITHIN THE TOWNSHIP OF
PENTWATER, OCEANA COUNTY, MICHIGAN**

All collecting sewers, force mains and transmission mains, pumps, valves, controls, panels, and any and all appurtenances thereto, which comprise within the Township of Pentwater.

EXHIBIT C

Bill of Sale and Assignment (Township South System)

[Attached]

April 3, 2023

BILL OF SALE AND ASSIGNMENT

(PENTWATER TOWNSHIP SANITARY SEWER COLLECTION SYSTEM)

THIS BILL OF SALE AND ASSIGNMENT (“Bill of Sale”) is made as of _____, 2023, by the VILLAGE OF PENTWATER, a Michigan general law village, (“Assignor”) in favor of the TOWNSHIP OF PENTWATER, a Michigan general law township (the “Township”).

RECITALS

WHEREAS, Assignor and the Township are parties to a Sewer System Transfer Agreement dated as of _____, 2023 (the “Agreement”); and

WHEREAS, in exchange for the consideration recited in the Agreement, Assignor has agreed to transfer to the Township Assignor’s right, title and interest in the Township Sewer System.

AGREEMENT

In consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

SECTION 1. DEFINED TERMS. The capitalized terms used in this Bill of Sale and not otherwise defined in this Bill of Sale shall have the meanings assigned thereto in the Agreement.

SECTION 2. ASSIGNMENT. Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY, DELIVER, SET OVER and QUIT CLAIM to the Township, its successors and assigns, all right, title and interest of Assignor in and to the following (the “Assets”):

- a. the components of the Township Sewer System as described on Exhibit A hereto;
- b. any and all of Assignor’s claims or rights against any third parties, relating to the acquisition, design, construction, ownership, operation or maintenance of the aforesaid components of the Township Sewer System; and
- c. to the extent permitted by law, any and all licenses, permits and related items issued to Assignor by governmental or regulatory authorities, relating to the ownership, operation or maintenance of the aforesaid components of the Township Sewer System.

SECTION 3. WARRANTY. The Assets are conveyed hereby with all warranties currently in effect. Furthermore,

a. Assignor represents that, to the best of its knowledge, all easements, rights-of-way, equipment and components associated with or necessary for operation of the Township Sewer System have been or are herewith being conveyed to the Township.

b. Assignor represents that, (i) all contractors with whom Assignor contracted in connection with the Assets have been paid in accordance with their respective contracts, and (ii) there exist no liens, encumbrances, obligations, liabilities, commitments, claims, charges or restrictions of any kind with respect to the Assets which have been created or permitted by Assignor.

SECTION 4. ENTIRE AGREEMENT. All Exhibits attached to this Bill of Sale form a part of this Bill of Sale and shall be given full force and effect, as fully as if set forth at length in this Bill of Sale. No alteration, amendment, change or addition to this Bill of Sale shall be binding upon the Township or Assignor unless reduced to writing and signed by Assignor and the Township.

SECTION 5. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing in this Bill of Sale are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Bill of Sale, or in any way affect this Bill of Sale.

SECTION 6. FURTHER ASSURANCES. Assignor, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of the Township, Assignor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by the Township in order for the Township, its successors and assigns to enjoy the benefits of the Township Sewer System, including, without limitation, assignments of easements and rights-of-way relative to the building, installation, construction, inspection, operation, maintenance, repair and replacement of the Township Sewer System.

SECTION 7. EFFECTIVE DATE AND TIME. This Bill of Sale will be effective for all purposes as of 12:01 a.m., local time in Pentwater, Michigan, on _____, 2023.

SECTION 8. POWER OF ATTORNEY. In the sole discretion of the Township and to the extent deemed necessary by the Township, upon written request of the Township to the Assignor, Assignor agrees to appoint in writing the Township, its successors and assigns, the true and lawful attorney of Assignor, on behalf of and for the benefit of the Township, its successor and assigns, to demand and receive any and all of the properties and assets hereby sold, assigned, transferred, conveyed and delivered to the Township by the terms of this Bill of Sale, and to give receipts and releases for the same, and any part thereof, and from time to time to institute and prosecute actions, suits and demands in the name of Assignor, or otherwise, for the benefit of the Township, its successors or assigns, which the Township, its successors or assigns may deem proper in order to collect or reduce to possession any of such properties and assets, or to enforce any claim or right of any kind in respect thereof and to do all acts and things in relation to such properties, assets, claims and rights which the Township, its successors or permitted assigns, shall deem desirable with respect to the properties and assets hereby sold, assigned, transferred, conveyed and delivered

to the Township by the terms of this Bill of Sale. Assignor hereby acknowledges that the foregoing powers are coupled with an interest and are not revocable.

SECTION 9. BINDING. This Bill of Sale and all of its provisions shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Assignor and the Township.

IN WITNESS WHEREOF, Assignor has duly signed this Bill of Sale as of the day and year first above written.

ASSIGNOR:

VILLAGE OF PENTWATER:

Date: _____, 2023

By: _____
Chris Brown
Its: Village Manager

Date: _____, 2023

By: _____
Jeff Hodges
Its: Village President

TOWNSHIP OF PENTWATER:

Date: _____, 2023

By: _____
Lynne Cavazos
Its: Township Supervisor

Date: _____, 2023

By: _____
Maureen Murphy
Its: Township Clerk

EXHIBIT A
DESCRIPTION OF TOWNSHIP SEWER SYSTEM
[to be inserted]

EXHIBIT D

Quit Claim Deed

[Attached]

QUIT CLAIM DEED

VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan 49449, as Grantor, hereby conveys and quit claims to the **TOWNSHIP OF PENTWATER**, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan 49449, as Grantee, for the sum of \$1.00, the receipt of which is hereby acknowledged, the following described real property situated in the Township of Pentwater, Oceana County, Michigan:

[insert legal description of Property and Parcel No.]

This deed is exempt from Michigan State Transfer Tax pursuant to MCL §207.526(h) and from County Transfer Tax pursuant to MCL §207.505(h).

The **Grantor** grants to the **Grantee** the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Dated this ____ day of _____, 2023.

SIGNED BY:

VILLAGE OF PENTWATER

By: _____ By: _____
Jeff Hodges Rande S. Listerman
Its: President Its: Clerk/Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

Acknowledged before me in Oceana County, Michigan, this ____ day of _____, 2023, by Jeff Hodges, Village President and Rande S. Listerman, Village Clerk/Treasurer, on behalf of the Village of Pentwater.

*
Notary Public, _____ County, Michigan
Acting in Oceana County, Michigan
My commission expires: _____

Drafted By And When Recorded Return To:
Mark E. Nettleton, Attorney
Mika Meyers PLC
900 Monroe Ave., N.W.
Grand Rapids, MI 49503-1423

Send Subsequent Tax Bills To:
Township of Pentwater
500 North Hancock Street
Pentwater, Michigan 49449

Tax Parcel # _____ Recording Fee _____ Transfer Tax \$0

NB d)

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

Minutes of a regular meeting of the Township Board of the Township of Pentwater, held at the Pentwater Township Hall, 500 N. Hancock Street, within the Township, on the ___ day of _____, 2023, at 6:00 p.m. Local Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and seconded by Member _____:

RESOLUTION NO. 2023-12

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF
MEMORANDUM OF UNDERSTANDING FOR SEWAGE TREATMENT SERVICES
AND MATTERS RELATED THERETO**

WHEREAS, the Township of Pentwater (the "Township") and the Village of Pentwater (the "Village") were parties to a Sanitary Sewer Agreement dated June 18, 1984 (the "Sanitary Sewer Agreement");

WHEREAS, the Sanitary Sewer Agreement provided, among other provisions, for the construction, operation, maintenance, repair and replacement of certain of the sanitary sewer infrastructure located within the Township by the Village (the "Township North System") and the transportation and treatment of sewage from the Township North System to and by the Village's wastewater treatment plant (the "Sewage Treatment Plant");

WHEREAS, the Village has provided notice to the Township of the termination of the Sanitary Sewer Agreement in accordance with that agreement's provisions;

WHEREAS, the parties desire to continue to have the sewage from the Township North System treated by the Sewage Treatment Plant on a wholesale, instead of a retail basis;

WHEREAS, the parties have been negotiating on an agreement to continue to have the sewage from the Township North System treated by the Sewage Treatment Plant on a wholesale basis, but have not yet finalized the terms of such an agreement; and

WHEREAS, it is necessary and in the best interest of the Township and the Village to enter into a temporary agreement to permit the Village to continue to provide for the treatment of the sewage from the Township North System at the Sewage Treatment Plant, while the parties continue to work on a long-term intergovernmental wholesale sewer agreement; and

WHEREAS, a proposed Memorandum of Understanding for Sewage Treatment Services (the "MOU") by and between the Township and the Village has been presented to the Township Board in the form on file with the Township Clerk.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Township Board hereby determines that it is necessary and in the best interest of the Township of Pentwater to enter into the MOU for a one-year period (April 1, 2023 through and including March 31, 2024) with the Village to provide for the treatment of sewage from the Township North System by the Village at the Sewage Treatment Plant on a wholesale basis while the parties continue to negotiate and work on a long-term intergovernmental wholesale sewer agreement.

2. The Township Board hereby approves the MOU in the form on file with the Township Clerk.

3. The Township Board hereby authorizes and directs the Township Supervisor and Township Clerk to execute and deliver the MOU to the Village in the form on file with the Township Clerk with such additions and deletions as shall be determined by the Township

Supervisor and Township Clerk, in consultation with the Township Attorney, to be in the best interest of the Township to effectuate the continued treatment of sewage from the Township North System.

4. The Township Clerk is hereby authorized and directed to deliver a certified copy of this resolution to the Village.

5. The approval, execution and delivery of the MOU by the Township is subject to and expressly conditioned on the approval and execution of separate agreements by and between the Township and the Village for the conveyance by the Village of the real and personal property interests and components comprising the Township North System and the Township South System (as defined in the MOU) to the Township.

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

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Maureen Murphy, Township Clerk
Township of Pentwater

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

I, the undersigned, the duly qualified and acting Clerk of the Township of Pentwater (the "Township"), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Township at a rescheduled regular meeting held on the ___ day of _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2023.

Maureen Murphy, Township Clerk
Township of Pentwater

MEMORANDUM OF UNDERSTANDING FOR SEWAGE TREATMENT SERVICES

This Memorandum of Understanding for Sewage Treatment Services (the "MOU") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), is made between the VILLAGE OF PENTWATER, a Michigan general law village, whose address is 65 South Hancock Street, Pentwater, Michigan (the "Village"), and the TOWNSHIP OF PENTWATER, a Michigan general law township, whose address is 500 North Hancock Street, Pentwater, Michigan (the "Township"). In this MOU, either the Village and/or the Township may also be referred to individually as a "Party" or jointly as the "Parties".

WHEREAS, the Parties were parties to a Sanitary Sewer Agreement dated June 18, 1984 (the "Sanitary Sewer Agreement");

WHEREAS, the Sanitary Sewer Agreement provided for the construction, financing, operation, maintenance, repair and replacement of the sanitary sewer infrastructure located within the Village (including the Village's wastewater treatment plant (the "Sewage Treatment Plant") (the "Village Sewage Disposal System"));

WHEREAS, the Sanitary Sewer Agreement provided for the construction, financing, operation, maintenance, repair and replacement of certain of the sanitary sewer infrastructure located within the Township by the Village;

WHEREAS, the sanitary sewer infrastructure located within the Township consists of two separate and unconnected sewer systems including: (1) a 2 1/2" force main and related appurtenances located along US-31 business route (Monroe Road) in the Township lying northerly and easterly of Pentwater Lake, which was constructed as part of the Village Sewage Disposal System and, pursuant to the Sanitary Sewer Agreement, was owned, operated and maintained by the Village (the "Township North System"), and (2) the sanitary sewer collection system that serves portions of the Apache Hills, Ottawattamie Park, Mears Addition to Middlesex, and Gamble's residential subdivisions via the Hilltop Drain Field System (which has been and is currently operating without an EGLE-issued permit) and the Wayne Road Drain Field System located within the Township south of Pentwater Lake (collectively, the "Township South System") (collectively the Township North System and the Township South System is referred to herein as the "Township Sewer System");

WHEREAS, pursuant to the Sanitary Sewer Agreement, the Village provided the Township with collection and treatment capacity in the Village Sewage Disposal System up to 15,000 gallons per day for Sewage from the Township North System;

WHEREAS, no collection or treatment capacity in the Village Sewage Disposal System was allocated to the Township South System;

WHEREAS, the Village has operated and maintained the Township Sewer System since the execution of the Sanitary Sewer Agreement;

WHEREAS, paragraph 16 of the Sanitary Sewer Agreement provided that:

“This Agreement shall become effective and binding upon the parties hereto as of the date of the last signature of a party and shall remain in effect until all bonds sold for system construction are retired unless sooner terminated by mutual agreement of the parties. It shall further inure to the benefit of and be binding upon any successors in jurisdiction to any of the parties hereto. Should any provisions hereof be declared unlawful for any reason, it shall not affect the remainder of said Agreement, which shall continue in full force and effect. The within Agreement is further designed to comply with Federal Law 92-500 and the legal rules and regulations promulgated by the Federal EPA thereunder and, in the event of any conflict therewith, said statute rules and regulations shall be hereby deemed controlling. Upon retirement of all bond issues identified in this Agreement that portion of the sewer system with the Township shall become the sole property of the Township outside the Village upon payment to the Village of \$1.00.”

WHEREAS, the bonds related to the sewer system described in the Sanitary Sewer Agreement (the “Bonds”) have been retired;

WHEREAS, on August 8, 2022, the Village provided written notice to the Township of the Village’s intent to terminate the Sanitary Sewer Agreement and discontinue providing for the operation and maintenance of the Township Sewer System (the “Village Termination Notice”);

WHEREAS, the Village and Township have separately, but concurrently, approved and entered into agreements for the conveyance of the Township North System and the Township South System by the Village to the Township; and

WHEREAS, with the conveyance of the Township North System to the Township, it is necessary for the Parties to provide for an interim arrangement for the treatment of sewage from the Township North System to the Village Sewage Treatment Plant, while the Parties continue to negotiate, in good faith, the terms of a long-term Intergovernmental Wholesale Sewer Service Agreement; and

WHEREAS, this MOU is intended to set forth the agreement of the Parties and the terms for the continued treatment of sewage from the Township North System by the Village at the Sewage Treatment Plant on a wholesale basis.

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **Term of MOU.** This MOU shall be in effect from April 1, 2023 through and including March 31, 2024, unless otherwise extended by agreement of the Parties.

2. **Terms for Treatment of Sewage from Township North System.**

a. Beginning on April 1, 2023, the Village shall accept, treat, and dispose of Sewage collected by the Township in the area within the Township served or capable of being served by the Township North System in a manner that is in compliance with all applicable federal, state, and local laws, regulations, requirements, and ordinances pertaining thereto. For purposes of this MOU, “Sewage” shall include a combination of the liquid and water-carried wastes from residences, businesses and buildings, institutions and industrial establishments, together with the ground waters and surface waters as may be present, whether treated or untreated, which is contributed to or

permitted to enter the Village's Sewer System under its ordinances and this MOU. Sewage from the Township North System can be discharged by the Township on a continuous basis to the Village Sewage Disposal System in an amount equal to 6,000 gallons per day (gpd) measured on the basis of an average of the daily flow over the course of each month.

b. Sewage flow from the Township North System shall be measured at the point of connection of the Township Sewer North System to the Village Sewage Disposal System, which is currently located at the Lakeview Drive Lift Station in the Township (which shall hereafter be referred to as the "Sewer Connection Point") via the existing meter (the "Master Sewer Meter") at that Sewer Connection Point. The total volume of Sewage measured by the Master Sewer Meter shall be reported to the Village on a monthly basis.

c. Beginning on April 1, 2023 and through and until March 31, 2024, the Village shall charge and the Township shall pay a wholesale sewer rate for treatment of Sewage from the Township North System at the Sewage Treatment Plant in accordance with this paragraph (the "Wholesale Sewer Rate"). The Wholesale Sewer Rate to be charged to the Township shall be equal to the actual cost of the Village to accept, treat, and dispose of the flow measured at the Master Sewer Meter multiplied by up to 1.15. The "actual cost" of the Village shall be an amount prorated to the applicable billing cycle expressed as a fraction, the numerator of which is the volume of Sewage from the Township North System as measured by the Master Sewer Meter during the applicable billing cycle and the denominator of which is the total average daily capacity of the Village Sewage Disposal System during that same period, multiplied by the sum of: (1) the total operating expenses of the Sewage Treatment Plant, plus (2) debt service expenses and capital expenses of the Sewage Treatment Plant not funded by bond indebtedness as determined by the Village's most recent year's audit. An example of the calculation of the Wholesale Sewer Rate beginning on April 1, 2023, is attached hereto as Exhibit A to this MOU.

d. The Village shall bill the Township quarterly in arrears for wholesale sewer service supplied to the Township North System. Should the Village change its billing cycle for its customers to a monthly basis, then, subject to the approval of the Township in its discretion, the Township will at such time be converted to a monthly billing basis.

e. Invoices for wholesale sewer service billed in accordance with this paragraph shall be payable by the Township to the Village thirty (30) days following delivery of the invoice to the Township. If an invoice is not paid by the Township in part or in full by the due date, the Township shall pay a penalty of one percent (1%) per month on the unpaid amount until the unpaid amount is paid to the Village.

3. **Township Sewer Ordinances.** For the term of this MOU, the Township shall adopt and maintain in effect such ordinances, rules, and regulations as may be necessary to maintain standards for the construction, maintenance, repair, and use of the Township North System. The ordinances, rules, and regulations, and the penalties for violation thereof, shall be at least as stringent as those of the Village, as those ordinances, rules, and regulations exists at present or may be amended from time to time. Any changes in Federal or State law or regulations or the Village ordinances, rules, and regulations which set stricter standards shall automatically become part of this MOU. The Township North System shall be used only to collect and transport such Sewage as is permitted under such laws, ordinances, rules, and regulations, and the discharge permit for the Sewage under such laws, ordinances, rules, and regulations, and the discharge permit for the Sewage Treatment Plant

(the "NPDES Discharge Permit"), as are in effect at the time of the given use. The Village acknowledges that the Township previously adopted the Sewer Rate and Connection Ordinance, Ordinance No. 2, as amended (the "Township Sewer Ordinance") regulating use of the Township Sewer System and the discharge of Sewage generated within the Township at the Sewage Treatment Plant. The Township Sewer Ordinance contains provisions reasonably acceptable to the Village concerning use of the Village Sewage Disposal System, protection of the Village Sewage Disposal System, collection of fees, and administrative and technical matters relating to connection of properties to the Township Sewer System and the Village Sewage Disposal System. The Township shall retain control of the determination of which properties shall or may be connected to the Township North System in the Township.

4. **Emergency Discontinuance.** The Village, with respect to the Village Sewage Disposal System, and the Township, with respect to the Township North System, each hereby reserve to itself the right to temporarily discontinue the service from any of their respective interceptor lines, trunk lines, collector lines, or any other pipelines, without notice in times of emergency, or whenever the Village or the Township shall, upon its determination and after not less than forty-eight (48) hours' notice to the other Party, find it necessary for purposes of testing, repairing, or replacing lines, meters, pumps, or other facilities serving the Township North System. No claim for damages for such discontinuance shall be made against the other Party.

5. **Management.** Subject to the provisions of this MOU, the Village reserves to itself full discretion with respect to all management decisions and related matters pertaining to the Village Sewage Disposal System. Similarly, subject to the provisions of this MOU, the Township reserves to itself full discretion with respect to all management decisions and related matters pertaining to the Township North System.

6. **Sewage Treatment Plant Operation.** The Village shall operate the Sewage Treatment Plant in accordance with the requirements of the applicable NPDES Discharge Permit, provided that liabilities arising out of a failure of the Sewage Treatment Plant to comply with the requirements of the applicable NPDES Discharge Permit caused by excess strength Sewage discharged to the Village Sewage Disposal System by the Township North System shall be the responsibility of the Township.

7. **Force Majeure.** No failure or delay in performance of this MOU by either Party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, terrorism, riots epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, not within the control of the Party claiming suspension; provided that no cause or contingency shall relieve the Township of its obligation make payment for sewage services provided by the Village Sewage Disposal System to the Township.

8. **Inspection Rights and Notice Requirements.** The Village, at the cost of the Village, shall at all times have the right to enter upon and inspect the Township North System and all properties connected thereto for the purpose of protecting the Village's rights under this MOU. The Township shall comply with the reasonable requests of the Village for information relating to the Township North System. The Village shall comply with the reasonable requests of the Township for information relating to the computation of the Wholesale Sewer Rate. The Township will keep the Village fully and continually informed regarding its plans for any installation of improvements to or

extensions of the Township North System, including construction and completion schedules. If and when the Township receives a request for an additional connection to the Township North Sewer System, the Township shall give prompt notice to the Village thereof and state the estimated Sewage from the premises to be connected.

9. **Records and Plans.** For all proposed construction, additions, alterations or relocations of the Township North System, or components thereof, the Township shall provide as-built plans to the Village for each construction, addition, alteration or relocation of such facilities within ninety (90) days following the date of final completion thereof.

10. **No Third-Party Beneficiary.** There shall be no other beneficiary or third-party beneficiary to this MOU. No remedy is provided or intended by this MOU to the customers of the parties.

11. **Assignment.** This MOU may not be assigned to another entity by either Party without prior written consent of the other Party.

12. **Entire Agreement.** This MOU sets forth the entire understanding of the Parties with respect to its subject matter. This MOU supersedes and/or replaces all prior oral or written agreements between the Parties.

13. **Severability.** In the event any provision of this Agreement is determined to be invalid by any court or tribunal having jurisdiction, the balance of the Agreement shall remain in full force and effect.

14. **Applicable Law.** This MOU shall be interpreted under the laws of the State of Michigan.

15. **Venue.** It is specifically agreed among the Parties to this MOU that Oceana County, State of Michigan, is the place of performance of this MOU. In the event that any legal proceeding is brought to enforce this MOU or any provision hereof, the same shall be brought in the Oceana County Circuit Court.

16. **Construction.** This MOU has been prepared and negotiations occurred in connection with said preparation pursuant to the joint efforts of the Parties. This MOU therefore shall not be construed against either Party.

17. **Notices.** Unless otherwise provided herein, notice, including any notice, communication, request, reply, or advice herein provided or permitted to be given, made, or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, addressed to the Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

<p>If to the Village, to:</p> <p>Village of Pentwater Attn: Manager 65 South Hancock Street Pentwater, Michigan 49449</p>	<p>If to the Township, to:</p> <p>Township of Pentwater Attn: Supervisor 500 North Hancock Street Pentwater, Michigan 49449</p>
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The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this MOU to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Effective Date of this MOU.

VILLAGE OF PENTWATER:

Date: _____, 2023

By: _____

Chris Brown

Its: Village Manager

Date: _____, 2023

By: _____

Jeff Hodges

Its: Village President

TOWNSHIP OF PENTWATER:

Date: _____, 2023

By: _____

Lynne Cavazos

Its: Township Supervisor

Date: _____, 2023

By: _____

Maureen Murphy

Its: Township Clerk

Exhibit A

TOWNSHIP NORTH 2023 RATE FORMULA

TOTAL GALLONS PROCESSED		BASED OFF YE 3/31/2022
BY VILLAGE SYSTEM	53,084,224.00	
TWSHP BASED ON 6,000 DAILY	2,190,000.00	0.041
VILLAGE USERS	891.0	
TOWNSHIP USERS	44.0	0.049

COST TO PROCESS

Based off Previous years audited numbers		YE 3/31/2022
TOTAL VILLAGE SEWER EXP	\$ 835,400.00	
LESS PUMP & DISTRIBUTION	(74,000.00)	
NET COST TO PRECESS	\$ 761,400.00	
TOWNSHIP PORTION	4%	31,411.71
PLUS 15%		4,711.76
TOTAL ANNUAL RATE		\$ 36,123.46
AMOUNT BILLED PER QUARTER		\$ 9,030.87

NB e)

MEMORANDUM

To: Pentwater Township Board of Trustees

From: Keith Edwards, Deputy Township Supervisor

Date: April 3, 2023

**Subject: Request for Township Board Approval of F&V Operations Proposal
Township North and South Sanitary Sewer Systems
Operations & Maintenance**

Introduction

As a result of the imminent transfer of the Sanitary Sewer Infrastructure within the Township from the Village of Pentwater to Pentwater Township, we have asked Fleis & Vandenbrink to provide a proposal for operating & maintaining the "Township North" and "Township South" Sanitary Sewer Systems. That proposal is attached for your review. This is a time and materials contract proposal with an estimated budge of \$2,500 per month, or \$30,000 annually. This line item has been approved within Fund 592 Sewer, line no. 592-538-830.003 within the 2023-2024 Budget under Department 538 – Shared N&S Sewer Expenditures.

At this time, Staff recommends that the Township Board:

1. Approve the attached resolution which would authorize the Township Supervisor or Deputy Supervisor to sign the Operations Proposal from F&V dated March 29, 2023.

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

Minutes of a regular meeting of the Township Board of the Township of Pentwater, held at the Pentwater Township Hall, 500 N. Hancock Street, within the Township, on the 12th day of April, 2023, at 6:00 p.m. Local Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and seconded by Member _____:

RESOLUTION NO. 2023-13

**RESOLUTION TO APPROVE AND AUTHORIZE
EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH F&V
OPERATIONS AND RESOURCES MANAGEMENT, INC. RELATING TO
OPERATION AND MAINTENANCE OF TOWNSHIP SEWER SYSTEM AND
MATTERS RELATED THERETO**

WHEREAS, the Township of Pentwater previously approved the conveyance of the sanitary sewer systems located within the Township, commonly referred to as the Township North System and the Township South System (collectively, the "Township Sewer System") by the Village of Pentwater (the "Village") and to the Township; and

WHEREAS, the upon execution and delivery of the necessary conveyance documents by the Village to the Township, the Township will own and be responsible for the operation, maintenance, repair and replacement of the Township Sewer System; and

WHEREAS, it is necessary and in the best interest of the Township and the users of the Township Sewer System for the Township to enter into a Professional Services Agreement with

F&V Operations and Resources Management, Inc. ("F&V") for the operation and maintenance of the Township Sewer System; and

WHEREAS, a proposed Contract by and between the Township and F&V has been presented to the Township Board of the Township of Pentwater, in the form on file with the Township Clerk.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Township Board hereby determines that it is necessary and in the best interest of the Township of Pentwater to enter into the Contract with F&V to provide for the operation, maintenance, repair, replacement and improvement of the Township Sewer System by F&V in accordance with the Contract.

2. The Township Board hereby approves, ratifies and confirms the Contract.

3. The Township Board hereby approves and ratifies the operation, maintenance, repair, replacement and improvement of the Township Sewer System by F&V effective as of April 1, 2023.

4. The Township Board hereby authorizes and directs the Township Supervisor and Township Clerk to execute and deliver the Contract to F&V in the form on file with the Township Clerk, with such additions and deletions as shall be determined by the Township Supervisor and Township Clerk, in consultation with the Township Attorney, to be in the best interest of the Township to effectuate the operation, maintenance, repair, replacement, and improvement of the Township Sewer System by F&V.

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

AYES: Members: _____

NAYS: Members: _____

ABSTAIN: Members: _____

RESOLUTION DECLARED ADOPTED.

Maureen Murphy, Township Clerk
Township of Pentwater

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

I, the undersigned, the duly qualified and acting Clerk of the Township of Pentwater (the "Township"), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Township at a rescheduled regular meeting held on the ___ day of _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2023.

Maureen Murphy, Township Clerk
Township of Pentwater



March 29, 2023

Lynne Cavazos, Township Supervisor
Pentwater Township
500 N. Hancock St
Pentwater, MI 49449

RE: Pentwater Township Operations Proposal

Dear Lynne:

We appreciate the opportunity to submit this proposal for operation of the Pentwater Township wastewater collection system. We are providing the following Scope of Services and Budget estimate. This agreement is a time and material-based agreement structured to cover unknown risk. We believe we may be able to provide a more economical, comprehensive service agreement in the future, as we gain greater familiarity with your system, particularly the areas with aging seasonal grinder pumps.

SCOPE OF SERVICES

We currently have more than 80 Operators in our staff pool and offer a full range of certification levels for wastewater and drinking water operations services. We will provide a Michigan Department of Environment, Great Lakes, and Energy (EGLE) Certified Operator from our staff pool to provide the following services for the Pentwater Township system. Paul Harig has provided similar operations services for the last 20 years to other communities. Paul will initially serve as your operator in charge and transition to your project manager as we add local staff to our ranks to serve your system.

BASE SCOPE OF SERVICES

- Provide basic lift station checks once per week.
- Read and record wastewater flows once week.
- Check residential grinder stations twice annually.
- Provide on-call emergency response 24/7. All emergency response calls will be billed at \$80.00/hour plus mileage.
- Update and develop current practices and SOPs.
- Provide an operations report on a monthly basis.
- Provide up to 26 grinder station repairs annually.
- Will read one water meter monthly.
- Provide Miss Dig marking and staking of sanitary sewer in Right of way and up to grinder can.

ADDITIONAL (NON-BASE) SERVICES:

- Inspect sewer taps as needed during normal working hours.
- Assist with lift station cleaning (vactor) twice annually. Vactor expenses are at owner's expense.
- Assist with flow meter calibration annually. Calibration expenses are at owner's expense.
- Ground water sampling and analysis.
- Other requested services

2960 Lucerne Drive SE; Ste. 100
Grand Rapids, MI 49546
P: 616.588.2900
F: 616.977.1005
www.fv-operations.com

RESPONSIBILITIES OF PENTWATER TOWNSHIP:

- Provide and/or pay for all operations items — this is not included in FVOP base services
- Electricity
- Generator fuel
- Equipment maintenance
- Equipment repair
- Grounds keeping and snow removal
- Additional engineering

PROPOSED STAFFING

FVOP proposes to staff this project with Paul Harig and backup support from our pool of operations staff.

Paul Harig will serve as your routine day-to-day operations specialist. Paul has more than 20 years of experience specifically with systems like yours. Paul is an expert in lift station maintenance, controls and operations. Paul will be responsible for training local staff assigned to your project.

Additional support will be provided by our pool of more than 80 operations staff for your project.

SCHEDULE

We are prepared to begin this work within 7 days upon your written approval of our proposal.

BUDGET

FVOP proposes to complete the Scope of Services on a time and material basis. For the base scope of services, we recommend an estimated budget of \$2,500 per month. We are budgeting 26 call per year for grinder pump repairs during the summer months and miss dig staking. Our budget is based on fixed hourly rates for key personnel and the current United States IRS mileage rate. Mileage and drive time will be charged round trip from our Muskegon office.

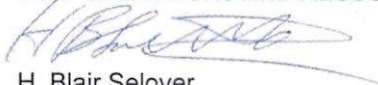
Key Personnel	Hourly Rate
Paul Harig	\$80

These proposal rates are valid through March 1, 2024, at which time FVOP reserves the right to adjust the hourly rate based on wage changes at the beginning of our fiscal year. These services will automatically renew each calendar year. Either party may terminate with or without cause with a 30-day notice.

We thank you for this opportunity and we look forward to working with you. If Pentwater Township concurs with our Scope of Services, Budget, and Terms and Conditions, authorization can be given to begin work by signing the attached Professional Services Agreement and returning it to me via email to bselover@fv-operations.com or via US Mail to 2960 Lucerne Drive SE, Grand Rapids, MI 49546. If you have any questions regarding this proposal or any FVOP services, please contact me at 810.252.8884.

Sincerely,

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.



H. Blair Selover
Group Manager | Principal

Attachments: Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

F&V Operations and Resource Management, Inc.
2960 Lucerne Drive SE, Grand Rapids, Michigan 49546
P: 616.588.2900 F: 616.977.1005

This Professional Services Agreement ("PSA") is entered into between F&V Operations and Resource Management Inc. ("Operator") and **Pentwater Township**, whose address is **500 N. Hancock Street, Pentwater, MI 49449**, ("Owner") where Operator agrees to provide services for Owner and Owner agrees to perform the duties and pay Operator, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows; General consultation and certified Operator support services.

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference:

Operator's proposal / letter dated **March 29, 2023**, a copy of which is attached.

COMPENSATION OF OPERATOR: This PSA is a Cost Plus Hourly Fee contract plus 1.15 times reimbursable expenses unless otherwise specifically indicated in the Operator's proposal. If the work scope can be defined, a budget may be requested by Owner and a lump sum fee may be negotiated and reflected in the Operator's proposal attached..

Owner shall Pay Operator for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within thirty (30) calendar days of presentation of the invoice. Invoices shall be past due thirty (30) calendar days after presentation, and shall then incur interest at the rate of 7% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

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

If Owner objects to any portion of an invoice, Owner shall notify Operator in writing within ten (10) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Operator's favor and not paid by the invoice due date, interest as stated in the PSA shall be paid by Owner on the disputed amount from the original due date.

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

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

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

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Operator shall be paid by Owner on an hourly basis at Operator's customary hourly rates, plus 1.15 times reimbursable expenses, unless otherwise negotiated. If the contract period extends beyond the contracted period described in the Scope of Services or the contracted completion date, all services of Operator thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.15 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Operator's Compensation.

DELAYS. Operator shall not be responsible to Owner for any delay of any type or kind unless caused solely by Operator.

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

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

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

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

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

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

INSURANCE. Upon Owner's request, Operator will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding. Owner and Operator waive any and all rights of subrogation.

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

DIFFERING OR CHANGING PHYSICAL CONDITIONS. Owner understands and agrees that Operator may be working on existing facilities where conditions are not fully known until the work is in progress. The work scope may expand as conditions are uncovered, revealed or as the extents of the work may or may not be determined. Operator will, after becoming aware of the physical conditions, notify Owner of the conditions being encountered. Owner may request Operator to stop work immediately, abandon the planned work and return components to service to the extent possible or proceed with the work based on the projected increase in scope. Operator will be entitled to an equitable adjustment in contract price and contract time based on the increased scope. If the Owner or Operator: (i) encounter conditions at the site which are either subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Operator's Proposal, the Agreement Documents or from those indicated in other written documentation provided or available to the Operator for performance under the PSA or (b) unknown physical conditions of an unusual nature; and (ii) such conditions will cause either a material change in the quantity, quality or programmatic requirements of the work or an adverse impact to the schedule that prevents the Operator from timely or efficiently completing its work, then the Operator shall be entitled to an equitable adjustment in the PSA, the Project Cost and/or the time of performance. Operator may stop work at any time when unsafe conditions are present, when the risk of causing damage/consequential impacts are too high without notice to Owner, site conditions are revealed that in the opinion of the Operator make proceeding with the work not feasible or Owner is not willing to approve additional effort required due to the physical conditions actually present.

CONSTRUCTION PHASE SERVICES. Unless specifically included in the Scope of Services, there are no construction phase services as part of this PSA. It is agreed that the Operator's services under this Agreement do not include project observation, review of the Contractor's performance or any other construction phase services. The Owner assumes all responsibility for all construction phase services including, but not limited to:

Submittal review and approval; Contract document interpretation; Site observations; Change order review and approval; Review and approval of contractor payment applications; Certificates of substantial and final completion; Preparation and disposition of punch lists; Responding to contractor requests for information; Administration of any operational and maintenance and training including collection operational and training manuals.

The Owner waives any claims against the Operator that may be in any way connected with the Owner's decision not to retain the Operator to performance construction phase services. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Operator, its officers, directors, employees and consultants (collectively, Operator) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions.

The Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable shall assume full responsibility for the results of any changes made to the Contract Documents during construction. The Owner agrees to waive any claims against the Operator and to release the Operator from any liability arising directly or indirectly from such changes.

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

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

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Operator may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at

meetings with public authorities, special testing or special documentation. If Operator participates in any way with any permitting process, Operator provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Operator for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

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

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

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

OWNERSHIP OF INSTRUMENTS OF SERVICE. Operator's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Operator are instruments of service for the intended project. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Operator against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon thirty (30) calendar days written notice. Upon termination, Operator shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of F&V Operations and Resource Management, Inc.

OWNER
Pentwater Township

OPERATOR
F&V Operations and Resource Management, Inc.

By: _____

By: _____

Craig L. Shumaker, PE

Title: _____

Title: S. Vice President

Date: _____

Date: _____

By: _____

H. Blair Selover

Title: Group Manager | Principal

Date: _____

Gate fees increase at transfer station

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By John Cavanagh

HERALD-JOURNAL WRITER

Gate fees for some items being dropped at the Oceana County Transfer Station were increased by the Oceana County Board of Commissioners at its regular meeting Jan. 26.

The fees for plastic garbage bags remained the same at \$3 for 15 gallon, \$4 for 30 gallon and \$5 for 50 gallon and up. The fees for full sized pick-up loads without shingles is now \$65 with short box

pick-ups being set at \$45. The fee for full size pick-ups towing trailers up 6-by-10 feet was set at \$60 without shingles and an additional \$15 per foot beyond that.

Shingle loads must be clean, and fees were set at \$75 for a full size pick-up, \$60 for a short box and \$80 for pick-ups with trailers up to 6-by-8 feet with an additional \$15 per foot beyond that.

The board previously increased mattress fees to \$20. It increased appliance fees (small stoves, small freezers) from \$7 to \$15. The fee for washers and dryers was set at \$10, and the fee for refrigerators

went from \$24 to \$25 with large freezer fees set at \$25. The fee for a full size chair increased from \$7 to \$10, and the fee for all televisions increased from \$7 to \$15. The fee for a microwave oven remained the same at \$7.

Passenger car tire fees increased from \$4 to \$5 and pick-up tires up to 30 inches increased from \$13 to \$15.

The transfer station will not accept semi or tractor tires nor will it accept clean or dirty concrete, boats and travel trailers. It set fees for yard waste at \$20 and \$5 for a car battery.

NOTE: NO NB g)

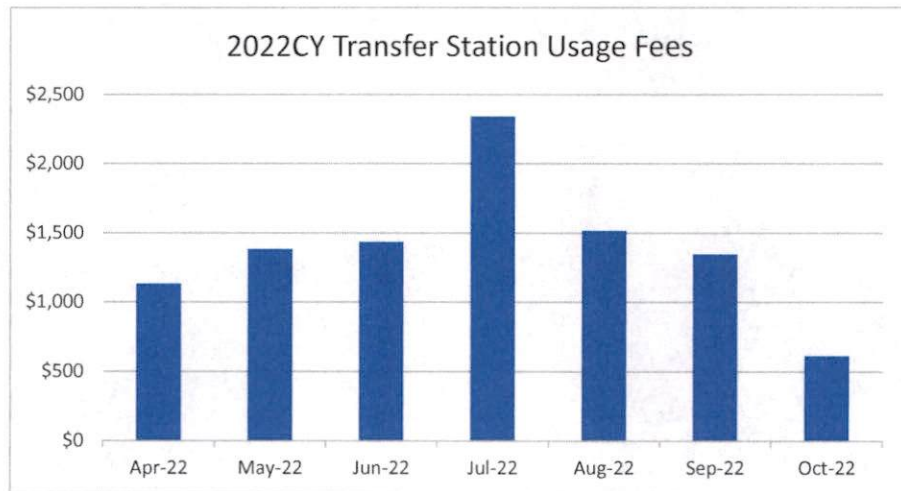
Oceana County - 2023	County Fee	TWP Current	TWP Difference	TWP Proposed	TWP Difference	2023 Board Approved	Notes
Garbage Bags:							
Small - 15 Gallon:	\$3	\$2	(\$1)	\$3			
Medium - 30 Gallon:	\$4	\$2	(\$2)	\$3	(\$1)		
Large - 50 Gallon & Up:	\$5	\$3	(\$2)	\$5			
Pick-up Trucks (No Shingles):							
Short Bed (6'):	\$45	\$30	(\$15)	\$45			
Long Bed (8'):	\$65	\$50	(\$15)	\$65			
Trailer up to 6' x 10':	\$65	\$30 - \$50	(\$15)	\$45 - \$65			Bob estimates load size & charges accordingly
Per Additional Foot:	\$15	N/A	N/A	N/A			Bob estimates load size & charges accordingly
Clean Shingles:							
Short Bed:	\$60	\$30	(\$30)	\$45	(\$15)		
Long Bed:	\$75	\$50	(\$25)	\$65	(\$10)		
Trailer Up to 6' x 8':	\$80	\$30 - \$50	(\$15)	\$45 - \$65	\$15 - \$35		Bob estimates load size & charges accordingly
Per Additional Foot:	\$15	N/A	N/A	N/A			
Mattress:	\$20	\$15	(\$5)	\$15	(\$5)		
Microwave:	\$7	Free	(\$7)	\$7			Able to dispose of at no cost
Small Refrigerator/Freezer:	\$15	Free	(\$15)	\$15			Able to dispose of at no cost
Large Appliance:	\$10 - \$25	\$30	N/A	\$30	\$5		Able to dispose of at no cost
Chair:	\$10	\$10	\$0	\$10			Bob estimates load size & charges accordingly
Sofa:	N/A	\$20 - \$30	N/A	\$20 - \$30			Bob estimates load size & charges accordingly
30 Gallon Barrel:	N/A	\$7	N/A	\$7			
50 Gallon Barrel:	N/A	\$20	N/A	\$20			
Television:	\$15	Free	N/A	\$10	(\$5)		Can no longer dispose of at no cost. Compromise increase.
Tires - Passenger Car/PU/SUV:	\$5	\$5	\$0	See note!			Bob processes at home. Wants to exit this service.
Tires - Trucks up to 30":	\$15	N/A	N/A	N/A			
Yard Waste per "Load":	\$20	\$0	(\$20)	\$0	(\$20)		Bob considering options for future control

**TRANSFER STATION FEE REVENUE
CALENDAR YEAR 2022**

Lines 4 thru 7 come from end of month Transfer Site Report

	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	TOTAL
Total Visitors:	183	0	216	399	294	263	514	1869
Trash:	72		91	182	130	104	155	734
Recycling:	87		105	169	125	126	209	821
Trash & Recycling:	24		20	48	39	33	40	204
								0
Total Fees:	\$1,136	\$1,386	\$1,438	\$2,342	\$1,520	\$1,351	\$618	\$9,791

Week 1	232	409	398	272	465	390	0	
Week 2	126	197	378	725	370	311	173	
Week 3	279	410	87	421	409	310	180	
Week 4	254	370	418	445	276	250	127	
Week 5	245	0	157	479	0	90	138	
	\$1,136	\$1,386	\$1,438	\$2,342	\$1,520	\$1,351	\$618	\$0



Supervisor

From: Ring, Margie (EGLE) <RINGM@michigan.gov>
Sent: Thursday, April 6, 2023 1:41 PM
To: Supervisor
Cc: EGLE-MMD-SW
Subject: RE: New Law for Materials Management

The recent amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, provide for several levels of regulation for solid waste transfer stations. The category your facility would be classified under depends on the volumes of waste handled, and the design of the facility.

If you operate a solid waste transfer facility that does not at any time have on-site more than 50 cubic yards of solid waste and the facility is not designed to accept waste from vehicles with mechanical compaction devices, then you are required to notify the department of your operation, and again each year within 45 days after the end of the state fiscal year. The year end report shall also include a report of the amount of solid waste managed at the facility during the preceding state fiscal year. The notification is required upon initial operation, or for existing facilities, no later than March 29, 2024. This category of facility is not required to pay a fee associated with the registration, and is not required to be in compliance with the County Solid Waste Management Plan, or Materials Management Plan (the existing County Solid Waste Management Plans will be replaced in the coming years with Materials Management Plans)

If your facility has more than 50 cubic yards but less than 200 cubic yards of solid waste on site at any time and is not designed to accept waste from vehicles with mechanical compaction devices, that would require registering the facility with the department. This registration is good for a 5-year period, and is accompanied by a fee of \$750. In addition, the facility is required to report the amount of solid waste managed at the facility each year as described above. Registered facilities must demonstrate compliance with the County Solid Waste Management Plan. The registration must also include the submittal of an operations plan and a site map. Again, existing facilities have until March 29, 2024 to register with the state.

Transfer facilities not exceeding the 200 cubic limit and/or accepting waste from vehicles describe above, would be subject to the permitting and licensing requirements of Part 115.

My understanding of your facility operations leads me to believe that your facility would with be subject to the notification or registration requirements. Please note that in making the determination of the volume of materials handled, you are to consider the amount of solid waste on site at any time, therefore you may exclude those items that are not considered to be solid waste, such as site or source separated recyclables.

Further, the Part 115 amendments include additional regulations for composting sites or sites that temporarily accumulate yard waste that is moved to another site for composting each year. I encourage you to review Section 11555 of Part 115 to assist you in making a determination as to how your site will be categorized. Here is a link to the Part 115 statute: <http://www.legislature.mi.gov/documents/mcl/pdf/mcl-451-1994-ii-3-115.pdf> Section 11555 starts on Page 92 of the document.

Please let me know if I can be of further assistance.

Margie Ring
State Solid Waste Engineering Coordinator
Materials Management Division

MEMORANDUM

To: Pentwater Township Board of Trustees

From: Keith Edwards, Deputy Supervisor and Zoning Administrator

Date: April 5, 2023

Subject: For Board Discussion Only
Consideration for the proposed sale of Township Owned Property
Parcel ID No. 64-044-560-076-00, Village of Pentwater

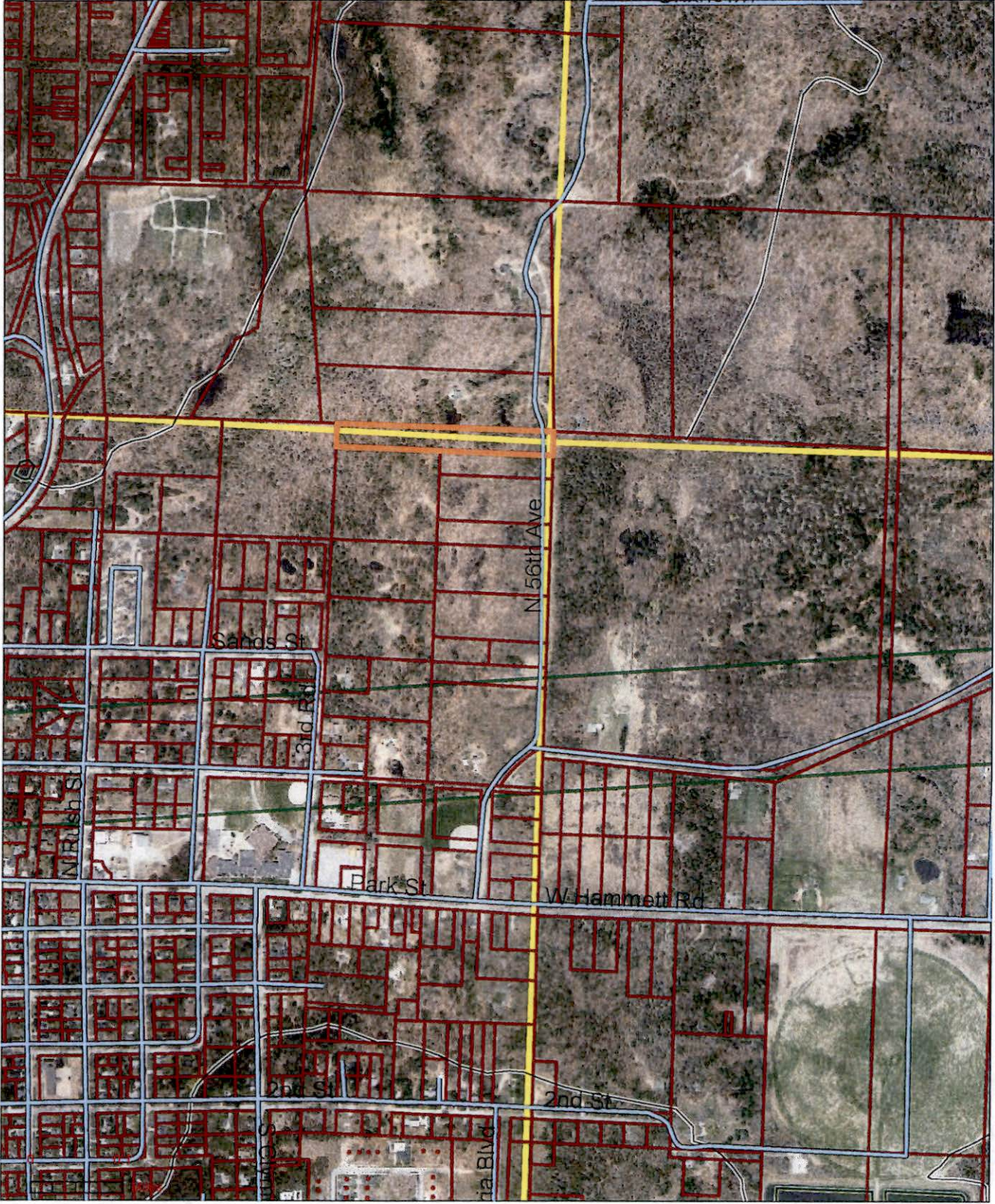
The Township Supervisor has been approached by two individuals who have inquired about purchasing the above referenced property on Oceana Street, which is located within the corporate limits of the Village of Pentwater. The property is located north of Hammett Road and east of the school ball fields. I have also enclosed a copy of an old Section Map and two aerial photographs with the property outlined in orange for reference.

Please find attached with this memorandum a copy of the Assessor's Record Card for the property and a copy of the deed that shows that the property was sold (donated) to the Township by Frances Loree for \$1.00. The only deed restriction is that Frances Loree reserved the mineral rights. A letter from the Township to Frances Loree is also attached for reference.

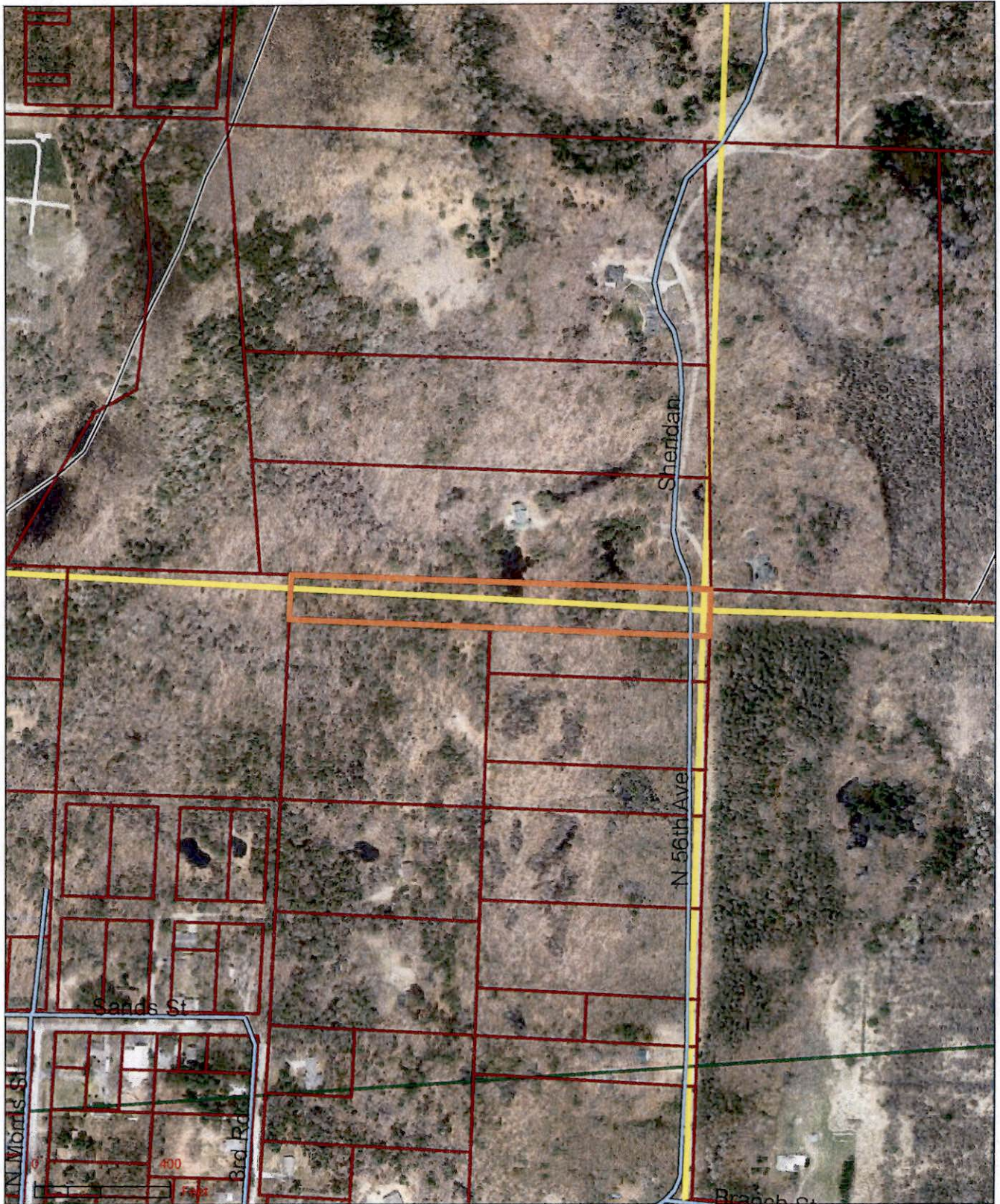
It appears as though the property is now surplus public property and can be sold, if desired, for a suggested minimum price to be recommended in the future by the Township Assessor.

Thus, at this time, the Township Supervisor seeks a discussion with Board members to determine consensus on whether the Township Board of Trustees is willing to consider selling the property or not.

PENTWATER



PENTWATER



Parcel Number: 64-044-560-076-00

Jurisdiction: PENTWATER TOWNSHIP

County: OCEANA

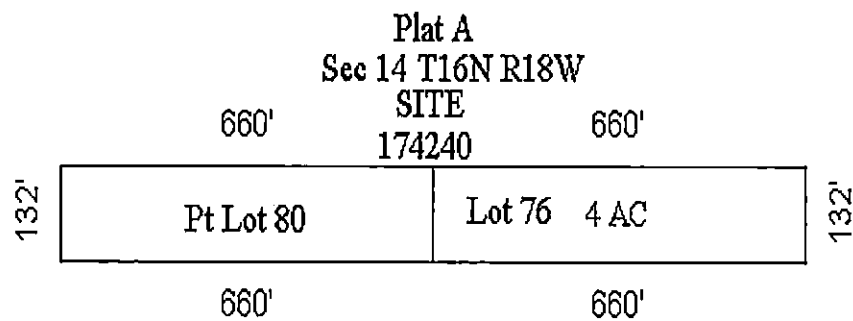
Printed on

04/05/2023

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.				
LOREE FRANCES H	PENTWATER TOWNSHIP	0	01/04/1991	QC	21-NOT USED/OTHER	910164	DEED	0.0				
Property Address		Class: COMMERCIAL-VACANT		Zoning: R2	Building Permit(s)	Date	Number	Status				
OCEANA ST		School: PENTWATER PUBLIC SCHOOL DIST										
Owner's Name/Address		P.R.E. 0%										
PENTWATER TOWNSHIP PO BOX 512 PENTWATER MI 49449		MAP #:										
		2023 Est TCV 0										
		Improved	X	Vacant	Land Value Estimates for Land Table 4000.4000 ORIG PLAT VILL/MIDDLESEX/LOVEL							
Tax Description		Public Improvements		* Factors *								
SEC 14 T16N R18W. 4 A LOT 76 & THE N 2 ACRES OF LOT 80 OFFICIAL MAP PLAT A - VILLAGE OF PENTWATER.		Dirt Road		Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
Comments/Influences		Gravel Road		VILL ROAD FRONT	132.00	1320.00	1.0000	1.0000	520	100		68,640
		Paved Road		132 Actual Front Feet, 4.00 Total Acres				Total Est. Land Value =		68,640		
		Storm Sewer										
		Sidewalk										
		Water Sewer										
		Electric										
		Gas										
		Curb										
		Street Lights										
		Standard Utilities										
		Underground Utils.										
		Topography of Site										
		X Level										
		Rolling										
		Low										
		X High										
		Landscaped										
		Swamp										
		Wooded										
		Pond										
		Waterfront										
		Ravine										
		Wetland										
		Flood Plain										
		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value				
Who		When	What	2023	EXEMPT	EXEMPT	EXEMPT	EXEMPT				
IMP 05/26/1990		INSPECTED		2022	EXEMPT	EXEMPT	EXEMPT	EXEMPT				
				2021	0	0	0	0				
				2020	0	0	0	0				

*** Information herein deemed reliable but not guaranteed***

The Equalizer. Copyright (c) 1999 - 2009.
Licensed To: Township of Pentwater, County of Oceana, Michigan



Sketch by Apex IV™

*** Information herein deemed reliable but not guaranteed***

PASTE REVENUE STAMPS HERE

QUIT CLAIM DEED

STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS: That

STATE OF MICHIGAN COUNTY OF OCEANA RECEIVED FOR RECORD

'91 JAN -7 P3:42

Joseph E. Mester REGISTER OF DEEDS

SPACE FOR RECORDING INFORMATION

FRANCES H. LOREE

whose address is* R#2, 5435 Sioux Road, Pentwater, Michigan 49449

for the sum of exactly One Dollar (\$1.00) complete consideration;

Convey and Quit Claim to

TOWNSHIP OF PENTWATER,

whose address is P. O. Box 512, Pentwater, Michigan 49449

the following described premises situated in the Township of Pentwater County of Oceana and State of Michigan, to-wit;

Lot Seventy-six (76) and the North Two (2) Acres of Lot Eighty (80), Official Map Plat A, VILLAGE OF PENTWATER, according to the recorded Plat thereof.

RESERVING UNTO GRANTOR, her heirs and assigns ALL OIL, GAS AND OTHER MINERALS in and under said lands, together with the right of access thereto.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated this 4th. day of January 19 91

Signed in the presence of:

Signed by:

Karen S. Foster (Signature)

Frances H. Loree (Signature)

Karen E. Samuels (Signature)

STATE OF MICHIGAN County of Oceana } ss.

The foregoing instrument was acknowledged before me this 4th day of January, 19 91, by Frances H. Loree

Karen S. Foster (Signature) Notary Public, Oceana County,

Michigan

My commission expires

April 14, 19 93 (C.L. Sec. 565.267)

*Drafted by: Frances H. Loree R#2, 5435 Sioux Road Pentwater, Michigan 49449

After Recording Return to: Grantee

OCEANA LAND TITLE COMPANY, 117 STATE STREET, MASONIC TEMPLE BLDG., HART, MICHIGAN 49420

ABSTRACTS OF TITLE - TITLE INSURANCE - TITLE INFORMATION - ESCROW SERVICES

**QUIT CLAIM DEED
STATUTORY FORM**

**QUIT CLAIM DEED
Statutory Form**

In using this form attention should be given to the following:

1. Print, typewrite or stamp the names of grantors, witnesses and notary public beneath their signatures. CL 1948, 565.201; Stat. Ann. 26.1221.
 2. State the address of each grantee. Include the street number address if such is commonly used and if not, the post office address. CL 1948, 565.201; Stat. Ann. 26.1221.
-

***ADDITIONAL RECORDING
REQUIREMENTS IMPOSED
BY 1963 ACT**

PA 1963, No. 150 (which amends C.L. 1948, 565.201; Stat. Ann. 26.1221) provides that no instrument shall be received for record unless:

1. If executed after the effective date of said Act (September 6, 1963), the address of each person who executed the instrument shall be printed, typewritten or stamped upon the face of the instrument.
 2. If executed after January 1, 1964, the name and business address of the person who drafted the instrument shall be contained therein.
-

**ADDITIONAL REQUIREMENTS
IMPOSED AFTER JAN. 1, 1968**

Unless exact consideration for Conveyance is stated on face of Conveyance, Real Estate Transfer Valuation Affidavit must be executed and submitted with Deed for recording (in quadruplicate), or in cases where transfer is exempt from taxation, an Exemption Affidavit must be submitted with Deed for recording.

Michigan Documentary Stamps must be purchased from LOCAL REGISTER at the time of recording in the amount of 55 cents per \$500.00 of consideration or value.

*9. -
Mondell*

OCEANA LAND TITLE COMPANY
ABSTRACTS
TITLE INSURANCE
TITLE INFORMATION
ESCROWS
117 State Street, Masonic Temple Bldg.
Hart, Michigan 49420

Telephone 873-3162 (Area Code 616)

Township of Pentwater

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

Mrs. Frances H. Loree
Route 2
Pentwater, MI 49449

December 12, 1990

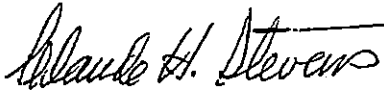
Dear Fran,

This letter is in regards to your kind donation of 4 acres located in the Northern portion of the Village of Pentwater. Namely, the Stanley R. Crowner property. Property record number of 64-44-560-076-00. Total SEV on above property is \$5,000.00. The 1989 taxes were \$162.65 and 1990 taxes were \$107.89, of which you have so graciously paid.

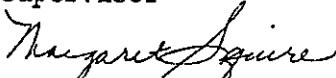
We sincerely appreciate this gift and will endeavor to use said property in a manner that would be acceptable to all concerned.

Once again, Pentwater Township offers their sincere thanks for this gift.

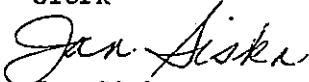
Sincerely,



Claude H. Stevens
Supervisor

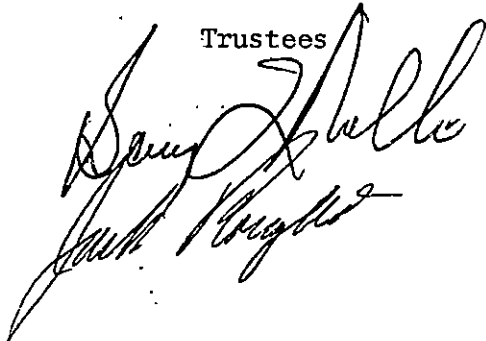


Margaret Squire
Clerk



Jan Siska
Treasurer

Trustees



NBS (C)



Shumaker Technology Group

Pentwater Township Municipal Website Assessment



**Visually appealing,
modern looking, and
representative of your
community**

- ✓ The website appears representative of your community and incorporates an attractive overall presence in regards to the design & layout, call to action buttons, bordering, and the contrast of navigation elements to content.
- ✗ A Township logo appears to be absent
- ✓ Text and color scheme of the page is effective at drawing the eye of the reader.
- ✗ Website content does not appropriately utilize the full width of the screen.
- ✗ The Township Hall is not displayed on the homepage.

Section Notes:

The first thing I do notice when I get on the website is the great selection of pictures there are. There are some minor tweaks that could definitely make the site more modern and visually appealing. I would start by expanding the page to cover the entire width of the screen so everything is not so cramped together. Another thing to consider is cutting down the information on the homepage and just having the most important stuff on it. Other than that I think the site looks fairly nice.

Mobile friendly

To ascertain mobile friendliness the URL is sent through the Google Mobile Friendly Test <https://search.google.com/test/mobile-friendly> (<https://search.google.com/test/mobile-friendly>)

- ✓ The site is mobile friendly according to the above test.

Section Notes:

This website passed the mobile friendly test.

ADA Accessibility

To ascertain ADA accessibility the URL is sent through the WAVE Accessibility Tool wave.webaim.org (<https://wave.webaim.org/>)

Note: Errors signify definite accessibility issues, while alerts identify areas that need further attention

The report shows errors, alerts, and contrast errors

- These results are average in regards to ADA compliance among municipal townships.

Section Notes:

These scores are fairly average but the 20 alerts in a little high and worth looking in to.

Easy to navigate or search

- ✓ The most important information does appear to be presented on the homepage.
 - ✓ Website search bar is effectively utilized
- ✓ The navigation menu bar is organized in a mostly intuitive way and effectively reveals subcategory options when hovered over.
- ✓ Key navigation options buttons are effectively utilized in the website.

Section Notes:

The navigation system on this website is fairly well and easy to use. It has all of our recommended features but the one thing we do differently is the quick links can be icons instead of just text which is a lot more aesthetically pleasing.

Easy to update

- ✓ Without input from the township staff that deal with the website, there is no way to ascertain ease of update. From our perspective, it appears that the website is kept reasonably up to date with current information.

Section Notes:

Seems fairly up to date but it is hard to truly know until we see what is under the hood.

Fast loading

To ascertain load speed the URL is sent through the Pingdom Load Speed Test tools.pingdom.com (<https://tools.pingdom.com/>)

Performance Grade: /100 ()

Load Time in Seconds:

- ✓ This load time is above average among municipal township websites.

Section Notes:

This is a pretty fast load time compared to other municipal websites.

Secure

✓ Website is SSL encrypted which is quickly becoming tremendously important among municipalities with a web presence.

Connection is "Not Secure" message displays in the address bar in Google Chrome.
Much of security depends on account security, backups, and platform security

Are your domain and hosting account login/passwords strong?

Is your website platform up to date?

Do you regularly backup your site?

Note: Lack of security means your information is not confidential and you are susceptible to virus penetration, website breaching, or stealing of passwords

Section Notes:

The Federal Cybersecurity and Infrastructure Security Agency (CISA) as well as the Michigan Department of Elections recommend that all government Websites utilize a .gov domain name for enhanced security. Here is a link to read more about it.

<https://home.dotgov.gov/about/>

Online Fillable Forms

✗ There is no quick contact form on the website.

✗ The majority of the recommended PDF forms are present but do NOT have the ability to be filled out online; or electronically submitted.

● Consider converting all of your standard, non-fillable PDF documents such as: Building, Property, Tax, Burning, & Zoning- to fillable forms that can be electronically submitted online and routed directly to your desired email inbox.

Section Notes:

A quick contact form is a very easy way for residents to get in touch with the township whether it is an urgent message or a small suggestion. Another time saving thing worth looking in to is online fillable and submittable forms.

Current Meeting Minutes

✓ Meeting minutes are up-to-date.

✓ Additionally, the minutes from the current year are easily distinguishable from the archived minutes belonging to previous years.

Section Notes: ✗

The meeting minutes are kept up to date but the one thing I would suggest is having a place for previous years meeting minutes instead of only showing this years content.

Calendar of Events

✓ Interactive events calendar is appropriately exhibited and effectively opens additional information when clicked.

✓ Additionally, upcoming Township Board & Planning meetings are clearly presented

● Consider adding an ongoing section of announcements on the Calendar page or potentially integrating announcements into the homepage for residents and guests to quickly see what's happening in the community.

✗ The calendar is outdated in design and could tremendously be improved in terms of the visual aesthetics and functionality.

Section Notes:

There is a calendar but I was unsure where to find it up until I used the search bar for it. It is fairly outdated and could be spruced up and in a better location like the homepage.

Overall Comments:

Overall, this is not a bad website and could easily be improved with some small changes. One thing would definitely be expanding the page to cover the entire width of the screen. Creating the quick links as little icons could be more visually appealing as well. I would like to reiterate the .gov domain name because the Federal Cybersecurity and Infrastructure Security Agency (CISA) as well as the Michigan Department of Elections recommend that all government Websites utilize a .gov domain name for enhanced security. Here is a link to read more about it. <https://home.dotgov.gov/about/>. A quick contact form and online fillable and submittable forms can save residents as well as township employees a lot of extra time. My final suggestion would have to be updating the calendar and adding it to the homepage for residents to clearly see what and when things are happening in their community.

NB i)
(CONT.)

Pentwater Township

March 6, 2023

Website Development

PROPOSAL

Website Development

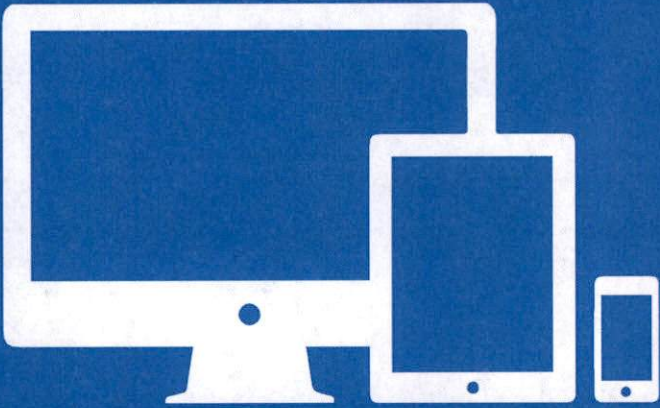




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PROJECT SUMMARY

On behalf of everyone at the Shumaker Technology Group, we thank you for considering us in your Website efforts. We are pleased to submit a proposal for Pentwater Township's new Website.

A Website serves as the face of your township. It is our goal to design a new Website that is as unique as your community and engages residents as well as directs them with ease to the information they seek. This project proposal will highlight our vision for how to redesign Pentwater Township's Website.

SCOPE OF WORK

The Shumaker Technology Group (STG) will work with Pentwater Township to develop a custom Website that reflects the factors that make Pentwater unique.

The Website will be developed in the widely popular WordPress Content Management System (CMS) and will be developed using responsive (mobile-friendly) techniques.

During the initial site setup, STG will create the various pages and populate them with content according to the chosen custom website package. Any relevant content desired on the site such as meeting minutes, agendas, and announcements will be migrated from Pentwater Township's old site. After the initial setup, more pages may be added using the CMS.

While the Americans with Disabilities Act (ADA) doesn't specifically reference Website accessibility, numerous recent court cases overwhelmingly suggest that Website accessibility is required under the law. At Shumaker Group, we strive to abide by these guidelines without sacrificing Website quality.

MEETINGS AND TRAINING

STG offers clients a pre-development meeting to make sure we fully understand your needs and desires, as well as a post-development meeting to make sure we have accomplished your goals. These meetings will either take place via webinar conference.

We understand that building an amazing Website is really just the first step on your successful Website journey. What's more important is to make sure that the Website stays up-to-date, relevant, and useful. In order to do that, it's our job to make sure you have the tools, the knowledge, and the training to successfully maintain your Website. For some of our clients, that may mean our full maintenance package so that we can worry about the Website while you do what you do best.

All STG Websites come with an initial training session to make sure you are comfortable with your



PROJECT SUMMARY

new Website. This is usually conducted via Webinar which offers a number of advantages including the fact that not all participants have to be in the same location and both the screen and the audio can easily be recorded either to share with someone who couldn't make the training, or to have to refer back to in the future.

Even with the initial training, we understand that questions are likely to arise after you start working on the site. We also include 2-hours of remote support with all STG Websites. If you encounter any issues, a qualified Web Developer will connect to your computer via a remote meeting tool and guide you through the process.

DELIVERABLES

Upon acceptance of our proposal, STG's graphic design team will consult with Pentwater's on township branding guidelines and design preferences. We will be happy to revise the design to ensure that you are perfectly happy with your new Website.

Once a design has been approved by the township, STG will begin programming the Website and adding content to it.

Depending on how quickly we receive the information and approvals needed from the township, it generally takes anywhere from 6-12 weeks to complete a typical township Website.

COMPANY PROFILE

30+

years of combined
Website
development
experience

200+

clients around the
country from a
diverse range of
sizes and industries

15+

years of continuous
business serving a
diverse and growing
client base

HISTORY AND BACKGROUND

In 2001, when Kyle Shumaker was still in high school, he built his first client Website. From there, Kyle continued to take on more projects, and the projects continued to grow. The Shumaker Technology Group was officially founded in 2007 and has grown to house a whole team of programmers, designers, and marketers.

Our range of specialties and services (now including Website development, document management, mobile app development, graphic design, and more) allow us to provide clients from Lansing, Michigan to Anchorage, Alaska with comprehensive technology solutions. For more information, visit us online at www.shumakergroup.com.

CONTACT

ADDRESS



3721 W. Michigan Ave., Suite 103
Lansing, Michigan 48917

EMAIL



info@shumakergroup.com

PHONE



(517) 325-3121

WEBSITE



www.shumakergroup.com



CORE VALUES

PROFESSIONALISM

Creating a spectacular Website requires various skill sets. The process generally starts with a good graphic designer putting together the look and feel of your Website and having a good marketing professional review your content. Once that's complete the front-end developer takes the design and makes it into an actual Website while the back-end developer makes sure that any necessary functionality is implemented and works well. In the end, everything needs to be tested to make sure that it works. At STG, we hire people with each of these skill sets in order to make sure all of these specialties are available to every client. Further, while there is little to no licensing regulation in the Web Development field, STG hires highly qualified individuals that not only have degrees in their respective fields, but also recognize the value of continuing education and industry certifications.

FLEXIBILITY

Whether you need a full service firm to manage every aspect of your Website, or only want a little bit of help getting started, STG is always here for you. Some of our clients prefer to engage us to design or re-design their site and will then want to maintain and update it themselves. Other clients prefer to let us handle all aspects of their Website so that they can focus on what they do best. We're happy with whatever arrangement works best for you.

RELIABILITY

At STG, we understand that your Website needs to be up and it needs to work correctly and we are committed to doing everything humanly possible to make sure that happens. We have been around and serving clients since 2002. In fact, we're still working with many of our original clients. We also invest significantly into our hosting and monitoring infrastructure to ensure that if problems do arise, we are alerted to them right away and hopefully able to fix them before you or your client's even notice. If you're in the greater Lansing area, we invite you to visit our offices and meet with the team that is developing your Website.

AFFORDABILITY

We at STG believe that everyone deserves an extraordinary Website. As a small business ourselves, we also understand that not everyone has an extraordinary Web or Marketing budget. The volume of sites that we do, combined with the fact that we have in-house project managers, developers, and graphic designers helps us to keep our prices affordable while still providing each client with a great custom Website.



COMPANY LEADERSHIP



KYLE SHUMAKER | PRESIDENT

Kyle built his first freelance Website as a high school student and continued doing freelance Website Development throughout high school and while attending Michigan State University to study Computer Science. Kyle officially founded Shumaker Technology Group in 2007 and has helped to design, build, and manage hundreds of Websites for both public and private sector entities.



BENNY AL-ASHARI | WEB DEVELOPMENT

Benny is a Web Developer at the Shumaker Technology Group. In this role, he develops websites and web applications, while utilizing his creative background to help design them. Benny started off as an intern with a small amount of experience in creating websites, but now has an arsenal of tools to effectively create websites and contribute to the STG team.

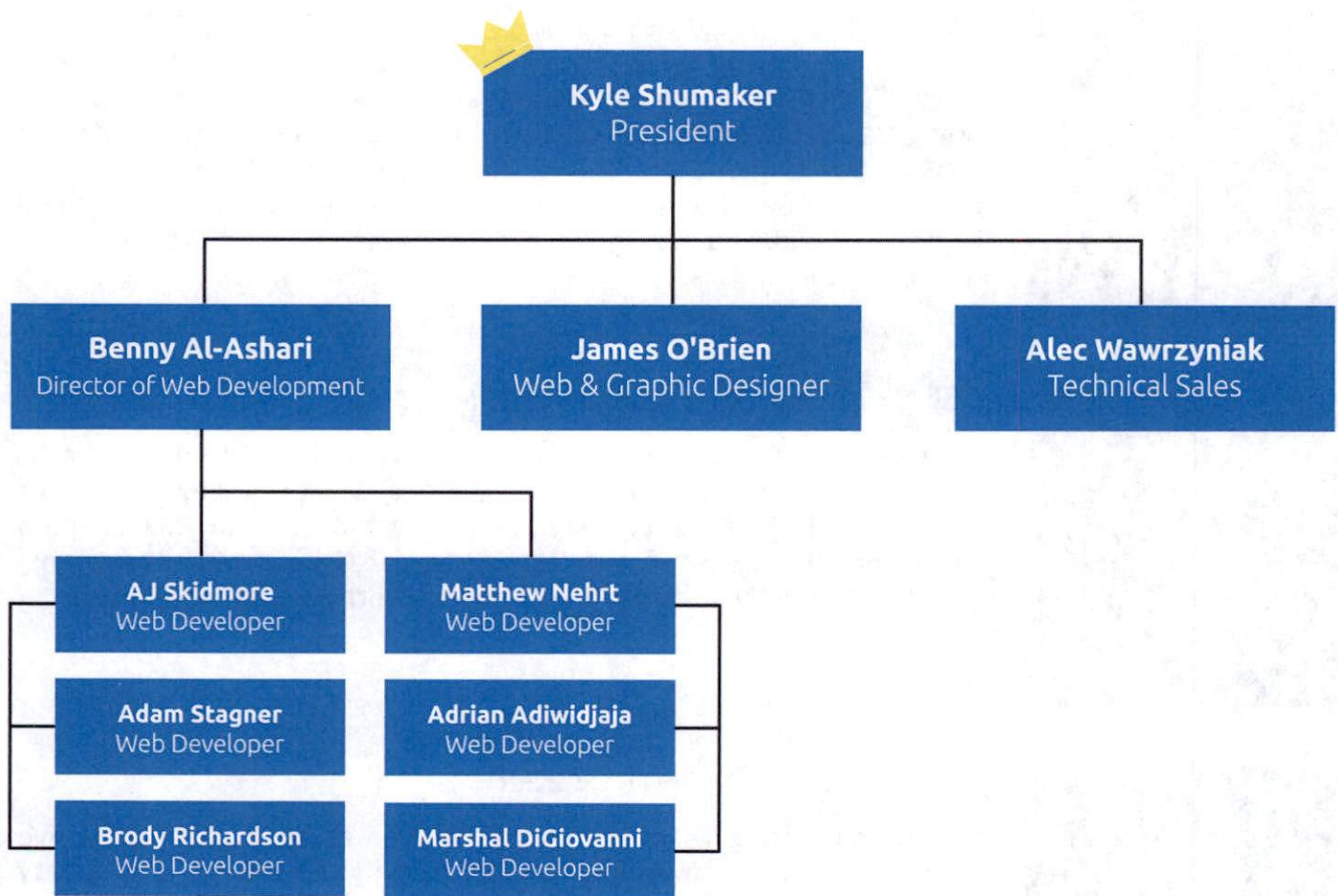


JAMES O'BRIEN | LEAD DESIGNER

For the past eight years, James has worked at building an extensive skillset of design knowledge, conceptualizing and executing a variety of collegiate and real world projects. Most recently, he has taken those talents to the ranks of the Shumaker Technology Group where he works as the company's Graphic Designer. With this opportunity James has developed a comprehensive portfolio of private and public sector work and continues to expand his design prowess into the graphic, video and UI/UX design fields. James currently attends Lansing Community College to pursue a degree in the Graphic Arts and enjoys playing games, watching movies and listening to music in his free time.



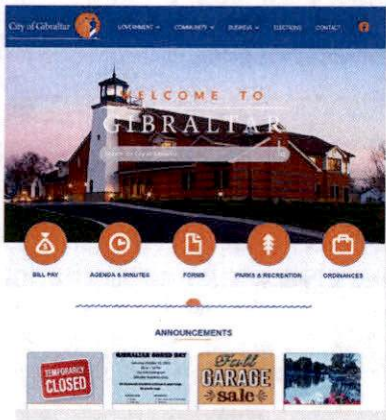
COMPANY STRUCTURE



We're a small team, but we're a team of experts. Each member of the Shumaker Technology Group team is trained and experienced in their own field, ensuring that each aspect of your Website is designed with utmost care and skill.

Working with a small team also means we're easy to communicate with. No account manager keeping you from talking to management, no middleman shielding the graphic designer. We keep our team small and transparent to ensure the highest possible level of customer service.

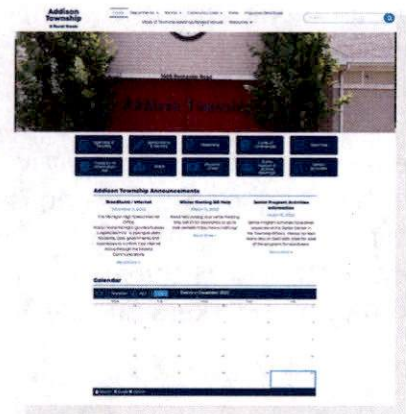
WEBSITE PORTFOLIO SAMPLE



City of Gibraltar
www.cityofgibraltarmi.gov



City of Wayland
www.cityofwayland.org



Addison Township
www.addisontwp.org



Groveland Township
www.grovelandtownship.net



Fruitland Township
www.fruitlandmi.gov



Montrose Township
www.montrosetownship.org



MUNICIPAL FOCUS

The Shumaker Technology Group has extensive experience helping municipalities with their Website Development and Document Management needs. We are a Business Partner of the Michigan Association of Township Supervisors (MATS). We are a vendor/attendee at most Michigan Township Association (MTA) and Michigan Association of Municipal Clerks (MAMC) events.

We also believe in being active in our community. We are a Lansing, Michigan based company and are members of the Lansing Regional Chamber of Commerce, Mason Chamber of Commerce, Holt Business Alliance, and more. STG President Kyle Shumaker currently serves as the Vice President of Local First Mid-Michigan and is on the leadership team for the Business Networking International Okemos Networkers Chapter.



We pride ourselves on our diversity of in-house talent, with back-end programmers and database engineers, front-end web designers, graphic designers, and marketing professionals. For over half of our 10+ years in business we have been serving municipalities, and we look forward to the opportunity to serve yours!

REFERENCES

Charter Township of Comstock

Scott Hess, Superintendent
superintendent@comstockmi.gov

Central Lake Township

Just Kosloski, Clerk
clerk@centrallaketownship.com

Leslie Township

Sherry Feazel, Clerk
SFeazel@leslietownship.org

Morton Township

Yulanda "Yo" Bellingar, Trustee
trustee3@mortontownship.org

Lincoln Charter Township

Stacy Loar-Porter, Clerk
sloar-porter@lctberrien.org

Eureka Charter Township

Linda Ruwersma, Clerk
eureka.clerk@yahoo.com

MUNICIPAL CLIENTS MAP



TESTIMONIALS



I personally wanted to thank you for a WONDERFUL job on the Morton Township Website. It looks terrific, and I have heard many rave reviews of how nice looking it is and its ease of navigation. We are all proud of the work that you have done for us. Great job.

It has been a real pleasure working with your team. Thank you so much for making us stress free and successful!

Ann McFeggan, PMP *Morton Township*

www.mortontownship.org



I really appreciate all your help. Thank you for adding all the dates to the calendar also. You make my job much easier and go beyond what we expected. We are so happy we have your company and you supporting the Website.

Karon Hoffman, Supervisor *Clement Township*

www.clementtp.org



It is folks like you who make being in business for the past 40 years such a pleasure! You have enabled us to grow and encouraged us to be the best printer in town and for that we are deeply grateful.

Missey Trudell *Paper Image*

www.paperimage.com



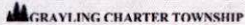
TESTIMONIALS



Kyle has gone above and beyond to get to know our organization and understand our needs!

Nicole S. Baumer *Tri-County Regional Planning Commission*

www.mitcrpc.org



I just wanted you to know how much we are enjoying our website. The fact that I can add and remove items with such ease is a huge blessing. And your training covered everything so very well. I am glad that you are a part of our team. "Thank you" is not enough to express my appreciation for all of your hard work and dedication to our project.

Nancy Davis *Grayling Charter Township*

www.twp.grayling.mi.us



Working with the entire STG team on our entire Website overhaul was amazing! Great attention to detail, timely service and top-notch communication. Kyle took the time to help us set up the most efficient hosting and email system and then knocked it out of the park with the Website design and function.

Sara Reedy *Hoffman Photography*

www.1picturelady.com



PRICING

SETUP & DESIGN ONE-TIME COST

SILVER PACKAGE\$1,750

- Custom, mobile-friendly Website with content management system
- Pre-development and post-development meetings and training sessions
- Up to 30 pages and 150 linked documents (PDF, DOC, etc.) of migrated or inserted content
- Enhanced security including SSL encryption and CAPTCHA anti-spam feature
- Change from .org to .gov
- Google Analytics and Google Search Console integration
- Search feature
- Calendar of events

GOLD PACKAGE\$2,250

- Fully custom, mobile-friendly Website with content management system
- Pre-development and post-development meetings and training sessions
- Up to 50 pages and 300 linked documents (PDF, DOC, etc.) of migrated or inserted content
- Enhanced security including SSL encryption and CAPTCHA anti-spam feature
- Change from .org to .gov
- Google Analytics and Google Search Console integration
- Fillable PDFs and digitally-submittable electronic forms
- Search feature
- Website designed with attention to ADA compliance guidelines
- Calendar of events



PRICING

PLATINUM PACKAGE.....\$2,950

- Fully custom, mobile-friendly Website with content management system
- Pre-development and post-development meetings and training sessions
- Up to 70 pages and 500 linked documents (PDF, DOC, etc.) of migrated or inserted content
- Enhanced security including SSL encryption and CAPTCHA anti-spam feature
- Change from .org to .gov
- Google Analytics and Google Search Console integration
- Fillable PDFs and digitally-submittable electronic forms
- Search feature
- Logo development
- Website designed with attention to ADA compliance guidelines
- Aerial drone video tour of a municipal park or amenity (Included in package)
- Email newsletter template setup
- Design refresh/modernization any time after the Website reaches 3 years old

OPTIONAL ADD-ONS

ONGOING ADA COMPLIANCE SCANNING.....\$45/MONTH

As you may be aware, it is important that government Websites comply with the Americans with Disabilities Act (ADA). This highly recommended Website add-on automatically scans and adjusts your Website for screen-readers, keyboard navigation, and other technologies to ensure that people with disabilities are able to make effective use of your Website.

AERIAL DRONE PHOTOGRAPHY & VIDEOGRAPHY.....\$400

Show off your community from a new perspective with engaging photos captured from our aerial drone.



PRICING

HOSTING & MAINTENANCE YEARLY COST

OPTION A: SUPPORTED\$500/YEAR

STG will host and back up the site as well as provide ongoing technical support and training to equip you with the skills you need to update your website effectively at your convenience.

OPTION B: FULLY MANAGED\$800/YEAR

When you go with a Fully Managed Website from STG, we'll handle all the day-to-day upkeep of your Website for a fixed annual rate, so you don't have to worry about doing it yourself or having varying costs for updates and support.

With the Fully Managed plan, STG will be responsible for:

- Adding, updating, or removing content from your site based on your requests. For example, adding meeting minutes or updating the calendar of events.
- Creating new pages with content that you provide
- Installing updates to the Website platform / content management system
- Restoring site backups should anything go wrong
- Providing you with on-going support and training in case you wish to make any changes yourself



PAYMENT OPTION

YEAR 1

- Upon signing contract N/A
- Upon site launch N/A
- Within 30 days of site launch..... FULL AMOUNT

CHANGE VS. CORRECTION

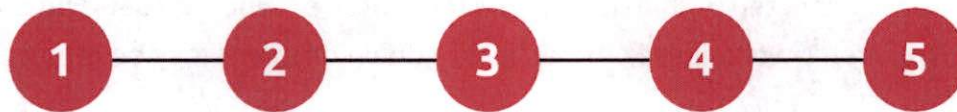
At STG we do our best to be completely transparent about pricing, because you, the client, come first. However, if there is an instance where a change in pricing will occur, and for the sake of transparency, we would like to highlight this instance. We refer to it as the principle of change vs. correction; a correction meaning when we fix something that STG got wrong, versus a change which encompasses a client changing their mind in a major way. For example, if a client approves a mockup, layout, and design of a site, and then changes their mind halfway through the process, this would be considered a change. If STG miscodes the Website, or uses the wrong content, this would be considered a correction. A change is not minor design and presentation issues; it is a significant change post-final approval on an aspect of the site.

STG would charge extra for a change, and here is why: when the initial decision is made by the client on approval for a design, our developers jump into the project feet first. There are numerous hours spent on labor and intricacies of the project that cannot be recouped, and in essence, that time is wasted. This is not to say minor changes will not occur; this is not meant to nickel and dime our clients, but rather as a protection for us as a company if a major design overhaul has to occur within the middle of a project. Minor changes and corrections will of course be made at no extra charge to the client during the design phase or while your site is under a maintenance agreement. In the unlikely event that an increase in cost occurs, it will be brought to you for approval in advance.

PROJECT TIMELINE: OVERVIEW



PROJECT TIMELINE



PROJECT TIMELINE

Generally 6–12 weeks depending on client responsiveness and input

STEP 1: INITIAL MEETING

- Project Goals
- Project Timeline/Deadlines
- Design Preferences

STEP 2: MARKETING/DESIGN MOCKUP

- STG Marketing and Design team crafts a personalized vision of the site for your approval

STEP 3: BUILDING THE SITE/CONTENT MIGRATION

- STG development team begins to program custom Website tailored to your goals and design preferences

STEP 4: FINAL MEETING

- STG meets with you to preview and test the custom Website prior to launch

STEP 5: SITE LAUNCH

- New site becomes available to the general public
- Post-launch testing done by you and STG



TERMS AND CONDITIONS

- Payment in full is expected within 30 days of the final site launch. Depending on the size of the project and credit-worthiness of the client, a down payment may be required.
- We guarantee your complete satisfaction. If at any point (prior to 30 days after the launch of the site) you aren't happy with our work, you can cancel and owe nothing.
- In order to meet our delivery milestones, it is important that the client be engaged in the process and provide timely feedback when requested. While we understand that everyone gets busy, if significant delays occur while waiting for client feedback, the delivery dates may be pushed back.



PENTWATER FIRE DEPARTMENT

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

Keith Edwards

Pentwater Zoning Administrator
500 N. Hancock St.
Pentwater, Mi.

It has come to our attention that the Apache Hills subdivision has been installing speed bumps. All emergency vehicles, including fire and medical units, must come to a complete stop for front and rear wheels when crossing over each one. After researching the zoning ordinances, Chapter 3, Section 3.26 under C.: Frontage and Access: Section 5. Existing private streets:

- a. A private street existing on the effective date (amended 12-27-00) of this Section may continue in existence and be maintained and used, though it may not comply with the provisions of this Section. Such private streets shall be continuously maintained so as to provide a safe and unimpeded route of travel for motor vehicle traffic, pedestrians, and emergency vehicles in all weather conditions.

As you can imagine, time is of the importance for all emergency vehicles to arrive at their destination as quickly as possible. The Pentwater Fire Department would like all speed bumps removed for the safety of our patients as well as for all emergency drivers.

Sincerely,

A handwritten signature in black ink that reads "Terry Cluchey". The signature is written in a cursive style.

Terry Cluchey
Assistance Fire Chief
08/15/2022

Zoning Administrator

From: Zoning Administrator
Sent: Friday, August 26, 2022 12:13 PM
To: Mark Jon Trierweiler
Cc: Terry Cluchey (tcluchey@gmail.com)
Subject: Apache Hills Speed Bumps - letter from Fire Department
Attachments: Speed bumps - Fire Dept letter.pdf; Section 3.26 - Private Streets - Entire Section.pdf

Mark:

I recently received the attached letter from the Pentwater Fire Department with concerns for emergency vehicles being able to make a timely response to calls for service within the Apache Hills Subdivision..

Thus, in accordance with 3.26 – Private Streets, paragraph F, sub paragraph 5.a of the Pentwater Township Zoning Ordinance, please remove the speed bumps to provide emergency vehicles an “...unimpeded route of travel...” no later than September 6, 2022. I have attached Section 3.26 of the Zoning Ordinance above for your review.

Should you wish to discuss this matter, I would be happy to do so as well as arrange for the Fire Chief and Assistant Fire Chief to join us.

Sincerely,

Keith Edwards
Zoning Administrator &
Code Enforcement Officer
Pentwater Township
500 N. Hancock Street
P.O. Box 512
Pentwater, Michigan 49449

(231) 869-6231 ext. 224