

Pentwater Township Library
Board of Trustee's Regular Monthly Meeting
June 17, 2025 @ 5:30 P.M.
402 E. Park Street, Pentwater, MI 49449

Agenda For Regular Meeting

Call to Order

Roll Call

Consent Agenda—Review & Action

- A. Minutes of the Regular Meeting-- May 20, 2025
- B. Payment of Bills
- C. Library Stats

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)

Meeting Agenda—Review & Action

Public Comment on Agenda Items (Three (3) minutes maximum)

President's Report

Treasurer's Report

Committee Reports

- Policy Committee—Library Board Meeting Behavior Policy
- Personnel Committee
- Finance Committee
- B&G Committee--Report

Director's Report

Continued Business

District Library Process Update

New Business

- First Quarter Budget Amendments
- Annual MMLL Meeting September 11, 2025

Public Comments (Three (3) minutes maximum)

Other items from Board Trustees or Director

Adjournment

PENTWATER TOWNSHIP LIBRARY
Board Meeting
May 20, 2025

Called to Order by Valerie Church McHugh at 5:30 pm

Roll Call: Church-McHugh, Flynn, Lundborg, Gwillim and Director Barker present.
Jaeb and Bainbridge absent

Motion to approve Consent Agenda as presented by Flynn, supported by Lundborg.
Approved

Consent Agenda - Review & Action

A. Minutes of the Regular Meeting April 15, 2025

B. Payment of Bills

C. Library Stats

(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)

Motion to approve Meeting Agenda by Flynn, supported by Lundborg. Approved

Meeting Agenda - Review & Action

Public Comment on Agenda Items (Three (3) minutes maximum) none

President's Report - none

Treasurer's Report - presented without approval pending correction in YTD data.

Committee Reports

Policy Committee

Motion to approve Youth Employment Standard Act (YESA) [Second Reading] by Gwillim, supported by Flynn. Approved

Personnel Committee

Motion to approve Director Evaluation 2024 - 2025 by Lundborg, supported by Flynn.
Approved

Finance Committee - none

Director's Report - see attached

Continued Business

District Library Process Update

- Draft Agreement present (in packet)

New Business

Expenses by Vendor Summary - copy

PENTWATER TOWNSHIP LIBRARY

May 20-June 17, 2025

VENDOR	TOTAL
AFLAC	37.10
Amazon Capital Services	72.40
Amazon.com	155.15
BAKER & TAYLOR	751.33
Best Coast Storage	666.46
Capital Group	56.00
Charter Communications	743.50
CONSUMERS ENERGY	179.96
Corinne Roberts Illustration, LLC	285.48
Dollar Tree	500.00
DTE Energy	21.20
Foster Swift	172.64
Hobby Lobby	2,218.50
Inuit Quickbooks	38.10
Joel Tacey's Tiptop Entertainment	54.00
Jones School Supply Co., Inc.	1,100.00
Justin Wambaugh-	37.98
Mary S. Barker	14.00
Meijer	399.50
MICHIGAN LIBRARY ASSOCIATION	187.17
Michigan Municipal League	170.00
Michigan Retailers Services, Inc.	561.00
Mid-Michigan Library League	12.09
Midwest Tape, LLC	558.00
MMLL	306.76
Oceana Irrigation Systems, Inc.	5.00
RYAN'S LAWN CARE	92.40
Scholastic Inc.	152.00
Shotwell Solutions, LLC	1,103.82
Springbok	496.80
Turf Care Mole Man, LLC	219.17
United States Postal Service	178.45
Up North Garden Center	421.00
Walmart	149.15
Woodlands Library Cooperative	78.64
WT.COX Information Services	30.00
Xerox Financial Services	1,047.20
TOTAL	432.53
	\$13,704.48

PENTWATER TOWNSHIP LIBRARY

Paycheck history report

Paychecks from May 20, 2025 to Jun 17, 2025 for all employees from all locations

Pay date	Name	Total pay	Net pay	Pay method	Check Number	Status
06/11/2025	BARKER, MARY	\$2,052.21	\$1,500.57	Direct Deposit	DD	PROCESSED
06/11/2025	BRADLEY, OLIVIA	\$1,040.00	\$843.18	Direct Deposit	DD	PROCESSED
06/11/2025	HAMMERLE, TAMMY	\$841.29	\$735.97	Direct Deposit	DD	PROCESSED
06/11/2025	MUELLER, JAMES	\$1,113.13	\$907.01	Direct Deposit	DD	PROCESSED
06/11/2025	WAMBAUGH, JUSTIN	\$1,383.70	\$1,096.64	Direct Deposit	DD	PROCESSED
05/28/2025	BARKER, MARY	\$2,052.21	\$1,500.56	Direct Deposit	DD	PROCESSED
05/28/2025	BRADLEY, OLIVIA	\$593.13	\$505.52	Direct Deposit	DD	PROCESSED
05/28/2025	HAMMERLE, TAMMY	\$774.44	\$679.01	Direct Deposit	DD	PROCESSED
05/28/2025	*Miller, Celeste A	\$337.18	\$297.06	Direct Deposit	DD	PROCESSED
05/28/2025	*Miller, Celeste A	\$227.23	\$200.19	Direct Deposit	DD	PROCESSED
05/28/2025	MUELLER, JAMES	\$1,218.75	\$984.74	Direct Deposit	DD	PROCESSED
05/28/2025	WAMBAUGH, JUSTIN	\$1,323.10	\$1,052.04	Direct Deposit	DD	PROCESSED

PENTWATER TOWNSHIP LIBRARY

101-204 Visa 6720, Period Ending 06/03/2025

RECONCILIATION REPORT

Reconciled on: 06/03/2025

Reconciled by: TAMMY HAMMERLE

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	
Charges and cash advances cleared (2)	753.04
Payments and credits cleared (1)	160.15
Statement ending balance	-753.04
	160.15
Register balance as of 06/03/2025	160.15

Details

Charges and cash advances cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/03/2025	Expense		MMLL	5.00
06/03/2025	Expense		Amazon Capital Services	155.15
Total				160.15

Payments and credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/15/2025	Bill		Elan Financial Services	-753.04
Total				-753.04

PENTWATER TOWNSHIP LIBRARY

101-205 Visa 8118, Period Ending 06/03/2025

RECONCILIATION REPORT

Reconciled on: 06/03/2025

Reconciled by: TAMMY HAMMERLE

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance.....	1,308.57
Charges and cash advances cleared (16).....	3,154.66
Payments and credits cleared (1).....	-1,308.57
Statement ending balance.....	<u>3,154.66</u>
Register balance as of 06/03/2025.....	3,154.66

Details

Charges and cash advances cleared (16)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/03/2025	Expense		Dollar Tree	21.20
06/03/2025	Expense		Hobby Lobby	38.10
06/03/2025	Expense		Meijer	187.17
06/03/2025	Expense			37.10
06/03/2025	Expense		Walmart	78.64
06/03/2025	Expense		Up North Garden Center	67.98
06/03/2025	Expense		Up North Garden Center	81.17
06/03/2025	Expense		United States Postal Service	421.00
06/03/2025	Expense		Amazon.com	507.44
06/03/2025	Expense		Amazon.com	204.79
06/03/2025	Expense		Amazon.com	39.10
06/03/2025	Expense		Jones School Supply Co., Inc.	37.98
06/03/2025	Expense		Springbok	219.17
06/03/2025	Expense		Inuit Quickbooks	54.00
06/03/2025	Expense		Scholastic Inc.	1,103.82
06/03/2025	Expense		Best Coast Storage	56.00

Total 3,154.66

Payments and credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/15/2025	Bill		Elan Financial Services	-1,308.57

Total -1,308.57

PENTWATER TOWNSHIP LIBRARY

101-001 West Shore Reg.Chk. Ending Balance: \$1,006.43

Date	Ref No. Type	Payee Account	Memo	Payment Deposit	Stat Auto	Balance
06/17/2025	9921 Bill Payment	DTE Energy 101-202 Accounts Payable	463584900013	\$69.57		\$1,006.43
06/17/2025	9920 Bill Payment	Michigan Municipal League 101-202 Accounts Payable		\$561.00		\$1,076.00
06/17/2025	9919 Bill Payment	Foster Swift 101-202 Accounts Payable		\$280.50		\$1,637.00
06/17/2025	9918 Bill Payment	WT.COX Information Services 101-202 Accounts Payable		\$1,047.20		\$1,917.50
06/17/2025	9917 Bill Payment	BAKER & TAYLOR 101-202 Accounts Payable		\$20.93		\$2,964.70
06/17/2025	Deposit	-Split-		\$162.39		\$2,985.63
06/11/2025	Tax Payment	QuickBooks Payroll -Split-	Tax Payment	\$1,609.77		\$2,823.24
06/11/2025	DD Paycheck	OLIVIA BRADLEY Direct Deposit Payable	Pay Period: 05/25/2025- 06/07/2025	\$843.18		\$4,433.01
06/11/2025	DD Paycheck	TAMMY A HAMMERLE Direct Deposit Payable	Pay Period: 05/25/2025- 06/07/2025	\$735.97		\$5,276.19
06/11/2025	DD Paycheck	JAMES MUELLER Direct Deposit Payable	Pay Period: 05/25/2025- 06/07/2025	\$907.01		\$6,012.16
06/11/2025	DD Paycheck	JUSTIN WAMBAUGH Direct Deposit Payable	Pay Period: 05/25/2025- 06/07/2025	\$1,096.64		\$6,919.17

Date	Ref No. Type	Payee Account	Memo	Payment Deposit Stat	Balance Auto
06/11/2025	DD	MARY BARKER	Pay Period: 05/25/2025- 06/07/2025	\$1,500.57	\$8,015.81
06/10/2025	Paycheck	Direct Deposit Payable			
06/10/2025	Expense	Capital Group 101-716 Salaries & Fringe Ben:Retirement		\$385.82	\$9,516.38
06/10/2025	Expense	Michigan Retailers Services, Inc. 101-824 Bank & Credit Card Fees		\$12.09	\$9,902.20
06/10/2025	9916	Charter Communications	8245122820005197	\$179.96	\$9,914.29
06/10/2025	Bill Payment	101-202 Accounts Payable			
06/10/2025	9915	Shotwell Solutions, LLC		\$248.40	\$10,094.25
06/10/2025	Bill Payment	101-202 Accounts Payable			
06/10/2025	9914	RYAN'S LAWN CARE		\$152.00	\$10,342.65
06/10/2025	Bill Payment	101-202 Accounts Payable			
06/10/2025	9913	Turf Care Mole Man, LLC		\$71.85	\$10,494.65
06/05/2025	Bill Payment	101-202 Accounts Payable			
06/05/2025	9912	Shotwell Solutions, LLC		\$248.40	\$10,566.50
06/05/2025	Bill Payment	101-202 Accounts Payable			
06/05/2025	9911	Justin Wambaugh-		\$14.00	\$10,814.90
06/05/2025	Bill Payment	101-202 Accounts Payable			
06/05/2025	9910	BAKER & TAYLOR		\$143.92	\$10,828.90
06/05/2025	Bill Payment	101-202 Accounts Payable			
06/05/2025	9909	Midwest Tape, LLC		\$306.76	\$10,972.82
06/03/2025	Bill Payment	101-202 Accounts Payable			
06/03/2025	9908	Elan Financial Services		\$3,154.66	\$11,279.58
06/03/2025	Bill Payment	101-202 Accounts Payable			
06/03/2025	9907	MICHIGAN LIBRARY ASSOCIATION		\$170.00	\$14,434.24
06/03/2025	Bill Payment	101-202 Accounts Payable			
06/03/2025	9906	Joel Tacey's Tiptop Entertainment		\$1,100.00	\$14,604.24

Date	Ref No. Type	Payee Account	Memo	Payment	Deposit	Stat	Balance Auto
	Bill Payment	101-202 Accounts Payable					
06/03/2025	9905	Woodlands Library Cooperative		\$30.00			\$15,704.24
	Bill Payment	101-202 Accounts Payable					
06/03/2025	9904	Xerox Financial Services	010-0019606-001	\$432.53			\$15,734.24
	Bill Payment	101-202 Accounts Payable					
06/03/2025	9903	Mary S. Barker		\$95.90			\$16,166.77
	Bill Payment	101-202 Accounts Payable					
06/03/2025	9902	Elan Financial Services		\$160.15			\$16,262.67
	Bill Payment	101-202 Accounts Payable					
06/03/2025	9901	Turf Care Mole Man, LLC		\$106.60			\$16,422.82
	Bill Payment	101-202 Accounts Payable					
06/03/2025	9900	Corinne Roberts Illustration, LLC		\$500.00			\$16,529.42
	Bill Payment	101-202 Accounts Payable					
06/03/2025	9899	CONSUMERS ENERGY	100016977850	\$285.48			\$17,029.42
	Bill Payment	101-202 Accounts Payable					
05/31/2025	INTEREST		Interest Earned	\$0.68		R	\$17,314.90
	Deposit	101-665 Miscellaneous Income:Interest Earned					
05/28/2025	Tax Payment	QuickBooks Payroll -Split-	Tax Payment	\$1,594.49		R	\$17,314.22
05/28/2025	DD	Celeste Miller	Pay Period: 05/11/2025- 05/24/2025	\$297.06		R	\$18,908.71
	Paycheck	Direct Deposit Payable					
05/28/2025	DD	Celeste Miller	Pay Period: 05/11/2025- 05/24/2025	\$200.19		R	\$19,205.77
	Paycheck	Direct Deposit Payable					
05/28/2025	DD	TAMMY A HAMMERLE	Pay Period: 05/11/2025- 05/24/2025	\$679.01		R	\$19,405.96
	Paycheck	Direct Deposit Payable					

Date	Ref No.	Payee Account	Memo	Payment	Deposit	Stat	Balance
	Type					Auto	
05/28/2025	DD	JAMES MUELLER	Pay Period: 05/11/2025- 05/24/2025	\$984.74		R	\$20,084.97
	Paycheck	Direct Deposit Payable					
05/28/2025	DD	MARY BARKER	Pay Period: 05/11/2025- 05/24/2025	\$1,500.56		R	\$21,069.71
	Paycheck	Direct Deposit Payable					
05/28/2025	DD	JUSTIN WAMBAUGH	Pay Period: 05/11/2025- 05/24/2025	\$1,052.04		R	\$22,570.27
	Paycheck	Direct Deposit Payable					
05/28/2025	DD	OLIVIA BRADLEY	Pay Period: 05/11/2025- 05/24/2025	\$505.52		R	\$23,622.31
	Paycheck	Direct Deposit Payable					
05/27/2025		Capital Group		\$357.68		R	\$24,127.83
	Expense	101-716 Salaries & Fringe Ben:Retirement					
05/27/2025	9898	Oceana Irrigation Systems, Inc.		\$92.40			\$24,485.51
	Bill Payment	101-202 Accounts Payable					
05/27/2025	9897	Mary S. Barker		\$303.60		R	\$24,577.91
	Bill Payment	101-202 Accounts Payable					
05/27/2025	9896	AFLAC		\$72.40			\$24,881.51
	Bill Payment	101-202 Accounts Payable					
05/27/2025		Michigan Retailers Services, Inc.		\$12.50		R	\$24,953.91
	Deposit	Fees and Fines:Copier Fees					
05/27/2025				\$140.00		R	\$24,941.41
	Deposit	Fees and Fines:Copier Fees					

Pentwater Township Library

DIRECTOR'S REPORT -

1-Jun-25

May Statistics

CIRCULATION	2025	2024	%	ATTENDANCE	2025	2024	%
FICTION	500	416	20	ADULT PROGRAM	55	39	41
NON-FICTION	86	113	-24	TEEN PROGRAM	0	0	#DIV/0!
LARGE PRINT FICTION	65	57	14	CHILDREN PROGRAM	133	29	359
LARGE PRINT NON-FICTION	1	1	0	PASSIVE PROGRAM	82	109	-25
PERIODICALS	15	67	-78	TOTAL	270	177	53
AUDIO	11	23	-52	EVENING PATRONS	27	60	-55
VIDEOS & DVDS	199	102	95	TOTAL PATRONS	1040	974	7
TOTAL	877	779	13				
				NEW REGISTRATIONS			
				ADULT	13	19	-32
KANOPY	1			CHILDREN	0	1	-100
LIBBY E_Magazine	161	218	-26	ANNUAL	0	2	-100
LIBBY AUDIO	156	159	-2	TOTAL	13	22	-41
LIBBY E-BOOKS	195	257	-24	RE-REGISTRATIONS			
MEL CAT LENT	135	100	35	ADULT	25	38	-34
MEL CAT BORROWED	84	101	-17	CHILDREN	1	1	0
HOOPLA E-BOOKS	42	50	-16	TOTAL	26	39	-33
HOOPLA E-AUDIO	78	99	-21	Total Deleted Items	609	270	126
HOOPLA E-MOVIE/TV	3	17	-82	Multipurpose Room	32	19	68
HOOPLA BINGE PASS	0	0	#DIV/0!	LIBRARY OF THINGS			
HOOPLA MUSIC	0	3	-100	J Vox Books	6	1	
TOTAL	855	1004	-15	Launchpads	2	2	0
				Kit Go Bags	4	2	100
J FICTION	47	63	-25	Kit Fly Tying	0		#DIV/0!
J NON-FICTION	14	29	-52	Nintendo Switch Games	5	2	150
J EASY	74	81	-9	Canning Kit	0		#DIV/0!
J PERIODICALS	0	0	#DIV/0!	DVD Players	0		#DIV/0!
J VIDEOS & DVDS	14	37	-62	CD Players	0		#DIV/0!
TOTAL	149	210	-29	Kit Outdoor Games	0		#DIV/0!
				TOTAL	17	7	
				COPIES			
Y FICTION	2	16	-88	BLACK	1912	1389	38
Y NON-FICTION	1	6	-83	COLOR	1792	1655	8
				COMPUTER USAGE	93	99	-6
TOTAL	3	22	-86	WIRELESS USAGE	632	437	45
GRAND TOTAL	1884	2015	-7	FAX USAGE	30	40	-25

MATERIALS BY DATE ADDED FY 2019-20

Material Type	April	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
1 — New Fiction													0
— New Non-Fiction													0
5 — Adult Fiction	44	16											60
6 — Adult Non-fiction	15	17											32
7 — Audio Books													0
8 — Easy Read	1												1
9 — Hold Shelf													0
10 — Juvenile Audio													0
11 — Juvenile Easy	4	2											6
12 — Juvenile Fiction	7												7
13 — Juvenile Magazine	2	3											5
14 — Juvenile Non-fic		2											2
15 — Juvenile Video	4												4
16 — Juvenile Video Series													0
17 — Large Print Fiction	6	4											10
18 — Large Print Non-Fiction													0
19 — Magazine	25	26											51
24 — Paperback Fiction													0
25 — Reference													0
26 — Video Non-Fiction													0
27 — Video	4	1											5
28 — Video Series	1												1
29 — Young Adult Fiction													0
— Young Adult Magazine													0
31 — Young Adult Non-Fiction													0
50 — Launchpad													0
52 — Kit Go Bags													0
53 — Kit Movie Night													0
54 — Kit Fly Tying													0
55 — Computer													0
56 — Newspapers	26	26											52
58 — Juvenile Vox Books													0
59 — Nitendo Switch Games													0
60 — Library of things: Canning													0
61 — DVD Players													0
62 — CD Players													0
63 — Kit Outdoor Games													0
65 — CD Music	20												20
Total	159	97	0	0	0	0	0	0	0	0	0	0	256

Pentwater Township Library
 Treasurer's Report
 June 17, 2025

	May 31, 2025	
Actual income	\$83,506.26	
Actual expenses	\$20,210.44	
Net income		\$63,295.82

Year to date Apr. -May 2025 16% of year	Current percent of budget			
		2025-2026		
Actual income		Budgeted income		
\$99,195.59	42.87%	\$254,601.		
Actual expense		Budgeted expense		
\$53,321.76	18.47%	\$325,250.		

Investments	Dec. 31, 2024	Feb. 28 2025	Mar.31 2025	Apr. 30 2025	May 31,2025
MI Class	\$119,892.11	\$120,555.72	\$121,008.56	\$121,446.50	\$121,898.31
Shelby St. Bank	\$1,287.83	\$1,287.90	\$1,287.93	\$1,287.96	\$1,287.99
West Shore money mkt.	\$193,908.19	\$270,376.32	\$249,816.03	\$242,930.27	300,574.51

	Feb.28, 2025	Mar. 31,2025	Apr.30,2025	May 31, 2025
Assets	\$419,832.41	\$404,895.02	\$387,728.75	\$449,394.71
Liabilities	\$12,054.84	\$15,134.21	\$15,389.93	\$13,760.07

Submitted by:
 Kendra Flynn
 6-17-25

PENTWATER TOWNSHIP LIBRARY

Budget vs. Actuals: Budget_FY26

April 2025 - March 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
101-402 Property Tax	91,633.38	229,101.00	-137,467.62	40.00 %
101-655 Fees and Fines	603.26	3,000.00	-2,396.74	20.11 %
101-674 Private Contributions	2,767.06	2,500.00	267.06	110.68 %
101-679 Miscellaneous Income	10,872.77	5,000.00	5,872.77	217.46 %
101.502 Government Contribution	3,261.00	15,000.00	-11,739.00	21.74 %
Total Income	\$109,137.47	\$254,601.00	\$ -145,463.53	42.87 %
GROSS PROFIT	\$109,137.47	\$254,601.00	\$ -145,463.53	42.87 %
Expenses				
101-702 Salaries & Fringe Ben	38,054.44	222,000.00	-183,945.56	17.14 %
101-752 Supplies & Postage	1,286.96	7,000.00	-5,713.04	18.39 %
101-790 Library Materials	4,268.85	31,500.00	-27,231.15	13.55 %
101-801 Professional & Contract	7,685.41	20,000.00	-12,314.59	38.43 %
101-805 Program Expense	5,412.46	8,500.00	-3,087.54	63.68 %
101-824 Bank & Credit Card Fees	25.91	250.00	-224.09	10.36 %
101-880 Communications & Promo		2,000.00	-2,000.00	
101-910 Professional Development	531.90	5,000.00	-4,468.10	10.64 %
101-924 Utilities & Maintenance	2,804.23	17,000.00	-14,195.77	16.50 %
101-937 Insurance		8,000.00	-8,000.00	
101-970 Capital Outlay		4,000.00	-4,000.00	
Total Expenses	\$60,070.16	\$325,250.00	\$ -265,179.84	18.47 %
NET OPERATING INCOME	\$49,067.31	\$ -70,649.00	\$119,716.31	-69.45 %
NET INCOME	\$49,067.31	\$ -70,649.00	\$119,716.31	-69.45 %

Pentwater Township Library

Balance Sheet

As of May 31, 2025

	TOTAL			
	AS OF MAY 31, 2025	AS OF MAY 31, 2024 (PY)	CHANGE	% CHANGE
ASSETS				
Current Assets				
Bank Accounts				
101-001 West Shore Reg.Chk.	17,314.90	15,665.04	1,649.86	10.53 %
101-002 West Shore Money Market	300,574.51	381,984.89	(81,410.38)	(21.31 %)
101-003 Shelby State Bank Money Market	1,287.99	58,284.34	(56,996.35)	(97.79 %)
101-004 Petty Cash	150.00	150.00	0.00	0.00 %
101.008 Michigan Class	121,898.31	208.24	121,690.07	58,437.41 %
Total Bank Accounts	\$441,225.71	\$456,292.51	\$ (15,066.80)	(3.30 %)
Total Current Assets	\$441,225.71	\$456,292.51	\$ (15,066.80)	(3.30 %)
Other Assets				
101-056 Interest Receivable	(3,270.08)	(3,270.08)	0.00	0.00 %
101-072 Due from County	11,439.08	11,439.08	0.00	0.00 %
Total Other Assets	\$8,169.00	\$8,169.00	\$0.00	0.00 %
TOTAL ASSETS	\$449,394.71	\$464,461.51	\$ (15,066.80)	(3.24 %)
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
101-202 Accounts Payable	0.00	526.71	(526.71)	(100.00 %)
Total Accounts Payable	\$0.00	\$526.71	\$ (526.71)	(100.00 %)
Credit Cards				
101-205 Visa 8118	0.00	185.42	(185.42)	(100.00 %)
Total Credit Cards	\$0.00	\$185.42	\$ (185.42)	(100.00 %)
Other Current Liabilities				
101-255 Payroll Liabilities	0.00	0.00	0.00	
AFLAC-AFTER TAX	1,158.40	217.20	941.20	433.33 %
Federal Taxes (941/943/944)	0.00	3,968.75	(3,968.75)	(100.00 %)
Federal Unemployment (940)	(176.02)	53.90	(229.92)	(426.57 %)
MI Income Tax	0.00	1,108.16	(1,108.16)	(100.00 %)
Simple IRA Emp.	6,150.54	1,295.88	4,854.66	374.62 %
Total 101-255 Payroll Liabilities	7,132.92	6,643.89	489.03	7.36 %
101-257 Accrued Wages	6,627.15	6,627.15	0.00	0.00 %
Total Other Current Liabilities	\$13,760.07	\$13,271.04	\$489.03	3.68 %
Total Current Liabilities	\$13,760.07	\$13,983.17	\$ (223.10)	(1.60 %)
Total Liabilities	\$13,760.07	\$13,983.17	\$ (223.10)	(1.60 %)
Equity				
101-391 Retained Earnings	389,760.81	484,409.49	(94,648.68)	(19.54 %)
Net Income	45,873.83	(33,931.15)	79,804.98	235.20 %
Total Equity	\$435,634.64	\$450,478.34	\$ (14,843.70)	(3.30 %)
TOTAL LIABILITIES AND EQUITY	\$449,394.71	\$464,461.51	\$ (15,066.80)	(3.24 %)

Pentwater Township Library

Inc/Exp Month

May 2025

	TOTAL	
	MAY 2025	MAY 2024 (PY)
Income		
101-402 Property Tax	81,720.49	7,305.29
101-655 Fees and Fines	409.50	242.25
101-674 Private Contributions	60.00	500.00
101-679 Miscellaneous Income	1,316.27	2.21
Total Income	\$83,506.26	\$8,049.75
GROSS PROFIT	\$83,506.26	\$8,049.75
Expenses		
101-702 Salaries & Fringe Ben	14,792.90	22,556.39
101-752 Supplies & Postage	0.00	661.37
101-790 Library Materials	1,426.66	3,667.11
101-801 Professional & Contract	3,018.53	1,214.39
101-805 Program Expense	0.00	1,616.13
101-824 Bank & Credit Card Fees	13.22	41.24
101-880 Communications & Promo	0.00	10.00
101-910 Professional Development	303.60	46.90
101-924 Utilities & Maintenance	655.53	1,232.67
Total Expenses	\$20,210.44	\$31,046.20
NET OPERATING INCOME	\$63,295.82	\$ (22,996.45)
NET INCOME	\$63,295.82	\$ (22,996.45)

Pentwater Township Library

Inc/Exp YTD
April - May, 2025

	TOTAL	
	APR - MAY, 2025	APR - MAY, 2024 (PY)
Income		
101-402 Property Tax	0.00	68,280.85
Property Taxes	81,720.49	(56,841.77)
Total 101-402 Property Tax	81,720.49	11,439.08
101-655 Fees and Fines	0.00	0.00
Book Fines	28.50	30.00
Copier Fees	545.77	639.28
Total 101-655 Fees and Fines	574.27	669.28
101-674 Private Contributions	60.00	0.00
Community Foundation	0.00	2,647.34
Unrestricted Donations	2,707.06	550.00
Total 101-674 Private Contributions	2,767.06	3,197.34
101-679 Miscellaneous Income	30.00	0.00
101-665 Interest Earned	1,544.02	938.78
101-666 Dividend	6,798.75	0.00
101-670 Other Grants	2,500.00	1,500.00
Total 101-679 Miscellaneous Income	10,872.77	2,438.78
101.502 Government Contribution	0.00	0.00
101-540 State Aid	1,116.00	1,047.72
101-580 Weare Township	2,145.00	0.00
Total 101.502 Government Contribution	3,261.00	1,047.72
Total Income	\$99,195.59	\$18,792.20
GROSS PROFIT	\$99,195.59	\$18,792.20
Expenses		
101-702 Salaries & Fringe Ben	0.00	0.00
101-709 Taxes	2,566.96	2,427.63
101-710 Wages	33,098.12	31,309.72
101-716 Retirement	1,868.56	1,854.84
101-718 Health & Vision Insurance	303.60	595.20
101-719 Aflac	217.20	144.80
101-726 Worker's Comp. Insuranc	0.00	566.00
Total 101-702 Salaries & Fringe Ben	38,054.44	36,898.19
101-752 Supplies & Postage	0.00	0.00
101-753 Cleaning Supplies	0.00	91.78
101-754 Office Supplies	0.00	15.89
101-755 Operating Supplies	795.12	1,579.46
Total 101-752 Supplies & Postage	795.12	1,687.13

Pentwater Township Library

Inc/Exp YTD
April - May, 2025

	TOTAL	
	APR - MAY, 2025	APR - MAY, 2024 (PY)
101-790 Library Materials	0.00	0.00
101-792 e-access materials	732.18	366.84
Unrestricted Library Ma	0.00	0.00
Books	2,806.87	3,187.20
Nonprint Material	279.12	2,063.67
Total Unrestricted Library Ma	3,085.99	5,250.87
Total 101-790 Library Materials	3,818.17	5,617.71
101-801 Professional & Contract	0.00	(855.05)
101-802 Professional Fees	3,877.50	523.86
101-915 Society Dues	11.00	0.00
Contract Service	3,084.38	1,007.70
Total 101-801 Professional & Contract	6,972.88	676.51
101-805 Program Expense	0.00	0.00
101-778 Supplies	1,150.49	2,413.07
101-779 Decorations	0.00	256.34
101-780 Prizes and Giveaways	73.15	1,364.60
101-808 Presenters	0.00	495.00
Total 101-805 Program Expense	1,223.64	4,529.01
101-824 Bank & Credit Card Fees	25.91	83.89
101-880 Communications & Promo	0.00	0.00
Advertising	0.00	230.00
Total 101-880 Communications & Promo	0.00	230.00
101-910 Professional Development	0.00	0.00
101-912 Education & Training	0.00	381.00
101-913 Travel & Transportation	417.00	169.39
Total 101-910 Professional Development	417.00	550.39
101-924 Utilities & Maintenance	0.00	0.00
101-850 Telephone	159.96	119.96
101-917 Water & Sewer	291.75	275.00
101-920 Electricity	609.68	537.64
101-921 Gas	222.60	215.24
101-927 Online Services	199.96	199.96
101-934 Maintenance & Repairs	530.65	1,102.72
Total 101-924 Utilities & Maintenance	2,014.60	2,450.52
Total Expenses	\$53,321.76	\$52,723.35
NET OPERATING INCOME	\$45,873.83	\$ (33,931.15)
NET INCOME	\$45,873.83	\$ (33,931.15)

First Reading: June 17, 2025

Second Reading:

Approved:

Pentwater Township Library

Library Board Meeting Behavior Policy

Purpose

- To ensure that Library Board meetings remain a safe, respectful, and productive space for public discussion and governance.

Public Participation

- Members of the public are welcome to attend and participate in Library Board meetings in accordance with the agenda and any public comment period.
- Comments should be addressed to the Board as a whole and pertain to matters relevant to the library.

Code of Conduct

All attendees must adhere to the following standards:

- Maintain respectful and civil discourse.
- Refrain from personal attacks, threats, shouting, or abusive language.
- Do not disrupt the meeting with outbursts, signs, or gestures intended to intimidate or provoke.
- Follow the direction of the Board Chair or Presiding Officer at all times.

Role of the Board Chair

- The Board Chair or Presiding Officer is responsible for maintaining order.
- The Chair or Presiding Officer may issue warnings or call a recess to address inappropriate behavior.
- If necessary, the Chair or Presiding Officer may direct that a disruptive individual be removed from the meeting, with or without a warning.

Removal and Law Enforcement

- Individuals who engage in volatile, aggressive, or threatening behavior may be asked to leave by the Board Chair or Presiding Officer.
- If an individual refuses to comply, law enforcement may be contacted to remove the person and ensure the safety of those present.

Recording and Documentation

- Disruptions will be noted in the official meeting minutes.

First Reading: June 17, 2025

Second Reading:

Approved:

- In cases of serious disturbance, an incident report may be filed, and repeat offenders may be subject to further action (e.g., trespass notice from library premises).

Appeals and Complaints

- Patrons may appeal any decision in writing to the Library Board within 14 calendar days of the decision. The Library Board will respond to the appeal in writing within 7 calendar days of the next regularly scheduled Library Board meeting. The decision of the Library Board is final.

Legal Reference

- This policy is consistent with applicable Michigan Open Meeting Laws and local regulations regarding public meetings and safety.

Pentwater Township Library
Director's Report
June 2025

1. Library Deed and Village Collaboration

A significant portion of May was devoted to addressing the library's property deed issue. Meetings were held with both the District Library Planning Committee and Village officials to discuss removing the reverter clause from the library's deed. The Village Council meeting scheduled for June 9th will be critical, as the library is on the agenda to formally request this reverter removal. This change is essential to secure the library's independence and protect its investment in the building.

2. Website Launch and Accessibility Compliance

Our new Library website is now live! We partnered with Streamline, based in California, to ensure the site meets the ADA Accessibility standards required by 2027. Streamline seamlessly transferred our existing content, provided staff training on their web tools, and built-in platform that continuously checks for ADA compliance. The new site features a State-specific transparency dashboard, reminders for posting requirements, and 24/7 technical support and knowledge base resources. Although the launch is a significant milestone, this remains an ongoing project. We continue to refine the site daily adding new records, ensuring accessibility, and addressing small formatting issues to ensure all patrons, including those using electronic reader technology, have equitable access.

3. Programming Highlights

May signaled the start of our vibrant summer activities. We are preparing for the Library's June 9th Open House, which will also serve as a kick-off for our Summer Reading Program:

- **Children and Teens:** 8 weeks
- **Adults:** 12 weeks

The Friends of the Pentwater Township Library 2.0 will hold their Book and Bake Sale on June 14 during the Pentwater Community Garage Sale.

Our second Library Book Club Tea was held in May, welcoming six members from four local book clubs. These teas are designed to strengthen relationships, gather feedback on how we can support their reading goals, and provide them with training on Library resources. Attendees learned how to:

- Access their Library account histories
- Order materials through interlibrary loan (MeLCat) independently
- Renew items within the MeLCat window

Pentwater Township Library
Director's Report
June 2025

- Use NoveList from EBSCO to find lists of recommended titles and create customized lists based on personal interests

4. Sculpture Departure

David Zahn's sculpture, *Time Passes*, was picked up in May with assistance from members of the Pentwater Arts Council. This piece will now be displayed for the eighth time in a public location, this time in St. Charles, Illinois.

5. Classroom Visits and Outreach

Throughout May, Kindergarten through 5th grade classes from Pentwater Area Schools visited the library. We shared information about our Summer Reading Program and provided each child with a bag containing summer activity flyers and a new book to encourage reading during their break.

6. Building and Grounds Update

We have contracted with Heirloom Construction in Ludington to install a new push bar on the library's emergency exit door. This safety improvement, including supplies and installation, will cost \$1,300.

7. Friends of the Library Activities

The Friends are actively preparing for a busy summer. They plan to:

- Attend the Library's Open House
- Operate the Library's Beach Buggy to bring Library services to beachgoers
- Host their upcoming book sale

With the Library's packed programming and the Friends' robust schedule, we're anticipating a lively and engaging summer season for our entire community.

Respectfully submitted,

Mary Barker, Director

Memorandum

To: Pentwater Township Library Board

From: Mary Barker, Director

Date: June 17, 2025

Subject: Budget Amendment – First Quarter June 2025

Dear Board Members,

The following budget amendments are proposed to reflect recent grant awards and reimbursements to maintain a balanced budget.

Revenue Adjustments

1. Increase **Line Item 679 – Misc Contributions** by **\$5909** to account for dividend paid from the Oceana Foundation from the Endowment Fund
2. Increase **Line Item 670 – Grants** by **\$2500** to account for \$1500 from Shelby Optimist Club and \$1,000 from Oceana Foundation

Expense Adjustments To maintain a balanced budget, the following increase changes will be made:

1. Increase **Line Item 801 – Professional and Contractual** by **\$1000** (reflecting the Oceana Foundation)
2. Increase **Line Item 805 – Program Expenses** by **\$1500** (reflecting the grant from the Shelby Optimist Club)
3. Increase **Line Item 970 –Capital Outlay** by **\$5,909** (reflecting future improvements in the library)

These amendments ensure our budget accurately reflects incoming funds and necessary expenditures while maintaining financial stability. Please let me know if you have any questions.

code	Pentwater Township Library Operating Fund	Approved FY24	Approved Budget FY 25	Approved Budget Amendment Nov 2024	Approved budget FY26	Proposed Budget Amendment 1st quarter 2025	Comments
	INCOME						
402	Taxes	200,149	214,481	214,481	229,101		
502	Govt contributions	14,900	15,000	15,000	15,000		
	Fees & Fines (inc Book						
655	sales)	3,000	3,000	3,000	3,000		
674	Private Contributions	2,600	2,500	5,447	2,500		
679	Misc Income	3,000	5,000	5,000	5,000	5,909	Dividend community Foundation
670	Grants	-		2,500		2,500	1500 optimist club SRP4/1, 1000 Community Foundation 4/8
	TOTAL	223,649	239,981	245,428	254,601		
	EXPENSES						
702	Salaries	195,000	224,302	224,302	222,000		
752	Supplies & postage	5,000	7,000	7,000	7,000		
790	Library mtrls	31,500	31,500	34,000	31,500		
801	Prof & contractual	20,000	20,000	20,000	20,000	1,000	community foundation 4/8
805	Program Expenses	8,500	8,500	11,447	8,500	1,500	4/1 Optimist Club 1500 SRP
824	Bank and Credit Card Fees	200	200	200	250		
880	Communications	2,500	2,500	2,500	2,000		
910	Professional Development	4,800	4,800	4,800	5,000		
924	Utilities & Maintenance	16,000	16,000	16,000	17,000		
937	Insurance	5,500	5,500	5,500	8,000		
970	Capital Outlay	8,900	6,000	6,000	4,000	5,909	Dividend Community Foundation
	Contingency Fund						
	OPERATING TOTAL	297,900	326,302	331,749	325,250		
995	Transfer Out						
	GRAND TOTAL	297,900	326,302	331,749	325,250		
	Income over (under) expense	-74250.73	-86320.53	-86320.19	-70649.01		

DISTRICT LIBRARY AGREEMENT

THIS DISTRICT LIBRARY AGREEMENT is entered into as of the ____ day of _____ 2025 by and between Pentwater Township and the Pentwater Public School District ("School District"), County of Oceana (collectively referred to as the "Participating Municipalities") pursuant to the District Library Establishment Act, 1989 PA 24, MCL 397.171, et seq., (the "Act").

The Participating Municipalities agree to establish a district library pursuant to the Act to assure continued library services to the area described in Exhibit A and depicted in Exhibit A-1 attached hereto and made a part hereof. The governing bodies of the Participating Municipalities have determined that it is in the best interests of the residents of their respective communities to provide library services by establishing a district library. The governing body of the Pentwater Township Library has also determined it is in the best interests of the residents and approved the establishment of a district library under this Agreement as required by the Act.

Therefore, in consideration of the premises and other mutual obligations and promises, the Parties agree as follows:

I. ESTABLISHMENT

A. **Name.** As of the effective date of this Agreement, the Participating Municipalities hereby establish a district library pursuant to the Act to be known as the "Pentwater Area District Library" (the "District Library"), having all the powers granted to such district libraries by the Act.

Commented [MB1]: Pentwater Area Library

Commented [AS2R1]: Must include the word "district"

B. **Participating Municipalities.** The Participating Municipalities to this Agreement are the Pentwater Township ("Township") and the Pentwater Public School District ("School District").

C. **Territory of the District Library.** The territory of the Participating Municipalities included within the District Library shall be as described in Exhibit A (the "District") and depicted in Exhibit A-1.

D. **Effective Date of the Agreement.** The Effective Date of the Agreement shall be the date the Agreement is approved by the State Librarian.

II. LIBRARY BOARD

A. **Governing Board.** The District Library shall be governed by an appointed board (the "Library Board") which shall consist of seven (7) members to be appointed as described below:

1. Qualifications:

An individual appointed as a Library Board member shall be a qualified elector of the Participating Municipality that appoints such member on the date the appointment is made. ~~A candidate for appointment to the Library Board shall also be a resident of the District Library District.~~

Commented [MB3]: ...and the municipality which they represent.

Commented [AS4R3]: This is included in the sentence above. The DLEA requires that they be a qualified elector of the PM that appoints them. They have to be a resident to be a qualified elector.

2. Appointments; Initial Term:

a. ~~Pentwater Public Schools Township. The Pentwater Public School Board Township Board of the Township~~ shall appoint four (4) members of the Library Board whose term begins on the Effective Date of the Agreement and two (2) Board members shall have terms that expire on December 31, 2025; one (1) Board member shall have a term that expires on December 31, 2026; and one (1) Board member shall have a term that expires on December 31, 2027.

Commented [MB5]: Pentwater Public School. The Pentwater Public School Board shall appoint...

b. ~~Pentwater-Township Public School District. The Township School Board of the School District~~ shall appoint three (3) members of the Library Board whose term begins on the Effective Date of the Agreement and one (1) Board member shall have a term that expires on December 31, 2025; one (1) Board member shall have a term that expires on December 31, 2026; and one (1) Board member shall have a term that expires on December 31, 2027.

Commented [MB6]: Pentwater Township. The Township Board of the Township shall appoint...

3. Subsequent Terms. As the terms of office identified in Section A.2.a-b above expire, and with each expiration of office thereafter, the respective Party that made the appointment of the Library Board member whose term has expired shall make an appointment to replace the board members whose terms expired to serve a three (3) year term of office beginning on January 1. Nothing herein shall prohibit a Participating Municipality from reappointing a member whose term has expired to a successive term of office.

4. Beginning of Term. After the initial terms, all terms shall begin on January 1.

5. Library Recommendation. At least two (2) months prior to the expiration of the term of any Library Board Member, the Library Board may provide recommendations of the candidates interested in appointment to the Library Board to the Participating Municipalities.

B. Authority. The Library Board shall have all the powers enumerated in Section 12 of the Act, MCL 397.182, all the powers enumerated in the District Library Financing Act, MCL 397.281, *et seq.*, and any other powers granted by law, including but not limited to the following:

1. Establish, maintain, and operate a public library for the District.

2. Appoint and remove officers from among its members.
3. Appoint and remove a librarian and necessary assistants and fix their compensation.
4. Purchase, sell, convey, lease, or otherwise acquire or dispose of real or personal property, including, but not limited to, land contracts and installment purchase contracts.
5. Erect buildings.
6. Supervise and control District Library property.
7. Enter into a contract to receive library-related service from or give library-related service to a library or a municipality within or without the District.
8. Adopt bylaws and regulations, not inconsistent with this Act, governing the Library Board and the District Library.
9. Propose and levy upon approval of the electors as provided in this Act a tax for support of the District Library.
10. Borrow money pursuant to the District Library Financing Act, 1988 PA 265, MCL 397.281 to 397.290.
11. Issue bonds pursuant to the District Library Financing Act, 1988 PA 265, MCL 397.281 to 397.290.
12. Accept gifts and grants for the District Library.
13. Do any other thing necessary for conducting the District Library service, the cost of which shall be charged against the District Library fund.
14. Exercise any other power authorized by law.

C. **Expenses and Compensation.** The District Library may reimburse Library Board members for necessary expenses that Library Board members incur in the performance of their official duties and may compensate Library Board members pursuant to Section 12(2) of the Act, MCL 397.182.

D. **Vacancy.** The office of the Library Board Member becomes vacant when the incumbent dies, resigns, is convicted of a felony, is removed from office by the Governor pursuant to Section 10 of Article V of the State Constitution of 1963, or ceases to be a resident of the district. In addition, the office of a Library Board Member becomes vacant when the incumbent ceases to be a resident of the Participating Municipality that appointed the incumbent.

In the event of a vacancy, the Participating Municipality that appointed the Library Board Member whose position has become vacant shall appoint a replacement as soon as possible who shall serve until the end of the term of the Library Board Member being replaced.

E. **Removal.** In accordance with Section 8(2) of the Act, MCL 397.178(2), the Governor of the State of Michigan shall have the power to remove a member of the Library Board for cause, pursuant to the provisions of Section 10 of Article V of the State Constitution of 1963, as amended.

III. FUNDING AND PROPERTY

A. **Funding.**

1. **General Funding.** Except during the period commencing the Effective Date of the Agreement and continuing until the District Library authorizes and levies a districtwide millage ("Interim Period"), funds necessary for the operation of the District Library shall be derived from state aid, grants, penal fines, donations, and bequests, a districtwide millage, or other millage authorized to be levied upon taxpayers of the District, and any other source authorized by law.

Library funds on hand with the Pentwater Township Library, including any trusts or endowments including but not limited to the Library Fund Balance ("Library Funds"), shall be transferred to the District Library into a District Library fund in accordance with the terms of this Agreement. Upon the Effective Date of the Agreement, the total amount of the fund balances of each Library Fund (each Library Fund that is identified in the 2024 audited financial records) of the Pentwater Township Library shall be transferred to the District Library.

To the extent any monies or property from any source whatsoever are received by either of the Participating Municipalities designated for the operation and administration of community library services or acquisition of books or equipment or other real or personal property for community library use, such Participating Municipality shall transfer such monies and personal property upon receipt thereof to the District Library.

2. **Interim Period Funding.** During the Interim Period, the operation of the District Library will be funded from revenues derived from state aid, penal fines, grants, donations, and bequests, if any, as stated more fully in Section III.A.1 above. In addition, during the Interim Period, the Participating Municipalities shall provide appropriations to the District Library as follows:

a. **Township Funding.** During the Interim Period, the Township will continue to levy the maximum authorized millage rate of 1.0 mill, as reduced by the Headlee Amendment. By signing this Agreement, the Library Board of the Pentwater Township Library also agrees and approves during the Interim Period the annual levy of the maximum authorized millage of 1.0 mill, as reduced by the Headlee Amendment. The Township shall deposit the proceeds of the millage in the District Library Fund. Aside from levying the maximum authorized millage as stated more fully in this

paragraph, the Township shall have no (0%) additional obligation to provide funds for the District Library during the Interim Period or at any other time.

b. *School District Funding.* The School District shall have no (0%) obligation to provide funds for the District Library during the Interim Period or at any other time, unless agreed to by the Board of Education of the School District after the District Library is formed.

B. **Budget.** The Library Board shall annually determine and approve the District Library's Budget.

C. **Fiscal Year.** Unless otherwise changed by the Library Board after the Effective Date of this Agreement, the fiscal year of the District Library shall be the annual period commencing April 1 and ending the following March 31, provided that the initial fiscal year shall commence on the Effective Date of this Agreement and shall end on the March 31 following the Effective Date of this Agreement.

Commented [AS7]: We assume that you follow the Township's fiscal year.

Commented [MB8R7]: Yes

D. **Personal Property Transfer.** As of the Effective Date of this Agreement, personal property described in Exhibit B, whether tangible or intangible, of the Pentwater Township Library relating to the Pentwater Township Library shall be transferred pursuant to the terms of the Property Transfer Agreement substantially in the form attached as Exhibit C, and conditioned upon the Township and/or Pentwater Township Library and the District Library entering into the following:

1. The assumption of contractual obligations of the Pentwater Township Library associated with the operation of the library listed on the Assignment and Assumption of Contracts agreement, substantially in the form attached as Exhibit C-2; and
2. An Employee Transfer Agreement, substantially in the form attached to this Agreement as Exhibit D; and
3. The Quit Claim Deed to transfer the Library Building, substantially in the form attached to this Agreement as Exhibit E, to the District Library.

Commented [AS9]: We still need to address the reverter clause

Commented [MB10R9]: We are still working on this.

4. Do you need a fiscal agency agreement?

Commented [AS11]: Does the Library want a fiscal agency agreement or will you take over the finances immediately?

Commented [MB12R11]: No

D. **Real Property.** Upon the effective date of this Agreement, the Pentwater Township Library shall execute a Quit Claim Deed conveying the real property owned by the Pentwater Township Library located at 402 Park Street, Pentwater, Michigan, 49449 to the District Library, substantially in the form attached as Exhibit E. The Quit Claim Deed shall be consistent with title as identified in a commitment for title insurance Upon the Effective Date of the Agreement.

E. **Contractual Obligations.** Contractual obligations of the Township of Pentwater Township and the Pentwater Township Library associated with the operation of the Library

listed on Exhibit C-2 shall be assumed by the District Library on the Effective Date of this Agreement.

F. **Indemnification and Other Obligations of Library Board.** As a condition of the transfer of property or funds to the District Library and to the extent permitted by law, the District Library shall be required to indemnify the Township, School District and Pentwater Township Library (collectively referred to as the "Parties") against all claims, demands, actions, citations or legal proceedings arising from or relating to the operation by the Library Board of the District Library after the Effective Date of this Agreement, as provided in Exhibit C, and shall be required to obtain insurance coverage in amounts reasonably determined by the Parties to meet such liabilities. Such insurance policies shall name the Parties as additional insureds. The Pentwater Township Library shall be required to notify the District Library of all pending, probable, or threatened claims, demands, actions, citations, or legal proceedings that arise on or before the effective date of the Agreement ("Pre-Existing Claims") and the Pentwater Township Library shall indemnify the District Library against Pre-Existing Claims.

IV. EMPLOYEES

A. **Employee Transfer.** Upon the Effective Date of the Agreement, the Employees of the Pentwater Township Library shall be transferred to the District Library under the terms and conditions provided in the Employee Transfer Agreement substantially in the form attached as Exhibit D. Before the date upon which the Pentwater Township Library employees are transferred to the District Library, the Pentwater Township Library shall give notice to all employees as required by Section 1 of the Employee Transfer Agreement attached as Exhibit D.

V. OTHER PROVISIONS

A. **Term.** This Agreement shall continue in perpetuity unless the District Library is dissolved pursuant to Section V.B or automatically terminated pursuant to Section V.C.

B. **Dissolution of District Library/Distribution of Assets.** The District Library shall be dissolved if a Participating Municipality withdraws from the District Library as provided in Section V.C. Upon such dissolution, the Pentwater Township Library shall be reinstated in accordance with the Township, Village and Township Libraries Act, 1877 PA 164, MCL 397.201, et seq., and all assets of the District Library shall revert to the Pentwater Township Library.

~~C. **Automatic Termination.** In the event a district wide millage of at least _____ mill has not been authorized by _____, District Library Agreement shall expire by its terms and all assets of the District Library shall be distributed as provided in Section V.B.~~

~~C.D. **Withdrawal from Agreement.** Any Participating Municipality may withdraw from the District Library in accordance with Section 24 of the Act, MCL 397.194, provided that no Participating Municipality may adopt a resolution authorizing its withdrawal prior four (4) years from the Effective Date of the Agreement. In the event the withdrawal of the Participating Municipality would cause the dissolution of the District Library, such withdrawal and dissolution~~

Commented [AS13]: This is one possibility. The other is to transfer assets to the Library that agrees to serve the majority of the district

Commented [MB14R13]: This is fine.

Commented [AS15]: This is an optional provision. There does not have to be an automatic termination. However, if the millage doesn't pass, the parties would have to figure out how to fund it.

Commented [MB16R15]: We don't want an automatic termination. We thought that if we don't pass a district-wide millage that we would continue to be funded by the 1 mil in perpetuity that we currently have. We would continue to try to pass a district wide millage in future elections. Question: If we do pass a district wide millage, does the 1 mil that has been collected get put on hold and the new district-wide millage is what will be collected? I think we are still confused about the status of our 1 mil in perpetuity and how it can be used!

Commented [AS17R15]: You are correct. The "Interim Funding" provision allows you to continue to collect the one mill in perpetuity until a district wide millage is approved and levied. If that happens, the Township will discontinue levying the current 1.0 mill and the District Library will start to levy the new district wide millage.

Commented [AS18]: Is this still the number of years agreed upon?

Commented [MB19R18]: Yes

shall be subject to the requirements specified in Section V.B of this Agreement. In the event the withdrawal of a Participating Municipality would not cause the dissolution of the District Library, the assets belonging to the District Library would remain the property of the District Library.

DE. Addition of Other Municipalities. Any Township, village, township, or county (a "Municipality") may become a Participating Municipality to this Agreement and all or a portion of the territory of the Municipality be added to the District if:

1. The governing body of the Municipality resolves by majority vote that the Municipality become a Participating Municipality to this Agreement and that all or a portion of the territory of the Municipality be added to the District.

2. The governing body of the Municipality files a certified copy of its resolution with the chairperson of the Library Board.

3. The Library Board adopts a resolution authorizing an amendment to this Agreement reflecting the addition of the Municipality and the territory of the Municipality to the District, specifying the changes in Library Board representation, or identifying changes to the percentage of funds necessary for the establishment and operation of the District Library to be provided by the Municipality within six (6) months of the date of receipt of the resolution of the Municipality.

4. The electors of the Municipality or the portion of the territory of the Municipality to be added to the District shall have approved the levy of the district-wide millage, if any, by majority of the electors voting on the question.

5. The amendment to the agreement shall be reviewed and approved by the State Librarian as required by Section 5(2) of the Act, MCL 397.175(2).

EF. Remedies. In the event of failure by any of the Parties to perform its obligations under this Agreement, the other Parties, and each of them separately, shall have the power to seek such remedies as shall be available to them at law or in equity, including actions for mandamus.

FG. Amendment. This Agreement may be amended in writing upon the consent of (1) the legislative bodies of the Participating Municipalities, pursuant to Section 4(1)(e) of the Act, MCL 397.174(1)(e), (2) a majority of the Library Board appointed and serving, and (3) upon approval of the State Librarian as provided in Section 5 of the Act, MCL 397.175.

GH. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

HI. Severability. If any clause, provision, or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions, or sections.

14. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed and all of which shall constitute one and the same agreement, and the signature of any Participating Municipality to any counterpart shall be deemed a signature to and may be appended to any other counterpart.

IN WITNESS WHEREOF, the Participating Municipalities have caused this Agreement to be duly executed as of the date first written above.

PENTWATER PUBLIC SCHOOL DISTRICT

By: _____
Its: _____

TOWNSHIP OF PENTWATER

By: _____
Its: _____

PENTWATER TOWNSHIP LIBRARY

By: _____
Its: _____

EXHIBIT A

The District Library shall be comprised of all that territory which is currently located in the jurisdictional limits of the Township of Pentwater and the Pentwater Public School District, Oceana County, excluding the portion of the Pentwater Public School District that is located in Mason County.

EXHIBIT A-1

INSERT MAP

DRAFT

EXHIBIT B

PERSONAL PROPERTY

The following assets, including personal property and other funds, belong to the Pentwater Township Library and are held for library purposes, including but not limited to:

1. All personal property located in the Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement, including but not limited to:

- a. All books, magazines, books on tape, compact discs, videos, and DVDs.
- b. All computers, equipment for the network and all other hardware and software.
- c. All tables, chairs, desks, and filing cabinets.
- d. All library records.
- e. All supplies.

2. All shelving and cabinets located in the Pentwater Township Library, Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement.

3. Pentwater Township Library cash and other assets, including but not limited to the West Shore Bank Money Market; Business Ventures (Checking Account through West Shore Bank); Shelby State Bank; MI-CLASS; Oceana County Community Foundation - Pentwater Township Library Endowment Fund.

Commented [AS20]: Any other funds/endowments/accounts?

Commented [MB21R20]: West Shore Bank Money Market; Business Ventures (Checking Account through West Shore Bank); Shelby State Bank; MI-CLASS; Oceana County Community Foundation - Pentwater Township Library Endowment Fund

Commented [AS22]: I would contact the CF and discuss the plans to "go district" and see if this will affect the fund. I assume there is a "successor" provision but I would check on that.

EXHIBIT C

PROPERTY TRANSFER AGREEMENT

**TRANSFER OF ASSETS AND ASSUMPTION OF
LIABILITIES AND CONTRACTUAL OBLIGATIONS**

THIS AGREEMENT is entered into as of the _____ day of _____, 2025, by and between the Township of Pentwater Township (hereinafter "Township"), Pentwater Township Library and the Pentwater District Library (hereinafter "District Library").

WHEREAS, the District Library was established by agreement effective as of _____ ("District Library Agreement") entered into by the Township and the Pentwater Public School District ("School District") in accordance with the District Library Establishment Act, 1989 PA 24, as amended, to provide library services in the School District and the Township boundaries;

WHEREAS, the Pentwater Township Library has operated a Pentwater Township Library (the "Pentwater Township Library") and the financial records of the Pentwater Township Library have been maintained on the same fiscal year as that of the Township which ends on each April 30; and the financial records of the Pentwater Township Library have been audited separately from those of the Township.

THEREFORE, in consideration of the premises, the Township, the Pentwater Township Library, and the District Library agree as follows:

1. The Pentwater Township Library shall close the fiscal year of the Pentwater Township Library as of the Effective Date of the District Library Agreement.
2. At its own cost, the District Library shall either audit the financial statement of the Pentwater Township Library for the period of April 1, 2023 through the Effective Date of the District Library Agreement (as defined in the District Library Agreement) or shall cause the financial statements of the Pentwater Township Library for the period April 1, 2025 through the Effective Date of the District Library Agreement to be audited. The District Library shall provide at no cost to the Township a copy of the audited statements for the Pentwater Township Library for the short fiscal year ending on the Effective Date of the District Library Agreement upon completion and release by the certified public accountant performing the audit.
3. On the Effective Date of the District Library Agreement, subject to the terms of this Property Transfer Agreement and pursuant to the terms of the Bill of Sale attached as Exhibit C-1 to this Agreement, the Pentwater Township Library shall transfer all of the tangible and intangible personal property assets of the Pentwater Township Library, including (a) the Library Fund held in the Township of Pentwater Township treasury (which would include any trusts or endowments,)

and (b) all Pentwater Township Library assets, to the District Library listed in Exhibit B of the District Library Agreement subject to all the liabilities and contractual obligations to the District Library.

The Pentwater Township Library and the District Library shall execute the Bill of Sale attached as Schedule C-1 to this Property Transfer Agreement. The District Library shall have authority to dispose of such property as authorized by the District Library Board if it is no longer needed for library purposes.

4. The Pentwater Township Library shall assign, and the District Library accepts the assignment of the Library Contracts set forth in Exhibit C-2 to this Property Transfer Agreement. The Pentwater Township Library and the District Library shall execute the Assignment and Assumption of Contracts attached as Exhibit C-2 to the Property Transfer Agreement.
5. Pentwater Township Library shall transfer employees to the District Library as set forth in the Employee Transfer Agreement attached as Exhibit D to the District Library Agreement.
6. The Pentwater Township Library and Pentwater Township shall transfer the Library Building located at 402 Park Street, Pentwater, Michigan, 49449, pursuant to a quit claim deed substantially in the form attached to this Agreement as Exhibit E to the District Library Agreement.
7. In the event of failure by either party to perform its obligations under this Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

Commented [AS23]: Need to confirm the conveyance is documented

Commented [MB24R23]: We are still working on this.

IN WITNESS WHEREOF, the Township, the Pentwater Township Library, and the District Library shall have executed this Agreement as of the date first indicated above by and through their respective duly authorized representatives.

PENTWATER DISTRICT LIBRARY

By: _____

Its: _____

PENTWATER TOWNSHIP LIBRARY

By: _____

Its: _____

PENTWATER TOWNSHIP

By: _____

Its: _____

EXHIBIT C-1

BILL OF SALE

This Bill of Sale is made as of the ____ day of _____, 2025, between **PENTWATER TOWNSHIP LIBRARY**, a Michigan library established pursuant to 1877 PA 164, ("Seller"), and the **PENTWATER DISTRICT LIBRARY**, a Michigan library established pursuant to the District Library Establishment Act, 1989 PA 24 ("Purchaser").

For valuable consideration, Seller transfers and conveys to Purchaser all of Seller's right, title and interest in and to all of the tangible and intangible personal property used by Seller in providing Pentwater Township Library services, including, without limitation, all of the books, furniture, equipment, and other personal property located in or used in connection with the Pentwater Township Library located at Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, and all books, records, reports, documents, instruments and agreements evidencing, detailing or pertaining to any of the personal property, and the Seller's rights therein. The personal property transferred to the Purchaser shall include, without limitation, the items listed in Exhibit I attached hereto. None of the personal property is subject to any claim, lien, encumbrance or interest of any kind or nature.

Except as expressly provided herein, Seller makes the transfer under this Bill of Sale without any representation, warranty, or guaranty, whether express, implied or statutory, including any warranty of condition, merchantability, habitability or fitness for a particular use or purpose. This transfer is made as is, where is, and with all faults.

Purchaser accepts delivery of the personal property and assumes all risk of loss and responsibility for the performance and compliance with any contractual agreement or undertaking related to any of the personal property or any of the Seller's rights therein.

This Bill of Sale is made as of the date written above.

PENTWATER DISTRICT LIBRARY

By: _____

Its: _____

PENTWATER TOWNSHIP LIBRARY

By: _____

Its: _____

Exhibit 1 to Bill of Sale

PERSONAL PROPERTY

The following assets, including personal property and other funds, belong to the Pentwater Township Library and are held for library purposes, including but not limited to:

Commented [AS25]: Anything owned by the Township should be removed from the Library or specifically excluded

Commented [MB26R25]: Nothing is owned by the Township.

1. All personal property located in the Pentwater Township Library, Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement, including but not limited to:
 - a. All books, magazines, books on tape, compact discs, videos, and DVDs.
 - b. All computers, equipment for the network and all other hardware and software.
 - c. All tables, chairs, desks, and filing cabinets.
 - d. All library records.
 - e. All supplies.
2. All shelving and cabinets located in the Pentwater Township Library, Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement.
3. Pentwater Township Library cash and other assets.

EXHIBIT C-2 TO PROPERTY TRANSFER AGREEMENT

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS ("Assignment") is made as of the ____ day of _____, 2025 between the Pentwater Township Library and the Pentwater District Library ("District Library").

For valuable consideration, the Pentwater Township Library assigns, conveys and transfers to the District Library, and the District Library accepts, acquires, and assumes the obligations of the Pentwater Township Library under the agreements attached hereto as Exhibit A ("Agreements").

The Pentwater Township Library warrants that, based on information and representations made to it by its Library Board, it has substantially performed and complied with all its covenants and agreements under the Agreements, and that no event has occurred, or condition exists which is an event of default or breach of the Agreements.

The District Library assumes the covenants, agreements, obligations, and responsibilities of the Pentwater Township Library under the Agreements from and after the date of this Assignment.

IN WITNESS WHEREOF, the Pentwater Township Library and the Pentwater District Library have caused this assignment to be executed by their duly authorized officers.

PENTWATER TOWNSHIP LIBRARY

By: _____

Its: _____

PENTWATER DISTRICT LIBRARY

By: _____

Its: _____

EXHIBIT A TO THE ASSIGNMENT AND
ASSUMPTION OF CONTRACTS

LIST ALL CONTRACTS

1. Xerox
2. LibraryAware
3. OverDrive
4. Apollo
5. Midwest Tape
6. Kanopy
7. Streamline
8. Shotwell Solutions
9. Brickley DeLong
10. Quick Books
- 2-11. Best Coast Storage

1. ~~list all contracts~~

Commented [AS27]: The Library should list all relevant contracts here.

Commented [MB28R27]: We are working on this.

EXHIBIT D

EMPLOYEE TRANSFER AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2025, by and between Pentwater Township Library (hereinafter "Pentwater Township Library"), and the Pentwater District Library (hereinafter "District Library").

WHEREAS, the District Library was established by agreement effective as _____ ("District Library Agreement") in accordance with the District Library Establishment Act, 1989 PA 24, as amended, to provide library services in the District Library District;

WHEREAS, Section IV of the District Library Agreement requires that the District Library will hire each employee of the Pentwater Township Library as of the Effective Date of the District Library Agreement, if such employee is desirous of such employment, under certain terms and conditions set forth herein; and

WHEREAS, the purpose of this Employee Transfer Agreement is to implement such provisions and fulfill such conditions.

THEREFORE, in consideration of the premises, the parties agree as follows:

1. On the date that the Pentwater Township Library approves the District Library Agreement, the Pentwater Township Library shall give notice or shall have caused notice to be given to all Pentwater Township Library employees who are employees on the date that the Pentwater Township Library approves the District Library Agreement (the "Pentwater Township Library Employees") (identified in Exhibit A to this Employee Transfer Agreement) that the Public Library will cease operating a public library and that the Pentwater Township Library will be terminating its employer relationship with all Pentwater Township Library Employees as of the Effective Date of the District Library Agreement.

2. Commencing on the Effective Date of the District Library Agreement, the District Library shall offer employment to each Pentwater Township Library Employee, in accordance with the applicable law and to the best of its ability, with the following:

a. All Pentwater Township Library Employees shall be offered and given seniority credits and sick leave, vacation, insurance, and pension credits in accordance with the records of the Pentwater Township Library with respect to those employees.

b. All Pentwater Township Library Employees who were members and beneficiaries of any pension or retirement system or other benefits established by the Pentwater Township Library shall continue to have rights, privileges, benefits, obligations, and status with respect to those systems.

c. The District Library shall assume the obligations of the Pentwater Township Library with regard to wages, salaries, hours, working conditions, sick leave, health and welfare and pension or retirement provisions for all Pentwater Township Library Employees who accept employment with the District Library.

d. To the extent Pentwater Township Library Employees were not guaranteed sick leave, health and welfare and pension or retirement pay based on seniority, the District Library shall not be required to provide these benefits retroactively. Furthermore, the employment status of the Pentwater Township Library Employees will transfer to the employment relationship with the District Library (i.e. employee working on a part-time basis for 20 hours for the Pentwater Township Library will only be eligible for employment as a part-time employee for 20 hours for the District Library.)

e. Any Pentwater Township Library Employee who is transferred to a position with the District Library shall, by reason of such transfer, be placed in a substantially similar position with respect to current workers' compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits that such employee enjoyed as an employee of the Pentwater Township Library.

3. The Pentwater Township Library shall indemnify the District Library against any costs or liabilities arising from the termination by the Pentwater Township Library of the Pentwater Township Library Employees, resulting from the cessation by the Pentwater Township Library of its responsibilities to provide Pentwater Township Library services or the hiring or offering to hire such employees by the District Library or both.

4. In the event of failure by either party to perform its obligations under this Employee Transfer Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their respective duly authorized representatives as of the date first indicated above.

WITNESS:

PENTWATER TOWNSHIP LIBRARY

By:

Its:

PENTWATER DISTRICT LIBRARY

By:

Its:

~~May 29, 2025~~ April 18, 2025 Draft

Exhibit A to Employee Transfer Agreement

[LIST EMPLOYEES]

1. Mary S. Barker, Director
2. Tammy Hammerle, Assistant
3. Justin Wanbaugh, Assistant
4. James Mueller, Aide
- 4.5. Olivia Bradley, Aide

DRAFT

EXHIBIT E

QUIT CLAIM DEED

Formatted: Font: Not Bold, No underline

Commented [AS29]: The deed will be inserted here.

Commented [MB30R29]: Hopefully without the reverter clause!

DRAFT