

**ELECTRONIC (VIRTUAL) COUNCIL MEETING NOTICE**  
**VILLAGE OF GRAND BEACH**  
**48200 PERKINS BLVD., GRAND BEACH, MI**  
**WEDNESDAY, JANUARY 20, 2021**  
**6:30 P.M. (CST) – 7:30 P.M. (EST)**

THE VILLAGE OF GRAND BEACH COUNCIL, in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, (MCL 15.264), and pursuant to the provisions of enrolled Senate Bill 1246, Public Act 254 of 2020 amending the Open Meetings Act to meet remotely, hereby gives notice of a Council meeting to be held electronically due to the COVID-19 pandemic.

The Village Hall will not be open during the meeting, so you will need to attend the meeting electronically.

There will be a limited amount of time at the start of the meeting for the public to speak on agenda items and the public will be allowed to speak to other topics during the audience recognition portion of the meeting.

- If you would like to speak on an agenda item at the start of the meeting or would like to speak during the audience participation portion of the meeting, please send an email prior to 3:00 p.m. EST on January 20, 2021 to [clerk@grandbeach.org](mailto:clerk@grandbeach.org) stating your name, Grand Beach address, which agenda item you would like to speak about, or that you would like to speak during audience participation and include Council Meeting in the subject line of the email. If you do not send an email, you will still be given an opportunity to speak at the meeting. Contact the clerk with any questions.
- Council members may be contacted by email with any questions or input regarding the agenda for this meeting. Email addresses can be found on the Village website at [grandbeach.org](http://grandbeach.org).

We are asking you to send an email if you plan to speak so that the moderator of the meeting will be able to call on those that wish to speak when the time comes during the meeting.

**INSTRUCTIONS ON HOW TO JOIN THE ELECTRONIC (VIRTUAL) MEETING VIA ZOOM**

Join Zoom Meeting

<https://us02web.zoom.us/j/88942420588?pwd=MFY5S29RVzk2WHhEbml4VTlyb2w1QT09>

Meeting ID: 889 4242 0588

Passcode: 470660

One tap mobile

+13126266799,,88942420588#,,,,\*470660# US (Chicago)

+13017158592,,88942420588#,,,,\*470660# US (Washington D.C)

Dial in

833 548 0282 US Toll-free

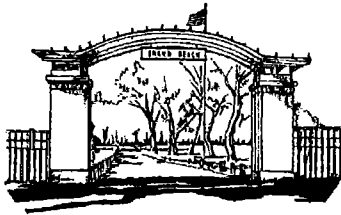
877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/88942420588?pwd=MFY5S29RVzk2WHhEbml4VTlyb2w1QT09>

This notice is posted in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, (MCL 41.72a(2)(3)) and the Americans With Disabilities Act. The Village of Grand Beach Council will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon five days' notice to the Village of Grand Beach Council. Individuals with disabilities requiring auxiliary aids or services should contact the Village of Grand Beach Council by email at [clerk@grandbeach.org](mailto:clerk@grandbeach.org) or calling 269-469-3141.

**MARY J. ROBERTSON, CLERK – TREASURER**  
**(269) 469-3141**



Village of Grand Beach  
48200 Perkins Blvd.  
Grand Beach, MI 49117

**AGENDA FOR REGULAR COUNCIL MEETING  
ELECTRONIC (VIRTUAL) MEETING**

**JANUARY 20, 2021  
6:30 P.M. CST - 7:30 P.M. EST**

1. Call to Order
2. Adoption of Agenda
3. Consent Agenda
  - a. Approve Village Council Minutes:
    - i. Regular Council Minutes, December 16, 2020
  - b. Pay Bills with Written Additions
4. Comments on Agenda Items
5. Presentations/Recognition
  - a. New Buffalo Township Supervisor Michelle Heit - Special Assessment
6. Public Hearing
7. Commission Reports
  - a. Building & Zoning - James Bracewell
  - b. Parks & Beaches - Steve Slater
  - c. Streets & Water - Paul Leonard Jr.
  - d. Police - Deborah Lindley
  - e. Pro Shop & Course - Blake O'Halloran
  
  - f. ServiScape Report - Clay Putnam
8. Personnel Reports
  - a. Superintendent - Bob Dabbs
  - b. Police Chief - Ryan Layman
  - c. Building Inspector - Bill Lambert
9. Unfinished Business
  - a. Memorandum of Understanding – Ely Avenue Water Lines

AGENDA (CONTINUED)  
REGULAR ELECTRONIC (VIRTUAL) COUNCIL MEETING  
JANUARY 20, 2021

10. New Business

- a. ServiScape - Golf Course Maintenance Contract Renewal
- b. Rules of Procedure
- c. Berrien County Emergency Management Program
- d. Resolution #2021-01 – Emergency Management Program
- e. Extension of MPSCS/Grand Beach Water Tower Co-Location Agreement
- f. Berrien County Road Department Winter Snow Removal Support
- g. Budget Amendment – FY 20/21 Capital Projects Fund

11. Audience Recognition

12. Correspondence

13. Adjournment

**VILLAGE OF GRAND BEACH  
REGULAR COUNCIL MEETING (HELD ELECTRONICALLY)  
DECEMBER 16, 2020**

**CALL TO ORDER**

Council President Deborah Lindley called the electronic (virtual) regular council meeting to order at 7:30 p.m. EST.

Lindley read the following information regarding the remote meeting:

This meeting is being held remotely due to the COVID-19 pandemic under Senate Bill 1108 which was recently passed. All Council members should identify themselves prior to speaking so that everyone is aware of who is speaking. The President of the Council will read all of the agenda items as we go along for those that can't see the agenda.

There will be two times when the public can speak.

- The first time will be during "comments on agenda items".
- The second time is "audience recognition" where you can speak about any concerns.
- All audience members will be muted until it is time for them to speak.
- Please identify yourself before speaking.

**ROLL CALL – IN ATTENDANCE**

James Bracewell – Attending remotely from Grand Beach, Michigan

Paul Leonard – Attending remotely from Grand Beach, Michigan

Deborah Lindley – Attending remotely from Grand Beach, Michigan

Blake O'Halloran - Attending remotely from Grand Beach, Michigan

Steve Slater - Attending remotely from Grand Beach, Michigan

**ADOPT AGENDA**

Lindley moved, seconded by O'Halloran to adopt the December 16, 2020 agenda as presented.

**Roll Call Vote**

Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye

Motion carried unanimously 5-0.

**ADOPT CONSENT AGENDA**

- a. Approve Village Council Minutes:
  - Regular Council Meeting, September 16, 2020
  - Special Council Meeting, October 7, 2020
- b. Pay Bills with Written Additions

Lindley moved, seconded by Bracewell to adopt the consent agenda with the removal of *(b.) Pay Bills with Written Additions*.

## Regular Council Meeting – December 16, 2020

### Roll Call Vote

Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye

Motion carried unanimously 5-0.

### **PAY BILLS WITH WRITTEN ADDITIONS**

O'Halloran asked Clerk Mary Robertson about a \$926 item listed in the Golf bills that arrived after the original list that did not have a description. Robertson said that it was something that was left on the list from the previous month and said she would have it removed.

Lindley moved, seconded by Leonard to remove the \$926 error from the list and pay the bills with written additions.

### Roll Call Vote

Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye

Motion carried unanimously 5-0.

### **COMMENTS ON AGENDA ITEMS**

Angela Trainor expressed her concerns regarding a request for vacating a portion of Wildwood Avenue. She suggested that the Village consider paving the end of Wildwood which is currently gravel to help with plowing, trash and leaves at the end of the road.

Joe Farwell spoke about the request for vacating a portion of Wildwood and said that he felt that the neighboring property owners could get together and design something that would work for all of them. He also said that he has been speaking with Leonard about a Memorandum of Understanding regarding water lines on his family's property on Ely and is looking forward to working with the Village on the matter.

### **PRESENTATIONS/RECOGNITION**

### **COMMISSION REPORTS**

**BUILDING & ZONING:** Bracewell said there is a complete list of permits in the packet, although there is one more permit to be issued soon for a home that was recently sold on Perkins which has been gutted inside. Building inspector Bill Lambert is working with the contractor who is determining what type of work needs to be done and then they will submit the permit application. Bracewell and Lambert drafted a letter to a property owner in Fifteen Acres who has not made much progress on the house he is building. The letter will be forwarded to the Village Attorney for review prior to sending to the property owner. Bracewell said the Village is positioning itself to take possible action to condemn the house after it has been exposed to the weather for the last couple of years.

## Regular Council Meeting – December 16, 2020

**PARKS & BEACHES:** Slater said that he included for information purposes only the cost of installing a new tennis court at approximately \$150,000. He said there aren't many companies that install tennis courts, and he has talked with Superintendent Bob Dabbs about the Village doing all of the prep work.

O'Halloran said when looking at the survey that was done for the Parks and Recreation Plan, the five main things people wanted done had to do with the beaches and the tennis court was closer to the bottom of the list. He said if the Village was going to spend that much money, he would rather see it spent on the top items of the survey, not those on the bottom.

Lindley gave an update on the 42 Acres and said that Grand Beach Land Development is paying to have another appraisal done. The company that will do the appraisal has talked to the DNR and it is very clear what the expectations are. They expect to have the appraisal completed within 90 days.

**STREETS & WATER:** Leonard said that leaf pick has stopped and they are concentrating on winter activities. Leaves placed in biodegradable bags will continue to be picked up. He said with the weather, there will be potholes and asked that the clerk's office be notified of any potholes that need to be filled.

**POLICE:** Lindley reminded everyone that it is a very difficult time for people, so there will be scammers out there. She warned people not to give any of their personal information out, and if there is a question, call the non-emergency police phone number.

**PRO SHOP & GOLF COURSE:** O'Halloran outlined what he hopes to do in the new budget year, but said we might not get everything done although these items are in his 6-year plan.

1. New flooring in the pro shop
2. Tree program
3. Replace two oldest rental golf carts with newer carts
4. Finish mower
5. Light duty utility vehicle
6. Heavy duty utility vehicle

### **SERVISCAPE REPORT**

Clay Putnam said leaf clean-up is finished on the golf course. The irrigation system has been winterized and winter equipment maintenance is ongoing.

### **PERSONNEL REPORTS**

**SUPERINTENDENT:** Nothing in addition to written report.

**POLICE CHIEF:** In addition to his written report, Police Chief Ryan Layman said there were 51 complaints in November. An officer was almost sideswiped by a driver on Grand Beach Road who turned out to be intoxicated. He cautioned the public that catalytic converters are once again being stolen, so be aware of any noise around your vehicles.

**BUILDING INSPECTOR:** Building Inspector Bill Lambert had nothing in addition to his written report.

### **PUBLIC HEARINGS**

None

### **UNFINISHED BUSINESS**

None

**NEW BUSINESS**

**REQUEST USE OF PINE BEACH ACCESS - 46039 LAKE VIEW AVENUE**

Lindley said that a new homeowner at 46039 Lake View Avenue was requesting use of the Pine Street beach access to move equipment and materials to rebuild a retaining wall. Realtor John Larkin read the letter of request from the new owner, and said that they are going to replace a retaining wall on the north, east and west side of the home.

O'Halloran moved, seconded by Lindley to allow use of the Pine Street beach access to replace a retaining wall on the north, east and west side of the home located at 46039 Lake View Avenue.

Roll Call Vote

Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye

Motion carried unanimously 5-0.

**TIM SHEAHAN – REQUEST TO VACATE PORTION OF WILDWOOD AVENUE**

The Council heard a request from homeowner Tim Sheahan to vacate a portion of Wildwood Avenue. He said the snow is plowed to the end of the road which leaves no access to his home. In addition, he stated there are garbage issues and there is a utility pole with a brace that makes it difficult to build a shed or garage. He is willing to talk with property owners Joe Farwell and Ed and Angela Trainor to try and work something out. Lindley asked him to come back to the council with a better plan and drawings.

**MEMORANDUM OF UNDERSTANDING – ELY AVENUE WATER LINES**

Leonard said he drafted a Memorandum of Understanding (MOU) in order to move water lines that are located on the Farwell's private property on Ely Avenue. After creating the draft, Joe Farwell informed him of the legal name of the trust, names and addresses of trustees and a legal description of the property that will need to be added to the MOU. He would like to make those changes and submit the MOU to Village Attorney Sara Senica for her review and then onto the Farwells for their review before bringing it back to the Council for final approval. He anticipates the project to be completed in three years because the Village does not have all of the money available for the project. He said the MOU will run with the land when sold.

Superintendent Bob Dabbs told the Council that they will put in an isolation valve when moving the water lines and there will be no water interruption to residents.

Lindley was concerned that the beneficiaries of the trust agree that the lines be moved to the edge of the property because if not, the cost is too high to do the project. She said as long as they are agreeable to that, she doesn't see a problem.

Leonard moved, seconded by Lindley to authorize submission of the draft Memorandum of Understanding as edited to include the legal name of the trust, addresses and legal description to Village Attorney Sara Senica for review and then bring the document back to the Council for final approval.

Roll Call Vote

James Bracewell	Aye
Paul Leonard	Aye



## Regular Council Meeting – December 16, 2020

Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye

Motion carried unanimously 5-0.

Bracewell said that the Council had voted on this matter three years ago, but didn't have funding available. He suggested the possibility of purchasing the lot and saving \$50,000.

Joe Farwell said they have no plans to develop the land at this time, but they need to take care of the water lines and close the trust.

### **MEMORANDUM OF UNDERSTANDING – LAKE PARK DRIVE BEACH ACCESS**

Slater explained that he, Leonard and Superintendent Bob Dabbs met with representatives of homeowners on Lake Park Avenue regarding use of the beach access for revetment work. He said this access had a nice brick walkway and viewing platform that has been removed and if the Council approves, the contractor will replace the walkway and viewing platform with a design that the Council approves.

O'Halloran was concerned that the project could take nine months and the access would be closed. Devon Moore of Triple D Excavating & Moore, LLC said he doesn't think nine months is appropriate and that date can be adjusted. They plan to get in and out as soon as they receive permits.

Slater moved, seconded by Leonard to accept the draft Memorandum of Understanding for the Lake Park access with the addition of a provision that requires the work to be completed before Memorial Day 2021. The document will be sent to Village Attorney Sara Senica for review.

Roll Call Vote	
Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye

Motion carried unanimously 5-0.

### **COVID-19 REMOTE WORK POLICY**

Clerk-Treasurer Mary Robertson explained the COVID-19 remote work policy which is required by Michigan Occupation Safety and Health Administration (MIOSHA).

Leonard said that the emergency rules put in place by Michigan Department of Health and Human Services (MDHHS) as well as MIOSHA went into effect because of the emergency related to the COVID virus and he doesn't expect changes for six months because of the way the virus is playing out.

Lindley moved, seconded by Leonard to adopt the COVID-19 Remote Work Policy as presented and to revisit the policy in April.

Roll Call Vote	
Deborah Lindley	Aye
Blake O'Halloran	Aye

## Regular Council Meeting – December 16, 2020

Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye

Motion carried unanimously 5-0.

### **HEALTH INSURANCE – MEDICARE ADVANTAGE**

Clerk-Treasurer Mary Robertson explained the difference in the new Priority Health coverage that goes into effect January 1, 2021 and the Blue Cross Blue Shield policy that the employees currently have when an employee/spouse reaches Medicare age. The Priority plan for those on Medicare is different than the normal supplemental policy that BCBS offers, costs much less, but requires more out of pocket expenses. The cost savings to the Village for an employee/spouse on Medicare with the Priority Health plan is \$7,250 per year.

Bracewell moved, seconded by Leonard to pay a \$2,000 stipend for Medicare employees/spouses that fall into this category with only one employee/spouse this year, and the Council will look at it year by year in the future.

Roll Call Vote	
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye

Motion carried unanimously 5-0.

### **POLICE DEPARTMENT OFFICE**

Lindley said that the police department has been completing a revitalization of their office and included \$2,800 in the current budget for new desks, although the cost of the desks is \$500 more than expected.

Lindley moved, seconded by O'Halloran to approve the proposal for new desks at a cost not to exceed \$3,300.

Roll Call Vote	
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye

Motion carried unanimously 5-0.

### **LEAVES**

Lindley discussed problems with homeowners and their landscapers putting leaves out onto the roadway making the roads dangerous. She said the Village has a cut-off date this year of December 4. She said the maintenance department has to change their equipment over for snow removal. She said there is an ordinance that says there can be fines of up to \$500 for depositing debris in the roadway. She wants to get the word out to the residents next year in the Breeze, newsletter and mail chimp. O'Halloran suggested sending out three mailchimps; one at the start of leaf season, one in the middle to remind of the cut-off date and once to say that pickup is over.

Lindley said that leaves placed in brown biodegradable bags will continue to be picked up.

**PICK-UP TRUCK BIDS**

Superintendent Bob Dabbs said that his pick-up truck is in need of repairs which would cost thousands of dollars and he has 87,000 miles on the truck. He said he is switching from Ford to Dodge for several reasons, including better suspension and a bigger engine. He said the Dodge has a 5 year/60,000 mile warranty with Ford having a 3 year/36,000 warranty.

Bracewell moved, seconded by Slater to authorize the purchase of a Dodge Ram Tradesman pick-up truck with a plow from Seelye Dodge Ram Jeep at a cost of \$20,000 with a trade in value for the old truck of \$19,000.

Roll Call Vote

James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye

Motion carried unanimously 5-0.

**PLANNING COMMISSION ANNUAL REPORT**

Lindley thanked the Planning Commission for the annual report and for the dedicated work they've done for the Village.

**SHORT TERM RENTAL SURVEY**

Lindley stated that we do not have short-term rentals in the Village. The Village has a resolution that states if someone is renting, they are required to get a Special Land Use permit. Leonard suggested that Attorney Sara Senica meet with the Planning Commission and the Council to explain where we are today in short term rentals and where she sees the state going with short term rentals.

Planning Commission Chair Laurie Roche said that the Planning Commission was asked to review short term rentals and figure out how we could improve on this. She said members Harry Walder and Robert Kegan put together an ordinance similar to Michiana's ordinance. They found out that they can't impose a tax on rentals and fees can only be used to run the program. She thinks it is time to meet with the Village attorney.

Lindley moved, seconded by O'Halloran to table the short term rental survey.

Roll Call Vote

Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye

Motion carried unanimously 5-0.

**AUDIENCE RECOGNITION**

John Larkin thanked the Council for their wisdom regarding short term rentals and thanked Laurie Roche and the Planning Commission for their work. He thanked Clerk Treasurer Mary Robertson for her quick work in getting someone to his mom's house to resolve a water problem.

Regular Council Meeting – December 16, 2020

Jacob Byrnes thanked the Village, Jim Bracewell and Building Inspector Bill Lambert for their help in getting the project done at the end of Whitewood Avenue.

**CORRESPONDENCE**

**ROBERT KEGAN – SHORT TERM RENTAL SURVEY**

Kegan’s letter regarding the short term rental survey was discussed during the discussion about the survey.

O’Halloran thanked employees for the nice gift and said that he appreciates all of their work throughout the year and wished everyone a Merry Christmas.

**ADJOURNMENT**

Lindley moved, seconded by Bracewell to adjourn the meeting.

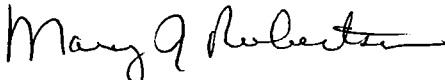
Roll Call Vote

Deborah Lindley	Aye
Blake O’Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye

Motion carried unanimously 5-0.

With no further business, the meeting was adjourned at 10:01 p.m. EST.

Respectfully submitted,



Mary J. Robertson  
Clerk-Treasurer

**BILLS THAT ARRIVED AFTER ORIGINAL LIST****1/15/21**

CAPITAL PROJECTS	2020 Ram Pickup	<u>20,000.00</u>
		20,000.00

**GENERAL FUND**

Priority Health Ins.	Jan. Premium	6,135.17
Verizon	12/7 to 1/7 Service	<u>38.23</u>
		6,173.40

**GOLF FUND**

IN Michigan Power	11/2 to 12/3 Service	98.32
Petty Cash	Misc. Receipts	72.44
Verizon	12/7 to 1/7 Service	<u>25.64</u>
		196.40

<b><u>TAX FUND</u></b>	2021 Health Savings Acct. Contributions	<u>29,250.00</u>
		29,250.00

**WATER FUND**

Verizon	12/7 to 1/7 Service	<u>38.23</u>
		38.23

**ACH – ELECTRONIC PAYMENTS****GENERAL FUND**

Direct Deposit Payroll	12/31, 1/15 Payroll	22,106.89
Payroll Taxes	12/31, 1/15 Payroll	7,761.00
MERS	December W/H	3,867.42
State of Michigan	Dec. W/H	<u>1,818.49</u>
		35,553.80

**GOLF FUND**

Horizon Bank	Credit Card Fees	<u>89.00</u>
		89.00

**WATER FUND**

Horizon Bank	November Service Fee	<u>53.90</u>
		53.90

1:49 PM  
01/15/21

Village of Grand Beach-General Fund  
**OPEN INVOICE REPORT**  
As of January 15, 2021

Type	Date	Num	Memo	Split	Open Balance
<b>AALF'S PETROLEUM INC.</b>					
Bill	12/30/2020	48590		000.111 · Gasoline Inventor...	1,056.67
Bill	12/30/2020	48591		000.111 · Gasoline Inventor...	792.57
Total AALF'S PETROLEUM INC.					1,849.24
<b>ADAMS REMCO, INC.</b>					
Bill	01/14/2021	2150...	COPIER MAINTENANCE SAVI...	215.776 · Equipment Maint...	45.37
Total ADAMS REMCO, INC.					45.37
<b>DALE POWELL</b>					
Bill	01/09/2021		TELEPHONE ALLOWANCE	266.850 · Telephone & Inter...	50.00
Total DALE POWELL					50.00
<b>FIFTH THIRD BANK MASTERCARD</b>					
Bill	01/03/2021		PRINTER & MAIL CHIMP	-SPLIT-	218.87
Total FIFTH THIRD BANK MASTERCARD					218.87
<b>FIRST ADVANTAGE SBS</b>					
Bill	11/30/2020	5532...	BACKGROUND CHECK - M. F...	105.956 · Miscellaneous	10.69
Total FIRST ADVANTAGE SBS					10.69
<b>INDIANA MICHIGAN POWER</b>					
Bill	12/31/2020		12/1-12/31/20	446.921 · Street Lights	577.45
Bill	01/06/2021		12/4-1/6/21	265.920 · Utilities	293.72
Total INDIANA MICHIGAN POWER					871.17
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	12/31/2020	3399...	AUDIT - PROGRESS BILL	202.801 · Professional Serv...	925.00
Total KRUGGEL, LAWTON & COMPANY, LLC					925.00
<b>MC DOORS</b>					
Bill	01/11/2021	1994	SHOP DOOR REPAIR	265.778 · Repair and Maint ...	164.55
Total MC DOORS					164.55
<b>METLIFE - GROUP BENEFITS</b>					
Bill	01/09/2021		TS05945291 0001	855.855 · Life & Disability In...	503.06
Total METLIFE - GROUP BENEFITS					503.06
<b>NAPA AUTO PARTS</b>					
Bill	12/21/2020	4278...	CAR WASH, WINDSHIEL WA...	266.778 · Repairs & Maint ...	71.60
Bill	12/29/2020	4281...	BRAKE PADS & BRAKLEEN	266.778 · Repairs & Maint ...	59.84
Bill	01/05/2021	4283...	SPARK PLUGS & CONNECTOR	266.778 · Repairs & Maint ...	15.67
Bill	01/12/2021	4286...	POWER OUTLET, CRIMP CO...	266.778 · Repairs & Maint ...	60.95
Bill	01/14/2021	4287...	BATTERY	300.933 · Vehicle Maintena...	80.88
Total NAPA AUTO PARTS					288.94

1:49 PM  
01/15/21

Village of Grand Beach-General Fund  
**OPEN INVOICE REPORT**  
As of January 15, 2021

Type	Date	Num	Memo	Split	Open Balance
<b>NEW BUFFALO HARDWARE</b>					
Bill	12/29/2020	a174...	SPRAY BOTTLES	266.778 · Repairs & Maint ...	19.16
Total NEW BUFFALO HARDWARE					19.16
<b>NEW BUFFALO TIMES</b>					
Bill	12/18/2020	9236	FIREWORKS ORDINANCE N...	-SPLIT-	78.00
Total NEW BUFFALO TIMES					78.00
<b>PRIORITY HEALTH</b>					
Bill	01/07/2021		GROUP ID 795207	852.852 · Hospitalization	6,135.17
Total PRIORITY HEALTH					6,135.17
<b>REPUBLIC SERVICES</b>					
Bill	12/31/2020	0715...	3-0715-1003848 JANUARY	520.818 · Contractual Servi...	4,505.00
Total REPUBLIC SERVICES					4,505.00
<b>RIGGS OUTDOOR POWER-LAPORTE</b>					
Bill	12/22/2020	1178...	DODGE RAM - PLOW DEFLE...	266.778 · Repairs & Maint ...	391.99
Total RIGGS OUTDOOR POWER-LAPORTE					391.99
<b>SEMCO ENERGY</b>					
Bill	12/28/2020		11/23-12/28	-SPLIT-	155.38
Bill	12/28/2020		11/23-12/28	-SPLIT-	208.99
Total SEMCO ENERGY					364.37
<b>SIEMANS IN BRIDGMAN</b>					
Bill	01/06/2021	12680	RUNNING BOARDS- RAM PIC...	266.778 · Repairs & Maint ...	547.99
Bill	01/06/2021	12687	FLOOR MATS DODGE RAM	266.778 · Repairs & Maint ...	241.98
Total SIEMANS IN BRIDGMAN					789.97
<b>SPECTRUM HEALTH LAKELAND</b>					
Bill	11/11/2020	9840...	BLOOD ALCOHOL TEST	300.956 · Miscellaneous PD	100.23
Total SPECTRUM HEALTH LAKELAND					100.23
<b>STAR UNIFORM</b>					
Bill	12/29/2020	1529...	FLICK - BULLET PROOF VEST	300.940 · Clothing & Cleani...	700.00
Total STAR UNIFORM					700.00
<b>TELE-RAD, INC.</b>					
Bill	12/14/2020	9002...	RADIO MAINTENANCE 1ST ...	300.851 · Radios & Mainten...	245.25
Total TELE-RAD, INC.					245.25
<b>THE TECH OF SOUTHWEST MICHIGAN</b>					
Bill	01/02/2021	27482	FIREWALL & WIFI FEBRUARY	-SPLIT-	132.67
Total THE TECH OF SOUTHWEST MICHIGAN					132.67

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01/15/21

Village of Grand Beach-General Fund  
**OPEN INVOICE REPORT**  
As of January 15, 2021

Type	Date	Num	Memo	Split	Open Balance
<b>TIM PENDERGAST</b>					
Bill	01/09/2021		TELEPHONE ALLOWANCE	266.850 · Telephone & Inter...	50.00
Total TIM PENDERGAST					50.00
<b>VERIZON WIRELESS</b>					
Bill	01/08/2021		742046436-00001 1/8-2/7/21	-SPLIT-	38.28
Total VERIZON WIRELESS					38.28
<b>VILLAGE OF MICHIANA</b>					
Bill	01/09/2021		POLICE SERVICES FEBRUARY	300.818 · Contractual Servi...	2,500.00
Bill	01/15/2021		GO TO MEETING FEES - MAR...	105.956 · Miscellaneous	283.64
Total VILLAGE OF MICHIANA					2,783.64
<b>TOTAL</b>					<b>21,260.62</b>



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01/15/21

Village of Grand Beach - Water Fund  
**OPEN INVOICE REPORT**  
As of January 15, 2021

Type	Date	Num	Memo	Split	Open Balance
<b>ADAMS REMCO</b>					
Bill	12/17/2020	215092	COPIER MAINTENANCE SAVI...	818.000 · Contractua...	45.36
Total ADAMS REMCO					45.36
<b>GARRETT LABORATORIES, INC.</b>					
Bill	12/31/2020	76475	WATER SAMPLES	801.000 · Profession...	400.00
Total GARRETT LABORATORIES, INC.					400.00
<b>INDIANA MICHIGAN POWER</b>					
Bill	01/06/2021		12/4-1/6/21	920.000 · Utilities	109.32
Total INDIANA MICHIGAN POWER					109.32
<b>KRUGGEL, LAWTON &amp; COMPANY LLC</b>					
Bill	12/31/2020	339980	AUDIT-PROGRESS BILLING	801.000 · Profession...	370.00
Total KRUGGEL, LAWTON & COMPANY LLC					370.00
<b>MICHIANA WATER AUTHORITY</b>					
Bill	01/04/2021		1/4/2021 READING	927.000 · Water Pur...	7,637.75
Total MICHIANA WATER AUTHORITY					7,637.75
<b>SEMCO ENERGY</b>					
Bill	12/28/2020		#0154126.500 11/23-12/28	920.000 · Utilities	90.50
Total SEMCO ENERGY					90.50
<b>UTILITY SUPPLY COMPANY</b>					
Bill	01/13/2021	1348501	BALL CURT, YOKES, COUPLI...	778.000 · Repair & ...	1,703.11
Total UTILITY SUPPLY COMPANY					1,703.11
<b>VERIZON WIRELESS</b>					
Bill	01/08/2021		742046436-00001 1/8-2/7	850.000 · Telephone...	38.23
Total VERIZON WIRELESS					38.23
<b>TOTAL</b>					<b>10,394.27</b>

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Village of Grand Beach-Golf Fund  
**OPEN INVOICE REPORT**  
As of January 15, 2021

Type	Date	Num	Memo	Split	Open Balance
<b>ADAMS REMCO</b>					
Bill	12/17/2020	215092	COPIER MAINTENANCE S...	000.818 · Contractual ...	45.37
Total ADAMS REMCO					45.37
<b>INDIANA MICHIGAN POWER</b>					
Bill	01/06/2021		12/4-1/6	000.920 · Utilities	55.21
Total INDIANA MICHIGAN POWER					55.21
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	12/31/2020	339980	AUDIT-PROGRESS BILLING	000.902 · Professional ...	277.50
Total KRUGGEL, LAWTON & COMPANY, LLC					277.50
<b>SEMCO ENERGY</b>					
Bill	12/28/2020		0152736.500 11/23-12/28/20	000.920 · Utilities	23.16
Total SEMCO ENERGY					23.16
<b>SERVISCAPE</b>					
Bill	12/31/2020		DECEMBER	-SPLIT-	9,898.39
Total SERVISCAPE					9,898.39
<b>THE TECH OF SOUTHWEST MICHIGAN</b>					
Bill	01/02/2021	27482	FIREWALL FEBRUARY	000.818 · Contractual ...	34.33
Total THE TECH OF SOUTHWEST MICHIGAN					34.33
<b>VERIZON</b>					
Bill	01/08/2021		742046436-00001 PUMP H...	000.850 · Telephone & ...	25.68
Total VERIZON					25.68
<b>TOTAL</b>					<b>10,359.64</b>

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01/15/21

Village of Grand Beach - Major Street Fund  
**OPEN INVOICE REPORT**  
As of January 15, 2021

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Type	Date	Num	Memo	Split	Open Balance
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	12/31/2020	339980	AUDIT-PROGRESS BILLI...	215.801 · Professional Services	<u>92.50</u>
Total KRUGGEL, LAWTON & COMPANY, LLC					<u>92.50</u>
<b>NORTHERN EQUIPMENT CO., INC.</b>					
Bill	12/01/2020	46588525	TARP	478.782 · Winter Street Supplies	<u>240.77</u>
Total NORTHERN EQUIPMENT CO., INC.					<u>240.77</u>
<b>TOTAL</b>					<u><u>333.27</u></u>

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01/15/21

# Village of Grand Beach - Local Streets Fund OPEN INVOICE REPORT

As of January 15, 2021

Type	Date	Num	Memo	Split	Open Balance
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	12/31/2020	339980	AUDIT-PROGRESS BILLING	215.801 · Professional Services	92.50
Total KRUGGEL, LAWTON & COMPANY, LLC					92.50
<b>NORTHERN EQUIPMENT CO., INC.</b>					
Bill	12/01/2020	46588525	TARP	478.782 · Winter Street Supplies -	160.70
Total NORTHERN EQUIPMENT CO., INC.					160.70
<b>OSELKA CONSTRUCTORS COMPANY LLC</b>					
Bill	11/01/2020	20-114 (9/1...	MANHOLE PARTS FOR E. M...	463.782 · Street Supplies	1,300.00
Bill	12/28/2020	20-028	DRAIN IMPROVEMENT-VILL...	463.816 · Contractual Services	7,770.00
Total OSELKA CONSTRUCTORS COMPANY LLC					9,070.00
<b>TOTAL</b>					<b>9,323.20</b>

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01/15/21

Village of Grand Beach - Building Inspection Fund  
**OPEN INVOICE REPORT**  
As of January 15, 2021

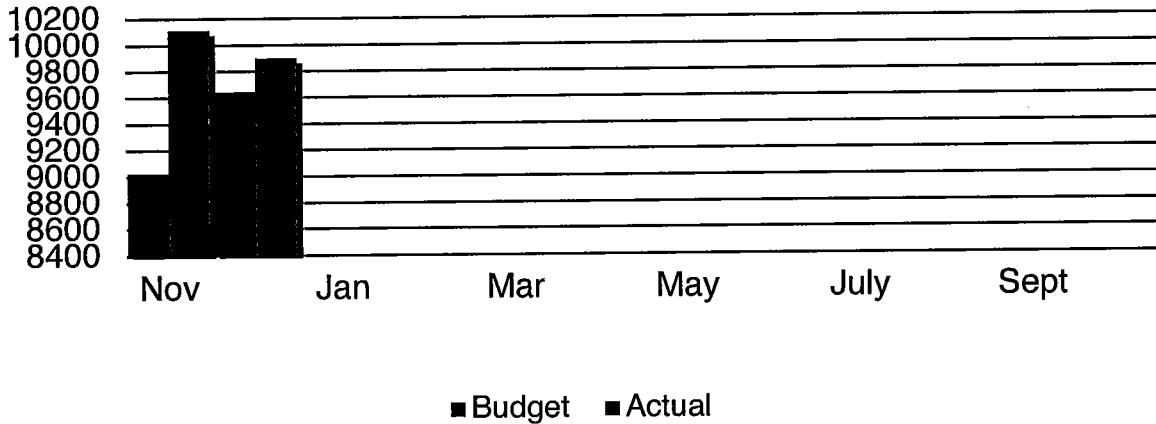
Type	Date	Num	Memo	Split	Open Balance
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	12/31/2020	339980	AUDIT-PROGRESS BILLING	000.801 · Professional Services	92.50
Total KRUGGEL, LAWTON & COMPANY, LLC					92.50
<b>TOWN &amp; COUNTRY ELECTRIC SEVICE</b>					
Bill	01/15/2021		OVERPAID PERMIT #480 (K...	000.477 · Electrical Permits	10.00
Total TOWN & COUNTRY ELECTRIC SEVICE					10.00
<b>WILLIAM H. LAMBERT</b>					
Bill	01/15/2021		INSPECTIONS	000.500 · Building Inspection Fees	3,440.96
Total WILLIAM H. LAMBERT					3,440.96
<b>TOTAL</b>					<b>3,543.46</b>

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01/15/21

Village of Grand Beach - Capital Projects Fund  
**OPEN INVOICE REPORT**  
As of January 15, 2021

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Type	Date	Num	Memo	Split	Open Balance
<b>BROWN EQUIPMENT CO., INC.</b>					
Bill	11/13/2020	06951	LEAF UNIT LINER	801.732 · Leaf Vacuum ...	<u>488.28</u>
Total BROWN EQUIPMENT CO., INC.					<u>488.28</u>
<b>TOTAL</b>					<u><u>488.28</u></u>



January 20, 2021

Dear Grand Beach Council,

We are happy to provide you with the January Golf Course Maintenance Report.

Financial

Year to date we are \$1,338 over budget.

Course News & Conditions

- Winter equipment maintenance has been performed.
- Working on agronomic plan for 2021.
- Compiling bid requests from vendors for material and supplies.

Other

- ServiScape contract extension – see attached.

Respectfully Submitted,

*Clay Putnam*  
*ServiScape, LLC*

## SUPERINTENDENT'S REPORT

**January 14, 2021**

### HALL - GROUNDS - MAINTENANCE GARAGE

Cleaned Maintenance garage.

### STREETS - PARKS - BEACHES

Weekly Brush and Bag Pickup.

Cleaned out storm drains.

Snow and ice removal in the Village.

Installed ice warning signs at all beach easements.

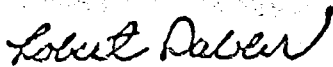
### WATER DEPARTMENT

Sampled water December 19, 2020 and took to New Buffalo water treatment plant for analysis.  
Submitted monthly reports for December readings to State of Michigan on January 9, 2021.

### EQUIPMENT

Service, Oil and grease equipment.

Respectfully Submitted



Robert Dabbs  
Superintendent



VILLAGE OF GRAND BEACH  
MONTHLY BUILDING INSPECTION REPORT  
PREPARED BY BILL LAMBERT  
JANUARY 20, 2021

PERMIT#	NAME/ADDRESS	WORK TO BE DONE	COST
2018-20	HUNTER 48305 Rohde Ct Framing	NEW HOME	\$111,748
2019-23	KOSTINER 50236 Marjeanette Need EGLE Ok	NEW POOL	XXXX
2020-02	DAVID Lot #19 Main Finishing	NEW HOME	\$464,200
2020-16	VANECKO 50003 Calla Ave Finishing	REHAB HOUSE	\$478,000
2020-21	FAUL 47106 Oak Finished	INTERIOR REPAIR	\$25,000
2020-22	MIZ 48017 Ridge Rd Started	REHAB AND GARAGE	\$583,932
2020-23	KENNY 48106 W McKean Finishing	NEW POOL	\$82,500
2020-24	LUCAS 45317 Fairway Finished	NEW POOL	\$106,000
2020-26	RIDDIFORD 51110 Lake Park Started	REMODEL	\$350,000
2020-27	KERN 51216 E Arnold Next fall	NEW POOL	\$40,000
2020-28	MARONEY 32118 Lake Park Started	REROOF/SIDING/WDO	\$140,000

2020-29	COYNE 46106 Ely Finishing	REHAB	\$25,000
2020-30	CORVINO 41700 Oak Finishing	FINISH HSE	\$200,000
2020-31	KLEINMAN 50231 Marjeanette Starting	NEW POOL	\$100,675
2020-32	SEBASTIAN 47116 Pine Finished	GENERATOR	\$7931
2020-33	BYRNES 46104 Whitewood Started	DECK	\$62,981
2020-34	GRISSOM 50106 Alpine Started	REHAB	\$400,000
2020-35	JOYCE 48103 W McKean Started	REPAIRS	\$50,000
2020-36	CALLAHGHAN 52301 Robin Started	NEW POOL	\$60,000
2020-37	RUDOLPH 46212 Perkins Started	REROOF	\$7877
2020-38	SREEK 45328 Fairway Started	POOL	\$19,500
2020-39	KOENIG 51103 Strauss Started	POOL	\$30,000
2020-40	ZIMMER 49005 McKean Started	REMODEL	\$369,000
2021-01	AWDISHO 47328 Perkins Finishing	REMODEL	\$400,000

# Grand Beach/Michiana Police Offense Summary

Occurred 12/1/2020 - 12/31/2020

Offense	Total Offenses
0301 - 03000 - Illegal Entry	1
2305 - 23005 - Larceny - Personal Property from Vehicle	1
5308 - 53002 - False Fire Alarm	1
73001 - 7300 - Ordinance Violation	1
9942 - 98006 - Inspections/Investigations - Family Trouble	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	8
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	2
9953 - 99008 - Miscellaneous - General Assistance	2
9954 - 99008 - Miscellaneous - Assist to Fire Department	2
9955 - 99008 - Miscellaneous - Assist to EMS	3
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	2
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	10
<b>Total</b>	<b>34</b>

I just wanted to remind everyone to still lock their vehicles, we had another unlocked vehicle that had an item stolen out of it.

Respectfully Submitted,



Ryan Layman, Chief of Police

# Grand Beach/Michiana Police Offense Summary

Occurred 1/1/2020 - 12/31/2020

Offense	Total Offenses
0301 - 03000 - Illegal Entry	2
1313 - 13001 - Assault and Battery/Simple Assault	2
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	1
2204 - 22002 - Burglary - No Forced Entry - Residence (Including Home Invasion)	1
2298 - 22003 - Burglary - Entering Without Permission	2
2305 - 23005 - Larceny - Personal Property from Vehicle	2
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	5
2399 - 23007 - Larceny (Other)	7
2404 - 24001 - Vehicle Theft	1
2607 - 26001 - Fraud - False Statements	1
2609 - 26007 - Fraud - Identity Theft	1
2899 - 28000 - Stolen Property (Other)	1
2902 - 29000 - Damage to Property - Private Property	7
2903 - 29000 - Damage to Property - Public Property	1
2999 - 29000 - Damage to Property (other)	2
3605 - 36004 - Indecent Exposure	1
4196 - 41002 - Liquor Violation - Minor in Possession - Consume or Purchase Attempts	1
5006 - 50000 - Obstructing Justice	1
5282 - 52002 - Fireworks - Possession, Sale, Use, or Furnish	1
5308 - 53002 - False Fire Alarm	3
5560 - 55000 - Dog Law Violations	3
5561 - 55000 - Animals at Large	5
5707 - 57001 - Trespass (Other)	5
6274 - 62000 - Littering on Public or Private Property	1
73001 - 7300 - Ordinance Violation	76
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	1
8027 - 54002 - Operating with Blood Alcohol Content of .17% or more	1
8180 - 54003 - Traffic - Other Hazardous Violations	1
8290 - 54003 - Traffic - Improper Parking	3
8293 - 54003 - Traffic - Parking/Standing/Stopping on Roadway	1
98007 - 9944 - Open Door on Residence	4
9910 - 93001 - Traffic, Non-Criminal - Accident	5
9913 - 93004 - Traffic, Non-Criminal - Parking Violations	4
9924 - 95006 - Fire - Undetermined Fires	1

# Grand Beach/Michiana Police Offense Summary

## Occurred 1/1/2020 - 12/31/2020

Offense	Total Offenses
9940 - 98003 - Inspections/Investigations - Property	3
9941 - 98004 - Inspections/Investigations - Other Inspections	2
9942 - 98006 - Inspections/Investigations - Family Trouble	7
9943 - 98007 - Inspections/Investigations - Suspicious Situations	77
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	13
9947 - 99002 - Miscellaneous - Natural Death	3
9948 - 99003 - Miscellaneous - Missing Persons	1
9952 - 99007 - Miscellaneous - Public Relation Activities	1
9953 - 99008 - Miscellaneous - General Assistance	48
9954 - 99008 - Miscellaneous - Assist to Fire Department	46
9954 - 99009 - Miscellaneous - Non-Criminal	31
9955 - 99008 - Miscellaneous - Assist to EMS	48
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	40
9957 - 99008 - Miscellaneous - Residential Alarm - False	18
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	92
<b>Total</b>	<b>584</b>

This is the yearly report of the activity in both Villages. It was a very busy year with many challenges, but I am proud of our officers and I know we all look forward to serving both communities in the coming year.

Respectfully,



Ryan Layman, Chief of Police

# New Buffalo Township Fire Department

17655 E. Clay St  
New Buffalo MI 49117

Here is a year end report from the New Buffalo Twp. Fire for the Villages of Grand Beach and Michiana. Overall, the Twp. fire ran 245 calls, that call volume puts us in the top 10 of the 26 fire departments in Berrien County for call volume. The departments that run more calls than us also run medical first responder call. Grand Beach and Michiana are about 25% of the calls taken for our department.

Just a little info on the Twp. Fire Department, we operate with 16 certified Firefighters, and 2 Cadets that are in high school. In that 16 there's a Chief an Assistant Chief, 2 Captains, and 1 Lieutenant. We are a paid-on call department, we have 2 meetings per month for training and vehicle/equipment check and knowledge of equipment. Several of the FF also assist on school lock down and fire drills throughout the school year.

We are set to take possession of a new custom fire truck hopefully in February, it has been an 18-month process. This will be the first custom made truck the Twp. has purchased. It will be a pumper/tanker with 2500 gallons of water it, carrying 6 FF in the cab. Also, in the making is the new Twp. public safety building being built next to the old Station 2 on US 12. The building will house 3 fire vehicles, 7 FF will be responding out of that station, the New Buffalo Township patrol, and the Berrien County Sheriffs Office South County patrol.

Thank you for your continued support with the Fire Department, we are always striving to do better and serve the community with respect.

## MUNICIPALITY: GRAND BEACH

100 - Fire, other 1

444 - Power line down 2

700 - False alarm or false call, other 3

424 - Carbon monoxide incident 3

441 - Heat from short circuit (wiring), defective/worn 1

444 - Power line down 2

463 - Vehicle accident, general cleanup 1

561 - Unauthorized burning 1

600 - Good intent call, other 1

611 - Dispatched & cancelled en route 1

733 - Smoke detector activation due to malfunction 2

736 - CO detector activation due to malfunction 1

743 - Smoke detector activation, no fire - unintentional 2

911 - Citizen complaint 1

# INCIDENTS FOR GRAND BEACH: 22

# New Buffalo Township Fire Department

17655 E. Clay St  
New Buffalo MI 49117

## MUNICIPALITY: MICHIANA

111 - Building fire 1  
311 - Medical assist, assist EMS crew 1  
381 - Rescue or EMS standby 1  
444 - Power line down 1  
611 - Dispatched & cancelled en route 2  
700 - False alarm or false call, other 1  
744 - Detector activation, no fire - unintentional 1  
813 - Wind storm, tornado/hurricane assessment 1  
113 - Cooking fire, confined to container 1  
140 - Natural vegetation fire, other 1  
311 - Medical assist, assist EMS crew 1  
412 - Gas leak (natural gas or LPG) 2  
424 - Carbon monoxide incident 1  
440 - Electrical wiring/equipment problem, other 1  
444 - Power line down 2  
445 - Arcing, shorted electrical equipment 1  
500 - Service Call, other 1  
611 - Dispatched & cancelled en route 5  
700 - False alarm or false call, other 6  
733 - Smoke detector activation due to malfunction 2  
736 - CO detector activation due to malfunction 2  
743 - Smoke detector activation, no fire - unintentional 2  
744 - Detector activation, no fire - unintentional 1  
745 - Alarm system activation, no fire - unintentional 1  
746 - Carbon monoxide detector activation, no CO 1  
# INCIDENTS FOR MICHIANA: 40

# New Buffalo Township Fire

New Buffalo, MI

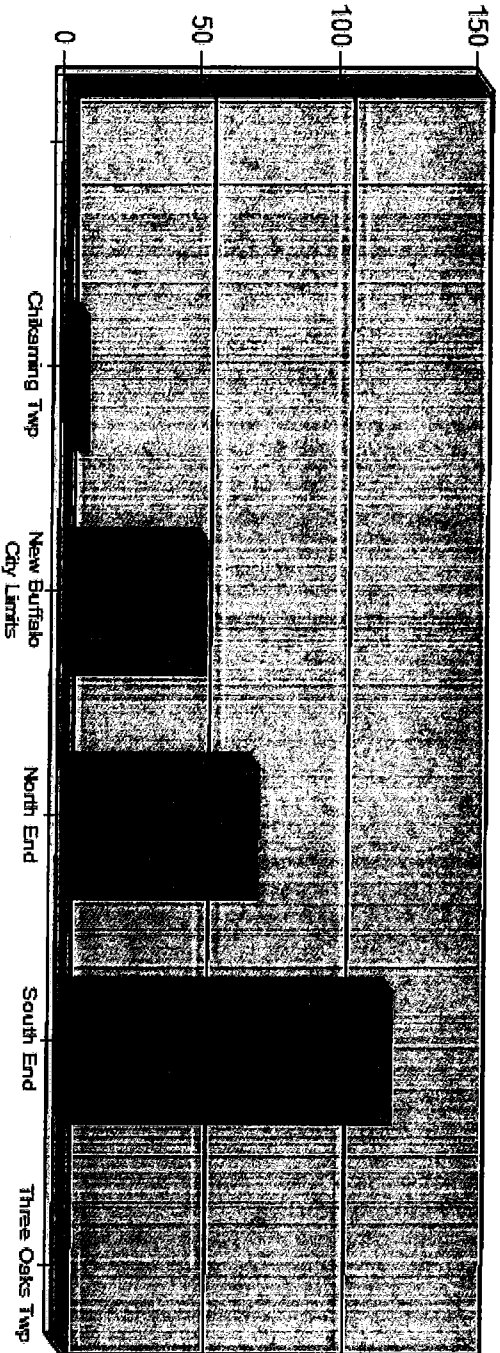
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## Incident Count per Zone for Date Range

Start Date: 01/01/2020 | End Date: 12/31/2020

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ZONE	# INCIDENTS
Archived	1
Chikaming Twp - Chikaming Twp	6
New Buffalo City Limits - New Buffalo City Limits	50
North End - North End	69
South End - South End	118
Three Oaks Twp - Three Oaks Twp	1
<b>TOTAL:</b>	<b>245</b>



## GRAND BEACH MOU

### MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF GRAND BEACH BY AND THROUGH ITS COUNCIL AND THE TRUSTEE OF THE CYRIL A. FARWELL REVOCABLE TRUST & THE TRUSTBENEFICIARIES

**1. Purpose.** The VILLAGE OF GRAND BEACH (GRAND BEACH or Village) wishes to access real estate owned by the CYRIL A. FARWELL REVOCABLE TRUST (Trust) for the excavation, removal and relocation of a decommissioned water line and current water line underlying the real estate (the "project"). The Trust and the Trust Beneficiaries desire to accommodate the intention of the Village to access the Real estate for this project. This Memorandum of Understanding (MOU) describes the terms under which Village activities are performed and the Hold Harmless Agreement between the Village and the Trust and the Trust Beneficiaries.

**2. Parties.** This MOU is between GRAND BEACH, by and through its council, and the Trust and the Trust Beneficiaries.

**a. VILLAGE OF GRAND BEACH.** GRAND BEACH is a State of Michigan chartered village. Activities performed under this MOU are "Village activities".

**(1) COUNCIL, GRAND BEACH.** The GRAND BEACH VILLAGE COUNCIL is the administrative and governing body of the Village and not a separate legal entity from the Village. The Village is generally defined along geographic lines and the Village's jurisdiction is defined by the boundaries of the Village. Village activities under this MOU will be performed by Village employees and contractors and consultants engaged by the Village for the purpose of performing Village activities for the completion of this project. Contact information for the Village is through the Village Clerk's office, included on Attachment A. (The parties may update Attachment A unilaterally by e-mail or other writing.)

#### **b. TRUST**

**(1) CYRIL A. FARWELL REVOCABLE TRUST** is the legal owner of a certain parcel of real estate located within the geographic boundaries of the Village and legally described as follows:

**a.** Lots 45 and 54 Block 7 in Recorded Plat of Grand Beach Springs  
The Trust is responsible for providing the Village and its employees, contractors and consultants with access to the real estate as may reasonably be requested by the Village for

the conduct of Village activities associated with this project as defined herein. The contact person for the Trust is the Trustee, Joe Farwell, as provided in Attachment A.

### **3. GRAND BEACH ACTIVITIES , LIABILITIES & LIMITATIONS**

**(1) Objectives.** The VILLAGE OF GRAND BEACH provides Village owned and operated water infrastructure to service Village residents with water. Village infrastructure includes but is not limited to a Village pumping station and water lines running underground throughout the Village. The Village is responsible for maintaining the water infrastructure and has employees trained in its operation and contracts with outside providers for services when needed. Occasionally the Village finds it is necessary to relocate water lines underlying privately owned property in order to enable private development of the property and/or to better serve the needs of the community. The Village and the Trust and Trust Beneficiaries agree that the water line or lines underlying the Trust property must be relocated to the edge of the Trust property to enable future development of the property. Further, the Village and the Trust and Trust Beneficiaries understand and agree that the Trust must grant the Village an easement for the relocation, installation and maintenance of the relocated water line in the form shown as Attachment B.

**(2) Operations.** To achieve its objectives, the Village will engage in activities which may include, and is not limited to:

a. Application to all applicable state, county and/or local agencies for necessary permitting to excavate, remove and relocate decommissioned water lines and current water lines in service that are located within the boundaries of the Trust property.

b. To contract with appropriate surveyors and engineers to develop the plans to locate and relocate the decommissioned and current water lines to a location along the edge of the property.

c. To utilize Village employees and outside contractors to excavate, remove and relocate the decommissioned and current water lines.

d. To restore the Trust property to the condition it was in prior to commencement of Village activities.

The Trust shall grant to the Village an easement along the edge of the property for the relocation of the current water line. The terms of the easement shall be consistent with Attachment B, with the final legal description being the subject of further discussion and the results of any required survey and engineering requirements for this project.

**b. Limitations.**

(1) **The TRUST and the TRUST BENEFICIARIES** only provide access to the Trust property for the Village activities and otherwise have no operational involvement in or management of the Village activities which shall be conducted solely by the Village and its employees and contractors in accordance with Village ordinances and State regulations. The Trustee, on behalf of the Trust and Trust Beneficiaries shall cooperate with the Village's procurement of the necessary permits for this project and shall provide the Village, its employees, contractors, engineers and consultants with access to the property for the completion of this project.

**(2) HOLD HARMLESS AND INDEMNIFICATION AGREEMENT BETWEEN GRAND BEACH AND TRUST AND TRUST BENEFICIARIES.**

(1) Said premises shall be used and occupied by Village for the excavation, removal and relocation of decommissioned and current water lines and related activities and for no other purpose without the Trustee's written consent. The Village is to provide security to monitor and prohibit access to the premises while the project is undertaken to completion. The Village agrees to abide by and observe all laws and regulations now in effect or any changes or modifications thereto as may be made by the State, County and local authorities from time to time

(2) The Village agrees to remove and dispose of the decommissioned water line and to relocate the current water line within the boundaries of the easement granted by the Trust for this purpose as stated herein. Said project shall be conducted at Village expense. The Village will relocate the current water line in a careful manner and at all times to keep and maintain the same in good condition and at all times to fully observe and comply with all laws, ordinances and regulations relating to the relocation of the current water line.

(3) The Village agrees to indemnify and save the Trust and its Beneficiaries harmless from any and all claims and demands for damages to persons or property, and for loss of life and from any and all loss, cost, damage and expense suffered on account of any fault or omission of the Village or arising from the violation of any law, ordinance or statute, or from the Village's use and occupation of said premises for the completion this project.

**6. Command, Control, Coordination and Cooperation:**

- a. Immediate command and control over all Village resources and personnel employed in accordance with this MOU shall rest with the GRAND BEACH VILLAGE COUNCIL and its authorized agents and employees at all times.

**10. Effective Date, Term, Termination, and Approval Provisions.**

**a. Effective Date.** The terms of this MOU will become effective as of the date signed by both parties.

**b. Term.** This MOU shall be effective for the duration of the project or for a period of three (3) years from its effective date, whichever is less.

**c. Amendment.** This MOU embodies the entire terms and understanding of the parties and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties.

**d. Termination.** The parties may terminate this MOU at any time upon sixty (60) day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown in Attachment A.

**IN WITNESS WHEREOF, this MOU has been executed by the parties herein:**

VILLAGE OF GRAND BEACH

CYRIL A. FARWELL REVOCABLE TRUST

BY \_\_\_\_\_  
Deborah Lindley, President  
Grand Beach Village Council

BY \_\_\_\_\_  
Joseph C. Farwell, Trustee  
Cyril A. Farwell Revocable Trust

BY \_\_\_\_\_  
Julie M. Rundgren, Trustee  
Cyril A. Farwell Revocable Trust

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2021, before me a Notary Public in and for said County, personally appeared JOSEPH C. FARWELL and JULIE M. RUNDGREN, Co-Trustees of the Cyril A. Farwell Revocable Trust, to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be the free act and deed of the Trust.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Illinois

My Commission expires:  
Acting in the County of \_\_\_\_\_

PREPARED BY:  
Sara A. Senica (P66004)  
12 Longmeadow Village Drive  
Niles, MI 49120



December 9, 2020

Village of Grand Beach  
48200 Perkins Blvd.  
New Buffalo, MI 49117

Dear Grand Beach Council,

Thank you for the opportunity to provide you with a proposal to continue services at the Grand Beach Golf Course. It has been our great pleasure to provide golf course maintenance services the past eighteen years. We enjoy our relationship with the Village and we would be thrilled to continue servicing the golf course for many years to come.

Attached you will find an extension agreement to replace the recently expired five-year extension. The extension agreement is an attachment to the original contract. As a reminder, the contract is a pass-thru contract that delivers the absolute best economic value to the Village. Meaning we invoice the Village the exact same price we receive from our vendors – no markup. Additionally, the Village is assured best pricing on supplies, materials, and equipment as a result of our purchasing power and negotiations.

Thank again for the opportunity to submit this proposal to you. We hope you find the proposal favorable and we look forward to the coming seasons at Grand Beach Golf Course.

Sincerely,

Clay Putnam  
President

PO Box 8658 \* Michigan City, Indiana 46361  
Phone (219) 872-9412 \* Fax (219) 872-9417  
[www.getserviscape.com](http://www.getserviscape.com)

**LETTER OF AGREEMENT**

**Between:** The Village of Grand Beach, Michigan  
&  
ServiScape LLC, Michigan City, Indiana

**Reference:** Golf Course Maintenance Services  
Contract

**Subject:** In the interest of both parties and subject to the general provisions in the above referenced contract, it is mutually agreed to extend the contract through October 31, 2025. All provisions to remain the same with a management fee of \$2,178.02 per month year one of the extension, \$2,243.36 per month year two and three of the extension, \$2,310.66 per month year four of the extension, and \$2,379.98 per month year five of the extension.

Village of Grand Beach

Serviscape, LLC.

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date



# **Rules of Procedure**

## **Village of Grand Beach**

**Adopted January 20, 2020**

### **A. Regular and Special Meetings**

All meetings of the Village Council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

#### **1. Regular Meetings**

Regular Meetings of the Village Council will normally be held on the third Wednesday of each month beginning at 7:30 p.m. EST at the Village Hall unless rescheduled by the council.

#### **2. Special Meetings**

A Special Meeting shall be called by the clerk upon the request of the council president or any two members of the council on at least 18 hours written notice to each member of the council served personally, or left at the council member's usual place of residence. Special Meeting notices shall state the purpose of the meeting. No official action shall be transacted at any Special Meeting of the council unless the item has been stated in the notice of such meeting. No changes may be made to a Special Meeting unless all members are present and consent to the change.

#### **3. Posting Requirements for Regular and Special Meetings**

- a. Within 10 days after the first meeting of the council in each fiscal year, or calendar year, a public notice stating the dates, times and places of the regular monthly council meetings will be posted at the Village office.
- b. For a rescheduled Regular or a Special Meeting of the council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the Village office.
- c. The notice described above is not required for a meeting of the council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the council determine that delay would be detrimental to the Village's efforts in responding to the threat.

#### **4. Minutes of Regular and Special Meetings**

The clerk shall attend the council meetings and record all the proceedings and resolutions of the council in accordance with the Village Charter and the Open Meetings Act. In the absence of the clerk, the deputy clerk will perform the clerk's duties or the Village Council may appoint one of its own members or another person to temporarily perform the clerk's duties.

Within eight business days of a council meeting, a synopsis showing the substance of each separate decision of the council or the entirety of the council proceedings shall be prepared by the clerk and shall indicate the vote of the council members. Within five business days of the council approving the minutes, the approved minutes shall be made available to the public.

## **B. Conduct of Meetings**

### **1. Meetings to be Public**

All Regular and Special Meetings of the council shall be open to the public, and citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the council and its committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

### **2. Agenda Preparation**

An agenda for each Regular Council Meeting shall be prepared by the Village Clerk with assistance from the Council President with the following order of business:

1. Call to order
2. Adopt agenda
3. Consent agenda (if used)

#### **Public Comments - Agenda Items Only**

4. Approval of minutes
5. Presentations/Recognition
6. Commission Reports
7. Personnel Reports
8. Submission of bills
9. Public Hearings
10. Unfinished Business
11. New Business
12. ~~Audience Recognition~~ Public Comments - General
13. Correspondence
14. Adjournment

The agenda deadline is 3:30 EST on the Wednesday prior to the meeting. The Village Clerk, Council President or any two council members may add items to the agenda prior to the agenda deadline. Any council member shall have the right to add items to the regular agenda with a majority vote of the council before the agenda is approved.

### **3. Consent agenda**

A consent agenda may be used to allow the council to act on numerous administrative or

noncontroversial items at one time. Included on this agenda can be noncontroversial matters such as approval of minutes, payment of bills, approval of recognition resolutions, etc. Upon request by any member of the council, an item shall be removed from the consent agenda and placed on the regular agenda for discussion.

#### **4. Agenda Distribution**

Agendas, along with appropriate support information, will be provided to the Village Council by the Village Clerk as soon as possible after the agenda has been set so that the council has time to review agenda items prior to the meeting.

#### **5. Quorum**

A majority of the entire elected or appointed and sworn members of the council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice.

#### **6. Attendance at Council Meetings**

Election to the Village Council is a privilege freely sought by the nominee. It carries with it the responsibility to participate in council activities and represent the residents of the Village. Attendance at council meetings is critical to fulfilling this responsibility.

Absence from three consecutive regular meetings shall operate to vacate the seat of a member, unless the absence is excused by the council by resolution setting forth such excuse.

#### **7. Presiding Officer**

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The president of the council is ordinarily the presiding officer. The council shall appoint one of its members as president pro tempore, who shall preside in the absence of the president. In the absence of both the president and the president pro tempore, the member present who has the longest consecutive service on the council shall preside.

#### **8. Disorderly Conduct**

The president may call to order any person who is being disorderly by speaking out of order, interrupting, speaking without being recognized or otherwise disrupting the proceedings, failing to be germane to the agenda, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the president determines whether the person is in order.

If the person so engaged in presentation is called out of order, he or she shall not be permitted to continue to speak at the same meeting except by motion of the council. If the person shall continue to be disorderly and disrupt the meeting, the president may order the removal of the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

### **C. Closed Session Meetings**

#### **1. Purpose**

Closed Session meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought

against, or to consider a periodic personnel evaluation of a public officer, employee, staff member or individual agent when the named person requests a closed meeting. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.

- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- e. To review and consider the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to the Michigan Open Meetings Act (OMA).
- f. To consider material exempt from discussion or disclosure by state or federal statute.

## **2. Calling Closed Session Meetings**

At a regular or special meeting, the council members elected or appointed and serving, by a two-thirds roll call vote may call a closed session under the conditions outlined in Section C.1 of the Rules of Procedure and Section 15.268 of the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

## **3. Minutes of Closed Session Meetings**

A separate set of minutes shall be taken by the clerk or the designated secretary of the council at the closed session meeting. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the Regular Meeting at which the closed session was approved.

## **4. Confidentiality of Closed Session Meeting Information**

A Village Council member shall not divulge to an unauthorized person confidential information discussed in a closed session meeting in advance of the time prescribed for its authorized release to the public by the Village Council. Council members shall honor the confidentiality of the debate, discussion, and preliminary action taken in closed session, and be aware of the potential financial liability and/or harm to the reputation of the Village by premature disclosure.

## **D. Discussion and Voting**

### **1. Rules of parliamentary procedure**

The rules of parliamentary practice as contained in the latest edition of Robert's Rules of Order shall govern the council in all cases to which they are applicable, provided that they are not in conflict with these rules, Village ordinances or applicable state statutes.

## 2. Conduct of discussion

Speakers should address their remarks to the president, maintain a courteous tone and avoid interjecting a personal note into debate.

No council member shall speak more than once on the same question unless every council member desiring to speak to that question shall have had the opportunity to do so.

## 3. Ordinances and Resolutions

Every ordinance and resolution shall be adopted or passed by the affirmative vote of three members of the council.<sup>555</sup>

## 4. Roll Call

In all roll call votes, the names of the members of the council shall be rotated.

## 5. Duty to Vote

Election to a deliberative body carries with it the obligation to vote. No member of the council shall vote on any question in which he or she is financially interested or any question concerning his or her own official conduct, but on all other questions every member of the council present shall vote and any member who refuses to vote on any question shall forfeit his or her office.

A council member who is present and abstains or does not respond to a roll call vote shall be counted as ~~voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting,~~ an abstention. If a vote requires a majority or a certain percentage of the members present for approval, an abstention has the same effect as a "no" vote.

The opinion of the Village Attorney shall be binding on the council with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the Village Attorney.

The right to vote is limited to the members of council present at the time the vote is taken. Voting by proxy or by any manner of telecommunications is not permitted.

All votes must be held and determined in public; no secret ballots are permitted.

## 6. Results of Voting

In all cases where a vote is taken, the president shall declare the result.

If a motion has been either adopted or defeated during a meeting, it shall be in order for any council member voting in the majority to move for a reconsideration of the vote on any question at that meeting. When a motion to reconsider fails, it cannot be renewed.

## E. Citizen Participation

### 1. General

Each regular Council Meeting agenda shall provide for reserved time for audience participation. ~~There shall be two times reserved for audience participation. The first opportunity is reserved for public comments on agenda items only and the second opportunity is for the public to make general comments.~~

If requested by a member of the council, the president shall have discretion to allow a member of the audience to speak at times other than reserved time for audience participation.

## **2. Addressing the Council**

~~Following any motion that has been seconded, complete council discussion, and prior to council vote being taken, any audience member wishing to comment must first be recognized by the president, he/she must stand, state his/her name and home address (for recording purposes) and limit his/her questions and statements to the discretion of the president. Only comments directly pertinent to the motion on the table will be considered.~~

~~All remarks should be confined to the question at hand and addressed to the president in a courteous tone. Any audience member wishing to comment must first be recognized by the president, he/she must stand and state his/her name and home address (for recording purposes). No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak. It is up to the discretion of the Council President whether a person can speak more than one time on a particular subject.~~

~~Any person who addresses the council during a Council Meeting or Public Hearing shall be limited to five three minutes in length. The clerk, or another person designated by the Council will maintain the official time and notify the speakers when their time is up.~~

## **F. Miscellaneous**

### **1. Amendment of Rules of Procedure**

The Village Council may alter or amend these rules at any time by a majority vote.

### **2. Suspension of Rules**

The rules of the council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that council actions shall conform to state statutes and to the Michigan and the United States Constitutions.

### **3. Guidelines of Conduct**

Members of the Council shall refrain from argument with a member of the public or staff at Village Council meetings since these arguments seldom resolve concerns and many times inflame feelings at a public meeting. Any concerns by a member of the Council over the behavior or work of a Village employee during a Council meeting should be directed to the Council President to ensure the concern is addressed.

### **4. Bid Awards**

Bids will be awarded by the council during Regular or Special Meetings. A bid award may be made at a Special Meeting of the council if that action is announced in the notice of the special meeting.

### **5. Authorization for Contacting the Village Attorney**

The following officials (by title) are authorized to contact the Village Attorney regarding municipal matters:

Village Clerk-Treasurer  
Deputy Clerk-Treasurer  
Council President  
Council President Pro Tem

**Fw: OMA and Emergency Conditions**

clerk grandbeach.org &lt;clerk@grandbeach.org&gt;

Fri 1/15/2021 10:23 AM

To: deputyclerk grandbeach.org &lt;deputyclerk@grandbeach.org&gt;

 1 attachments (476 bytes)

ATT00001.txt;

**From:** BCmunicipal <bcmunicipal-bounces@listserv.berriencounty.org> on behalf of Rockey J Adams <radams1@berriencounty.org>**Sent:** Thursday, December 10, 2020 6:28 PM**To:** bcMUNICIPAL <bcmunicipal@listserv.berriencounty.org>**Subject:** [Bcmunicipal] OMA and Emergency Conditions

Hello all,

I wanted to send out a quick note on the subject of a local state of emergency to communicate the County's intent over the next few weeks related to our assessment of the COVID19 for a resumed local state of emergency declaration.

The following are the relevant facts:

- The public health emergency orders restrict public gatherings in a manner that a) is impossible to conduct in-person public meetings, and b) is stated to be unsafe to do so.
- The Open Meetings Act was previously amended to address the allowance of conducting public meetings using remote meeting platforms through DEC 31. AFTER Dec 31 2020, essentially; allowance is conditional upon a local or gubernatorial state of emergency to be declared.
- The OMA has a proposed bill amendment (HB6207) that everyone was hopeful would be acted upon before Dec 31 to extend the provisions we all are using currently to run open meetings via remote tools until March 2021.
- The legislative calendar looks unlikely to take this bill to a vote before DEC 31, however it is still possible and hopeful.
- The county currently does not have a renewed local state of emergency in place, nor does the state.

Notwithstanding the OMA provisions and the legislature's ability to act, our emergency response organization will have a need to grow in the next upcoming weeks and our need to increase our planning capacity to support that growth in the next few weeks makes it very likely we will be recommending a County-wide declaration of a local state of emergency again before DEC 31. The main reason is to support the vaccine rollout to the public which will be a big operation with a lot of moving parts. We will benefit from activating our emergency operations plan and declaring a state of emergency to call for all hands on deck to support the vaccine rollout. Local units of government and other entities subjected to the OMA will benefit from this action through the allowance of the continued use of remote meetings.

It is my understanding that some decision makers have been asking about this topic so they can plan their board agendas around our intent. My hope is that this message helps communicate that.

This email list is designed to be distributed to liaisons that are assigned by the local units to communicate with the EOC. It also has other decision makers on the list to facilitate situational awareness. Liaisons, please do not assume your chief elected official is on this email list and make sure your boards are aware of our plans. No action is needed from this message except the sharing of information that we intend on making sure our municipalities are taken care of.

If you have questions, please reach out and we will get you connected with the right answer.

CPT. Rockey J. Adams  
Berrien County Sheriff's Office  
Emergency Management/Homeland Security Division  
2100 E. Empire Ave.  
Benton Harbor, MI 49022  
(269) 983-7111 x4916  
(269) 313-0492  
radams1@berriencounty.org



County of Berrien  
Emergency Management &  
Homeland Security Division

# Municipal Emergency Coordinator Contact Data Sheet

**Municipality: Name:**

**Mailing Address:**

**City:**

**ZIP:**

**Chief Executive  
Name/Contact:**

**Full Board Meeting  
Schedule:**

**Other  
Authorized  
Signatories:**

**Agreement  
Process:**

## Municipal Emergency Coordinators

	Primary	Backup 1	Backup 2	Public Info Ofc.	Public Info Spokesperson
<b>First Name</b>					
<b>Last Name</b>					
<b>Agency/Department</b>					
<b>Home Phone</b>					
<b>Work Desk Phone (Direct Only)</b>					
<b>Work Cell</b>					
<b>Work SMS</b>					
<b>Personal Cell</b>					
<b>Personal SMS</b>					
<b>Work Email</b>					
<b>Personal Email</b>					
<b>Pager</b>					
<b>Other (Describe)</b>					

**Prepared By (Name/Agency):**

**Preparer contact phone:**

**Email:**

(FOUO): This Report is for Official Use Only.

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Send completed forms to [bcoem@berriencounty.org](mailto:bcoem@berriencounty.org). Backup Only – Fax to 269-934-9023. Return with letter or resolution signed by Chief Executive Official for Municipality (REQUIRED).

# Municipal Emergency Coordinator Contact Data Sheet

**Municipality: Name:** Your Municipality's Name

**Mailing Address:** Your Administrative Office Mailing Address (Usually Hall)

**City:** **ZIP:**

**Chief Executive Name/Contact** The CEOs name, phone, and email **Full Board Meeting Schedule:** Day of reoccurring board meetings (1<sup>st</sup> Tuesday, etc)

**Other Authorized Signatories:** Who has the authority to sign MOUs, Contracts, LOAs, transfer of ownership agreements, etc on behalf of the jurisdiction?

**Agreement Process:** How does the process occur (can the person above sign at any time, does it have to go to committee then full board, corporate council, etc. This helps us determine how to set our internal deadlines to make room for enough time to get it through your process if there is a need?)

## Municipal Emergency Coordinators

	Primary	Backup 1	Backup 2	Public Info Ofc.	Public Info Spokesperson
<b>First Name</b>	Primary: Who is the primary person who should be contacted and be the liaison between the municipality and Berrien County Emergency Management? This will be the main person who would be responsible for coordinating all activities listed in the BCEMHSD 07-002m. Fill out the column below the "Primary" header with the information for each row. SMS = text messages.				
<b>Last Name</b>					
<b>Agency/Department</b>	Backup 1 - This should be the next person you want us to contact in an emergency if the primary "Chief Municipal Emergency Coordinator" is unavailable. For administrative notices, we will keep all people identified on this list informed. During an emergency, when we need a representative, we will contact each in order listed.				
<b>Home Phone</b>					
<b>Work Desk Phone (Direct Only)</b>	Backup 2 - Same as above, but this will be the next person in the continuity of operations order.				
<b>Work Cell</b>					
<b>Work SMS</b>	Public Information Officer - This often gets confused with a spokesperson. The PIO is the person who organizes the media. This person arranges the times of press briefings, maintains order, and manages a Joint Information Center. If there are not enough people to go around, the spokesperson can do both jobs. They would be expected to coordinate activities with the County's PIO.				
<b>Personal Cell</b>					
<b>Personal SMS</b>	Public Information Spokesperson - This is the designated person who would most likely speak on behalf of the municipality to the press during an emergency. Keep in mind this: We likely would need someone who is not commanding workers in the field. Don't try to do too much with one person.				
<b>Work Email</b>					
<b>Personal Email</b>	Notes: There could be times in which it will be beneficial to have the Municipal liaison to report to the Berrien County Emergency Operations Center. In this case, the Municipal liaison would be the direct link to the jurisdictions' CEO. If there are not enough people to allow for this to happen, we may use another jurisdictions liaison to fill that role.				
<b>Pager</b>					
<b>Other (Describe)</b>					

**Prepared By (Name/Agency):**

**Preparer contact phone:** **Email:**

(FOUO): This Report is for Official Use Only.

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Attach digital photographs of each municipal emergency coordinator in email return. Their name will be added to a preauthorized access list to the Berrien County EOC and an ID will be made. Return with letter or resolution signed by Chief Executive Official for Municipality (REQUIRED). Send completed forms to [bcoem@berriencounty.org](mailto:bcoem@berriencounty.org). Backup Only - Fax to 269-934-9023.

**VILLAGE OF GRAND BEACH**  
**COUNTY OF BERRIEN - STATE OF MICHIGAN**  
**RESOLUTION NO. 2021-01**

In compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, (MCL 15.264), and pursuant to the provisions of enrolled Senate Bill 1246, Public Act 254 of 2020 amending the Open Meetings Act to meet remotely, at an Electronic (Virtual) Regular Meeting of the Village Council, 48200 Perkins Blvd. of the Village of Grand Beach, County of Berrien, State of Michigan, held electronically (virtually) on the 20th day of January, A. D., 2021, at 7:30 o'clock p.m., Eastern Standard Time.

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

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

The following preamble and resolution was offered by Council Member \_\_\_\_\_ and supported by Council Member \_\_\_\_\_.

**WHEREAS**, the Michigan Emergency Management Act (Public Act 390 of 1976, hereafter "Act") requires "the county board of commissioners of each county shall appoint an emergency management coordinator";

**WHEREAS**, the Act continues to explain "a county [emergency management] coordinator may be appointed a municipal coordinator for any municipality within the county;

**WHEREAS**, the Act promulgates duties to the county emergency management coordinator to include the duty to "Act for, and at the direction of, the chairperson of the county board of commissioners in the coordination of all matters pertaining to emergency management in the county, including mitigation, preparedness, response, and recovery".

**WHEREAS**, the Act also explains the "county emergency management coordinator is responsible to direct and coordinate local multi-agency response to emergencies within the county or municipality".

**WHEREAS**, the County has prepared an emergency operations plan that describes policies for the coordinator to implement including the establishment of identified liaisons from each municipal subunit of the county to serve as the point of contact for all matters of coordinating the response to an emergency or disaster between the county and the municipality and this municipal liaison must be appointed and confirmed by the municipality's board of elected officials.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Village of Grand Beach Council: Appoints \_\_\_\_\_ [name and position of appointee] to serve as the primary emergency management liaison for this municipality and is delegated the responsibility to assign other municipal officials to emergency positions necessary to carry out the functions required by the county emergency management coordinator and the county emergency operations plan.

FURTHERMORE, the primary emergency management liaison for this municipality is responsible for the following duties:

- Report all activity and information related to this assignment directly to this board;
- Serve as an emergency management advisor to the County;
- Organize all municipal departments for use during an emergency;
- Maintain a list of municipal resources that may be used during an emergency;
- Maintain a current emergency contact list for the municipality and validate the list quarterly;
- Report any information during an emergency situation about the conditions or impacts resulting from the hazard, municipal resources employed or available for emergency response to the county Emergency Management Coordinator;
- When the municipality has or will reasonably exhaust its emergency response resources during an emergency, make and communicate any requests for County assistance on the municipality's behalf to the County Emergency Management Coordinator without unreasonable delay.

AYES: Council Members \_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
MARY J. ROBERTSON, Village Clerk

**CERTIFICATION**

I, MARY J. ROBERTSON, duly appointed Village Clerk in and for the Village of Grand Beach, County of Berrien, State of Michigan, do certify that the foregoing Resolution is a true and exact copy of a Resolution adopted by the Village Council during its Electronic (Virtual) Regular Meeting, held January 20, 2021, and that said Meeting was conducted and public notice of said meeting was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the Minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
MARY ROBERTSON, Village Clerk

**County Administrator  
Brian Dissette**



**Berrien County Administration Building  
701 Main Street  
St. Joseph, Michigan 49085**

**Tel: (269) 988-7111, Ext. 8601  
Fax: (269) 988-5788  
Email: bdissette@berriencounty.org**

12/21/2020

**TO: Deborah Lindley, Village President  
Village of Grand Beach  
48200 Perkins Boulevard  
Grand Beach, MI 49117**

**RE: Renewal, MPSCS/Grand Beach Water Tank Co-Location Agreement**

**FROM: Brian Dissette, County Administrator  
County of Berrien  
701 Main Street  
St. Joseph, MI 49085**

Greetings Deborah,

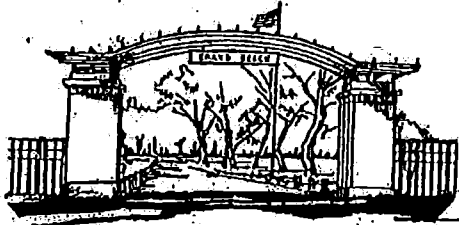
Please accept this letter as formal notification of Berrien County's intent to renew our "MPSCS/Grand Beach Tower Co-Location Agreement" for another term. The original agreement was signed in 2006, and extended in 2015; it is set to expire on December 31, 2020. In consideration of the agreements in place over the last 15 years, we are requesting that the extension term be for a period of 10 years, which would run through December 31, 2030.

The MPSCS 800MHz radio equipment operating from that location is a vital part of public-safety interoperable communications infrastructure in the southwest region of Berrien County. We appreciate the participation of the Village of Grand Beach as a partner in public-safety operations.

If you have any concerns, please do not hesitate to contact us.

With Regards,

  
Brian Dissette



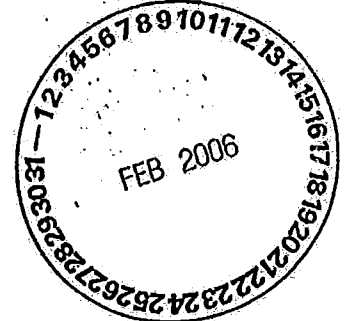
A0511206

# Village of Grand Beach

48200 PERKINS BLVD.

GRAND BEACH, MI 49117

February 3, 2006



Bill Wolfe  
Berrien County Administration Center  
701 Main Street  
St. Joseph, MI 49085

Re: Water Tower Agreement

Dear Bill,

Enclosed you will find the signed copy of the Water Tower Agreement.

If you need anything else, please let me know.

Sincerely,

Mary J. Robertson  
Clerk/Treasurer

Enclosures

## MPSCS/GRAND BEACH WATER TOWER CO-LOCATION AGREEMENT

This Agreement is entered into between the VILLAGE OF GRAND BEACH, whose address is 48200 Perkins Blvd., Grand Beach, MI 49117, and BERRIEN COUNTY, whose address is 701 Main Street, St. Joseph, MI 49085.

Whereas, the parties desire to enter into an Agreement whereby the VILLAGE OF GRAND BEACH will permit BERRIEN COUNTY to install, operate, and maintain certain communication equipment on a Water Tower as part of the MPSCS.

Now, therefore, in consideration of the mutual benefits to be derived by the Parties and the following covenants and conditions, the parties agree as follows:

### **1. Grant.**

The VILLAGE OF GRAND BEACH grants BERRIEN COUNTY permission to install, operate, and maintain certain communication equipment as specified in Exhibit A ("BERRIEN COUNTY's Equipment") on the Grand Beach Water Tower ("the Water Tower").

### **2. Initial Term**

The effective date of this Agreement shall be December 31, 2005, and the Agreement shall expire on December 31, 2015, unless terminated earlier pursuant to the terms of this Agreement.

### **3. Renewal Term**

As long as BERRIEN COUNTY is not in default under this Agreement BERRIEN COUNTY may elect to extend this agreement by notifying the VILLAGE OF GRAND BEACH in writing at least sixty (60) days prior to the expiration of the initial term. BERRIEN COUNTY shall have the option to renew this Agreement for an additional five (5) year term.

### **4. Termination**

a. The VILLAGE OF GRAND BEACH may terminate this Agreement upon ninety (90) days advance written notice for any violation of the terms and conditions of this Agreement by BERRIEN COUNTY specifying the violation and the steps to cure. BERRIEN COUNTY shall have (30) days to respond with election to cure or terminate. Any corrective action shall be completed in a timely manner, not exceeding ninety (90) days.

b. BERRIEN COUNTY may terminate this agreement upon thirty (30) days advance written notice of the intent to transfer the equipment to another site, or the de-activation of the Water Tower site. After removal, BERRIEN COUNTY shall restore the Water Tower site to its former condition.

**5. Installation of Government Equipment**

BERRIEN COUNTY equipment that may be attached at this Water Tower location which is more fully described in Exhibit A, Motorola Engineering Data, attached to and made a part of the Agreement. BERRIEN COUNTY shall post and maintain at all times its FCC license and a list of Contact names at the Water Tower site in a place designated by VILLAGE OF GRAND BEACH. BERRIEN COUNTY shall install Government Equipment in conformance with MPSCS and Motorola construction and performance requirements attached to and made a part of this Agreement as Exhibit B. Any waiver of construction and/or performance requirements shall be obtained by BERRIEN COUNTY in advance, in writing, from VILLAGE OF GRAND BEACH. BERRIEN COUNTY equipment shall not interfere with the VILLAGE OF GRAND BEACH Water Tower operation or its facilities. BERRIEN COUNTY shall repair any damage at its sole expense.

BERRIEN COUNTY also may place a shelter or equipment cabinet within the fenced in area at the base of the Water Tower site and may place transmission cables between the Equipment on the Water Tower and in the shelter.

There will be no vegetation removal or site alteration without prior approval of the VILLAGE OF GRAND BEACH.

**6. Electricity; Uninterrupted Power Source, Generator Power**

BERRIEN COUNTY will be responsible for electricity to the site, including backup generator power and/or an uninterrupted power source.

**7. Access to Water Tower Site**

The VILLAGE OF GRAND BEACH will permit access to the Water Tower site for purposes of installation, repair, and maintenance of BERRIEN COUNTY's Equipment on a 24 hour/7 day a week basis provided BERRIEN COUNTY or its authorized service provider(s) comply with site access protocols to be established by the VILLAGE OF GRAND BEACH.

Advance notice of repair or maintenance will be provided the VILLAGE OF GRAND BEACH except in cases of emergency. This notice will include the nature of the repair or maintenance and the expected duration of the project.

BERRIEN COUNTY will provide the VILLAGE OF GRAND BEACH with a list of all



service providers with proof that they are aware of the protocol and prior notice requirements.

#### **8. Federal and State Licensing Requirements**

BERRIEN COUNTY shall obtain and maintain in its own name and shall provide VILLAGE OF GRAND BEACH, upon request, with copies of appropriate approvals, permits, or licenses for operation of BERRIEN COUNTY Equipment at the Water Tower site including, but not limited to, a Federal Communication Commission ("FCC") license. In the event BERRIEN COUNTY's FCC license or any other approval or permit to operate BERRIEN COUNTY Equipment is revoked, suspended, or terminated, BERRIEN COUNTY shall immediately inform VILLAGE OF GRAND BEACH.

#### **9. Water Tower Loading and Radio Interference**

a. BERRIEN COUNTY shall not permit the Water Tower to exceed designed equipment load limits.

b. The VILLAGE OF GRAND BEACH shall not knowingly do, or allow a third party to take any action which would cause intermodal interference with the MPSCS Equipment. The plans for any new commercial or government installation of electronic data or voice transmission equipment in the VILLAGE OF GRAND BEACH shall be provided to BERRIEN COUNTY or its designee for review prior to final approval by the governing body; provided, however, nothing contained herein shall restrict the VILLAGE OF GRAND BEACH from contracting for additional communications facilities.

#### **10. Damage or Destruction Caused by Either Party**

In the event of any damage or destruction to the Water Tower caused by BERRIEN COUNTY or BERRIEN COUNTY's service provider(s), BERRIEN COUNTY shall pay VILLAGE OF GRAND BEACH for the cost of repairs and/or replacement of the Water Tower.

In the event of any damage or destruction to the MPSCS equipment caused by the VILLAGE OF GRAND BEACH or the VILLAGE OF GRAND BEACH's service provider(s), the VILLAGE OF GRAND BEACH shall pay BERRIEN COUNTY for the cost of repairs and/or replacement of the MPSCS equipment.

#### **11. Fire and Casualty**

If the Water Tower site becomes unusable due to fire or other casualty, and the fire or other casualty renders VILLAGE OF GRAND BEACH's Water Tower site inoperable, then BERRIEN COUNTY may elect to terminate this Agreement upon thirty (30) days advance written notice to VILLAGE OF GRAND BEACH, such election to be made within ninety (90) days after the fire or other casualty occurs.

The VILLAGE OF GRAND BEACH is under no obligation whatsoever to rebuild the Water Tower or any part of the facilities at the Water Tower site that may be destroyed by fire or any other casualty.

The VILLAGE OF GRAND BEACH is under no obligation whatsoever to maintain the Water Tower for the benefit of BERRIEN COUNTY.

## **12. Insurance**

VILLAGE OF GRAND BEACH makes no representations whatsoever as to the suitability of the Water Tower site, Water Tower, shelter or any other facilities for use by BERRIEN COUNTY, or that VILLAGE OF GRAND BEACH maintains any insurance whatsoever to insure BERRIEN COUNTY, its employees, agents, contractors, subcontractor, or service providers against any claims, demands, actions, suits, or causes of action, and judgments, settlements, or recoveries, for bodily injury or property damage arising out of the condition of the Water Tower site, Water Tower, shelter, or any other equipment or facilities owned or operated by VILLAGE OF GRAND BEACH. Further, the VILLAGE OF GRAND BEACH shall not be obligated under this Agreement to obtain any insurance whatsoever.

BERRIEN COUNTY shall maintain, at all times, during the term of this Agreement or any extensions thereof, the following insurance policies:

(a) General Premises Liability Insurance for the Water Tower site which provides full coverage for the VILLAGE OF GRAND BEACH and BERRIEN COUNTY and name the VILLAGE OF GRAND BEACH as additional insured, and their respective agents and employees in the amount of \$500,000 per occurrence for property damage, and \$1,000,000 per occurrence for bodily injury, with a \$2,000,000 aggregate.

(b) Comprehensive General Liability Insurance, including broad form contractual coverage of a least \$1,000,000 per occurrence, \$1,000,000 annual aggregate;

(c) Worker's Compensation as required by law: Coverage B Employers Liability in the minimum of \$100,000.

(d) Contractors and subcontractors providing services at the site will provide the VILLAGE OF GRAND BEACH with a certificate of insurance showing current liability, automobile, and workman's compensation insurance.

## **13. Non-Discrimination**

In performing this Agreement, BERRIEN COUNTY shall not discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to

employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. BERRIEN COUNTY agrees that every contract or subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor.

#### **14. Unfair Labor Practices**

VILLAGE OF GRAND BEACH may void this Agreement, if BERRIEN COUNTY or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled by the Michigan Department of Consumer and Industry Services pursuant to 1980 PA 278, as amended, MCL 423.321 et se. (Employers Engaged in Unfair Labor Practices Act).

#### **15. Notices**

All notices given under this Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the parties as follows:

##### **To VILLAGE OF GRAND BEACH:**

President  
Village of Grand Beach  
48200 Perkins Blvd  
Grand Beach, MI 49117

##### **To BERRIEN COUNTY:**

County Administrator  
Berrien County  
701 Main St.  
St. Joseph, MI 49085

#### **16. Governing Law**

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

#### **17. Amendments**

This Agreement may not be changed, modified, amended, or altered except by an agreement in writing signed by the parties.

**18. Waiver**

The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.

**19. Effective Date**

This Agreement shall become effective as provided in Paragraph 2 "Initial Term".

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates shown below.

The VILLAGE OF GRAND BEACH

By:

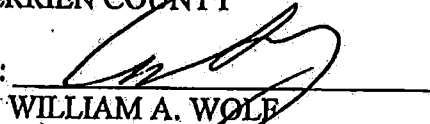
  
JAMES BRACEWELL

Village President

Dated: 1/25/06, 2006

BERRIEN COUNTY

By:

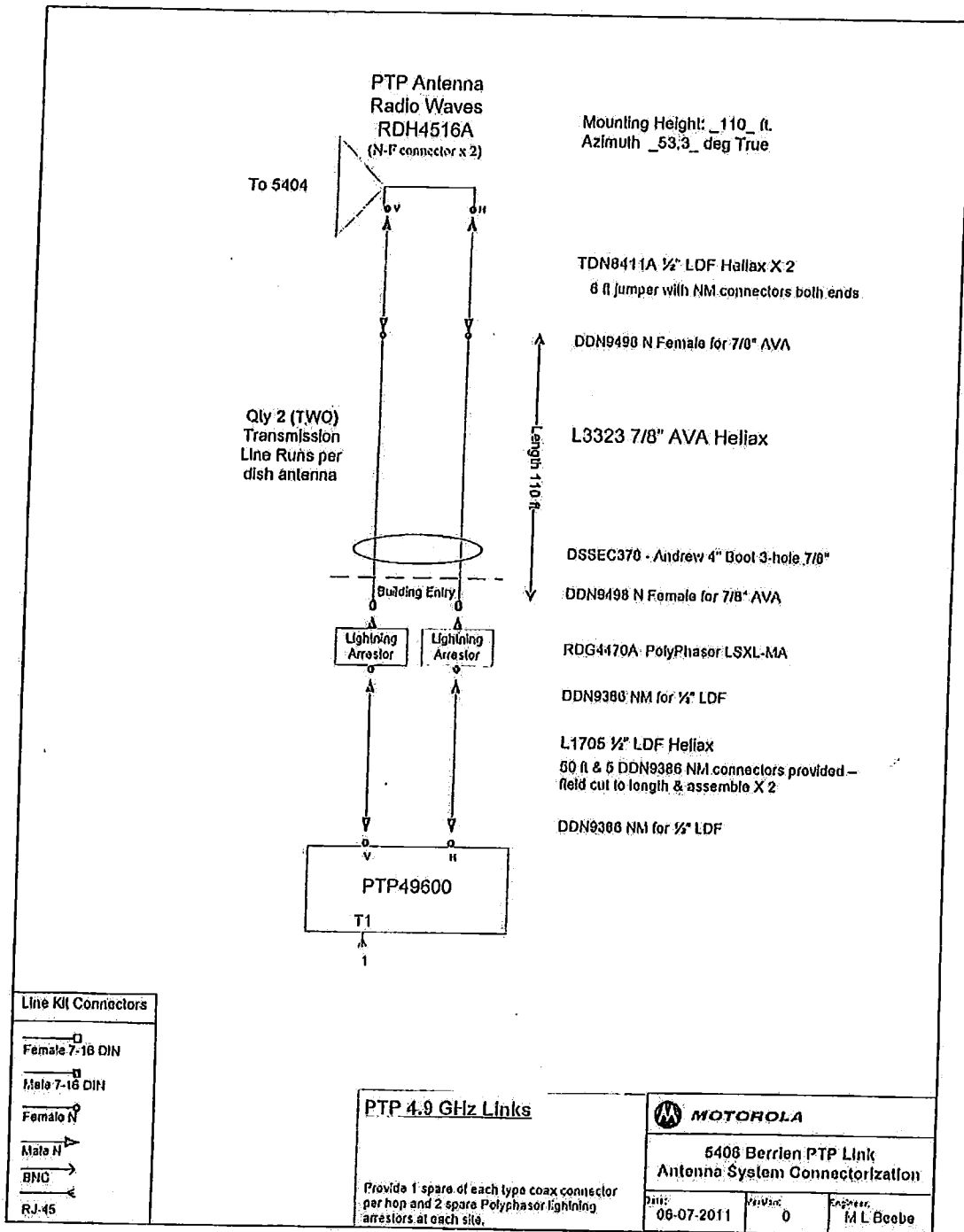
  
WILLIAM A. WOLF

County Administrator

Dated: 1/23/06, 2006

# 1.4 5404 / 5406 Link Antenna System Connectorization

The drawings below show details of antenna installation and transmission line connectorization for both ends of the path.



Berrien County, Michigan  
 Wireless Point to Point Connection to MPSCS  
 July 30, 2009  
 Revised June 22, 2011

Motorola Confidential Restricted  
 Use or disclosure of this proposal is  
 subject to the restrictions on the title page

MPSCS/GRAND BEACH WATER TOWER CO-LOCATION AGREEMENT

**ADDENDUM**

This is an addendum to the Agreement, between the VILLAGE OF GRAND BEACH ("VILLAGE"), 48200 Perkins Blvd., Grand Beach, MI 49117, and the COUNTY OF BERRIEN ("COUNTY"), 701 Main Street, St. Joseph, MI 49085, dated February 3, 2006.

Whereas, the parties desire to continue their Agreement whereby the VILLAGE will permit the COUNTY to install, operate, and maintain communication equipment, that includes Michigan Public Safety Communication System (MPSCS) radio transmission equipment on the Water Tower located at 49029 SKYHI Road;

Now, therefore, in consideration of the mutual benefits to be derived by the Parties and the following covenants and conditions, the parties agree to the following amendments to the original agreement as follows:

**1. Grant.**

The VILLAGE represents that it has authority to grant, and hereby does grants to the COUNTY permission to install, operate, and maintain additional communications equipment, that will support a Microwave antenna/link to the MPSCS, as specified in Exhibit A ("BERRIEN County's Equipment") on the SKIHI Road Water Tower (the "Water Tower"), located in the Village of Grand Beach.



**2. Installation of Government Equipment**

The COUNTY equipment that may be attached at the Water Tower location which is more fully described for Site "5406" in Exhibit A, MOTOROLA Communications quotation dated June 22, 2011 (confidential), attached to and made a part of the Agreement. The COUNTY shall install equipment in conformance to the radio manufactures' construction and performance requirements. Any waiver of construction and/or performance requirements shall be obtained by BERRIEN COUNTY in advance, in writing, from the VILLAGE. The COUNTY equipment shall not interfere with the Water Tower operation or its facilities. The COUNTY shall repair any damage at its sole expense.

The COUNTY also may mount antenna on the Water Tower, in accordance with a design plan that will be submitted and approved by the VILLAGE, place equipment inside the Shelter at the base of the Water Tower site, and may place transmission cables between the Equipment on the Water Tower and in the Shelter.

There will be no vegetation removal or site alteration without prior approval of the VILLAGE.

**3. Water Tower Loading and Radio Interference**

a. The COUNTY shall not permit the Water Tower to exceed designed equipment load limits.

b. The VILLAGE shall not knowingly do, or allow a third party to take any action which would cause intermodal interference with the public safety radio equipment. The plans for any new commercial or government installation of electronic data or voice transmission equipment at the Tower Site shall be provided to the COUNTY or its designee for review prior to final approval by the VILLAGE; provided, however, nothing contained herein shall restrict the VILLAGE from contracting for additional communications facilities which do not interfere with COUNTY operations.

**4. Notices**

All notices given under the Agreement, including this Addendum, except for emergency service requests, will be made in writing. All notices will be sent to the parties as follows:

To VILLAGE of GRAND BEACH:

Village President  
Village Hall  
48200 Perkins Blvd.  
Grand Beach, MI 49117

To BERRIEN COUNTY:

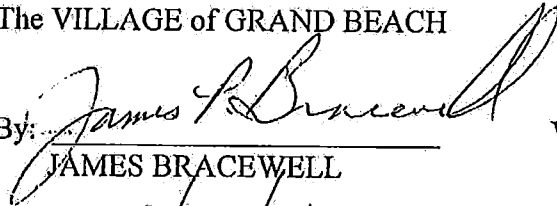
County Administrator  
Berrien County  
701 Main St.  
St. Joseph, MI 49085

**5. Effective Date**

This Agreement shall become effective upon signature of both parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates shown below.

The VILLAGE of GRAND BEACH

By:  Village President  
JAMES BRACEWELL

Dated: 9/22/11, 2011

BERRIEN COUNTY

By:  County Administrator  
WILLIAM A. WOLF

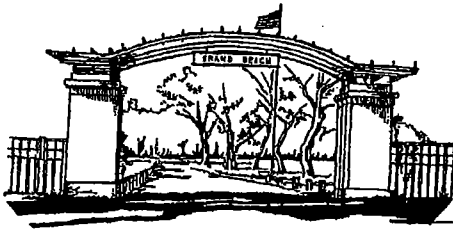
Dated: 8/2, 2011

## 1.5 Equipment List

This is a detailed equipment list showing the individual components required to implement the PTP Link, including spares.

PTPLink	PTPHOP	1	WB3226AA	PTP 49600 (5MHZ) CONNECTORISED - LINK COMPLETE
PTPLink	AESHOP	1	WB2511A	PTP 600 SERIES AES LICENCE KEY 256BIT - LINK
5404	ANTDUAL4	1	RDH4516A	4 FT STD PARABOLIC UNSHIELDED ANTENNA, 4.94 -4.99 GHZ, TYPE N FEMA
5404	AntJmpr	3	TDN8411A	1/2" X 6' LDF N MALE
5404	MainLine	500	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER FOOT
5404	Gnd	4	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
5404	Hanger	6	DSSSH78	7/8" SNAPSTAK HANGER 10PK
5404	NFConn78	5	DDN9498	7/8" TYPE N FEMALE POSITIVE STOP CONNECTOR
5404	LineBoot	1	DSSEC378	SNAP-SEAL ENTRY CUSHION 3 X 7/8", KIT OF 1
5404	LtngProt	4	RDG4470A	LSXL-MA N C 1.8TO3.8 & 4.2TO6.0GHZ
5404	BtmJmpr	50	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
5404	NMConn12	5	DDN9386	1/2" TYPE N MALE POSITIVE STOP CONNECTOR
5404	MtgPnl	2	DQACP3192E	PANEL, BLANK, RU6 - 10.5" HIGH
5406	ANTDUAL4	1	RDH4516A	4 FT STD PARABOLIC UNSHIELDED ANTENNA, 4.94 -4.99 GHZ, TYPE N FEMA
5406	AntJmpr	3	TDN8411A	1/2" X 6' LDF N MALE
5406	MainLine	330	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER FOOT
5406	Gnd	4	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
5406	Hanger	0	DSSSH78	7/8" SNAPSTAK HANGER 10PK
5406	NFConn78	5	DDN9498	7/8" TYPE N FEMALE POSITIVE STOP CONNECTOR
5406	LineBoot	1	DSSEC378	SNAP-SEAL ENTRY CUSHION 3 X 7/8", KIT OF 1
5406	LtngProt	4	RDG4470A	LSXL-MA N C 1.8TO3.8 & 4.2TO6.0GHZ
5406	BtmJmpr	50	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
5406	NMConn12	5	DDN9386	1/2" TYPE N MALE POSITIVE STOP CONNECTOR
5406	MtgPnl	2	DQACP3192E	PANEL, BLANK, RU6 - 10.5" HIGH
PTPSPARE	PTPEND	1	WB3230AA	PTP 49600 (5MHZ) CONNECTORISED - END COMPLETE
PTPSPARE	AESEND	1	WB2607A	PTP 600 SERIES AES LICENCE KEY 256BIT - END ONLY
PTPSFTWR	SFTWSPRT	1	WB3106A	1YR PTP SW SPRT CNTRACT (1-2 LINKS)





# Village of Grand Beach

48200 PERKINS BLVD.

GRAND BEACH, MI 49117

October 28, 2015

William Wolf  
Berrien County Administration Building  
701 Main Street  
St. Joseph, MI 49085

Re: Renewal, MPSCS/Grand Beach Water Tower Co-Location Agreement

Dear Bill,

I wanted to let you know that our council acknowledged and agreed to the 5-year extension to the co-location agreement regarding the water tower and the radio antennas at our council meeting on October 21, 2015. It is my understanding that the extension will run through December 31, 2020.

If you have any questions, please let me know.

Sincerely,

Mary J. Robertson  
Clerk/Treasurer

**RISK**

**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

**CERTIFICATE OF COVERAGE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4.  Information only.
5.  The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. **VILLAGE OF GRAND BEACH MPSCS/GRAND BEACH WATER TOWER CO-LOCATION AGREEMENT EFFECTIVE DECEMBER 31, 2005 AND EXTENSION LETTER DATED DECEMBER 21, 2020 EXTENDING TERM THROUGH DECEMBER 31, 2030.**
6.  Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

**Certificate Holder:**  
**VILLAGE OF GRAND BEACH**  
**48200 PERKINS BLVD.**  
**GRAND BEACH, MI 49117**

**Member:**  
**COUNTY OF BERRIEN**  
**701 MAIN STREET**  
**ST. JOSEPH, MI 49085**

**Certificate Expiration Date: January 1, 2022**  
**Date Issued: January 5, 2021**

**Member Number: # M0001104**  
**Effective Date of Membership: July 1, 1985**

**Distribution:**  
**Mr. Brian Dissette, County of Berrien**  
**MMRMA Underwriting**

  
\_\_\_\_\_  
**Authorized Representative**



P.O. Box 3355  
Farmington Hills, Michigan 48333-3355  
**877-888-IBEX (4239) 248-538-0470 Fax 248-538-0471 www.ibexagency.com**

## SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**  
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.
2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**  
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.
3. **BODILY INJURY**  
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.
4. **COVERED CONTRACT**  
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**  
means any or all of the following:
  - a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;



## Berrien County Road Department

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2860 E. Napier Avenue  
Benton Harbor, MI 49022

Phone: 269-925-1196  
Fax: 269-925-8098  
[www.bcroad.org](http://www.bcroad.org)

**Jason Latham**  
Director

Date: January 8, 2021

To: Berrien County Village and City Street or Public Works Departments

Subject: Winter Snow and Ice Control Support Due To COVID Staff Shortages

While we all continue to reduce COVID-19 exposure and prevent illness in the workplace, the Berrien County Road Department and other organizations are working ahead with contingencies should any of our workforce be compromised by increased cases of COVID-19.

We are offering to support the Villages and Cities located within Berrien County, as necessary and as we can provide, on ensuring safe travel to the public if staffing shortages hinder the ability for a Village or City to respond to winter weather.

Main traveled roads will be treated along with our connecting primary and secondary roads. The highest volume, highest speed roads, will be cleared first. All subdivisions and lesser-traveled roads would only be serviced for emergency calls or after all county roads have been fully serviced.

The Village or City will be billed actual costs. Costs shall include all labor, materials and equipment charges. These items shall, in turn, include standard fringe and overhead rates as defined by Public Act 51.

If you are interested in being able to utilize this assistance, contact the main office as soon as possible to setup an as needed service contract.

Sincerely,

*Don Geisler*

Don Geisler, Superintendent  
Berrien County Road Department

VILLAGE OF GRAND BEACH  
 BUDGET AMENDMENT  
 CAPITAL PROJECTS 2020-2021  
 MEETING ON JANUARY 20, 2021

Account #	Revenue Accounts Account Name	Inc (+) Decr. (-)	Amount
<b>Total Change in Revenue:</b>			<b>0</b>

Account #	Expense Accounts Account Name	Inc (+) Decr. (-)	Amount
801-716	Dump/Plow Truck	+	\$500.00
801-717	Pick Up Truck Purchase	+	\$20,000.00

**Total Change in Expenses:** + \$20,500.00

**Net Effect on Budget**      **Increase in Expenses** + \$20,500.00

This amendment is for the purchase of the 2021 Dodge Ram Pick Up truck, and lights for the new dump truck.