

**NOTICE
VILLAGE OF GRAND BEACH
REGULAR COUNCIL MEETING
WEDNESDAY, MARCH 20, 2024
5:00 PM EST-(4:00 PM CST)**

**GRAND BEACH VILLAGE HALL
48200 PERKINS BLVD.
GRAND BEACH, MI 49117**

Topic: Village of Grand Beach Council Meeting
Time: March 20, 2024 05:00 PM Eastern Time (US and Canada)

This meeting will be held in person. It is a hybrid meeting with an option for the public to attend via Zoom by using the following link:

Join Zoom Meeting

<https://us02web.zoom.us/j/83371860969?pwd=Y0pEZ1ISLytESmZ1emhiS2NZczVWZz09>

Meeting ID: 833 7186 0969
Passcode: 518961

-One tap mobile

+13126266799,,83371860969#,,,,*518961# US (Chicago)
+16469313860,,83371860969#,,,,*518961# US

---Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- 833 548 0282 US Toll-free
- 877 853 5257 US Toll-free

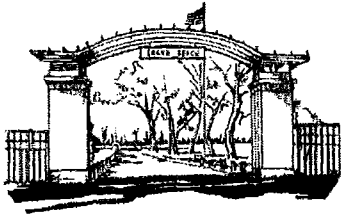
Meeting ID: 833 7186 0969
Passcode: 518961

Find your local number: <https://us02web.zoom.us/j/83371860969>

Public participation is allowed at the beginning of the agenda to speak on agenda items only, and near the end of the meeting as noted on the agenda.

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 writing or calling the following: Village of Grand Beach Clerk, 48200 Perkins Boulevard, Grand Beach, MI, 49117, 269-469-3141.

**KIMBERLY WOLNIK
CLERK – TREASURER
(269) 469-3141**



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

**AGENDA FOR REGULAR COUNCIL MEETING
MARCH 20, 2024
5:00 PM EST (4:00 PM CST)**

Call to Order

Adoption of Agenda

Consent Agenda- Minutes of the February 21, 2024 meeting, Hall rentals, Pay bills with written additions

Public Comments on Agenda Items: (3-minute time limit) This is a business meeting of the Grand Beach Village Council conducted in public. The public will have two opportunities to address the Council. The first is during Public Comments on Agenda Items. Please limit your comments to agenda items only. The second opportunity to address the Council is at the end of the meeting during Public Comments - General

Presentations/Recognition

Public Hearing

Commission Reports-Council President's Report; Report on New Buffalo Township Meeting; Building & Zoning; Parks & Beaches; Streets & Water; Police; Pro Shop & Course; ServiScape Report

Personnel Reports

Superintendent
Police Chief
Building Inspector

Old Business

1. FEMA Ordinance

New Business

1. Hall Rental Rate Updates
2. Council Meeting Time
3. Clerk-Treasurer Village Signatory for Municipal Employee Retirement System
4. Deputy Clerk Village Signatory for Bank Accounts
5. Technology Proposals
 - a) Email Server Change to Microsoft 360: The Tech of Southwest Michigan
 - b) Office Computers Replacement: The Tech of Southwest Michigan
 - c) Office Printer/Copier/Facsimile/Scanner Replacement: Parrett Company
 - d) Website Update Proposal \$5,000: Kelsey Miller
6. Village Roadways Survey and Evaluation Proposal: Wightman and Associates
7. Village Hall Painting Bids-\$7600
8. Village Hall Landscape Donation
9. Police Department Equipment Sale-2018 Ford Explorer
10. New Buffalo Area Schools Golf Agreement
11. Village Locks-\$1575
12. New Committees; Road, Tree, Holiday, Welcome
13. Lawn mower-Rigg's Outdoor Power-\$7500
14. Rebuild retaining wall next to Township Office-Maintenance dept- \$2013
15. Direct TV agreement

Public Comments – General

Correspondence

Adjournment

**VILLAGE OF GRAND BEACH
REGULAR COUNCIL MEETING
FEBRUARY 21, 2024**

CALL TO ORDER

Council President Harry Walder called the regular council meeting to order at 5:03 p.m. EST. Present in addition to Walder were Peter Doerr, James Bracewell, Ed Brandes, Blake O'Halloran arrived at the meeting at 5:10 pm.

ADOPT AGENDA

Brandes moved, seconded by Doerr to adopt the regular agenda as presented, motion carried unanimously 4-0.

ADOPT CONSENT AGENDA

- a. Approve Village Council Minutes from January 17, 2024
- b. Pay Bills with written additions
- c. Approve hall rentals-
 - i. March 2, 2024-Grand Beach Potluck Group
 - ii. June 15, 2024-David Shubert sponsored by Ed Trainor

Brandes moved, seconded by Bracewell, to adopt the consent agenda as presented. Motion carried unanimously 4-0.

PUBLIC COMMENT

None

PRESENTATIONS/RECOGNITIONS

None

PUBLIC HEARING

None

COMMISSION REPORTS

COUNCIL PRESIDENT'S REPORT

Walder informed the council that he is looking into overhauling the website and providing a separate website dedicated to the golf course. The company that the clerk and deputy are familiar with is called Square Space and they will have a bid for them to look over next month. He is also looking to update the internet and email for the Village as well. Currently we use Go Daddy for email service and The Tech of Southwest Michigan for our server domain/firewall. Bracewell suggested we get several quotes for these services.

Harry said the Village Attorney, Sara Senica, attended the Appeals Court hearing regarding the lawsuit against New Buffalo township and she had 30 minutes to present the Village's position. The Appeals Court should take three to four weeks to render a ruling. Walder reported that the Village has received an anonymous pledge of \$1,000.00 to refurbish the merry go round and move it to another space as a bench. Thank you very much to the anonymous donor.

Council Meeting-February 21, 2024- continued

Harry is meeting with the owner of the property next to Jensen Court this Friday. They will discuss the proposal to purchase some of that land from the Village.

Walder asked if anyone was interested in forming a Holiday committee to decorate the hall on all the various holidays throughout the year. Neighboring communities seem to do this and it looks nice and builds community spirit. Bracewell said he like the wreaths on the arch and felt that was adequate enough. Walder asked for any volunteers to contact Kim or Harry.

Harry asked the Council members if we should respond to the SWMPC request for grant funded projects we may have in the near future. The Council members said we should. Harry will follow up.

Councilman Blake O'Halloran arrived at this time.

Harry asked the Street Commissioner, Jim Bracewell if he thought it would be a good idea to form a Road Committee. Jim stated he has not really heard any talk from residents that said the streets were in dire need of work but if there was to be a committee formed, he would definitely sit on it and contribute to it. Harry asked that anyone interested in joining this Road Committee to please reach out to Harry Walder or Jim Bracewell.

REPORT ON NEW BUFFALO TOWNSHIP MEETING

Ed Brandes attended the meeting and reported that New Buffalo Township approved 3 new additional marihuana licenses. Bracewell asked if there have been any reports on whether Grand Beach will see any of that revenue? Brandes said it is too early to tell but that issue is being closely watched. Walder added that he asked the township supervisor, Michelle Heit, if Grand Beach would be getting any funds from the licenses granted to the marihuana dispensaries and she replied "no." O'Halloran suggested the council write a letter to the township stating if they were not going to be the recipient of any of those revenues that the township declare a moratorium on Grand Beach taxpayers. O'Halloran volunteered to draft this letter for Council approval. Brandes added we are about 3 weeks away from a decision from the appellate court on our special assessment and that may give us some additional leverage.

BUILDING & ZONING

Walder had nothing to report on building and zoning.

PARK & RECREATION:

Doerr reported that he and Harry met with the contractor that built the stairs for beach access in Michiana and are in the process of gathering estimates for repairs of existing stairs and construction of new stairs to the beaches. He asked the public to contact him if they see anything that needs attention on any of the beaches or parks and he will get it taken care of. Doerr added that the maintenance department is hiring a summer position to mostly take care of beaches during the season and would love to hire a local resident first, at a rate of \$15.00 per hour. If anyone has a candidate for this summer position, please reach out to Pete Doerr.

STREETS & WATER

Bracewell praised the maintenance guys for their work in plowing the roads during the heavy snowfall last month. The council said they did an outstanding job.

POLICE

Ed Brandes thanked Creo Brewster for filling in for Ryan Layman tonight running the equipment for zoom services. Bracewell commented on the canopy/tent issue before the Planning Commission and as of the last Planning Commission meeting, they still do not have a definitive answer as to whether they are allowed in a driveway or not. Walder informed him there is a public hearing regarding this exact issue and other Zoning issues in April.

PRO SHOP & COURSE

O'Halloran reiterated the number one task ahead for the golf course was the repair of the intake water line. Several of them met with Merritt Engineering to figure out the repairs needed and they got a lot of good suggestions as well as an alternative temporary solution for the course this summer. He will have more information for the council soon. He said we need to address options to increase the number of tee times on the course and he will present a plan next month. He is looking into replacing the various benches throughout the course as well as the designated markers for them.

SERVISCAPE REPORT

None

PERSONNEL REPORTS

SUPERINTENDENT: In addition to his written report, Superintendent Bob Dabbs reported his department is in the process of spring cleaning and looking at pricing for a new back hoe. He expects to also bring some bids for the purchase of new water meters and their installation to the next council meeting.

POLICE CHIEF: Officer Brewster reminded residents to bring in their packages as soon as they have been delivered if they can or arrange for a neighbor to do that for them as there have been reports of package thefts.

BUILDING INSPECTOR: In addition to his written report, Building Inspector Chad Butler stated things were still pretty quiet with 17 permitted homes, 8 of those pools. There are 2 new builds coming soon as well. Bracewell asked about the place on his report where it stated that the police stopped work? Butler said that was for working on a Sunday.

UNFINISHED BUSINESS

None

NEW BUSINESS

- a. **Approval of Master Plan review period-** With the Planning Commissions' approval of the Master Plan as presented to them, it is now before the council for approval so it can be sent out to neighboring communities for their 63-day review period. Any changes will go before the Task Force, then back to the Planning Commission, and finally back to the Council for final approval. Brandes moved to approve the draft Master Plan to start the 63-day review period; seconded by Doerr. O'Halloran commended the task force for all of their hard work on this difficult project and said they should be proud of their work. He said it was needed and necessary and provides procedures and accountability. Brandes agreed. Bracewell stated he is not in agreement with this report at all as he feels it was more of an

interpretation instead of a report brought forth by a professional, unbiased opinion. He was in favor of hiring a professional firm and not having residents put it together, regardless of their background. The motion passed 4-1 with Bracewell voting nay.

- b. **Streetlights-** Walder stated that Chief Layman requested 7 new streetlights for Golfmore Estates. Discussion was held on whether the Village wanted to look into establishing a uniform streetlight standard. Some newer areas are without streetlights at all. After much discussion, Ed Brandes volunteered to research this issue and come back to the Council with a recommendation. This may be fall under zoning and therefore be under the jurisdiction of the Planning Commission. Bracewell asked Butler if developers were meeting the requirements of how many lights and where they should be? Butler replied that currently, there are no specific requirements in our Ordinances which is the reason for the question.
- c. **Police Storage Box-** Brandes moved and Bracewell seconded the purchase of police storage box and new bed for the police vehicle at a cost of \$3,000.00. They asked Officer Brewster to elaborate on the need. Officer Brewster said that it is a container to store the supplies and gear that are currently just loose in the trunk area, they need one nice bin to get to their equipment quickly and efficiently. They have water rescue equipment in there, flares, vests, flashlights etc. Bracewell asked if that container will fit into the next vehicle the Village will purchase for the police department as they get replaced every 4 years. Officer Brewster did not know but would look into it. This motion passed unanimously.
- d. **Claire Sullivan Payment-** Doerr moved and Bracewell seconded a motion to approve payment in the amount of \$500.00 to Claire Sullivan for her work on mapping out the parcels in Grand Beach that were owned by the Village and the unbuilt roads. She did a beautiful job and they all concurred. This motion passed unanimously.
- e. **Signage Identifying Beach Access Points-** Doerr reported the Beach Committee has discussed buying very basic signage to identify the beach access points using the name of the road they are on as their access name. They just want something inexpensive and simple that will direct emergency personnel and visitors unfamiliar with the area, to each of the beaches here. Harry asked Bob Dabbs what he thought something like that would cost. Dabbs said if he ordered 13 3x4 signs that could be close to \$2500.00. Doerr moved and Brandes seconded the motion to order one sign at a price not to exceed \$250.00. The council members can then look at it next month and decide if they want to move forward with the rest. The motion passed unanimously.
- f. **Golf Cart Parking at Beach Access Points-** Doerr wants to delineate Golf Cart parking at beach access points with something discreet and small. These would instruct people where to park since it is hard to tell where a resident's lawn ends and parking begins. Doerr moved to approve purchasing Golf Cart Parking Signs for the Ely Beach access not to exceed \$250.00; seconded by O'Halloran and passed unanimously.
- g. **2024 Golf fees and Golf Cart Parking Stickers-** O'Halloran moved seconded by Brandes to increase 2024 Golf fees as follows:

Resident 9 hole

Weekdays \$14. Increase to \$16
Weekends \$16. Increase to \$18

Non- Resident 9 hole

Weekdays. \$17. Increase to \$20
Weekends. \$19. Increase to \$23

Resident 18 hole

Weekdays \$24 Increase to \$26
Weekends \$25 Increase to \$28

Non- Resident 18 hole

Weekdays. \$26 Increase to \$30
Weekends. \$30 Increase to \$33

Seniors (62+)

Currently 9 hole is the same rate for non- residents and residents for weekdays or weekends.
\$11 increase to \$14

Juniors (14-21)

Currently 9 hole is the same rate for non- residents and residents for weekdays or weekends.
\$11 increase to \$13

Children (6-13)

Currently 9 hole is the same rate for non- residents and residents for weekdays or weekends.
\$6 increase to \$8

Resident Only punch cards (10 rounds)

Adult \$160 increase to \$180
Senior. \$110 increase to \$140
(Still one free round included)

New Season pass unlimited golf for one individual (non-transferable) \$1,500

Rental Golf Carts

9 holes \$15 increase to \$17
18 holes \$20 increase to \$22

O'Halloran stated we have a very unique course with 3 blind holes and an unusual topography. We need to raise revenue without losing any golfers and his proposed fee increases will raise \$45,000-\$50,000. Brandes asked what the percentage of golfers was between resident and non-resident. O'Halloran stated it was 45% residents to 55% non-residents. Doerr thought the rates were still too low but thought it was a good starting place. Bracewell thought it was a 27% increase for the seniors and thought that was too much. Motion passed unanimously. O'Halloran moved and Doerr seconded increasing the Golf Cart Sticker fee by \$5.00. O'Halloran added we are still cheaper than neighboring communities

Council Meeting-February 21, 2024- continued

that have parking stickers. Motion passed 3-2 with O'Halloran, Doerr, Bracewell voting aye, Walder and Brandes voting nay.

- h. **Letters of Support for Short Term Rentals**-The Council received a letter from State Representative Joey Andrews asking for their support in backing the proposed short-term rental legislation that would allow the State to regulate local governments and communities. The Council discussed how this would benefit Grand Beach as we seem to have a good handle on our rentals and do not see the need for the far-reaching hand of the State wanting their share of our revenue. They agreed not to send letters of support.
- i. **Public Comment**- None
- j. **Correspondence** – Jim Bracewell said Frank Giglio wrote a very succinct letter about the proposed MDOT bike path and how it should be relocated to US 12 instead of forcing the railroad to put up a fence and Grand Beach to tear down their trees. He said it would also put pressure on MDOT to remove semi-truck traffic on US 12 as well. Safety should be their first priority.

Adjournment-There being no further business before the council, Brandes moved to adjourn at 5:50 pm; seconded by Doerr and passed unanimously.

Kimberly Wolnik
Clerk-Treasurer

checks paid After last Council meeting

11:57 AM

03/15/24

Village of Grand Beach-General Fund

Check Detail

February 23 through March 15, 2024

Date	Name	Account	Paid Amou...
03/07/2024	HORIZON BANK	000.015 - Cash - Horizo...	
		2100 · Payroll Liabilities	-15,420.44
TOTAL			-15,420.44
03/07/2024	Internal Revenue Service	000.015 - Cash - Horizo...	
		000.232 · Federal Withh...	-1,821.00
		000.231 · -Medicare	-296.66
		000.231 · -Medicare	-296.66
		000.230 · Social Security	-1,268.50
		000.230 · Social Security	-1,268.50
TOTAL			-4,951.32
02/28/2024	SABRINA MCCANCE	000.015 - Cash - Horizo...	
02/21/2024		215.709 · Wages-Casua...	-70.00
		265.709 · Wages- Casu...	-105.00
TOTAL			-175.00
02/28/2024	FIFTH THIRD BANK MASTERC...	000.015 - Cash - Horizo...	
02/18/2024		300.727 · Office Supplie...	-22.86
		300.727 · Office Supplie...	-82.98
TOTAL			-105.84
03/07/2024	ALERUS FINANCIAL	000.015 - Cash - Horizo...	
		2100 · Payroll Liabilities	-295.00
TOTAL			-295.00
03/07/2024	LAKE MICHIGAN CREDIT UNION	000.015 - Cash - Horizo...	
		000.237 · HSA Contribut...	-67.30
TOTAL			-67.30
03/12/2024	CLAIRE SULLIVAN	000.015 - Cash - Horizo...	
03/12/2024		721.818 · Contractual S...	-500.00
TOTAL			-500.00
03/13/2024	VILLAGE OF GRAND BEACH ...	000.015 - Cash - Horizo...	
02/29/2024		446.925 · Hydrant Rental	-833.33
TOTAL			-833.33
03/15/2024	BOB DABBS	000.015 - Cash - Horizo...	
03/01/2024		266.940 · Clothing Allow...	-188.71
TOTAL			-188.71

11:57 AM

03/15/24

Village of Grand Beach-General Fund
Check Detail
February 23 through March 15, 2024

Date	Name	Account	Paid Amou...
03/15/2024	DALE POWELL	000.015 - Cash - Horizo...	
02/10/2024		266.940 · Clothing Allow...	-144.30
TOTAL			-144.30
03/15/2024	FIFTH THIRD BANK MASTERC...	000.015 - Cash - Horizo...	
02/07/2024		266.727 · Office Supplies	-108.04
TOTAL			-108.04
03/15/2024	INDIANA MICHIGAN POWER	000.015 - Cash - Horizo...	
02/29/2024		446.921 · Street Lights	-650.17
TOTAL			-650.17
03/15/2024	LOWE'S	000.015 - Cash - Horizo...	
03/02/2024		691.778 · Repair and M...	-424.80
TOTAL			-424.80
03/15/2024	REPUBLIC SERVICES	000.015 - Cash - Horizo...	
02/29/2024		520.818 · Contractual S...	-6,953.00
TOTAL			-6,953.00
03/15/2024	SEMCO ENERGY	000.015 - Cash - Horizo...	
02/26/2024		266.920 · Utilities	-190.81
		265.920 · Utilities	-144.58
TOTAL			-335.39

12:10 PM
03/15/24

Village of Grand Beach - Water Fund
Check Detail
February 23 through March 15, 2024

Type	Num	Date	Name	Account	Paid Amou...
Check	au...	02/29/2	HORIZON B...	000.015 - Horizon C...	
				957.000 · Bank Servi...	-54.35
TOTAL					-54.35
Bill P...	7896	02/28/2	STATE OF M...	000.015 - Horizon C...	
TOTAL					0.00
Bill P...	7896	02/28/2	STATE OF M...	000.015 - Horizon C...	
Bill		02/28/2		950.000 · Schooling	-70.00
TOTAL					-70.00
Bill P...	7897	02/28/2	STATE OF M...	000.015 - Horizon C...	
Bill		02/28/2		950.000 · Schooling	-70.00
TOTAL					-70.00
Bill P...	7898	03/01/2	MI MUNICIPAL...	000.015 - Horizon C...	
Bill		01/10/2		865.000 · Insurance a...	-2,050.78
TOTAL					-2,050.78
Bill P...	7899	03/14/2	VILLAGE OF...	000.015 - Horizon C...	
TOTAL					0.00
Bill P...	7900	03/14/2	VILLAGE OF...	000.015 - Horizon C...	
Bill		02/29/2		702.000 · Wages - H...	-4,022.79
				707.000 · Wages - Ot...	-1,723.08
				706.000 · Wages - Cl...	-2,256.19
				862.000 · FICA	-496.13
				863.000 · Medicare	-116.03
				871.000 · Workers C...	-196.46
				852.000 · Hospitilization	-3,237.25
				855.000 · Life & Disa...	-138.11
				861.000 · Pension	-611.59
				870.870 · Holiday, Va...	-1,099.01
TOTAL					-13,896.64

12:10 PM
03/15/24

Village of Grand Beach - Water Fund
Check Detail
February 23 through March 15, 2024

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amou...</u>
Bill P...	7901	03/15/2	SEMCO ENE...	000.015 - Horizon C...	
Bill		02/26/2		920.000 · Utilities	-94.76
TOTAL					-94.76

12:22 PM
03/15/24

Village of Grand Beach-Golf Fund
Check Detail
February 23 through March 15, 2024

Date	Name	Account	Paid Amou...
02/29/2024	HORIZON BANK	000.015 - Horizon Bank Checki...	
		000.960 · Credit Card Use Fees	-30.00
		000.730 · Point of Sale Software...	-59.00
			<u>-89.00</u>
TOTAL			
03/01/2024	MI MUNICIPAL LEAGUE LIABILITY	000.015 - Horizon Bank Checki...	
01/10/2024		000.865 · Insurance & Bonds	-2,782.93
TOTAL			<u>-2,782.93</u>
03/13/2024	Village of Grand Beach - General Fund	000.015 - Horizon Bank Checki...	
02/29/2024		000.706 · Wages - Clerical	-1,656.60
		000.862 · FICA	-102.71
		000.863 · Medicare Expense	-24.02
		000.760 · Building Rent	-150.00
		000.867 · Workmans Compensa...	-6.30
		000.852 · Hospitilization	-553.29
		000.855 · Life & Disability Insura...	-34.97
		000.861 · Pension	-120.84
		000.866 · Holiday, Vacation and ...	-141.58
			<u>-2,790.31</u>
TOTAL			
03/15/2024	Petty Cash	000.015 - Horizon Bank Checki...	
03/14/2024		000.018 · Petty Cash Account-C...	-1,200.00
TOTAL			<u>-1,200.00</u>
03/15/2024	SEMCO ENERGY	000.015 - Horizon Bank Checki...	
02/26/2024		000.920 · Utilities	-117.57
TOTAL			<u>-117.57</u>

Village of Grand Beach - Building Inspection Fund
Check Detail

February 23 through March 15, 2024

Type	Date	Num	Name	Account	Paid Amount
Bill Pmt ...	03/01/2024	5872	MI MUNICIPAL LEA...	000.015 · Horizon Checking	-867.00
Bill	01/10/2024			000.865 · Insurance & Bonds	-867.00
TOTAL					
Bill Pmt ...	03/13/2024	5873	VILLAGE OF GRAN...	000.015 · Horizon Checking	0.00
TOTAL					
Bill Pmt ...	03/14/2024	5874	VILLAGE OF GRAN...	000.015 · Horizon Checking	-3,654.72
Bill	02/29/2024			000.702 · Bldg. Insp. & Offici...	-226.59
				000.862 · FICA	-52.99
				000.863 · Medicare Expense	-22.29
				000.871 · Workers Compens...	-833.33
				000.520 · Building Rent	
TOTAL					-4,789.92

Village of Grand Beach - Major Street Fund
Check Detail
February 23 through March 15, 2024

Date	Name	Account	Paid Amount
03/01/2024	MICHIGAN MUNICIPAL LEAGUE LIAB...	000.015 · Horizon - Checking	-146.47
01/10/2024		215.865 · Insurance & Bonds	-146.47
TOTAL			
03/13/2024	Village of Grand Beach - General Fund	000.015 · Horizon - Checking	
02/29/2024		463.707 · Maint Wages-Other	-1,236.64
		215.706 · Wages - Clerical	-32.97
		463.710 · Routine Maintenance-FICA	-78.72
		463.711 · Routine Maintenance-Medic...	-17.93
		463.943 · Equipment Rental	-147.24
		463.852 · Routine Maintenance Health...	-630.94
		463.855 · Routine Life & Disability Ins.	-22.26
		463.712 · Pension	-95.92
		463.713 · Vacation, Holiday & Sick Pay	-157.76
		215.865 · Insurance & Bonds	-81.62
TOTAL			-2,502.00

12:32 PM
03/15/24

Village of Grand Beach - Local Streets Fund
Check Detail
February 23 through March 15, 2024

Type	Num	Date	Name	Account	Paid Amou...
Bill Pmt...	5689	03/01/2024	MICHIGAN MUNICI...	000.015 · Horizon Chec...	
Bill		01/10/2024		215.865 · Insurance & B...	-146.47
TOTAL					-146.47
Bill Pmt...	5690	03/13/2024	Village of Grand Be...	000.015 · Horizon Chec...	
Bill		02/29/2024		463.707 · Wages - Other	-1,745.68
				215.706 · Wages - Clerical	-32.97
				463.710 · Routine Mainte...	-110.28
				463.711 · Routine Mainte...	-25.79
				463.852 · Routine Health...	-891.69
				463.855 · Routine Life & ...	-31.01
				463.712 · Pension	-134.59
				463.713 · Vacation, Holid...	-224.12
				215.865 · Insurance & B...	-115.17
TOTAL					-3,311.30

RECEIVED

VILLAGE OF GRAND BEACH HALL USE CONTRACT

Please complete the following form, sign and initial appropriate pages and return it along with a check in the proper amount for rental and security deposit (one check) made payable to "Village of Grand Beach".

Once the Village Council approves this reservation, it will be entered onto the calendar. You must have written Social Club approval from Memorial Day to Labor Day prior to Council consideration. The council meets on the third Wednesday of each month.

If the Hall Use Contract is not filled out completely, the hall rental will not be considered by the council.

Name: Lisa Dodge

Organization: _____

Local Address _____

Local Phone Number: _____ Home or Cell Phone Number: _____

Date of Party: June 2, 2024 Number of Guests: 45

Reservation Time: 7:30 AM. Termination Time: 1:00 pm

Type of Party: Graduation Rental Amount: 250.00

Rental Charges are as follows:

- Please check one:
- Residents only - 50 guests or less: \$250.00
 - Residents only - More than 50 guests: \$300.00
 - Schools, charitable events or fund raisers: \$400.00
 - Non-residents with a residential sponsor: \$680.00
 - Security Deposit: \$100.00
- Total charge including security deposit: \$ 350.00

Residency Sponsor _____ Grand Beach Address _____ Date 3-3-24

_____ Key Deposit Refund Check# _____ Date _____
Council Approval Date

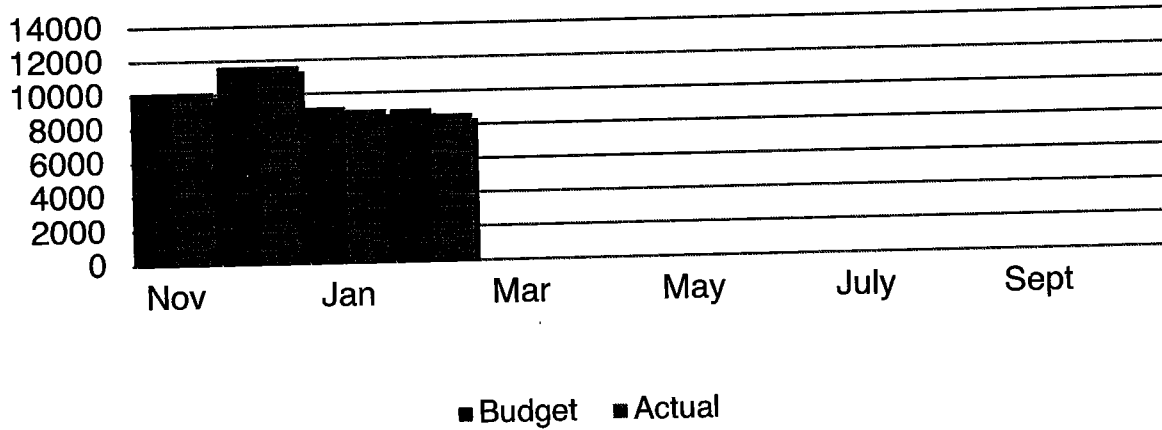
Social Club Approval: YES _____ NO _____ N/A _____

L Renter's Initials

_____ Sponsor's Initials

Village Hall Rental Rates

	<u>Current</u>	<u>Proposed</u>
Resident <50 guests	\$250	\$300
Resident >50 guests	\$300	\$400
Non-Resident with a resident sponsor	\$680	\$800
School/Charity	\$400	\$400
Cleaning Deposit	\$100	\$250



March 20, 2024

Dear Grand Beach Council,

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

Financial

Year to date we are \$648 under budget.

Course News & Conditions

- Snowmobile stakes and signs have been removed.
- Spring cleanup of the golf course began this week.
- Winter equipment maintenance and repair is complete.

SUPERINTENDENT'S REPORT

March 13, 2024

HALL - GROUNDS - MAINTENANCE GARAGE

Cleaned Maintenance garage.
Removed garbage cans from street sides.

STREETS - PARKS - BEACHES

Weekly Brush and Bag Pickup.
Cleaned out storm drains.
Repaired potholes on major and local streets with asphalt patch.
Cleaned up garbage along roadsides.
Removed leaves from playground and tennis courts.
Returned Beach stairs at Walnut Easement.

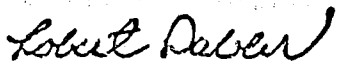
WATER DEPARTMENT

Sampled water February 28, 2024 and took to New Buffalo water treatment plant for analysis.
Submitted monthly reports for February readings to State of Michigan on March 10, 2024.
Installed water service at 45303 Fairway Dr. New home.

EQUIPMENT

Service, Oil and grease equipment.

Respectfully Submitted



Robert Dabbs
Superintendent

Grand Beach/Michiana Police Offense Summary

Occurred 2/1/2024 - 2/29/2024

Offense	Total Offenses
2501 - 25000 - Forgery of Checks	1
73001 - 7300 - Ordinance Violation	1
8178 - 54003 - Traffic - Fleeing/Eluding Police (Felony)	1
8940 - 89004 - Warrants - Corporate Summons	1
98007 - 9944 - Open Door on Residence	3
9942 - 98006 - Inspections/Investigations - Family Trouble	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	4
9953 - 99008 - Miscellaneous - General Assistance	8
9954 - 99008 - Miscellaneous - Assist to Fire Department	1
9954 - 99009 - Miscellaneous - Non-Criminal	1
9955 - 99008 - Miscellaneous - Assist to EMS	1
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	2
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	1
Total	26

Village of Grand Beach - Monthly Building Inspection Report

VILLAGE OF GRAND BEACH MONTHLY BUILDING INSPECTION REPORT

Mar-24

Permit No	Address	Owner	Description of Work	Est. Cost Sq. Ft.	EGLE Permit		GB Permit		Start Date		Completion		Visits		Inspection Sign-offs	
					Appl Date	Appl Date	Appl Date	Appl Date	Original	Original	Date	Date	Last Date	Last	Next	
2021-30	Dwarakanathan	New Home		900,000	NA	NA	5/5/2021	6/16/2021	11/2021	3/11/2024	4/12/2023	Final				
2021-47	Brown	New Home		640,080	NA	NA	9/14/2021	9/15/2021	12/2021	workers on site	10/20/2023	Insulation				Final
45322 Fairway Ln	New Home			2,820	NA	NA	8/26/2021	9/15/2021	12/2021	Temp C/O	3/5/2024	Text with owner				Temp C/O
2021-50	Armstrong	New Modular Home		289,789	7/23/2021	8/26/2021	9/22/2021	9/29/2021	12/2021	Blower test fall 2nd	12/14/2023	2/20/2024	spoke to owner			Final
48107 Walnut St	Gaba	New Home		3,200,000	5/6/2021	10/8/2021	9/29/2021	10/8/2021	12/2021	Final C/O	10/21/2022	Insulation				Final C/O
2021-59	Morris	New Home		500,000	8/23/2021	12/22/2021	12/29/2021	12/29/2021	1/2022	septic install	12/13/2023	3/5/2024	texting Justin			Final
51315 E. Arnold	Zalanskas	New Home		550,000	NA	NA	1/19/2022	2/23/2022	1/2022	workers on site	3/1/2024	Insulation				Final
50262 Golfview	New Home			3,123	NA	NA	3/24/2022	3/31/2022	3/2022	no activity	2/14/2024	Insulation				Final
46221 Crescent Ln	Turnkey Estates	New Home		480,000	NA	NA	4/19/2022	5/11/2022	6/2022	spoke to owner	3/13/2024	Insulation insp				Final
45318 Fairway Dr	Puskunigis	New Home		430,000	NA	NA	4/12/2022	5/20/2022	5/2022	workers on site	3/13/2024	Insulation insp				Final
2022-415	Disabato	New Home		960,000	NA	NA	5/11/2022	7/12/2022	6/2022	workers on site	3/13/2024	Insulation insp				Final
51220 Main	Karazin	New Home		600,000	NA	NA	7/12/2022	8/1/2022	8/2022	workers on site	3/13/2024	Insulation insp				Final
45312 Fairway Dr	Muentzer	New Home		800,000	NA	NA	8/1/2022	8/1/2022	8/2022	insulation insp	3/13/2024	Walls & Steel				Framing
2022-35	New Home			3,400	NA	NA	8/16/2022	8/18/2022	8/2022	workers on site	3/13/2024	Insulation insp				Final
51224 Main	Swords	New Home		2,000,000	NA	NA	7/31/2024	3/7/2024	2/29/2024	workers on site	2/29/2024	met with Billy				Final
45304 Putters Dr	Ehrnwehman	New Home		800,000	8/4/2021	8/30/2022	8/10/2022	8/10/2022	8/2022	set windows	3/11/2024	Insulation insp				Final
2022-43	New Home			5,006	NA	NA	3/2/2023	3/10/2023	3/22/2023	no activity	9/20/2023	Insulation insp				Framing
49031 SkyHI	Vondrasek	Home		2,400	NA	NA	3/17/2023	3/17/2023	3/29/2023	workers on site	10/10/2023	5/4/2023	walls up			Final
2023-10	Larkin	Home		640,000	NA	NA	3/17/2023	3/17/2023	3/29/2023	workers on site	10/10/2023	5/4/2023	walls up			Final
45310 Fairway	Puskunigis	Pool and Fence		60,000	NA	NA	3/17/2023	3/17/2023	3/29/2023	workers on site	10/10/2023	5/4/2023	walls up			Final
45316 Fairway	Puskunigis	Pool and Fence		60,000	NA	NA	3/17/2023	3/17/2023	3/29/2023	workers on site	10/10/2023	5/4/2023	walls up			Final
2023-12	Awdisho	re-model		190,600	NA	NA	4/11/2023	4/15/2023	6/2/2023	workers on site	3/13/2024	Insulation insp				Final
47288 Perkins	Fox	Home		1,200,000	NA	NA	4/11/2023	4/15/2023	6/2/2023	workers on site	3/13/2024	Insulation insp				Final
2023-20	Home			3,100	NA	NA	4/11/2023	4/15/2023	6/2/2023	workers on site	3/13/2024	Insulation insp				Final

Village of Grand Beach - Monthly Building Inspection Report

Permit No	Address	Owner	Description of Work	Est. Cost Sq. Ft.	EGLE Permit		Start Date	Completion		Visits	Inspection Sign-offs	
					Appl Date	GB Permit Appl Date		Original Date	Original Date		Last Date	Last
2023-21	51220 Main Dr	Disabato	Pool	\$ 120,000	NA	4/11/2023	Jul-23			7/10/2023	pool set	
2023-22	51220 Main Dr	Swords	Swords	\$ 105,000	NA	4/12/2023	8/7/2023			8/23/2023	pool installed	8/8/2023
45304 Putters Dr		Pool	Pool	\$ 67,000	NA	4/13/2023	Oct-23			11/22/2023	footing insp	10/25/2023
2023-36	45312 Fairway Dr	Karazim	Pool	\$ 225,000	NA	6/12/2023				3/8/2024	Flatwork Insp	Footling Insp
2023-41	45105 Whitewood	Galvin	Garage	\$ 1,100,000	NA	6/28/2023	Jul-23			3/13/2024	Final	10/10/2023
2023-45	45312 Putters	Stack	Home	\$ 4,156	NA	7/11/2023				3/13/2024	workers on site	framing inspection
2023-52	51380 Robin Ln	Main	Home	\$ 1,295,000	NA	8/15/2023	Sep-23			3/13/2024	workers on site	8/28/2023
2023-55	52001 Lake Park Dr	Nicolai	Home	\$ 117,400	N/A	8/29/2023				3/13/2024	workers on site	poured wall & steel
45314 Fairway Dr		Stryker	Pool	\$ 1,000,050	2/2/2024	9/1/2023	Mar-24			3/4/2024	Mat delivered	10/27/2023
2023-57	45314 Fairway Dr	Home	Home	\$ 2,950	N/A	3/4/2024				signed permit	no activity	11/1/2023
2023-58	45304 Putters Lane	Swords	Retaining wall,pavers	\$ 50,000	N/A	9/20/2023				3/13/2024	workers on site	Needs fence
2023-60	45311 Putters Ln	Moles	swim spa	\$ 26,700	N/A	9/20/2023	TBD			3/8/2024	workers on site	10/5/2023
2023-63	50114 W Arnold	Mauro	workout room/Addition	\$ 350,000	N/A	9/25/2023	24-May			3/11/2024	spoke to owner	10/20/2023
2023-70	48007 Ridge Rd	Liebenritt	roof,deck,railing	\$ 100,000	N/A	9/25/2023	Sep-23			3/1/2024	workers on site	Footling insp
2023-74	45310 Fairway Dr	Larkin	Pool	\$ 71,000	N/A	10/5/2023				final	final	11/8/2023
2023-75	45322 Fairway Dr	Brown	Spa/patio	\$ 75,000	N/A	10/31/2023	TBD			3/13/2024	no activity	Mat onsite
2023-76	51230 E Arnold Dr	Kagan	Deck repl	\$ 32,000	N/A	10/19/2023				3/13/2024	3/5/2024	11/29/2023
2023-77	47238 Perkins Blvd	Acc structure	Acc structure	\$ 500	N/A	10/20/2023	TBD			no activity	Insulation insp	Site visit
2023-79	51105 Main Dr	Megalis	Roof	\$ 37,905	N/A	10/27/2023				3/6/2024	completed	3/4/2024
2023-81	45315 Putters Ln	Regole	Pool	\$ 327,130	N/A	11/16/2023	12/5/2023			2/15/2024	Ice & water insp	2/12/2024
				\$ 1,056		12/4/2023				insp rebar	met contractor	

VILLAGE OF GRAND BEACH

COUNTY OF BERRIEN

STATE OF MICHIGAN

AN ORDINANCE TO AMEND ORDINANCE 2006-01 TO ADDRESS UPDATED FLOODPLAIN MANAGEMENT MAPS, EFFECTIVE APRIL 25, 2024.

The Village of Grand Beach ordains:

Section 1. Section 3 of Ordinance 2006-01 is hereby deleted in its entirety, with the following adopted in its place and stead:

Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Flood Insurance Study for Berrien County, All Jurisdictions", effective April 25, 2024" and Flood Insurance Rate Map (FIRM) panels contained on Index Panel 26021CINDOB, Effective April 25, 2024, and are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

Section 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 3. PUBLICATION. This ordinance shall be effective on April 25, 2024, after legal publication and in accordance with the provisions of the Act governing same.

AYES: _____

NAYS: _____

ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

KIMBERLY WOLNIK, Clerk

CERTIFICATION

I, KIMBERLY WOLNIK, duly appointed Village Clerk in and for the Village of Grand Beach, County of Berrien, State of Michigan, do certify that the foregoing Ordinance is a true and exact copy of an Ordinance adopted by the Village Council during its regular meeting, held February 21, 2024, and that public notice of said meeting was given pursuant to the Michigan Open Meetings Act, as amended.

KIMBERLY WOLNIK, Clerk



5744 Cleveland Ave, Stevensville, Mi 49127

Quote TSMQ2565

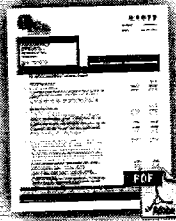
Valid through March 5, 2024 @ 11:59 pm

Prepared For:

Village of Grand Beach
 Kimberly Wolnik
 Phone: 269-469-3141
 48200 Perkins Blvd
 New Buffalo, MI 49117
 clerk@grandbeach.org

Prepared By:

Peter A Kramp
 Founder & CEO
 Phone: 269.277.8103
 Fax:
 Email: peter@needthetech.com



Below is the interactive version of the quote, you can choose options and see the quote totals.

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
Ala Carte Security/Backup Software & Services				
Annual Pay Services				\$228.00
1	Current Annual Services		\$228.00	\$228.00
	(Qty 12) - SonicWall Hosted Email Security Advanced + Dynamic Support 24X7 - Subscription License - 1 User - 1 Year - Price Level (5-24) License - Volume *1 license is required for each unique user or mailbox, whichever is higher. Licenses are not required for forwarders or distribution lists.		\$19.00	\$228.00
Monthly Pay Services				\$220.02
1	Current Monthly Services		\$166.20	\$166.20
	(Qty 1) - Security as a Service: SonicWall TZ370 Network Security/Firewall Appliance - Advanced Edition - Monthly, 24 Month Commitment - NET CHANGE FROM CURRENT FIREWALL -\$2.80/mo		\$100.20	\$100.20
	(Qty 2) - ESET Protect Advanced - Advanced Endpoint protection with zero day cloud integration and options for disk encryption when you are ready		\$5.00	\$10.00
	(Qty 5) - Blackpoint Cyber EDR - monthly - per endpoint (5 seat minimum)		\$11.20	\$56.00
	(Qty 4) - Network as a Service Subscription - Access Point		\$16.00	\$64.00
1	Proposed New Monthly Software and Services - Quantities are flexible if you need to adjust before approval. (The proposed service changes raise the cost a small amount, but also a 3rd workstation/user is being added to them. For a more direct pricing comparison, you may change the quantities back to 2 and update the quote.)		\$119.82	\$119.82
3	Security Awareness Training + Dark Web Monitoring - Monthly		\$3.00	\$9.00

3	Huntress Security (endpoint protection) - Monthly	\$6.50	\$19.50
3	Axcient Cloud Backup Unlimited - Workstation - Monthly This is a monthly recurring service - 30 days advanced notice of cancellation is required.	\$12.54	\$37.62
3	Password management and includes BreachWatch, Secure Storage, Reporting, Alerts, Dark Web checks & personal accounts - Monthly	\$8.40	\$25.20
3	Zero Trust software management - Monthly	\$9.50	\$28.50
1	Proposed Terminated Monthly Services (some overlap may occur)	-\$66.00	-\$66.00
	(Qty -2) - ESET Protect Advanced - Advanced Endpoint protection with zero day cloud integration and options for disk encryption when you are ready - CAN BE CANCELLED ANY TIME WITH 30 DAYS NOTICE	\$5.00	-\$10.00
	(Qty -5) - Blackpoint Cyber EDR - monthly - per endpoint (5 seat minimum) - CANNOT BE CANCELLED UNTIL THE END OF OCTOBER	\$11.20	-\$56.00

*All 3rd Party Software and Services subject to mid-year price increases by the manufacturer

SubTotal: \$448.02

Shipping: \$0.00

Sales Tax: \$0.00

Total: \$448.02

**Plus \$284.02 Monthly (incl tax)
Plus \$228.00 Annually (incl tax)**

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 67.165.170.181

PO Number
(Optional: Enter PO Number as your reference only.)

Comments

Email Address clerk@grandbeach.org

Printed Name

Signature
"signatures" could include: /john smith/; /js/; /js123/, etc

[Click to Accept](#)

Uploads Area

Have Questions?

Not Ready To Accept? Have Questions?



5744 Cleveland Ave, Stevensville, Mi 49127

Quote TSMQ2567

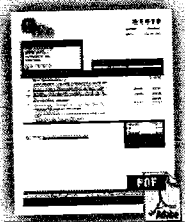
Valid through March 5, 2024 @ 10:03 am

Prepared For:

Village of Grand Beach
 Kimberly Wolnik
 Phone: 269-469-3141
 48200 Perkins Blvd
 New Buffalo, MI 49117
 clerk@grandbeach.org

Prepared By:

Peter A Kramp
 Founder & CEO
 Phone: 269.277.8103
 Fax:
 Email: peter@needthetech.com



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Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
Recurring Costs (Annual)				\$1,020.00
*We don't have access to your GoDaddy purchases, but based on their standard renewal pricing listed, the annual cost for the 12 mailboxes (email only, no applications, bundled with their own security products) would be \$1,174.56/year				
2	Microsoft 365 Business Standard (Includes email and Desktop Office Applications - Word, Excel, Outlook, Powerpoint) - Per User - Per Year		\$150.00	\$300.00
10	Microsoft 365 Business Basic (Includes email and Web Apps only) - Per User - Per Year		\$72.00	\$720.00
One Time Costs - Estimated				\$260.00
1	Estimated Labor - Actual labor to be invoiced upon completion		\$260.00	\$260.00
<ul style="list-style-type: none"> - Disconnect O365 eMail tenant from Godaddy - Convert to new licenses - Install new MS office on office computers and configure Outlook as needed - Re-Configure Hosted Email Security as needed - Assist with password changes as required 				
SubTotal:			\$1,280.00	
Shipping:			\$0.00	
Sales Tax:			\$0.00	
Total:			\$1,280.00	
Plus \$1,020.00 Annually (incl tax)				

Ready to Accept?

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IP Address 67.165.170.181

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Email Address clerk@grandbeach.org

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"signatures" could include: /john smith/; /js/; /js123/, etc

Uploads Area

Have Questions?

Not Ready To Accept? Have Questions?

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Eastern Standard Time UTC-05:00

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5744 Cleveland Ave, Stevensville, Mi 49127

Quote TSMQ2575

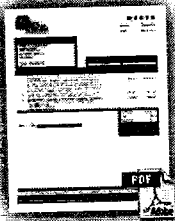
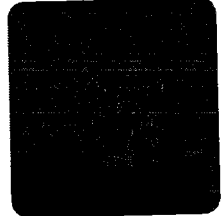
Valid through March 18, 2024 @ 1:46 pm

Prepared For:

Village of Grand Beach
 Kimberly Wolnik
 Phone: 269-469-3141
 48200 Perkins Blvd
 New Buffalo, MI 49117
 clerk@grandbeach.org

Prepared By:

Peter A Kramp
 Founder & CEO
 Phone: 269.277.8103
 Fax:
 Email: peter@needthetech.com



Below is the interactive version of the quote, you can choose options and see the quote totals.

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
	Replacement computer(s) (no MS Office - to be purchased through M365 users as necessary)			
2	Desktop Computer - AMD Ryzen 7 PRO 5750GE Octa-core (8 Core) 3.20 GHz - 16 GB RAM DDR4 SDRAM - 512 GB NVMe M.2 PCI Express PCI Express NVMe SSD - Tiny - Black - AMD PRO 500 chipset Chip - Windows 11 Pro 64-bit - AMD Radeon Graphics DDR4 SDRAM - English Keyboard - IEEE 802.11ac - 65 W		\$955.95	\$1,911.90
2	UPS Systems - 850VA/510W, 120 VAC, NEMA 5-15P, Mini-Tower, 9 Outlets, LCD, PowerPanel® Personal, \$250000 CEG, 3YR Warranty		\$155.75	\$311.50
5	Estimated Labor - Actual time to be billed upon completion. (actual time will be dependent on the amount and speed of any data transfer) - New Machine Prep - New Machine Installation - Data transfer as needed		\$120.00	\$600.00

SubTotal: \$2,823.40
Shipping: \$0.00
Sales Tax: \$0.00
Total: \$2,823.40
Deposit Required: \$2,223.40

Ready to Accept?

Order Confirmation

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(Optional: Enter PO Number as your reference only.)

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Have Questions?

Not Ready To Accept? Have Questions?

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No questions posted yet.

Time expressed in Eastern Standard Time UTC-05:00

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February 21, 2024



Municipal Account Contract Pricing

Village of Grand Beach

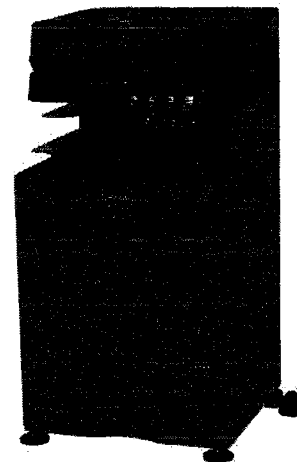
Prepared By



FULL-SIZE | WORKGROUP

SHARP. ESSENTIAL Series Document Systems

- COPY | PRINT | SCAN | EMAIL: **BLACK & WHITE, COLOR**
- 10.1" WVGA Color Customizable Touchscreen
- 100-Sheet Reversing Document Feeder
- Auto Duplexing
- Serverless Print Release
- Firmware Attack Prevention & Self Recovery
- System Integrity Check at startup
- USB 2.0/3.0, Gigabit LAN, USB 2.0 Host
- PCL6 Print Controller and Microsoft Universal Print
- Up to 1200 x 1200 dpi print resolution
- 5-GB RAM; 128-GB Solid State HDD
- 2 x 550-sheet adjustable paper drawers; 1 x 100-sheet multi-purpose tray
- My Sharp™ custom 24-7 online training web page
- FREE removal and e-cycling of existing imaging systems



Pictured as quoted

PURCHASE ~ OR ~ LEASE-TO-OWN

	<u>Price</u>	<u>36-Months</u>	<u>48-Months</u>
BP-50M26 – 26 pages-per-minute BLACK & WHITE	\$ 4,373.00	\$ 146.93/mo	\$ 116.32/mo
BP-50C26 – 26 pages-per-minute COLOR	\$ 4,795.50	\$ 161.13/mo	\$ 127.56/mo

**\$1 Purchase Option Lease; NO penalty early payoff; 11.5% APR*

AVAILABLE UPGRADES:

	<i>included</i>	<i>included</i>	<i>included</i>
Fax Expansion Kit	<i>included</i>	<i>included</i>	<i>included</i>
2 nd 550-Sheet Paper Drawer	<i>included</i>	<i>included</i>	<i>included</i>
Compact Inner Stapling Finisher	<u>add</u> \$ 627.00	\$ 21.07/mo	\$ 16.68/mo
Wireless + Mobile Printing + AirPrint Kit	<u>add</u> \$ 256.00	\$ 8.60/mo	\$ 6.81/mo

SERVICE AND SUPPLIES

Maintenance Agreement

BLACK & WHITE \$ 0.0065 / page
COLOR \$ 0.065 / page

- Month-to-month contract based on actual usage
- NOT included in lease payment; Invoiced by Parrett Company
- NO minimum requirements
- INCLUDES: On-site repairs, parts, labor, all toners & waste containers plus spare set, drums, developer, Preventative Maintenance, trip charges, available service loaner.
- Full IT support for connected Sharp device
- 3-Year Sourcewell/Sharp Performance Guarantee

Kelsey Miller
W5957 Cloverdale RD
Owen, WI 54460
(715) 600-1456

Grand Beach Website Initial Proposal

Feb 20th, 2024

PROJECT OVERVIEW

Rebuild the Village of Grand Beach website, creating a separate site for the golf course, in an easy-to-use webtool which will allow for easy in-house support.

- Maintain and improve modern appearance using modern, responsive, and secure web techniques
- Provide a CMS (content management system) interface such that Grand Beach staff can easily make content updates without needing extensive web knowledge.
- Implement all above features on a secure and flexible platform so that future upgrades/updates can be completed either in-house or by nearly any web contractor.

Who Am I?

Your clerk, Kim, reached out for a proposal for this project. I built the the Chikaming Township site and handed it over to her some odd years ago.

My career in web-development grew unintentionally from a drive to demystify websites and empower people to manage their own sites in-house. I use Squarespace, a tool which makes maintenance very intuitive for non-programmers. It offers a solid support staff, an online tutorial library, and a marketplace for hiring freelance developers should you need additional help.

I build and completely hand over a site, provide training resources, and answer questions or fix issues that pop up within the first year post-launch. After that, I am largely out of the picture. This business model may make me very hit-or-miss; what the site grows into is very much in your hands. I try to make myself available for refreshes or emergencies, but am quite busy these days. However, you would always have access to Squarespace's 24/7 Support Team, or one of the many other developers available via the Squarespace Marketplace, Freelancer, etc.

This may sound intimidating if you haven't managed a site before. However, I hope Kim can attest to this being a very achievable goal for a township.

Micro-portfolio

A few of the sites I have built in the past -

<https://www.ocirtech.com/> <https://www.protectourtownships.org/>
<https://www.chikamingtownship.org/> <https://schiffercorporation.com/>

The Pitch-

We could talk through and formalize any changes needed from the current site, or any crucial design goals. *Then, I would build a 5-to-10 page demo site, no strings attached.*

If your township approves, we could move forward and formalize a contract. If not, no harm done. My goal is always to make sure my clients are confident with their sites.

Rough Project Cost Analysis

Immediate Cost Estimate

Site Development: Approx. \$5000

This estimate is based on the current site and is feature dependent.

SquareSpace Site Hosting: \$192-\$280 (Annual)

The site hosting fee is a recurring fee which is paid directly to SquareSpace. It also includes SSL certificates, unlimited bandwidth, and 24/7 SquareSpace customer Support. Exact pricing depends on what level of features your site needs

Total Initial Estimate: \$5192 - \$5280

Future Costs Estimate - \$192-280 (annual)

SquareSpace Site Hosting: \$192-\$280(annual)

The first year's fee is covered in the immediate costs above. This fee would be automatically charged to your group each following year by Squarespace.

Domain Renewal: Your web domain needs to be renewed yearly with whichever registrar you choose.

Email Services: Provided separately, not included within my services.



March 11, 2024

Village of Grand Beach
48200 Perkins Boulevard
Grand Beach, MI 49117

Attention: Mr. Harry Walder, Village President

RE: PROPOSAL FOR PASER RATINGS - 2024

Dear Harry:

Wightman is a full-service consulting firm that exists to serve people and the communities we live in. Our dynamic team of over 200+ professionals works to analyze, advise, design, and deliver successful projects in partnership with governments, businesses, and institutions in our communities. Becoming trusted advisors and true partners guides our actions.

Section I – Project Goals

Wightman appreciates the opportunity to submit this proposal to complete Pavement Surface Evaluation and Rating (PASER) assessments for the Village's public road network. PASER is a method of roadway condition assessment that assigns a value of 1-10 to each roadway segment. The Villages's network includes 11.73 centerline miles of roadways according to the latest approved Act 51 map. These PASER assessments will serve as the basis and first step for further street improvement planning within the Village of Grand Beach.

Section II – Scope of Services

In order to complete the condition assessment Wightman will provide the following services:

- 1) Setup a database within the Roadsoft software program for Village streets.
- 2) Provide one PASER certified staff member to collect road surface type and condition data.
- 3) Process the condition data and provide a 24"x36" pdf map of Village roads with conditions overlaid.
- 4) Assist the Village in requesting reimbursement through SWMPC for completing the ratings. Actual reimbursement amount will be based on available funds.

It is assumed the Village will provide a vehicle with flashing lights and a driver to assist with the roadway assessments. We anticipate three (3) hours onsite to complete the assessments. Following completion of the condition assessments Wightman can work with the Village to determine the next steps required to develop a comprehensive streets improvements plan.

Section III - Fees

We propose to complete the above Scope of Services for a fixed fee of \$3,520. If the Village is unable to provide a driver and vehicle Wightman can provide one for an additional \$500.

Section IV – Schedule

Per TAMC requirements, we can begin collecting ratings on April 1, 2024, weather dependent. The data collection will be completed on or before May 1, 2024 pending coordination with the Village to provide a vehicle and driver. Once the ratings are completed we will provide the condition map and reimbursement forms within two (2) weeks.

Serving the Great Lakes Region with offices in Michigan and Indiana

gowightman.com



Standard Terms and Conditions

Updated 2/12/2024

1. **Agreement.** Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. **Authorization.** Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. **Standard of Care.** The Consultant's standard of care for the purposes of this Agreement shall be consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. **Terms of Payment/Late Payment Actions/Fees.** Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. **Scope of Services/Additional Services/Changes.** If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately, and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's then-standard hourly rate, and all of Consultant's reimbursable expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. **Hidden Conditions.** Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. **Betterment.** If, due to Consultant's negligence, error or omission, a required item or component of the project is not provided in the Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. **Opinions of Cost.** Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. **Code Interpretations.** The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. **Use of Drawings, Specifications, and Other Documents.** The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. **Retaining Records.** Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. **Insurance Coverage.** Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. **Limitations/Exclusions.** Client agrees that Consultant's and Consultant's subconsultants' total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. **The Law/Suspension/Termination/Non-Severability.** All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. **Indemnity.** Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this



W+ WIGHTMAN
it's all about people

Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.

16. **Force Majeure Clause.** Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").
17. **Certificate of Merit Requirement.** Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. **Jurisdiction and Venue.** Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. **Termination.** Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.
20. **Billing Rates.** Below are Consultant's applicable hourly fees, which are subject to change at Consultant's sole discretion upon written notice to Client.*

Principal	\$250.00/hour
Licensed Staff VII	\$225.00/hour
Licensed Staff VI	\$210.00/hour
Licensed Staff V	\$190.00/hour
Licensed Staff IV.	\$175.00/hour
Licensed Staff III..	\$155.00/hour
Licensed Staff II.	\$140.00/hour
Licensed Staff I.....	\$125.00/hour
Professional Staff VII	\$200.00/hour
Professional Staff VI	\$175.00/hour
Professional Staff V	\$150.00/hour
Professional Staff IV	\$135.00/hour
Professional Staff III	\$115.00/hour
Professional Staff II	\$100.00/hour
Professional Staff I	\$90.00/hour
Technician VI	\$120.00/hour

Technician V	\$110.00/hour
Technician IV	\$100.00/hour
Technician III	\$90.00/hour
Technician II	\$80.00/hour
Technician I	\$75.00/hour
Administrative	\$195.00/hour
3-Person Survey Crew	\$170.00/hour
2-Person Survey Crew	\$140.00/hour
1-Person Survey Crew	\$210.00/hour
3-Person Survey Crew (Construction Staking)	\$185.00/hour
2-Person Survey Crew (Construction Staking)	\$155.00/hour
1-Person Survey Crew (Construction Staking)	\$400.00/hour
Expert Witness/Testimony	\$150.00/hour
Drone Pilot/Technician	\$150.00/hour
High-Definition Laser Scanning Technician	\$150.00/hour
High-Definition Laser Scanner Fee	\$150.00/hour
Aerial Drone Equipment.....	\$150.00/hour

21. **Reimbursable Expenses.*** Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies
 - 8 ½ x 11 \$0.19/sheet
 - 8 ½ x 14 \$0.19/sheet
 - 11 x 17 \$0.19/sheet
- Color Prints/Copies
 - 8 ½ x 11 \$0.85/sheet
 - 8 ½ x 14 \$0.85/sheet
 - 11 x 17 \$1.25/sheet
- Black & White Plots
 - 12 x 18 \$1.50/sheet
 - 18 x 24 \$2.75/sheet
 - 24 x 36 \$5.00/sheet
 - 30 x 42+ \$7.50/sheet
- Color Plots
 - 12 x 18 \$9.00/sheet
 - 18 x 24 \$18.00/sheet
 - 24 x 36 \$30.00/sheet
 - 30 x 42+ \$42.00/sheet

*Rates subject to change.

Mr. Harry Walder, Village President
3/11/2024
Page 2

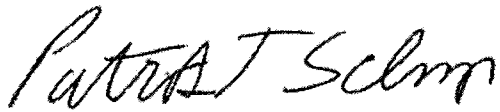
Section V – Terms and Conditions

Our standard terms and conditions are attached.

We are extremely excited by the opportunity to partner with you on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office.

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

Very truly yours,



Patrick Schwyn, P.E., Project Manager
pschwyn@gowightman.com
(269) 930-3743



Jason Edwards, P.E., Principal
jedwards@gowightman.com
(616) 430-7156

This proposal is approved and accepted by:

By: _____
Signature

Date: _____

By: _____
Printed Name

Title: _____

Client/Company Name and Address (Billing)

Michigan Act 51 Agency Application for Reimbursement

Collection of Roadway Surface Data - Non- Federal Aid Roads Only

Act 51 Agency Name	
Contact Person	
Email	
Phone Number	

Collection of Data

Total Miles of Non-Federal Aid Roads to be Rated in 2024:	
Anticipated Data Collection Months:	
Will the data be submitted to SWMPC by September 15th, 2024?	

Certification

To be eligible to collect roadway surface data for TAMC a rating team member must have attended the entire PASER training series at least once in one of the previous three years. (Example a rating team member in 2024 needed to complete PASER training in either 2024, 2023, 2021)

Does your agency have at least two staff members who hold current PASER Certifications?	
If no, will your agency ensure that at least two staff members complete the one-day in-person or three-day virtual PASER staff training offered by TAMC?	

Reimbursement Budget

Reimbursable Expense Item	Estimated Amount
Total estimated cost for collection of data by certified team members:	\$
Total estimated cost for Act 51 agency staff members time for PASER certification training. (Approximately 8 hours of training)	\$
Total estimated cost for vehicle use to collect data: \$	\$
Total Request: Total Request: \$ (Note: Actual costs claimed must not exceed the estimated costs)	\$

ESTIMATE

Prepared For

Village Of Grand Beach

JK Handymane LLC

Estimate # 5

Date 03/11/2024

4322 N. 500 E.
Rolling Prairie, Indiana 46371
Phone: (219) 369-7485
Email: jkhandyman@gmail.com

Description	Total
Powerwash Powerwash all areas new paint is being applied.	\$500.00
Prep work, window trim repair/re sealing Any sanding needing done before applying paint. Replacing rotten wood at the bottom of 2nd story window, re sealing window. Re sealing one other window as well.	\$1,000.00
Materials Includes price of paint Sherwin Williams color #6990 caviar, lumber needed for window repair, window sealant	\$600.00
Painting Painting around all windows, facia and gutter spouts Sherwin Williams color #6990 caviar.	\$5,500.00
Subtotal	\$7,600.00
Total	\$7,600.00

Notes:

5 to 7 days until complete, WEATHER PERMITTING. No down payment needed, payment upon completion.

Council Members,

Attached is a landscaping plan for the land surrounding the patio of the Village Hall. Much of the current landscaping is no longer attractive with many plants that have died or are partially dead.

The landscaping plan includes low maintenance plants:

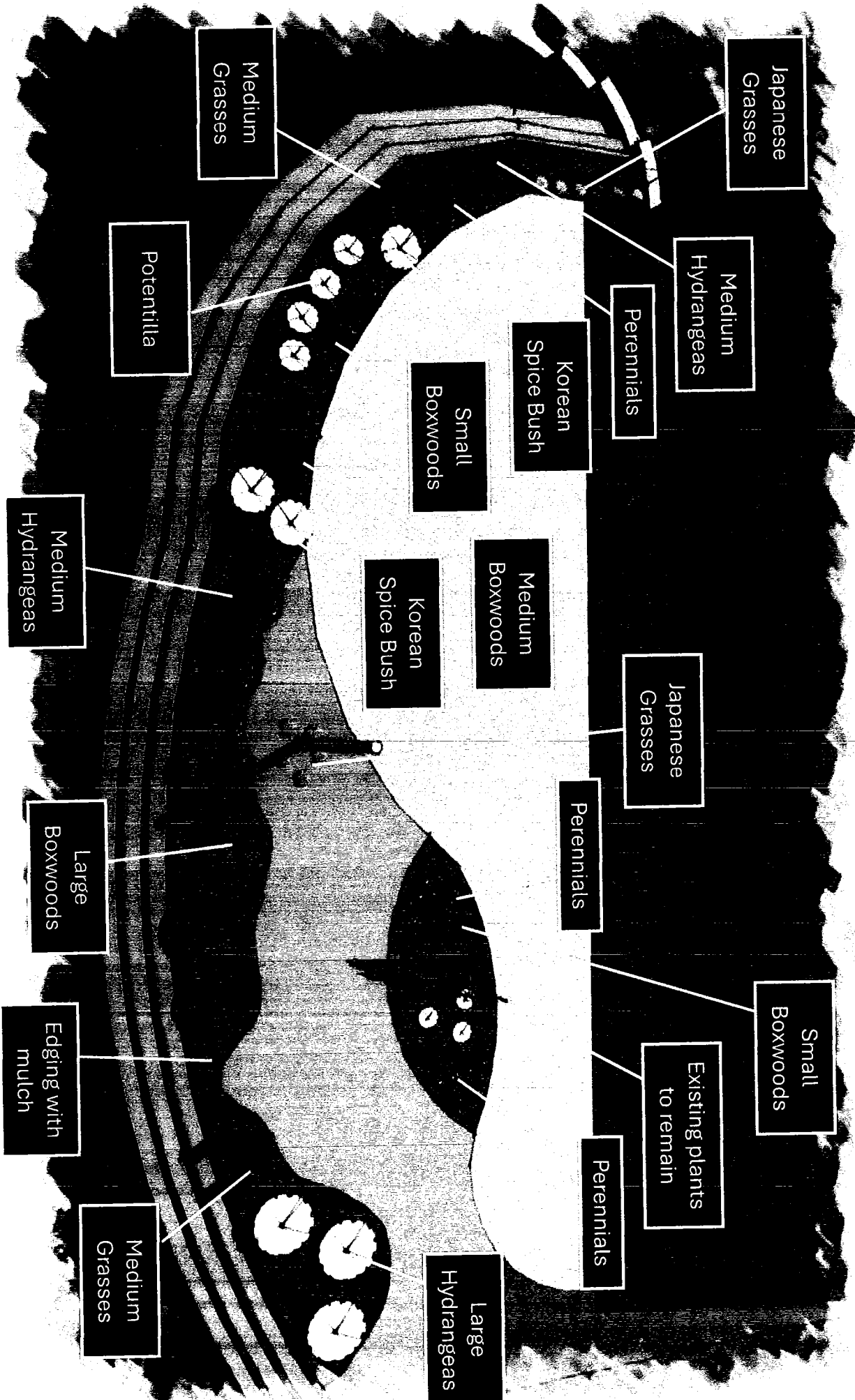
- Plants that will provide year-round greenery (boxwoods)
- Flowering bushes (hydrangeas, potentillas, Korean spice bush viburnum) The height of the bushes will not block the view of the golf course.
- Sweet smelling (Korean spice bush viburnum)
- Perennial flowers (daisies, daylilies, coneflowers, black-eyed Susan) which will provide flowering throughout most of the summer.
- Grasses (Japanese, medium-sized grasses)

When choosing the plant material to purchase, some of the plant choices or sizes may not be available and similar substitutions will be made.

\$10	50	\$500	perennial flowers
\$25	4	\$100	potentilla
\$100	3	\$300	Korean spice bush viburnum
\$60	5	\$300	dwarf boxwoods
\$90	2	\$180	medium boxwoods
\$110	4	\$440	large boxwoods
\$15	11	\$165	Japanese grasses
\$30	7	\$210	medium tall grasses
\$60	10	\$600	variety of hydrangeas (\$20 – 100 each)
		\$2,795	

A resident has offered to match Village funding for the plants not to exceed \$1500 for the resident and \$1500 for the Village. (Total cost not to exceed \$3000.) That resident has also offered maintenance for the plants for the first year.

Labor to remove old vegetation and plant new plants will be provided by the Grand Beach Maintenance Staff. They will also edge and mulch the plant area.



GRAND BEACH

Village Hall Patio Landscape Plan

March 07, 2024

NEW BUFFALO ATHLETIC DEPARTMENT

1112 E. CLAY STREET
NEW BUFFALO, MI 49117
Ph: 269-469-6051 Fax: 269-469-2028

ATHLETIC DIRECTOR: MATT JOHNSON
mjohnson@nbas.org



Feb 22, 2024

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

Dear Village Council,

I am writing to request use of the village golf course for the 2024 season for Boys Golf. Boys Golf is a spring sport with the Michigan High School Athletic Association. We would like to request the following arrangement:

1. The sum of \$600 will be paid to the Village of Grand Beach. If this sum needs to be amended please advise accordingly.
2. Our coaches and athletic director will work closely with the pro shop to avoid any conflicts.
3. Golf practice begins the second week of March, 2024. We understand that the opening of the course will limit when the team can access the course.
4. Golf matches begin at 4:00pm. We would like to tentatively schedule the following dates for home matches:
 - Tue, March 26th, 2024
 - Mon April 29th, 2024
 - Fri. May 24th, 2024

The pro shop will receive our roster and this will be updated as changes are made. We will communicate these changes through the pro shop.

We appreciate your consideration in this matter and value your commitment to the education of our youth.

Yours in Sport

A handwritten signature in black ink, appearing to read 'Matthew B. Johnson'. The signature is written in a cursive, flowing style.

Matthew B. Johnson
New Buffalo Athletic Director

Estimate 1709 from BJ's Lockshop LLC

BJ's Lockshop LLC <bjslockshop@gmail.com>

Fri 3/8/2024 1:43 PM

To:Harry Walder <hwalder@grandbeach.org>

📎 1 attachments (62 KB)

Estimate_1709_from_BJs_Lockshop_LLC.pdf;

ESTIMATE 1709 DETAILS

\$1,575.85

[Review and pay](#)

Powered by QuickBooks

Dear Commerical / Retail Services,

Please find your estimate details here. Feel free to contact us if you have any questions.
We look forward to working with you.

Rim Cylinder

\$140.00T

Rim Cylinder - SC 10B

5 X \$28.00

M100-SC-10B

\$110.00T

Mortise Cylinder - SC 10B 1"

5 X \$22.00

Labor

\$650.00T

Labor

1 X \$650.00

Schlage SC1 #26550

\$55.00T

SC1 Schlage Key

22 X \$2.50

22 Keys Total

\$0.00T

4 - Office

4 - Meeting Room Next to Office

4 - Pro Shop and Back Room

4 - Upstairs Banquet Hall and Kitchen

Rigg's Outdoor Power-La Porte

108 East Shore Court
 La Porte, IN 46350-2395
 Phone: (219) 362-6000 Fax: (219) 324-9462

Invoice Estimate

1130857

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for credit. Restocking fee of 15%. No return on all electrical parts and special orders.

Bill To				Ship To			
Village Of Grand Beach 48200 Perkins Blvd Grand Beach, MI 49117							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
22397	Bob Dabbs		(269) 469-3141		Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Jeff MacLeod-Bid	Jeff MacLeod-Bid	02/28/24	1130857	deputyclerk@grandbeach.org		Default	

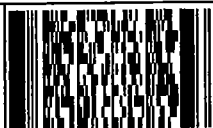
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
ZTX6 60	CCEW	Ultima 25.5HP Kaw 60" Frt Cast	1		1		\$9,299.00	\$9,299.00

Description	Line	Reference	Quantity	Net Each	Amount
Discount		BID DISCOUNT	-1	\$1,799.00	(\$1,799.00)

Invoice Total	\$7,500.00
Sales Tax	\$0.00
Grand Total	\$7,500.00

*Incls. Free delivery
 Commercial Grade
 Free Pick Up for Service*

Notes:



Customer acknowledges receipt thereof:

Cost for Retaining Wall next to
Office



Volume Savings Program

Quote#: 204574569
Volume Savings Expiration Date: 03/25/2024
Customer Name: Kimberly Wolnik
Selling System Quote Project Description: VILLIANGE RETAINING WALL
Customer Phone #: 2694693141
Pricing is per Lowe's Store at: Store #0195
Michigan City, IN
Store Phone #: (219) 872-2900
Store Contact: Hoffmaster, Therese

Item #	Quantity	Item Description	VSP Unit Price	Extended VSP Price
314383	40	6-in x 6-in x 12-ft #2 Southern Yellow Pine Ground Contact Pressure Treated Lumber	46.14	1845.60
1944443	3	#12 x 10-in Double-barrier Strong-Drive SDWS Timber Exterior Wood Screws (50-Per Box)	55.98	167.94

VSP Total: \$2,013.54

Total Savings for this Quote is: \$159.60

*All items requested for volume savings may not be listed if they did not qualify for VSP savings.

You Save: 7.34%

MANAGER SIGNATURE

DATE

*THIS ESTIMATE IS NOT VALID WITHOUT A MANAGER'S SIGNATURE.

*LOWE'S RESERVES THE RIGHT TO LIMIT THE QUANTITIES OF MERCHANDISE SOLD TO CUSTOMERS.

*ALL OF THE PRODUCT MUST BE ORDERED BY THE EXPIRATION DATE IN ORDER TO RECEIVE VOLUME SAVINGS

*THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS ARE SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWE'S CREDIT DEPARTMENT.

*SPECIAL ORDER CONFIGURED PRODUCTS RETURNED OR CANCELED AFTER 72 HOURS FROM PURCHASE ARE SUBJECT TO A 20% RESTOCKING FEE.

*LOWE'S IS A SUPPLIER OF MATERIALS ONLY. LOWE'S DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWE'S DOES NOT ASSUME SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

*LOWE'S IS MAKING THE FOLLOWING QUOTE BASED ON ITS STANDARD COMMERCIAL TERMS, AND DOES NOT AGREE TO TERMS AND CONDITIONS, INCLUDING ANY GOVERNMENTAL REGULATIONS, NOT SPECIFICALLY INDICATED OR REFERENCED IN THE REQUEST FOR THIS QUOTATION. IF TERMS AND CONDITIONS ARE PRESENTED, PRODUCT SELECTION AND PRICING MAY CHANGE PENDING LEGAL REVIEW.

*TAXES AND DELIVERY WILL BE ADDED AT TIME OF PURCHASE AS APPLICABLE.

[Visit Lowes.com/pro](https://www.lowes.com/pro)

Learn About All the Ways Lowe's Saves Your Business Time & Money

* Business Credit

* Delivery



Scott J. Alexander
Senior Director – External Affairs
2260 E. Imperial Highway
El Segundo, California 90245
(214) 202-3185
scott.alexander@directv.com

March 1, 2024

Via Electronic Delivery

Village of Grand Beach
48200 Perkins Boulevard
Grand Beach, Michigan 49117

Dear Village Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the Village of Grand Beach, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the Village of Grand Beach dated July 17, 2014 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission. In the Initial Agreement, the Village specified a video service provider fee of 3% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

If there are any questions concerning the enclosed agreement, please contact me at (214) 202-3185.

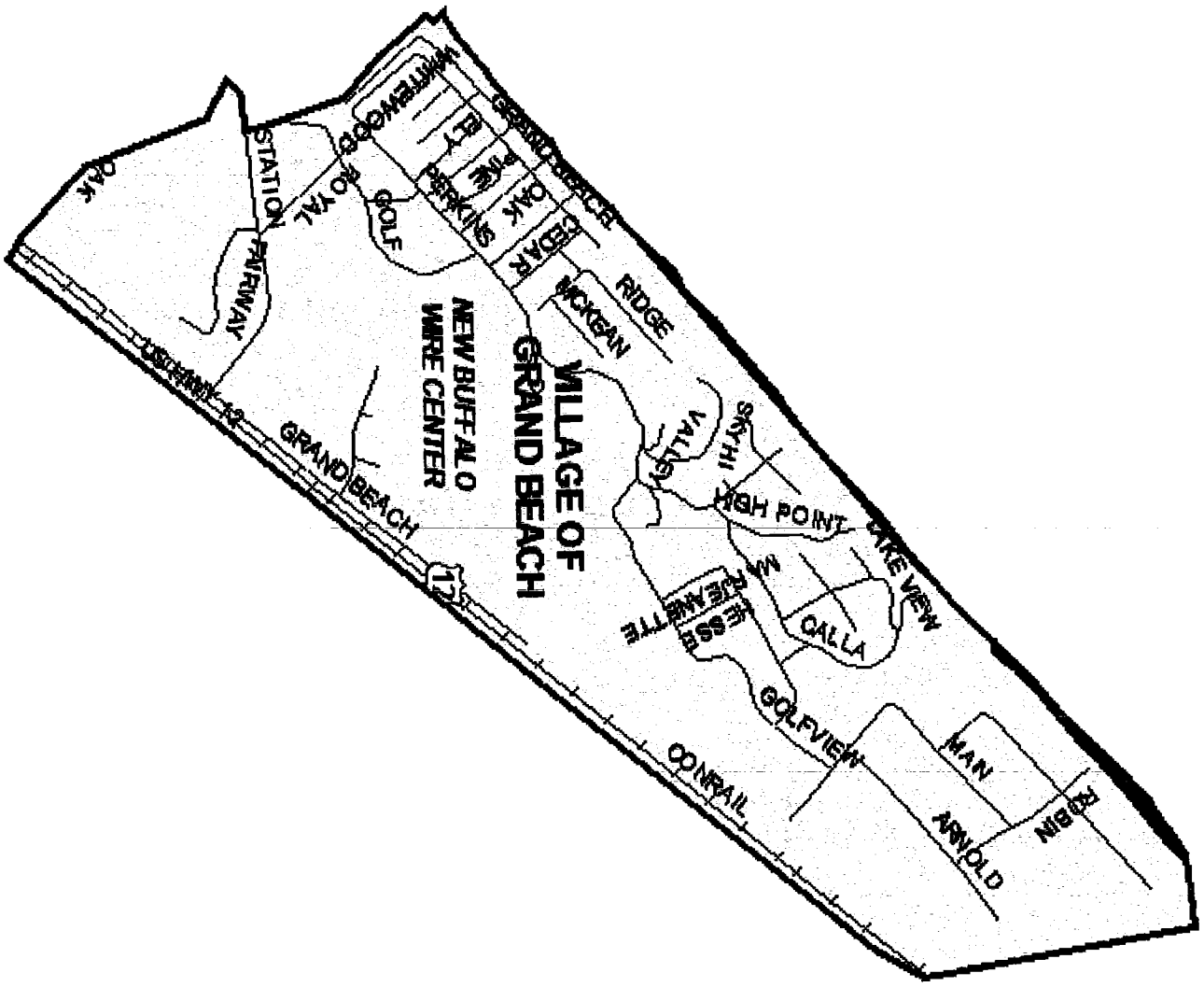
Scott J. Alexander
Senior Director – External Affairs

Village of Grand Beach, Michigan

Description of DIRECTV, LLC Video Service Area Footprint:
The Entire Village of Grand Beach

ATTACHMENT A TO ATTACHMENT 1 OF THE
VIDEO SERVICES FRANCHISE AGREEMENT
BETWEEN THE VILLAGE OF GRAND BEACH
AND DIRECTV, LLC

- Legend**
- Roads
 - Railroads
 - ▭ Municipal Boundary Lines
 - ▭ AT&T Michigan Wire Center Bounds



Note: The street names of certain municipal boundary lines may not appear.

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UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Village of Grand Beach, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California corporation doing business as DIRECTV, LLC.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

- service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**
- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

- paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
 - I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
 - J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 3 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____ % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Village of Grand Beach:

DIRECTV, LLC

48200 Perkins Boulevard

2260 E. Imperial Highway

Grand Beach, Michigan 49117

El Segundo, California 90245

Attn: Village Clerk

Attn: LEGAL / EXTERNAL AFFAIRS
Scott J. Alexander, Senior Director – External
Affairs

E-Mail Address: clerk@grandbeach.org

E-Mail Address: scott.alexander@directv.com

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Village of Grand Beach, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

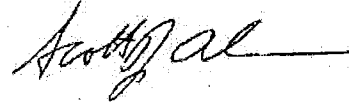
Phone

Fax

Email

DIRECTV, LLC, a California limited liability company

By



Print Name

Scott J. Alexander

Title

Senior Director – External Affairs

Address

2260 E. Imperial Highway

City, State, Zip

El Segundo, California 90245

Phone

(214) 202-3185

Fax

None

Email

scott.alexander@directv.com

FRANCHISE AGREEMENT

(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: March 1, 2024		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

Company executive officers:

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

DIRECTV, LLC

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the Village of Grand Beach, and such boundaries are overlaid onto a map with the municipal boundaries of the Village of Grand Beach.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

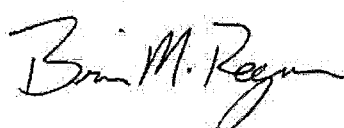
[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

**Verification
(Provider)**

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Brian M. Regan, Senior Vice President and Assistant Secretary	
Signature: 	Date: March 1, 2024

(Franchising Entity)

Village of Grand Beach, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date