

**NOTICE
VILLAGE OF GRAND BEACH
REGULAR COUNCIL MEETING
MONDAY, OCTOBER 23, 2023
6:00 P.M. (CST) – 7:00 P.M. (EST)**

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

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/83444703932?pwd=THh4bE4zZkhZeHgvN1B4OGh1Wk1JQT09>

Meeting ID: 834 4470 3932

Passcode: 454477

One tap mobile

+13092053325,,83444703932#,,,,*454477# US

+13126266799,,83444703932#,,,,*454477# US (Chicago)

Dial in:

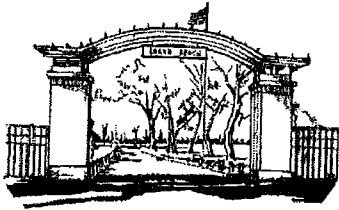
877- 853- 5257 US Toll-free

888- 475- 4499 US Toll-free

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.

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



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

**AGENDA FOR REGULAR COUNCIL MEETING
OCTOBER 23, 2023
6:00 P.M. CST - 7:00 P.M. EST**

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. Any person who addresses the Council during a Council meeting shall be limited to three minutes in length.

1. Call to Order
2. Adoption of Agenda
3. Consent Agenda
 - a. Approve Village Council Minutes:
 - i. Regular Council Meeting Minutes – September 20, 2023
 - b. Hall Rental Request – Village Potluck December 2, 2023
 - c. Pay Bills with Written Additions
4. Public Comments on Agenda Items
5. Presentations/Recognition
6. Public Hearing
7. Commission Reports
 - a. Council President's Report
 - b. Report on New Buffalo Township Meeting
 - c. Building & Zoning - Harry Walder
 - d. Parks & Beaches - Peter Doerr
 - e. Streets & Water - James Bracewell
 - f. Police - Edward Brandes
 - g. Pro Shop & Course - Blake O'Halloran
 - h. ServiScape Report - Clay Putnam
8. Personnel Reports
 - a. Superintendent - Bob Dabbs
 - b. Police Chief - Ryan Layman
 - c. Building Inspector - Chad Butler

AGENDA (CONTINUED)
REGULAR COUNCIL MEETING
OCTOBER 23, 2023

9. Unfinished Business

- a. Hire Consultant to Review and Edit New Master Plan

10. New Business

- a. Request Use of Lake Avenue Beach Access for Revetment Repairs
- b. Honeybee Gardens Parklet
- c. Employee Pay Increases
- d. MERS Payment
- e. Deputy Clerk Wages
- f. Hire Police Intern
- g. Council Meeting Start Times During "Off-Season" Discussion
- h. Verizon Water Tower Contract Negotiations
- i. Tree Ordinance
- j. Transfer Local Revenue Sharing Funds to Capital Projects Fund
- k. Transfer Funds to Capital Projects Fund per FY 2022-2023 Budget
- l. Budget Amendments
 - 1. General Fund 2022-2023
 - 2. Water Fund 2022-2023
 - 3. Golf Fund 2022-2023
 - 4. Major Street Fund 2022-2023
 - 5. Local Street Fund 2022-2023
 - 6. Building Fund 2022-2023
 - 7. Capital Projects Fund 2022-2023
- m. New Buffalo Township Meetings
- n. EGLE 2025 Annual Clean Water Grant Funding Opportunity
- o. Veteran's Parking Signs
- p. Attached Garage Discussion
- q. House Address Signs Discussion

11. Public Comments – General

12. Correspondence

- a. New Buffalo Township Zoning Board of Appeals Hearing

13. Adjournment

**VILLAGE OF GRAND BEACH
REGULAR COUNCIL MEETING
SEPTEMBER 20, 2023**

CALL TO ORDER

Council President Harry Walder called the regular council meeting to order at 7:00 p.m. EST. Present in addition to Walder were James Bracewell, Edward Brandes, Peter Doerr, and Blake O'Halloran.

ADOPT AGENDA

Brandes moved, seconded by O'Halloran to adopt the September 20, 2023 as presented with the addition of item 10(o) "Handicap Parking" and item 10(p) "Apply for Tree Grant". Motion carried 4-1 with Brandes, Doerr, O'Halloran and Walder voting aye and Bracewell voting nay.

ADOPT CONSENT AGENDA

- a. Approve Village Council Minutes:
 - i. Regular Council Meeting – August 16, 2023
- b. Hall Rental Request – Mike Elliott
- c. Pay Bills with Written Additions

Bracewell moved, seconded by Brandes to remove the minutes of August 16, 2023 from the consent agenda for discussion. Motion carried unanimously 5-0.

O'Halloran moved, seconded by Brandes to adopt the consent agenda with the removal of the August 16, 2023 minutes. Motion carried unanimously 5-0.

After discussion of the August 16, 2023 minutes, Brandes moved, seconded by O'Halloran to approve the minutes of August 16, 2023 as presented. Motion carried unanimously 5-0.

PUBLIC COMMENTS ON AGENDA ITEMS

The Council heard comments from the following Village property owners regarding agenda items:

- Ed Sebastian – Pine Avenue beach viewing platform.
- Larry Acker – Hire consultant to review and edit new master plan.
- Sheila McGinnis – Committee to recommend future use and improvements to hall and surrounding area.
- Anthony Ulizio – Pine Avenue beach viewing platform.
- Barb Rooney – Handicap Parking.
- Vicki McHugh – Pine Avenue Beach Viewing Platform.

PRESENTATIONS/RECOGNITION

None

PUBLIC HEARING

None

COMMISSION REPORTS

REPORT ON NEW BUFFALO TOWNSHIP MEETING

Brandes reported he attended the September 18, 2023 meeting which was a routine meeting. He said the township gave conditional approval to marijuana businesses, and they have plans for a \$1.7M special assessment project for sewer on Hoder Road which shouldn't affect the Village. Doerr said he attended the August meeting which was held after the Village

Regular Council Meeting – September 20, 2023

Council meeting, and he later contacted the clerk about them not having documents available on the website for the public regarding the meeting and she suggested contacting the supervisor.

BUILDING & ZONING: Walder had nothing to report on building and zoning.

Walder told the Council that he met with a woman who was interested in giving yoga classes in the Council room. After discussion and liability concerns, the Council was not interested in allowing the woman to use the room for yoga classes.

He said he is still waiting for a plan from Abonmarche for the Marquette Greenway.

Walder announced that there will be a retirement party for Clerk-Treasurer Mary Robertson on Friday, December 1, with lunch paid for by the Council members. There will be an email invitation sent out to everyone later, and he said if anyone is interested in helping with the party, they should contact Deputy Clerk Kim Wolnik.

PARKS & BEACHES: Doerr said he reached out to the engineer who is working on the railroad crossing near Karwick in Michigan City for the Marquette Greenway and they are still working on it, and he will get in touch with him again to see how they will handle the bikes crossing the tracks. Doerr said he heard from residents about the playground equipment at the park not being safe, and he will have a parks and recreation committee meeting soon and they will discuss it. He said his group has been working on the E.coli issue in White Creek, with Ed Trainor doing a lot of research on the issue. He expects to put the issue on the October agenda.

STREETS & WATER: Bracewell commended Superintendent Bob Dabbs and his crew for the street patching they have done, and said if there is a pot hole that was missed, you can send an email to him or Dabbs. He said water samples have been submitted. He spoke about the importance of safety at the railroad crossing with the Marquette Greenway.

POLICE: Brandes said there were three cement posts and a mailbox knocked down near the park and thanks to Chief Layman and Officer Brewster, they were able to find out who did it with the help of car parts left at the scene and the new license plate reader. He said there are 52 short-term rentals registered with one not yet in full compliance.

PRO SHOP & COURSE: O'Halloran said there were more rounds of golf in August 2023 than in August 2022. He said the weather has been very cooperative, so the golf course has had a pretty good year.

SERVISCAPE REPORT

Clay Putnam said they spent a considerable amount of time with the pump at the lake and Lindahl Marine had divers go into the lake to look for the intake line which they didn't find. Then they pushed air through the pipe to see if bubbles would appear in the lake and they didn't. Lindahl came back a few days ago and was able to locate the clogged pipe. He said there will need to be maintenance done on the pumps to get the issue resolved.

PERSONNEL REPORTS

SUPERINTENDENT: In addition to his written report, Superintendent Bob Dabbs said they are waiting for the state inspector to inspect the generator and then they plan to shut down the hall to get everything up and running as was planned in April.

POLICE CHIEF: In addition to his written report, Police Chief Ryan Layman stated that the State of Michigan is planning on passing a short-term rental law, but that it won't affect the Village's ability to regulate short-term rentals. He said there will be additional fees that the Village will receive from an excise tax that is planned and an additional 2% fee to be used for recreational purposes.

Regular Council Meeting – September 20, 2023

BUILDING INSPECTOR: In addition to his written report, Building Inspector Chad Butler said there are 40 open building permits with one new home on the report. He expects to issue two certificates of occupancy permits within the next month. He reported on a house that was in disrepair and another that was torn down.

UNFINISHED BUSINESS

NEW BUSINESS

HSA CONTRIBUTION FOR NEW EMPLOYEE

O'Halloran moved, seconded by Bracewell to contribute \$1,216.67 to Kim Wolnik's health savings account (HSA). Motion carried unanimously 5-0.

ORDINANCE NO. 2023-108 – WATER CROSS CONNECTION

Brandes moved, seconded by Bracewell to adopt the Water Cross Connection Ordinance No. 2023-108. Motion carried unanimously 5-0.

ORDINANCE NO. 2023-109 – AMEND ORDINANCE NO. 52

Brandes moved, seconded by Doerr to adopt Ordinance No. 2023-109 to amend Ordinance No. 52 to remove the swimming pool inspection requirement. Motion carried unanimously 5-0.

TREE CONSULTANT

Walder discussed this under the "Apply for Tree Grant" item on the agenda.

TREE ORDINANCE REVIEW AND DEVELOPMENT

Walder told Council members that Nancy Wendling put a lot of time into creating a draft tree ordinance, and that it would be sent out to them and to the Village attorney for review.

WATER TAP FEE INCREASE

Walder said the current water tap fee is \$5,000, but after speaking with Superintendent Bob Dabbs, he found out that generally they can do the tap for \$5,000, but if they run into problems, it will cost much more.

Brandes moved, seconded by Doerr to increase the water tap fee from \$5,000 to \$7,500. Motion carried unanimously 5-0.

PEERLESS MIDWEST LAKE INTAKE IRRIGATION PUMP QUOTE

O'Halloran moved, seconded by Brandes to approve the purchase of a lake intake irrigation pump from Peerless Midwest at a cost of \$19,400. Motion carried unanimously 5-0.

LINDAHL MARINE QUOTE

O'Halloran moved, seconded by Brandes to approve a daily rate of \$5,150 from Lindahl Marine with a total cost not to exceed \$26,000. Motion carried unanimously 5-0. O'Halloran told the Council that Lindahl Marine located the lake intake pipe, and it is clogged, so we will need to find a company to unclog the pipe.

PINE AVENUE BEACH VIEWING PLATFORM

Walder said that at the August meeting, the Council approved an ADA beach viewing platform at Pine Avenue, but when meeting with ELD Construction, he found out that the platform could not be built 42" down the bluff so that the handrails did not show from the top because someone could fall off the bluff onto the platform. Council members discussed different ways to build the platform down the bluff which would not be ADA compliant, or to build it on top of

Regular Council Meeting – September 20, 2023

the bluff so that it could be ADA compliant. There was concern about not making the platform ADA compliant in order to keep the views for people in the neighborhood.

Brandes moved, seconded by Doerr to approve the platform as proposed by ELD Construction at Pine Avenue at the cost in the original proposal, ADA compliant and for the platform to be built at grade on the bluff going out 16' towards the water with a 42" high handrail from grade all the way around the platform.

Roll Call Vote

Bracewell	Nay
Brandes	Aye
Doerr	Aye
O'Halloran	Nay
Walder	Aye

Four votes in favor of the motion are required in order to increase the budget. Motion failed 3-2.

HIRE CONSULTANT TO REVIEW AND EDIT NEW MASTER PLAN

Walder said there is a proposal from Marcy Hamilton to review the master plan and make sure everything is included in the plan that is legally necessary. He said she is a senior planner and the deputy director of the Southwest Michigan Planning Commission (SWMPC). He said the cost will be less than \$5,000 and she will bill at an hourly rate as shown on her proposal.

After much discussion, the item was tabled.

CAPITAL IMPROVEMENT PROGRAM

Walder said that Village resident Mike Kelly brought information to the Council at a previous meeting that the State of Michigan requires the Village to create a capital improvement program, and Clerk Mary Robertson said the Village has one, although it doesn't have the level of detail that is required. Walder is going to send this to the Planning Commission.

CHARTER REVISION

Walder said that the Village charter is very old and needs work. He understands that a revision to the charter is a lot of work, and he will ask Village Attorney Sara Senica to look at it and give the Council recommendations.

COMMITTEE TO RECOMMEND FUTURE USE & IMPROVEMENTS TO HALL AND SURROUNDING AREA

Walder said that this was an item that received relatively high priority on the master plan survey. He would like to form a committee and will send an email out to the Village to see who is interested in serving on the committee.

MONTHLY OR BI-MONTHLY NEWSLETTER

Walder said that the need for better communication came out of the master plan survey. He suggested creating a monthly or bi-monthly newsletter and felt it should be done by a Council member. O'Halloran suggested it be created by the Council president. Clerk Mary Robertson suggested that the newsletter be sent to her before it is sent out and she will check with Council members to make sure they don't have any issues with it.

Brandes moved, seconded by Doerr for the Council president to prepare a monthly or bi-monthly newsletter and that the Council will be given a chance to review it before it is sent out. Motion carried unanimously 5-0.

HANDICAP PARKING

Walder said that he met on the upper level with Superintendent Bob Dabbs to look at how to put in handicap parking spots. He said the plan they came up with would not require removing any trees. They could put in handicap parking for three cars and four golf carts which would be marked as handicap parking, and they would put protection on the edge of the road so cars would not back off the hill. He estimated the cost to be approximately \$10,000 for landscape timbers, paving, striping and building a fence around the air conditioning condenser and generator which would also hide the trash cans.

Brandes moved, seconded by Doerr to build handicap parking, a fence around the generator and condenser and striping for handicap car and golf cart parking at a cost not to exceed \$10,000, and to pay for it from fund balance in the general fund. Motion carried 4-1 with Brandes, Doerr, O’Halloran and Walder voting aye and Bracewell voting nay.

APPLY FOR TREE GRANT

Walder said he met with Steve Lane who is not a contractor, but is from Great Lakes Urban Forestry Management about grant funding that has been set aside for tree management. He said the State of Michigan is giving out grants in the \$10,000 to \$20,000 range and Lane feels that Grand Beach has a good chance of receiving a \$10,000 grant, which is a matching grant and would require Grand Beach to match the \$10,000. Walder said the grant must be submitted to the state by October 13, and since it is so close to the deadline, he would like to accept the proposal in the amount of \$700 to have Lane submit a grant request. Walder said If we get the grant, Lane would propose to do a complete survey of all trees on public property in Grand Beach for approximately \$5K.

Brandes moved, seconded by Doerr to approve awarding a contract in the amount of \$700 to Great Lakes Urban Forestry Management to prepare a submission for a matching grant from the State of Michigan in the amount of \$10,000. Motion carried unanimously 5-0.

PUBLIC COMMENTS

The Council heard comments from the following Village property owners:

- Barb Rooney – Elevator chair to reach upper level instead of handicap parking due to safety concerns.
- Michael Sheahan – Should not serve alcohol at Village Hall, and safety concerns for bicycles crossing over railroad tracks.
- Nancy Buckley – Restructuring the way meetings allow public comments to possibly defuse frustration.
- Sue Stone – Ely platform safety concerns, platform blocks her view, and feels adding platform at Pine not a good idea.
- Liz Grim-Vaughan – Difficulty and danger with handicap parking on upper level.
- Judith Blackburn – Difficulty accessing park and other facilities due to injury, in favor of ADA compliant facilities.

Bracewell thanked Meg Piper and all the volunteers who have been working on the Grand Beach history.

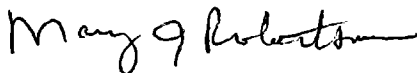
CORRESPONDENCE

ADJOURNMENT

Brandes moved, seconded by O’Halloran to adjourn the meeting. Motion carried unanimously 5-0.

With no further business, the meeting was adjourned at 9:09 p.m. EST.

Respectfully submitted,



Mary J. Robertson
Clerk-Treasurer

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: _____

Organization: Village Neighborhood Potluck

Local Address: _____

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

Date of Party: 12/2/23 Number of Guests: 40 estimated

Reservation Time: 10AM Termination Time: 10PM

Type of Party: Neighborhood Pot Luck Rental Amount: \$350

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

By initialing here, I am indicating that I have chosen to donate the \$100 security deposit to the Village after the event rather than receive a refund of the \$100 security deposit.

Resident/Sponsor Grand Beach Address 10/16/23
Date

Council Approval Date Key Deposit Refund Check# _____
Date

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

CMs Renter's Initials

Sponsor's Initials

12:04 PM

10/18/23

Village of Grand Beach-General Fund

OPEN INVOICE REPORT

As of October 18, 2023

Type	Date	Num	Memo	Split	Open Balan...
AALF'S PETROLEUM INC.					
Bill	09/05/2023	56086	FUEL	000.111 · Gasoline Invent...	780.52
Bill	09/05/2023	56087	FUEL	000.111 · Gasoline Invent...	564.05
Bill	09/19/2023	56224	FUEL	000.111 · Gasoline Invent...	643.04
Total AALF'S PETROLEUM INC.					1,987.61
FIFTH THIRD BANK MASTERCARD					
Bill	10/03/2023		MAILCHIMP	300.727 · Office Supplies ...	27.00
Total FIFTH THIRD BANK MASTERCARD					27.00
KRISTINE DALEY'					
Bill	10/13/2023		KEY REFUND	000.677 · Rentals	100.00
Total KRISTINE DALEY'					100.00
LEXIPOL LLC					
Bill	10/12/2023	119731	MANUALS 11/1/23-10/31/24	300.801 · Police - Legal	2,224.00
Total LEXIPOL LLC					2,224.00
METLIFE - GROUP BENEFITS					
Bill	10/09/2023		TS05945291 0001	855.855 · Life & Disability ...	692.63
Total METLIFE - GROUP BENEFITS					692.63
NEW BUFFALO HARDWARE					
Bill	09/07/2023	A313434	BULBS	266.778 · Repairs & Maint...	13.47
Total NEW BUFFALO HARDWARE					13.47
PRIORITY HEALTH					
Bill	10/09/2023		GROUP ID 795207 OCT.	852.852 · Hospitalization	10,355.02
Total PRIORITY HEALTH					10,355.02
REPUBLIC SERVICES					
Bill	09/30/2023	0715-00...	3-0715-1003848 OCTOBER	520.818 · Contractual Ser...	6,953.00
Total REPUBLIC SERVICES					6,953.00
RYAN LAYMAN					
Bill	10/13/2023	14	RENTAL INSPECTIONS	300.820 · Short-Term Ren...	200.00
Total RYAN LAYMAN					200.00
SOUTHWEST MICHIGAN PLANNING COMMISSION					
Bill	09/25/2023	960	MASTER PLAN ASSISTANCE	721.818 · Contractual Ser...	363.10
Total SOUTHWEST MICHIGAN PLANNING COMMISSION					363.10
TELE-RAD, INC.					
Bill	09/01/2023	912073	RADIO UPGRADES	300.851 · Radios & Maint...	235.00
Total TELE-RAD, INC.					235.00

12:04 PM

10/18/23

Village of Grand Beach-General Fund

OPEN INVOICE REPORT

As of October 18, 2023

Type	Date	Num	Memo	Split	Open Balan...
THE TECH OF SOUTHWEST MICHIGAN					
Bill	10/02/2023	30198	SONICWALL ANNUAL FOR 2023...	-SPLIT-	228.00
Bill	10/02/2023	30197	FIRE WALL & WI-FI NOVEMBER	-SPLIT-	172.65
Total THE TECH OF SOUTHWEST MICHIGAN					400.65
VILLAGE OF GRAND BEACH WATER DEPT.					
Bill	09/27/2023		GARAGE	266.920 · Utilities	125.75
Bill	09/27/2023		HALL	265.920 · Utilities	132.00
Total VILLAGE OF GRAND BEACH WATER DEPT.					257.75
VILLAGE OF MICHIANA					
Bill	10/09/2023		POLICE SERVICES	300.818 · Contractual Ser...	2,500.00
Total VILLAGE OF MICHIANA					2,500.00
WAYNE HEATING & AIR CONDITIONING, INC.					
Bill	10/06/2023	2341	SERVICE AIR CONDITIONERS 7...	265.818 · Contractual Ser...	1,141.00
Total WAYNE HEATING & AIR CONDITIONING, INC.					1,141.00
TOTAL					27,450.23

12:16 PM

10/18/23

Village of Grand Beach - Water Fund

OPEN INVOICE REPORT

As of October 18, 2023

Type	Date	Num	Memo	Split	Open Balan...
GWORKS					
Bill	10/01/2023	2019-19...	3 MONTHS SUSCRIPTIO...	727.000 · Office S...	149.00
Total GWORKS					149.00
MICHIANA WATER AUTHORITY					
Bill	10/05/2023		10/5 READING	927.000 · Water P...	29,403.00
Total MICHIANA WATER AUTHORITY					29,403.00
TOTAL					29,552.00

12:12 PM

10/18/23

Village of Grand Beach-Golf Fund

OPEN INVOICE REPORT

As of October 18, 2023

Type	Date	Num	Memo	Split	Open Balan...
GORDON FOOD SERVICE					
Bill	09/25/2023	821300138	FOOD	000.948 · Food & G...	106.29
Total GORDON FOOD SERVICE					106.29
QUILL					
Bill	10/04/2023	34952809	TONER	000.727 · Office Su...	45.99
Total QUILL					45.99
SERVISCAPE					
Bill	09/30/2023		SEPTEMBER	-SPLIT-	13,556.38
Total SERVISCAPE					13,556.38
THE TECH OF SOUTHWEST MICHIGAN					
Bill	10/02/2023	30197	FIREWALL & WIFI NOV	000.818 · Contractu...	57.55
Total THE TECH OF SOUTHWEST MICHIGAN					57.55
TOTAL					13,766.21

12:18 PM

10/18/23

Village of Grand Beach - Major Street Fund

OPEN INVOICE REPORT

As of October 18, 2023

Type	Date	Num	Memo	Split	Open Balan...
KENNETH SMITH, INC.					
Bill	09/30/2023	ivc1018...	LIMESTONE	463.782 · Street Supplies	140.68
Total KENNETH SMITH, INC.					140.68
TOTAL					140.68

12:20 PM

10/18/23

Village of Grand Beach - Local Streets Fund

OPEN INVOICE REPORT

As of October 18, 2023

Type	Date	Num	Memo	Split	Open Balan...
KENNETH SMITH, INC.					
Bill	09/30/2023	IVC1018731	LIMESTONE	463.782 · Street Supplies	93.78
Total KENNETH SMITH, INC.					93.78
TOTAL					93.78

12:17 PM

10/18/23

Village of Grand Beach - Building Inspection Fund

OPEN INVOICE REPORT

As of October 18, 2023

Type	Date	Num	Memo	Split	Open Balance
CHAD BUTLER					
Bill	10/13/2023		MILEAGE - FALL CONFER...	000.873 · Travel Expense	349.98
Total CHAD BUTLER					349.98
TOTAL					349.98

Grand Beach Golf Course

Rounds of Golf Report

SEPT

Type	2023	2022	2021
Non-Resident Weekday	72	95	79
Non-Resident Weekend	211	117	164
Resident Weekday	395	677	693
Resident Weekend	412	199	347
Pass Rounds Pass Paid	185	234	242
	3		
Total	1278	1322	1525

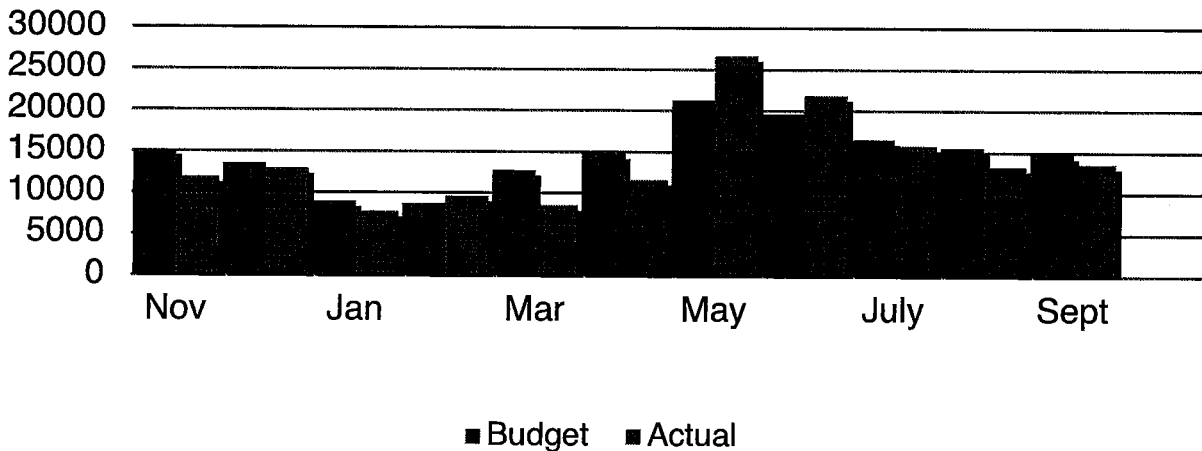
Financial Data

	2023	2022	2021
Golf	16,672.00	\$ 14,485.00	\$ 16,714.00
Food	\$2,880.58	\$ 2,555.32	\$ 2,150.75
Accessories	\$1,018.59	\$ 1,097.72	\$ 908.00
Clothing	\$2,993.60	\$ 1,126.80	\$ 1,434.00
Cart Rental	\$7,930.00	\$ 8,418.75	\$ 6,946.00
Gam/Hdcp			
Subtotal	31494.77	\$ 27,683.59	\$ 28,152.75
Cart Reg			
Total	31494.77	\$ 27,683.59	\$ 28,152.75

** Through 9/30/23

** Through 9/30/23

Golf Income \$250,085 plus cart sticker fees \$124,744
Golf Expenses \$307,157



October 18, 2023

Dear Grand Beach Council,

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

Financial

Year to date we are \$8,187 under budget.

Course News & Conditions

- Routine golf course maintenance is ongoing.
- Repaired an irrigation leak in front of #5 red tee.
- Tree leaves are beginning to drop. We will be in full fall cleanup mode within the next few weeks.
- Aerification has begun and will be completed based on the weather.
- Mike Trapp divers visited GB to vacuum-out the lake pump intake pipe. They were successful at clearing approximately 10' of the pipe. They will need to return to use a high-pressure jet to try and clear the pipe. Date of their return is TBD.

Grand Beach/Michiana Police Offense Summary

Occurred 9/1/2023 - 9/30/2023

Offense	Total Offenses
2609 - 26007 - Fraud - Identity Theft	1
5561 - 55000 - Animals at Large	1
73001 - 7300 - Ordinance Violation	3
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1
9942 - 98006 - Inspections/Investigations - Family Trouble	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	12
9953 - 99008 - Miscellaneous - General Assistance	8
9954 - 99008 - Miscellaneous - Assist to Fire Department	7
9954 - 99009 - Miscellaneous - Non-Criminal	1
9955 - 99008 - Miscellaneous - Assist to EMS	4
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	1
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	7
Total	48

We will be starting winter house checks soon, please look for my email in the next couple of weeks.

Respectfully Submitted,

Ryan Layman

Chief of Police

VILLAGE OF GRAND BEACH - SHORT TERM RENTAL IMPLEMENTATION as of October 12th, 2023

Address	Max Occupants	Rental Agent Managed?	Compliant? (Y/N)	Additional Info/Current Status
48028 Ridge	14	Y	Y	Paid
50114 Arnold	8	Y	Y	Paid
46220 Crescent	14	N	Y	Paid
51113 Main	16	Y	Y	Paid
51222 E Arnold	14	Y	Y	Paid
47007 Lakeview	16	Y	Y	Paid
47110 Oak	16	Y	Y	Paid
51105 Main	16	Y	Y	Paid
46202 Royal	10	Y	Y	Paid
47003 Lakeview	14	Y	Y	Paid
52214 Main	14	Y	Y	Paid
48103 Walnut	10	Y	Y	Paid
48303 Reitz	16	Y	Y	Paid
52209 E Arnold	11	Y	Y	Paid
46217 Crescent	8	Y	Y	Paid
46122 Royal	8	Y	Y	Paid
51107 Main	10	Y	Y	Paid
45306 Puffers	10	Y	Y	Paid
50118 Lake	14	Y	Y	Paid
46300 Fairway	16	Y	Y	Paid
51324 Erich	10	Y	Y	Paid
47106 Cedar	8	Y	Y	Paid
46355 Grand Beach	6	Y	Y	Paid
46107 Glenwood	4	N	Y	Paid
49003 Fox Trail	8	N	Y	Paid
46302 Fairway	16	Y	Y	Paid
51111 Main	16	N	Y	Paid
46115 Royal	8	N	Y	Paid
45331 Fairway	16	Y	Y	Paid
46107 Royal	10	Y	Y	Paid
46110 Wildwood	12	Y	Y	Paid
47023 Lakeview	16	N	Y	Paid
46110 Royal	6	Y	Y	Paid
47005 Lakeview	16	Y	Y	Paid
46111 Glenwood	12	Y	Y	Paid
46201 Royal	16	Y	Y	Paid
46029 Lakeview	16	Y	Y	Paid
46104 Whitewood	10	Y	Y	Paid
48105 Walnut	14	N	Y	Paid
46035 Lakeview	6	N	Y	Paid
48109 W McKean	14	N	Y	Paid
46105 Pine	10	N	Y	Paid
50201 Golfview	16	N	Y	Paid
52120 Lake Park	16	Y	Y	Paid
47102 Greenwood	14	Y	Y	Paid
47104 Greenwood	8	Y	Y	Paid
51323 Erich Lane			N	Letter Sent 05/01/2023, called, returned call on 05/17/2023
46208 Perkins	8	Y	Y	Paid
47110 Maple	12	N	Y	Paid
46210 Perkins	10	Y	Y	Paid
52102 Lake Park	16	N	Y	Paid
46107 Ely	16	N	Y	Paid
49109 Perkins	8	Y	Y	Paid
53 Total Compliant Homes				

VILLAGE OF GRAND BEACH MONTHLY BUILDING INSPECTION REPORT

Oct-23

Permit No Address	Owner Description of Work	Est. Cost Sq. Ft.	EGLE Permit		GB Permit Appl Date Issue Date	Start Date Original Actual	Completion Date		Visits Last Date Update	Inspection Sign-offs	
			Appl Date Issue Date	NA			Original Revd/Final	Last Description		Next Description	
2021-30	Dwarakanathan New Home	\$ 900,000	5/5/2021	NA	5/5/2021	10/1/2023	10/1/2023	10/11/2023	4/12/2023	Insulation	Final
2021-47	Brown New Home	\$ 640,080	9/14/2021	NA	6/16/2021	6/15/2023	6/15/2023	10/10/2023	3/16/2023	Insulation	Final
45322 Fairway Ln	Armstrong New Modular Home	\$ 289,789	8/26/2021	7/23/2021	9/15/2021	5/1/2023	5/1/2023	10/11/2023	1/23/2023	Insulation	Final
2021-50	Gaba New Home	\$ 3,200,000	9/29/2021	9/21/2021	9/21/2021	8/1/2023	8/1/2023	10/11/2023	10/21/2022	Insulation	Final
48107 Walnut St	Huels Remodel	\$ 560,000	10/8/2021	NA	10/8/2021	10/11/2023	10/11/2023	10/11/2023	Insulation	Insulation	Final
50108 Arnold Ave	Morris New Home	\$ 500,000	12/22/2021	3/27/23rev	12/22/2021	5/15/2023	5/15/2023	10/11/2023	1/27/2023	Insulation	Final
50262 Golfview	Zalanskas New Home	\$ 3,123	2/23/2022	1/19/2022	12/29/2021	8/15/2023	8/15/2023	10/11/2023	11/30/2022	Insulation	Final
2022-02	Turnkey Estates New Home	\$ 480,000	3/24/2022	NA	3/24/2022	6/30/2023	6/30/2023	10/11/2023	11/11/2022	Insulation	Final
45318 Fairway Dr	Puskunigis New Home	\$ 3,154	3/31/2022	4/12/2022	3/31/2022	3/2022	3/2022	10/11/2023	11/20/2022	Insulation	Final
2022-15	Disabato New Home	\$ 960,000	5/11/2022	4/19/2022	5/11/2022	6/30/2023	6/30/2023	10/11/2023	8/30/2023	Insulation	Final
45316 Fairway Dr	Karazim New Home	\$ 600,000	5/31/2022	7/1/2022	5/31/2022	7/26/2023	7/26/2023	10/11/2023	7/26/2023	Insulation Insp	Final
2022-20	Puskunigis New Home	\$ 3,288	7/1/2022	7/11/2022	7/1/2022	6/2022	6/2022	10/11/2023	4/10/2023	Insulation Insp	Final
45325 Fairway Dr	Muentzer New Home	\$ 800,000	8/1/2022	7/14/2022	8/1/2022	6/2022	6/2022	10/11/2023	framing inspection	framing inspection	Insulation
2022-35	Nicolai New Home	\$ 884,840	7/20/2022	8/1/2022	7/20/2022	8/2022	8/2022	10/11/2023	2/22/2023	Walls & Steel	Framing
51224 Main	Swords New Home	\$ 3,409	8/17/2022	8/16/2022	8/17/2022	8/2022	8/2022	10/11/2023	8/31/2023	Insulation Insp	Final
2022-37	Ehimwenman New Home	\$ 800,000	8/10/2022	8/18/2022	8/10/2022	8/2022	8/2022	10/11/2023	8/7/2023	Insulation Insp	Final
45314 Fairway Dr	Acker New Home	\$ 300,000	9/21/2022	8/4/2021	8/30/2022	8/2022	8/2022	10/11/2023	8/2/2023	Insulation Insp	Final
2022-42		\$ 7,374	8/16/2022	8/16/2022	8/16/2022	8/2022	8/2022	10/11/2023	met with Billy	met with Billy	Framing
45304 Putters Dr		\$ 9,522	8/30/2022	8/30/2022	8/30/2022	8/2022	8/2022	10/11/2023	9/7/2023	9/7/2023	Framing
2022-43		\$ 300,000	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/21/2022	10/11/2023			
49031 SkyHi		\$ 300,000	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/21/2022	10/11/2023			
2022-47		\$ 300,000	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/21/2022	10/11/2023			

Village of Grand Beach - Monthly Building Inspection Report

Permit No Address	Owner Description of Work	Est. Cost Sq. Ft.	EGLE Permit		GB Permit		Start Date		Completion Date		Visits		Inspection Sign-offs	
			Appl Date Issue Date	NA	Appl Date Issue Date	9/23/2022	Original Actual	9/2022	Original Revd/Final	10/1/2023	Last Date Update	workers on site	Last Description	Next Description
52203 E. Arnold 2023-01	Addition, Rehab	1,906	NA	9/23/2022	9/2022	9/2022	10/1/2023	workers on site	spoke to owner	3/16/2023	Insulation	Final	Final	
46118 Royal	Africano Remodel	\$ 7,000	NA	1/5/2023	1/9/2023	1/2023		no activity						

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 Issue Date	NA		Original Actual	Original Revd/Final		Last Date Update	Last Description
2023-08 52306 E Arnold	Vondrasek Home	\$ 595,000 \$ 2,400	NA	3/2/2023 3/10/2023			10/11/2023 Framing Insp Fail	10/11/2023	Walls & Steel	Framing
2023-10 45310 Fairway	Larkin Home	\$ 640,000 \$ 3,300	NA	3/7/2023 3/14/2023	3/22/2023		10/11/2023	no activity	9/20/2023	Framing
2023-11 45316 Fairway	Puskunigis Pool and Fence	\$ 60,000	NA	3/17/2023 3/17/2023	3/29/2023		10/10/2023	workers on site	5/4/2023	
2023-12 45318 Fairway	Puskunigis Pool and Fence	\$ 60,000	NA	3/17/2023 3/17/2023			9/5/2023	workers on site	5/4/2023	
2023-15 47238 Perkins	Awdisho re-model	\$ 190,600	NA		Aug-23		10/11/2023	workers on site	walk through	Final
2023-19 51107 Main Dr	McElherne Egress windows	\$ 8,035	NA	3/30/2023	TBD		spoke with BCHD	5/24/2023	spoke to owner	
2023-20 45303 Fairway	Fox Home	\$ 1,200,000 \$ 3,100	NA	4/11/2023 4/15/2023	6/2/2023		10/11/2023	drywall install	10/2/2023	Final
2023-21 51220 Main Dr	Disabato Pool	\$ 120,000	NA	4/11/2023 4/12/2023			7/10/2023	pool set	Insulation Insp	
2023-22 45304 Putters Dr	Swords Pool	\$ 105,000	NA	4/12/2023 4/13/2023	8/7/2023		8/23/2023	pool installed	8/8/2023	
2023-24 50015 Calla Ave	Vanecko Pool	\$ 151,692	Good till 6/22/2024	4/15/2023 4/24/2023	4/24/2023		10/11/2023	Back fill	Footling Insp	
2023-32 51216 E Arnold	Kern Fence	\$ 200	NA	5/8/2023 5/12/2023	TBD		10/11/2023	No activity	7/11/2023	Footling
2023-35 51218 E. Arnold	Phillippi Pool	\$ 105,710	NA	6/12/2023 6/12/2023	6/21/2023		8/16/2023	pool installed	pool on site	Footling
2023-36 45312 Fairway Dr	Karazim Pool	\$ 67,000	NA	6/12/2023 6/12/2023			9/5/2023	workers on site	Footling	
2023-38 50215 Golfview Ave	Newell windows/door,kitch	\$ 42,700	NA	6/26/2023 6/27/2023			10/11/2023	workers on site	8/9/2023	Framing Insp 9/13/2023
2023-41 46105 Whitewood	Galvin Garage	\$ 225,000	NA	6/27/2023 6/30/2023			10/10/2023	Framing Insp	8/9/2023	Insulation Insp
2023-45 45312 Putters	Stack Home	\$ 1,100,000 \$ 4,156	NA	6/28/2023 7/17/2023			10/11/2023	workers on site	8/28/2023	Framing Insp
2023-47 49215 Howard Ave	Smith Beam	\$ 12,587	NA	7/6/2023 8/3/2023	TBD		9/12/2023	no activity	poured wall & steel	

Village of Grand Beach - Monthly Building Inspection Report

Permit No Address	Owner Description of Work	Est. Cost Sq. Ft.	EGLE Permit		Start Date		Completion Date		Visits		Inspection Sign-offs	
			Appl Date Issue Date	NA	Appl Date Issue Date	Original Actual	Original Revd/Final	Last Date Update	Last Description	Next Description		
2023-52 51380 Robin Ln	Malin Home	\$ 1,295,000 \$ 5,683	NA	8/15/2023 8/29/2023	TBD	10/6/2023	10/2/2023	10/6/2023	10/2/2023	Panelized walls set excavating	10/2/2023	need survey 9/7 staking
2023-55 45314 Fairway Dr	Nicolai Pool	\$ 117,400 \$ 336	N/A	9/8/2023 9/8/2023	TBD	10/11/2023		10/11/2023		no activity		
2023-56 47108 Pine Ave	Ulizio roof	\$ 14,050 \$ 200	N/A	8/31/2023 9/8/2023	TBD	10/2/2023		10/2/2023		Final Ice & water sld	9/25/2023	Final 10/2/2023
2023-57 52001 Lake Park Dr	Stryker Home	\$ 1,000,050 \$ 10,250	Applied	9/1/2023	TBD	24-Mar	10/5/2023	10/5/2023		spoke to architect		
2023-58 45304 Putter's Lane	Swords Retaining wall, pavers	\$ 50,000 \$ 500	N/A	9/20/2023 9/21/2023	TBD							
2023-59 46316 Station Rd	Schneider Roof	\$ 14,200 \$ 200	N/A	9/8/2023 9/25/2023	TBD							
2023-60 45311 Putter's Ln	Moles swim spa	\$ 26,700 \$ 156	N/A	9/20/2023 9/25/2023	TBD							
2023-61 45311 Putter's Ln	Moles Fence	\$ 18,495 \$ 200	N/A	9/12/2023 9/25/2023	TBD							
2023-62 51218 E Arnold Dr	Phillippi Fence	\$ 21,188 \$ 262	N/A	9/23/2023 9/25/2023	TBD							
2023-63 50114 W Arnold	Mauro workout room	\$ 125,000 \$ 1,250	N/A	9/22/2023 9/25/2023	TBD							
2023-64 50215 Golfview Ave	Newell roof repair	\$ 14,000 \$ 200	N/A	9/25/2023 10/2/2023	10/2/2023			10/3/2023		Ice & Water Shield		Final
2023-65 48012 Ridge Rd	Pope Fence	\$ 10,682 \$ 250	N/A	9/25/2023 10/2/2023	TBD							
2023-66 47123 Perkins Blvd	Sebastian Demo	\$ 10,000 \$ 100	N/A	10/2/2023 10/2/2023	TBD							
2023-67 47027 Lakeview Ave	Honeybee Garden LLC Demo	\$ 100	N/A	10/2/2023	TBD			10/5/2023		Electric/Gas disc		
2023-68 49001 McKean Dr	Scaletta Roof repair	\$ 3,209 \$ 200	N/A	9/28/2023 10/6/2023	TBD							
2023-69 49003 Fox Trail	Szykowny Roof	\$ 22,534 \$ 225	N/A	10/2/2023 10/6/2023	TBD							
2023-70	Liebentritt	\$ 100,000	N/A	10/5/2023	TBD							

Village of Grand Beach - Monthly Building Inspection Report

Permit No Address	Owner Description of Work	Est. Cost Sq. Ft.	EGLE Permit		GB Permit		Start Date		Completion Date		Visits		Inspection Sign-offs	
			Appl Date Issue Date	Issue Date	Appl Date Issue Date	Issue Date	Original Actual	Original Revd/Final	Last Date Update	Last Description	Next Description			
48007 Ridge Rd 2023-71	roof,deck,railing	\$ 1,050		10/5/2023	10/5/2023									
47021 Lakeview Ave	Daily Wall/stair demo	\$ 10,000 \$ 100	N/A	10/10/2023 10/10/2023	10/10/2023 10/16/2023									
46115 Glenwood Ave	Cosentino IMPC													
46103 Ely	McLean Facia													

2/27/2023 Letter
 3/15/2023 Phone call
 5/15/2023 Phone call
 8/3/2023 Inspection
 8/28/2023 Phone call
 8/29/2023 Letter follow up
 5/22/2023 Inspection
 7/10/2023 sent letter to IL

Spring repairs
 some repairs
 2nd letter
 Given 60 days
 Contacting
 Certified Letter

October 16, 2023

Grand Beach Council Members,

After the last Council meeting, I contacted many Master Planning Consultants who might be interested in reviewing our Master Plan thus far and again when it is completed. While there are many firms that do this type of work, it was challenging to find firms who were interested in our project. Only a few firms I contacted through phone calls and/or emails even responded to my requests. For those who did respond, several stated they were too busy to take on any more work.

I am pleased to have received two proposals:

One proposal was from Rebekah Schrag from Southwest Michigan Planning Commission for an hourly rate of \$75.00-\$95.00 per hour plus the standard mileage rate if needed.

The second proposal was from Beckett & Raeder, Inc. Our contact will be Sara Kopriva, an associate. The hourly rate is \$130.00 per hour, not to exceed \$4000.

My recommendation is to accept the Beckett & Raeder, Inc. proposal. While it comes at a higher rate per hour, the person working with us has much more experience in Master Planning and is confident the total cost will be less than \$4000.

Sincerely,

Diane Cody

Master Planning Task Force Chairman

SERVICE AGREEMENT
Grand Beach Master Plan Review
Project #: 2023078

Firm: Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622

Client: Village of Grand Beach
48200 Perkins Blvd
Grand Beach, MI 49117
269.469.3141

This Service Agreement ("Agreement") is between the Firm and Client and is effective on the date last signed by both parties. Client desires to retain Firm as an independent contractor to provide certain services and/or deliverables under the conditions set forth in this Agreement, and Firm desires to provide those services and/or deliverables.

For each project under this Agreement ("Project"), Firm and Client shall agree on a written Scope of Work ("Scope") that shall contain a description of one or more of the following, as applicable:

1. any and all documents, renderings, photographs, drawings, summaries, reports, analysis, studies or other written materials to be created and/or delivered by Firm ("Written Materials");
2. the services to be provided by Firm ("Services");
3. milestone and completion dates for each Written Material and Service;
4. the amount and timing of fees and expenses to be paid by Client to Firm for each Written Material and Service; and
5. all information and materials to be provided by Client as necessary for Firm to complete each Written Material and Service.

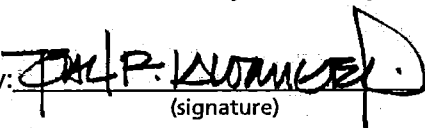
Written Materials and Services are collectively referred to as "Deliverables." Each Scope shall be attached to this Agreement and subject to the terms and conditions of this Agreement.

This Agreement is comprised of this cover page, the Terms and Conditions attached to this cover page and each Scope executed by the parties. Client's signature is required below and its initials are required at the end of the Terms and Conditions.

Prepared by:

John Iacoangeli, Partner
(printed name and title)

**AGREED AND ACCEPTED:
BECKETT & RAEDER, INC. / BRI, INC.**

By: 
(signature)

Name: John Iacoangeli, FAICP
(printed)

Title: Partner

Date: October 13, 2023

Harry Walder, Village President

By: _____
(signature)

Name: _____
(printed)

Title: _____

Date: _____

TERMS AND CONDITIONS

Warranties and Disclaimer.

Firm warrants that (a) all Deliverables provided to Client shall be Firm's original work, or that Firm will have acquired all rights necessary to fulfill its obligations under this Agreement and each Scope; (b) all Deliverables shall be provided in a diligent, prompt, and professional manner by individuals with the necessary knowledge and training to provide such Deliverables; and (c) all Deliverables will be provided in accordance with the milestones agreed to in the applicable Scope; provided that Client timely, accurately and completely performs all of its obligations under this Agreement and the Scope. The warranties described in this Section are the only warranties Firm makes under this Agreement. FIRM DISCLAIMS, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

Insurance.

Upon request, Firm will furnish the Client with a written description of insurance coverages being maintained by Firm, which may be related to Firm's provision of Deliverables. No oral representations regarding insurances shall be binding upon Firm.

Termination.

This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party. In the event of termination, Firm shall be paid all amounts due and owing from Client for Firm's performance up to the effective date of termination. Upon payment of all such amounts, Firm shall deliver to Client all Written Materials under each Scope, whether in final form or as works in process; provided that Firm assumes no liability for the use of any Written Materials that are a work in process upon delivery to Client, unless specifically agreed to in writing by Firm. All provisions of this Agreement relating to ownership, indemnification and limitations of liability shall survive termination of this Agreement.

Payment.

Firm shall bill for Deliverables, and reimbursable costs incurred, on a periodic basis as set forth in the Scope. Each invoice shall be due and payable within thirty (30) days of receipt by Client. If an invoice is not paid within this time period Firm may, upon seven (7) days written notice to Client, suspend provision of Deliverables under the applicable Scope until all past due amounts are paid. In addition, invoices over sixty (60) days past due may be charged monthly interest at the rate of eighteen percent (18%) per annum on the unpaid balance or the highest lawful rate, whichever is less.

Cost Estimates.

Since Firm has no control over the cost of labor and materials or over competitive bidding and/or market conditions, any estimates of equipment, construction or operating costs will be made on the basis of Firm's experience, but Firm does not warrant the accuracy of such estimates as compared to contractors' bids or actual costs incurred.

Client Responsibilities - Generally.

Client shall provide Firm with all access to Client's personnel, facilities, computers, materials and all other equipment reasonably necessary for Firm to provide the Deliverables as specified in the applicable Scope. Client will obtain any consent required from a third party to permit Firm to access and use that third party's hardware, software or other proprietary material under Client's possession and control in order for Firm to provide the Deliverables under the applicable Scope. Client warrants that it shall timely, accurately and completely perform those obligations and assume those responsibilities specified in this Agreement and in each applicable Scope, including, but not limited to, the timely rendering of all required decisions and approvals. Should Client fail to comply with this warranty, Firm shall receive an appropriate extension of time to provide the Deliverables under the applicable Scope, and Client shall reimburse Firm for all additional direct costs or expenses incurred by Firm as a result of Client's noncompliance.

Site Access and Security.

Client shall obtain authorization for entry and use of land as necessary for Firm to timely perform its obligations under this Agreement. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of Firm's obligations under this Agreement, except for such damage as caused by the sole negligence of Firm.

Site Conditions.

Client recognizes that the presence of hazardous materials or pollution on or beneath the surface of a site may create risks and liabilities. Firm has neither created nor contributed to the presence of any hazardous materials or pollution. Consequently, Client recognizes and hereby acknowledges that this Agreement accordingly limits Firm's liability.

Federal / Local Right to Know Compliance.

In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, Client shall provide Firm with a list of hazardous substances in the work place to which Firm employees or subcontractors may be exposed in performance of its obligations under this Agreement and each Scope. Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.

Shop Drawings.

If shop drawing review is provided under a Scope, Firm will check and review samples, catalog data, schedules, shop drawings laboratory, shop and mill tests and materials and equipment, and all other data which the contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the construction Contract Documents.

Construction Phase Services.

When authorized to provide construction observation or construction management services, Firm's liability with regard to the compliance of construction to Construction Documents prepared by Firm shall be only as expressly described in the Scope.

Ownership and Use of Deliverables.

Unless otherwise expressly provided in a Scope, Firm will own all rights, title and interests, including intellectual property rights, in and to all Deliverables and other materials created in connection with or pursuant to this Agreement. No Deliverables will be considered "works made for hire" as that term is used in association with the U.S. Copyright Act. Nothing herein shall be construed to restrict, or constitute an assignment of, any of Firm's rights or proprietary interests in its methodologies, techniques, technology or products. Upon the payment of all amounts owed to Firm under the applicable Scope, Client will own its copies of all Deliverables provided to Client by Firm, and may copy, use, modify, adapt, translate and distribute all such Deliverables within its organization without restriction. The Deliverables may be used only for Client's business purposes as described in the applicable Scope. Any reuse or other use of any Deliverables after they have left the custody of Firm shall be at Client's sole risk without liability to, or cause of action against, Firm.

Limitation of Liability.

In recognition of the relative risks, rewards and benefits of the Projects to both the Client and the Firm, the risks have been allocated such that the Client agrees that, regardless of the form of action or theory of recovery, in no event shall Firm be liable to Client in connection with this Agreement and/or Deliverables for any (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if Firm has been advised of the possibility of such damages; (b) lost profits, lost revenue, lost business expectancy, business interruption losses or benefit of the bargain damages; (c) act or omission of any third party, except for Firm's authorized subcontractors; and/or (d) direct damages in an amount in excess of all amounts received by Firm under the Scope under which the claim arose or \$100,000, whichever is less. These limitations apply to, without limitation, Firm's negligence, errors, omissions, strict liability, and breach of contract.

Dispute Resolution.

Any dispute between the parties arising out of or related to this Agreement and/or the Deliverables shall be initially submitted to non-binding mediation and in such event each party shall be equally responsible for the expense of the neutral mediator. If mediation is unsuccessful or is not commenced within thirty (30) days of written notice to the other party of a dispute, the dispute shall be resolved by arbitration. These dispute resolution procedures shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association and the arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. Nothing herein shall prevent either party from seeking injunctive or other equitable relief from a court of competent jurisdiction pending the conduct and outcome of arbitration.

No Employee Solicitation.

During the term of this Agreement and for a period of one (1) year after its termination, Client shall not hire, solicit for hire, use, and/or contract with any individual(s) who was or is a Firm employee during the term of this Agreement. Client stipulates to the reasonableness of this provision to protect Firm's legitimate business interests in its workforce.

No Third Party Rights.

This Agreement does not create any rights or benefits to parties other than the Client and Firm.

Independent Contractor Status

Firm is an independent contractor and not an employee, agent, joint-venturer or partner of Client. Firm has no authority to create any obligations for Client, is not entitled to any benefits of Client employees, and is responsible for its own costs and legal responsibilities of doing business, including insurance, taxes, workers compensation, equal opportunity compliance, immigration requirements, and employment benefits.

Subcontractors.

Unless expressly prohibited in a Scope, Firm may use subcontractors to provide Deliverables for Client.

Assignment.

Customer may not assign this Agreement, or any Scope, in whole or in part, without Firm's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

ATTACHMENTS

The following attachments are incorporated as part of this Agreement.

- Scope of Work
- Project Schedule, Gantt Chart, Milestone Chart, Etc.
- Professional Fees and Reimbursables
- Other:
- Other:

Scope of Work:

Beckett and Raeder will review the draft Village of Grand Beach Master Plan to ensure compliance with the requirements of Michigan Planning Enabling Act (Act 33 of 2008). Two reviews will be conducted: 1. Draft action plan 2. Complete draft. A memo of suggested changes will be provided to the Planning Commission for consideration.

Cost: Billed at hourly rate according to fee schedule below. Project Not to Exceed \$4,000. When reaching not to exceed amount, BRI will notify the Village for authorization to proceed above \$4,000 limit. Most work to be completed by Associate.



2023 Professional Service Fee and Structure

Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

AS REQUIRED BY CLIENT:

Partner	\$160.00 Hour
Principal	\$150.00 Hour
Senior Associate	\$140.00 Hour
Senior Project Manager	\$135.00 Hour
Senior Professional Engineer	\$135.00 Hour
Associate	\$130.00 Hour
Senior Project Professional/Landscape Architect/Planner	\$125.00 Hour
Project Manager	\$125.00 Hour
Professional Engineer	\$125.00 Hour
Senior GIS Specialist	\$115.00 Hour
Project Engineer (E.I.T.)	\$110.00 Hour
Senior Project Site Representative	\$105.00 Hour
Project Professional/Landscape Architect/Planner	\$105.00 Hour
GIS Technician	\$ 95.00 Hour
Resident Project Site Representative	\$ 85.00 Hour
Computer Technician /CAD Technician	\$ 85.00 Hour
Clerical	\$ 70.00 Hour
Interns (non-degreed)	\$ 60.00 Hour
Inspection Forms	At Cost
Printing and Duplicating	At Cost
Photography	At Cost
Postage / UPS / FedEx	At Cost
Permit Application Fees	At Cost
Site Plan Review Fees	At Cost
Travel Expenses (Airfare, Lodging, Meals, Fares, etc)	At Cost
Mileage	At Current Federal Rate

Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered

CONTRACT FOR SERVICES TO ASSIST IN A MASTER PLAN UPDATE

by and between

Southwest Michigan Planning Commission
376 West Main Street Suite 130
Benton Harbor, MI 49022-3651
(Hereinafter referred to as "SWMPC")

and

Village of Grand Beach
48200 Perkins Boulevard
Grand Beach, Michigan 49117
(Hereinafter referred to as "Village")

THIS CONTRACT shall enable the Southwest Michigan Planning Commission (SWMPC) to assist in the planning process and the production of a Village Master Plan Update for the Village of Grand Beach. This Contract is entered into on this the 3rd day of October, 2023. The Contract exists by and between the Southwest Michigan Planning Commission (SWMPC) of 376 West Main Street, Suite 130 Benton Harbor, Michigan 49022-3651 and the Village of Grand Beach (Village) 48200 Perkins Boulevard, Michigan 49117

Terms and Conditions

THE PARTIES AGREE that the SWMPC will be retained to assist in the development of a Village Master Plan update. The SWMPC will review the updated master plan, offer comments and assist the Village with adoption process by providing language for resolutions and public notices. As the Village progresses through the Master Plan development, the SWMPC will be available to instruct on details of what is necessary to meet the state standards and generally understood best practices.

Payment Conditions

The SWMPC will perform the work under this Contract on an hourly basis. The hourly cost will be within a range of \$75.00 to \$95.00 and also be reimbursed for the IRS mileage rate (2023 is 0.655) for any travel. The Village will be sent an invoice monthly for the accrued costs. The

SWMPC will continue to perform the work under this Contract until the master plan has been completed.

The SWMPC agrees to conscientiously provide planning services as outlined above. The SWMPC will devote all reasonable efforts to provide those services within a reasonable time frame. The Village hereby agrees to indemnify and hold harmless SWMPC from any and all claims, damage or injury of any kind or nature whatever to all persons, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the Project or the use of the Plan produced. The hold harmless and indemnification provided in this paragraph shall benefit the SWMPC and its agents, servants or employees. The Village agree to assume, on behalf of the SWMPC or their agents, servants, or employees, the defense of any action at law or equity which may be brought against the SWMPC or their agents, servants, or employees upon such claim and to pay all costs and expenses of whatever nature resulting therefrom and in connection therewith, including any judgments that may be entered against the Village or the SWMPC, and/or their agents, servants, or employees in any such action. In the event demand is made on either of the Village or the SWMPC by reason of any and all claims, damage, or injury of any kind or nature whatever to all person, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the Project, or in the event the Village or the SWMPC is required to make any payment by reason of such a claim, the SWMPC shall be entitled to indemnification.

If any action, suit or proceeding shall be commenced against the Village and/or the SWMPC, in respect of which the SWMPC proposes to demand indemnification, the Village shall be notified to that effect with reasonable promptness and shall have to assume the entire control of (subject to the right of the SWMPC to participate at its expense with counsel of its choice) the defense, compromise or settlement, thereof, including at the Village's own expense employment of counsel, and in connection therewith the SWMPC shall cooperate fully to make available to the Village all pertinent information under its control.

The indemnification and hold harmless provided herein is personal to SWMPC. The indemnification and hold harmless herein shall not benefit any third parties to this Contract, nor create any rights against the Village in any third parties. The indemnification and hold harmless provided herein shall continue in effect notwithstanding the fact that work hereunder has been

completed. Notwithstanding any other term of this Agreement, the indemnification and hold harmless provided herein by the Village shall not extend to any claims asserted against the SWMPC by reason of its negligent act or omission or by reason of SWMPC's breach of this Agreement.

This Agreement shall establish an independent contractor agreement between the Village and the SWMPC, and shall not be construed as creating a partnership, joint venture, or any other business entity under which either party could take action to establish any obligation or liability for the other party. The SWMPC understands and agrees that it should be solely responsible for the timely reporting and payment of all income taxes and other governmental liabilities resulting from the performance of its services under this Agreement, which responsibility is not borne or shared by the Village in any manner whatsoever.

Term of Contract

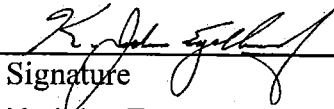
This Contract will be effective upon the signing by all parties. This Contract shall be rendered null and void in the event that either the Village or the SWMPC elects to end the Contract. This Contract will be terminated upon the receipt of written notice. Otherwise, if necessary, the Contract will be updated annually by mutual written agreement of the parties to reflect changes in fees including but not limited to hourly wage and mileage costs.

Southwest Michigan Planning Commission
376 West Main Street, Suite 130
Benton Harbor, Michigan 49022
Attention: K. John Egelhaaf, Executive Director
egelhaafj@swmpc.org

Village of Grand Beach
48200 Perkins Boulevard
Grand Beach, MI 49117
Attention: Harry Walder, President
hwalders@grandbeach.org

This Contract shall be governed by the laws of the State of Michigan. The effective date of this Contract shall be the last date on which it is executed by the parties involved. IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date below.

Southwest Michigan Planning Commission



Signature

K. John Egelhaaf Executive Director

Printed Name and Title

10/3/2023

Date

Village of Grand Beach

Signature

Printed Name and Title

Date



July 28, 2023

ATTN: Mary Robertson

Site Name: 2615-New Buffalo South

Site ID: 120429

Dear Landlord,

I am following up with you regarding our recent telephone conversation setting forth Verizon Wireless's Lease Optimization Program. As discussed during our conversation, Verizon Wireless is interested in making certain modifications to the cell site lease regarding the Verizon Wireless communications facility on your property. These lease modifications will allow the cell site on your property to better meet Verizon Wireless's current operational needs and enhance its long term value to the overall network.

Criteria for Cell Site Retention

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount:** \$1,000.00 per month, commencing on (January 1, 2024)
- **New Rent Escalator:** Ten Percent (10%) every 5 years (next increase on January 1, 2029)
- **Additional Renewal Terms:** Four (4) additional five (5) year renewal terms

Additionally, in order to maintain long-term operational flexibility, Verizon Wireless requires that the following language, substantially in the form of the following, be added to the Lease:

Use. Notwithstanding anything contained in the Lease to the contrary, all improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates ("LESSEE Modifications"), whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to the Lease.

LESSOR acknowledges and agrees that any provision in the Lease that provides for (i) LESSEE to obtain LESSOR's consent for LESSEE Modifications, (ii) an increase in rent as consideration for LESSEE Modifications, (iii) LESSEE to submit engineering designs, including, but not limited to, a structural analysis, to LESSOR for approval prior to making LESSEE Modifications and (iv) an amendment to memorialize LESSEE Modifications, are hereby deleted.



The foregoing proposal does not constitute a binding offer to amend the lease. No legal obligation is created by this letter or any other written or oral communications until a written amendment to the lease has been signed by both Landlord and Verizon Wireless. Verizon Wireless will continue to abide by the terms of the current lease until an amendment has been executed or the existing lease has been terminated or expires. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come. After having reviewed this proposal, please contact me prior to August 4th, 2023.

Sincerely,



Nicholas Politz
Lease Consultant
Lease Optimization - CENREV

0 469.342.3078

180 Washington Valley Road, Bedminster, NJ 07921

TREE ORDINANCE

AN ORDINANCE TO PROVIDE FOR THE PROTECTION, PRESERVATION AND GROWTH OF TREES AND THE URBAN FOREST

Section 1 - Purpose

Trees are a critical part of the Village of Grand Beach's infrastructure and are closely connected with the public health, safety, and welfare of the community. The Village Council has enacted this regulatory ordinance to preserve, maintain, and increase the trees and forests that:

- Protect public investments such as stormwater systems, erosion control, public utilities, streets
- Create a healthy environment by reducing heat islands and lessening noise
- Enhance quality of life and the character of residential neighborhoods

Section 2: Definitions - (see also Standards and Specifications appendix for additional definitions and arboricultural terms)

Damage - any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance - any tree, or limb thereof, that has an **infectious disease** or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safe and welfare.

Park & Recreation Committee (PRC) -- Grand Beach Park & Recreation Committee

Parkway - the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street.

Public property - all grounds and rights-of-way (ROWs) owned or maintained by Village of Grand Beach.

Public tree - any tree or woody vegetation on village-owned or village-maintained property or rights-of-way.

Public utility - any person owning or operating any pole, line, pipe, or conduit located in any public street or over or along any public easement or right-of-way for the transmission of electricity gas, telephone service or any other means of electronic communication.

Tree - also means shrubs, bushes, and all other woody vegetation.

Top or Topping - the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree to remove the normal canopy and disfigure the tree.

Section 3: Authority and Management Control

(a) The Parks & Recreation Committee ("PRC") shall have general management and power and authority over all trees, plants and shrubs located within the street right-of-way, public parks, and other public places of the Village; and the trees and shrubs located on private property that constitute a hazard or threat to the safety and **well-being** of residents and public in any place in the Village.

PRC shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-way, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas or and municipal water or sewer line, or **any tree that is affected by fungus, insect, or other pest disease or any disease that threatens the health of other public or private vegetation.**

PRC shall take measures as may be deemed necessary on public or private property to control and exterminate **insects, pests, plant diseases which may injure trees, plants, or shrubs in the Village.**

(b) Interference: No person shall hinder, prevent, delay, or interfere with PRC or their agents while engaged in carrying out the execution or enforcement of this Ordinance.

Section 4: Tree planting and care standards

(a) Standards: All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operation" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.

(b) Utilities: The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards. [long versions on Grand Rapids pg. 9, Kalamazoo pg. 4]

(c) Preferred species list: PRC shall maintain an official list of desirable tree species for planting on public property.

(d) Planting distances: The PRC shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within 10 feet of a fire hydrant.

(e) Planting trees under electric utility lines: Only trees listed as Ornamental trees on the official city tree species list may be planted under or within 15 lateral feet of any overhead utility wire.

Section 5: Prohibition against harming public trees

- (a) It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the PRC.
- (b) It shall be unlawful for any person, firm, or corporation to attach any cable, wire, or signs or any other object to any street, park, or public tree.
- (c) It shall be unlawful for any person, firm, or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of PRC.
- (d) Any person, firm, or corporation performing construction near any public tree(s) shall consult with the PRC and shall employ appropriate measures to protect the tree(s), according to procedure contained in the Best Management Practices (BMPs) for "Managing Trees during Construction" published by the International Society of Arboriculture.
- (e) Each violation of this section as determined and notified by the PRC shall constitute a separate violation punishable by fines and penalties under Section 10, in addition to mitigation values placed on the tree(s) removed or damaged in violation of this section.

Section 6: Adjacent owner responsibility

- (a) The owner of land adjacent to any Village Street or place, with the permission of the PRC and when acting within the provisions of this Ordinance, may plant PRC-approved trees in the adjacent parkway area and take the responsibility to maintain them. [Grand Haven pg. 2 long version] [All trees planted on public property become the property of the Village]
- (b) No property owner shall allow a tree, or other plant growing on his or her property to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the PRC shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the Village may undertake the necessary work and charge the cost to the property owner.

Section 6a: Boundary Line Trees (trees that are on both public and private property)

Often these trees are large, mature and valuable. Surveys are needed to determine the percentage of tree on which property. Arborists are often required to anticipate the outcome of solutions, required trimming, removal or disease treatment.

Section 7: Nuisance trees

(a) Any tree, or limb thereof, on public or private property **determined by the PRC to have contracted a lethal, communicable disease or insect; to be dead or dying**; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the Village may require its treatment or removal.

(b) Private property owners have the duty, at their own expense, to **remove or treat nuisance trees on their property**. The Village may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the PRC withing the written notification period.

Section 8: Violations and penalty

Any person, firm or corporation violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense.

Section 9: Appeals

Appeals to decisions by the PRC or penalties imposed after violations of this ordinance, shall be heard by the Village Council.

Thoughts and notes:

- PRC appoint position for tree management?
- Include Tree Board, Urban Forestry Committee, Arborist/Forestry expert in the ordinance? Or just perform Tree Board tasks as required for TreeCityUSA
- State of Michigan Invasive species list in ordinance or just in Specifications & Standards section
- Special forestry requirements i.e. utilities should not prune oaks in summer due to Oak Wilt
- Landmark trees (see Grand Rapids pg 13/14, owner approval required on private property)
- Fire hazard for weeds/grass addressed in Ord 2021-100. Also consider fire prevention for dry tree debris that could act as tinder/kindling
- Landscaping NEW developments/subdivisions -- define process, review, approval?
- Fees

- Permits
- Vendor licenses, insurance
- Obstruct view redundancy: Section 6 Adjacent Owner (b) and Section 7 Nuisance (a). This is on both sample ordinances so there may be a reason

Local Revenue Sharing Disbursement

NBALS Distribution 2023

From Casino	3,449,350.02
From Balance of LRSB	-
Specific Costs	
Water Pumping Station	17,179.76

.5% Admin Allocation	
Total Specific Costs	<u>17,179.76</u>
Balance to Be Distributed	<u>3,432,170.26</u>

Calculation of PILT		PILT		2,230,910.67	65%
	Millage Rate	Total Millage	Payout/Millage		Total
Berrien County					
Operating	4.7680		0.159034	354,790.77	
911 12/24	0.4495		0.014993	33,447.00	
Law Enforcement 12/24	0.3496		0.011661	26,014.02	
Senior Center 12/24	0.2997		0.009996	22,300.92	
Parks 12/23	0.0999		0.008332	7,433.64	
		5.9667			443,987.01
NB Township					
Operating	0.3843		0.012818	28,596.08	
Public Safety	-		-	-	
Parks 12/21	0.3700		0.012341	27,532.00	
Public Safety 12/26	-		-	-	
		0.7543			56,128.08
NB Schools					
Operating 12/25	18.0000		0.600380	1,339,394.68	
	-		-	-	
		18.0000			1,339,394.68
NB Library					
Debt 12/36	0.3046		0.010160	22,665.53	
Operating	0.3223		0.010750	23,982.61	
		0.6269			46,648.14
Berrien RESA					
Operating	0.1743		0.005814	12,969.81	
Spec Ed 60	0.6580		0.021947	48,962.32	
Spec Ed 71	0.6580		0.021947	48,962.32	
Spec Ed 86	0.8774		0.029265	65,288.05	
		2.3677			176,182.48
LMC					
Operating 12/23	0.8804		0.029365	65,511.28	
Operating 12/26	0.6655		0.022197	49,520.40	
Operating	0.2395		0.007988	17,821.39	
Operating 12/26	0.4800		0.016010	35,717.19	
		2.2654			168,570.26
Sub totals	29.9810	29.9810	1.000000	2,230,910.67	2,230,910.67

Discretionary Funds		1,201,259.59	35%
Berrien County	0.07	84,088.17	
NB Township	0.40	480,503.84	
NB City	0.20	240,251.92	
Chikaming Township	0.10	120,125.96	
Three Oaks Township	0.10	120,125.96	
Three Oaks Village	0.05	60,062.98	
Grand Beach Village	0.02	24,025.19	
Michiana Village	0.02	24,025.19	
NB Public Schools	0.01	12,012.60	
NB Public Library	0.01	12,012.60	
Berrien RESA	0.01	12,012.60	
LMC	0.01	12,012.60	
Sub Total	1.00	1,201,259.59	

	PILT	Discretionary	Spec/Actual	2023
Berrien County	443,987.01	84,088.17		528,075.19
NB Township	56,128.08	480,503.84	17,179.76	553,811.67
NB City		240,251.92		240,251.92
Chikaming Township		120,125.96		120,125.96
Three Oaks Township		120,125.96		120,125.96
Three Oaks Village		60,062.98		60,062.98
Grand Beach Village		24,025.19		24,025.19
Michiana Village		24,025.19		24,025.19
NB Public Schools	1,339,394.68	12,012.60		1,351,407.28
NB Public Library	46,648.14	12,012.60		58,660.74
Berrien RESA	176,182.49	12,012.60		188,195.08
LMC	168,570.26	12,012.60		180,582.86
Admin Allocation				
	2,230,910.67	1,201,259.59	17,179.76	3,449,350.02

10/23/23

TRANSFER FUNDS FROM GENERAL FUND TO CAPITAL PROJECTS FUND
PER BUDGET FY 2022-2023

Copy Machine	\$ 800
Office Computer	\$ 250
Codify Ordinances	\$ 2,000
Chairs for Clubhouse	\$ 3,000
Round Tables & Racks – 72” Round	\$ 3,000
Round Tables & Racks – 60” Round & Rectangular	\$ 6,000
Furnace & A/C Replacement	\$ 5,000
Repair Concrete on Hall	\$10,000
Carpet Replacement	\$10,000
Beach Stairs	\$10,000
Remove Pilings	\$20,000
Park Equipment	\$ 5,000
Tennis Court	\$ 8,500
Tree Program for Playground	\$ 5,000
Backhoe/Tractor	\$ 3,000
Pick-Up Truck & Plow	\$ 4,000
Dump/Plow Truck & Salt Spreader	\$ 6,000
Leaf Vacuum Unit	\$15,000
Salt Building	<u>\$ 100</u>
 Total Transfer as Budgeted	 \$116,650

VILLAGE OF GRAND BEACH
BUDGET AMENDMENT
GENERAL FUND FY 22/23
MEETING ON OCTOBER 23, 2023

Revenue Accounts			
Account #	Account Name	Inc (+) Decr. (-)	Amount
000-402	Current Property Tax	+	90,876
000-670	Miscellaneous Revenue	+	39,850
000-588	Casino Funds-Pokagon NBALRSB		24,025
Total Change in revenue:			154,751

Expense Accounts			
Account #	Account Name	Inc (+) Decr. (-)	Amount
105-956	Council - Miscellaneous	-	-1,325
192-956	Elections - Miscellaneous	-	-800
202-801	Independent Audit - Prof. Svces.	-	-1,750
215-956	Village Office - Miscellaneous	+	15,000
265-956	Hall and Grounds- Miscellaneous	+	70,925
266-956	Maintenance Garage - Misc.	+	5,175
300-956	Police - Miscellaneous	+	20,500
446-956	Public Works - Miscellaneous	-	-7,025
520-818	Sanitation - Contractual Services	+	21,350
691-956	Parks & Recreation - Misc.	+	1,900
702-956	Zoning - Miscellaneous	+	5,800
721-956	Planning Commission - Misc.	-	-15,400
724-956	Beaches - Miscellaneous	-	-18,600
852-852	Hospitalization	+	2,000
861-861	Pension	+	3,000
862-862	FICA - Village Share	+	3,225
863-863	Medicare - Village Share	+	800
865-865	Insurance & Bonds	-	-7,500
870-870	Holiday, Sick & Vacation Pay	+	11,000
871-871	Workers Compensation	-	-17,400
105-501	Transfer to Major Streets Fund	+	39,850
965-000	Transfer to Capital Projects Fund	+	24,026
Total Change in Expenses:		Increase	154,751

Net Effect on Budget: + **0**

Year end budget amendment. This includes additional expenses for wages, benefits, trash, utilities, sign, expense for balcony repairs, used SUV for garage, part of expense for generator, short-term rental inspections, and includes transfer of funds received from class action lawsuit to Major Streets Fund. This also includes the receipt of Local Revenue Sharing Funds and transfer of same to Capital Projects fund.

VILLAGE OF GRAND BEACH
BUDGET AMENDMENT
WATER FUND FY 22/23
MEETING ON OCTOBER 23, 2023

Revenue Accounts			
Account #	Account Name	Inc (+) Decr. (-)	Amount
645-000	Water Meter Replacement	+	7,825
650-000	Tap in Fees	+	37,800
664-000	Interest Earned	+	13,000
Total Change in revenue:		+	58,625

Expense Accounts			
Account #	Account Name	Inc (+) Decr. (-)	Amount
702-000	Wages - Head of Dept.	+	6,850
707-000	Wages - Other	+	3,600
727-000	Office Supplies	-	-1,000
778-000	Repair & Maintenance	+	18,000
801-000	Professional Services	+	3,425
818-000	Contractual Services	+	14,625
850-000	Telephone & Internet Service	-	-400
852-000	Hospitalization	-	-6,000
861-000	Pension	+	450
862-000	FICA	+	725
863-000	Medicare	+	175
865-000	Insurance and Bonds	-	-750
870-870	Holiday, Vacation & Sick Pay	+	2,200
871-000	Workers Compensation	-	-200
920-000	Utilities	+	1,000
927-000	Water Purchases	+	8,500
943-000	Equipment Rental	+	6,025
950-000	Schooling	-	-2,100
956-000	Miscellaneous	+	3,500
Total Change in Expenses:		Increase	58,625

Net Effect on Budget: + **0**

Year end budget amendment. Includes increased water purchases, utilities, engineering, legal fees, extra expense for water taps, additional wages and benefits.

VILLAGE OF GRAND BEACH
 BUDGET AMENDMENT
 GOLF FY 22-23
 MEETING ON OCTOBER 23, 2023

Revenue Accounts			
Account #	Account Name	Inc (+) Decr. (-)	Amount
000-653	Green Fees	+	13,850
Total Change in Revenue:			13,850

Expense Accounts			
Account #	Account Name	Inc (+) Decr. (-)	Amount
000-704	Pro Shop Mgr. & Employees	+	6,650
000-706	Wages - Clerical	-	-1,500
000-707	Wages - Other	+	625
000-727	Office Supplies	+	375
000-730	Point of Sale Software Fees	-	-425
000-778	Repair & Maintenance	-	-300
000-810	Membership Dues - Golf Assoc.	-	-350
000-818	Contractual Services	+	24,000
000-852	Hospitalization	-	-3,000
000-862	FICA	+	425
000-863	Medicare Expense	+	150
000-865	Insurance & Bonds	-	-800
000-900	Printing & Publishing	-	-750
000-901	Marketing Expense	-	-400
000-902	Professional Services	-	-900
000-920	Utilities	-	-550
000-949	Clothing - Concession Cost	+	2,600
000-960	Credit Card Use Fees	+	1,400
000-985	Equipment Purchases	-	-13,400
Total Change in Expenses:			13,850
Net Effect on Budget:			0

Year end budget amendment. Includes additional wages, benefits and lake intake pipe work.

VILLAGE OF GRAND BEACH
 BUDGET AMENDMENT
 MAJOR STREETS FY 22/23
 MEETING ON OCTOBER 23, 2023

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

Account #	Expense Accounts Account Name	Inc (+) Decr. (-)	Amount
215-706	Wages - Clerical	+	200
215-801	Professional Services	-	-375
215-865	Insurance & Bonds	-	-275
463-707	Maint. Wages-Other	+	5,000
463-710	Routine Maintenance-FICA	+	375
463-711	Routine Maintenance-Medicare	+	175
463-712	Pension	+	500
463-713	Vacation, Holiday & Sick Pay	+	400
463-782	Street Supplies	+	6,000
463-818	Contractual Services-Tree Trimming	-	-2,975
463-852	Routine Maintenance-Health Insurance	+	1,400
463-855	Routine Life & Disability Insurance	+	75
463-943	Equipment Rental	+	3,500
478-702	Winter Wages-Head of Dept.	-	-1,500
478-707	Winter Wages-Other	-	-2,800
478-713	Winter-Vacation, Holiday & Sick Pay	-	-675
478-782	Winter Street Supplies	-	-2,300
478-852	Winter Maintenance - Health Insurance	-	-3,175
478-943	Winter-Equipment Rentals	-	-3,550
Total Change in Expenses:		-	0

Net Effect on Budget: - 0

Year end budget amendment. Includes wages, benefits, street supplies & equipment rental.

VILLAGE OF GRAND BEACH
 BUDGET AMENDMENT
 LOCAL STREETS FY 22/23
 MEETING ON OCTOBER 23, 2023

Account #	Revenue Accounts Account Name	Inc (+) Decr. (-)	Amount
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Total Change in Revenue:

Account #	Expense Accounts Account Name	Inc (+) Decr. (-)	Amount
215-706	Wages - Clerical	+	200
215-801	Professional Services	-	-375
215-865	Insurance & Bonds	-	-250
463-707	Maint. Wages - Other	+	6,100
463-710	Routine Maintenance-FICA	+	425
463-711	Routine Maintenance-Medicare	+	150
463-712	Pension	+	425
463-713	Holiday, Vacation & Sick Pay	+	550
463-782	Street Supplies	-	2,725
463-818	Contractual Services - Tree Trimming	-	-975
463-852	Routine Health Insurance	+	2,000
463-855	Routine Life & Disability Insurance	+	75
463-943	Equipment Rental	+	3,500
478-702	Winter Wages-Head of Dept.	-	-1,550
478-707	Winter Wages-Other	-	-2,700
478-713	Winter-Vacation, Holiday & Sick Pay	-	-650
478-782	Winter Street Supplies	-	-2,100
478-852	Winter Health Insurance	-	-3,000
478-943	Winter-Equipment Rental	-	-4,550
Total Change in Expenses:		+	0

Net Effect on Budget: + **0**

Year end budget amendment. Includes wages, benefits street supplies & equipment rental.

VILLAGE OF GRAND BEACH
 BUDGET AMENDMENT
 BUILDING INSPECTION FY 22/23
 MEETING ON OCTOBER 23, 2023

Account #	Revenue Accounts Account Name	Inc (+) Decr. (-)	Amount
000-476	Licenses and Building Permits	+	30,200
Total Change in Revenue:		+	30,300

Account#	Expense Accounts Account Name	Inc (+) Decr. (-)	Amount
000-702	Building Inspector & Official	+	26,000
000-850	Telephone & Internet	+	1,200
000-862	FICA	+	1,700
000-863	Medicare	+	425
000-871	Workers Compensation	+	225
000-873	Travel Expense	+	500
000-950	Schooling	+	250
Total Change in Expenses:		+	30,300

Net Effect on Budget: + 0

This is the end of year budget amendment. Includes additional permit fees, wages, travel, work compensation and telephone.

VILLAGE OF GRAND BEACH
 BUDGET AMENDMENT
 CAPITAL PROJECTS FY 22/23
 MEETING ON OCTOBER 23, 2023

Account #	Revenue Accounts Account Name	Inc (+) Decr. (-)	Amount
Total Change in Revenue:			0
Account #	Expense Accounts Account Name	Inc (+) Decr. (-)	Amount
801-710	Building Improvements	+	114,600
Total Change in Expenses:			114,600
Net Effect on Budget	Increase in Expenses	+	114,600

Year end budget amendment to show expense of \$44,670 for generator, and \$70,000 towards balcony repairs which includes \$45,000 set aside in Capital Projects plus \$25,000 from table & chairs funds in Capital Projects as stated in 7/19/23 motion.

Fw: NB Township Meetings

Harry Walder

Fri 9/29/2023 3:58 PM

To: clerk grandbeach.org <clerk@grandbeach.org>; deputyclerk grandbeach.org <deputyclerk@grandbeach.org>

Mary/Kim, please distribute to the Council members. Also, please add to the October agenda for discussion.

Thank you.

Harry

From: Michelle Heit <mheit@NewBuffaloTownship.org>

Sent: Friday, September 22, 2023 11:59 AM

To: Harry Walder <hwalder@grandbeach.org>

Subject: RE: NB Township Meetings

Harry,

Thanks for reaching out. I will look at a copy of one of your agendas to get an idea of what you might be hoping to have on ours. The agenda we put online and the one available to the public is the same as the one the board has other than the prepared, proposed motions.

An example is, if we are adopting a resolution, there would be a prepared motion that says the number of the resolution and what it's for. This doesn't mean that the person making the motion has to use the prepared motion, we just have them there so we don't forget the important information (who it's to, what it's for, how much, when it is, where it is, etc.) that should be included when approving things like resolutions, proposals, quotes etc. We don't put this out online because these may not be the motion someone makes. This is how it was done before I became Supervisor and we have kept it the same.

Example below:

a. Public Comment Policy Resolution

_____ moves to adopt resolution #20230918a which adopts the updated public comment policy.

b. Glassman Park Engineering Proposal

_____ moves to approve a quote from Abonmarche in the amount of \$58,900 for professional design and engineering services for a disc golf course at Glassman Park.

I hope this helps. Hope to see you soon at a Best Practices Committee meeting!

Michelle Heit

New Buffalo Township Supervisor
New Buffalo Township Hall

17425 Red Arrow Hwy.
New Buffalo, Michigan 49117
269-469-1011
mheit@newbuffalotownship.org



From: Harry Walder <hwalder@grandbeach.org>
Sent: Friday, September 22, 2023 10:37 AM
To: Michelle Heit <mheit@NewBuffaloTownship.org>
Subject: NB Township Meetings

Michelle, we send a representative to each of your meetings and one thing that each of our council members has stated is that your agenda's do not have any detail or description of the agenda items. I hope it is not presumptuous of me to ask if you could include more detail/description of each agenda item?

Thank you so much.

Harry Walder
Council President
Grand Beach
847-785-9762

Veteran Parking Sign

Maureen Adams <madams@berriencounty.org>

Tue 10/3/2023 4:22 PM

To: clerk@grandbeach.org

MEMORANDUM FOR BERRIEN COUNTY MUNICIPAL MANAGERS

FROM: Maureen Adams
Director, Veteran Service Office
701 Main Street
St. Joseph, MI 49085

SUBJECT: **Availability of Veteran Parking Signs**

The Berrien County Veteran Service Office is offering **two free veteran parking signs** with poles and associated hardware for use within your municipality (see attached).

To obtain your municipalities free veteran signs, **please respond to this email with the location you would like the signs delivered to and best times for delivery.**

The Berrien County Road Department will drop off the signs/poles and hardware when in your area, which can then be installed by your municipality at the site of your choice. It would be fantastic to have all signs in place by November 10th, which is Veterans Day.

The goal of the Veteran Service Office is to continue to offer support and assistance to veterans throughout Berrien County and to recognize them for their service. We thank you for partnering with us in that effort.

Please feel free to contact me if you have any questions.

Maureen Adams

Accredited Veteran Service Officer, Director

Berrien County Veteran Services Office

701 Main Street

St. Joseph, MI 49085



The Gateway of Michigan

Building and Zoning Department

New Buffalo Township
Zoning Board of Appeals

NOTICE OF PUBLIC HEARING

Case Number: ZBA 2023-10-02

The New Buffalo Township Zoning Board of Appeals will hold a Public Hearing on Tuesday, October 10, 2023 at 10:30 a.m. at New Buffalo Township, 17425 Red Arrow Highway, New Buffalo, Michigan 49117.

The Zoning Board of Appeals will hear comments on the request of Joseph Misko regarding the following property described as property tax no. 11-13-2700-0008-00-0 located at 19281 W US 12, New Buffalo, MI 49117.

The applicant is requesting a variance to construct parking in excess of 130% of the zoning standard. The maximum site allowance is 17 parking spaces; 55 parking spaces are proposed

A copy of the complete file is available at the New Buffalo Township Hall, Building & Zoning Department located at 17425 Red Arrow Highway, New Buffalo, Michigan 49117 and may be viewed Monday through Friday from 9:00 a.m. until 4:00 p.m.

You may attend the hearing in person or by representative and ask to be heard or you may send written comment prior to the hearing to:

Estelle Brinkman
Building & Zoning Department Administrator
17425 Red Arrow Highway
New Buffalo, Michigan 49117
1-269-469-3112 phone or 1-269-469-9972 fax

Persons requiring reasonable accommodations to disabilities in order that meetings are accessible to them are requested to notify the Township Clerk at 1-269-469-1011 no later than 5 business days prior to the date of the meeting of such disability.

www.newbuffalotownship.org

ph: 269-469-3112 ~ fx: 269-469-9972 ~ 17425 Red Arrow Highway, New Buffalo, MI 49117