

**NOTICE  
VILLAGE OF GRAND BEACH  
REGULAR COUNCIL MEETING**

**WEDNESDAY, APRIL 20, 2022  
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 UPSTAIRS IN VILLAGE HALL  
IN ORDER TO ALLOW FOR SOCIAL DISTANCING**

**MASKS ARE SUGGESTED AT THIS MEETING  
FOR EVERYONE IN ATTENDANCE**

This meeting will be held in person in the upper level of Village Hall. 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/84867614141?pwd=R2lVVWg4NG8xZjlpWDI2NC8ySXFmZz09>

Meeting ID: 848 6761 4141

Passcode: 794546

One tap mobile

+13126266799,,84867614141#,,,,\*794546# US (Chicago)

+19294362866,,84867614141#,,,,\*794546# US (New York)

Dial in:

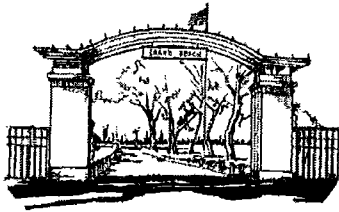
833 548 0282 US Toll-free

877 853 5257 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  
APRIL 20, 2022  
6:00 P.M. CST - 7:00 P.M. EST**

**THIS MEETING WILL BE HELD UPSTAIRS IN VILLAGE HALL  
IN ORDER TO ALLOW FOR SOCIAL DISTANCING**

**MASKS ARE SUGGESTED FOR EVERYONE IN ATTENDANCE**

1. Call to Order
2. Adoption of Agenda
3. Consent Agenda
  - a. Approve Village Council Minutes:
    - i. Regular Council Meeting Minutes – March 16, 2022
    - ii. Budget Meeting Minutes – April 9, 2022
  - b. Resolution #2022-01- MDOT Performance Resolution
  - c. Pay Bills with Written Additions
4. Public Comments on Agenda Items
5. Public Hearing
  - a. Proposed Budget Hearing- Budgets for Fiscal Year 2022-2023
6. Presentations/Recognition
  - a. New Buffalo Shoreline Alliance Report
7. Commission Reports
  - a. Building & Zoning - James Bracewell
  - b. Parks & Beaches - Peter Doerr
  - c. Streets & Water - Paul Leonard Jr.
  - d. Police - Deborah Lindley
  - e. Pro Shop & Course - Blake O'Halloran
  - f. ServiScape Report - Clay Putnam

AGENDA (CONTINUED)  
REGULAR COUNCIL MEETING  
APRIL 20, 2022

- 8. Personnel Reports
  - a. Superintendent - Bob Dabbs
  - b. Police Chief - Ryan Layman
  - c. Building Inspector - Bill Lambert

- 9. Unfinished Business
  - a. Trash Cans

New Business

- a. Cyber Security Assessment Update – Brendan Duffner & Clerk Mary Robertson
- b. Cyber Security Proposal
- c. Proposed 2022-2023 Budgets
- d. Social Club Contract
- e. Request for Family Fest
- f. New Buffalo High School Request to Use Golf Course
- g. Finish Mower Bids
- h. Utility Vehicle Bid
- i. Glass and Plexiglass for Countertops in Pro Shop
- j. Landscape Architect Proposal – Grand Beach Road
- k. Hydroseeding Proposal – Grand Beach Road
- l. Grand Beach Nature Preserve Sign Proposals
- m. Grand Beach Nature Preserve Sign Location
- n. Police Car Bid
- o. Wayne Heating Proposal
- p. Sheet Metal Removal
- q. Lake Avenue/Jensen Court Survey
- r. MDOT Grant for Street Paving
- s. Non-Homestead Taxes
- t. Millage Increase
- u. Budget Amendments
  - 1. Golf Fund FY 2021-2022
  - 2. Capital Projects Fund FY 2021-2022
- v. Resolution #2022-02 – Golf Cart Lease
- w. Return Rider and Certificate of Acceptance – Golf Carts

10. Public Comments - General

- 11. Correspondence
  - a. Judith Blackburn – Trash Cans
  - b. Bois Blanc Township – Support of Resolution

12. Adjournment

**VILLAGE OF GRAND BEACH  
REGULAR COUNCIL MEETING  
MARCH 16, 2022**

**CALL TO ORDER**

Council President Deborah Lindley called the regular council meeting to order at 7:00 p.m. EST in the upper level of the Village Hall. Present in addition to Lindley were James Bracewell, Peter Doerr and Blake O'Halloran. Paul Leonard was not in attendance.

**ADOPT AGENDA**

Lindley moved, seconded by O'Halloran to adopt the March 16, 2022 agenda as presented. Motion carried unanimously 4-0.

**ADOPT CONSENT AGENDA**

- a. Approve Village Council Minutes:
  - i. Regular Council Meeting Minutes – February 16, 2022
- b. Plan Document – Health and Welfare Benefit Plan
- c. Plan Document – Section 125 Premium Plan
- d. Pay Bills with Written Additions

Lindley moved, seconded by O'Halloran to adopt the consent agenda as presented. Motion carried unanimously 4-0.

**PUBLIC COMMENTS ON AGENDA ITEMS**

Village resident Joe Farwell said that after working together for 10 years, they are ready to proceed with the water easements for their property on Ely Avenue. He said it is imperative to continue with momentum and apply for the Environment, Great Lakes, and Energy (EGLE) permit.

Village resident Doug Blauw spoke about the lawsuit that the New Buffalo Shoreline Alliance (NBSA) has filed and said that the Village needs to join the lawsuit. Lindley said that she spoke to a member of the NBSA about this and invited the NBSA to give a presentation at the April meeting, adding that everything is much different than what the NBSA explained in the past.

Village resident John Rafkin said it looks like people are moving their trash cans and for those that can't, the Village is moving them and paying from the budget. He thinks that everyone should pay for trash can removal, and fees should not only be charged to the second homeowners who can't move their cans.

**PRESENTATIONS/RECOGNITION**

**BRIAN HAKE – KRUGGEL LAWTON AUDIT PRESENTATION 2020-2021**

Brian Hake of Kruggel Lawton presented the audit for the fiscal year ended October 31, 2021. He said the purpose of the audit is to perform procedures to give an opinion, and they have given an unmodified opinion to the Village. He said that the General Fund has 16.2 months of unassigned fund balance which is up from 14.9 months last year. He said the Water Fund had an increase of approximately \$87,000 with golf income at approximately \$86,000. He said they will complete the required submissions to the state.

**PUBLIC HEARING**

None

**COMMISSION REPORTS**

## Regular Council Meeting – March 16, 2022

**BUILDING & ZONING:** Bracewell said that they have received all plans and drawings for new homes and both lots that were cleared are almost ready to begin construction. He suggested that if anyone has concerns regarding building, they should contact the police department rather than sending emails.

Chief Ryan Layman said that the Hunter property is about 95% cleaned up. He said the Village attorney has advised him that he should write another ticket for the property, but he is going to wait until April 1 to see if the property is going to be sold for delinquent property taxes.

**PARKS & BEACHES:** Doerr said that Richard Nutt's granddaughter has offered to plant a tree in memory of her grandfather, but since we have so many trees, she is going to help with something at a beach access. He said that a new homeowner was building a fence on what is referred to as Lake Avenue, but is actually called Jensen Court on public property, but the fence posts have since been removed. In order to verify that this was Village property, Doerr ordered a title search which showed that the area was not vacated and is public property. He said that what came out of the Coastal Leadership Academy that he and Harry Walder attended was the importance of having a very detailed master plan. He said they were told that when you have a plan in place, it is easier to sell the ideas to the public and it helps with grant funding.

**STREETS & WATER:** Leonard was not in attendance.

**POLICE:** Lindley once again warned residents of the scams that are out there and reminded people not to give out personal information. She said it is important to have security lights on your driveway if you are parking outside. She said she and Village Clerk Mary Robertson met with the clerk, president, president pro tem of Michiana and the Village Attorney regarding the lawsuit with New Buffalo Township concerning the special assessment. She said there will be discovery in April, mediation on June 6 and they have set aside July 6 to July 13 for a trial which could last 2-3 days.

**PRO SHOP & COURSE:** O'Halloran said that the pro shop typically opens as weather permits, but due to the improvements planned for the pro shop, it will probably open mid-April. He said EZ-Go will begin manufacturing the leased golf carts on March 22 and they will take two weeks.

### **SERVISCAPE REPORT**

Clay Putnam was not in attendance. O'Halloran read Putnam's monthly report. He said the Golf Fund has budgeted \$50,000 for used equipment, but with equipment in demand, it is difficult to find used equipment.

### **PERSONNEL REPORTS**

**SUPERINTENDENT:** In addition to his written report, Superintendent Bob Dabbs said they are filling pot holes.

**POLICE CHIEF:** Chief Ryan Layman reported that there were 28 complaints in February. He said the police department completed CPR training in February.

**BUILDING INSPECTOR:** Bill Lambert was not in attendance.

### **UNFINISHED BUSINESS**

#### **DISCUSS LIST OF PROJECTS FOR MILLAGE INCREASE**

Lindley suggested that the Village ask the voters to pass a millage increase of 1 mil which would generate \$139,000 in the first year, and would be reduced each year by the Headlee Rollback. She suggested the 1 mil increase for 10 years which would generate \$1,390,000 over the 10-year period. Lindley stated that if the Village didn't ask for the millage increase in 2022, they would have to wait until 2024 or hold a special election which could be very costly.

## Regular Council Meeting – March 16, 2022

After discussion, the Council decided not to move forward with the millage increase this year. Council members suggested creating a vision for the Village and updating the master plan before moving forward.

### **NEW BUSINESS**

#### **EXCUSE COUNCIL MEMBER PAUL LEONARD JR. FROM MARCH 16, 2022 COUNCIL MEETING**

Lindley moved, seconded by Bracewell to excuse Council member Paul Leonard from the March 16, 2022 meeting. Motion carried unanimously 4-0.

#### **ELY-WILDWOOD WATER LINE EASEMENTS**

Lindley moved, seconded by Doerr to approve the language in the three Ely-Wildwood water main easement agreements received from Village Attorney Sara Senica and to request that Merritt Engineering begin the permitting process with Environment, Great Lakes and Energy (EGLE). Motion carried unanimously 4-0.

#### **TRASH CANS**

Lindley said that trash cans have been discussed at seven different meetings and she would like to get something finalized to bring to the April meeting. She said that the Village might need an ordinance for enforcement.

The following are the rules that she suggests be put into place.

- Cans cannot be set out before 12:00 noon EST the day before pickup.
- Cans should be pulled back or moved away from the road by 8:00 p.m. EST the day of pickup.
- Areas where homes are located on a steep incline will be exempt. She suggested O'Halloran come up with the areas that would be exempt, and mentioned Golf Road and SkyHi where they bring their cans down to the bottom of the road because the trucks do not drive up SkyHi.
- Cans will be pulled back on Tuesday morning or the day after regular pickup if the pickup date was moved due to a holiday.
- There will be a \$5.00 charge to the property owner each time that the cans need to be pulled back by the Village.

Bracewell said that he doesn't think the Council should charge the whole Village for trash can removal. Doerr said he thinks it looks a lot better now with people pulling the cans back.

#### **ADD TREE REMOVAL INFORMATION TO BUILDING PERMIT PACKET**

Lindley read a paragraph that will be added to the building permit requirements that will be included in the building permit packets stating that lot clearing or tree removal is not allowed until there is a permit issued.

#### **CONTRACTOR/LANDSCAPER REGISTRATION ORDINANCE AND FORMS**

Lindley said that the Council has discussed this in the past and Building Commissioner Bracewell said that he and Building Inspector Bill Lambert are definitely in favor of having contractor's register annually. He said it works well in the Village of Michiana. Chief Layman said that Michiana currently charges \$50, but felt the fee needs to be increased. The documents will be presented at the April meeting with the annual fee being \$100.

#### **PROPOSALS FOR PRO SHOP - PAINTING CABINETS AND DOORS**

O'Halloran moved, seconded by Lindley to accept the proposal from Schultzy's Drywall and Interiors to paint six doors and counters to be completed by April 1, 2022 in the amount of \$2,397. Motion carried unanimously 4-0. The Village received an additional bid from Endecca Painting & Flooring in the amount of \$8,510.00.

Regular Council Meeting – March 16, 2022

**EXTEND WALL FOR GOLF CART CHARGING**

O'Halloran moved, seconded by Lindley to purchase materials required to extend the wall for golf cart charging at a cost not to exceed \$7,500 and to reappropriate the funds that were budgeted for golf cart purchases in equipment purchases to pay for the materials. Motion carried unanimously 4-0.

**PROPOSALS FOR ELECTRICAL FOR GOLF CART PARKING**

O'Halloran moved, seconded by Doerr to approve the proposal as submitted from Harbor Electric to install electrical service to the golf cart charging wall with the alternative option to include 100-amp service at a total cost of \$11,638 and to reappropriate funds that were budgeted for equipment purchases to pay for the electrical work. Motion carried unanimously 4-0. The Village received an additional bid from Current Electric in the amount of \$13,041.

**TITLE SEARCH ON LAKE AVENUE/JENSEN COURT**

Lindley told the Council that Doerr had a title search done on Jensen Court and found out that this is public property. She said she would like to move forward and send the property owners a letter to inform them that there was a title search done and the property belongs to the Village of Grand Beach and that the Village intends to put up a fence and post signs for golf cart parking only.

Superintendent Bob Dabbs suggested that the Village might need to have the property surveyed in order to know where to place the fence.

**PROPERTY, LIABILITY & AUTO INSURANCE RENEWAL**

Lindley moved, seconded by O'Halloran to renew the property, liability and auto insurance policy through the Michigan Municipal League with an increase of 2.5% over last year's premium as presented. Motion carried unanimously 4-0.

**CYBER SECURITY INSURANCE PLAN**

Clerk Mary Robertson talked to the Council about a cyber security insurance plan that the Michigan Municipal League representative suggested in addition to the \$100,000 coverage that is included in the municipal coverage. Village resident Brendan Duffner, who is in this type of business said that he would be willing to talk to Robertson about other options that will help with security at a less expensive cost.

Lindley moved, seconded by Doerr to incur a cost of up to \$1,881 for a 1-year cyber security policy and to have Mary Robertson speak with Brendan Duffner about security and to determine what we use. Motion carried unanimously 4-0.

**HSA CONTRIBUTION 2022 – KATHARINE BUTLER**

Lindley moved, seconded by Bracewell to contribute \$3,150 into Katharine Butler's health savings account. Motion carried unanimously 4-0.

**BUDGET AMENDMENT – GENERAL FUND FY 2021-2022**

Lindley moved, seconded by O'Halloran to approve the budget amendment for fiscal year 2021-2022 for the General Fund as presented. Motion carried unanimously 4-0.

**BUDGET AMENDMENT – GOLF FUND FY 2021-2022**

Lindley moved, seconded by Doerr to approve the budget amendment for fiscal year 2021-2022 for the Golf Fund as presented. Motion carried unanimously 4-0.

**MILEAGE REIMBURSEMENT RATE**

Lindley moved, seconded by Doerr to change the mileage reimbursement rate to the rate that is allowed by the Internal Revenue Service. Motion carried unanimously 4-0.

Regular Council Meeting – March 16, 2022

**PUBLIC COMMENTS – GENERAL**

Village resident Brendan Duffner told the Council that he thinks the investment in regards to cyber security should go to the build up of firewalls rather than to insurance companies. He also said that Michiana did a great job at their parks and the Village might be able to get information from them when updating the parks.

Village resident John Rafkin said as a part-time resident, he doesn't have any recourse because he can't vote. He thinks that it is unrealistic and unfair to ask neighbors to move their trash cans.

**CORRESPONDENCE**

**CASSIDY SCHUMAN - WEDDING**

Lindley said that the Council already approved the hall use for Cassidy Schuman's wedding reception and she would like to hold rehearsal in the hall the Friday before the wedding and would like to hold the ceremony in the grass in front of the hall.

Lindley moved, seconded by Doerr to allow for Ms. Schuman's use of the hall for rehearsal on Friday, May 20 and the use of the lawn area with a diagram of the wedding chairs and parking usage. Motion carried unanimously 4-0.

**HARRY WALDER – MICHIGAN COASTAL MANAGEMENT PROGRAM**

Lindley thanked Pete Doerr and Harry Walder for attending the Michigan Coastal Management Program and thanked Walder for his letter.

The Council discussed the master plan and meetings that will be held with residents to find out what the property owners feel are the needs of the Village.

**ADJOURNMENT**

Lindley moved, seconded by Bracewell to adjourn the meeting. Motion carried unanimously 4-0.

With no further business, the meeting was adjourned at 9:29 p.m. EST.

Respectfully submitted,



Mary J. Robertson  
Clerk-Treasurer



**VILLAGE OF GRAND BEACH  
BUDGET MEETING  
APRIL 9, 2022**

Council President Deborah Lindley called the Budget Meeting to order at 9:00 a.m. EST in the upper level of the Village Hall to discuss the November 1, 2022– October 31, 2023 Fiscal Year Budgets.

**Roll Call – Attendance**

James Bracewell	Aye
Peter Doerr	Aye
Paul Leonard Jr.	Aye
Deborah Lindley	Aye
Blake O’Halloran	Aye

Staff members present included Clerk-Treasurer Mary Robertson, Deputy Clerk Katharine Butler, Police Chief Ryan Layman and Superintendent Bob Dabbs.

**ADOPT AGENDA**

Leonard moved, seconded by O’Halloran to adopt the agenda as presented. Motion carried unanimously 5-0.

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

**CLOSED SESSION UNDER SECTION 8(H) OF THE OPEN MEETINGS ACT TO CONSIDER MATERIAL EXEMPT FROM DISCLOSURE (ATTORNEY LETTER)**

Leonard moved, seconded by Doerr to leave the public meeting to go into closed session under section 8(h) of the open meetings act to consider material exempt from disclosure (attorney letter).

**Roll Call**

James Bracewell	Aye
Peter Doerr	Aye
Paul Leonard Jr.	Aye
Deborah Lindley	Aye
Blake O’Halloran	Aye

Motion carried unanimously 5-0, and the Council went into closed session at 9:03 a.m. EST.

Lindley moved, seconded by Doerr to return to the public meeting at 9:30 a.m. EST. Motion carried unanimously 5-0.

**DISCUSSION/ACTION ON AGENDA ITEM 5(A) (IF ANY)**

Leonard moved, seconded by Lindley for the Village of Grand Beach to issue requests for proposals to Michiana Shores, Medic 1 and New Buffalo Township for fire and ambulance services for the Village.

Budget Meeting April 9, 2022

Roll Call

Blake O'Halloran	Aye
Paul Leonard Jr.	Aye
Deborah Lindley	Aye
Pete Doerr	Aye
James Bracewell	Aye

Motion carried unanimously 5-0.

**8:30 A.M. CST - 9:30 A.M. EST - DISCUSSION AND REVIEW OF DRAFT BUDGETS 2022-2023**

The draft budgets for fiscal year 2022-2023 were discussed.

General Fund: Lindley said that Police Chief Ryan Layman received a bid for a solar powered radar speed limit sign in the amount of \$3,500 and would like to add the expense to the proposed budget. Robertson said that Superintendent Bob Dabbs had requested double time for his employees when they have to work on a holiday. She said she didn't include it in the budget, and that it would not normally amount to much money because they probably only work during the Christmas and New Year's holiday to plow snow. She said if one of his employees works a holiday, they are paid time and a half.

After discussion, the wages for moving trash cans were removed and \$20,000 was added into the budget to create a new master plan. Lindley explained that the Village is planning to make a lump sum contribution of \$11,500 to MERS in the 2022-2023 budget to help with unfunded liabilities in the pension plan. The General Fund budget originally showed revenue over expenditures in the amount of \$37,203 and after changes that were made, the budget shows revenue over expenses of \$18,299. The budget includes a transfer of \$146,650 to Capital Projects for future purchases.

Lindley brought up the need for a millage increase to cover the cost of projects that need to be done in the Village. She said that if the Village does not go for a millage proposal in the November 2022 election, and without having a special election at the Village's cost, they would not be able to put the proposal on the ballot until 2024 and would not receive the money until 2025.

Water Fund: Robertson said that the proposed Water Fund budget shows a deficit of \$27,180, and the budget includes setting aside funds in CD's or money market accounts in the amount of \$28,000 to cover future water projects.

Dabbs spoke about the new meters that he is planning on purchasing to replace all of the water meters. He said there is a problem getting the computer chips, so he is not sure when they will get the meters. He said that we have set aside \$160,000 for the replacement of the meter. Robertson said that the residents are being charged \$5 a month on their water bills for the replacement of the meters and will be billed for approximately 6 years to cover the cost of the meters.

Golf Fund: The Golf Fund started out with expenses over revenue of \$81,061. O'Halloran said that he spoke with ServiScape and they have reduced their budget for 2022-2023 from \$197,253 to \$186,466. O'Halloran removed the purchase of a sprayer in the amount of \$17,000 from the proposed budget. O'Halloran said he would like to have a canopy over the new golf carts the Village is leasing to shelter them. Superintendent Bob

Dabbs said that with the cost of materials going up, he isn't sure that the canopy can be built for \$15,000 as proposed in the budget, so it was increased to \$20,000. After changes, the budget ended up showing expenses over revenue in the amount of \$58,274.

Major & Local Street Funds: There was discussion about the need for a millage increase in order to have funds available for paving the streets. Lindley told the Council that the Village has an opportunity to apply for a matching grant through the state for street paving. Robertson said there is approximately \$66,000 set aside from the Local Revenue Sharing Board for paving that could be used towards the grant. She said that there is money in the Major Street fund that could be used, but warned that the Village should keep funds available in the street funds in case of an emergency or in case the funding from the state does not come through for some reason.

O'Halloran talked about the area along Grand Beach Road where the burning bushes and trees were removed for a drainage project. He said he would like to come up with a plan for landscaping and possibly a sidewalk from the arch to Fox Trail, with an extension to the east in the future.

The proposed Major Street fund budget shows revenue over expenses in the amount of \$18,791 and the proposed Local Street fund shows revenue over expenses in the amount of \$166.

Building Inspection Fund: Robertson said that the Building Inspection fund shows a deficit of \$5,300 which includes \$4,000 for electrical inspections. She said that the State of Michigan is now doing the electrical inspections and the Village will have to pay them for completing any inspections from permits that were issued by the Village.

Capital Projects Fund: Robertson said that the Capital Projects fund budget shows the transfers from the General Fund for 2022-2023 and the expenditures for the budget year. She made a change to the proposed purchase of a squad car by increasing it from \$50,000 to \$53,000. The proposal for the squad car will be on the April meeting agenda, but might not be delivered until after November 1.

#### **American Rescue Plan Act (ARPA) Funding Use**

Robertson told the Council that the Village received approximately \$14,000 from ARPA funding and should receive another \$14,000 this year. She said that there is a report due at the end of April and she would like to have an idea on how the Council would like to spend the funding. After looking at the list of different ways to spend the funding, Leonard suggested possibly road building and maintenance, general government administration and provision of police and other public safety services. There was discussion about the possibility of using this funding as a match for the grant for paving that was discussed earlier in the meeting.

#### **AUDIENCE RECOGNITION:**

Village resident Joe Farwell said that he is under the understanding that the project to move the water lines on Ely would be done this year. He said they have been talking about this for 20 years and it is time to complete the project.

#### **ADJOURNMENT**

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

Budget Meeting April 9, 2022

With no further business, the meeting was adjourned at 12:39 p.m. EST.

Respectfully Submitted,

A handwritten signature in black ink that reads "Mary J. Robertson". The signature is written in a cursive style with a large, prominent initial "M".

Mary J. Robertson  
Clerk-Treasurer

**PERFORMANCE RESOLUTION FOR  
MUNICIPALITIES**  
*No.* 2022-01

*This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".*

RESOLVED WHEREAS, the Village of Grand Beach  
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Mary Robertson - Clerk-Treasurer

Katharine Butler - Deputy Clerk

Robert Dabbs - Superintendent

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Village Council  
 (Name of Board, etc.)  
 of the Village of Grand Beach of Berrien  
 (Name of MUNICIPALITY) (County)  
 at a Regular Council meeting held on the 20th day  
 of April A.D. 2022.

\_\_\_\_\_  
*Signed*  
 Clerk-Treasurer  
 \_\_\_\_\_  
*Title*  
 Mary J. Robertson  
 \_\_\_\_\_  
*Print Signed Name*

12:00 PM

04/15/22

## Village of Grand Beach-General Fund

## OPEN INVOICE REPORT

As of April 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
<b>AALF'S PETROLEUM INC.</b>					
Bill	03/08/2022	53369		000.111 · Gasoline Invent...	703.85
Bill	03/08/2022	52370		000.111 · Gasoline Invent...	428.90
Total AALF'S PETROLEUM INC.					1,132.75
<b>ADAMS REMCO, INC.</b>					
Bill	03/14/2022	284701	COPIER MAINTENANCE SAVIN ...	215.776 · Equipment Mai...	49.81
Total ADAMS REMCO, INC.					49.81
<b>ARAMARK UNIFORM SERVICES</b>					
Bill	04/01/2022	6310002...	Mats	265.956 · Miscellaneous	57.78
Total ARAMARK UNIFORM SERVICES					57.78
<b>DALE POWELL</b>					
Bill	04/09/2022		TELEPHONE ALLOWANCE	266.850 · Telephone & Int...	50.00
Total DALE POWELL					50.00
<b>FIRST ADVANTAGE SBS</b>					
Bill	03/31/2022	941154	BACKGROUND CHECK - K. BUT...	105.956 · Miscellaneous	27.11
Total FIRST ADVANTAGE SBS					27.11
<b>FRONTIER LAWN AND RECREATION INC.</b>					
Bill	03/21/2022	297962	STIHL SAW	-SPLIT-	373.94
Total FRONTIER LAWN AND RECREATION INC.					373.94
<b>INDIANA MICHIGAN POWER</b>					
Bill	04/04/2022		3/5-4/4	265.920 · Utilities	294.97
Bill	04/05/2022		3/8-4/5	266.920 · Utilities	252.57
Total INDIANA MICHIGAN POWER					547.54
<b>JAYSON POWELL</b>					
Bill	04/09/2022		TELEPHONE REIMBURSEMENT	266.850 · Telephone & Int...	50.00
Total JAYSON POWELL					50.00
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	03/31/2022	352236	AUDIT - PARTIAL BILL	202.801 · Professional Se...	225.00
Total KRUGGEL, LAWTON & COMPANY, LLC					225.00
<b>METLIFE - GROUP BENEFITS</b>					
Bill	04/14/2022		TS05945291 0001	855.855 · Life & Disability ...	605.80
Total METLIFE - GROUP BENEFITS					605.80
<b>MICHIGAN CAT</b>					
Bill	03/16/2022	PD1327...	PARTS	266.778 · Repairs & Maint...	132.50
Total MICHIGAN CAT					132.50

12:00 PM

04/15/22

## Village of Grand Beach-General Fund

## OPEN INVOICE REPORT

As of April 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
<b>NAPA AUTO PARTS</b>					
Bill	03/14/2022	449056	CAR SOAP	300.778 · Repair & Maint. ...	8.99
Total NAPA AUTO PARTS					8.99
<b>NEW BUFFALO HARDWARE</b>					
Bill	03/07/2022	a232538	CAULK	266.778 · Repairs & Maint...	7.29
Bill	03/22/2022	A234262	CLEANER & PLIERS	266.778 · Repairs & Maint...	29.97
Total NEW BUFFALO HARDWARE					37.26
<b>OVERHEAD DOOR</b>					
Bill	04/05/2022	0063873	POLICE-GARAGE DOOR REPAIR	265.778 · Repair and Mai...	1,553.74
Total OVERHEAD DOOR					1,553.74
<b>PRIORITY HEALTH</b>					
Bill	04/09/2022		GROUP ID 795207	852.852 · Hospitalization	8,838.50
Total PRIORITY HEALTH					8,838.50
<b>QUILL</b>					
Bill	03/21/2022	23911959	LABELS, PAPER	215.727 · Office Supply	112.31
Total QUILL					112.31
<b>RAPID SHRED</b>					
Bill	03/15/2022	88156	SHREDDING	300.727 · Office Supplies ...	67.08
Total RAPID SHRED					67.08
<b>SIEMANS IN BRIDGMAN</b>					
Bill	03/24/2022	15780	LICENSE PLATE BRACKET	266.778 · Repairs & Maint...	23.70
Total SIEMANS IN BRIDGMAN					23.70
<b>SMART SOURCE LLC</b>					
Bill	03/29/2022	1755890	RECEIPT BOOKS	215.727 · Office Supply	85.14
Total SMART SOURCE LLC					85.14
<b>THE TECH OF SOUTHWEST MICHIGAN</b>					
Bill	04/01/2022	28855	FIREWALL & WIFI MAY	-SPLIT-	132.67
Total THE TECH OF SOUTHWEST MICHIGAN					132.67
<b>VILLAGE OF GRAND BEACH WATER DEPT.</b>					
Bill	03/30/2022		GARAGE	266.920 · Utilities	103.25
Bill	03/30/2022		HALL	265.920 · Utilities	84.50
Total VILLAGE OF GRAND BEACH WATER DEPT.					187.75
<b>VILLAGE OF MICHIANA</b>					
Bill	04/09/2022		POLICE SERVICES FEBRUARY	300.818 · Contractual Ser...	2,500.00
Total VILLAGE OF MICHIANA					2,500.00



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Village of Grand Beach-General Fund  
**OPEN INVOICE REPORT**  
As of April 15, 2022

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Type	Date	Num	Memo	Split	Open Balan...
<b>VSP INSURANCE CO. (CT)</b>					
Bill	04/09/2022	30092372	VISION	852.852 · Hospitalization	197.17
Total VSP INSURANCE CO. (CT)					197.17
<b>TOTAL</b>					<b><u>16,996.54</u></b>

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04/15/22

## Village of Grand Beach-Golf Fund

## OPEN INVOICE REPORT

As of April 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
<b>ADAMS REMCO</b>					
Bill	03/14/2022	284701	COPIER MAINTENANCE SAVIN ...	000.818 · Contractu...	49.80
Total ADAMS REMCO					49.80
<b>AMAZON CAPITAL SERVICES</b>					
Bill	03/31/2022	16MP-P...	16 BEACH TOWELS	000.948 · Food & G...	219.96
Total AMAZON CAPITAL SERVICES					219.96
<b>ART &amp; IMAGE</b>					
Bill	04/06/2022	3547	STICKERS & CART NUMBERS	000.900 · Printing &...	722.40
Total ART & IMAGE					722.40
<b>DON BUTLER</b>					
Bill	04/15/2022		POP & CARD STOCK	-SPLIT-	51.01
Total DON BUTLER					51.01
<b>HARBOR ELECTRIC, INC</b>					
Bill	04/13/2022	6131	ELECTRIC IMPROVEMENT FOR ...	000.156 · Building I...	10,000.00
Total HARBOR ELECTRIC, INC					10,000.00
<b>INDIANA MICHIGAN POWER</b>					
Bill	04/04/2022		3/5-4/4	000.920 · Utilities	76.28
Bill	04/04/2022		3/5-4/4	000.920 · Utilities	39.64
Total INDIANA MICHIGAN POWER					115.92
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	03/31/2022	352236	AUDIT-PARTIAL BILLING	000.902 · Professio...	75.00
Total KRUGGEL, LAWTON & COMPANY, LLC					75.00
<b>NICHOLAS DRZEWIECKI</b>					
Bill	04/05/2022		GLASS FOR COUNTERTOPS	000.156 · Building I...	600.00
Total NICHOLAS DRZEWIECKI					600.00
<b>SERVISCAPE</b>					
Bill	03/31/2022		MARCH	-SPLIT-	12,332.85
Total SERVISCAPE					12,332.85
<b>SMART SOURCE LLC</b>					
Bill	03/29/2022	1755890	RECEIPT BOOKS	000.727 · Office Su...	85.14
Total SMART SOURCE LLC					85.14
<b>THE TECH OF SOUTHWEST MICHIGAN</b>					
Bill	04/01/2022	28855	FIREWALL MAY	000.818 · Contractu...	34.33
Total THE TECH OF SOUTHWEST MICHIGAN					34.33
<b>TOTAL</b>					<b>24,286.41</b>

## Village of Grand Beach - Water Fund

## OPEN INVOICE REPORT

As of April 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
<b>ADAMS REMCO</b>					
Bill	03/14/2022	284701	COPIER MAINTENANCE ...	818.000 · Contract...	49.80
Total ADAMS REMCO					49.80
<b>GARRETT LABORATORIES, INC.</b>					
Bill	04/15/2022	80547	WATER SAMPLE	801.000 · Professi...	40.00
Total GARRETT LABORATORIES, INC.					40.00
<b>INDIANA MICHIGAN POWER</b>					
Bill	04/04/2022		3/5-4/2	920.000 · Utilities	98.89
Bill	04/05/2022		3/8-4/5	920.000 · Utilities	33.73
Bill	04/05/2022		3/8-4/5	920.000 · Utilities	78.74
Total INDIANA MICHIGAN POWER					211.36
<b>KRUGGEL, LAWTON &amp; COMPANY LLC</b>					
Bill	03/31/2022	352236	AUDIT-PARTIAL BILLING	801.000 · Professi...	100.00
Total KRUGGEL, LAWTON & COMPANY LLC					100.00
<b>MICHIANA WATER AUTHORITY</b>					
Bill	04/01/2022		4/1/22 Reading	927.000 · Water P...	7,365.80
Total MICHIANA WATER AUTHORITY					7,365.80
<b>SMART SOURCE LLC</b>					
Bill	03/29/2022	1755890	RECEIPT BOOKS	146.000 · Office E...	85.14
Total SMART SOURCE LLC					85.14
<b>TOTAL</b>					<b>7,852.10</b>

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04/15/22

Village of Grand Beach - Local Streets Fund  
**OPEN INVOICE REPORT**  
As of April 15, 2022

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Type	Date	Num	Memo	Split	Open Balan...
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	03/31/2022		AUDIT-PARTIAL BILLING	215.801 · Professional Services	37.50
Total KRUGGEL, LAWTON & COMPANY, LLC					37.50
<b>TOTAL</b>					<b>37.50</b>

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04/15/22

Village of Grand Beach - Major Street Fund

**OPEN INVOICE REPORT**

As of April 15, 2022

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Split</u>	<u>Open Balan...</u>
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	03/31/2022	352236	AUDIT-PARTIAL BILLING	215.801 · Professional Services	37.50
Total KRUGGEL, LAWTON & COMPANY, LLC					37.50
<b>TOTAL</b>					<b>37.50</b>

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## OPEN INVOICE REPORT

As of April 15, 2022

Type	Date	Num	Memo	Split	Open Balance
<b>COCM</b>					
Bill	04/15/2022		SPRING CONFERENCE W...	000.950 · Schooling	230.00
Total COCM					230.00
<b>KRUGGEL, LAWTON &amp; COMPANY, LLC</b>					
Bill	03/31/2022	352236	AUDIT PARTIAL BILLING	000.801 · Professional Services	25.00
Total KRUGGEL, LAWTON & COMPANY, LLC					25.00
<b>SMART SOURCE LLC</b>					
Bill	04/15/2022	1755890	RECEIPT BOOKS	000.727 · Office Supplies	85.14
Total SMART SOURCE LLC					85.14
<b>STATE OF MICHIGAN</b>					
Bill	03/17/2022	22-009	ELECTRICAL INSPECTIO...	000.510 · Electrical Inspection Fe...	267.64
Total STATE OF MICHIGAN					267.64
<b>WILLIAM H. LAMBERT</b>					
Bill	04/15/2022		INSPECTIONS	000.500 · Building Inspection Fees	1,746.77
Total WILLIAM H. LAMBERT					1,746.77
<b>TOTAL</b>					<b>2,354.55</b>

**VILLAGE OF GRAND BEACH**

**DRAFT BUDGET FOR YEAR ENDED OCTOBER 31, 2023**

**GENERAL FUND**

**Village of Grand Beach General Fund  
Budget Worksheet  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed
<b>INCOME</b>					
000.402 - CURRENT PROPERTY TAX	\$ 815,000	\$ 836,269	\$ 818,000	\$ (218)	\$ 845,000
000.404 - CURRENT TAX - ADMIN FEE	8,150	8,360	8,180	-	8,450
000.405 - TAXES - OVERAGE					
000.441 - LOCAL COMM. STABILIZATION SHARE		352			
000.446 - INTEREST & PENALTIES - PROP. TAXES		2,604		683	
000.466 - REFUNDS AND REBATES		2,082		-	
000.476 - LICENSES AND PERMITS		150		100	
000.528 - OTHER FEDERAL GRANTS		4,765			
000.501 - FEDERAL GRANT-BULLET PROOF VEST					
000.574 - STATE SHARED REV. - LIQUOR CONTROL					
000.575 - STATE REVENUE SHARING - SALES	24,500	21,841	24,500	9,844	30,000
000.580 - STATE FUNDING POLICE		-			
000.585 - STATE GRANT-BULLET PROOF VESTS					
000.588 - CASINO FUNDS-NBALRSB (REV. SHARE)		30,685		-	
000.600 - COSTS & FINES - COUNTY	150	829	100	170	150
000.615 - TRASH & RECYCLE SERVICES	54,000	55,096	55,700	18,439	64,100 15% Increase
000.625 - BOARD OF APPEALS FEES		1,500			
000.626 - SITE PLAN REVIEW FEES					
000.627 - COPIES		40			
000.660 - GRAND BEACH FINES COLLECTED	200	85	200		200
000.664 - INTEREST EARNED	6,000	472	1,000	71	500
000.667 - VERIZON LEASE	15,180	15,180	15,180	5,060	15,180
000.668 - EQUIPMENT RENTAL	32,000	26,242	29,500	8,908	31,700
000.679 - TRANSFER IN FROM CAPITAL PROJECTS					
000.670 - MISCELLANEOUS REVENUE	500	548	500	75	500 Social Club Insurance
000.671 - CABLE TV FRANCHISE FEE INCOME	13,000	13,864	13,000	7,265	13,000
000.675 - CONTRIBUTIONS		2,812		-	
000.677 - RENTALS - HALL	5,500	3,010	4,000	(200)	4,000 Includes 2000 S.Club
000.678 - BUILDING RENTALS - INTERFUND	11,800	11,800	11,800	2,950	11,800
000.691 - GRANT FUNDS - THE POKAGON FUND				58,000	
	<b>\$ 985,980</b>	<b>\$ 1,038,586</b>	<b>\$ 981,660</b>	<b>\$ 111,147</b>	<b>\$ 1,024,580</b>



**Village of Grand Beach - General Fund  
Summary of Budget - Activity Level  
For the year ending October 31, 2023**

**Activity Level**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed
<b>INCOME</b>	\$ 985,980	\$ 1,038,586	\$ 981,660	\$ 111,147	\$ 1,024,580
<b>EXPENDITURES:</b>					
<b>COUNCIL</b>	21,050	22,365	35,150	4,395	35,950
<b>ELECTIONS</b>	1,000	-	1,000	-	1,000
<b>AUDIT</b>	6,300	5,125	7,000	3,038	7,000
<b>OFFICE</b>	66,251	67,346	67,074	18,791	80,297
<b>HALL AND GROUNDS</b>	51,896	21,487	52,099	4,347	38,074
<b>MAINTENANCE GARAGE</b>	49,512	44,891	50,447	18,197	53,024
<b>POLICE</b>	174,926	171,356	161,400	42,452	182,343
<b>PUBLIC WORKS</b>	59,167	58,537	62,459	25,162	68,154
<b>SANITATION</b>	54,100	54,325	55,700	18,550	64,100
<b>PARKS AND RECREATION</b>	64,379	8,165	455,235	440,690	7,432
<b>PLANNING COMMISSION</b>	6,146	1,972	6,150	150	27,745
<b>BEACHES</b>	52,118	145,937	24,471	678	23,660
<b>OTHER</b>	344,125	425,146	411,909	131,803	417,502
<b>TOTAL EXPENDITURES</b>	950,970	1,026,652	1,390,094	708,253	1,006,281
<b>REVENUES - EXPENDITURES</b>	35,010	11,934	(408,434)	(597,106)	18,299
<b>FUND BALANCE BEGINNING OF YEAR</b>	1,495,152	1,495,152	1,507,086	1,507,086	1,098,652
<b>FUND BALANCE END OF YEAR</b>	\$ 1,530,162	\$ 1,507,086	\$ 1,098,652	\$ 909,980	\$ 1,116,951

**Village of Grand Beach General Fund  
Budget - Council Expenditures  
For the year ending October 31, 2023**

	<u>2020-2021 Budget</u>	<u>2020-2021 Actual</u>	<u>2021-2022 Budget</u>	<u>2021-2022 11/1/21-2/23/22</u>	<u>2022-2023 Proposed</u>	
<b>COUNCIL</b>						
105.703 . SALARIES, COUNCIL & ZBA	\$ 4,500	\$ 4,350	\$ 4,500	\$ 700	\$ 4,500	18 Meetings
105.727. OFFICE SUPPLIES						
105.801 . PROFESSIONAL SERVICES	12,000	15,425	25,000	1,120	25,000	Attorney
105.818 . CONTRACTUAL SERVICES	2,000	358	2,000		2,000	Website
105.873 . TRAVEL	50		50		50	
105.900 . PRINTING & PUBLISHING	1,100	810	1,100	430	1,400	Ordinances-Tax Bills
105.956 . COUNCIL MISCELLANEOUS	1,400	1,422	2,500	2,145	3,000	MML Dues, Email, Zoom
<b>TOTAL COUNCIL</b>	<u>\$ 21,050</u>	<u>\$ 22,365</u>	<u>\$ 35,150</u>	<u>\$ 4,395</u>	<u>\$ 35,950</u>	

**Village of Grand Beach General Fund  
Budget - Election Expenditures  
For the year ending October 31, 2023**

	<u>2020-2021 Budget</u>	<u>2020-2021 Actual</u>	<u>2021-2022 Budget</u>	<u>2021-2022 11/1/21-2/23/22</u>	<u>2022-2023 Proposed</u>	
<b>ELECTIONS</b>						
192.707 · ELECTION - WAGES						
192.727 · ELECTION - SUPPLIES						
192.831 · ELECTION - CANVAS FEE						
192.900 · ELECTION PRINTING & PUBLISHING						
192.956 · ELECTION - MISCELLANEOUS	\$ 1,000		\$ 1,000		\$ 1,000	Election & Proposal
<b>TOTAL ELECTIONS</b>	<u>\$ 1,000</u>	-	<u>\$ 1,000</u>	\$	<u>- \$ 1,000</u>	

**Village of Grand Beach General Fund  
 Budget Independent Audit Expenditures  
 For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed
<b>INDEPENDENT AUDIT</b>					
<b>202.801 . PROFESSIONAL SVCS. - AUDIT</b>	6,300	5,125	7,000	3,038	7,000
<b>TOTAL INDEPENDENT AUDIT</b>	6,300	5,125	7,000	3,038	7,000

**Village of Grand Beach General Fund  
Budget Office Expenditures  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	
<b>OFFICE</b>						
215.702 · OFFICE - CLERK/TREASURER WAGES	\$ 38,531	\$ 44,617	\$ 40,444	\$ 16,637	\$ 43,048	
215.707 · OFFICE - DEPUTY CLERK	16,985	16,380	15,695	569	23,974	
215.709 · OFFICE - CASUAL LABOR	960	600	960	225	1,800	Office Cleaning
215.727 · OFFICE - SUPPLIES	2,700	2,370	2,700	495	3,000	
215.776 · EQUIPMENT MAINTENANCE	1,000	847	1,200	50	1,200	Copier & Computer
215.801 · PROFESSIONAL SERVICES						
215.818 CONTRACTUAL SERVICES	2,500	796	2,500	265	3,500	Firewall, Security, Misc.
215.850 · TELEPHONE & INTERNET SERVICES	1,600	1,160	1,600	429	1,800	
215.873 · TRAVEL	375	63	375	23	375	
215.900 · OFFICE - PRINTING & PUBLISHING	1,000	488	1,000	88	1,000	Meetings, Notices, Ads
215.950 TRAINING EXPENSE	100		100		100	
215.956 · OFFICE - MISCELLANEOUS	500	25	500	10	500	
215.980 · OFFICE - EQUIPMENT PURCHASES						
215.985 - CAPITAL OUTLAY						
<hr/>						
<b>TOTAL OFFICE</b>	<b>\$ 66,251</b>	<b>\$ 67,346</b>	<b>\$ 67,074</b>	<b>\$ 18,791</b>	<b>\$ 80,297</b>	

**Village of Grand Beach General Fund  
Budget - Hall and Grounds Expenditures  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	
<b>HALL &amp; GROUNDS</b>						
265.702 · HALL & GROUNDS - HEAD OF DEPT- WAGES	\$ 476	\$ 62	\$ 817	\$ -	\$ 842	
265.707 · HALL & GROUNDS -OTHER WAGES	9,320	9,701	9,552	1,149	9,132	
265.709 · HALL & GROUNDS - CASUAL LABOR	3,200	300	3,000	275	3,000	Cleaning Hall
265.778 · HALL & GROUNDS- REPAIRS/MAINT	3,700	707	3,700	39	3,700	
265.818 · HALL & GROUNDS- CONTRACTUAL SERVICES	10,100	1,654	10,100	715	10,300	*See below
265.920 · UTILITIES - GAS ELECTRIC WATER	9,000	8,271	8,500	2,021	10,000	
265.956 · HALL & GROUNDS - MISCELLANEOUS	1,100	792	1,100	148	1,100	Flags, Mats, etc.
265.985 · HALL & GROUNDS - CAPITAL OUTLAY	15,000		15,330			
<b>TOTAL HALL &amp; GROUNDS</b>	<b>\$ 51,896</b>	<b>\$ 21,487</b>	<b>\$ 52,099</b>	<b>\$ 4,347</b>	<b>\$ 38,074</b>	

*Carpets 2x, Windows & Pest Control	2,700
Furnace & A/C Annual Maintenance	2,000
Furnace, A/C & Plumbing Repairs	2,500
Alarm Monitoring	400
Firewall/Wi-Fi	1,200
Miscellaneous Repairs	1,500
<b>Total:</b>	<b>10,300</b>

**Village of Grand Beach General Fund  
Budget - Maintenance Garage Expenditures  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	
<b>MAINTENANCE GARAGE</b>						
266.702 · MAINT. GARAGE - HEAD OF DEPT - WAGES	\$ 11,804	\$ 12,676	\$ 12,157	\$ 3,299	\$ 12,522	
266.707 · MAINT. GARAGE - OTHER WAGES	13,558	15,045	14,440	4,904	15,652	
266.727 · MAINT. GARAGE - OFFICE SUPPLIES	250	127	250		250	
266.740 · MAINT. GARAGE - OPERATING SUPPLIES						
266.741 · MAINT. GARAGE - SMALL TOOLS	1,200	1,696	1,200	189	1,200	
266.778 · MAINT. GARAGE - REPAIR & MAINT	12,000	6,862	12,000	7,110	12,000	Inc. \$2,000 Leaf Unit
266.818 · CONTRACTUAL SERVICES						
266.850 · MAINT. GARAGE - TELEPHONE & INTERNET	3,300	2,790	3,300	972	4,000	Inc. \$50 Phone Allow. Dale/Jayson
266.873 · MAINT. TRAVEL EXPENSE	50		50		50	
266.920 · MAINT. GARAGE - UTILITIES	6,300	4,416	6,000	1,423	6,000	
266.940 · MAINT. GARAGE - CLOTHING ALLOWANCE	900	896	900	300	1,200	Increase to \$400 Each
266.956 · MAINT. GARAGE - MISCELLANEOUS	150	383	150		150	
266.956 MAINT. GARAGE - CAPITAL OUTLAY						
<b>TOTAL MAINTENANCE GARAGE</b>	<b>\$ 49,512</b>	<b>\$ 44,891</b>	<b>\$ 50,447</b>	<b>\$ 18,197</b>	<b>\$ 53,024</b>	

**Village of Grand Beach General Fund  
Budget - Police Expenditures  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	
<b>POLICE</b>						
300.705 · POLICE - WAGES - CHIEF	\$ -	\$ -	\$ -	\$ 352		
300.707 · POLICE - WAGES - OTHER PD	104,826	107,902	92,600	22,017	109,543	
300.708 · POLICE - WAGES - RESERVE OFFICERS						
300.709 · POLICE - WAGES - PART TIME		-		-		
300.725 - POLICE HAZARD PAY - CARES ACT		-		-		
300.727 · POLICE - OFFICE SUPPLIES	2,000	633	2,000	143	2,000	
300.740 · POLICE - OPERATING SUPPLIES	-					
300.751 · POLICE - GASOLINE	6,000	4,255	6,000	818	6,000	
300.776 · POLICE - EQUIP. & COMPUTER MAINT.	2,000	1,646	2,000		2,000	Evidence.com (cameras) \$1000
300.778 REPAIR & MAINTENANCE	100	498	100		500	Statewide Records \$400
300.801 · POLICE - LEGAL	1,000	-	2,500	22	2,500	\$1,500 Lexipol Policy Manual
300.818 · CONTRACTUAL SERVICES	30,000	30,000	30,000	10,000	30,000	Police Chief Contract
300.850 · POLICE - TELEPHONE & INTERNET	2,000	1,435	2,000	481	3,100	Inc. \$50 Phone Allow. Creo/Jamie
300.851 · POLICE - RADIO MAINTENANCE	3,200	1,071	3,200	-	3,200	*See Below
300.865 - POLICE - INSURANCE	14,500	11,467	13,500	7,793	13,500	
300.873 · POLICE - TRAVEL		-				
300.933 · POLICE - VEHICLE #1 MAINTENANCE	500	1,551	2,000	163	2,000	
300.934 - POLICE - VEHICLE #2 MAINTENANCE	1,500	594		297	-	
300.940 · POLICE - CLOTHING & CLEANING	2,000	2,228	1,000	366	1,000	
300.950 · POLICE - TRAINING EXPENSE	1,000	375	1,000		1,000	
300.956 · POLICE - MISCELLANEOUS	500	250	500		500	
300.958 · PA 302 EXPENSES	1,000		1,000			
300.985 · POLICE - EQUIPMENT	2,800	7,451	2,000		5,500	Taser & Speed Sign
<b>TOTAL POLICE</b>	<b>\$ 174,926</b>	<b>\$ 171,356</b>	<b>\$ 161,400</b>	<b>\$ 42,452</b>	<b>\$ 182,343</b>	

Radio Expenses	
State Access Lein Fees	1,300
TeleRad Contract on Radios	1,000
CORE Computer Access Fees to Lein	400
Additional Fees/Batteries:	500
<b>Total Radio Expenses</b>	<b>3,200</b>



**Village of Grand Beach General Fund  
Budget - Public Works Expenditures  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	
<b>PUBLIC WORKS</b>						
446.702 · PUBLIC WORKS - WAGES - HEAD DEPT	\$ 159	\$ 254	\$ 163	\$ -	\$ 168	Leaf Pickup
446.707 · PUBLIC WORKS - WAGES - OTHER	18,508	20,691	20,796	12,545	23,636	Leaf Pickup w/ \$3,600 Part-Time
446.747 · PUBLIC WORKS - MOSQUITO PELLETS	350		350		350	
446.751 · PUBLIC WORKS - GASOLINE	9,000	7,793	8,000	3,087	10,000	
446.778 · PUBLIC WORKS - REPAIR/MAINT						
446.818 · PUBLIC WORKS - CONTRACTUAL SERVICES	3,500	3,794	3,500	644	4,200	Stormwater-Cowles & Public Ed.
446.921 · PUBLIC WORKS - STREET LIGHTS	11,000	7,244	9,000	1,886	9,000	
446.925 · PUBLIC WORKS - HYDRANT RENTAL	10,000	10,833	10,000	2,500	10,000	
446.956 · PUBLIC WORKS MISCELLANEOUS	1,650	653	1,650	500	1,800	*See Below
446.960 · PUBLIC WORKS - DEBRIS REMOVAL	5,000	7,275	9,000	4,000	9,000	Leaf Disposal
446.980 · PUBLIC WORKS - EQUIPMENT				0		
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 59,167</b>	<b>\$ 58,537</b>	<b>\$ 62,459</b>	<b>\$ 25,162</b>	<b>\$ 68,154</b>	

Miscellaneous	
EGLE Stormwater Permit	\$600
SWMPC-Public Ed.	\$850
TwinCats	<u>\$350</u>
Total:	\$1,800

**Village of Grand Beach General Fund  
Budget - Sanitation Expenditures  
For the year ending October 31, 2023**

	<u>2020-2021</u> <u>Budget</u>	<u>2020-2021</u> <u>Actual</u>	<u>2021-2022</u> <u>Budget</u>	<u>2021-2022</u> <u>11/1/21-2/23/22</u>	<u>2022-2023</u> <u>Proposed</u>	
<b>SANITATION</b>						
<b>520.818 . SANITATION - CONTRACTUAL SERVICES</b>	\$ 54,100	\$ 54,325	\$ 55,700	\$ 18,550	\$ 64,100	15% Increase

**Village of Grand Beach General Fund  
Budget - Parks and Recreation Expenditures  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	
<b>PARKS &amp; RECREATION</b>						
691.702 · PARKS & REC - WAGES - HEAD OF DEPT	\$ 317	\$ -	\$ 327	\$ -	\$ 337	
691.707 · PARKS & REC - WAGES - OTHER	4,062	2,364	3,943	272	3,095	
691.709 · CASUAL LABOR						
691.740 · PARKS & REC - OPERATING SUPPLIES						
691.778 · PARKS & REC - REPAIRS & MAINT	4,500	-	3,000		3,000	Replace Sand \$1,500
691.818 · PARKS & REC - CONTRACTUAL SERVICES	5,000	3,050	5,000	50		
691.956 · PARKS & REC - MISCELLANEOUS	500	2,751	3,965	1,595	1,000	
691.985 · CAPITAL OUTLAY	50,000		439,000	438,773		
691.900 · PARKS CAPITAL EXPENDITURE						
<b>TOTAL PARKS &amp; RECREATION</b>	<b>\$ 64,379</b>	<b>\$ 8,165</b>	<b>\$ 455,235</b>	<b>\$ 440,690</b>	<b>\$ 7,432</b>	

**Village of Grand Beach General Fund  
Budget - Planning Commission Expenditures  
For the year ending October 31, 2023**

	<u>2020-2021</u> Budget	<u>2020-2021</u> Actual	<u>2021-2022</u> Budget	<u>2021-2022</u> 11/1/21-2/23/22	<u>2022-2023</u> Proposed	
<b>PLANNING COMMISSION</b>						
721.702- WAGES CLERK-TREASURER	\$ 146	\$ 362	\$ 150		\$ 155	
721.703- SALARIES PLANNING COMMISSION	\$ 1,750	\$ 1,450	\$ 1,750	150	2,000	8 Meetings
721.707 - DEPUTY CLERK					340	
721.708 - WAGES - RECORDING SECRETARY	300		300		300	
721.727 - OFFICE SUPPLIES	100		100		100	
721.801 - PROFESSIONAL SERVICES - LEGAL	1,000	160	1,000	0	2,000	
721.818 - CONTRACTUAL SERVICES	2,500		2,500		22,500	Zoning & Master Plan
721.900 - PRINTING & PUBLISHING	250		250		250	Notices
721.950 - TRAINING EXPENSE	100		100		100	
721.956 - MISCELLANEOUS EXPENSE						
<b>TOTAL PLANNING COMMISSION</b>	<u>\$ 6,146</u>	<u>\$ 1,972</u>	<u>\$ 6,150</u>	<u>\$ 150</u>	<u>\$ 27,745</u>	

**Village of Grand Beach General Fund  
Budget - Beaches Expenditures  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	
<b>BEACHES</b>						
724.702 · BEACHES - WAGES - HEAD OF DEPT	\$ 635	\$ 444	\$ 327	\$ -	\$ 337	
724.703 · BEACHES - WAGES - LIFE GUARDS						
724.707 · BEACHES - WAGES - OTHER	17,883	3,556	8,044	678	7,223	
724.707 · BEACHES - WAGES - OTHER			10,000		10,000	Additional Beach Clean Up
724.709 · WAGES - CASUAL LABOR						
724.778 · BEACHES - REPAIRS & MAINT	3,000	2,392	3,000		3,000	Paint/Stain \$800
724.818 · CONTRACTUAL SERVICES		2,800				
724.900 · BEACHES - CAPITAL EXPENDITURES	30000	136,745				
724.956 · BEACHES - MISCELLANEOUS	600		3,100		3,100	Buoys \$600
<b>TOTAL BEACHES</b>	<b>\$ 52,118</b>	<b>\$ 145,937</b>	<b>\$ 24,471</b>	<b>\$ 678</b>	<b>\$ 23,660</b>	

**Village of Grand Beach General Fund  
Budget Other Expenses  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	
<b>OTHER EXPENSES</b>						
852.852 · HOSPITALIZATION	\$ 107,696	\$ 63,097	\$ 76,820	\$ 51,383	\$ 105,906	2021 Premium + 20% Increase
855.855 LIFE & DISABILITY INSURANCE	5,108	4,087	5,456	1,581	6,517	
861.861 · PENSION	18,227	15,761	30,233	17,383	32,679	7.25% + \$11,500 Payment
862.862 · FICA - VILLAGE SHARE	17,494	16,725	17,911	5,698	19,029	Inc. Sick, Vacation & Holiday
863.863 MEDICARE EXPENSE	4,091	3,911	4,189	1,333	4,450	" " "
865.865 · INSURANCE & BONDS	18,000	17,961	18,000	14,087	22,500	
866.866 · UNEMPLOYMENT INSURANCE	150		150		150	
870.870 HOLIDAY-SICK-VACATION PAY	40,159	37,031	54,625	25,349	42,120	
871.871 · WORKERS COMPENSATION	10,000	23,688	32,000	14,118	30,000	Increase Due to Claim in 2019
956.960. COUNTY TAX REIMBURSEMENTS			875	871	1,500	
956.956 · MISCELLANEOUS	1,000		1,000		1,000	
965.000 · TRANSFER TO CAPITAL PROJECTS	117,200	242,885	165,650		146,650	*See Below
105.500 · TRANSFER TO LOCAL STREET FUND						
105.501 · TRANSFER TO MAJOR STREET FUND						
105.502 · TRANSFER TO GOLF FUND						
105.503 · TRANSFER TO WATER FUND						
890.890 · CONTINGENCY	5,000		5,000		5,000	
980.970 PAYMENTS ON LONG TERM DEBT						
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 344,125</b>	<b>\$ 425,146</b>	<b>\$ 411,909</b>	<b>\$ 131,803</b>	<b>\$ 417,502</b>	

**TRANSFER TO CAPITAL PROJECTS**

OFFICE COMPUTER	250
COPY MACHINE	800
BS&A MUNICIPAL SOFTWARE	15,000
CODIFY ORDINANCES	2,000
CHAIRS FOR CLUBHOUSE (SAME)	3,000
ROUND TABLES & RACKS- 72" ROUND	3,000
ROUND TABLES & RACKS- 60" ROUND & 30" X 6'	6,000
FURNACE & A/C REPLACEMENTS	5,000
ROOF REPLACEMENT - GARAGE	5,000
ROOF REPLACEMENT - HALL	10,000
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	100
<b>TOTAL:</b>	<b>146,650</b>

**VILLAGE OF GRAND BEACH**

**DRAFT BUDGET**

**FOR YEAR ENDED 10/31/23**

**WATER FUND**

**Budget**  
For The Year Ending October 31, 2023

INCOME	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	NOTES
642.000 - REVENUE - RESIDENTIAL	\$ 350,000	\$ 417,557	\$ 360,000	\$ 95,089	\$ 415,000	
645.000 - REVENUE-WATER METER REPL.	\$ 26,400	\$ 27,040	\$ 26,400	\$ 8,963	\$ 26,400	
650.000 - TAP IN FEES	7,200	21,600	7,200	(3,600)	7,200	2 Taps
662.000 - HYDRANT RENTAL	10,000	10,834	10,000	2,500	10,000	
664.000 - INTEREST EARNED	2,600	1,777	1,000	395	1,000	
670.000 - MISCELLANEOUS REVENUE				10		
675.000 - CONTRIBUTIONS						
698.000 - PENALTIES ON DEL. ACCTS	4,500	5,775	4,000	1,710	4,500	
699.000 - POOL FILL CHARGE						
<b>TOTAL INCOME</b>	<b>400,700</b>	<b>484,583</b>	<b>408,600</b>	<b>105,067</b>	<b>464,100</b>	
<b>EXPENSES</b>						
702.000 - WAGES - HEAD OF DEPT	39,911	40,962	41,070	9,324	44,138	Includes \$2,400 Salary Allowance-Bob
706.000 - WAGES - CLERICAL	8,027	6,808	8,569	1,954	9,215	
707.000 - WAGES - OTHER	14,378	11,864	14,802	3,304	13,416	
727.000 - OFFICE SUPPLIES	3,100	1,571	3,100	665	3,100	Bill Cards, Postage, etc.- and Computer & Software \$1000
740.000 - OPERATING SUPPLIES						
778.000 - REPAIR & MAINTENANCE	14,000	11,929	14,000	12,008	14,000	
801.000 - PROFESSIONAL SERVICES	4,800	5,580	5,200	2,320	6,200	Audit, Legal, NB & EGLE Water Samples, EGLE Water Supply Fees \$800
818.000 - CONTRACTUAL SERVICES	6,000	6,255	6,000	1,286	7,000	Software Support, Water Report, Alarm, Miss Di
850.000 - TELEPHONE & INTERNET SVCE.	900	2,223	1,000	346	1,400	Purchased new iPhone 9/2021
852.000 - HEALTH INSURANCE	28,197	20,474	27,016	4,980	36,872	
855.000 - LIFE & DISABILITY INSURANCE	1,110	973	1,148	242	1,376	
861.000 - PENSION	5,316	4,191	5,501	1,104	5,621	7.25%
862.000 - FICA	4,547	4,280	4,704	1,041	4,807	
863.000 - MEDICARE	1,063	1,001	1,100	243	1,124	
865.000 - INSURANCE AND BONDS	2,300	1,772	2,500	1,820	2,500	
870.870 - HOLIDAY, VACATION & SICK PAY	11,015	9,393	11,435	2,203	10,761	
871.000 - WORKMANS COMPENSATION	2,500	1,889	2,500	445	2,500	
873.000 - TRAVEL	100		100		100	
900.000 - PRINTING AND PUBLISHING	700	113	700	115	700	Checks, Notices, Envelopes
920.000 - UTILITIES	5,600	6,391	6,000	1,011	7,500	
927.000 - WATER PURCHASED	155,000	189,963	170,000	21,102	210,000	
943.000 - EQUIPMENT RENTAL	6,500	2,469	5,500	1,622	5,500	
950.000 - SCHOOLING	2,000		2,100	-	2,100	
956.000 - MISCELLANEOUS	1,450	506	1,450		1,450	Mi Rural Water Dues \$450, Misc. \$1,000
957.000 - BANK SERVICE CHARGE	600	889	800	260	1,100	
959.000 - DEPRECIATION EXPENSE	65,000	58,511	65,000		65,000	
995.000 - INTEREST EXPENSE	7,600	7,459	6,658	3,547	5,800	Bond
970.000 - CAP. OUTLAY	58,000		18,000		28,000	* See Below
972.000 - CAP. OUTLAY-BONDS CONST.						
<b>TOTAL EXPENSES</b>	<b>449,714</b>	<b>397,466</b>	<b>425,953</b>	<b>70,942</b>	<b>491,280</b>	*Capital Outlay - Purchase CD's \$10,000 BS&A Utility Billing Software 6,000 Paint Tower Inside & Outside 10,000 Ely/Wildwood Water Lines 2,000 Water Reliability Study \$28,000 Total Capital Outlay
<b>REVENUE OVER EXPENDITURES</b>	<b>(49,014)</b>	<b>87,117</b>	<b>(17,353)</b>	<b>34,125</b>	<b>(27,180)</b>	
<b>FUND BALANCE BEG OF YEAR</b>	<b>1,510,599</b>	<b>1,510,599</b>	<b>1,597,716</b>	<b>1,597,716</b>	<b>1,580,363</b>	
<b>FUND BALANCE END OF YEAR</b>	<b>\$ 1,461,585</b>	<b>\$ 1,597,716</b>	<b>\$ 1,580,363</b>	<b>\$ 1,631,841</b>	<b>\$ 1,553,183</b>	



VILLAGE OF GRAND BEACH

DRAFT BUDGET FOR YEAR ENDING OCTOBER 31, 2023

GOLF FUND

Village of Grand Beach - Golf Fund  
Budget  
For The Year Ending October 31, 2023

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2021-2022 Budget	2021-2022 11/1/21-2/23/22	Village	Servicescape	Total	Notes
<b>INCOME</b>										
000.651 - GAS CART RENTAL FEES	\$ 26,000	\$ 41,611	\$ 30,000	\$ -	\$ 40,000	\$ -			40,000	
000.653 - GREEN FEES	100,000	133,403	115,000		120,000				120,000	
000.654 - CART FEES	107,600	114,980	107,600		110,000				110,000	
000.655 - CONCESSIONS - FOOD	24,000	19,731	24,000		24,000				24,000	
000.656 - CONCESSIONS - GOLF	5,700	8,530	5,700		7,000				7,000	
000.657 - CONCESSIONS-CLOTHING	17,000	14,241	17,000		16,000				16,000	
000.660 - GOLF ASSOC. OF MI MEMBERSHIP										
000.664 - INTEREST EARNED	600	157	300		200				200	
000.670 - MISCELLANEOUS REVENUE		30,119		12						
000.675 - CONTRIBUTIONS										
000.676 - CONTRIBUTIONS - BRICK PROGRAM		150								
<b>TOTAL INCOME</b>	<b>280,900</b>	<b>362,922</b>	<b>299,600</b>	<b>52</b>	<b>317,200</b>	<b>52</b>	<b>317,200</b>		<b>317,200</b>	
<b>EXPENSES</b>										
000.701 - MANAGEMENT FEE	25,375	24,636	26,920	6,730			26,920		26,920	
000.702 - WAGES - HEAD OF DEPT.	337	888			337				337	
000.704 - PRO SHOP MGR & EMPLOYEES	46,000	49,201	48,500	1,914	55,000				55,000	
000.706 - WAGES - CLERICAL	10,548	10,214	11,962	1,743	9,691		3,440		13,131	
000.707 - WAGES - OTHER	82,909	67,915	82,942	16,467	1,118		90,623		91,741	
000.708 - WAGES - TEMP										
000.709 - CASUAL LABOR	100	120	100		600				600	
000.727 - OFFICE SUPPLIES	1,565	530	1,573	111	500		360		860	
000.730 - POINT OF SALE SOFTWARE FEE	700	888	1,000	267	1,200				1,200	
000.740 - OPERATING SUPPLIES										
000.741 - SMALL TOOLS	508	1,398	523	991			1,256		1,256	
000.742 - UNIFORMS	424		437				600		600	
000.747 - MOSQUITO ABATEMENT SUPPLIES	200		200		200				200	
000.751 - GAS AND OIL	4,824	2,725	5,060	423	400		6,000		6,400	Rangers Carts
000.760 - BUILDING RENT	1,800	1,800	1,800	450	1,800				1,800	
000.769 - STONE/MULCH	849		874				849		849	
000.770 - SOIL										
000.771 - INSECTICIDES	6,589	6,359	6,787				5,080		5,080	
000.772 - SEED	4,061		2,092				1,200		1,200	
000.773 - FERTILIZER/CHEMICALS	9,707	2,321	9,998	(149)			9,150		9,150	
000.774 - SAND	2,266	1,414	2,334				1,900		1,900	
000.775 - SOD										
000.777 - PLANT MATERIALS	530		546				530		530	
000.778 - REPAIR & MAINT. SUPPLIES	8,351	20,437	16,669	3,742	5,000		17,828		22,828	Cart Repairs, Batteries & Winterization
000.780 - OUTSIDE SERVICES										
000.784 - WATER SUPPLY EXPENSE										
000.785 - IRRIGATION/DRAINAGE SUPPLIES	2,122	10,357	2,186						2,500	
000.786 - TEE AND GREEN SUPPLIES	849	4,770	874	48			849		849	
000.787 - SAFETY MATERIALS/EQUIPMENT	159	96	164				170		170	
000.790 - LICENSE/DUES	520	45	535	45			519		519	
000.810 - MEMBERSHIP DUES-GOLF ASSOC.	500		500		500				500	
000.818 - CONTRACTUAL SERVICES	2,600	1,081	2,600	187	2,500				2,500	Floors, Ice Machine & Firewall/Wi-Fi, Copier, Maint & Computer Support, Alarm Pumphouse
000.850 - TELEPHONE & INTERNET SERVICE	2,266	1,637	2,084	436	1,700		600		2,300	Pro Shop & Pumphouse
000.852 - HEALTH INSURANCE	2,749	3,107	1,965	273	7,731				7,731	
000.855 - LIFE & DISABILITY INSURANCE	100	178	125	16	297				297	

Village of Grand Beach - Golf Fund  
Budget  
For The Year Ending October 31, 2023

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2021-2022 Budget	2021-2022 11/1/21-2/23/22	Village	Proposed 2022-2023 Serviscape	Total	Notes
000.861 - PENSION	625	707	736	64	932	932	932	932	932	7.25%
000.862 - FICA	3,386	3,940	3,637	184	4,207	4,207	4,207	4,207		
000.863 - MEDICARE	792	921	851	43	984	984	984	984		
000.865 - INSURANCE & BONDS	3,200	4,565	3,000	3,035	3,200	3,200	3,200	3,200		
000.866 - HOLIDAY, VACATION & SICK PAY	984	1,732	1,075	144	1,711	1,711	1,711	1,711		
000.867 - WORKMANS COMPENSATION	3,597	333	3,678	31	1,100	3,362	3,362	4,462		
000.873 - TRAVEL EXPENSE	500	262	500	-	500	500	500	500		
000.900 - PRINTING & PUBLISHING	1,700	1,284	1,700	-	2,000	2,000	2,000	2,000	2,000	Cart Numbers, Stickers, Envelopes, Score Cards
000.901 - MARKETING	1,003	240	1,006	900	900	400	400	1,300	1,300	Yellow Pages & Special Advertising
000.902 - PROFESSIONAL SERVICES	2,500	1,538	2,500	1,613	2,500	2,500	2,500	2,500	2,500	Audit & Attorney
000.920 - UTILITIES	3,500	2,886	3,500	528	3,900	3,900	3,900	3,900	3,900	
000.948 - FOOD & GOLF CONCESSION COST	12,000	10,717	12,000	4,050	14,000	14,000	14,000	14,000	14,000	
000.949 - CLOTHING CONCESSION COST	13,000	9,208	13,000	-	14,000	14,000	14,000	14,000	14,000	
000.950 - SCHOOLING	-	21	-	-	-	-	-	-	-	
000.955 - COST OF INVENTORY	-	-	-	-	-	-	-	-	-	
000.956 - MISCELLANEOUS	930	917	943	87	600	430	430	1,030	1,030	Mats
000.957 - BANK SERVICE CHARGE	-	37	-	-	100	100	100	100	100	
000.958 - INTEREST EXPENSE	-	-	-	-	-	-	-	-	-	
000.959 - DEPRECIATION EXPENSE	3,500	11,875	3,500	-	3,500	3,500	3,500	3,500	3,500	Estimate
000.960 - CREDIT CARD USE FEES	3,900	4,612	5,000	273	5,200	5,200	5,200	5,200	5,200	
000.965 - CASH - OVER & SHORT	100	10	100	-	100	100	100	100	100	
000.984 - LEASE - DRIVING RANGE	1	-	-	-	-	-	-	-	-	
000.985 - EQUIPMENT PURCHASES	9,030	-	51,046	-	20,000	600	600	20,600	20,600	Rental Cart Canopy \$20,000
000.986 - EQUIPMENT LEASE	6,901	3,713	9,108	791	21,000	8,300	8,300	29,300	29,300	20 Leased Golf Carts
000.987 - TREE - TRIMMING & LANDSCAPING	2,915	4,300	9,000	-	3,000	3,000	3,000	3,000	3,000	
000.988 - TEE REBUILD PROJECT	-	-	-	-	-	-	-	-	-	
000.989 - COURSE RENOVATION	-	-	-	-	-	-	-	-	-	
EXPENSES-GENERAL	293,572	276,435	357,230	44,537	189,008	186,466	186,466	375,474	375,474	
REVENUE OVER EXPENDITURES	(12,672)	86,487	(57,630)	(44,485)	128,192	(186,466)	(186,466)	(58,274)	(58,274)	
000.679 - TRANSFER FROM GENERAL FUND	-	-	-	-	-	-	-	-	-	
NET REVENUE AFTER TRANSFERS	(12,672)	86,487	(57,630)	(44,485)	128,192	(186,466)	(186,466)	(58,274)	(58,274)	
RETAINED EARNINGS BEGINNING OF YEAR	278,007	278,007	364,494	364,494	306,864	306,864	306,864	306,864	306,864	
RETAINED EARNINGS END OF YEAR	\$ 285,335	\$ 364,494	\$ 306,864	\$ 320,009	\$ 248,590	\$ 248,590	\$ 248,590	\$ 248,590	\$ 248,590	

Revenue 2009-2021													
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Green Fees	97,000	91,500	86,700	93,143	94,987	97,822	99,791	105,400	100,444	96,501	97,917	144,697	133,403
Rental Carts	15,000	16,400	15,277	16,646	17,765	21,367	21,255	23,568	25,102	23,176	23,287	38,480	41,611
Cart Parking Stickers	78,000	79,100	79,500	83,766	83,210	94,912	96,224	102,567	103,475	107,587	104,770	108,270	114,980
Subtotal	190,000	187,000	181,477	193,555	195,962	214,101	217,270	231,535	229,021	227,264	225,974	291,447	289,994
Food	19,900	20,500	20,500	20,132	20,947	21,527	22,033	24,123	24,925	25,376	22,922	16,476	19,731
Golf Concessions	4,400	5,100	3,900	3,767	3,792	4,082	5,755	4,316	6,264	5,971	5,465	7,207	8,530
Clothing	2,900	4,800	5,000	4,345	4,898	5,730	4,993	8,004	11,857	12,030	16,948	10,170	14,241
Subtotal	27,200	30,400	29,400	28,244	29,637	31,339	32,781	36,443	43,046	43,377	45,335	33,853	42,502
Total	217,200	217,400	210,877	221,799	225,599	245,440	250,051	267,978	272,067	270,641	271,309	325,300	332,496

**VILLAGE OF GRAND BEACH**

**DRAFT BUDGET FOR YEAR ENDED OCTOBER 31, 2023**

**MAJOR STREET FUND**

**Village of Grand Beach - Major Street Fund**  
**Budget**  
**For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	NOTES
<b>INCOME</b>						
000.569 - STATE SHARED REVENUE	\$ 65,000	\$ 63,578	\$ 66,500	\$ 24,972	\$ 72,000	State's Estimate
000.570 - LRP FUNDS	1,100	1,205	1,200	447	1,300	
000.571 - STATE GRANTS - OTHER						
000.572 - SNOW FUNDS - MI		1,857				
000.574 - WINTER POTHOLE REPAIR FUNDS		-				
000.575 - STATE REVENUE METRO ACT		3,738				
000.589 - TRANSFER IN FROM CAPITAL PROJECTS						
000.664 - INTEREST EARNED	400	89	75	21	75	
000.679 - CONTRIBUTION FROM GENERAL FUND						
000.680 - TRANSFER FROM CAPITAL PROJECTS						
<b>TOTAL INCOME</b>	<b>66,500</b>	<b>70,467</b>	<b>67,775</b>	<b>25,440</b>	<b>73,375</b>	
<b>ADMINISTRATIVE</b>						
215.706 - WAGES - CLERICAL	730	861	752	180	887	
215.801 - PROFESSIONAL SERVICES	900	512	900	506	900	Audit
215.865 - INSURANCE AND BONDS	1,000	772	1,000	189	1,100	
800.956 - MISCELLANEOUS EXPENSE	2,200	1,978	2,200	1,978	2,200	Railroad Crossing Maintenance
<b>TOTAL ADMINISTRATIVE</b>	<b>4,830</b>	<b>4,123</b>	<b>4,852</b>	<b>2,853</b>	<b>5,087</b>	
<b>EXPENDITURES - ROUTINE MAINTENANCE</b>						
463.702 - WAGES - HEAD OF DEPARTMENT	444	190	458	-	471	
463.703 - WAGES - HEAD NON-MOTORIZED FACILITIES						
463.707 - WAGES- OTHER	3,395	4,732	3,565	386	4,025	
463.708 - WAGES - OTHER NON-MOTORIZED						
463.710 - FICA	337	414	354	40	385	
463.711- MEDICARE	79	97	83	9	90	
463.712 - PENSION	394	420	414	41	450	7.25%
463.713 - VACATION,HOLIDAY,SICK PAY	863	900	931	75	826	
463.782 - STREET SUPPLIES	1,600	4,012	1,600	-	4,800	Signs & Cold Patch
463.815 STREET PAVING - CONTRACTURAL						
463.818 - CONTRACTUAL SVS. -TREE TRIMMING	8,000	7,690	4,000	3,500	7,500	
463.852 - ROUTINE MAINT. - HEALTH INSURANCE	2,423	2,005	2,264	189	3,225	
463.855 - ROUTINE MAINT. LIFE & DISABILITY INSURANCE	100	101	100	9	150	
463.943 - EQUIPMENT RENTAL	5,000	5,903	5,500	247	6,500	
463.945 - NON-MOTORIZED FACILITIES			30,000	-		Sidewalk - Royal
<b>TOTAL ROUTINE MAINTENANCE</b>	<b>22,635</b>	<b>26,464</b>	<b>49,269</b>	<b>4,496</b>	<b>28,422</b>	
<b>EXPENDITURES - WINTER MAINTENANCE</b>						
478.702 - WINTER WAGES - HEAD OF DEPT.	1,587	1,080	1,634	784	1,683	
478.707 - WINTER WAGES - OTHER	2,986	3,270	3,136	1,594	3,130	
478.710 - WINTER - FICA	336	312	354	168	345	
478.711 - WINTER - MEDICARE	79	73	83	39	81	
478.712 - WINTER - PENSION	393	323	413	182	404	7.25%
478.713 - WINTER VACATION, HOLIDAY, SICK PAY	853	689	933	324	756	
478.782 - WINTER STREET SUPPLIES	4,500	3,010	4,500	3,401	4,500	
478.852 - WINTER MAINT. - HEALTH INSURANCE	2,196	1,550	2,226	1,093	2,851	
478.855 - ROUTINE MAINT. LIFE & DISABILITY INSURANCE	100	77	100	42	125	
478.943 - WINTER EQUIPMENT RENTAL	8,000	6,124	7,000	3,412	7,200	
<b>TOTAL WINTER MAINTENANCE</b>	<b>21,030</b>	<b>16,508</b>	<b>20,379</b>	<b>11,039</b>	<b>21,075</b>	
<b>TOTAL EXPENDITURES</b>	<b>48,495</b>	<b>47,095</b>	<b>74,500</b>	<b>18,388</b>	<b>54,584</b>	
<b>REVENUE OVER EXPENDITURES</b>	<b>18,005</b>	<b>23,372</b>	<b>(6,725)</b>	<b>7,052</b>	<b>18,791</b>	
<b>FUND BALANCE BEG OF YEAR</b>	<b>145,651</b>	<b>145,651</b>	<b>169,023</b>	<b>169,023</b>	<b>162,298</b>	
<b>FUND BALANCE END OF YEAR</b>	<b>\$ 163,656</b>	<b>\$ 169,023</b>	<b>\$ 162,298</b>	<b>\$ 176,075</b>	<b>\$ 181,089</b>	

**VILLAGE OF GRAND BEACH**

**DRAFT BUDGET FOR YEAR ENDED OCTOBER 31, 2023**

**LOCAL STREET FUND**

**Village of Grand Beach - Local Street Fund  
Budget  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	NOTES
<b>INCOME</b>						
000.560 - OTHER - STATE GRANTS						
000.569 - STATE SHARED REVENUE	\$ 48,000	36,484	\$ 44,000	\$ 14,196	\$ 48,000	State's Estimate
000.570 - LRP FUNDS	900	690	850	254	800	
000.571 - STATE GRANTS - OTHER						
000.572 - SNOW FUNDS - MI						
000.574 - WINTER POTHOLE REPAIR FUNDS						
000.575 - STATE REVENUE - METRO ACT						
000.664 - INTEREST EARNED	250	54	75	11	50	
000.678 - INTERFUND TRANSFER - MAJOR						
000.679 - CONTRIBUTIONS FROM GENERAL FUND						
000.680 - TRANSFER FROM CAPITAL PROJECTS						
<b>TOTAL INCOME</b>	<b>49,150</b>	<b>37,228</b>	<b>44,925</b>	<b>14,461</b>	<b>48,850</b>	
<b>ADMINISTRATIVE</b>						
215.706 - WAGES - CLERICAL	730	861	752	180	887	
215.801 - PROFESSIONAL SERVICES	900	513	900	506	900	Audit
215.865 - INSURANCE AND BONDS	1,000	849	900	310	1,100	
800.956 - MISCELLANEOUS EXPENSE						
<b>TOTAL ADMINISTRATIVE</b>	<b>2,630</b>	<b>2,223</b>	<b>2,552</b>	<b>996</b>	<b>2,887</b>	
<b>EXPENDITURES - ROUTINE MAINTENANCE</b>						
463.702 - WAGES - HEAD OF DEPARTMENT	444	254	458		471	
463.703 - WAGES - HEAD NON-MOTORIZED FACILITIES						
463.707 - WAGES - OTHERS	3,191	5,877	3,350	264	4,025	
463.708 - WAGES - OTHER NON-MOTORIZED FACILITIES						
463.710 - FICA	322	495	338	31	385	
463.711 - MEDICARE	75	116	79	7	90	
463.712 - PENSION	376	467	395	32	450	7.25%
463.713 - VACATION, HOLIDAY, SICK PAY	821	997	890	60	826	
463.782 - STREET SUPPLIES	1,500	3,862	1,700		3,200	Signs & Cold Patch
463.815 STREET PAVING - CONTRACTURAL						
463.816 - CONTRACTUAL SERVICES		7,770				
463.818 - CONTRACTUAL SVS. - TREE TRIMMING	8,000	7,675	4,000	1,200	7,500	
463.852 - ROUTINE MAINT. - HEALTH INSURANCE	2,269	2,295	2,109	148	3,225	
463.855 - ROUTINE LIFE & DISABILITY INSURANCE	100	108	100	8	150	
463.943 - EQUIPMENT RENTAL	4,500	5,602	4,500	216	5,500	
463.945 - NON MOTORIZED FACILITIES						
<b>TOTAL ROUTINE MAINTENANCE</b>	<b>21,598</b>	<b>35,518</b>	<b>17,919</b>	<b>1,966</b>	<b>25,822</b>	
<b>EXPENDITURES - WINTER MAINTENANCE</b>						
478.702 - WINTER WAGES - HEAD OF DEPT.	1,587	1,080	1,634	784	1,683	
478.707 - WINTER WAGES - OTHER	2,986	3,224	3,136	1,594	3,130	
478.710 - WINTER - FICA	336	309	355	168	345	
478.711 - WINTER - MEDICARE	79	72	83	39	81	
478.712 - WINTER PENSION	393	314	415	182	404	7.25%
478.713 - WINTER-VACATION, HOLIDAY, SICK PAY	853	684	950	324	756	
478.782 - WINTER - STREET SUPPLIES	3,000	2,007	3,000	2,267	3,600	Salt & Sand
478.852 - WINTER MAINT. - HEALTH INSURANCE	2,196	1,532	2,226	1,093	2,851	
478.855 - ROUTINE LIFE & DISABILITY INSURANCE	100	82	100	42	125	
478.943 - WINTER - EQUIPMENT RENTAL	8,000	6,144	7,000	3,412	7,000	
<b>TOTAL WINTER MAINTENANCE</b>	<b>19,530</b>	<b>15,448</b>	<b>18,899</b>	<b>9,905</b>	<b>19,975</b>	
<b>TOTAL EXPENDITURES</b>	<b>43,758</b>	<b>53,189</b>	<b>39,370</b>	<b>12,867</b>	<b>48,684</b>	
<b>REVENUE OVER EXPENDITURES</b>	<b>5,392</b>	<b>(15,961)</b>	<b>5,555</b>	<b>1,594</b>	<b>166</b>	
<b>FUND BALANCE BEG OF YEAR</b>	<b>99,468</b>	<b>99,468</b>	<b>83,507</b>	<b>83,507</b>	<b>89,062</b>	
<b>FUND BALANCE END OF YEAR</b>	<b>\$ 104,860</b>	<b>\$ 83,507</b>	<b>\$ 89,062</b>	<b>\$ 85,101</b>	<b>\$ 89,228</b>	



**VILLAGE OF GRAND BEACH**

**DRAFT BUDGET FOR YEAR ENDED OCTOBER 31, 2023**

**BUILDING INSPECTION FUND**

**Village of Grand Beach Building Inspection Fund  
Budget  
For the year ending October 31, 2023**

	2020-2021 Budget	2020-2021 Actual	2021-2022 Budget	2021-2022 11/1/21-2/23/22	2022-2023 Proposed	NOTES
<b>Revenues:</b>						
000.476 - BLDG & LIC PERMIT FEES	\$ 30,000	\$ 108,370	\$ 30,000	\$ 11,605	\$ 40,000	
000.477 - ELECTRICAL PERMIT FEES	5,000	10,509	5,000	(390)	-	
000.490 - INTEREST EARNED	300	137	300	18	150	
000.670 - MISCELLANEOUS INCOME						
<b>TOTAL INCOME</b>	<b>35,300</b>	<b>119,016</b>	<b>35,300</b>	<b>11,233</b>	<b>40,150</b>	
<b>Expenditures:</b>						
000.500 - BUILDING INSPECTOR - FEES	21,000	36,426	21,000	15,318	28,000	70% of Cost of Permits
000.510 - ELECTRICAL INSPECTOR - FEES	3,850	8,989	3,850	3,157	4,000	
000.520 - BUILDING RENT	10,000	10,000	10,000	2,500	10,000	
000.727 - OFFICE SUPPLIES	800	138	800		800	Code Books & Supplies
000.801 - PROFESSIONAL FEES	1,500	513	1,500	338	1,500	Legal & Audit
000.865 - INSURANCE & BONDS	600	296	600		600	
000.873 - TRAVEL EXPENSE						
000.950 - SCHOOL & TRAINING	550	285	550		550	
000.985 - CAPITAL OUTLAY						
999.956 - MISCELLANEOUS						
<b>TOTAL EXPENDITURES</b>	<b>38,300</b>	<b>56,647</b>	<b>38,300</b>	<b>21,313</b>	<b>45,450</b>	
<b>REVENUE OVER EXPENDITURES</b>	<b>(3,000)</b>	<b>62,369</b>	<b>(3,000)</b>	<b>(10,080)</b>	<b>(5,300)</b>	
<b>FUND BALANCE BEG OF YEAR</b>	<b>101,410</b>	<b>101,410</b>	<b>163,779</b>	<b>163,779</b>	<b>160,779</b>	
<b>FUND BALANCE END OF YEAR</b>	<b>\$ 98,410</b>	<b>\$ 163,779</b>	<b>\$ 160,779</b>	<b>\$ 153,699</b>	<b>\$ 155,479</b>	

**VILLAGE OF GRAND BEACH**

**BUDGET FOR YEAR ENDED OCTOBER 31, 2023**

**CAPITAL PROJECTS FUND**

VILLAGE OF GRAND BEACH  
Capital Projects Fund  
For the year ending October 31, 2023

	Year ended 10/31/2022			Year ended 10/31/2023			Remaining Balance 10/31/2023
	Balance 11/1/2021	Budgeted Transfer	Available Balance	Budgeted Purchases	Available 11/1/2022	Budgeted Transfer	
	\$ 6,777		\$ 6,777	(3,000)	\$ 3,777	\$ -	(3,777)
401.390.001 Street Signs	2,000		2,000		2,000		2,000
401.390.002 Paint Sprayer	16,700		16,700		16,700		16,700
401.390.005 Golf Course Irrigation System	20,282	1,050	21,332	(7,000)	14,332	1,050	(6,000)
401.390.011 Codify Ordinances	14,000	2,000	16,000	(16,000)	0	2,000	2,000
401.390.012 BS&A Municipal Software		5,000	5,000		5,000	15,000	(20,000)
401.390.031 Police Taser Guns	82		82		82		82
401.390.035 Police Radios	5,321		5,321		5,321		5,321
401.390.036 Pickleball Courts	50,000		50,000		50,000		50,000
401.390.037 Beach Viewing Platform	30,000		30,000		30,000		30,000
401.390.050 Building improvements	128,500	35,000	163,500	(40,000)	123,500	40,000	163,500
401.390.055 Maint. Garage Radios & Equip	1,000		1,000		1,000		1,000
401.390.056 Clubhouse Tables & Chairs	37,200	12,000	49,200	(25,000)	24,200	12,000	36,200
401.390.058 Wood Chipper	500		500		500		500
401.390.059 Park Fence	750		750		750		750
401.390.060 Park Equipment	18,100	10,000	28,100		28,100	5,000	33,100
401.390.063 Tennis Court Fence	16,000		16,000		16,000	5,000	5,000
401.390.064 Drain In Park to Creek	0		0		0		0
401.390.065 Beach Capital Outlay	81,992	25,000	106,992	(25,000)	81,992	10,000	66,992
401.390.066 Tennis Court Resurfacing	27,000	12,500	39,500		39,500	8,500	48,000
401.390.067 Basketball & Volleyball Courts	1,000		1,000		1,000		1,000
401.390.068 Remove Sheet Metal from Beach	30,000	20,000	50,000		50,000	20,000	70,000
401.390.070 Contingencies	8,075		8,075		8,075		8,075
401.390.080 Squad Car	53,880	10,000	63,880		63,880		10,880
401.390.081 Police ATV	2,000		2,000		2,000		2,000
401.390.089 Backhoe	23,596	3,000	26,596		26,596	3,000	29,596
401.390.090 Pick up Truck & Plow	4,172	4,000	8,172		8,172	4,000	12,172
401.390.091 Dump/Plow Truck	20,685	6,000	26,685		26,685	6,000	32,685
401.390.092 Leaf Vacuum/Collection Unit						15,000	15,000
401.390.095 Maint Equipment-Leaf Unit	1,146		1,146		1,146		1,146
401.390.100 Salt Storage Building	17,985	100	18,085		18,085	100	18,185
401.390.110 Casino Revenue Sharing for Paving	66,830		66,830		66,830		66,830
401.390.111 Casino Revenue-No Specific Account	73,770		73,770		73,770		73,770
401.390.115 Beaches - Matching Funds Grant	15,000	10,000	25,000		25,000		25,000
401.390.120 Parks - Matching Funds Grant	20,000	10,000	30,000		30,000		30,000
<b>TOTAL</b>	<b>\$ 794,343</b>	<b>\$ 165,650</b>	<b>\$ 959,993</b>	<b>\$ (116,000)</b>	<b>\$ 843,993</b>	<b>\$ 146,650</b>	<b>\$ (107,777)</b>

Transfers to Capital Projects 2022-2023:		Budgeted to Spend - 2022-2023:	
Transfers			
COMPUTER - CLERK	250	Street Signs	3,777
COPY MACHINE	800	Copy Machine	6,000
BS&A MUNICIPAL SOFTWARE	15,000	BS&A Municipal Software	20,000
CODIFY ORDINANCES	2,000	Beach Stairs	25,000
CHAIRS FOR CLUBHOUSE (SAME)	3,000	Squad Car	53,000
ROUND TABLES & RACKS-72" ROUND	3,000	Total	107,777
ROUND TABLES & RACKS-60" ROUND & 30" X 4	6,000		
FURNACE & A/C REPLACEMENTS	5,000		
ROOF REPLACEMENT - GARAGE	5,000		
ROOF REPLACEMENT - HALL	10,000		
REPAIR CONCRETE ON HALL	10,000		
CARPET REPLACEMENT	10,000		
BEACH STAIRS	10,000		
REMOVE PILINGS FROM BEACH	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	100		
<b>Total Transfer:</b>	<b>146,650</b>		

March 23, 2022

NBSA Member:

We want to take this opportunity to update you on a number of accomplishments achieved by the NBSA.

Your NBSA directors have been working feverishly to support our goals. We meet bi-weekly to ensure good communication and efficient operation.

We recently added two new directors from Grand Beach and our current director's information is shown in the attachment. You can contact any Director for information including our officers. You can also visit our website [newbuffaloshorelinealliance.org](http://newbuffaloshorelinealliance.org) for additional information. We will be updating information on the website very soon.

We have filed our lawsuit in the United States District Court of Federal Claims on January 11, 2022. The US government has asked the Detroit office of the Army Corp of Engineers to answer our complaint. The Detroit office asked for a short delay to answer. Although they may ask that the complaint be dismissed, we are very confident that we will prevail.

The press release announcing our lawsuit is attached. We are sending this to all local news organizations, TV outlets, internet groups, and appropriate regional and state news outlets.

As many of you know we were required to change the way we filed our lawsuit to include each lakefront owner as a plaintiff instead of each owner being represented by the NBSA. We appreciate your cooperation to get this done. This effort took us a number of months to complete. There are still a few who need to complete the needed documents.

We also have been working to increase the number of plaintiffs in Grand Beach. There is a need to finalize the plaintiff damages documentation for all groups. Not everyone has provided their damages data.

If you haven't already provided copies of your shoreline protection costs (and other costs to replace/repair decks, patios, stairways, etc.) please send them to [tedg@brwillc.com](mailto:tedg@brwillc.com) and make the subject line NBSA loss documents by April 30, 2022. You can get copies of your shoreline revetment costs from your revetment contractor. (Donkersloot and Sons and/or Oselka Construction have your records if they did your work and will release those invoices to NBSA if you give them your permission. We need any updated information AS SOON AS POSSIBLE. Contact any Director if you need help with this.

Remember, only damages sustained by plaintiffs that are submitted to the court can be included in the lawsuit. This is very important.

If you have records that show a decrease in your property value (tax assessments, appraisals, etc.) please provide them. Many of you have done this.

We plan to have a face-to-face meeting to provide any new lawsuit information and to address your questions/feedback over Memorial Day weekend. Stay tuned for a date and place. In the meantime you can also send comments / questions by using the contact form on our NBSA Website.

We arranged for the legal cost cap, eliminated our consulting efforts, and minimize expenses by doing Director volunteer work and as a result we are on target to meet our financial goal. Additional donations will be required and we will provide a comprehensive overview at our Spring Meeting.

Again, please feel free to call any Director for additional information or use the email link (use contact link on website). We really appreciate your support and we strongly believe our combined efforts will help us restore our shoreline for many years to come.

NBSA Board

Attachments (2):  
Director Information  
NBSA Press Release

## **PRESS RELEASE**

### **FOR IMMEDIATE RELEASE**

## **New Buffalo Shoreline Alliance Announces Filing of Lawsuit Against the United States For Unjust Taking of Shoreline Property**

March 24, 2022 New Buffalo, MI-- The New Buffalo Shoreline Alliance ("NBSA"), a 501 C(3) non-profit corporation in the State of Michigan whose mission is to help protect, nourish, and stabilize the beaches south of the New Buffalo Harbor announced that over seventy landowners in the towns of New Buffalo and Grand Beach, Michigan, including residents of the Dunewood Condominiums, Sunset Shores, Warwick Shores, Forest Beach Estates and Forest Beach Villas have filed a lawsuit under the caption *Thaddeus E Grzywacz, et al. vs. The United States of America*. The lawsuit claims the construction of the New Buffalo Harbor caused considerable erosion to the southern shoreline of Lake Michigan resulting in significant damages and an unjust taking of the landowner's property. The landowners seek compensation for the lost property and intend to use proceeds of the lawsuit to nourish and restore beaches and protect against further erosion to the Lake Michigan Shoreline. The lawsuit was filed on behalf of the landowners by their attorneys, O'Hagan and Meyer.

"The filing of this lawsuit by the landowners is an important milestone in the community's years long effort to resolve the shoreline erosion" said Ted Grzywacz, president of the NBSA. "The landowners are hoping to obtain sufficient funding to add sand nourishment and protect the shore with offshore wave attenuation devices, a solution has worked well in many areas on the Great Lakes and around the world."

The NBSA was formed in 2018, and all NBSA Officers and Directors are volunteers from the affected communities. Over the last several years the NBSA has worked closely with local, state, and federal officials and the ACOE to help solve the erosion issues south of the New Buffalo Harbor. The NBSA is entirely funded by donations from members and the affected communities.

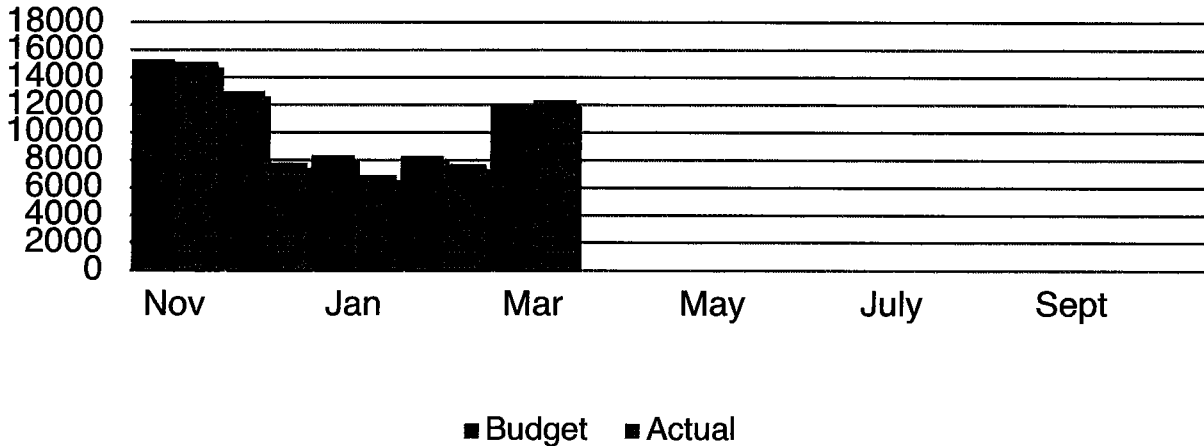
"We have exhausted every option to resolve the severe erosion problem that has been caused by the federal construction of the New Buffalo Harbor, but to no avail. We have a strong case that we believe will be proven in court" said Grzywacz.

**FOR FURTHER INFORMATION, CONTACT Ted Grzywacz at [tedg.nbsa@gmail.com](mailto:tedg.nbsa@gmail.com). You can also find more information about the NBSA at their website: [NewBuffaloShorelineAlliance.org](http://NewBuffaloShorelineAlliance.org).**

## NBSA Director Information

Director	Phone	email	Position/Area of Expertise
Ted Grzywacz Sunset Shores	773-802-2424	<a href="mailto:tedg@brwllc.com">tedg@brwllc.com</a>	President / legal/history/organizational
Keith Kudla Forest Beach	312-953-0201	<a href="mailto:mkakudla@yahoo.com">mkakudla@yahoo.com</a>	Treasurer / financial
Ron Watson Sunset Shores	630-561-3629	<a href="mailto:ronaldgwatson1@gmail.com">ronaldgwatson1@gmail.com</a>	Secretary/legal/technical/media
Rebecca Morrissey Grand Beach	269-252-0515	<a href="mailto:rmorrissey@protonmail.com">rmorrissey@protonmail.com</a>	legal
Joe Galetto Warwick Shores	630-205-0045	<a href="mailto:jgaletto@aol.com">jgaletto@aol.com</a>	Director Communication
Paul RT Johnson Warwick Shores	312-498-7041	<a href="mailto:prtjir@gmail.com">prtjir@gmail.com</a>	Director Communication
Mark Schulte Forest Beach	312-399-3694	<a href="mailto:mjordans12@gmail.com">mjordans12@gmail.com</a>	Director /legal
Don Liebentritt Grand Beach	630-399-7847	<a href="mailto:djl5341@gmail.com">djl5341@gmail.com</a>	Director / legal
Jim Hiner Dunewood Condominiums	312-339-7710	<a href="mailto:jrhiner@comcast.net">jrhiner@comcast.net</a>	Director / Business
Ed Oldis Sunset Shores	708-205-1860	<a href="mailto:edoldis@att.net">edoldis@att.net</a>	Founding Director –on leave





April 20, 2022

Dear Grand Beach Council,

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

Financial

Year to date we are \$7,069 under budget.

Course News & Conditions

- Spring cleaning is ongoing.
- Pre-emerge applications have been made to playing surfaces and lawns.
- The irrigation system has been pressurized. One leak was found and repaired.
- We located a suitable trim mower and utility vehicle. Quotes are attached.

Respectfully Submitted,

*Clay Putnam*  
*Serviscape, LLC*

## SUPERINTENDENT'S REPORT

**April 15, 2022**

### HALL - GROUNDS - MAINTENANCE GARAGE

Cleaned Maintenance garage.  
Returned backup generator to the Pro-Shop for the season.

### STREETS - PARKS - BEACHES

Weekly Brush and Bag Pickup.  
Cleaned out storm drains.  
Maintenance department collecting leaves in the Village.  
Cleaned up the Park and installed Tennis Court nets.

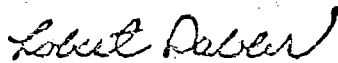
### WATER DEPARTMENT

Sampled water March 30, 2022 and took to New Buffalo water treatment plant for analysis.  
Submitted monthly reports for March readings to State of Michigan on April 9, 2022.  
Residential water meters were read for December through March billing.

### EQUIPMENT

Service, Oil and grease equipment.  
Serviced all snow removal equipment for next season.

Respectfully Submitted



Robert Dabbs  
Superintendent

# Grand Beach/Michiana Police Offense Summary

Occurred 3/1/2022 - 3/31/2022

Offense	Total Offenses
73001 - 7300 - Ordinance Violation	2
9940 - 98003 - Inspections/Investigations - Property	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	1
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	1
9953 - 99008 - Miscellaneous - General Assistance	7
9954 - 99008 - Miscellaneous - Assist to Fire Department	1
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	8
<b>Total</b>	<b>21</b>

It was a relatively quiet March, which is typical-calm before the storm.

All officers qualified with handguns and did scenario based training at the shooting range.

Respectfully Submitted,



Ryan Layman, Chief of Police

VILLAGE OF GRAND BEACH  
MONTHLY BUILDING INSPECTION REPORT

APRIL 20, 2022

PERMIT #	NAME/ADRESS	WORK TO BE DONE	COST	START
2020-27	KERN 51216 ARNOLD	NEW POOL	\$40,000.00	12/21
2020-31	KLEINMAN 50231 MARJEANETTE	NEW POOL	\$100,675.00	11/21
2021-21	GOLDSTEIN 52015 LAKE PARK	NEW HOME	\$1,879,429.00	05/21
2021-22	ALLEGERETTI 52106 LAKE PARK	NEW HOME	\$1,000,000.00	06/21
2021-27	GEYER 47103 OAK	NEW HOME	\$502,517.00	07/21
2021-30	DWARAKANATHAN 51308 ROBIN	NEW HOME	\$900,000.00	11/21
2021-41	JOHNSON 47104 OAK	REMODEL	\$225,000.00	11/21
2021-42	CORVINO 47110 OAK	NEW POOL	\$60,000.00	07/21
2021-43	MEARSHEIMER 42204 MAIN	NEW POOL	\$80,253.00	11/21
2021-47	BROWN 45322 FAIRWAY	NEW HOME	\$640,080.00	12/21
2021-48	BURKE 45320 FAIRWAY	NEW HOME	\$819,800.00	12/21
2021-50	ARMSTRONG 58107 WALNUT	NEW HOME	\$298,789.00	12/21

2021-54	TOLE 47001 LAKE VIEW	DECK REWORK	\$150,000.00	12/21
2021-57	LEVITON 52009 LAKE PARK	NEW ROOF	\$76,800.00	12/21
2021-59	GABA 51315 ARNOLD	NEW HOME	\$3,200,000.00	12/21
2021-60	HUELS 50108 ARNOLD	REMODEL	\$410,000.00	12/21
2021-61	GRISSOM 50106 ALPINE	POOL HOUSE	\$150,000.00	12/21
2021-68	BLAUW 46020 LAKE VIEW	NEW GARAGE	\$125,000.00	11/21
2021-69	MORRIS 50262 GOLFFVIEW	NEW HOUSE	\$500,000.00	01/22
2022-01	BIRKS 46209 ROYAL	DECK REWORK	\$22,568.00	01/22
2022-02	ZALANSKAS XXXX CRESCENT	NEW HOUSE	\$550,000.00	01/22
2022-04	KLIENMAN 50231 MARJEANETTE	FENCE	\$13,692.00	03/22
2022-06	JONES 45303 PUTTERS LANE	REHAB BATHES	\$100,000.00	03/22
2022/07	ALBERT 45302 PUTTERS LANE	REHAB INTERIOR	\$300,000.00	03/22
2022/08	CORVINO 47110 OAK AVE	FENCE	\$10,280.00	03/22
2022/09	DUFFNER 48305 ANNA LIVIA WAY	FRONT PORCH	\$10,000.00	03/22

2022/10	JOYCE 48103 W. McKEAN	REWORK DECK	\$15,000.00	03/22
2022/11	GOWOROSKI 47207 GOLF RD	NEW ROOF & SKYLIGHTS	\$28,400.00	03/22
2022/12	PUSKUNIGIS 45318 FAIRWAY DR.	NEW HOME	\$480,000.00	03/22
2022/13	DUNSIRE 50255 GOLFVIEW AVENUE	POTTING SHED	\$13,000.00	03/22

## Trash Can Ordinance

Trash cans cannot be set out before 12:00 EST the day before trash pickup

Trash cans need to be pulled back by 8:00 pm EST the day of pickup

Trash cans should be moved at least 10 feet away from the roadway unless enclosed.

Due to steep inclines the following streets may not allow for pull backs: or must have trash closure

Sky Hi

High Point

Golf Road

Trash cans will be pulled back on Tuesday morning after the Monday Pickup or the day after a delayed pickup. There will be no pull backs on Friday summer pickups. Everyone should be able to return their trash cans Friday evening.

There will be a five-dollar charge for per week for those residents that require employee pull backs on the regular day pick up, through the season or year-round.

## Grand Beach Cyber Assessment

Mary setup a call with Peter from the MSP. In my opinion very good and exactly what Grand Beach needs. Some advantages of GB Network are the limited amount of devices and domain email users. After discussion we did determine there are a few areas we should focus on first to reduce Grand Beach's risk posture.

1. Password Manager- this help from users using the same password on different sites and writing down password on sticky note and stick them on the monitors on their desk and also creates a vault so user experience when logging into multiple different sites is a better experience. Today these passwords are on an encrypted excel document, which is nice but best practices say to have this stored in an encrypted vault. LastPass is the recommendation. Premium version is \$3 per user per month.
2. Firewall upgrade the version of firewall is approaching its 3-5-year life cycle, this should be replaced and continued to be monitored and replaced every 3 years-5years max. Currently using SonicWALL NGFW. This upgrade install is free the village will just have to purchase the hardware from the MSP and zero downtime. Quote attached for upgrade.
3. Currently using a free version of MacAfee via Comcast this is not a full featured Anti-Virus version and MacAfee is losing market share and not advancing their solution at the market rate required in my opinion. Recommendation is to have Endpoint Detection & Response deployed for the 2 desktop endpoints for \$56 per month. Apple devices are sandboxed by architecture so this type of software is not required on those devices.
4. Ransomware has exploded in the past 2 years the market is currently seeing about a 3000% growth in these attacks. Currently our Email is hosted by GoDaddy using Microsoft O365 with no email sanitation in place. Email in the #1 Threat Vector that Ransomware tries to exploit. It is recommended that we add email & Web filtering solution from SonicWALL for all 12 email domain users at a cost of \$19 per month.

Currently GB is paying about \$167 per month to the MSP. These recommendations will increase that monthly to approx-- \$191.20. Also please note that there are some one-time setup charges which is standard when implementing these types of solution and that cost is \$747.50.

So the total budget approval request is to increase from \$167 to \$191.20 per month with a one-time budget request for labor of installation to be \$747.50. This is an increase of \$24.20 per month which should be budgeted for moving forward for at least 3 years when the next review should be scheduled

One final note that this assessment came about when the village was exploring a cyber-security insurance policy for around \$1800-2000, which is a 25,000 deductible. With these solutions implemented this should help drive down the premium and if not the board should consider the risk of a



breach that is less than 25k then the policy would not be effective. I believe we should implement these solutions and see if that will help drive down the premium or not to go forward with the policy at the original cost quoted.

Last note the reason in my assessment for GB not being breached so far; really has been Mary's cyber awareness of spoof email attempts and her process when accessing banking info and cautions nature when conducting business for GB. My last recommendation is to have all board members to take a free on line Cyber Security awareness training to become more educate on bad actors. Please remember these 2 tips when approach email please remember this acronym "FAKE".

1. Ask yourself, does the message look "**FAKE**"
  - **Feelings**—does it evoke a strong emotion like excitement or fear
  - **Action**—does it ask you take an action or to do something with urgency
  - **Know**—do you know the sender and does it sound out-of-character or look outside the norm
  - **Expect**—were you expecting the email and is it from a legitimate email address
2. Pause, check, and **hover** before you click
  - Verify if something seems out of the ordinary because it could be a trick
  - Hover your cursor over all hyperlinks before clicking a link to confirm it matches legitimate resources in the true destination path
  - Maintain a healthy dose of skepticism with online communications, cautiously open attachments, and opening attachments from a mobile device can be especially risky

For training for all network users please sign up for this free course and NSE1 is highly recommended.

<https://www.fortinet.com/corporate/about-us/newsroom/press-releases/2021/fortinet-extends-availability-free-self-paced-nse-cybersecurity-training-courses-to-build-industrys-workforce>

Thank You



# QUOTE

Number TSMQ2150  
Date Apr 15, 2022

Customer	
<b>Village of Grand Beach</b> Mary Robertson 48200 Perkins Blvd New Buffalo, MI 49117 United States	
Phone	(269) 469-3141
Fax	

Salesperson	Terms
pkramp	NET 10

Qty	Description	Unit Price	Ext. Price
	<b>Firewall Upgrade</b>		\$392.70
	<i>The latest generation of SonicWALLs have increased in price substantially, but have also increased in speed, which means I see no issue with you replacing your TZ400 with a TZ370, which gives you one model lower, but still faster than your current model. Dropping a model will mean a net savings of ~\$3/mo while the new generation in the same size firewall would increase costs by ~\$61/mo. I have given you both options to choose from below:</i>		
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 (Optional - SELECTED)	\$100.20	\$100.20
1	Security as a Service: SonicWall TZ470 Network Security/Firewall Appliance - Advanced Edition - Monthly, 24 Month Commitment - NET CHANGE FROM CURRENT FIREWALL +\$61/mo (Optional)	\$164.00	\$164.00
2.25	Estimated Labor - Actual labor to be invoiced upon completion Firewall Swap, Transfer configuration + full review & adjustment of configuration.	\$130.00	\$292.50
	<b>Hosted eMail Security</b>		\$488.00
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
2	Estimated Labor - Actual labor to be invoiced upon completion Hosted eMail Security Implementation and Configuration	\$130.00	\$260.00
	<b>Endpoint Protection</b>		\$261.00
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
2	Blackpoint Cyber EDR - monthly - per endpoint (price is higher because of being less than 5 seats) (Optional - SELECTED)	\$28.00	\$56.00
1.5	Estimated Labor - Actual labor to be invoiced upon completion Installation and Configuration of Endpoint Security Software on 2 Computers, customer policy configurations and needed - Single Visit	\$130.00	\$195.00

<b>SubTotal</b>	\$1,141.70
<b>Tax</b>	\$0.00
<b>Shipping*</b>	\$0.00
<b>Total</b>	<b>\$1,141.70</b>
<b>Monthly Recurring</b>	\$166.20

Approved By: \_\_\_\_\_

PLEASE SEE MASTER SERVICES AGREEMENT FOR TERMS & CONDITIONS OF THIS SALE. QUOTE VALID FOR 14 CALENDAR DAYS. THE TECH OF SOUTHWEST MICHIGAN RESERVES THE RIGHT TO WITHDRAW ANY QUOTE FOUND TO CONTAIN SIGNIFICANT ERROR CAUSED BY SOFTWARE, SALESPERSON ERROR, OR EVENTS OUTSIDE OF THE TECH'S CONTROL. DUE TO LARGE FLUCTUATIONS IN SUPPLY CHAIN AND PRICING, THE TECH CAN NOT BE RESPONSIBLE FOR SIGNIFICANT MATERIAL COST INCREASES OR DELAYS BY THE SUPPLIER.

The Tech of Southwest Michigan | 5744 Cleveland Ave. | Stevensville, MI 49127 | (269) 277-8103

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**The Tech of Southwest Michigan | 5744 Cleveland Ave. | Stevensville, MI 49127 | (269) 277-8103**



2 TECHS, LLC D/B/A THE TECH OF SOUTHWEST MICHIGAN  
MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is between **2 Techs, LLC d/b/a The Tech of Southwest Michigan** with offices at 5744 Cleveland Avenue, Stevensville, Michigan 49127 ("us", "our", "we" or "TTSM"), and you, the entity who signs or electronically signs this document in the signature block below or via our electronic quotation system ("you", "your" or "Client"). This Agreement will be effective as of the latest date of the signatures of the parties below ("Effective Date").

- 1) **SCOPE OF SERVICES; SOW.** This Agreement governs all of the services that we perform for you (collectively, the "Services"). The Services will be described in one or more statements of work that we provide to you (each, a "SOW"). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
- 2) **GENERAL REQUIREMENTS.**
  - a) *System Configuration.* For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored or operated by us pursuant to a SOW. Generally, unless otherwise stated in a SOW, our fees are based upon the configuration of your System as of the effective date of the applicable SOW. Under those circumstances, if the System configuration changes for any reason, then we may adjust the scope of services and/or the fees charged to you under the applicable SOW to accommodate those changes.
  - b) *Requirements.* At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to do so as an ongoing requirement of TTSM providing its Services to you.
  - c) *Maintenance; Updates.* If patches and other software-related maintenance updates ("Updates") are to be provided by TTSM under a SOW, TTSM will install the Updates only if TTSM has determined, in its reasonable discretion, that the Updates will be compatible with the particular configuration of the System and materially beneficial to the features or functionality of the applicable software or hardware. TTSM will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer's or applicable vendor's instructions.
  - d) *Third Party Support.* If, in TTSM's discretion, a hardware or software issue requires vendor or OEM support, TTSM may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$75, TTSM will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.
  - e) *Insurance.* If you are supplied with TTSM Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. TTSM must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to TTSM. Upon TTSM's request, you agree to provide proof of insurance to TTSM, including proof of payment of any applicable premiums or other amounts due under the insurance policy.
  - f) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For illustrative purposes, such advice or directions may include installing cooling mechanisms or environmental controls in a server room, increasing the System's server or hard drive capacity, replacing obsolete equipment, etc.). You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. TTSM will not be responsible for any System downtime caused by your failure to promptly follow TTSM's advice or directions. If your failure to follow or implement TTSM's advice renders part or all of the Services economically or technically unreasonable in TTSM's discretion, then TTSM may terminate the applicable SOW for cause by providing notice of termination to you. Any services required to correct or remediate issues caused by your failure to follow TTSM's advice or directions, as well as any services required to bring the System up to the Minimum Requirements, will be billed to you at TTSM's then-current hourly rates.
  - g) *Prioritization.* Unless otherwise stated in a SOW, all Services will be performed on a schedule, and in a prioritized manner, as determined by TTSM.

- h) *Authorized Contact(s)*. You understand and agree that TTSM will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify TTSM of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.
- 3) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay TTSM on an hourly basis pursuant to TTSM’s standard hourly rate schedule, which will be provided to you prior to the commencement of Services.
- a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the calendar month in which the Services are to be provided to you. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are expressly stated in the SOW.
- b) *Nonpayment.* Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. TTSM reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by TTSM. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if TTSM suspends the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
- 4) **ACCESS.** You hereby grant to TTSM the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System for the purpose of enabling TTSM to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for TTSM to provide Services to the System and, if applicable, at your designated premises. Proper and safe environmental conditions must be provided and assured by you at all times. TTSM shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.
- 5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**
- a) *Hardware / Software Purchased Through TTSM.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through TTSM (“Third Party Products”) are nonrefundable once the applicable purchase order is placed in TTSM’s queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided “as is” and without any warranty whatsoever as between TTSM and you (including but not limited to implied warranties).
- b) *Warranty Application.* Notwithstanding any provision to the contrary in this Agreement, any warranty provided by TTSM shall be deemed null and void if the applicable hardware or product is (i) altered, modified or repaired by persons other than TTSM, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by TTSM; (ii) misused, abused, or not operated in accordance with the specifications of TTSM or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than TTSM or persons approved or designated by TTSM.
- c) *Liability Limitations.* **This paragraph limits the liabilities arising under this Agreement or any SOW, and is a bargained-for and material part of this Agreement.** In no event shall either party be liable for any indirect, special, exemplary, consequential or punitive damages, or for lost revenue, loss of profits (except for fees due and owing to TTSM), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages. Except for your payment obligations and your indemnification obligations described in this Agreement, a responsible party’s (“Responsible Party’s”) aggregate liability to the other party (“Aggrieved Party”) for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, “Claims”), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party’s actual and direct damages, not to exceed the amount of fees paid by you to TTSM for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action

accrued. The foregoing limitation shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.

- 6) **INDEMNIFICATION.** You agree to indemnify, defend and hold TTSM harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, your breach of this Agreement, or which relate to any act or omission undertaken or caused by you. The foregoing indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services. TTSM will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. No claim for which indemnity is sought by TTSM will be settled without TTSM's prior written consent, which shall not be unreasonably delayed or withheld.
- 7) **TERM; TERMINATION.** This Agreement will begin as of the latest date of the signatures of the parties below, and will continue until terminated as described in this Section. Additionally, each SOW will have its own term, and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) the status or progress of any other SOW between the parties.
- a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if TTSM decides to cease providing an applicable service to all of its customers generally, then TTSM may terminate an applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause and without TTSM's consent, then you will be responsible for paying the early termination fee described in the applicable SOW. If no early termination fee is listed, then prior to the effective date of termination of the SOW or this Agreement (as applicable) without cause, you agree to pay TTSM an amount equal to (i) all expenses incurred by TTSM in its preparation and provision of the Services to you, e.g., licensing fees incurred by TTSM, non-mitigatable hard costs, etc. ("Hard Costs"), as well as (ii) fifty percent (50%) of all fees that would have been paid to TTSM had the term not been terminated prematurely. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If TTSM terminates this Agreement or any SOW For Cause, then TTSM shall be entitled to receive, and you hereby agree to pay to TTSM, (i) all amounts that would have been paid to TTSM had this Agreement or SOW (as applicable) remained in effect, and (ii) all Hard Costs. If you terminate this Agreement or a SOW for cause, then you will be responsible for paying only for those services that were properly delivered and accepted by you up to the effective date of termination.
- c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction consequently requiring remediation by TTSM on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair or replace the System Malfunction as directed by TTSM (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then TTSM will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at TTSM's discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide TTSM with access, during normal business hours, to your premises or any other locations at which TTSM-owned equipment or software (collectively, "TTSM Equipment") is located to enable TTSM to remove all TTSM Equipment from the premises. If you fail or refuse to grant TTSM access as described herein, or if any of the TTSM Equipment is missing, broken or damaged (normal wear and tear excepted) or any of TTSM-supplied software is missing, TTSM will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.
- f) *Transition; Deletion of Data.* In the event that you request TTSM's assistance to transition away from TTSM's services, TTSM will provide such assistance if (i) all fees due and owing to TTSM are paid to TTSM in full prior to TTSM providing its assistance to you, and (ii) you agree to pay TTSM its then-current hourly rate for such assistance, with up-front amounts to be paid to TTSM as may be required by TTSM. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject

to the preceding requirements. Unless otherwise expressly stated in a SOW, TTSM will have no obligation to store or maintain any Client data in TTSM's possession or control beyond fifteen (15) calendar days following the termination of this Agreement. TTSM will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, TTSM's deletion of your data beyond the time frames described in this Section 7(f).

#### 8) **RESPONSE; REPORTING.**

a) *Response.* TTSM warrants and represents that TTSM will provide the Services, and respond to any notification received by TTSM of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which TTSM is required to suspend the Services to protect the security or integrity of your System or TTSM's equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by TTSM but which will not occur between the hours of 9 AM and 5:30 PM EST (or EDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time TTSM will perform scheduled maintenance or adjustments to its network. TTSM will use its best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. TTSM will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) Vendor-Side Downtime. TTSM will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

iv) Remedies; Limitations. Except for the Onboarding Exception, if TTSM fails to meet its service level commitment in a given calendar month and if, under such circumstances, TTSM's failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, TTSM will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to TTSM, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for TTSM's failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to TTSM, it being understood that there may be unanticipated downtime or delays due to TTSM's initial startup activities with you (the "Onboarding Exception").

#### 9) **CONFIDENTIALITY.**

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to TTSM by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of TTSM, (ii) was developed independently by TTSM, or (iii) is or was lawfully and independently provided to TTSM prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* TTSM will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill TTSM's obligations under this Agreement. If TTSM is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then TTSM will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 9.

c) *Due Care.* TTSM will exercise the same degree of care with respect to the Confidential Information it receives from you as TTSM normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure.* If TTSM is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, TTSM will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive TTSM's compliance with the provisions of this Section 9. TTSM will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, TTSM may disclose, without liability hereunder, that portion (and only that portion) of the Confidential

Information that TTSM has been advised by written opinion of counsel reasonably acceptable to TTSM that it is legally compelled to disclose.

**10) ADDITIONAL TERMS; THIRD PARTY SERVICES.**

a) *EULAs*. Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, TTSM is required to comply with a third-party EULA and the third party EULA is modified or amended, TTSM reserves the right to modify or amend any applicable SOW with you to ensure TTSM’s continued compliance with the terms of the third party EULA.

b) *Third Party Services*. Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times TTSM reserves the right to utilize the services of any third party provider, or change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. TTSM will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to TTSM or to you.

c) *Data Loss*. Under no circumstances will TTSM be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) TTSM’s failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, TTSM does not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

d) *BYOD*. You hereby represent and warrant that TTSM is authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the System, regardless of whether such device(s) are owned, leased or otherwise controlled by you. TTSM will not be obligated to provide the Services to any mobile device or temporarily-connected device unless that obligation is specifically stated in an applicable SOW. Further, unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the System.

**11) OWNERSHIP.** Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party.

**12) ARBITRATION.** If the parties are unable to resolve a dispute informally, the dispute will be settled by final and binding arbitration. The arbitration will be initiated and conducted according to the JAMS Comprehensive Arbitration Rules and Procedures (except as modified herein) including the Optional Expedited Arbitration Procedures and Optional Appeal Procedure, in effect at the time the request for arbitration is made (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of the Agreement is void or voidable. The arbitration shall be heard by a single arbitrator, to be selected by the parties and experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in the venue described in Section 13, below. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs.

**13) MISCELLANEOUS.**

a) *Disclosure*. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. Similarly, you represent that your business is not subject to the provisions of the Federal Acquisition Regulation (FAR), or any similar regulatory acquisition process or procedure. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.



- b) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, TTSM may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of TTSM, or any other transaction in which ownership of more than fifty percent (50%) of TTSM's voting securities are transferred; provided, however, that such assignee expressly assumes TTSM's obligations hereunder.
- c) *Amendment.* Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by TTSM, specifically refers to this Agreement, and is accepted in writing by one of your Authorized Contacts.
- d) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- e) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- f) *Other Terms.* TTSM will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless TTSM has expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- g) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- h) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided, and will not act to modify this Agreement or provide binding contractual language between the parties. TTSM will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- i) *Force Majeure.* TTSM will not be liable to you for delays or failures to perform TTSM's obligations under this Agreement or any SOW because of circumstances beyond TTSM's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- j) *Non-Solicitation.* You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of TTSM's employees or subcontractors to discontinue or reduce the scope of their business relationship with TTSM, or recruit, solicit or otherwise influence any employee or agent of TTSM to discontinue such employment or agency relationship with TTSM. In the event that you violate the terms of the restrictive covenants in this Section 13(j), you acknowledge and agree that the damages to TTSM would be difficult or impracticable to determine, and you agree that in such event, as TTSM's sole and exclusive remedy therefore, you will pay TTSM as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of TTSM's employees by you will be deemed to be a material breach of this Agreement, in which event TTSM shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- k) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive.
- l) *Insurance.* TTSM and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability. TTSM agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.

m) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Michigan. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Berrien County, Michigan, for any and all claims and causes of action arising from or related to this Agreement. YOU AND WE AGREE THAT EACH OF US WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.

n) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

o) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

p) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Berrien County, Michigan, such period will be extended to and through the next succeeding business day in Berrien County, Michigan.

q) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to TTSM regarding (a) any alleged breach of this Agreement by TTSM, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to TTSM either by U.S. mail or fax, unless such requirement is expressly and specifically waived by TTSM. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.

r) *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.

s) *Subcontractors.* Generally, TTSM does not utilize subcontractors; however, should TTSM elect to subcontract a portion of the Services, TTSM shall guarantee all work performed by any TTSM-designated subcontractor as if TTSM performed the subcontracted work itself.

t) *Data Access/Storage.* Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us in the event that your company requires us to modify our standard access or storage procedures.

u) *Counterparts.* The parties intend to sign and deliver this Agreement and any SOW in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

**AGREED AND ACCEPTED:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**2 TECHS, LLC D/B/A  
THE TECH OF SOUTHWEST MICHIGAN**

Client: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name / Position

Print Name / Position

Peter A. Kramp, CEO

\_\_\_\_\_

Contact Information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LESSOR: THE VILLAGE OF GRAND BEACH

LESSEE: THE GRAND BEACH SOCIAL CLUB

RENTAL AGREEMENT  
AND  
TERMS OF UNDERSTANDING

1. Be it resolved that the Grand Beach Village Hall be rented to the Grand Beach Social Club exclusively from Memorial Day to Labor Day.
2. Be it also resolved that the Village of Grand Beach be responsible, as in the past, for securing adequate liability insurance to cover activities held on Village property. The Grand Beach Social Club, its officers and directors are to be named as added insured and agree to pay any additional premium cost this coverage incurs.
3. Be it also resolved that that the Grand Beach Social Club must provide a certificate of "Liquor Liability" coverage in the amount of \$1,000,000  *naming the Village of Grand Beach as "Additional Insured"* for any event sponsored by the Grand Beach Social Club where tickets are sold for alcohol (beer and wine included) and/or tickets that include both food and alcohol.
4. Be it also resolved that the hall be cleaned and ready for use prior to Memorial Day by the Village of Grand Beach.
5. Be it also resolved that the Village Hall is to be kept in good order during each event of the Grand Beach Social Club for the agreed rental period, and if needed, the carpeting and/or flooring of the Hall shall be cleaned by the Grand Beach Social Club at the approximate expense of \$500 at the end of the season.
6. Be it also resolved that the downstairs rest room facilities be kept clean and in good order by the Village prior to each event due to the fact that these rest rooms are used by the golfers during the day. The Grand Beach Social Club will be responsible to clean the upstairs and downstairs rest room facilities after each event held in the hall by the club.
7. Be it also resolved that the kitchen facilities be in a clean and orderly condition at the start of the rental agreement and be returned in the same clean and orderly condition at the end of the agreement.
8. Be it also resolved that since there may be times when the club may not have an event scheduled during the rental period ("Memorial Day through Labor Day"), it is agreed that the Grand Beach Social Club officers will, at the request of the Village Council, consider waiving the right of exclusive use of the hall. If an acceptable agreement is reached, the Village, at the discretion of the council, may rent the premises to Grand Beach property owners or their sponsored guests.
9. Be it also agreed that if the Village Hall is rented by the council, the Grand Beach Social Club is released from any and all liability related to such rental.
10. Be it also resolved that the terms of this lease agreement be for a period commencing on Memorial Day and ending on Labor Day of each year.

\_\_\_\_\_ Social Club President Initials

\_\_\_\_\_ Council President Initials

11. Be it also resolved that the following Village of Grand Beach Hall Use Contract shall be included as a part of the lease agreement.

#### VILLAGE OF GRAND BEACH HALL USE CONTRACT

- Tent stakes or any other type of stakes are not allowed in the grass and landscaped area around the patio due to possible damage to the irrigation system.
- No driving or parking vehicles on the patio, please.
- Nothing is to be taped, glued, tacked, pinned, stapled, or nailed to any floor, wall, ceiling, cabinet, countertop, appliance, ceiling fan, disco ball, or light fixture.
- No light bulbs, light fixtures, ceiling fans or disco ball is to be removed.
- Nothing is to be placed over the light fixtures, ceiling fans or disco ball.
- Nothing is to be hung from the light fixtures, ceiling fans or disco ball.
- Lighted candles are not allowed on the window sills or window ledges.
- Lighted candles are not allowed in the hall, unless they are enclosed in a glass container or on a large plate.
- Lighted candles are not to be left unattended.
- All candles to be extinguished at the end of the event.
- Smoking is prohibited inside the building.
- Clear Christmas lights are not to be removed from around the windows. If they are removed, you may be charged up to \$200 labor for replacement of the lights and any costs associated with the purchase of new lights.
- Renter is responsible to ensure that the lights, ceiling fans, disco ball, gas log in the fireplace and baseboard heaters in the restrooms have been turned off at the end of the event.
- All trash is to be removed from the premises (including the patio and landscaped area) by the renter and placed in the trash containers located outside of the kitchen. Bags or boxes of trash are not to be left outside, and must be placed in the containers.
- Village tables and chairs are not to be left outside in inclement weather or left outside overnight.
- It is the Social Club's responsibility to leave 8 round tables set up around the dance floor with 8 chairs around each table at the end of the rental period. All remaining chairs should be stored on the chair rack at the far end of the room next to the patio. Remaining tables should be moved to the same area for storage. If the chair rack was moved, it must be returned to the far end of the room next to the patio.
- **All music, regardless of whether it is a live band, disc jockey, radio or any other electronic sound-producing device is allowed inside the building only with all doors closed so as not to disturb the peace and quiet of those living in the vicinity of the hall. If the event continues past 11:30 p.m. EST, the noise level shall be reduced so that it cannot be heard from outside of the property lines of the Village Hall. All music must be shut down at 1:00 a.m. EST.**
- **No band, disc jockey, musical instrument or electronic sound-producing devices are allowed outside on the patio whether in the open or in an enclosed area, nor are they allowed on any other property owned by the Village of Grand Beach.**

**Per Section 4 of the Anti-Noise and Public Nuisance ordinance #2014-88;**

It shall be unlawful for any person to create, assist in creating, or as owner, lessee or occupant of the property on which the activity is located, permit the continuance of any of the following acts:

***Musical instruments and electronic sound-producing devices.*** The playing of any amplified or unamplified musical instrument, radio, television set, phonograph, loudspeaker, tape recorder, compact disc player, or other electronic sound-producing devices, in such a manner or with volume that:

The operation of any such musical instrument or electronic sound-producing device disturbs the comfort, repose or peace of others by being plainly audible to persons other than that from which it is generated; or

The bass has caused vibrations within a dwelling unit or within a vehicle other than that from which it was generated.







**Unforeseen Events:** The Renter agrees to hold the Village of Grand Beach harmless, and the Village shall not be liable for losses or damages (including attorney's fees, court costs, and consequential damages) resulting from unforeseen causes or circumstances beyond the Village's control, including but not limited to acts of God, mandated cancellation due to COVID-19 or other declared pandemic, fire, weather conditions, power outages and/or interruption of utility services which cause the event to be cancelled or which interfere with the event. Renter agrees that the sole and exclusive remedy for any unforeseen event that interrupts the event is the return of the Renter's security deposit by the Village.


\_\_\_\_\_ Social Club President Initials  
\_\_\_\_\_ Council President Initials

## FIREPLACE - GAS LOG OPERATION

The gas log was added to the Village Hall for your pleasure and convenience. You are reminded to operate the gas log in a safe manner. Please operate the gas log in the same way that you would if it was in your home. PLEASE DO NOT USE FIREPLACE TO BURN ANYTHING OR TO COOK FOOD.

For safety reasons, it is very important to turn the log off when you are finished. Do not leave a fire unattended under any circumstance.

1. Please supervise children at all times around fireplace.
2. This is a vent-free log set and does not require that the damper be open. If you prefer to open the damper, please remember to close it when you are finished.
3. Locate the round black knob on the bottom left side of the log.
4. Make sure that there is nothing flammable near the fireplace when you are ready to light the log. Push the round black knob in slightly and turn it counterclockwise  1/4 turn  (knob position) and then **move away from the fireplace until the embers ignite. There is a delay before the embers on the front of the logs ignite, so make sure to stand back until they have ignited.**
5. Once the embers have ignited, you can turn the flame down, if you desire, by carefully turning the knob counterclockwise  slowly  (position).
6. Place the fireplace screen in front of fireplace. Do not burn the fire without the screen in place.
7. To turn the gas log off, carefully push the round black knob in and turn it clockwise  to this position. 
8. Make sure the fire is out and replace the screen. The pilot light will remain lit when you turn the log off.
9. If you opened the damper, please close it.
10. If you want to relight the log, wait at least one minute after the fire is out.

Please turn the gas log off by using the round black knob, and do not turn knob past this position .

The red shut-off valve located in the fireplace near the log (in the hall) and under the fireplace sill (in the council room) is only used when it is necessary to shut the gas off to the fireplace in an emergency.

**IF YOU SMELL GAS, OPEN THE OUTSIDE DOORS FOR VENTILATION AND DO NOT TRY TO LIGHT THE GAS LOG OR ANY OTHER APPLIANCE. DO NOT TOUCH ANYTHING ELECTRICAL AND DO NOT USE THE TELEPHONE IN THE BUILDING. EVACUATE THE BUILDING AND CALL SEMCO ENERGY (NATURAL GAS COMPANY) AT 1-888-427-1427 FROM OUTSIDE OF THE BUILDING AND CALL 9-1-1 FOR THE FIRE DEPARTMENT. THE ADDRESS OF THE BUILDING IS 48200 PERKINS BLVD., GRAND BEACH, MI.**

By signing below, I acknowledge that I have read and understand the content of the lease agreement, the hall use contract, and the operation of the gas log fireplace. I acknowledge and understand that if tickets are sold for alcohol (beer and wine included) and/or tickets sold that include both food and alcohol, a certificate of insurance showing "Liquor Liability" coverage in the amount of \$1,000,000 ***naming the Village of Grand Beach as "Additional Insured"*** must be presented to the clerk's office prior to the event.

Agreed to by:

The Grand Beach Social Club

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

The Grand Beach Village Council

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessed by: Village Clerk

\_\_\_\_\_  
Date

VILLAGE OF GRAND BEACH  
BERRIEN COUNTY, MICHIGAN

THIS CONTRACT IS FOR THE CALENDAR YEAR OF **2022**.

**\*\*PLEASE NOTE THAT ALL FIVE PAGES MUST BE INITIALED BY BOTH PARTIES.**

\_\_\_\_\_  
Social Club President Initials  
\_\_\_\_\_  
Council President Initials

January 11, 2022

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

**RE: Use of the Clubhouse and Grounds for Family Fest 2022**

We are planning this year's Family Fest for Saturday, July 2, 2022. We would like to formally request the use of the circle and clubhouse grounds, as usual for that date. Tables and chairs will be delivered on Thursday, June 30 and picked up Monday, July 4.

We submit this request for your approval.

Thank you,

Emily Dolan & Bo Bourke

Presidents, Grand Beach Social Club



## **NEW BUFFALO ATHLETIC DEPARTMENT**

1112 E. CLAY STREET  
NEW BUFFALO, MI 49117  
Ph: 269-469-6003 Fax: 269-469-2028

ATHLETIC DIRECTOR: MATT JOHNSON  
[mjohnson@nbas.org](mailto:mjohnson@nbas.org)



---

March 16, 2022

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 2022 season of 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 \$400 will be paid to the Village of Grand Beach
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, 2022. 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 29<sup>th</sup>, 2022
  - Tue. May 3<sup>rd</sup>, 2022

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

Matthew B. Johnson  
New Buffalo Athletic Director

FRONTIER LAWN & REC INC  
 3151 N FRONTAGE RD  
 MICHIGAN CITY IN 46360  
 219 874 3881

**SOLD TO:**  
 SERVISCAPE  
 PO BOX 8658  
 MICHIGAN CITY, IN 46360

**SHIP TO:**  
 SERVISCAPE  
 PO BOX 8658  
 MICHIGAN CITY, IN 46360

1125

TERMINAL:

~~Tax Exemption #: 26-0000251~~

NO RETURNS ON SPECIAL ORDER OR ELECTRICAL PARTS.  
 A 2% SERVICE CHARGE PER MONTH WILL BE CHARGED ON  
 THE UNPAID BALANCE.

SHIPPED VIA: CUSTOMER PICK  
 15:20:01 PAGE: 1 OF

ACCT. NO.	DATE	INVOICE NO.	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
0001125	4/06/22	298421	002/002	1		

ORD.	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1			ARQ992504 GRAND BEACH	GRAVELY 672, 38HP EFI		14200.00	14200.00

QUOTE ONLY

ACCT. BALANCE: 1479.89

REC'D BY \_\_\_\_\_

SUB TOTAL ----> 14200.00  
 MISC. -----> 0.00  
 LABOR -----> 0.00  
 TAX 7.000 ---> 0.00  
 INVOICE TOTAL-> 14200.00

**IMPORTANT NOTICE**

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

## Q U O T A T I O N

PAGE: 1

Burke's Lawn and Garden Equipment  
 745 W US HWY 30  
 Valparaiso, IN 46385 US  
 Phone #: (219)759-2688  
 Fax #: (219)759-1349

PHONE #: (674)532-4025  
 CELL #:  
 ALT. #: (219)872-9412  
 P.O.#:  
 TERMS: Net 45  
 SALES TYPE: Quote

DATE: 4/6/2022  
 ORDER #: 21200  
 CUSTOMER #: 102688  
 CP: AustinW  
 LOCATION: 1  
 STATUS: Active

## BILL TO 102688

Serviscape LLC  
 P.O. Box 8658  
 MICHIGAN CITY, IN 46360 US

## SHIP TO

Serviscape  
 P.O. Box 8658  
 MICHIGAN CITY, IN 46360 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
ARN	992502	Pro-Turn 672 - 35hp Kawasaki FX1000 V-Twin w/ 72" Fabricated	1	\$15,700.00	\$14,699.00	\$14,699.00
MISC	SET UP FEE	EQUIPMENT SET UP FEE	1	\$100.00	\$100.00	\$100.00

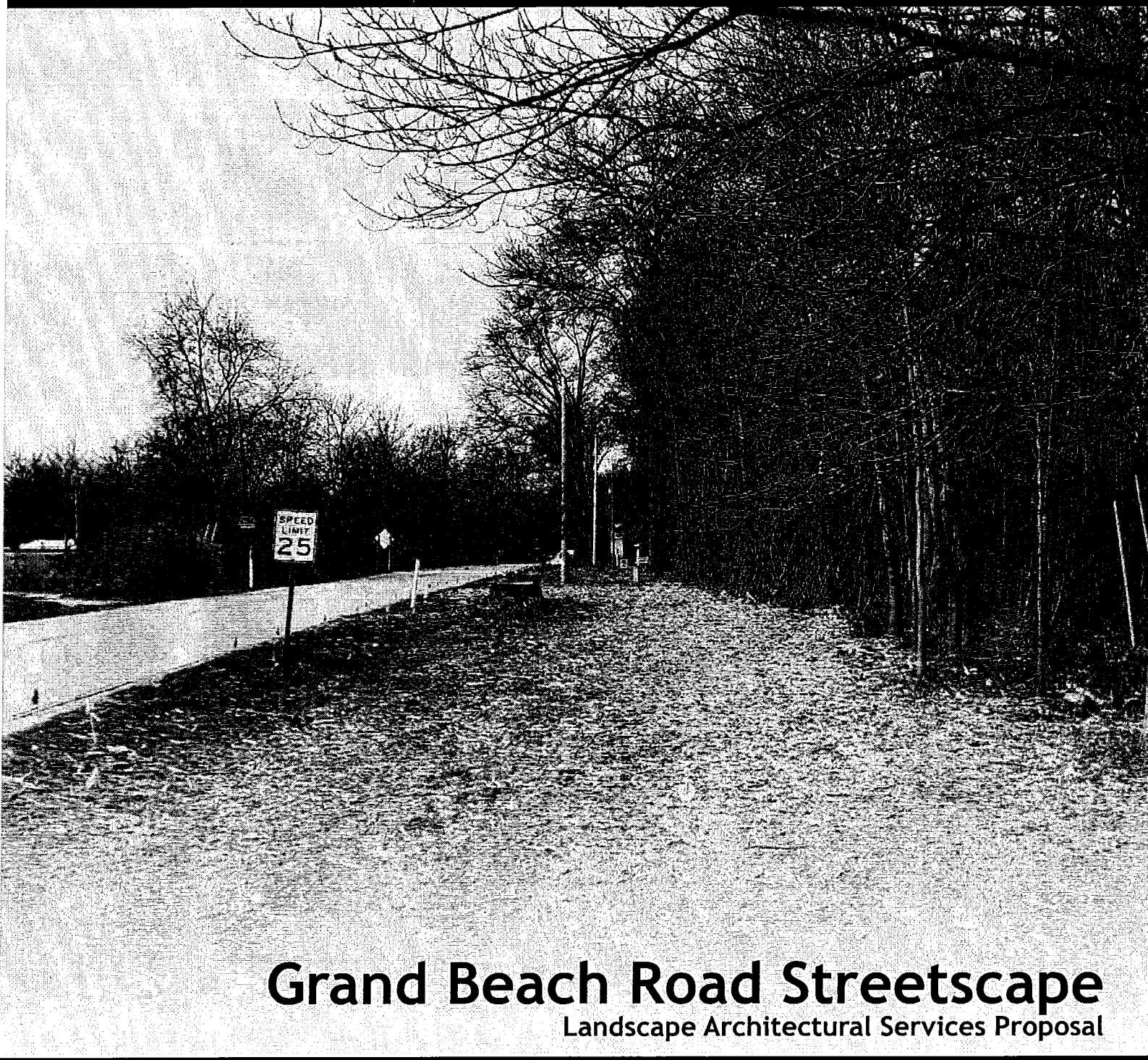
Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: \$14,699.00  
 TAX: \$1,021.93  
 ORDER TOTAL: \$15,720.93

Authorized By: \_\_\_\_\_



April 11, 2022



# Grand Beach Road Streetscape

Landscape Architectural Services Proposal

Submitted To:

Blake O'Halloran  
c/o: Village of Grand Beach

48200 Perkins Avenue  
Grand Beach, MI 49117

[bohalloran@grandbeach.org](mailto:bohalloran@grandbeach.org)

Submitted By:



PLANNED ENVIRONMENT ASSOCIATES

P.O. Box 2256  
Chesterton, IN

219.299.3383  
[planviron.com](http://planviron.com)

April 11, 2022

Blake O'Halloran  
c/o: Village of Grand Beach  
48200 Perkins Avenue  
Grand Beach, MI 49117  
[bohalloran@grandbeach.org](mailto:bohalloran@grandbeach.org)

Re: Agreement for Professional Landscape Architectural Services  
Old Grand Beach Road Streetscape Design  
Project Location: Royal Avenue to Fox Trail (north side)

Blake:

Planned Environment Associates, Inc. (PEA) is pleased to have the opportunity to provide professional services for the Site and Landscape Design along the north side of Old Grand Beach Road from Royal Avenue to Fox Trail. The landscape improvements will follow behind the current drainage improvement project the Village is undertaking in this area. Our company has been established for over 40 years and has vast experience in streetscape design with sidewalks and planting designs that area low maintenance and salt/deer tolerant. This proposal includes all landscape plantings for the proposed site as discussed on April 7, 2022 and our site visit with Bob Dabbs on April 11, 2022.

## SCOPE OF SERVICES

### 1. Data Gathering & Field Measurements

- a. We will develop a base plan for your site utilizing the following:
  - i. We will utilize Porter County GIS information for property boundaries, topography and environmental site information from desktop resources such as GIS. We assume the standard \$50 Berrien County GIS fee would be waived for this municipal project.
  - ii. Owner to provide plans or sketch for any water, storwater, sanitary, gas or electrical utilities on the property. If unknown, we recommend the Owner contact 811 for a field marking of utilities. PEA can approximate these locations on the base plan.
  - iii. We will provide field measurements of the site including all existing hardscapes, signs, structures, plant materials and features within this project area to either be preserved, salvaged or removed.

## **2. Conceptual Design Alternatives**

- a. Develop up to (3) conceptual design alternatives for landscaping, walkways and associated amenities (signs, lights, etc.). We will meet in person with you to review the following:
  - i. Design to include annotated and rendered plan drawings and imagery representative of the proposed materials.
  - ii. Plant lists and imagery will be provided. Plants selected will be low-maintenance, tolerant of site soils and droughts, along with deer and rabbit resistance.
  - iii. Provide recommendations for potential future lights, vehicular monument and wayfinding signage.
  - iv. Develop an opinion of probable construction cost (OPCC) for the project. The OPCC will be developed based on unit prices from previous bids for similar types of work in the area. The OPCC does not constitute a guarantee of actual construction costs.
  - v. Collaborate with Owner on phasing strategies and priorities.
  - vi. Present alternatives to Village Board & Staff for review and develop consensus for a "preferred plan" to advance into the Schematic Design phase.

## **3. Schematic Design**

- a. Refine the preferred plan based on feedback received on the alternatives and deliver a preferred schematic design plan for the site.
  - vii. Present preferred plan at public meeting and review community feedback with the Village for any revisions. We will present through PowerPoint or physical boards, depending on the location.
  - viii. Deliverables would include an annotated, rendered schematic site plans with precedent imagery. Up to (2) full-size (24"x36") color plans will be provided within the base cost, additional prints to be reimbursed at the rate schedule listed in this proposal.
  - ix. Provide final OPCC and phasing strategy for the preferred plan.

## **4. Final Design & Construction Documents**

- a. Following schematic design review and refinements, PEA will provide final drawings and specifications, incorporating all agreed upon comments from the review authorities (if any) for obtaining permits, contractor bids and construction.
  - i. Existing Conditions & Demo Plan
  - ii. Site Layout Plan
  - iii. Construction Details and Specifications
  - iv. Landscape Plan & Details
  - v. Plans will be professionally stamped and sealed by a State of Michigan registered landscape architect

- b. PEA will provide Client draft set of final drawings and specifications for review prior to permit and bidding process.
- c. Provide construction material quantities for Village's use in Unit Price Bid contracting.
- d. Signage, Lighting and Electrical plans are not included within this scope.

**5. Bid Assistance & Construction Administration/Observation**

- a. Bid Assistance and Construction Administration/Observation services are not included within this proposal. These services may be contracted separately or compensated at reimbursable rates, as directed by Client.



## REMUNERATION

### Basic Services

The Client shall compensate PEA for the services described herein and in accordance with the General Conditions of the Agreement for a lump sum fee as follows. Deposit is due with the executed agreement. Invoices will be sent at the completion of each phase listed below.

Data Gathering	\$400.00
Conceptual Design Alternatives	\$1,500.00
Schematic Design	\$1,200.00
Final Design & Construction Documents	\$900.00
<b><i>TOTAL</i></b>	<b><i>\$4,000.00</i></b>

If this agreement is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void. Payments terms can be found in Exhibit A. Payments can be made via check to Planned Environment Associates or via Zelle payment at [admin@planviron.com](mailto:admin@planviron.com)

### Additional Services

Services in addition to those described above are to be compensated at the hourly rates noted or as indicated, and for related reimbursable expenses, in accordance with PEA's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred. Revisions to drawings or other documents shall constitute Additional Services when made necessary due to requested changes to previously approved drawings or other documents at the client's request, or because of client changes caused by project budget parameters. Should there be any substantive changes in the scope of services, prior to proceeding with such changes, both parties shall come to a mutual agreement as to any modification of the scope and fees, if necessary.

## SCHEDULE

We can begin Services upon execution of this agreement. Subject to change, below are anticipated Milestones per the Scope of Services.

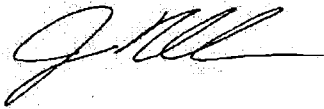
Conceptual Design Alternatives	June 2022
Schematic Design (Public Presentation)	July 2022
Final Design & Construction Documents	August 2022

The information contained in the above Scope of Services is proprietary and shall not be disclosed to any parties outside of the Client or Owner's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the Client or Owner shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with PEA.

This document, Exhibits and any Attachments, will serve as a contract between yourself and Planned Environment Associates, Inc. upon your acceptance. Please indicate your acceptance by signing below and returning a signed copy to our office. We hope that this proposal meets your needs, please feel free to contact us with any questions you may have.

Sincerely,

Planned Environment Associates, Inc.



Jon Ruble, PLA  
Principal Landscape Architect  
p: 219.299.3383  
e: [jon@planviron.com](mailto:jon@planviron.com)

Attachments: Exhibit A: General Conditions of the Agreement for Professional Services  
Exhibit B: 2022 Standard Fee & Reimbursement Schedule

**Authorization: VILLAGE OF GRAND BEACH**

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Signature: \_\_\_\_\_

Title: \_\_\_\_\_



PLANNED ENVIRONMENT ASSOCIATES

P.O. Box 2256  
Chesterton, IN 46304

p: 219.299.3383  
[www.planviron.com](http://www.planviron.com)

**Exhibit A**  
**General Conditions of the Agreement for Professional Services**

**Client's Obligations:** The Client has provided data about the site and other information on which the design is based as well as Client's budget parameters for this Project. Planned Environment Associates, Inc. (PEA) shall be entitled to rely on the accuracy and completeness of the information provided by the Client. The Client shall pay all fees required to secure jurisdictional approvals and permits for the Project.

**Ownership of Documents:** PEA shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by PEA (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to PEA, PEA grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license.

**Standard of Care:** The services PEA provides will be performed in a manner consistent with that degree of care as ordinarily exercised by similarly situated landscape architects currently practicing under similar circumstances. No warranty or guarantee is included or intended in this Agreement or instruments of its services.

**Payments:** Due and payable 30 days from the date of PEA invoice. Invoices will be issued at the completion of each project task listed in the proposal, or a percentage of the task complete as agreed to by both parties. Invoiced amounts unpaid 90 days after the invoice date shall be deemed overdue and shall accrue 1% simple interest per month. At PEA's option, overdue payments may be grounds for termination or suspension of services.

**Indemnification:** The Client and PEA each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and PEA, they shall be borne by each party in proportion to its negligence. The Client hereby waives all claims against PEA and agrees to defend, indemnify and hold PEA harmless from claims or liability for injury or loss allegedly arising from the PEA's failure to perform a service that the client has either refused to authorize, or has PEA not to perform.

**Note:** PEA and PEA's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other substances.

**Dispute Resolution:** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The

location of the arbitration shall be the offices of PEA. Unless otherwise agreed the cost of which shall be shared equally by the parties.

**Termination:** This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period. If the client suspends the services of PEA for any reason, PEA shall be compensated for all Landscape Architectural Services performed to that date and PEA shall have no liability to the client for any delays caused by the client's decision to suspend the services.

**Limits of Liability:** Notwithstanding any other provision of this agreement and to the fullest extent permitted by law, the Client agrees that the total liability, in the aggregate, of PEA and PEA's officers, directors, partners, employees, agents, and consultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under the Client for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to PEA's services, this Agreement or any Addenda, from any cause or causes, shall be limited to \$250,000 or the total amount of compensation received by PEA, whichever is greater.

**Force Majeure:** Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure

**Assignment:** Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

**Severability:** If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

**Governing Law:** The law in effect at PEA principal place of business, the state of Indiana shall govern this Agreement.

**Complete Agreement:** This Agreement represents the entire understanding between the Client and PEA and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and PEA.



**Exhibit B**  
**2022 Standard Fee and Reimbursement Schedule**

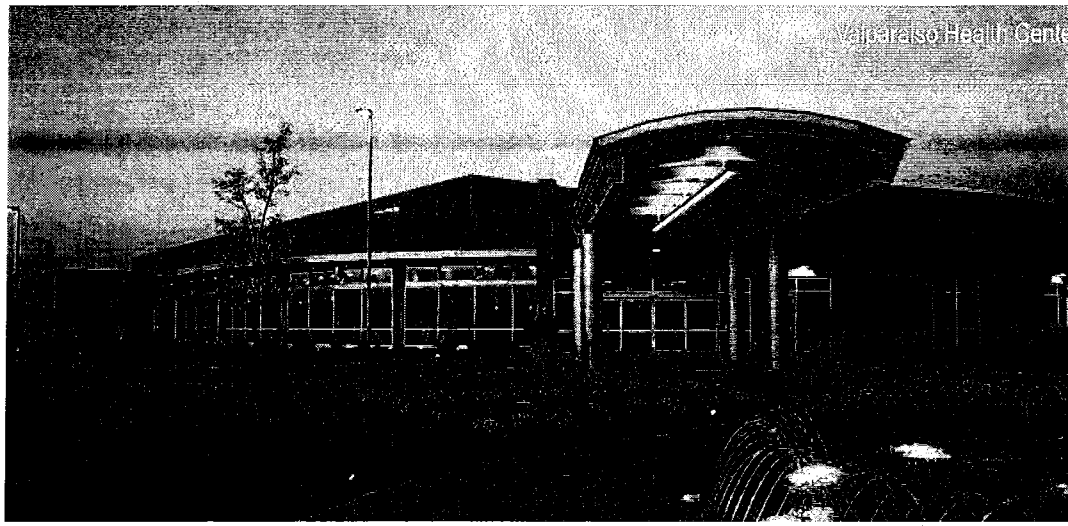
Professional Staff/Level 3	\$140.00/hour
Professional Staff/Level 2	\$100.00/hour
Professional Staff/Level 1	\$80.00/hour
Technical Staff/Level 1	\$55.00/hour
Administrative Staff/Level 1	\$35.00/hour
B/W Copies (8-1/2" x 11")	\$0.10/copy
B/W Copies (11" x 17")	\$0.25/copy
B/W Large Format	\$0.75/sq. ft.
Color Copies (8-1/2" x 11")	\$0.50/copy
Color Copies (11" x 17")	\$1.00/copy
Color Large Format	\$3.00/sq. ft.
Foam Board	\$3.00/sq. ft.
Mileage	\$0.585/mile



PLANNED ENVIRONMENT ASSOCIATES

P.O. Box 2256                      219.299.3383  
Chesterton, IN                      www.planviron.com

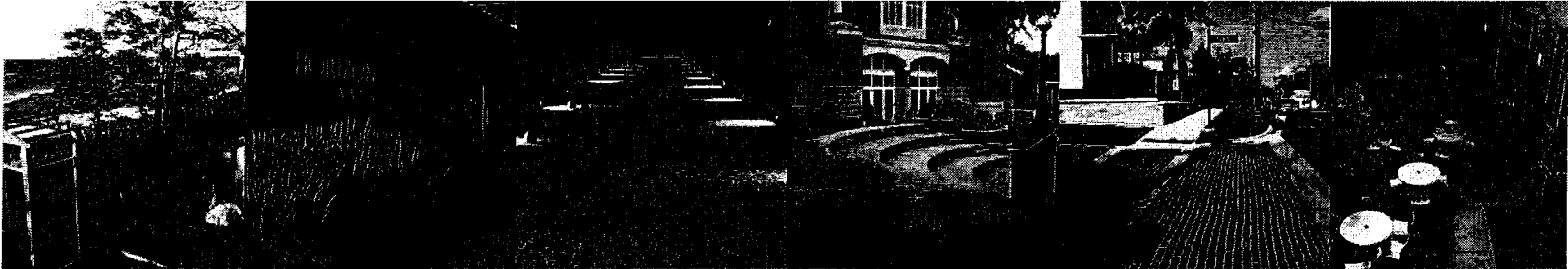
*Site Planning & Landscape Architecture in  
the Chicagoland area since 1976.*



Fairbanks Health Center

From initial design through construction, Planned Environment Associates, Inc. is capable of providing our clients the expertise and professional network to see a project successfully completed. Your visions come to life through a collaborative design process and years of effective project management experience. We have worked with a variety of clientele varying from individuals to corporate to municipal projects. Although our clients have ranged in size, our niche is transforming spaces into beautiful, functional, and ecologically sustainable environments.

L I V E   W O R K   P L A Y   L E A R N   T R A V E L   H E A L



Grand Beach Residence

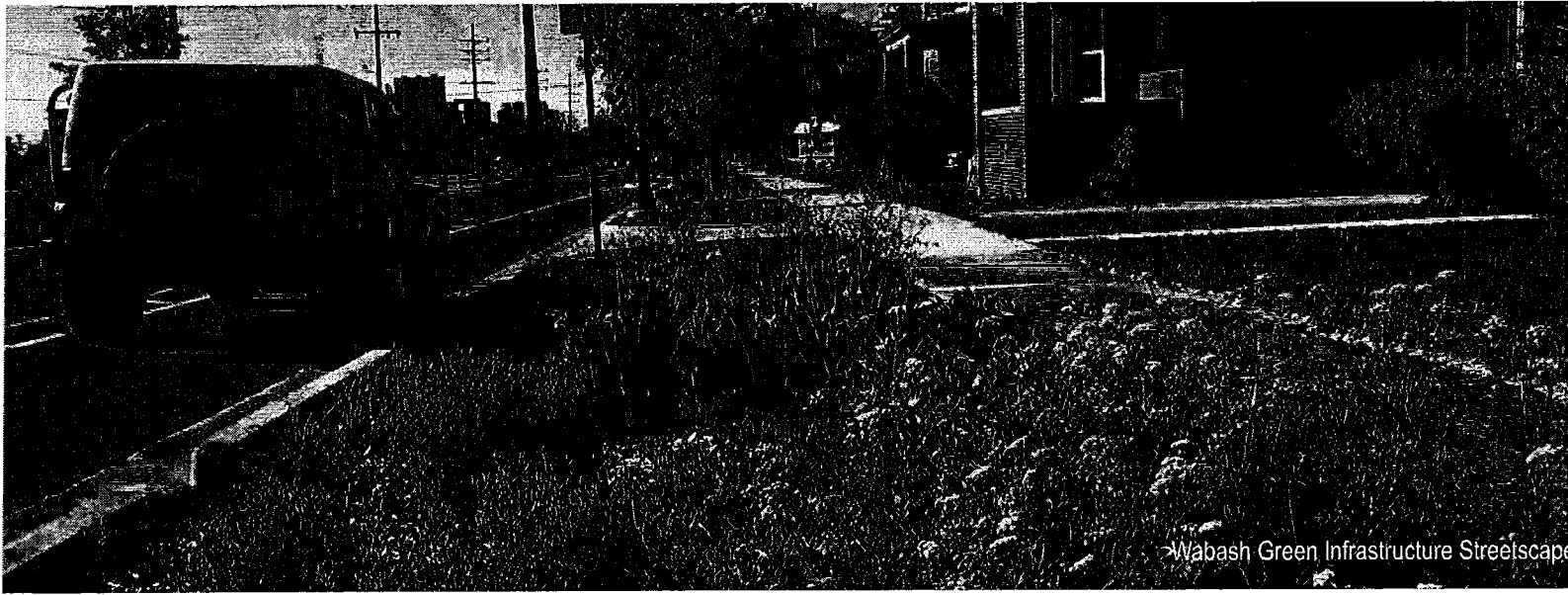
Planned Environment Associates, Inc.

Site Planning & Landscape Architecture

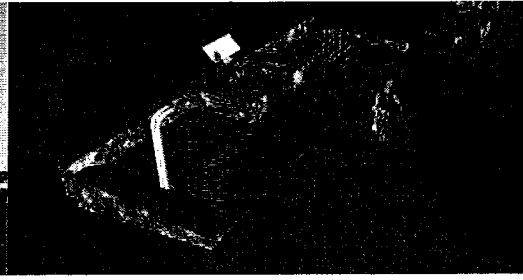
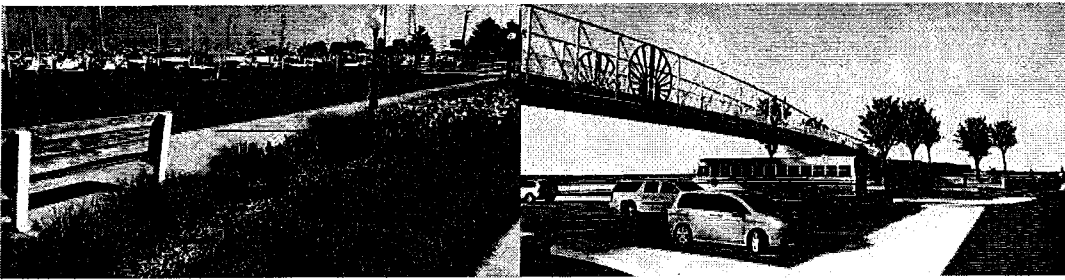
Chesterton, IN

219.299.3383

www.planviron.com



Wabash Green Infrastructure Streetscape



# TRAVEL

As the old saying goes, "It's not the destination, it's the journey". We believe the vehicular and pedestrian corridors for these journeys should provide the same level of high quality design, functionality, safety and environmental responsibility as the destinations themselves.



Elston Grove Historic District Streetscape

Planned Environment Associates, Inc.

Site Planning & Landscape Architecture

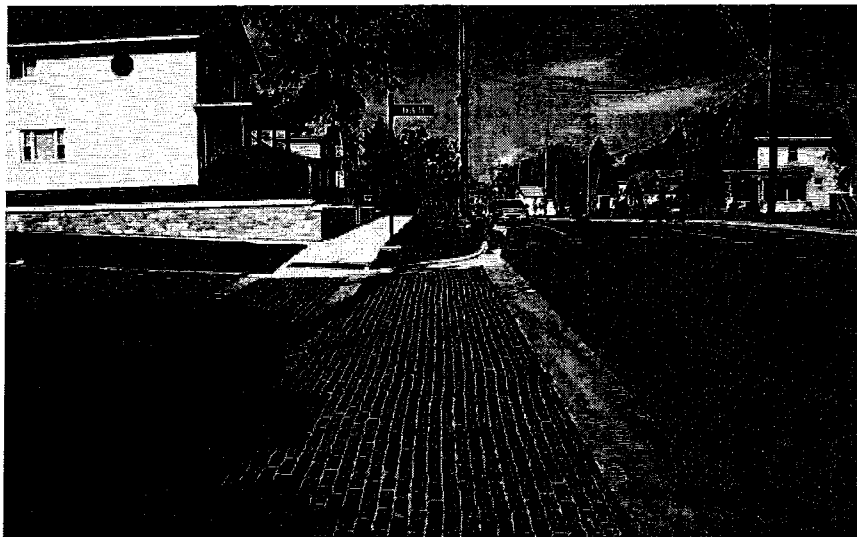
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631.200.2282

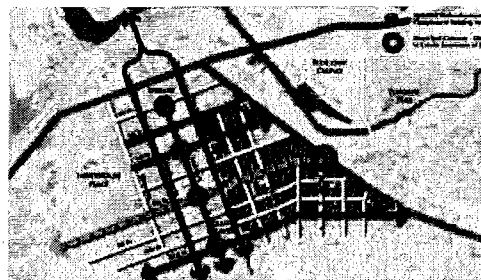
www.planenv.com

# ELSTON GROVE HISTORIC DISTRICT STREETScape

MICHIGAN CITY, INDIANA



Elston Grove Historic District is a national historic district located at Michigan City, LaPorte County, Indiana. The project included major renovation to the 27 city blocks in the district. Features included two pocket parks at either end of Eighth Street, Old street paver crosswalks and an intersection, and masonry identification signs. It was important to have a diverse street tree planting scheme to replace the dying tree canopy. We worked closely with the City Forester to develop a diverse list of trees that included three maple species, four oak species, ironwood, and two species of ornamental trees.



Planned Environment Associates, Inc.  
Chesterton, IN

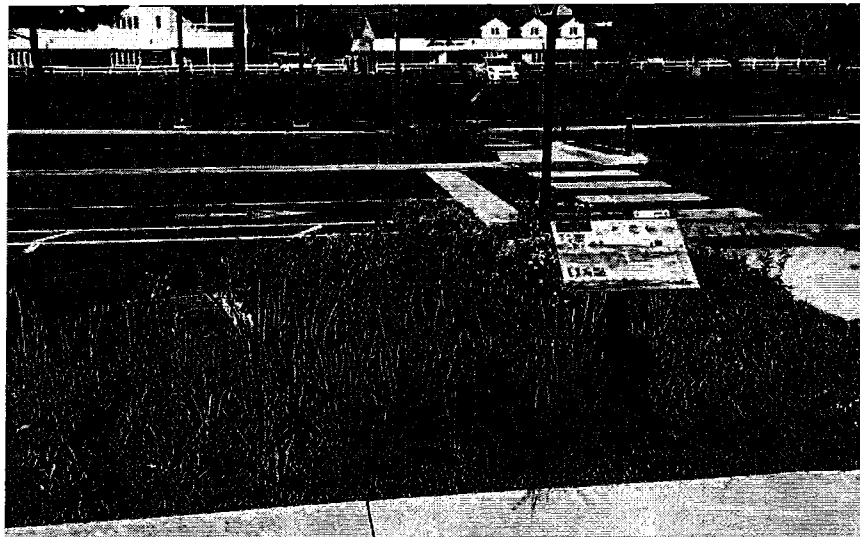
210.900.2292

[www.planenv.com](http://www.planenv.com)

Site Planning & Landscape Architecture

# WABASH STREET STREETScape

MICHIGAN CITY, INDIANA



PEA collaborated with the City of Michigan City and Haas & Associates to address stormwater issues along Wabash Street near Lighthouse Mall in Michigan City. Through conversations on the stormwater issues, the design team capitalized on the infrastructure needs to develop a sustainable and aesthetically pleasing streetscape design for Wabash Street.

PEA led the design of 27 different rain garden locations with native plantings in collaboration with the Engineer to understand stormwater quantities and levels of inundation. The designs were complete in June 2015 and construction was complete during the summer of 2017.



Planned Environment Associates, Inc.





ServiScape, LLC  
Shelley Bright  
PO Box 8658  
Michigan City, IN 46361

4/12/2022

Mary Robertson  
Village of Grand Beach  
48200 Perkins  
Grand Beach, MI 49117

Dear Mary:

It is our pleasure to provide you with the following estimate for landscape services:

Quantity	Service Name	Service Description	Rate	Amount
27	Hydroseed Lawn	Hydroseed lawn along Old Grand Beach Road.	154.00	4158.00
			<b>Total</b>	<b>\$4,158.00</b>

Estimate Total \$\$4,158.00

Please click on the following link to view and uncheck any services you do not wish to be performed: [Click here to view your proposal](#)

This estimate is based on today's prices, and is guaranteed for 30 days. Please be aware, material availability and pricing have been fluctuating and may be subject to change.

We appreciate your consideration of ServiScape for your landscape needs. We welcome the chance to walk through the project with you, describe the process, and address any concerns you may have. We believe our training and experience will ensure quality workmanship that will last. Please contact us at (219) 872-9412 with any questions. We look forward to working with you!  
Sincerely,

Shelley Bright  
Administrative Assistant  
ServiScape, LLC

(219)872-9412

[www.getserviscape.com](http://www.getserviscape.com)

Like us on Facebook @<https://www.facebook.com/ServiScapeLLC>

By Accepting the proposal and services, you agree to the following terms and conditions:

This Landscaping Services Contract (the "Agreement") states the terms and conditions that govern the contractual agreement between ServiScape having its principal place of business at PO Box 8658/711 Hwy 212, Michigan City, IN 46360 (the "Landscaper"), and yourself (the "Client") who agrees to be bound by this Agreement.

WHEREAS, the Landscaper is engaged in the business of offering landscaping services; and

WHEREAS, the Client desires to retain the services of the Landscaper to render landscaping services conforming to the Client's design and direction according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Landscaper and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. The Property

The Client warrants and represents that the Client either owns the Property holds the authority to engage the Landscaper for the Landscaping Services requested on the Property.

2. Term

The Landscaper shall perform the Landscaping Services described in the above proposal.

a. Either Party may terminate this Agreement for any reason within 30 days written notice to the other Party.

### 3. Landscaping Services

The Landscaper agrees that it shall perform the landscaping services described on the above proposal. In the event the Client changes the scope of the Landscaping Services after executing this Agreement, the cost of services and/or materials may increase.

### 4. Compensation

In consideration for the Landscaping and/or Consulting Services, the Client shall pay the Landscaper at the rate outlined in the above proposal although this is just an estimate. The Landscaper shall invoice the Client once every month and such invoices shall be due and payable within 15 days of the Client's receipt of the invoice. A late fee of 1.5% of the total invoice per month shall apply to delinquent payments. Client agrees to pay any attorney/professional fees and court costs associated with collection of delinquent payments.

### 5. Client Responsibilities

The Client shall be responsible for the following to ensure the Landscape Services are sufficiently performed:

- a. Accurately apprise the Landscaper as to the property lines of the Property to ensure the Landscaper does not encroach on any third party's property.
- b. Accurately apprise the Landscaper as to any subsurface utility and service lines including (but not limited to) electrical, telephone, and gas lines.
- c. Obtaining any permits required to perform the Landscaping Services.

### 6. Landscaper Responsibilities

In performing the Landscaping Services, the Landscaper shall be responsible for the following:

- a. Perform the landscape services as outline in the above proposal.
- b. Oversight of the materials to be purchased to perform the Landscaping Services.
- c. Clean the Property and remove all debris associated with the services rendered after performing the Landscaping Services.
- d. Obtaining liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage.

### 7. Promotion

The Client hereby authorizes the Landscaper to take photographs of the Client's property for the use of promoting the Landscaper's Landscaping Services at the Landscaper's discretion and grants the Landscaper the sole right in the intellectual property of any such photographs.

### 8. Indemnification

The Client agrees to indemnify, defend, and protect the Landscaper from and against all lawsuits and costs of every kind pertaining to the Landscaping Services, any false information delivered by the Client pertaining to the Property, or failure to deliver relevant information by the Client.

### 9. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

### 10. Applicable Law

The terms of this Agreement, and the interpretation of those terms, shall be governed in accordance with the laws of the State of Indiana and subject to a court of competent jurisdiction within the State of Indiana.



**From:** clerk grandbeach.org <clerk@grandbeach.org>  
**Sent:** Wednesday, April 13, 2022 2:30 PM  
**To:** Mario Ortega, dlindley grandbeach.org  
**Subject:** Re: Sign

Hi Mario,

Are all of the quotes based on the same design? It was nice that the first one had the actual drawings, but I think those were done by your designer and forwarded to them for their bid. Is that what was done with the others? I'm just wondering if they are all bidding on the same sign? I reviewed the ArtFX bid, and it looked similar but hard for me to tell if it's the same.

I think I mentioned that we will need to change the wording a little when we finally order the sign.

Thank you and have a great day.

Mary

Mario Ortega  
Wed 4/13/2022 3:33 PM

To:

- clerk grandbeach.org;
- dlindley grandbeach.org

Hi Mary,

Yes, all the quotes are based on the same design. We forwarded the design to the company and they proposed how to construct it. They are a little different with the materials. The Burkett one is an aluminum cabinet. The ArtFx is a high-density urethane (plastic) which is pretty common. The Signwriter sign is a synthetic stucco which is a type of plastic as well.

Burkett said they should be able to provide a revised quote without lighting soon. Would you need this to go into the Council packet?

Thanks,

Mario Ortega

Art-Fx  
 9797 Red Arrow Hwy, Bridgman, MI, 49106  
 info@artfxsign.com  
 +1 269-465-5706



http://www.artfxsign.com

# Quote 2026

## Grand Beach Nature Preserve Monument Sign

SALES REP INFO  
 Doyle Rogers  
 doyle@artfxsign.com  
 269-465-5706

QUOTE DATE  
 04/13/2022  
 QUOTE EXPIRY DATE  
 04/27/2022  
 TERMS  
 50/50

ORDERED BY  
 McKenna  
 235 East Main Street  
 Suite 105  
 Northville, MI, 48167

CONTACT INFO  
 Carrie Leitner  
 CLeitner@mcka.com  
 +1 734-223-2673

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)
1	<b>Foam Monument</b> 72" x 72" x 18" base structure Pergola accents up to 30" depth HDU title panel "Grand Beach" - engraved letters 1/4" acrylic raised letters "Nature Preserve" HDU title panel "Funded by.." - engraved letters Base structure white stucco finish	1	Unit	\$9,250.00	\$9,250.00
2	<b>Faux Stone Base - optional</b> Faux stone base - foam monument construction	1	Unit	\$2,000.00	\$2,000.00
3	<b>Site Survey</b>	1	Unit	\$150.00	\$150.00
4	<b>Permit Acquisition</b> Does not include permit fee which is billed at cost	1	Unit	\$250.00	\$250.00
5	<b>Design/Layout</b>	1	Unit	\$250.00	\$250.00
6	<b>Installation</b> Actual cost TBD pending site survey	1	Unit	\$1,500.00	\$1,500.00

**Setup:** \$0  
**Subtotal:** \$13,400.00  
**Sales Tax (6%):** \$675.00  
**Total:** \$14,075.00

**Downpayment (50.0 %)**

**\$7,037.50**

**SIGNATURE:**

**DATE:**



SIGNWRITER  
 633 W. MICHIGAN AVE.  
 KALAMAZOO, MI 49007  
 269-373-6440

# Quote

Date	Quote #
3/16/2022	27051

Due Date
3/16/2022

Name / Address
CARRIE LEITNER 235 EAST MAIN ST SUITE 105 NORTHVILLE, MI 48167

P.O. No.	Terms	Rep
GRAND BEACH		MW

FOB	Project

Item	Qty	Description	Cost	Total
Custom	1	71 1/2" X 72" X 30" SYNTHETIC STUCCO SIGN AND BASE	6,340.00	6,340.00T
Install	1	Sign Installation	1,250.00	1,250.00
Permits	1	Sign Permit	199.00	199.00
FREIGHT	1	FREIGHT CHARGE	695.00	695.00T
Custom	1	48" x 71 1/2" x 30" SYNTHETIS STUCCO SIGN	4,870.00	4,870.00T
Custom	1	BRICK BASE	6,200.00	6,200.00T
Install	1	Sign Installation	1,150.00	1,150.00
Permits	1	Sign Permit	199.00	199.00
FREIGHT	1	FREIGHT CHARGE	695.00	695.00T
		Sales Tax	6.00%	1,128.00
		TARIFF SURCHARGE EFFECTIVE OCTOBER 7TH, 2018 MAY CHANGE ESTIMATE		
		phone 269-373-6440 fax 269-373-6445 e-mail Briana.A.Wrench@gmail.com		

Thank you for your business.	<b>Total</b>	\$22,726.00
------------------------------	--------------	-------------



February 24, 2022  
 Updated April 14, 2022  
 Grand Beach Nature Preserve

Per your request, I have put together the following quote for your review:

**Road ID Sign**

**Option #1**

To supply a double-sided non-illuminated aluminum sign cabinet with custom structural wood accents on top with logo letters on the faces, there will be black vinyl attached for the tagline and aluminum cladding at the base of the sign per the approved artwork. The footer will consist of (2) poles and concrete.....

.....\$5,850.00

Base.....\$2,250.00

Installation of the above items.....\$850.00

\$8,950.00

**Option #2**

To supply a double-sided non-illuminated aluminum sign cabinet with custom structural wood accents on top with logo letters on the faces, there will be black vinyl attached for the tagline and aluminum cladding at the base of the sign per the approved artwork. The footer will consist of (2) poles and concrete.....

.....\$5850.00

Base.....\$2,250.00

Installation of the above items.....\$850.00

Brickwork.....\$3,400.00

Permit Procurement Fee.....\$150.00

Permits.....\$12,500.00

Billed at Cost per Municipality

**\*\*\*Michigan Sales Tax Applied Where Applicable\*\*\***

Terms: ½ Down

½ Upon Completion

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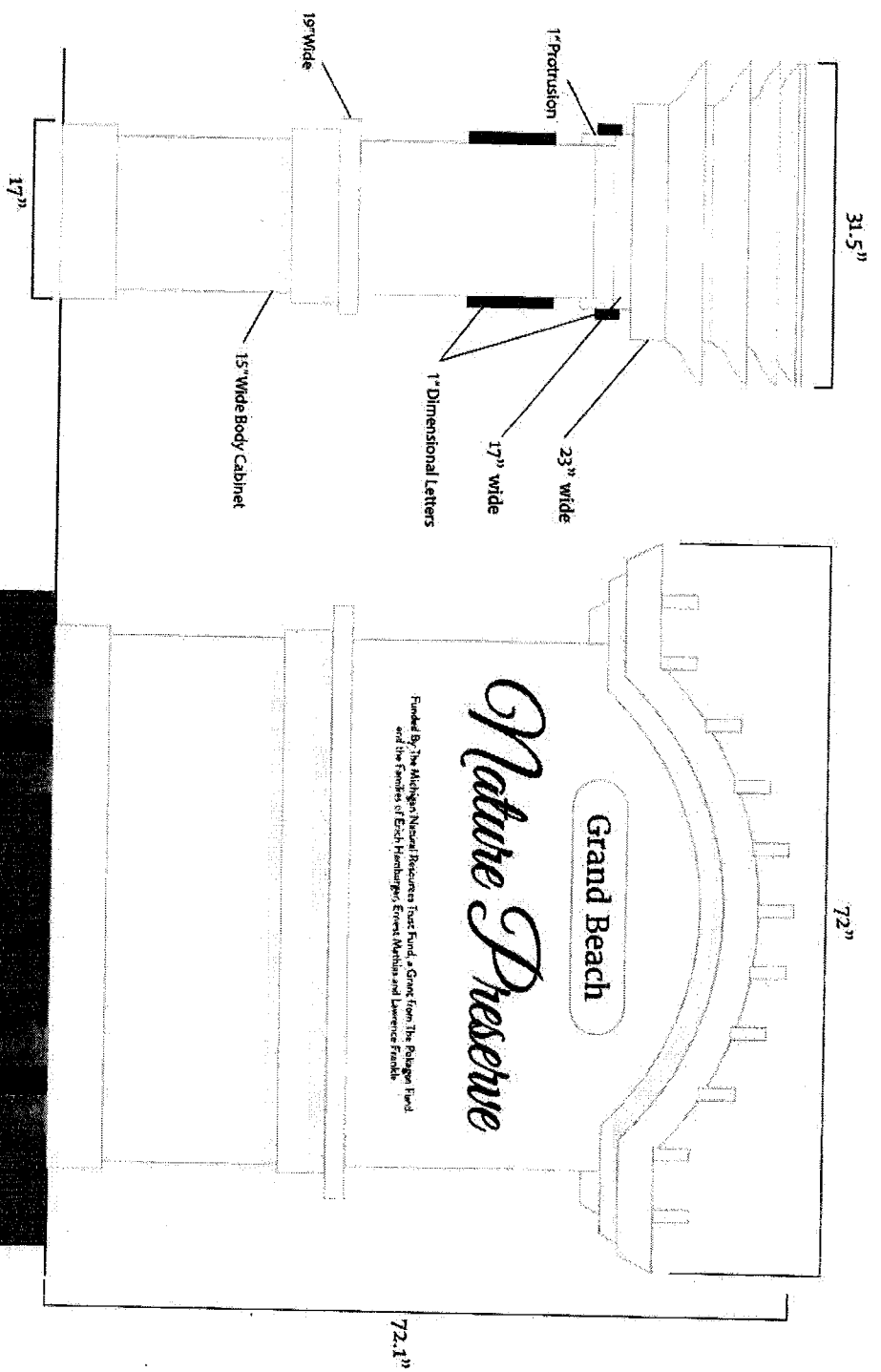
Authorized Signature (s)

---

Date

Sincerely,

Robb Perrin/President/ Burkett Signs Inc. 269-746-4285



**CUSTOMER APPROVAL**

**PROJECT ID** Grand Beach Nature Preserve Monument Sign

**REVISION#** 0

**DESIGN DATE** 2/22/22

**DATE**

**DESIGNED BY:** *Rob Fisher*

This Design & Engineering drawing is submitted as our proposal and is to remain our property exclusively until accepted and approved by purchase. This artwork is not to be shared or distributed without written permission.

Due to Variations in substrates, finishing processes and printer capabilities the final product may differ in color from original artwork. Effort will be made to achieve the most accurate finish. If color matches are required, guest finish samples BEFORE approving drawings and specifications. **PRODUCT FINISHES, AND CONSTRUCTION, ARE DEFINED ACCEPTABLE BY APPROVAL OF SHOP DRAWINGS.** Designs applied to photo images are intended as rough visual representations, which are not to scale. Refer to specifications for actual size.

15886 E. MICHIGAN AVE.  
CLIMAX, MI

PHONE: 269-746-4285

FAX: 269-746-5246

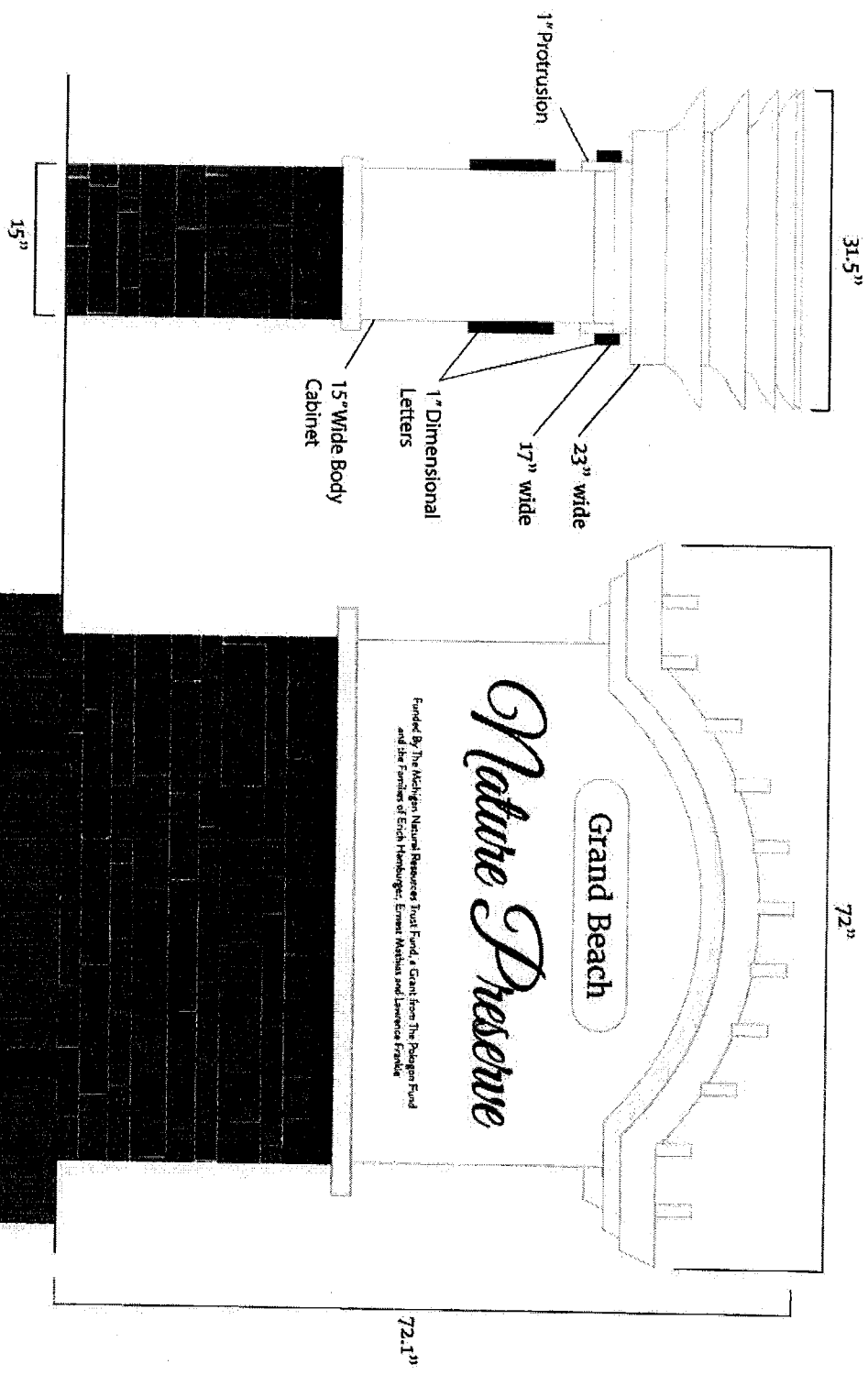
BURKETTSGNS.COM



<b>Grand Beach Nature Preserve</b>	
<b>SPECIFICATIONS</b>	
Double Sided Sign, Aluminum Cabinet with custom structural wood accents on top. Logo Letters to be dimensional. Tagline to be applied black vinyl Custom Aluminum Cladding for Base. Two Poles and Concrete for footer.	
<b>LIGHTING</b>	
<b>QUANTITY</b>	
1	
<b>COLOR SCHEME</b>	
<input type="radio"/>	PANTONE White
<input checked="" type="radio"/>	PANTONE Warm Gray 10 C
<input type="radio"/>	PANTONE Black
<input type="radio"/>	PANTONE 000 C
<input type="radio"/>	PANTONE 000 C
<input type="radio"/>	PANTONE 000 C



#2



**CUSTOMER APPROVAL**

**PROJECT ID** Grand Beach Nature Preserve Monument Sign

**REVISION#** 0

**DESIGN DATE** 2/22/22

**DATE**

**DESIGNED BY:** *Rob [Signature]*

This Design & Engineering drawing is submitted as our proposal and is to remain our property exclusively until accepted and approved by purchase. This artwork is not to be shared or distributed without written permission.

Due to Variations in substrates, finishing processes and printer capabilities the final product may differ in color from original artwork. Effort will be made to achieve the most accurate finish. If color matches are required, guest finish samples BEFORE approving drawings and specifications. **PRODUCT FINISHES, AND CONSTRUCTION, ARE DEEMED ACCEPTABLE BY APPROVAL OF SHOP DRAWINGS.** Designs applied to photo images are intended as rough visual representations, which are not to scale. Refer to specifications for actual size.

15886 E. MICHIGAN AVE.

CLIMAX, MI

PHONE: 269-746-4285

FAX: 269-746-5246

BURKETTSGNS.COM



**Grand Beach Nature Preserve**

**SPECIFICATIONS**

Double Sided Sign.  
Aluminum Cabinet with custom structural wood accents on top. Logo Letters to be Dimensional. Tagline to be applied black vinyl. Custom Concrete Divider with Custom bricks as base. Two Poles and Concrete for footer.

**LIGHTING**

**QUANTITY**

1

**COLOR SCHEME**

PANTONE White

PANTONE Warm Gray 10 C

PANTONE Black

PANTONE 000 C

PANTONE 000 C

PANTONE 000 C

Square sign  
Width and Height = 6'

6'-00"

1/2 inch  
standard steel pipe A53B

1' dia. X 3.1398' deep  
Concrete footing

Moment at ground = 9,905.9 in-lbs. - 825.5 ft-lbs.  
Minimum 'S' = .3216 -- actual 'S' is 3.21 - OK  
Based on a wind speed of 100mph and exposure B.  
Footing based on a lateral soil allowable of 150 psf.  
Based on the 2021 International Building Code and ASCE 7-10

Report created using  
Plan Analyst software  
by Plan Analyst LLC  
[www.PlanAnalyst.com](http://www.PlanAnalyst.com)

Burkett Signs  
Design  
15886 E Michigan Ave  
Climax, MI 49034  
(269) 746-4285

Grand Beach Nature Preserve  
12291 Red Arrow Hwy

## PROJECT DESCRIPTION:

Identification: Grand Beach Nature Preserve  
Address: 12291 Red Arrow Hwy

## WIND LOAD CALCULATIONS

Wind load based on ASCE 7 per IBC 1609.1.1

$K_z = 0.57$  (Table 29.3-1)

$K_{zt} = 1$  (Sec. 26.8.2)

$K_d = 0.85$  (Solid Sign - Table 26.6-1-4)

$V = 100$

$I = 1$  (Table 1.5-2, used category II, Table 1.5-1)

$G = 0.85$  (Rigid Structure - Section 26.9.1)

$C_f = 1.45$  (Figure 29.4-1)

$q_z = 12.4032$

$psf = 15.28695$

Moment Arm = 108

Sign Moment = 1650.99

## BASIC CALCULATIONS:

Total sign area = 36

Total moment per pole = 825.4951 Ft. lbs.

Total moment per pole = 9905.94 In. lbs.

Total force per pole = 275.165

Average height = 3

## FOOTING CALCULATIONS:

Depth of Footing based on IBC Section 1807.3.2.1 (Nonconstrained)

Diameter of footing = 1 feet

Depth =  $0.5A(1+(1+(4.36 \times \text{Height}/A)))$  -- Equation 18.1

$A = 2.34 \times \text{Force}/\text{Soil Allowable Lateral} \times \text{Diameter}$

Required depth = 3.139841 feet

## SUPPORT CALCULATIONS:

4 inch

Standard steel pipe - A53B:

Allowed  $F_b = 30800$

Actual  $S = 3.21$

Required  $S = .3216214$

Steel pipe is OK.



Dear Grand Beach Council,

I am proposing to purchase a 2023 Chevrolet Tahoe PPV 4WD. I put out six requests for proposals and only received one back. It is a very trying time to get a vehicle right now. It is even harder to get a dealer to work with you on a fleet purchase as these are pushed to the back of the line for more expensive models that are made for the civilian market.

The only bid I received and am requesting we approve is from Tim Lally Chevrolet in Ohio. The bid is for \$42,973.51 plus equipment of \$8,869 and graphics for \$500.

Total request is \$52,342.51. I have \$53,000 in the budget right now for a vehicle.

The dealer said we will most likely not see this for 6-8 months.

Thank you,

Ryan

PURCHASER Grand Beach Michiana Police Department

BUYERS ORDER

ADDRESS 4000 Cherokee Dr

CITY Michiana STATE MI ZIP 49117

RES. PHONE ( ) \_\_\_\_\_

BUS. PHONE ( ) \_\_\_\_\_

E-MAIL \_\_\_\_\_ DATE 03/31/22

MOBILE NO. ( ) \_\_\_\_\_

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED MOTOR VEHICLE:  NEW  USED  DEMO  RENTAL  FACTORY OFFICIAL

**Tim Lally Chevrolet, Inc.**

24999 Miles Rd

Warrensville Heights, Ohio 44128

440-232-2000 Fax 440-232-2104

DEAL NO. \_\_\_\_\_ CUSTOMER NO. \_\_\_\_\_

MILEAGE ON PURCHASED VEHICLE: \_\_\_\_\_  
Accurate Unless Marked Not Accurate  NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2023	Tahoe PPV	4x4	Black	BLK		ORDER

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN # _____			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate			Salvage Vehicle? <input type="checkbox"/> Yes
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			

TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
VIN # _____			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate			Salvage Vehicle? <input type="checkbox"/> Yes
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			

REMARKS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEPOSIT (PARTIAL PAYMENT) RECEIPT** - Purchaser hereby provides to the Dealer the sum of \$ \_\_\_\_\_ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for \_\_\_\_\_ days from the date of Deposit. X \_\_\_\_\_

**NEGATIVE EQUITY DISCLOSURE & CONSENT** - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ \_\_\_\_\_ (known as negative equity). X \_\_\_\_\_

**ARBITRATION** - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X \_\_\_\_\_

PRICE OF VEHICLE	\$	36937.51
OTHER GOODS & SERVICES	PPV 4X4	3494.00
AMF 4 Key Fobs		135.00
6J4 Horn Circuit Wiring		105.00
6C7 Red and white front dome light		170.00
6J3 Grill Lamp/Siren Speaker wiring		92.00
5J1 DISABLE HORN LIGHTS LOCKING		55.00
5J9 Tail lamp flasher		50.00
BTV Remote Start		300.00
V76 Front Recovery Hooks		60.00
RIK Black Name Plates		175.00
7X3 Drivers Side Spotlamp		800.00
T53 Liftgate lamps		585.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		42958.51
TRADE-IN ALLOWANCE(S)		( )
TAX BASE		
SALES TAX _____ %		
TITLE FEE		15.00
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	42973.51

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty. NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this \_\_\_\_\_ day of \_\_\_\_\_  
PURCHASER(S) \_\_\_\_\_  
SALESPERSON \_\_\_\_\_ ACCEPTED BY AUTHORIZED AGENT \_\_\_\_\_

**Tim Lally Chevrolet**

SAVE Specialty Advanced Vehicle Equipment

24999 Miles Road  
Warrensville Heights, Ohio 44128  
440 232-2000 X1525

Grand Beach Michiana Police Department

4000 Cherokee Dr  
Michiana, MI 49117

269-757-1458

**Quotation**

DATE 4/1/2022  
Quotation # 44486  
Customer ID

Quotation valid until: 5/4/2020

Prepared by: John

PRICING INCLUDES LABOR, TOOLS and PARTS

Up-Fit pricing with purchase of new 2019 Tahoe. All installation work is covered for 3yrs/36K Miles. Free fully None

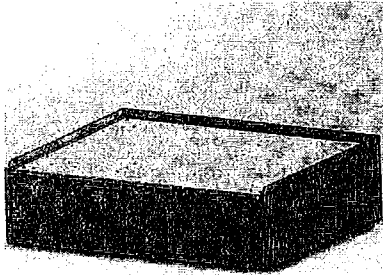
SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
John					30 days

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	Federal Signal low profile package. Siren and controller (Pathfinder PF200AMP), 100 watt speaker (ES100), 2 LED grill lights ( MPS6U), equipment console with cup holder, USB, 2 lighter plugs and armrest (CON138), Front ILS, 8 head Rear stick,	\$ 6,500.00	N	\$ 6,500.00
	headlight flasher, two rear hideaways, two grill lights, two side window lights, Code 3 under mirror lights.		N	
1	Rear partition (cargo only)	\$ 400.00	N	\$ 400.00
1	install provided radio, new antenna and cable installed	\$ 169.00	N	\$ 169.00
			N	
			N	

SUBTOTAL	\$7,069.00
TAX RATE	0.00%
SALES TAX	\$ -
OTHER	\$ (200.00)
TOTAL	\$ 6,869.00

If you have any questions concerning this quotation, contact name, phone number, e-mail.

THANK YOU FOR YOUR BUSINESS!



# ECO LINE ALUMINUM STORAGE BOX 47" X 36" X 12"

## \$1,670.00

**SKU: SB-ECO473712-T**

- Storage drawer is 0.09 aluminum constructed
- Black wrinkled finish
- Lightweight and durable
- Two (2) drawer latch handles to help eliminate rattling
- Slides are quick-release for easy installation
- Optional accessories can be purchased separately; rubber matting, internal dividers to create separate compartments, carpet on top and box-top lip and vehicle-specific elevated mounting brackets for access to spare tire
- Designed to work with Chevy Tahoe, Suburban and Ford Expedition
- Easy installation

- 1 +

Request A Quote

Categories: Single Drawer, Sliding Drawers, Storage, Vaults

**Description**

**Additional information**

# WAYNE

Heating & Air Conditioning Co., Inc.

P.O. Box 626  
Michigan City, Indiana 46361  
Telephone (219) 874-4131

March 15, 2022

Attn: Mary  
Village of Grand Beach

Office: 269-469-3141  
Fax: 269-469-0146

RE: Preventive Servicing of Heating and Air Conditioning Systems

Spring Service Air Conditioners

Town Hall-Service air conditioners lower level and air handler and air conditioners hall area.

Maintenance Building - Service air conditioners:

1. Power wash outdoor condenser, coil cleaner to be used.
2. Grease and oil as needed
3. Check blower belts, adjust or replace.
4. Check refrigerant charge, adjust as needed.
5. Check for refrigerant leaks.
6. Check thermostats.
7. Check temperature drop in cooling coil.

Cost \$1,141.00

Full Service Heating Units

Town Hall-Service furnace first floor and duct furnace hall area.

Maintenance Building - Service unit heaters and furnaces.

1. Remove burners and pilot and clean.
2. Inspect heat exchangers.
3. Inspect flues and piping.
4. Grease and oil as needed.
5. Check blower belts, adjust or replace as needed.
6. Check thermostats.
7. Start up and check operation.

Cost \$1,219.00

Not included: Parts, refrigerant, labor to repair. Filters to be changed by owner.  
Please feel free to call with any questions that you may have.

Thank you,

  
Glenn L. Stransky, President

Since 1949





**TEDF Category B FY 2023 Program - Now Accepting Applications**

Salinas, Jacke (MDOT) [REDACTED]

Wed 3/30/2022 1:22 PM

To: Zuzga, Christine (MDOT) &lt;ZuzgaC@michigan.gov&gt;

Dear Prospective Applicant:

MDOT Office of Economic Development is now accepting applications for the FY 2023 Community Service Infrastructure Fund (CSIF), commonly referred to as TEDF Category B. As background, the Category B program was created and designed as a stop gap measure to provide additional road funding to the smallest communities in Michigan, particularly those with limited ability to fund road projects.

The follow parameters apply:

- **Eligible Applicants:** Villages and small cities with a population of 10,000 or less per the 2020 Census
- **Eligible project type:** Reconstruction, replacement, rehabilitation or capital preventative maintenance of city or village streets. Only costs directly associated with the roadway construction are eligible for funding or match credit. Preliminary engineering (design), right-of-way acquisition, and construction engineering (project oversight), are not eligible costs.
- **Maximum grant:** 50% of eligible costs, up to \$250,000.
- **Program Priorities:** Each application is reviewed and independently scored based upon a consistent set of criteria:
  - The extent to which an agency has the ability to fund road projects, based on 2021 real/personal property value proportional to population.
  - Projects on local roads - as they have fewer eligible funding sources.
  - Projects paired with other infrastructure projects - to encourage efficiencies and coordination.
  - Projects done together with another agency's project - to encourage lower prices and other efficiencies.
  - Preventive maintenance projects - to encourage better asset management practices.
  - Points are reduced for agencies that received a grant from the program in the past.
  - Adjustments to ensure geographic balance to the announcement.

In order to allow for grant recipients to better plan for projects associated with a grant, applications are now being accepted for FY 2023. Any grants approved for FY 2023 funding will be awarded contingent on continued appropriations by the legislature. Only one application will be accepted per agency, but you may include up to five separate roadways on the application.

For more information, application, instructions, and FAQ, please refer to the OED Category B website at [www.michigan.gov/TEDE](http://www.michigan.gov/TEDE). **Applications must be received by Wednesday, June 15, 2022 by 5pm and must be complete to be considered for funding.**



Sincerely,

Michael B. Kapp  
Administrator, Office of Economic Development



# Transportation Economic Development Fund Category B: Community Service Infrastructure Fund - Eligible Communities

Cities and villages with populations of 10,000 or less per the 2020 U.S. Census

## A

Addison	Ahmeek	Akron	Alanson	Albion
Algonac	Allegan	Allen	Alma	Almont
Alpha	Applegate	Armada	Ashley	Athens
Au Gres	Auburn	Augusta		

## B

Bad Axe	Baldwin	Bancroft	Bangor	Baraga
Baroda	Barryton	Barton Hills	Bear Lake	Beaverton
Belding	Bellaire	Belleville	Bellevue	Benton Harbor
Benzonia	Berrien Springs	Bessemer	Beulah	Big Rapids
Bingham Farms	Blissfield	Bloomfield Hills	Bloomington	Boyne City
Birch Run	Breckenridge	Breedsville	Bridgman	Brighton
Boyne Falls	Britton	Bronson	Brooklyn	Brown City
Buchanan	Buckley	Burlington	Burr Oak	Byron

## C

Caledonia	Calumet	Camden	Capac	Carleton
Carney	Caro	Carson City	Carsonville	Caseville
Casnovia	Caspian	Cass City	Cassopolis	Cedar Springs
Cement City	Center Line	Central Lake	Centreville	Charlevoix
Charlotte	Chatham	Cheboygan	Chelsea	Chesaning
Clare	Clarkston	Clarksville	Clayton	Clifford
Climax	Clinton	Clio	Coleman	Coloma
Colon	Columbiaville	Concord	Constantine	Coopersville
Copemish	Copper City	Corunna	Croswell	Crystal Falls
Custer				

## D

Daggett	Dansville	Davison	Decatur	Deckerville
Deerfield	Detour	Dewitt	Dexter	Dimondale
Douglas	Dowagiac	Dryden	Dundee	Durand

## E

Eagle	East Jordan	East Tawas	Eastlake	Eaton Rapids
Eau Claire	Ecorse	Edmore	Edwardsburg	Elberta
Elk Rapids	Elkton	Ellsworth	Elsie	Emmett
Empire	Essexville	Estral Beach	Evart	

**F**

Fairgrove	Farwell	Fennville	Ferrysburg	Fife Lake
Flushing	Forestville	Fountain	Fowler	Fowlerville
Frankenmuth	Frankfort	Franklin	Freeport	Freesoil
Fremont	Fruitport			

**G**

Gaastra	Gagetown	Gaines	Galesburg	Galien
Garden	Gaylord	Gibraltar	Gladstone	Gladwin
Gobles	Goodrich	Grand Beach	Grand Blanc	Grand Ledge
Grant	Grass Lake	Grayling	Greenville	Grosse Pointe
Grosse Pointe Shores				

**H**

Hancock	Hanover	Harbor Beach	Harbor Springs	Harrietta
Harrison	Harrisville	Hart	Hartford	Hastings
Hersey	Hesperia	Highland Park	Hillman	Hillsdale
Holly	Homer	Honor	Hopkins	Houghton
Howard City	Hubbardston	Hudson	Hudsonville	Huntington Woods

**I**

Imlay City	Iron Mountain	Iron River	Ironwood	Ishpeming
Ithaca				

**J**

Jonesville
------------

**K**

Kaleva	Kalkaska	Keego Harbor	Kent City	Kinde
Kingsford	Kingsley	Kingston		

**L**

Laingsburg	Lake Angeles	Lake Ann	Lake City	Lake Isabella
Lake Linden	Lake Odessa	Lake Orion	Lakeview	Lakewood Club
L'Anse	Lapeer	Lathrup Village	Laurium	Lawrence
Lawton	Lennon	Leonard	Leroy	Leslie
Lexington	Lincoln	Linden	Litchfield	Lowell
Ludington	Luna Pier	Luther	Lyons	

**OFFICE OF ECONOMIC DEVELOPMENT  
TRANSPORTATION ECONOMIC DEVELOPMENT FUND  
CATEGORY B: COMMUNITY SERVICE INFRASTRUCTURE FUND APPLICATION**

*Application Instructions*

APPLICANT INFORMATION			
CITY OR VILLAGE NAME	MAILING ADDRESS	ZIP CODE	COUNTY
CONTACT PERSON	TITLE	PHONE NO. Ext:	E-MAIL ADDRESS
STATE SENATOR NAME	STATE SENATE DISTRICT NO.	STATE REP. NAME	STATE REP. DISTRICT NO.

PROJECT INFORMATION			
1.) STREET NAME	PROPOSED PROJECT LIMITS (Use Nearest Cross Streets)	ROADWAY CLASSIFICATION	CONSTRUCTION COST

DESCRIPTION OF PROPOSED WORK (See Application Instructions - Appendix I: Preventative Maintenance Guide)

STREET NAME	PROPOSED PROJECT LIMITS (Use Nearest Cross Streets)	ROADWAY CLASSIFICATION	CONSTRUCTION COST
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DESCRIPTION OF PROPOSED WORK

STREET NAME	PROPOSED PROJECT LIMITS (Use Nearest Cross Streets)	ROADWAY CLASSIFICATION	CONSTRUCTION COST
-------------	--	------------------------	-------------------

DESCRIPTION OF PROPOSED WORK

STREET NAME	PROPOSED PROJECT LIMITS (Use Nearest Cross Streets)	ROADWAY CLASSIFICATION	CONSTRUCTION COST
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DESCRIPTION OF PROPOSED WORK

STREET NAME	PROPOSED PROJECT LIMITS (Use Nearest Cross Streets)	ROADWAY CLASSIFICATION	CONSTRUCTION COST
-------------	--	------------------------	-------------------

DESCRIPTION OF PROPOSED WORK

<p>2.) IS ANY ADDITIONAL RIGHT-OF-WAY NEEDED FOR THE PROJECT(S)?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>	<p>3.) IF "YES" TO 2, PLEASE BRIEFLY DESCRIBE BELOW.</p>
<p>4.) WILL THE PROPOSED PROJECT(S) BE PAIRED WITH OTHER INFRASTRUCTURE WORK? – I.E. SEWER, WATER, ELECTRIC, OR OTHER?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>	<p>5.) IF "YES" TO 4, PLEASE BRIEFLY DESCRIBE BELOW.</p>

6.) REQUIRED DOCUMENTS CHECKLIST (Attach these documents along with this application to the submission email)

- RESOLUTION OF SUPPORT     
  PHOTOS     
  MAP     
  PROJECT COST CALCULATIONS

7.) CATEGORY B FUNDS REQUESTED (PHYSICAL CONSTRUCTION ONLY)	8.) LOCAL CONSTRUCTION MATCHING FUNDS (50% MINIMUM MATCH REQUIREMENT)	9.) TOTAL CONSTRUCTION COSTS
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IMPLEMENTATION INFORMATION		
10.) PROPOSED PROJECT START DATE (mm/dd/yyyy)	11.) WILL THE PROPOSED WORK BE PAIRED WITH OTHER ROADWORK BY ANOTHER AGENCY?  YES <input type="checkbox"/> NO <input type="checkbox"/>	12.) IF "YES" TO 11, PLEASE PROVIDE THE AGENCY'S NAME.  <hr/> 13.) WILL YOUR AGENCY OVERSEE THE GRANT IMPLEMENTATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
14.) IF "NO" TO 13, WILL ANOTHER LOCAL AGENCY OVERSEE THE GRANT IMPLEMENTATION? YES <input type="checkbox"/> NO <input type="checkbox"/>	15.) IF "YES" TO 14, PLEASE PROVIDE THE AGENCY'S NAME.	
16.) IF "NO" TO 14, WILL A WILL A CONSULTANT ENGINEERING FIRM OVERSEE THE GRANT IMPLEMENTATION YES <input type="checkbox"/> NO <input type="checkbox"/>	17.) IF "YES" TO 16, PLEASE PROVIDE THE FIRM'S NAME.	
18.) ADDITIONAL COMMENTS		

Please submit application to: [MDOT-OED-CategoryB@Michigan.gov](mailto:MDOT-OED-CategoryB@Michigan.gov)

# Transportation Economic Development Fund Category B: Frequently Asked Questions

## Application/Grant Timing

Q: When do you anticipate grants to be awarded?

*A: Dependent on the volume of applications (there are 441 eligible agencies), we anticipate award letters by mid-August 2022. Awards are made contingent on continued appropriations as of October 1, 2022.*

Q: Your guidance states that applicants designate a Contact Person. Who is an appropriate person to designate?

*A: The person listed on the application form should be the same person named in the Resolution of Support from the governing body. The person should be a municipal employee or official who is available for us to direct questions, discuss implementation, or address any other concern. If there is no such person available, you may designate a consultant or similar. Please note, this person will be our primary point of contact.*

Q: We would like to apply for a FY 2023 grant and are prepared to construct the project this year. What is the earliest we would be able to award a contract for grant related work?

*A: If a grant is implemented through the Direct Grant process, the earliest possible that the contract can be officially awarded will be December 2022.*

*For grants that are implemented through the standard MDOT implementation process, please consult with MDOT Local Agency Programs for timing.*

Q: Our village has a project designed and ready to be let this spring, can we award the project, construct the project, and be reimbursed later, if our application is successful?

*A: No. Any work started prior to a grant award, a state-local agency agreement in place, and a Notice to Proceed from the Office of Economic Development is issued, will not be eligible for funding.*

Q: What are eligible costs for funding or match credit?

*A: Only costs directly associated with the roadway construction are eligible for funding or match credit. Preliminary engineering (design), right-of-way acquisition, and construction engineering (project oversight), utility improvements, sidewalks, etc. are not eligible costs for funding, and not included as match calculation.*

## Implementation

Q: Will Direct Grants be available for Category B projects?

*A: Yes. This is likely to be our preferred method of project implementation. Exceptions to this will be grants awarded to agencies that are using Federal-aid or other TEDF funding as match, or if there are any issues related to the agency's capacity to implement the proposed project*

*without MDOT oversight. Implementation method will be determined after the time of grant award during the coordination meeting between MDOT and the local agency.*

Q: If the money is distributed as a Direct Grant, will we still need to comply with NEPA requirements, complete a program app, and have a Grade Inspection?

*A: As with any Direct Grant, the agency is only required to follow state laws or rules. Except for the acquisition of ROW, Federal regulations do not apply. A four-page Direct Grant Program Application will be required to initiate a State-Local Agency Agreement. There is typically no MDOT involvement in a Grade Inspection, if held.*

Q: If our application is successful, how long do we have to construct the project associated with the application?

*A: It is our expectation that these grant related projects will be completed by the end of the 2023 construction season.*

Q: Our city or county has the available personnel and equipment to chip seal streets with our own forces. Can we use Category B funds to do so?

*A: No, all Category B grant projects must be competitively bid.*

Q: Our bids came back higher than what we had anticipated on our grant application. Can we change the scope of the project and/or request additional funds?

*A: No, the grant award is based on the scope of work and estimates included in the grant application. We strongly encourage the local agency have assistance with the preparation of the scope of work and estimates. The scope of work cannot be changed from what was requested in the application. Change orders may be approved for unforeseen issues that may arise during construction, but requires discussing the issue with the Grant Coordinator at the time the change order is needed.*

Q: Our bids came back lower than what we had anticipated on our grant application. Can we add to the scope of our project so we can use the leftover funds?

*A: No. TEDF grants are awarded on a percentage of eligible costs basis, with a maximum amount, for a specific project(s). Any savings realized will be used for future grants.*

## Competitiveness/Match Requirements

Q: MDOT prefers projects that are not Federal-aid or TEDF Category D eligible, correct?

*A: We are giving extra consideration for applications for roads that are not eligible for Federal Highway Administration (FHWA) funding or Category D funding. This does not preclude applications for roadways that are eligible for those types of funding.*

Q: May FHWA or TEDF funding be used as local match?

*A: Yes. See the previous question.*

Q: MDOT prefers Preventative Maintenance projects, correct?



*A: Yes, the agency will receive extra consideration for Preventative Maintenance related applications. Projects that are designed to extend the life of the existing roadway are considered a better value and can increase the amount of work the agency can perform for the same amount of funding. This does not preclude applications that are not Preventative Maintenance in nature.*

Q: MDOT encourages projects that are multi-jurisdictional, correct?

*A: Yes, the agency will receive extra consideration for local agencies working in partnership with each other on a project that spans both jurisdictions. This does not preclude applications that are not multi-jurisdictional in nature.*

Q: MDOT encourages projects that involve utility improvements also, correct?

*A: Yes, the agency will receive extra consideration for applications for roadwork paired with other utility work. However, utility work cannot be counted toward the match.*

Q: Our city has plans to submit a Category B application. The total construction cost of our proposed project is \$350,000. Can we submit an application requesting \$250,000 for a grant?

*A: No. The maximum grant amount is 50% of eligible construction costs, not to exceed \$250,000. To receive the entire \$250,000, the eligible work would have to equal or exceed \$500,000. In this case, a project estimated at \$350,000, would only be eligible for \$175,000 in Category B funding.*

Q: Can Preliminary Engineering, Right-of-Way or Construction Engineering costs be used toward the match?

*A: No, only "cash" match toward the actual eligible construction costs are eligible to be used toward the match requirements.*

Q: In conjunction with the proposed road reconstruction project, we would like to add streetlights and new sidewalk along the street. Are these costs eligible for funding or toward the match requirements?

*A: No. The only utility work or non-motorized facilities that are eligible for funding or to meet match requirements, are those necessitated by the roadway construction project itself. If requested, eligibility will be determined by MDOT staff prior to application submission. As with all TEDF projects, addition of Americans with Disability Act facilities are eligible costs.*

Q: We are not proposing new sidewalk, but while the proposed road project is occurring, we would like to replace deteriorated sidewalks. Would this be eligible for funding or match? Can we just include the work in application and hope it is approved by MDOT?

*A: No. The same limitations apply as in the question above. If an agency submits non-participating work in an application and is successful, the total grant funding could be reduced. For example: An agency is requesting \$250,000 for project costing \$550,000. Category B grants are granted as a percentage of the total eligible costs, with a maximum grant amount. In this case, that percentage is 45%. If during the process of implementing the grant, it is determined that some of the costs are not participating (such as sidewalk replacement), the overall eligible costs will be reduced. In this case, if the non-participating sidewalk work totals \$10,000, the new total project cost becomes \$540,000 and the agency will only receive \$243,000. ( $\$540,000 * 0.45 = \$243,000$ )*

## Projects/Other

Q: Our city is interested to know if the Category B funds can be used to construct a new roadway to serve a new development in the city. The right of way is not yet secured, but the City would own the right of way and roadway/infrastructure when completed. Would this be eligible?

*A: No. The catalyst for the development of the Category B program was a lack of funding available to maintain the existing system. Therefore, we will not be considering applications for projects that involve the construction of new roadways.*

Q: If we are planning on applying ultra-thin HMA overlay to several small street segments throughout the city, do we have to group them as all individual projects or are we able to say ultra-thin mix the following street segments and use that as one of the five projects that we are able to apply for grant funding?

*A: These types of city-wide projects may be counted as one of the five projects. Please be sure to list each street, with limits, and the Functional Classification in the description space provided. A map showing the locations of the individual streets and photographs of each individual street is required.*

Q: The City will be replacing the watermain on a small court this summer. In conjunction with replacing the water main we would like to remove and replace the asphalt that is in dire need of repair. We put 4" of HMA on our roadways. Would this grant cover the 4" or would it just cover 2"?

*A: The Office of Economic Development is not going to make the determination of what is a reasonable standard. If a project associated with a successful application is not implemented by the Direct Grant method, our Local Agency Programs staff may discuss specific details with the grantee.*

## Agenda Topic: Non Homestead Taxes

1. A mill is \$1.00 for every \$1,000 of taxable valuation. For a home worth \$1,000,000 (500,000 of taxable value), one mill would cost \$500 per year and 2 mills would cost \$1,000 per year to all Grand Beach tax payers.
2. Non homestead taxpayers, second homeowners, pay exactly the same millage rates to the village and other tax collection entities as registered Michigan homeowners, full time residents. Non homestead owners pay an additional 18 mills which is collected by the school corporation.

**EVERY VILLAGER PAYS THE SAME AMOUNT TO THE VILLAGE OF GRAND BEACH. WE DO NOT GET ANY MORE MONEY FROM SECOND HOMEOWNERS.**

**Second Homeowners pay an additional 18 mills to the local school district that full time residents don't. That is the only difference between the two tax paying groups.**

Other Tax Collection Agencies:

Interm School District BRESA	2.3677 mills
Comm. College LMC	2.2654
State Education which is sent to the state and redistributed to all schools in the state	6.0
Library	0.6688
Berrien County	5.9667
Township NB	2.7234

Total Mills Collected from everyone:  
19.9921

# Agenda Topic: Berrien County Millage Rates for Villages

Based on 2021 Taxable Value of the Village:  
 One mill would raise \$139,125 per year.  
 Two mills would raise \$278,250 Per year

These monies would be collected to do improvements to infrastructure, parks and beaches.

<b><u>2021 BERRIEN COUNTY MILLAGE RATES FOR VILLAGES</u></b>			
	<b>TOTAL:</b>	<b><u>Breakdown:</u></b>	
Baroda Village	9.7197	Operating	
Berrien Springs	13.5835	Operating	Roads 3.4539
Eau Claire	14.9117	Operating	Roads 4.2604
Galien	7.9435	Operating	
<b>GRAND BEACH</b>	<b>6.011</b>	<b>Operating</b>	
Michiana	8.963	Operating	7.0457 Ex. Oper 0.9669 Emer. Svcs. 0.9504
Stevensville	9.7242	Operating	
Three Oaks	12.1217	Operating	8.6585 Streets 3.4632

VILLAGE OF GRAND BEACH  
 BUDGET AMENDMENT  
 GOLF FUND FY 2021-2022  
 MEETING ON APRIL 20, 2022

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

<b>Account #</b>	<b>Expense Accounts Account Name</b>	<b>Inc (+) Decr. (-)</b>	<b>Amount</b>
000-818	Contractual Services	+	20,000
000-156	Building Improvements	+	13,475
000-985	Equipment Purchases	-	-1,100
<b>Total Change in Expenses:</b>			<b>32,375</b>

**Net Effect on Budget:** + **32,375**

This amendment is to pay half of the cost of the drainage project for Fifteen Acres and the golf course. The expense was included in the 2020-2021 budget, but not completed in that budget year. The amendment also includes expenses for the new flooring, glass and plexiglass for counter tops in the pro shop. The expenses are covered by the sale of bricks over previous years and \$1,100 from equipment purchases.

VILLAGE OF GRAND BEACH  
 BUDGET AMENDMENT  
 CAPITAL PROJECTS 2021-2022  
 MEETING ON APRIL 20, 2022

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

<b>Account #</b>	<b>Expense Accounts Account Name</b>	<b>Inc (+) Decr. (-)</b>	<b>Amount</b>
801-724	Land Purchases & Improvements	+	\$20,000.00

<b>Total Change in Expenses:</b>	<b>+</b>	<b>\$20,000.00</b>
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<b>Net Effect on Budget</b>	<b>Increase in Expenses</b>	<b>+</b>	<b>\$20,000.00</b>
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This amendent is to pay for 1/2 of the drainage project for Fifteen acres and the golf course from contract of 8/12/2020.

**RESOLUTION AND CERTIFICATE OF INCUMBENCY  
Lease Number 98996389-1**

Resolution #2022-02

Lessee: Village of Grand Beach

Amount: \$123,516.00

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

**NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY**

_____	_____
Name	Title
_____	_____
Name	Title

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Village of Grand Beach

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Return Rider (Cars and Turf)

This Rider is executed and delivered by the undersigned Lessor and the undersigned Lessee regarding the Lease Agreement No 98996389-1 ("Agreement").

Pursuant to the Agreement, Lessee may return all, but not less than all, of the Equipment at the expiration of the lease term with respect thereto, at Lessee's expense to such location as Lessor may designate, in the condition required pursuant to the Agreement and any applicable Rider. If, in the opinion of Lessor, any item of the Equipment fails to meet the standards set forth in the Agreement, any applicable Rider, Lessee agrees to pay on demand all costs and expenses incurred in connection with repairing the Equipment and restoring it to such condition, including its assembly and delivery.

Until Lessee has fully complied with the notice and purchase requirements set forth herein, Lessee's Rent payment obligation and all other obligations under the Agreement shall continue from month to month notwithstanding the expiration or termination of the term of the Agreement. Lessor may terminate Lessee's right to use the Equipment upon ten days' notice to Lessee.

In addition to the requirements of the Agreement relating to the condition of the Equipment upon return thereof by the Lessee to Lessor, the following return conditions shall apply to the Equipment:

(a) all safety equipment must be in place and meet applicable federal, state and other governmental standards; (b) all covers and guards must be in place with no sheet metal, plastic or cowling damage; (c) all parts, pieces, components and optional equipment must be present, installed and operational; (d) all accessories shall be returned in proper order; (e) all electronic controls shall operate per manufacturer's specifications and controls which bypass normal operations shall be repaired at Lessee's expense; (f) all electrical systems shall be able to provide electrical output as specified by the manufacturer; (g) all Equipment must have a relatively clean appearance; (h) all Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operation/maintenance manuals; (i) all Equipment shall be free from structural damage or bent frames; (j) any usage or metering devices must not have been altered in any way; and (k) all Equipment attachments, if any, must be in good operating condition; (l) all motors shall operate smoothly without overheating and shall have good bearings and bushings; (m) all batteries shall be in good, safe operating condition with no dead cells or cracked cases and all batteries shall hold a charge and provide adequate power to operate the Equipment; (n) all Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (o) all oil and grease seals must contain lubrication in the manufacturers designed reservoir; and (p) all hydraulic cylinders must not be bent, nicked, gouged or leaking. In addition, each item of Equipment regardless of type must be able to complete the following tests: (q) have all functions and controls work in normal manner; and (r) perform its designed functions in a satisfactory manner. In addition, if this Agreement involves the leasing of Turf Equipment, such Equipment must be able to complete the following tests: (s) operate normally in forward and reverse directions through all its speed ranges or gears; (t) steer normally right and left in both forward and reverse; (u) be able to stop with its service brakes in a safe distance in both forward and reverse; (v) operate without leaking any fluids; and (w) all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do.

In addition, for leases involving Turf Equipment the hours of use of an item of Equipment shall be determined by the hour meter attached to said item of Equipment with usage as is limited to 600 hours per year with a \$10.00 per hour on each item of Equipment for each hour of excess use.

If any item of Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the Net Book Value of such item of Equipment.

Village of Grand Beach  
("Lessee")

**X**  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

48200 Perkins Boulevard

Grand Beach, MI 49117

PNC Equipment Finance, LLC  
("Lessor")

**X**  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

655 Business Center Drive  
Horsham, PA 19044



# CERTIFICATE OF ACCEPTANCE

Lease Number: 98996389-1

In compliance with the terms, conditions and provisions of Lease Agreement # 98996389-1 ("**Lease**") by and between the undersigned **Village of Grand Beach** ("**Lessee**") and PNC Equipment Finance, LLC ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;
2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and
3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

**Village of Grand Beach**  
("Lessee")

**X** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

48200 Perkins Boulevard  
Grand Beach, MI 49117

Judith Blackburn



Wed 3/16/2022 4:56 PM

To:

- clerk grandbeach.org;
- deputyclerk grandbeach.org

Cc:

- Peter Doerr;
- bohallowan grandbeach.org

Hello Mary, Blake and Peter,

Please forgive this group email, we are in Texas visiting our family and only recently learned that the garbage can issue would be on tonight's agenda.

As we have said in the past, we are 100% in favor of a village ordinance requiring the removal of garbage cans from the side of the road. Over the course of the fall and winter months we observed numerous cans that were never moved, or sat out for weeks. There also seems to be real confusion of the recycling pickup dates as these cans were also left out for weeks at a time or used improperly.

The issue truly seems to be one of respect for ones neighbors, both full time and part time and the overall general appearance of the village. I doubt there is a single town, village or city the "part time" residences live in that allow for garbage cans to remain curbside after trash day. The fact these people who can afford a second home but state they cannot afford garbage removal seems disingenuous.

Thank you for continuing to address this "unsightly" issue and attempting to make Grand Beach a lovely place to live and visit.

Kindest regards,

Judith + Patrick Blackburn  
46115 Pine Avenue

PS: Years ago there was a village dumpster that allowed residences to put their trash when leaving after the weekend or residents and renters can take it home with them which we did for years, especially recycling when the village didn't offer that service.

# BOIS BLANC TOWNSHIP

P O Box 898 – 431 Sioux Ave  
Pointe aux Pins, MI 49775-0898  
Telephone (231) 634-7275 Fax (231) 634-7021  
TDD (800) 649-3777

**Diane Akright**  
Clerk

**Brent Sharpe**  
Supervisor

**Anne Kennedy**  
Treasurer

**Tom Wybranowski**  
Trustee

**Louise Sullivan**  
Trustee

March 8, 2022

Dear Board of Directors of Small Municipalities,

On February 9, 2022 the Bois Blanc Township board of Mackinaw County adopted a resolution that we feel is pertinent to us—as well as to other municipalities that are comprised of small populations. Specifically, municipalities that have populations of 500 or less.

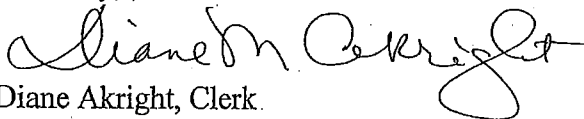
In essence we find that we have difficulty finding enough qualified people to fill all of the jobs required and serve on the various boards and committees necessary to keep our government functioning properly. We have restrictions larger municipalities may not have, that make this task almost impossible to fulfill. Current laws complicate this even further.

One of the restrictions we implore the Michigan Legislature to change is one that stipulates an employee of the township are unable to serve on particular boards and committees. In addition, we are asking that board/committee members be allowed to participate via tele-conference or virtually on a limited basis to accommodate older, retired citizens that wish to serve, but also winter elsewhere.

Enclosed is a copy of the township resolution (No. 2022-020) that details these points. Also enclosed is a copy of the letter sent to request these changes to the State of Michigan Legislature (Letter to Senator Wayne Schmidt). Similar letters were sent to others stipulated in the resolution.

Even in our isolation on an island in the straits of Mackinaw, we can imagine that these issues are not unique to us, but really affect many of us who exist in small municipalities. We therefore encourage you to review this resolution and letter to the State of Michigan and voice a similar need to your representatives in our Michigan legislature. If you have any questions, please call me at 231.634.7275.

Sincerely,



Diane Akright, Clerk  
Bois Blanc Township

enclosures

TOWNSHIP OF BOIS BLANC  
MACKINAC COUNTY, MICHIGAN  
(Resolution No. 2022-020)

At a Regular meeting of the Township Board for Bois Blanc Township, held at the Township Hall on February 9, 2022, at 5:00 p.m., the following Resolution was offered by adoption by Township Board Member Anne Kennedy and seconded by Township Board Member Diane Akright:

A RESOLUTION TO URGE THE MICHIGAN LEGISLATURE TO ADOPT CERTAIN EXEMPTIONS AND EXCEPTIONS FOR RURAL AND SPARSELY POPULATED TOWNSHIPS, CITIES, AND VILLAGES WITH A POPULATION UNDER 500 PERSONS REGARDING THE QUALIFICATIONS FOR VARIOUS PUBLIC BOARDS, COMMITTEES, COUNCILS, BODIES AND COMMISSIONS AND TO AMEND THE MICHIGAN OPEN MEETINGS ACT TO ALLOW LIMITED REMOTE ATTENDANCE AT SUCH PUBLIC MEETINGS.

RECITALS

- A. There are numerous townships, cities and villages throughout Michigan with a population of 500 persons or fewer ("Small Municipalities").
- B. It is often difficult for many rural and Small Municipalities to find enough residents to fill the various boards, commissions, councils, committees and other public bodies of the municipality involved even without unnecessary statutory impediments. Those public bodies include, but are not necessarily limited to, the following:
- (1) A village, city or township board, council or commission.
  - (2) A municipal planning commission.
  - (3) A municipal zoning board of appeals.
  - (4) A municipal board of review.

- (5) Other miscellaneous committees or commissions such as a park commission, compensation commission and other committees.

C. There are various Michigan statutes that further limit the ability of citizens to serve on such public boards, councils, commissions and committees for rural and Small Municipalities, including the following:

- (1) The Michigan Incompatible Public Offices Act, being MCL 15.181 *et seq.*
- (2) The Michigan Planning Enabling Act, being MCL 125.3801 *et seq.*
- (3) The Michigan Zoning Enabling Act, being MCL 125.3101 *et seq.*

D. Some of those statutes effectively preclude municipal police officers, firefighters, and emergency rescue personnel from serving on a municipal planning commission or zoning board of appeals.

E. The provision in the Michigan Open Meetings Act, being MCL 15.261 *et seq.*, prohibiting any member of a municipal public body, council or commission from attending a public meeting remotely (apart from military service) also causes significant difficulty for many rural and Small Municipalities.

F. Although the Michigan Incompatible Public Offices Act does contain an exemption for municipalities with 40,000 or fewer residents pursuant to MCL 15.183, such exemption does not apply to the other limitation statutes.

G. In order for rural and Small Municipalities to be able to obtain and keep volunteers and members of their various public bodies, boards, commissions, councils and committees, the Michigan Legislature should enact, and the Michigan Governor should sign, legislation waiving the above-mentioned restrictions for rural and Small Municipalities with populations of 500 residents or fewer.

RESOLUTION

BE IT RESOLVED as follows:

1. Bois Blanc Township respectfully urges the Michigan Legislature to adopt the appropriate exemptions to the above-mentioned statues allowing the waiving of various disqualifications from serving for members of public bodies, boards, commissions, committees and councils in rural and Small Municipalities.

2. It is particularly important for members of a municipal police, firefighting and emergency rescue department or agency to be able to serve on that municipality's public bodies, boards, councils, commissions and committees.

3. It would be prudent and reasonable to allow one member of a public body, council, commission, board and committee to attend public meetings "remotely" via Zoom, teleconference or similar technology in rural and Small Municipalities, such that the Open Meetings Act should be amended accordingly.

4. This Resolution shall become effective immediately upon adoption.

5. The Bois Blanc Township Clerk shall forward a copy of this Resolution to all of the following:

- (a) The Township's state Senator and member of the House of Representatives representing Bois Blanc Township.
- (b) The Governor.
- (c) The leader of the Michigan Senate and the Speaker of the Michigan House of Representatives.
- (d) The Michigan Fire Chiefs Association and the Michigan Police Chiefs Association.

The vote to adopt this Resolution was as follows:

YEAS: (3) Anne Kennedy, Brent Sharpe, Diane Akright \_\_\_\_\_

NAYS: None \_\_\_\_\_

ABSENT/ABSTAIN: (2) Louise Sullivan, Tom Wybranowski \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution adopted by the Bois Blanc Township Board at the time and date specified above pursuant to the required statutory procedures.

Respectfully submitted,

By: \_\_\_\_\_  
Diane Akright  
Bois Blanc Township Clerk

# BOIS BLANC TOWNSHIP

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Supervisor

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Treasurer

Tom Wybranowski  
Trustee

Louise Sullivan  
Trustee

---

February 10, 2022

Senator Wayne Schmidt  
S-8 Capitol Building,  
PO Box 30036  
Lansing, MI 48909

Re: A request for Michigan Legislature to empower exemptions and or exceptions to current qualification for public boards and OMA requirements for municipalities with electorates of 500 or less.

Dear Senator Schmidt,

As you know, governance of any size municipality, though extremely important, can be challenging at times. At no time have we seen that more than over the last couple of years through the COVID pandemic. But when that governance is of an isolated jurisdiction of less than 150 registered voters, the challenges to provide all the normal oversight and planning and management necessary is amplified.

As in every municipality, not all people feel called to serve in any aspect of government. The resources of qualified persons willing to serve on Volunteer Fire and Rescue, as well as commissions and committees needed for the community are few. Those resources are then limited even further by legislation that doesn't allow employees to serve on specific boards/committees and OMA requirements that now only allow for an exemption from physical participation due to military service.

We need able bodied individuals to serve, but if they happen to be retired and go to a southern climate for the winter they can't. If they are younger and desire to serve their community on the Fire Dept, or as an Emergency Responder, they are exempt from service in many important rolls because they are employees. A township board member cannot serve on a school board. There are rolls that could be filled by property owners in the jurisdiction that cannot serve because this is their second home and not their residence, therefore their voter registration lies elsewhere. We implore you to address these issues through legislation.



Included in this letter is a copy of a resolution passed by our township board on Wednesday, February 9, 2022. We would ask that you do your best to push Michigan Legislators to make exceptions for small municipalities in the area of:

- Employees serving on Planning Commission and Zoning Board of Appeals
- Allowing Board/Committee members to participate via tele-conference or virtually on a limited basis. (Perhaps limited to 4 meetings per year or participation without voting rights)
- Allowing members of the Planning Commission or Zoning Board of Appeals to be part time residents and property owners rather than electorates only. This actually currently exists for (1) member of a Planning Commission, but the same variance does not exist for Zoning Board of Appeals.

We recognize that these laws are meant to protect the citizens, and in larger jurisdictions they are not an incumbrance. But for an Island community like ourselves, separated from the mainland without an easy, inexpensive mode of transportation here 5 months out of the year, it makes life extra difficult. Thank you in advance for your consideration and representation in this matter.

Sincerely,

Bois Blanc Township Board

\_\_\_\_\_  
Supervisor, Brent Sharpe

\_\_\_\_\_  
Treasurer, Anne Kennedy

\_\_\_\_\_  
Clerk, Diane Akright

\_\_\_\_\_  
Trustee, Tom Wybranowski

\_\_\_\_\_  
Trustee, Louise Sullivan