

**VILLAGE OF GRAND BEACH
REGULAR COUNCIL MEETING
MARCH 15, 2023**

CALL TO ORDER

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

ADOPT AGENDA

O'Halloran moved, seconded by Brandes to adopt the March 15, 2023 agenda as presented. Motion carried unanimously 5-0.

ADOPT CONSENT AGENDA

- a. Approve Village Council Minutes:
 - i. Regular Council Meeting Minutes – February 15, 2023
- b. Pay Bills with Written Additions

Brandes moved, seconded by O'Halloran to adopt the consent agenda as presented. Motion carried unanimously 4-0 with Brandes, Doerr, O'Halloran and Walder voting aye and Bracewell abstaining as he was not in attendance at the February 15, 2023 meeting.

PUBLIC COMMENTS ON AGENDA ITEMS

None

PUBLIC HEARING

None

PRESENTATIONS/RECOGNITION

GENERAL CODE – ORDINANCE AND CHARTER CODIFICATION

Justin Olson of General Code gave a presentation to the Council regarding the codification of all Village ordinances. He said codification makes it easier to look up a specific word across all ordinances. He said they have editors that will review all the ordinances, look at state statutes, look for conflicting ordinances or other issues within the ordinances. They will then provide a list of questions to be answered for specific sections of the code.

He said the cost of the codification project would be \$9,995, and that there is a module for the zoning ordinance and zoning map that could be added which he estimated to cost \$7,000 to \$9,000. He said there are annual storage and support fees, and additional costs for updating.

He said the process is not easy and will take 12-24 months, but usually 15-20 months. He said they need people involved in the process who are knowledgeable about the ordinances. He said the clerk would head up the project and be the go-to person, and estimated that the clerk would need to work on the project for two hours a day for the first month or so, and less after that.

He said that they get updates they receive from the Village inputted within 1-2 days. He said some clients update quarterly or annually, and they charge a per page fee for the updates.

COMMISSION REPORTS

BUILDING & ZONING: Walder had nothing to report.

Regular Council Meeting – March 15, 2023

PARKS & BEACHES: Doerr said the Parks and Recreation Committee held a meeting in February, and as a group decided they would like to put in an ADA compliant beach platform/viewing area at the Ely Avenue beach access. He said that Superintendent Bob Dabbs is getting bids. They will be holding another meeting on March 23 and will put together their thoughts on the master plan.

STREETS & WATER: Bracewell said he had a meeting with Bob Dabbs and they talked about the future water needs with the 20 new homes that are under construction. He said the Council should determine if our present source of water can be expanded and to make sure that we have the capability to pump enough water during the summer months.

POLICE: Brandes read a letter of appreciation for the Grand Beach/Michiana police department from Michiana resident Barbara Macudzinski regarding the way the police handled an investigation when her jewelry was stolen. Brandes said that Michiana has appointed one of their residents to the newly created Police Board. He said that Police Chief Ryan Layman has 34 short-term rentals that he is working on, and that 13 are compliant and he is trying to get the 21-remaining rentals compliant.

PRO SHOP & COURSE: O'Halloran said that a situation came up regarding the irrigation booster pump. He said that the Village paid \$7,940 to rebuild the existing pump and found out that the impellor needs to be replaced, and is back ordered until June. He said a new pump is \$3,652 which is \$800 more than replacing the impellor. Clay Putnam of ServiScape said that it will probably be three weeks before it is installed if ordered now.

SERVISCAPE REPORT

Clay Putnam said that the snowmobile stakes have been removed, winter equipment maintenance continues and spring clean-up has started.

PERSONNEL REPORTS

SUPERINTENDENT: In addition to his written report, Superintendent Bob Dabbs said that the generator for the Village Hall will be delivered in mid-May and will require that the electric be shut off to the building for the day.

POLICE CHIEF: In addition to his written report, Police Chief Ryan Layman said the new car is ready and they hope to pick it up on Monday. He said that he and Building Inspector Chad Butler have been reaching out to owners of a couple of properties in the Village that are in disrepair. They are giving the owners 30 days to bring an action plan back to them.

BUILDING INSPECTOR: In addition to his written report, Building Inspector Chad Butler said there are 34 total active permits with 20 of them for new houses. He said the Village has received a donation of good, clean sand from a property owner who is building a new home.

UNFINISHED BUSINESS

DISCUSS BEACH ACCESS USE AND FEE OF \$10,000

Doerr went over a fee schedule that the Parks & Recreation Committee created at their last meeting. There was discussion among Council members regarding the use of heavy equipment, sliding fees and flat fees, challenges in getting work done quickly and completed between Labor Day and Memorial Day and possible emergency work.

Brandes moved, seconded by Doerr to approve the "Use of Village Property Fees" as follows:

Regular Council Meeting – March 15, 2023

From time to time, homeowners or their contractors need to use our beach access property for the work that they are doing. The work falls into three general categories.

1. Minimal disturbance to the Village property. Storing materials for a short time, conducting minimal work which does not disturb, damage, or disrupt the Village property, or traveling over Village property with light equipment. All for the purpose of repairing, adding an addition or accessing the homeowner's property.
2. Disturbance and damage to the Village property because of the use of heavy equipment due to work being conducted on the homeowner's property.
3. Disturbance and damage to the Village property because of the need by the contractor to access the beach/lake for work being done in an area outside of Grand Beach.

In all cases, the homeowner and/or contractor will be required to return to the Village the property in the same or better condition compared to the condition at the commencement of their project. In addition, the homeowner and/or contractor will be required to execute our Village's hold harmless document.

The fees will be as follows:

For item #1 above, there will be no fees.

For items #2 and #3 above, homeowner/property owner will pay a fee of \$1,000 per day for the first two weeks with excusable events. After two weeks, there will be a daily fee of \$1,500 per day with excusable events.

Motion carried 4-1 with Brandes, Doerr, O'Halloran and Walder voting aye and Bracewell voting nay.

NEW BUSINESS

Brandes moved, seconded by Doerr to add Item m. to the agenda "*Purchase of an Irrigation Booster Pump for the Golf Course*". Motion carried 4-1 with Brandes, Doerr, O'Halloran and Walder voting aye and Bracewell voting nay.

RELEASE AND HOLD HARMLESS AGREEMENT

Brandes moved, seconded by Doerr to approve changes to the Release and Hold Harmless Agreement as presented subject to Village Attorney Sara Senica's review. Motion carried unanimously 5-0.

EGLE SPECIAL EXCEPTION – 50005 HIGH POINT

Walder explained that since the revetment project at 50005 High Point is in the critical dune area, Michigan Department of Environment, Great Lakes, and Energy (EGLE) requires the Council to review and make comments or choose not to make comments on the project.

Brandes moved, seconded by Doerr to inform EGLE that the Village of Grand Beach has no comments on the special exception request for 50005 High Point. Motion carried unanimously 5-0.

REQUEST APPROVAL FOR USE OF LAKE AVENUE BEACH ACCESS FOR REVETMENT WORK

Walder said that there was a request from Arie Donkersloot to use the Lake Avenue beach access for revetment work at 51013 Lake Park Drive. He said that a portion of the work is on Grand Beach Boulevard. A representative of Edgewater Resources who was working on the project said that the placement of Grand Beach Boulevard was laid out on the survey in relation to the property. There was discussion regarding the toe stone being placed on Grand Beach Boulevard.

Donkersloot said this will be a 4-week project, and they will either do the work before Memorial Day or after Labor Day depending on the weather.

Regular Council Meeting – March 15, 2023

Doerr moved, seconded by Bracewell to approve the use of the Lake Avenue beach access for revetment work at 51013 Lake Park Drive. Motion carried unanimously 5-0.

MERS MULTIPLIER

The Council discussed the possibility of changing the employee pension plan (MERS) multiplier from a 1.5 to 2 multiplier.

Bracewell moved, seconded by Doerr to spend \$400 to obtain a certified valuation from MERS for the actual costs associated with moving from a 1.5 to 2 multiplier for all years of service. Motion carried unanimously 5-0.

PURCHASE 2017 FORD INTERCEPTOR EXPLORER FROM VILLAGE OF MICHIANA

O’Halloran moved, seconded by Bracewell to approve the purchase of a 2017 Ford Interceptor Explorer from the Village of Michiana at a cost of \$7,000 and to pay for it from the General Fund. Motion carried unanimously 5-0.

PURCHASE TREES FOR GRAND BEACH ROAD AND MAINTENANCE BUILDING

O’Halloran moved, seconded by Doerr to purchase 30 pine trees that are 7’ tall at a cost of \$150 each with 20 trees to be placed along Grand Beach Road and 10 trees in front of the maintenance garage using fund balance in the General Fund. Motion carried unanimously 5-0.

STREET SIGN PROPOSAL

Police Chief Ryan Layman spoke to the Council about a street sign proposal. He said that the Village has a lot of street signs that are non-reflective and the state is requiring reflective street signs, although there is no specific deadline for the reflective signs. He said there are signs that are bent and in bad shape. He said the goal is to place all street signs on stop signs in order to minimize the number of signs in the Village. He said he received three bids for the street signs with the lowest bid at \$10,923 for signs, hardware and posts.

He showed pictures of addressing problems on homes in the Village, and said that many homes do not even have their house numbers posted, which makes it very difficult for emergency services to find the correct address. He said he would like to get address signs for each residence in the Village. He said the cost for the address signs would be approximately \$10,000, and he proposed adding a one-time charge of \$40 on each water bill to cover the costs of all the signs. Clerk-Treasurer Mary Robertson said that the street name signs could be paid for from the Major and Local Street Funds, although it would reduce the amount of money available for future street paving. She said that the address signs could not be paid for from the street funds.

Brandes moved, seconded by Walder to purchase street signs, hardware and brackets with funding from Major and Local Streets at a cost of \$10,923. Motion carried unanimously 5-0.

Brandes moved, seconded by Bracewell to purchase signs with address numbers, posts and hardware at a cost of \$9,982.98 to be funded through Fund Balance in the General Fund. Motion failed 3-2 with the following roll call vote.

Roll Call Vote

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

BUILDING INSPECTOR/ZONING ADMINISTRATOR RESIGNATION

Walder stated that Building Inspector/Zoning Administrator Bill Lambert has resigned. He said he hoped that Lambert would be in attendance, although he was not. He said the Village has a certificate of recognition for him.

Regular Council Meeting – March 15, 2023

Doerr moved, seconded by Brandes to appoint Chad Butler as the Village’s Building Inspector/Zoning Administrator. Motion carried unanimously 5-0.

HIRE TEMPORARY BUILDING OFFICIAL

Walder said that Chad Butler does not have the Building Official certification, but he should have it in approximately 18 months. He said he has spoken with Brad Mattner who works for the City of Bridgman and he has agreed to work as a temporary Building Official for Grand Beach until Butler gets his certification which should be in September 2024.

O’Halloran moved, seconded by Doerr to hire Brad Mattner as a temporary part-time Building Official until Butler receives his certification. Motion carried unanimously 5-0.

FUNDING TEAM

Walder said that he has created a funding team for people in the Village to seek out grants or other available funding. He said that currently Joe Farwell and Peter Doerr are on the team.

SOCIAL CLUB HALL RENTAL CONTRACT DISCUSSION

Walder said that the Village is not making any changes to the Social Club Hall Rental Contract this year, but would like to talk at some time about how to restructure the contract for next year.

NEW BUFFALO HIGH SCHOOL REQUEST TO USE GOLF COURSE

Bracewell moved, seconded by Doerr to extend the use of the golf course to New Buffalo High School at a cost of \$600. Motion carried unanimously 5-0.

PURCHASE OF AN IRRIGATION BOOSTER PUMP FOR GOLF COURSE

O’Halloran moved, seconded by Doerr to purchase an irrigation booster pump from Peerless Midwest at a cost of \$3,800 with a bid from Peerless Midwest that breaks down all of the costs. Motion carried unanimously 5-0.

PUBLIC COMMENTS

Village resident Laurie Roche commented about the street name and number signs. She also said there could be a grant available for tree restoration.

Village resident Debbie Lindley commented on the sliding scale for use of Village property, enforcement of ordinances and the increase in cost to New Buffalo High School for use of the golf course.

CORRESPONDENCE

BARBARA MACUDZINSKI – POLICE APPRECIATION

Brandes read the letter during his police report.

ADJOURNMENT

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

With no further business, the meeting was adjourned at 9:35 p.m. EST.

Respectfully submitted,



Mary J. Robertson
Clerk-Treasurer

**VILLAGE OF GRAND BEACH
SPECIAL COUNCIL MEETING
APRIL 10, 2023**

CALL TO ORDER

Council President Harry Walder called the special council meeting to order at 9:00 a.m. EST. Present in addition to Walder were Edward Brandes, Peter Doerr, James Bracewell, and Blake O'Halloran.

ADOPT AGENDA

Brandes moved, seconded by Doerr to adopt the April 10, 2023 agenda as presented. Motion carried unanimously 5-0.

PUBLIC COMMENTS ON AGENDA ITEMS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

UPDATE ON PROPERTY LOCATED AT 48305 ROHDE COURT

Village Attorney Sara Senica updated the Council on the citations that were issued to the owner of property located at 48305 Rohde Court. She said there were tickets issued in the past, and the owner defaulted, so the judge issued a warrant for his arrest. She said since he lives in Illinois, the police in Illinois will not pick him up under the warrant. She said there has been another ticket issued under a civil infraction, and with a civil infraction, the judge cannot issue a warrant for his arrest. She said once the owner does not show up to court, the Village can go in and clean up the property. She said she should hear something from the courts in approximately a month.

UPDATE ON LAWSUIT REGARDING SPECIAL ASSESSMENT BY NEW BUFFALO TOWNSHIP

Walder moved, seconded by Doerr to go into Closed Session Under Section 8(h) of the Michigan Open Meetings Act to Consider Attorney-Client Privileged Materials.

Roll Call Vote

Ed Brandes	Aye
Peter Doerr	Aye
James Bracewell	Aye
Blake O'Halloran	Aye
Harry Walder	Aye

Motion carried 5-0. The Council went into closed session at 9:10 a.m. EST.

Brandes moved, seconded by Doerr to return to open session at 9:45 a.m. EST. Motion carried unanimously 5-0.

MARQUETTE GREENWAY EASEMENT AGREEMENT

Doerr moved, seconded by Brandes to approve the Marquette Greenway easement agreement with New Buffalo Township as presented. Motion carried unanimously 5-0.

ORDINANCE TO ADOPT THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE

Brandes moved, seconded by Doerr to adopt an ordinance as presented adopting the 2021 International Property Maintenance Code. Motion carried unanimously 5-0.

Special Council Meeting – April 10, 2023

ORDINANCE TO AMEND ORDINANCE NO. 52

Brandes moved, seconded by Doerr to amend language in section 2 of a draft version of an ordinance to amend ordinance no. 52 to say “All outdoor swimming pools shall be in compliance with the fence requirements in the 2021 International Property Maintenance Code, with compliance being confirmed by the Village Zoning Administrator”. Motion carried unanimously 5-0.

O’Halloran moved, seconded by Doerr to adopt an ordinance to amend ordinance no. 52 with the change to pool fence language. Motion carried unanimously 5-0.

REVISE VILLAGE PROPERTY USE FEE SCHEDULE

Walder stated that at the previous meeting, the Council approved a Village Property Use Fee Schedule. He said they were under the impression that the Village had to be consistent with fees for Village residents and people who live outside of the Village who want to use the Village’s beach access to do work on their property.

Attorney Sara Senica said that since the people outside of the Village are not paying Village taxes, they can be charged a different fee that would be decided by the Council on a case-by-case basis.

Brandes moved, seconded by Doerr to approve the revised Village Use Fee Schedule as presented. Motion carried unanimously 5-0.

APPROVE MASTER PLAN SURVEY

There was discussion regarding changes to the survey questions related to renters and the map showing the location of homes.

Brandes moved, seconded by Doerr to approve the task force survey questions as presented with the following changes to questions:

#3 First bullet point - Personally use Grand Beach home on a part-time/seasonal basis or rent out home part-time.

#4 Second sentence – This can include family, friends, and renters (your best estimate, we know it will vary from week to week).

#5 Second sentence - This can include family, friends, and renters (your best estimate, we know it will vary from week to week).

#6 Second sentence - This can include family, friends, and renters (your best estimate, we know it will vary from week to week).

Motion carried 4-1 with Brandes, Doerr, O’Halloran and Walder voting aye and Bracewell voting nay.

DISCUSSION AND REVIEW OF DRAFT BUDGETS 2023-2024

The Council discussed and reviewed the draft budgets for fiscal year 2023-2024.

PUBLIC COMMENTS

None

CORRESPONDENCE

None

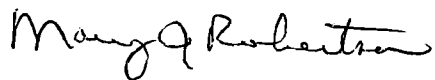
ADJOURNMENT

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

Special Council Meeting – April 10, 2023

With no further business, the meeting was adjourned at 12:33 p.m. EST.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary J. Robertson".

Mary J. Robertson
Clerk-Treasurer

**VILLAGE OF GRAND BEACH
COUNTY OF BERRIEN - STATE OF MICHIGAN
RESOLUTION NO. 2023-03**

**A RESOLUTION TO APPOINT A PRIMARY EMERGENCY MANAGEMENT LIAISON
TO BERRIEN COUNTY EMERGENCY MANAGEMENT**

At a Regular Meeting of the Village Council, of the Village of Grand Beach, County of Berrien, State of Michigan, held in the Village Hall, 48200 Perkins Boulevard, Grand Beach, Michigan on the 19th day of April, A.D., 2023, at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Council Members _____

ABSENT: _____

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

WHEREAS, the Michigan Emergency Management Act (Public Act 390 of 1976, hereafter "Act") requires the county board of commissioners of each county appoint an emergency management coordinator and Berrien County has appointed an emergency management coordinator (EMC);

WHEREAS, the Act also explains the County EMC is responsible to direct and coordinate local multi-agency response to emergencies within the county or municipality;

WHEREAS, the Berrien County EMC has established emergency operations plans that require each local unit of government to appoint a liaison to the County Emergency Management Coordinator;

WHEREAS, the Municipality's Liaison assists the County EMC in planning for, and coordinating the response to emergencies or disasters on behalf of the municipality and serves as the direct information conduit for the municipal board on related matters.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Village of Grand Beach Council: Appoints Police Chief Ryan Layman to serve as the primary emergency management liaison for this municipality.

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

- Report all activity and information related to this assignment directly to this board;
- Serve as an emergency management advisor to the County;
- Is delegated the responsibility to assign other municipal officials to emergency positions necessary to carry out the functions required by the county emergency management coordinator and the county emergency operations plan
- Organize all municipal departments for use during an emergency;
- Maintain a list of municipal resources that may be used during an emergency;
- Maintain a current emergency contact list for the municipality and validate the list quarterly;
- Report any information during an emergency situation about the conditions, impacts, or damage resulting from the hazard,
- Report status of municipal resources employed or available for emergency response to the county Emergency Management Coordinator;
- When the municipality has or will reasonably will exhaust its emergency response resources during an emergency, make and communicate to the County EMC any requests for the County to declare a local state of emergency;
- Make requests for County assistance on the municipality's behalf to the County EMC without unreasonable delay during a local state of emergency.

AYES: Council Members _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

 MARY J. ROBERTSON, Village Clerk

CERTIFICATION

I, MARY J. ROBERTSON, duly appointed Village Clerk in and for the Village of Grand Beach, County of Berrien, State of Michigan, do certify that the foregoing Resolution is a true and exact copy of a Resolution adopted by the Village Council during its Regular Meeting, held April 19, 2023, and that said Meeting was conducted and public notice of said meeting was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the Minutes of said meeting were kept and will be or have been made available as required by said Act.

 MARY J. ROBERTSON, Village Clerk

Village of Grand Beach-General Fund

OPEN INVOICE REPORT

As of April 14, 2023

Type	Date	Num	Memo	Split	Open Balan...
AALF'S PETROLEUM INC.					
Bill	03/21/2023	55317		000.111 · Gasoline Invent...	780.07
Bill	03/22/2023	55319		000.111 · Gasoline Invent...	593.49
Total AALF'S PETROLEUM INC.					1,373.56
ADAMS REMCO, INC.					
Bill	03/13/2023	343802	COPIER MAINTENANCE SAVIN ...	215.776 · Equipment Mai...	54.68
Total ADAMS REMCO, INC.					54.68
FIFTH THIRD BANK MASTERCARD					
Bill	04/03/2023		MAIL CHIMP	-SPLIT-	27.00
Total FIFTH THIRD BANK MASTERCARD					27.00
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	03/31/2023	363390	AUDIT - PARTIAL BILL	202.801 · Professional Se...	250.00
Total KRUGGEL, LAWTON & COMPANY, LLC					250.00
LOWE'S					
Bill	03/23/2023		WATER HEATER FOR LOWER ...	265.778 · Repair and Mai...	483.55
Bill	03/23/2023		FURNACE FILTERS	265.778 · Repair and Mai...	111.99
Total LOWE'S					595.54
METLIFE - GROUP BENEFITS					
Bill	04/09/2023		TS05945291 0001	855.855 · Life & Disability ...	681.69
Total METLIFE - GROUP BENEFITS					681.69
MI MUNICIPAL LEAGUE W/C					
Bill	03/17/2023	9144206	7/1/23-7/1/24 #1	871.871 · Workers Comp...	1,508.00
Total MI MUNICIPAL LEAGUE W/C					1,508.00
MID CITY SUPPLY CO. INC.					
Bill	03/22/2023	S43957...	TAPE	265.778 · Repair and Mai...	12.40
Total MID CITY SUPPLY CO. INC.					12.40
NAPA AUTO PARTS					
Bill	03/27/2023	465300	WAX, RAGS, COMPOUD	266.778 · Repairs & Maint...	90.95
Bill	03/29/2023	465420	OIL	266.778 · Repairs & Maint...	26.96
Bill	04/10/2023	465820	BLEACH & CAR WASH	266.778 · Repairs & Maint...	21.47
Total NAPA AUTO PARTS					139.38
NEW BUFFALO HARDWARE					
Bill	03/03/2023	b107759	EPOXY GLUE	266.778 · Repairs & Maint...	5.49
Bill	03/10/2023	a284544	PAINT ROLLERS, TAPE & BATT...	-SPLIT-	72.31
Bill	03/17/2023	A285316	CORD, TAPE	266.778 · Repairs & Maint...	25.97
Bill	03/28/2023	a286564	MASKING TAPE	266.778 · Repairs & Maint...	29.26
Total NEW BUFFALO HARDWARE					133.03

11:41 AM
04/13/23

Village of Grand Beach-General Fund
OPEN INVOICE REPORT
As of April 14, 2023

Type	Date	Num	Memo	Split	Open Balan...
PRIORITY HEALTH					
Bill	04/09/2023		GROUP ID 795207	852.852 · Hospitalization	11,180.92
Total PRIORITY HEALTH					11,180.92
QUILL					
Bill	03/07/2023	31208473	BATTERIES	-SPLIT-	18.99
Total QUILL					18.99
REPUBLIC SERVICES					
Bill	03/31/2023	0715-00...	3-0715-1003848 APRIL	520.818 · Contractual Ser...	6,953.00
Total REPUBLIC SERVICES					6,953.00
RYAN LAYMAN					
Bill	04/03/2023	0004	7 STR INSPECTIONS	300.820 · Short-Term Ren...	1,400.00
Total RYAN LAYMAN					1,400.00
SHERWIN WILLIAMS CO.					
Bill	04/05/2023	7325-5	PAINT-ARCH, POSTS	265.778 · Repair and Mai...	1,069.94
Total SHERWIN WILLIAMS CO.					1,069.94
TELE-RAD, INC.					
Bill	03/28/2023	910162	INSTALL SPEAKER, ASSESS LI...	300.933 · Vehicle Mainten...	157.50
Total TELE-RAD, INC.					157.50
THE TECH OF SOUTHWEST MICHIGAN					
Bill	04/01/2023	29806	WIFI & SECURITY MAY	-SPLIT-	172.65
Total THE TECH OF SOUTHWEST MICHIGAN					172.65
US Post Office					
Bill	04/12/2023		500 Stamps	-SPLIT-	315.00
Total US Post Office					315.00
VILLAGE OF GRAND BEACH WATER DEPT.					
Bill	03/30/2023		HALL	265.920 · Utilities	90.75
Bill	03/30/2023		GARAGE	266.920 · Utilities	103.25
Total VILLAGE OF GRAND BEACH WATER DEPT.					194.00
VILLAGE OF MICHIANA					
Bill	04/09/2023		POLICE SERVICES	300.818 · Contractual Ser...	2,500.00
Total VILLAGE OF MICHIANA					2,500.00
VSP INSURANCE CO. (CT)					
Bill	04/09/2023		30092372 VISION	852.852 · Hospitalization	197.16
Total VSP INSURANCE CO. (CT)					197.16

11:41 AM
04/13/23

Village of Grand Beach-General Fund
OPEN INVOICE REPORT
As of April 14, 2023

Type	Date	Num	Memo	Split	Open Balan...
WAYNE HEATING & AIR CONDITIONING, INC.					
Bill	03/21/2023	230639	REPLACE BLOWER MOTOR AN...	265.818 · Contractual Ser...	693.18
Total WAYNE HEATING & AIR CONDITIONING, INC.					693.18
TOTAL					29,627.62

12:15 PM
04/13/23

Village of Grand Beach - Water Fund
OPEN INVOICE REPORT
As of April 13, 2023

Type	Date	Num	Memo	Split	Open Balan...
ADAMS REMCO					
Bill	03/13/2023	343802	COPIER MAINTENANCE ...	818.000 · Contract...	54.69
Total ADAMS REMCO					54.69
CITY OF NEW BUFFALO					
Bill	04/03/2023	1729	WATER SAMPLING	801.000 · Professi...	105.00
Total CITY OF NEW BUFFALO					105.00
GARRETT LABORATORIES, INC.					
Bill	03/22/2023	83567	WATER SAMPLES	801.000 · Professi...	43.00
Total GARRETT LABORATORIES, INC.					43.00
KRUGGEL, LAWTON & COMPANY LLC					
Bill	03/31/2023	363390	AUDIT-PARTIAL BILLING	801.000 · Professi...	100.00
Total KRUGGEL, LAWTON & COMPANY LLC					100.00
UTILITY SUPPLY COMPANY					
Bill	04/05/2023	1437459	METER GASKET	778.000 · Repair &...	36.00
Bill	04/05/2023	1437461	METER GASKET	778.000 · Repair &...	18.00
Total UTILITY SUPPLY COMPANY					54.00
TOTAL					356.69

Village of Grand Beach-Golf Fund

OPEN INVOICE REPORT

As of April 13, 2023

Type	Date	Num	Memo	Split	Open Balan...
ADAMS REMCO					
Bill	03/13/2023	343802	COPIER MAINTENANCE SAVIN ...	000.818 · Contractu...	54.69
Total ADAMS REMCO					54.69
ART & IMAGE					
Bill	04/05/2023	3902	GOLF CART STICKERS	000.900 · Printing &...	643.80
Total ART & IMAGE					643.80
FIFTH THIRD BANK'					
Bill	04/03/2023		ICE BAGS & REGISTER ROLLS	-SPLIT-	188.69
Total FIFTH THIRD BANK'					188.69
DON BUTLER					
Bill	03/22/2023		PUNCH CARDS, NOTEBOOK	000.727 · Office Su...	61.81
Total DON BUTLER					61.81
GORDON FOOD SERVICE					
Bill	03/27/2023	821288695	FOOD	000.948 · Food & G...	513.90
Total GORDON FOOD SERVICE					513.90
GREAT LAKES COCA-COLA DISTRIBUTION					
Credit	03/29/2023	2360620...	CANS	000.948 · Food & G...	-24.00
Bill	03/29/2023			000.948 · Food & G...	817.34
Total GREAT LAKES COCA-COLA DISTRIBUTION					793.34
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	03/31/2023	3693390	AUDIT-PARTIAL BILLING	000.902 · Professio...	75.00
Total KRUGGEL, LAWTON & COMPANY, LLC					75.00
MIDWEST SECURITY SYSTEMS					
Bill	03/20/2023	259547	SERVICE CALL 3/20/23 SOUTH ...	000.818 · Contractu...	136.00
Total MIDWEST SECURITY SYSTEMS					136.00
NEW BUFFALO HARDWARE					
Bill	03/20/2023	B108321	CONTACT CLEANER	-SPLIT-	35.96
Bill	03/27/2023	A286388	CABLE TO LOCK CARTS	-SPLIT-	32.99
Total NEW BUFFALO HARDWARE					68.95
PNC EQUIPMENT FINANCE					
Bill	04/09/2023		CONTRACT #98996389-1	000.986 · Equipmen...	3,431.00
Total PNC EQUIPMENT FINANCE					3,431.00
QUILL					
Bill	03/07/2023	31208473	TONER	-SPLIT-	42.99
Total QUILL					42.99

12:09 PM
04/13/23

Village of Grand Beach-Golf Fund
OPEN INVOICE REPORT
As of April 13, 2023

Type	Date	Num	Memo	Split	Open Balan...
SERVISCAPE					
Bill	03/31/2023		MARCH	-SPLIT-	8,461.72
Total SERVISCAPE					8,461.72
SHERWIN WILLIAMS					
Bill	04/11/2023	7444-2	PAINT FOR PUMP HOUSE	000.778 · Repair & ...	123.34
Total SHERWIN WILLIAMS					123.34
THE TECH OF SOUTHWEST MICHIGAN					
Bill	04/01/2023	29806	FIREWALL & WIFI MAY	000.818 · Contractu...	57.55
Total THE TECH OF SOUTHWEST MICHIGAN					57.55
USGA					
Bill	02/28/2023	43739812	2023 ANNUAL MEMBERSHIP	000.810 · Members...	150.00
Total USGA					150.00
TOTAL					14,802.78

12:20 PM
04/13/23

Village of Grand Beach - Local Streets Fund
OPEN INVOICE REPORT
As of April 13, 2023

Type	Date	Num	Memo	Split	Open Balan...
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	03/31/2023	363390	AUDIT-PARTIAL BILLING	215.801 · Professional Services	25.00
Total KRUGGEL, LAWTON & COMPANY, LLC					25.00
VERSAW EARTHWORKS LLC					
Bill	03/21/2023	2760	GRAVEL	-SPLIT-	218.94
Total VERSAW EARTHWORKS LLC					218.94
TOTAL					243.94

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04/13/23

Village of Grand Beach - Major Street Fund
OPEN INVOICE REPORT
As of April 13, 2023

Type	Date	Num	Memo	Split	Open Balan...
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	03/31/2023	363390	AUDIT-PARTIAL BILLING	215.801 · Professional Services	25.00
Total KRUGGEL, LAWTON & COMPANY, LLC					25.00
VERSAW EARTHWORKS LLC					
Bill	03/21/2023	2760	GRAVEL	463.782 · Street Supplies	328.41
Total VERSAW EARTHWORKS LLC					328.41
TOTAL					353.41

12:28 PM
04/13/23

Village of Grand Beach - Building Inspection Fund
OPEN INVOICE REPORT

As of April 13, 2023

Type	Date	Num	Memo	Split	Open Balance
CHAD BUTLER					
Bill	04/13/2023		INSPECTIONS	000.500 · Building Inspection Fees	6,422.49
Total CHAD BUTLER					6,422.49
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	03/31/2023	363390	AUDIT PARTIAL BILLING	000.801 · Professional Services	25.00
Total KRUGGEL, LAWTON & COMPANY, LLC					25.00
WILLIAM H. LAMBERT					
Bill	03/31/2023		ROCHE PERMIT	000.500 · Building Inspection Fees	17.50
Total WILLIAM H. LAMBERT					17.50
TOTAL					6,464.99

10:55 AM

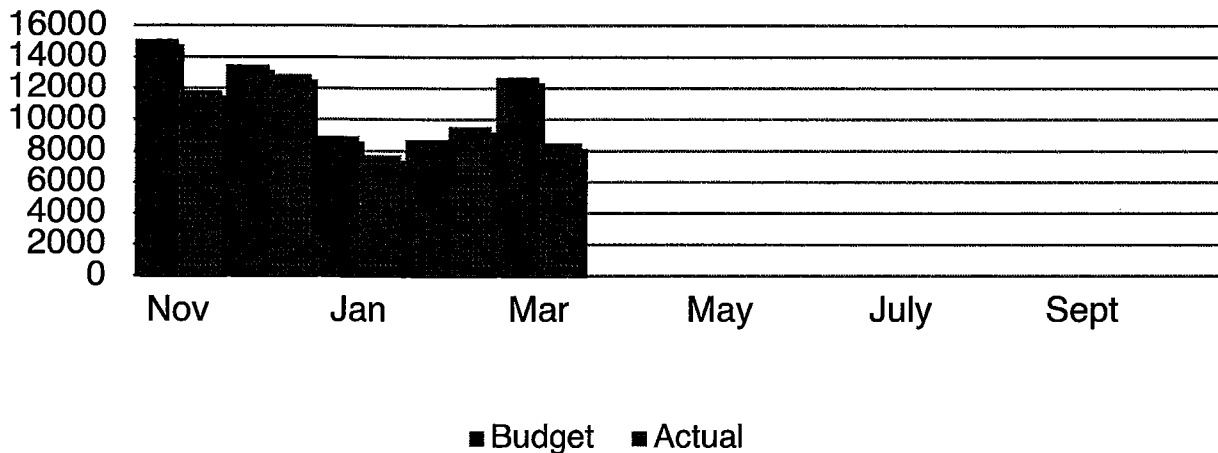
04/12/23

Village of Grand Beach - Capital Projects Fund

OPEN INVOICE REPORT

As of April 12, 2023

Type	Date	Num	Memo	Split	Open Balan...
ART & IMAGE					
Bill	03/24/2023	3890	DECALS - POLICE CAR	801.700 · Police Car Purch...	384.80
Total ART & IMAGE					384.80
TELE-RAD, INC.					
Bill	03/23/2023	9100...	ANTENNA FOR NEW CAR	801.700 · Police Car Purch...	69.60
Total TELE-RAD, INC.					69.60
TOTAL					454.40



April 19, 2023

Dear Grand Beach Council,

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

Financial

Year to date we are \$8,445 under budget.

Course News & Conditions

- Spring cleanup is ongoing.
- Tree root pruning will occur around the following greens; 1,2,4,6,7,8,&9.
- Seasonal golf course maintenance is underway.

Respectfully Submitted,

Clay Putnam
ServiScape, LLC

SUPERINTENDENT'S REPORT

April 14, 2023

HALL - GROUNDS - MAINTENANCE GARAGE

Cleaned Maintenance garage.
Removed garbage cans from street sides.
Painted small section of fence along Grand Beach Rd.
Cleaned up and painted pumphouse for our Golf Course.
Maintenance dept planting new spruce trees along Grand Beach Rd and Village Hall.

STREETS - PARKS - BEACHES

Weekly Brush and Bag Pickup.
Cleaned out storm drains.
Repaired potholes on major and local streets with asphalt patch.
Cleaned up garbage along roadsides.
Trimming trees along roadsides.
Maintenance dept picking up loose leaves this month.

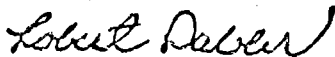
WATER DEPARTMENT

Sampled water March 30, 2023 and took to New Buffalo water treatment plant for analysis.
Submitted monthly reports for March readings to the State of Michigan on April 6, 2023.
Residential water meters were read for December through March billing.

EQUIPMENT

Service, Oil and grease equipment.

Respectfully Submitted



Robert Dabbs
Superintendent

Grand Beach/Michiana Police Offense Summary

Occurred 3/1/2023 - 3/31/2023

Offense	Total Offenses
2298 - 22003 - Burglary - Entering Without Permission	1
73001 - 7300 - Ordinance Violation	3
98007 - 9944 - Open Door on Residence	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	2
9953 - 99008 - Miscellaneous - General Assistance	7
9954 - 99009 - Miscellaneous - Non-Criminal	2
9955 - 99008 - Miscellaneous - Assist to EMS	1
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	3
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	8
Total	29

The busy season is fast approaching. I will be setting a date in the next month or so for our second annual Coffee with a Cop.

We also are hosting a legal update training on April 19th, all departments are invited in the county. The training will be put on by the Berrien County Prosecutor.

Respectfully Submitted,



Ryan Layman, Chief of Police

**VILLAGE OF GRAND BEACH - SHORT TERM RENTAL IMPLEMENTATION as of March
31st, 2023**

Address	Max Occupants	Rental Agent Managed?	Compliant? (Y/N)	Additional Info/Current Status
48028 Ridge	14	Y	Y	Paid
50114 Arnold	8	Y	Y	Paid
46220 Crescent	9	N	Y	Paid
51113 Main	16	Y	Y	Paid
51222 E Arnold	14	Y	Y	Paid
47007 Lakeview	16	Y	Y	Paid
47110 Oak	16	Y	N	Paid
51105 Main	16	Y	Y	Paid
46202 Royal	10	Y	Y	Paid
47003 Lakeview	14	Y	N	Need Insurance/Not Paid
52214 Main	14	Y	Y	Paid
48103 Walnut	10	Y	Y	Paid
48303 Reitz	16	Y	Y	Paid
52209 E Arnold	11	Y	Y	Paid
46217 Crescent	8	N	N	Need Insurance/Not Paid
46122 Royal	8	Y	Y	Paid
51107 Main	10	Y	N	Doing Repairs (adding Egress windows in basement)
45306 Putters	10	Y	Y	Paid
50118 Lake	14	Y	Y	Paid
46300 Fairway			N	Need Inspection/Not paid
51324 Erich	8	Y	N	Not Paid/Need Insurance/Indemnification
47106 Cedar	8	Y	Y	Paid
46355 Grand Beach	6	Y	N	Doing repairs
46107 Glenwood			N	Letter Sent/Called Back, I returned call on 03/03/2023
49003 Fox Trail			N	Letter Sent
46302 Fairway	16	Y	N	Need Insurance/Need Indemnification/Not Paid
51111 Main	16	N	N	Not Paid
46115 Royal	8	N	Y	Paid
45331 Fairway	16	Y	N	Inspected/Not Paid/Need Indemnification
46107 Royal	10	Y	Y	Paid
46110 Wildwood	12	Y	N	Inspected/Not Paid/Need Indemnification/Insurance
47023 Lakeview			N	Onboarding
46110 Royal	6	Y	N	Inspected/Not Paid/Need Indemnification/Insurance
47005 Lakeview	16	Y	N	Not Paid/Insurance/Indemnification
46111 Glenwood	12	Y	N	Not Paid/Insurance/Indemnification
46201 Royal	16	Y	N	Not Paid/Insurance/Indemnification
46029 Lakeview	16	Y	N	Not Paid//Indemnification
46104 Whitewood	10	Y	N	Not Paid/Insurance/Indemnification
48105 Walnut			N	Onboarding

Village of Grand Beach - Monthly Building Inspection Report

Permit No Address	Owner Description of Work	Est. Cost Sq. Ft.	EGLE		GB Permit Appl Date Issue Date	Start Date Original Actual	Completion Date		Visits Last Date Update	Inspection Sign-offs	
			Permit Appl Date Issue Date	Original Revd/Final			Last Description	Next Description			
			NA	NA			NA	NA			
2021-21	Goldstein New Home	\$ 1,879,429	4/12/2021	4/12/2021	05/2021	5/6/2023	4/10/2023	workers on site	10/20/2022	Insulation	Final
52015 Lake Park	New Home	10,200	2/18/2021	4/15/2021	05/2021	10/1/2023	4/10/2023	workers on site	3/25/2023	Insulation	Final
2021-30	Dwarakanathan New Home	\$ 900,000	5/5/2021	5/5/2021	11/2021	6/15/2023	4/10/2023	Insulation Insp	3/1/2023	framing	Final
51308 Robin Ln	New Home	4,832	NA	6/16/2021	11/2021	6/15/2023	4/10/2023	workers on site	3/1/2023	framing	Final
2021-47	Brown New Home	\$ 640,080	9/14/2021	9/14/2021	12/2021	6/15/2023	4/10/2023	workers on site	1/25/2023	framing	Final
45322 Fairway Ln	New Home	2,820	NA	9/15/2021	12/2021	6/15/2023	4/10/2023	workers on site	1/23/2023	Insulation	Final
2021-48	Burke New Home	\$ 819,080	9/14/2021	9/14/2021	12/2021	5/1/2023	4/7/2023	workers on site	1/23/2023	Insulation	Final
45320 Fairway Ln	New Home	2,820	NA	9/15/2021	12/2021	5/1/2023	4/7/2023	workers on site	10/21/2022	Insulation	Final
2021-50	Armstrong New Modular Home	\$ 289,789	8/26/2021	8/26/2021	12/2021	8/1/2023	4/10/2023	workers on site	10/21/2022	Insulation	Final
48107 Walnut St	New Modular Home	1,988	7/23/2021	9/21/2021	12/2021	8/1/2023	4/10/2023	workers on site	10/21/2022	Insulation	Final
2021-59	Gaba New Home	\$ 3,200,000	9/29/2021	9/29/2021	12/2021	4/11/2023	4/11/2023	workers on site	1/27/2023	Drywall	Final
51315 E. Arnold	New Home	6,561	5/6/2021	10/8/2021	12/2021	5/15/2023	4/11/2023	Int paint/trim	1/27/2023	Insulation	Final
2021-60	Huels Remodel	\$ 560,000	10/8/2021	10/8/2021	12/2021	8/15/2023	4/10/2023	workers on site	11/30/2022	Insulation	Final
50108 Arnold Ave	Remodel	NA	3/27/23rev	3/27/23rev	1/2022	6/30/2023	4/10/2023	workers on site	11/11/2022	Insulation	Final
2021-69	Morris New Home	\$ 500,000	12/22/2021	12/22/2021	1/2022	8/15/2023	4/10/2023	workers on site	11/20/2022	Insulation	Final
50262 Golfview	New Home	3,000	8/23/2021	12/29/2021	1/2022	6/30/2023	4/10/2023	workers on site	10/20/2022	Back Fill	Framing
2022-02	Zalanskas New Home	\$ 550,000	1/19/2022	1/19/2022	1/2022	7/4/2023	4/10/2023	workers on site	12/15/2022	Walls & Steel	Framing
46221 Crescent Ln	New Home	3,123	NA	2/23/2022	1/2022	6/30/2023	4/10/2023	workers on site	2/28/2023	Insulation	Final
2022-12	Turnkey Estates New Home	\$ 480,000	3/24/2022	3/24/2022	3/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	framing inspection	Insulation
45318 Fairway Dr	New Home	3,154	NA	3/31/2022	3/2022	8/1/2023	4/10/2023	walk through	2/22/2023	Walls & Steel	Framing
2022-15	Puskunigis New Home	\$ 410,000	4/12/2022	4/12/2022	3/2022	6/30/2023	4/10/2023	workers on site	11/20/2022	Insulation	Final
45316 Fairway Dr	New Home	2,900	NA	4/19/2022	3/2022	6/30/2023	4/10/2023	workers on site	11/20/2022	Insulation	Final
2022-18	Phillippi New Home	\$ 1,170,000	4/29/2022	4/29/2022	5/2022	7/4/2023	4/10/2023	workers on site	2/15/2023	Insulation	Final
51218 E. Arnold	New Home	4,738	NA	5/6/2022	5/2022	8/1/2023	4/10/2023	workers on site	10/20/2022	Back Fill	Framing
2022-20	Disabato New Home	\$ 960,000	5/11/2022	5/11/2022	5/2022	8/1/2023	4/10/2023	workers on site	12/15/2022	Walls & Steel	Framing
51220 Main	New Home	4,303	NA	5/20/2022	5/2022	8/1/2023	4/10/2023	workers on site	2/28/2023	Walls & Steel	Framing
2022-26	Karazim New Home	\$ 600,000	5/31/2022	5/31/2022	6/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	Insulation	Final
45312 Fairway Dr	New Home	3,288	NA	7/1/2022	6/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	Insulation	Final
2022-28	Turnkey Estates New Home	\$ 280,000	7/1/2022	7/1/2022	6/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	Insulation	Final
45321 Fairway Dr	New Home	2,100	NA	7/8/2022	6/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	Insulation	Final
2022-32	Puskunigis New Home	\$ 300,000	7/11/2022	7/11/2022	6/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	Insulation	Final
45325 Fairway Dr	New Home	2,500	NA	7/14/2022	6/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	Insulation	Final
2022-35	Muentzer New Home	\$ 800,000	8/1/2022	8/1/2022	8/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	Insulation	Final
51224 Main	New Home	3,400	NA	8/1/2022	8/2022	8/1/2023	4/10/2023	workers on site	4/10/2023	Insulation	Final

Village of Grand Beach - Monthly Building Inspection Report

Permit No Address	Owner Description of Work	Est. Cost Sq. Ft.	EGLE Permit		GB Permit Appl Date Issue Date	Start Date Original Actual	Completion Date		Visits Last Date Update	Inspection Sign-offs			
			NA	NA			Original	Revd/Final		Last	Description	Last	Description
			NA	NA			NA	NA		NA	NA	NA	NA
2022-36 52204 Main	Mearsheimer Fence	\$ 10,873	7/28/2022	8/8/2022	9/1/2022	9/1/2022	4/10/2023	Final	4/10/2023	Final	Next		
2022-37 45314 Fairway Dr	Nicolai New Home	\$ 884,840 3,409	7/20/2022	8/17/2022	8/2022	8/2022	workers framing	workers framing	4/10/2023	12/9/2022	Back fill Framing		
2022-42 45304 Putters Dr	Swords New Home	\$ 2,000,000 7,374	8/16/2022	8/18/2022	8/2022	8/2022	workers framing	workers framing	4/10/2023	11/11/2022	backfill ext insulation Framing		
2022-43 49031 SkyHi	Ehimwenman New Home	\$ 800,000 9,522	8/10/2022	8/30/2022	8/2022	8/2022	steel contractor on-site	steel contractor on-site	4/10/2023	2/11/2023	Framing		
2022-44 51214 Main	David Pool	\$ 100,949	8/23/2022	8/26/2022	NA	NA	4/11/2023	Cover installed	4/11/2023	Final	Final		
2022-47 52203 E. Arnold	Acker Addition, Rehab	\$ 300,000 1,906	9/21/2022	9/23/2022	9/2022	9/2022	no activity	no activity	4/10/2023	12/13/2022	Framing		
2022-50 45320 Fairway Dr	Burke New Pool	\$ 95,000	9/22/2022	10/3/2022	10/2022	10/2022	spoke with Ron	spoke with Ron	3/6/2023	3/6/2023	Final		
2022-52 45322 Fairway Dr	Brown New Pool	\$ 100,000	10/28/2022	11/2/2022	11/2022	11/2022	spoke with Ron	spoke with Ron	3/6/2023	3/6/2023	Final		
2022-54 51315 E Arnold	Gaba New Pool	\$ 145,567	11/8/2022	11/22/2022	11/2022	11/2022	Ret wall installed	Ret wall installed	4/10/2023	11/28/2022	pool wall insp Final		
2023-01 46118 Royal	Africano Remodel	\$ 7,000	1/5/2023	1/9/2023	1/2023	1/2023	workers on site	workers on site	4/7/2023	3/16/2023	Insulation Final		
2023-03 52114 Lake Park	Jennings Basement	\$ 150,000	1/25/2023	1/27/2023	1/2023	1/2023	workers on site	workers on site	4/10/2023	Insulation	Final		
2023-04 47001 Lakeview	Steve Tole Beach Stairs	\$ 54,000	1/23/2023	2/1/2023	NA	NA	Final	Final	3/27/2023	3/27/2023	Final		
2023-05 51103 Strauss Dr	Koenig Permanent Shed	\$ 20,000	2/6/2023	2/16/2023	2/14/2023	2/14/2023	workers on site	workers on site	4/11/2023	4/11/2023	Framing		
2023-06 52204 Main Dr	Mearsheimer Fence	\$ 13,531	2/2/2023	2/13/2023	TBD	TBD	workers on site	workers on site	4/10/2023	4/10/2023	Final		
2023-07 46021 Lakeview	Madda Retaining wall	\$ 5,100	2/23/2023	2/23/2023	TBD	TBD	no activity	no activity	4/11/2023	4/11/2023	Final		
2023-08 52306 E Arnold	Vondrasek Home	\$ 595,000 2,400	3/2/2023	3/10/2023	TBD	TBD	4/10/2023	4/10/2023	4/10/2023	4/10/2023	staking		

Village of Grand Beach - Monthly Building Inspection Report

Permit No Address	Owner Description of Work	Est. Cost Sq. Ft.	EGLE Permit		GB Permit		Start Date		Completion Date		Visits		Inspection Sign-offs	
			Appl Date Issue Date	Good till 24-Jun	Appl Date Issue Date	Appl Date Issue Date	Original Actual	Original Revd/Final	Original Update	Last Description	Last Description	Next Description		
2023-09 49007 E. McKean	Lyne Stair repair/replace	\$ 29,500	2/16/2023	24-Jun	2/16/2023	3/3/2023			4/12/2023	Final				
2023-10 45310 Fairway	Larkin Home	\$ 640,000 \$ 3,300	3/7/2023	NA	3/7/2023	3/14/2023	3/22/2023		4/10/2023		Lot cleared			
2023-11 45316 Fairway	Puskunigis Pool and Fence	\$ 60,000	3/17/2023	NA	3/17/2023	3/17/2023	3/29/2023		3/27/2023		excavator on-site			
2023-12 45318 Fairway	Puskunigis Pool and Fence	\$ 60,000	3/17/2023	NA	3/17/2023	3/17/2023								
2023-13 46121 Whitewood Ave	Maloney roof repair	\$ 1,141	3/17/2023	NA	3/17/2023	3/17/2023	TBD							
2023-14 49208 Perkins	Conerty roof replacement	\$ 15,460	3/17/2023	NA	3/17/2023	3/17/2023			4/3/2023	Final				
2023-15 47238 Perkins	Awdisho re-model	\$ 190,600	3/22/2023	NA	3/22/2023	3/27/2023	TBD		Aug-23				walk through	
2023-16 48200 Perkins	Village Of GB roof	\$ 42,990	3/24/2023	NA	3/24/2023	4/3/2023					workers on site			
2023-18 46222 Crescent Rd	Oleferchik deck,railing,siding	\$ 38,750	3/24/2023	NA	3/24/2023	4/3/2023			4/10/2023		workers on site			
46118 Whitewood Ave	English IMPC								2/8/2023		Letter		Letter	Talking/Family
46115 Glenwood Ave	Cosentino IMPC								3/31/2023		Phone call		Letter	Spring repairs
									2/27/2023		Letter		Phone call	
									3/15/2023		Phone call			

Municipal Employees' Retirement System of Michigan

Grand Beach, Vlg of (1117) – Division 01
Retirement Plan Options





April 4, 2023

In care of:
Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, Michigan 48917

The purpose of this report is to show the financial implications to the employer of different retirement plan design options for Grand Beach, Vlg of (1117) – Division 01. This report is based on the annual actuarial valuation as of December 31, 2021 and consists of information that corresponds to the different plan options under consideration. The results of each option include the following additional detail:

- An executive summary that describes the plan provisions and provides a brief explanation of the results.
- An exhibit showing the short-term impact of the proposed benefit change – that is, the net impact on the applicable fiscal year's contribution.
- An exhibit showing the estimated 5-year contribution impact of the proposed benefit change (i.e., a projection of the Actuarial Accrued Liabilities, Valuation Assets, funded ratio, and employer contributions under both the current and proposed plans).
- A graph showing the projected funded ratio and employer contribution under both the current and proposed plans.

This report was prepared at the request of MERS on behalf of the municipality and is intended for use by the municipality and those designated or approved by the municipality. **The report may be provided to parties other than the municipality only in its entirety.** GRS is not responsible for unauthorized use of this report.

This valuation assumed the continuing ability of the plan sponsor to make the contributions necessary to fund this plan. A determination regarding whether or not the plan sponsor is actually able to do so is outside our scope of expertise and was not performed.

The valuation was based upon information furnished by MERS staff, concerning Retirement System benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We checked for internal reasonability, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the municipality and MERS staff.

This report reflects the impact of COVID-19 experience through December 31, 2021. It does not reflect the ongoing impact of COVID-19, which is likely to influence demographic and economic experience, at least in the short-term. We will continue to monitor these developments and their impact on the MERS Defined Benefit and Hybrid plans. Actual future experience will be reflected in each subsequent annual valuation, as experience emerges.

The Plan Document Article VI sec. 71 (1)(d), provides the MERS Board with the authority to set actuarial assumptions and methods after consultation with the actuary. This report was prepared using certain assumptions approved by the Board. The MERS Board adopted the actuarial assumptions based on the recommendations of the actuary. A description of these assumptions and methods can be found as follows:

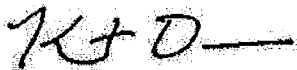
- Plan Document, v02172022,
- Actuarial Policy, DOC 8062 (2022-02-17), and
- 2021 Appendix to the Annual Actuarial Valuation Report.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of the municipality as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices and in conformity with the Actuarial Standards of Practice issued by the Actuarial Standards Board.

Kurt Dosson and Shana M. Neeson are Members of the American Academy of Actuaries (MAAA) and meet the Academy's Qualification Standards to render the actuarial opinions contained herein.

The signing actuaries are independent of the plan sponsor.

Sincerely,
Gabriel, Roeder, Smith & Company



Kurt Dosson, ASA, FCA, MAAA



Shana M. Neeson, ASA, FCA, MAAA



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Executive Summary

The purpose of this report is to show the impact on the liabilities and contributions of the proposed benefit changes for Grand Beach, Vlg of (1117) – Division 01. The following proposed benefit changes have been considered:

Option	Division	Proposed Change in Benefit	
1	General (01)	Benefit Multiplier:	2.00% Multiplier (no max)

The results of our calculations are shown as follows:

- The exhibit on page 6 shows the short-term impact of the proposed benefit change (i.e., the change in the Actuarial Accrued Liability [AAL] as of December 31, 2021 and the change in the employer contribution for the fiscal year beginning November 1, 2023).
- In order to illustrate the long-term impact of the proposed benefit change, we are also showing projections under both the current and the proposed benefits. The projection results are illustrated both in tabular and graphical form.

Please note the following regarding these calculations:

- The Actuarial Policy states, “The MERS Plan requires that the affected division and the employer as a whole be 100% funded in order to be eligible to adopt an increased benefit provision (whether permanent or temporary), and the affected divisions must be 100% funded after adoption of an increased benefit provision.”
 - As of December 31, 2021, the division is above 100% funded.
 - As of December 31, 2021, the employer is above 100% funded.

Additional Market Value Contributions Required as of December 31, 2021

Option	To	Reason under Actuarial Policy Section IV.	Amount ¹	Included In Exhibits
1	Division 01	Impact of Benefit Change ²	99,490	Yes

¹ Actual additional market value contribution requirements may be adjusted by MERS staff with interest from the valuation date to the date of contribution. The contributions shown above were calculated based on the December 31, 2021 assumptions.

² The option under consideration brings the division, previously above 100% funded, below 100% funded. Per MERS, the additional contribution is the lesser of the total impact of the benefit change and the amount necessary to bring the division back to 100% funded on an actuarial value of assets basis.

- The proposed change may affect the risk profile of the Plan. At this time, we do not believe additional risk assessment is necessary.



Supplemental Valuation Results – Option 1
Grand Beach, Vlg of (1117) – General (Division 01)
Employer Computed Contributions
Based on the 12/31/2021 Annual Actuarial Valuation

	Current Benefits		Proposed Option 1		Difference	
Benefits						
a) Benefit Multiplier	1.50% Multiplier (no max)		2.00% Multiplier (no max)		2.00% Multiplier (no max)	
b) Normal Retirement Age	60		60			
c) Vesting	10 years		10 years			
d) Early Retirement (Unreduced)	-		-			
e) Early Retirement (Unreduced)	-		-			
f) Early Retirement (Reduced)	50/25		50/25			
g) Early Retirement (Reduced)	55/15		55/15			
h) Final Average Compensation	5 years		5 years			
i) COLA for Future Retirees	-		-			
j) COLA for Current Retirees	-		-			
k) Normal Form of Payment	-		-			
l) Death and Disability (D-2)	-		-			
m) Member Contribution Rate	2.58%		2.58%			
n) Other	-		-			
o) Census Change	-		-			
Participant Summary						
a) Active	6		6		0	
b) Vested Former Members	3		3		0	
c) Retired	1		1		0	
d) Refunds	1		1		0	
e) Total	11		11		0	
f) Annual Payroll	\$342,328		\$342,328		\$0	
Results						
1. Determination of Unfunded Accrued Liabilities and Funded Percent						
a. Present Value of Future Benefits (Active) ¹	\$588,512		\$785,969		\$197,457	
b. Present Value of Future Normal Costs (Active) ²	\$199,223		\$263,788		64,565	
c. Accrued Liability ³						
i. Active Employees [1.a. - 1.b.]	\$389,289		\$522,181		\$132,892	
ii. Vested Former Employees	194,762		194,762		0	
iii. Retirees and Beneficiaries	90,954		90,954		0	
iv. Pending Refunds	847		847		0	
v. Total	\$675,852		\$808,744		\$132,892	
d. Actuarial Value of Assets	\$709,401		\$808,744		\$99,343	
e. Unfunded Accrued Liability (UAL) [1.c.v. - 1.d.]	(\$33,549)		\$0		\$33,549	
f. Division Percent Funded [1.d. / 1.c.v.]	105.0%		100.0%		(5.0%)	
2. Employer Contribution Development ⁴	As an Annual \$	As a % of payroll	As an Annual \$	As a % of payroll	As an Annual \$	As a % of payroll
a. Total Normal Cost ⁵	\$33,792	9.08%	\$45,192	12.14%	\$11,400	3.06%
b. Employee Contribution Rate	9,600	2.58%	9,600	2.58%	0	0.00%
c. Employer Normal Cost [2.a - 2.b.]	24,192	6.50%	35,592	9.56%	11,400	3.06%
d. Amortization of UAL ⁶	0	0.00%	0	0.00%	0	0.00%
e. Employer Contribution ⁷ [2.c. + 2.d., not less than 0]	\$24,192	6.50%	\$35,592	9.56%	\$11,400	3.06%
Miscellaneous and Technical Assumptions						
1. Increase in Final Compensation	1.00 %		1.00 %			

- ¹ The total value, in today's dollars, of benefits expected to be earned by the current active population and paid in the future.
- ² The portion of the present value of future benefits for current active members, expected to be earned after the valuation date.
- ³ The portion of the present value of future benefits earned through the valuation date.
- ⁴ Percentages of pay are not developed for a closed division.
- ⁵ The total normal cost is the ongoing cost of the plan under the applicable benefit structure.
- ⁶ Refer to the valuation Appendix, on the MERS website, for a description of the amortization policy.
- ⁷ Note that the results shown are based on the December 31, 2021 assumptions without any phase-in.

This report may be provided to parties other than the municipality only in its entirety.



Supplemental Valuation Results – Option 1
Grand Beach, Vlg of (1117) – General (Division 01)
Summary of Proposed Change(s), 5-Year Projections of Employer Contributions and Funded Ratios

Option	Description
Baseline	Current Benefit Provisions
1	Benefit Multiplier: 2.00% Multiplier (no max)

Valuation Year Ending December 31,	Baseline		Option 1		Fiscal Year Beginning November 1,	Baseline		Option 1	
	Actuarial Accrued Liability	Valuation Assets	Funded Ratio	Actuarial Accrued Liability		Valuation Assets	Funded Ratio	Total Employer Contribution	Total Employer Contribution
2021	\$676,000	\$709,000	105%	\$809,000	2023	\$24,200	\$35,600		
2022	730,000	771,000	106%	876,000	2024	24,800	37,000		
2023	786,000	832,000	106%	945,000	2025	25,500	38,900		
2024	843,000	892,000	106%	1,020,000	2026	26,000	39,700		
2025	900,000	953,000	106%	1,100,000	2027	26,500	40,400		
2026	955,000	1,010,000	106%	1,180,000	2028	27,000	41,200		

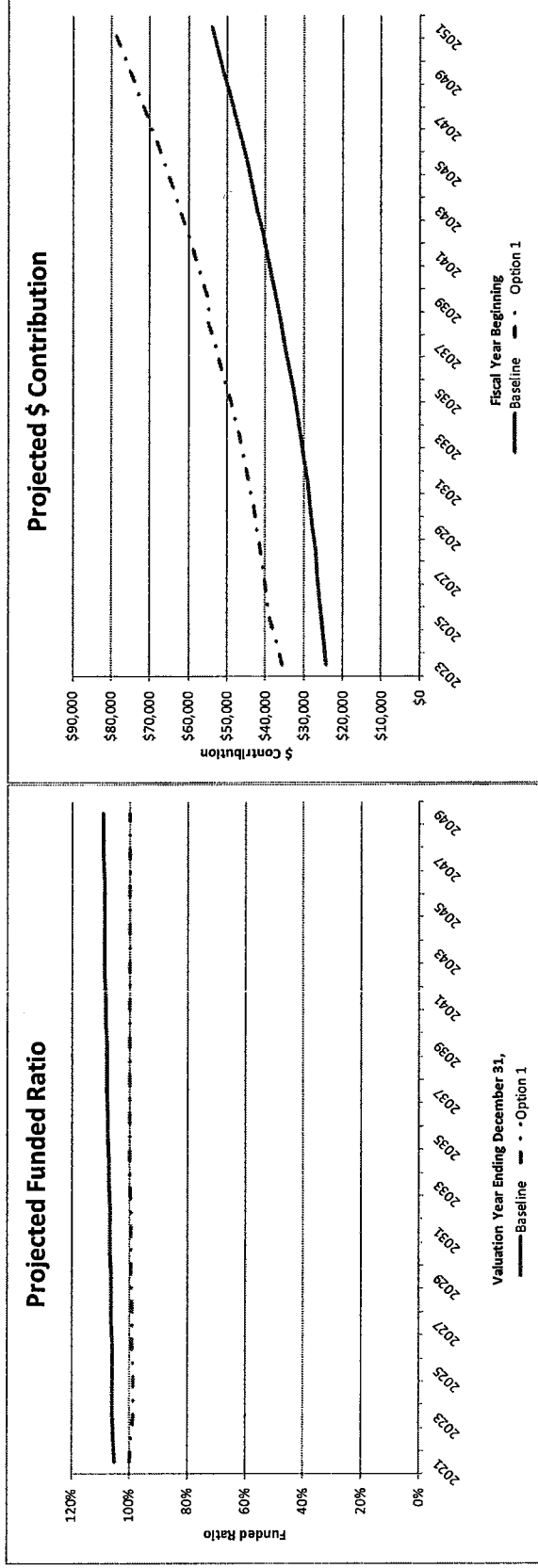
Notes:

- 1) The results shown in the Baseline and Option 1 are based on the December 31, 2021 assumptions without any phase-in.
- 2) A projection is not a prediction. Future costs will be determined by future valuations and may change based on actual experience.

This report may be provided to parties other than the municipality only in its entirety.



**Supplemental Valuation Results – Option 1
Grand Beach, Vlg of (1117) – General (Division 01)
Projections of Employer Contributions and Funded Ratios**



Comments:

- In the long run, the employer contribution will trend towards the employer long-term cost of the different benefit structures. The long-term cost of the various benefit structures expressed as a percent of pay is shown in the table below:
- Under Option 1 there is an increase in the employer contribution as a result of the higher multiplier.

	Baseline	Option 1
Total Long-term Cost	9.08%	12.14%
Employee Contribution	2.58%	2.58%
Employer Long-term Cost	6.50%	9.56%

This report may be provided to parties other than the municipality only in its entirety.



Important Comments

1. The liabilities were calculated using the actuarial assumptions and methods adopted by the MERS Retirement Board and do not assume 100% retirement when first eligible. Actuarial assumptions and methods do not determine the cost of the benefits provided; they only impact the pattern of employer contributions. If future experience is unfavorable compared to the assumptions used, employer contribution rates will increase in future years, and vice versa. For example, if members retire when first eligible, the actual liabilities would be higher than calculated resulting in higher employer contributions.
2. The actuarial value of assets used to determine both the funded ratio and the required employer contribution is based on a smoothed value of assets. Only a portion of each year's investment market gain or loss is recognized in the current actuarial value of assets; the remaining portions of gains and losses will be reflected in future years' actuarial value of assets. This reduces the asset volatility impact on the determined required employer contribution and funded ratio. The smoothed actuarial rate of return for 2021 was 17.04%.

As of December 31, 2021, the actuarial value of assets is just below 100% of market value due to asset smoothing and dedicated gains. This means that the rate of return on the actuarial value of assets should exceed the actuarial assumption in the next few years provided that the annual market returns meet or exceed the 7.00% investment return assumption. When all assumptions are met, contribution rates are expected to stay approximately level as a percent of payroll (dollar amounts are expected to increase with wage inflation of 3.0% each year).

3. Unless otherwise indicated, a funded status measurement is based upon the actuarial accrued liability and the actuarial value of assets. The measurement is:
 - a. Inappropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the plan's benefit obligations.
 - b. Inappropriate for assessing benefit security for the membership.
 - c. Dependent upon the actuarial cost method which, in combination with the amortization policy and asset valuation method, affects the timing and amounts of future contributions. The amounts of future contributions will differ from those assumed in this report due to future actual experience differing from assumed.

A funded status measurement of 100% is not synonymous with no required future contributions. If the funded status were 100%, the Plan would still require future normal cost contributions (i.e., the cost of the active membership accruing an additional year of service credit).

4. This report describes the financial effect of the proposed benefit plan. No statement contained within is a recommendation in favor of or in opposition to the proposed benefit plan.
5. The funded status shows the relationship of the assets to the amount needed to fund past service benefits, the actuarial accrued liability, under valuation assumptions.



Important Comments (Continued)

6. Contribution requirements take into consideration prior service with other MERS entities (for eligibility service only), reflected in the difference between benefit and vesting service. If members have service not reflected on the results page (e.g., prior MERS or Act 88 service, if applicable), the unfunded liabilities and employer contributions may be understated.
7. The actuaries' understanding of the default invoicing procedure is that a percent of pay employer contribution is applied for open divisions and a dollar amount is applied for closed divisions.
8. Employer contributions are based on a percentage of members' reported pay for open divisions. If actual reported payroll is substantially lower than the payroll used in this report, the actuaries recommend a minimum contribution of the dollar developed in the "Results," item 2.e.
9. The results do not show the potential impact on other post-employment benefits (such as retiree health care insurance) or ancillary benefits (such as life insurance).
10. The results of separate actuarial valuations generally cannot be added together to produce a correct estimate of the employer contributions. The total can be considerably greater than the sum of the parts due to the interaction of various plan provisions and assumptions used.
11. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. The scope of this supplemental actuarial valuation does not include an analysis of the potential range of such future measurements.
12. Valuation results are developed through the use of multiple models.

Valuation liabilities were prepared using ProVal's valuation model, a software product of Winklevoss Technologies. We are relying on the ProVal model. We performed tests of the ProVal model with this assignment and made a reasonable attempt to understand the developer's intended purpose of, general operation of, major sensitivities and dependencies within, and key strengths and limitations of the ProVal model. In our professional judgment, the ProVal valuation model has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses.

Financial results were prepared using our financing and projection model which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.



Important Comments (Concluded)

13. The calculations are based upon assumptions regarding future events, which may or may not materialize and proposed plan provisions. The actual impact of the proposed plan change(s) will change over time as actual experience emerges. Contact your MERS representative at 800-767-MERS if you believe that:
- a. The assumptions are unreasonable,
 - b. The plan provisions are missing or incorrectly described,
 - c. Conditions have changed since the calculations were made,
 - d. The information provided in this report is inaccurate or is in any way incomplete, or
 - e. You need further information to make an informed decision.
14. The following information, assumptions and funding methods were used in the projections under the various options:
- a. Demographic, financial information and benefit provisions provided by MERS for the December 31, 2021 annual valuation, except where noted otherwise.
 - b. The assumptions and methods used in the December 31, 2021 annual valuation, except where noted otherwise.
 - c. All demographic assumptions will be met during the projection period.
 - d. If new hires are included in the valuation, the active population is assumed to remain stable during the projection period.
 - e. Demographic assumptions under the DC plan are unchanged from those of the DB plan, if applicable.
 - f. The Market Value of Assets will earn the assumed investment return each year during the projection period.
 - g. There will be no benefit changes during the projection period.
 - h. The employer contributions through October 31, 2023 are not affected, and are based on previous annual actuarial valuations.

VILLAGE OF GRAND BEACH
BERRIEN COUNTY, STATE OF MICHIGAN

ORDINANCE NO. 2023-106

AN ORDINANCE TO ADOPT THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE BY REFERENCE.

An ordinance of the Village of Grand Beach adopting by reference the **2021 International Property Maintenance Code**, with all current amendments, additions, or deletions except as provided herein; regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the Village; providing for the issuance of permits and collection of fees; and repealing all other ordinances and parts of ordinances in conflict therewith.

VILLAGE OF GRAND BEACH ORDAINS:

Section 1. That a certain document, copies of which are on file in the office of the Village Clerk, being marked and designated as the **2021 International Property Maintenance Code**, as may be amended, deleted, with additions, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the Village of Grand Beach, in the State of Michigan for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the Village Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following Sections of the International Property Maintenance Code are hereby revised and amended to read as follows:

Section 101.1. Title. These regulations shall be known as the International Property Maintenance Code of the Village of Grand Beach, hereinafter referred to as “this Code”.

103.1 Creation of Agency. Sworn police officers, the Village zoning administrator, ordinance enforcement officers as designated, and any and all Village Building Inspectors

shall be considered “code officials” under this Ordinance. All Village code officials shall be authorized to write and serve tickets under this Ordinance. Code officials shall have all authority to implement, administer, and enforce the provisions of this code. The department authorized to act to enforce this Code shall known as the Village of Grand Beach Code Enforcement Department.

103.2 Appointment. The code officials shall be appointed and/or hired by the Village of Grand Beach.

103.3 Deputies. This Section is hereby deleted in its entirety.

Section 104.1. Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be assessed per the fee schedule adopted by the Village Council from time to time by resolution, OR by determining the actual costs incurred by the Village to pay the employee, code official, attorney, person, or company for its time in carrying out the work performed under this Code, including but not limited to all enforcement and staff time, attorney fees, publication or posting costs, and related fees.

104.2 Refunds. This Section is hereby deleted in its entirety.

Section 110.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a civil infraction and a fine of not less than Two Hundred Fifty Dollars (\$250.00). Further, the Village may take any action and elect any remedy either at law or in equity as it deems necessary to ensure compliance with this Code, including equitable relief. Second or repeat offenses may be subject to a fine of Three Hundred Fifty Dollars (\$350.00) or more as the court sees fit.

Section 108. The Village hereby appoints the Zoning Board of Appeals as the Board of Appeals under this Code.

Section 111.4.2 shall be amended to add Section (4):

4. A copy is posted in a conspicuous place in or about the property affected by such notice.

Section 302.4 Weeds. This Section is hereby deleted in its entirety, with the following inserted in its place and stead:

302.4 Dangerous Trees. All exterior areas shall be kept clear of trees that have become public or private nuisances. The trees shall be removed or trimmed as needed if any of the following are true:

1. The tree is dead and likely to fall.
2. The tree hanging over a public or private way so as to be in the path of vehicles and/or pedestrians.
3. If the tree is stricken with an infectious disease, or heavily infected with parasites or insects.
4. If the tree is a threat to overhead electric power lines. The property owner shall be responsible for notifying the electric power supplier of trees that are dangerous to power lines.

Section 302.8 Motor Vehicles. Except as provided for in other regulations, inoperative, non-road worthy as deemed by the State of Michigan, or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time kept on any premises and be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Section 302.8.1 Boats and Trailers. Boats, trailers, and nonmotorized camping vehicles shall be required to comply with Section 302.8.

303.1 Swimming Pools, Hot Tubs, and Spas. Swimming pools, hot tubs, and spas shall be maintained in a clean and sanitary condition, and in good and sightly repair.

303.2 Enclosures – 6 Foot Fence Required for Pools Unless Powered Pool Safety Cover Meets Certain ASTM Requirements; then 4 Foot Fence Required. Private swimming pools containing water more than 18 inches in depth shall be completely surrounded by a fence or barrier not less than 6 feet (72 inches) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches from the gatepost. Pools with powered safety covers that meet and comply with the American Society for Testing and Materials - ASTM F1346 shall be permitted to have a 4-foot (48 inch) fence. In addition to meeting the requirements in this Section, fences subject to this Section shall also meet any other Zoning requirements for fences contained in the Village Zoning Ordinance which do not directly conflict with the requirements in this Section.

Section 304.14. Insect screens. The dates of April 30 to October 31 are hereby inserted.

Section 602.3. Heat supply. The dates of October 31 to April 30 are hereby inserted.

Section 602.4. Indoor occupiable work spaces. The dates of October 31 to April 30 are hereby inserted.

Section 3. Repealer. All other ordinances or parts of ordinances which are in direct conflict herewith are hereby repealed.

Section 4. Severability. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Village of Grand Beach hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Civil Infraction. A violation of the Property Maintenance Code is a civil infraction, which shall be punishable by a civil fine determined in accordance with the following schedule:

	Minimum	Maximum
1 st offense within a 3-year period*	\$200.00	- \$500.00
2 nd offense within a 3-year period*	\$250.00	- \$500.00
3 rd offense within a 3-year period*	\$350.00	- \$500.00
4 th offense within a 3-year period*	\$500.00	- \$500.00

*Determined on the basis of the date of commission of the offense(s)

Should the Village be required to initiate cleanup in the absence of such action by a violator after an order of the Court, the entire cost of the cleanup, demolition, or repairs may be attached to the violator's tax bill upon certification by the Village Treasurer. The fees shall include an administrative fee of 10% to account for staff time and administrative expenses incurred by the Village.

Section 6. That nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any person be lost, impaired or affected by this ordinance.

This Ordinance shall become effective ten (10) days after publication.

AYES: _____

NAYS: _____

ORDINANCE DECLARED ADOPTED.

Harry Walder, Council President

Mary Robertson, Village Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village of Grand Beach, County of Berrien, State of Michigan, at a Regular Meeting, held on April 19, 2023, and that said Meeting was conducted and public notice of said meeting was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

Mary Robertson, Village Clerk

VILLAGE OF GRAND BEACH

DRAFT BUDGET FOR YEAR ENDED OCTOBER 31, 2024

GENERAL FUND

**Village of Grand Beach General Fund
Budget Worksheet
For the year ending October 31, 2024**

INCOME	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed
000.402 · CURRENT PROPERTY TAX	\$ 818,000	\$ 863,576	\$ 845,000	\$ 1,691	890,000
000.404 · CURRENT TAX - ADMIN FEE	8,180	8,635	8,450	17	8,900
000.405 - TAXES - OVERAGE		10		1	
000.441 - LOCAL COMM. STABILIZATION SHARE		409			
000.446 - INTEREST & PENALTIES - PROP. TAXES		3,555		445	
000.466 - REFUNDS AND REBATES		3,812		7,715	
000.476 - LICENSES AND PERMITS		200		50	
000.478 - SHORT-TERM RENTAL LICENSE FEES				12,600	30,000
000.528 - OTHER FEDERAL GRANTS		-			
000.501 - FEDERAL GRANT-BULLET PROOF VEST					
000.574 - STATE SHARED REV. - LIQUOR CONTROL					
000.575 · STATE REVENUE SHARING - SALES	24,500	40,960	30,000	12,060	34,000
000.580 - STATE FUNDING POLICE		-			
000.585 - STATE GRANT-BULLET PROOF VESTS					
000.588 - CASINO FUNDS-NBALRSB (REV. SHARE)		26,880		-	
000.600 . COSTS & FINES - COUNTY	100	205	150		
000.615 . TRASH & RECYCLE SERVICES	55,700	59,980	64,100	27,302	96,000
000.625 · BOARD OF APPEALS FEES		-			
000.626 - SITE PLAN REVIEW FEES					
000.627 · COPIES		-		40	
000.660 - GRAND BEACH FINES COLLECTED	200	175	200		
000.664 · INTEREST EARNED	1,000	900	500	1,171	2,000
000.667 - VERIZON LEASE	15,180	16,445	15,180	3,795	15,180
000.668 - EQUIPMENT RENTAL	29,500	28,663	31,700	8,808	32,200
000.679 - TRANSFER IN FROM CAPITAL PROJECTS					
000.670 · MISCELLANEOUS REVENUE	500	20,962	500	1,968	500 Social Club Insurance
000.671 · CABLE TV FRANCHISE FEE INCOME	13,000	14,515	13,000	7,444	14,500
000.675 . CONTRIBUTIONS		442			
000.677 . RENTALS - HALL	4,000	4,480	4,000	1,180	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			
	\$ 981,660	\$1,164,604	\$ 1,024,580	\$ 89,237	\$1,139,080

**Village of Grand Beach - General Fund
Summary of Budget - Activity Level
For the year ending October 31, 2024**

Activity Level

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed
INCOME	\$ 981,660	\$ 1,164,604	\$ 1,024,580	\$ 89,237	\$ 1,139,080
EXPENDITURES:					
COUNCIL	35,150	30,968	35,950	5,979	41,050
ELECTIONS	1,000	-	1,000	151	1,000
AUDIT	5,000	4,725	7,000	4,250	6,000
OFFICE	67,074	71,191	80,297	29,874	84,650
HALL AND GROUNDS	52,099	40,227	43,324	7,978	75,242
MAINTENANCE GARAGE	50,447	43,512	60,524	17,499	74,650
POLICE	162,900	153,530	182,343	62,291	213,652
PUBLIC WORKS	62,459	61,676	76,029	30,214	79,985
SANITATION	55,700	60,282	64,100	27,812	96,000
PARKS AND RECREATION	458,335	450,303	10,382	375	13,075
PLANNING COMMISSION	6,150	800	27,745	66	31,250
BEACHES	21,371	11,487	27,660	402	25,810
OTHER	455,049	419,952	445,776	178,228	473,336
TOTAL EXPENDITURES	1,432,734	1,348,653	1,062,130	365,119	1,215,700
REVENUES - EXPENDITURES	(451,074)	(184,049)	(37,550)	(275,882)	(76,620)
FUND BALANCE BEGINNING OF YEAR	1,518,606	1,518,606	1,334,557	1,334,557	1,297,007
FUND BALANCE END OF YEAR	\$ 1,067,532	\$ 1,334,557	\$ 1,297,007	\$ 1,058,675	\$ 1,220,387

**Village of Grand Beach General Fund
Budget - Council Expenditures
For the year ending October 31, 2024**

	<u>2021-2022</u> <u>Budget</u>	<u>2021-2022</u> <u>Actual</u>	<u>2022-2023</u> <u>Budget</u>	<u>2022-2023</u> <u>11/1/22-2/23/23</u>	<u>2023-2024</u> <u>Proposed</u>	
COUNCIL						
105.703 . SALARIES, COUNCIL & ZBA	\$ 4,500	\$ 3,450	\$ 4,500	\$ 600	4,500	18 Meetings
105.727 . OFFICE SUPPLIES				\$ 312		
105.801 . PROFESSIONAL SERVICES	25,000	22,583	25,000	3,000	30,000	Attorney
105.818 . CONTRACTUAL SERVICES	2,000	495	2,000		1,500	Website
105.873 . TRAVEL	50		50		50	
105.900 . PRINTING & PUBLISHING	1,100	1,323	1,400	142	1,500	Ordinances-Tax Bills
105.956 . COUNCIL MISCELLANEOUS	2,500	3,117	3,000	1,925	3,500	MML Dues, Email, Zoom
105.985 . CAPITAL OUTLAY						
TOTAL COUNCIL	<u>\$ 35,150</u>	<u>\$ 30,968</u>	<u>\$ 35,950</u>	<u>\$ 5,979</u>	<u>\$ 41,050</u>	

**Village of Grand Beach General Fund
Budget - Election Expenditures
For the year ending October 31, 2024**

	<u>2021-2022</u> <u>Budget</u>	<u>2021-2022</u> <u>Actual</u>	<u>2022-2023</u> <u>Budget</u>	<u>2022-2023</u> <u>11/1/22-2/23/23</u>	<u>2023-2024</u> <u>Proposed</u>	
ELECTIONS						
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	\$ 151	\$ 1,000	Election & Proposal
TOTAL ELECTIONS	<u>\$ 1,000</u>	<u>-</u>	<u>\$ 1,000</u>	<u>\$ 151</u>	<u>\$ 1,000</u>	

**Village of Grand Beach General Fund
Budget Independent Audit Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed
INDEPENDENT AUDIT					
202.801 . PROFESSIONAL SVCS. - AUDIT	5,000	4,725	7,000	4,250	6,000
TOTAL INDEPENDENT AUDIT	5,000	4,725	7,000	4,250	6,000

**Village of Grand Beach General Fund
Budget Office Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	
OFFICE						
215.702 · OFFICE - CLERK/TREASURER WAGES	\$ 40,444	\$ 47,534	\$ 43,048	\$ 16,997	40,000	
215.707 · OFFICE - DEPUTY CLERK	15,695	16,195	23,974	10,552	28,000	Full-Time
215.709 · OFFICE - CASUAL LABOR	960	922	1,800	260	1,500	Office Cleaning
215.727 · OFFICE - SUPPLIES	2,700	2,475	3,000	1,090	3,000	
215.776 · EQUIPMENT MAINTENANCE	1,200	868	1,200	112	1,200	Copier & Computer
215.801 · PROFESSIONAL SERVICES						
215.818 CONTRACTUAL SERVICES	2,500	964	3,500	432	2,500	Firewall, Security, Misc.
215.850 · TELEPHONE & INTERNET SERVICES	1,600	1,337	1,800	387	1,800	
215.873 · TRAVEL	375	118	375	44	375	
215.900 · OFFICE - PRINTING & PUBLISHING	1,000	768	1,000		1,000	Meetings, Notices, Ads
215.950 TRAINING EXPENSE	100		100		100	
215.956 · OFFICE - MISCELLANEOUS	500	10	500		500	
215.980 · OFFICE - EQUIPMENT PURCHASES						
215.985 - CAPITAL OUTLAY					4,675	BS&A Expected Balance
TOTAL OFFICE	\$ 67,074	\$ 71,191	\$ 80,297	\$ 29,874	\$ 84,650	

**Village of Grand Beach General Fund
Budget - Hall and Grounds Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	
HALL & GROUNDS						
265.702 · HALL & GROUNDS - HEAD OF DEPT- WAGES	\$ 817	\$ 456	842	\$ 199	\$ 842	
265.707 · HALL & GROUNDS -OTHER WAGES	9,552	12,044	14,382	5,854	15,000	
265.709 · HALL & GROUNDS - CASUAL LABOR	3,000	1,120	3,000	115	3,000	Cleaning Hall
265.778 · HALL & GROUNDS- REPAIRS/MAINT	3,700	7,439	3,700	-	15,000	Garage Insulate/Drop Ceiling
265.818 · HALL & GROUNDS- CONTRACTUAL SERVICES	10,100	9,818	10,300	432	10,300	
265.920 · UTILITIES - GAS ELECTRIC WATER	8,500	8,900	10,000	1,341	10,000	
265.956 · HALL & GROUNDS - MISCELLANEOUS	1,100	450	1,100	37	1,100	Flags, Mats, etc.
265.985 · HALL & GROUNDS - CAPITAL OUTLAY	15,330				20,000	Bike Path Landscaping
TOTAL HALL & GROUNDS	\$ 52,099	\$ 40,227	\$ 43,324	\$ 7,978	\$ 75,242	

*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
Total	10,300

**Village of Grand Beach General Fund
Budget - Maintenance Garage Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	
MAINTENANCE GARAGE						
266.702 · MAINT. GARAGE - HEAD OF DEPT - WAGES	\$ 12,157	\$ 10,075	12,522	\$ 2,730	\$ 13,000	
266.707 · MAINT. GARAGE - OTHER WAGES	14,440	11,576	23,152	8,122	24,000	
266.727 · MAINT. GARAGE - OFFICE SUPPLIES	250	199	250		250	
266.740 · MAINT. GARAGE - OPERATING SUPPLIES					1,500	
266.741 · MAINT. GARAGE - SMALL TOOLS	1,200	415	1,200			
266.778 · MAINT. GARAGE - REPAIR & MAINT	12,000	12,110	12,000	2,386	15,000	Inc. \$2,000 Leaf Unit
266.818 CONTRACTUAL SERVICES						
266.850 · MAINT. GARAGE - TELEPHONE & INTERNET	3,300	3,026	4,000	1,416	4,600	Inc. \$50 Phone Allow. 3 People
266.873 · MAINT. TRAVEL EXPENSE	50		50		50	
266.920 · MAINT. GARAGE - UTILITIES	6,000	5,241	6,000	2,012	6,000	
266.940 · MAINT. GARAGE - CLOTHING ALLOWANCE	900	870	1,200	795	1,600	Increase to \$400 Each
266.956 · MAINT. GARAGE - MISCELLANEOUS	150		150	38	150	
266.956 MAINT. GARAGE - CAPITAL OUTLAY					8,500	Lawn Mower
TOTAL MAINTENANCE GARAGE	\$ 50,447	\$ 43,512	\$ 60,524	\$ 17,499	\$ 74,650	

**Village of Grand Beach General Fund
Budget - Police Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	
POLICE						
300.705 · POLICE - WAGES - CHIEF	\$ -	\$ 352	\$ -	\$ 352	\$ 352	
300.707 · POLICE - WAGES - OTHER PD	92,600	99,985	109,543	39,810	113,000	
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	799	2,000	104	2,000	
300.740 · POLICE - OPERATING SUPPLIES						
300.751 · POLICE - GASOLINE	6,000	6,083	6,000	1,893	7,000	
300.776 · POLICE - EQUIP. & COMPUTER MAINT.	2,000	1,540	2,000	538	2,000	Evidence.com (cameras) \$1000
300.778 REPAIR & MAINTENANCE	100	149	500		500	Statewide Records \$400
300.801 · POLICE - LEGAL	2,500	2,100	2,500		2,500	\$1,500 Lexipol Policy Manual
300.818 · CONTRACTUAL SERVICES	30,000	30,000	30,000	10,000	30,000	Police Chief Contract
300.820 · SHORT-TERM RENTAL INSPECT. & COSTS					30,000	
300.850 · POLICE - TELEPHONE & INTERNET	2,000	1,552	3,100	434	3,100	Inc. \$50 Phone Allow. Creo/Jamie
300.851 · POLICE - RADIO MAINTENANCE	3,200	82	3,200		3,200	*See Below
300.865 · POLICE - INSURANCE	13,500	7,793	13,500	5,821	10,000	
300.873 · POLICE - TRAVEL		-				
300.933 · POLICE - VEHICLE #1 MAINTENANCE	2,000	1,218	2,000	3,143	2,000	
300.934 · POLICE - VEHICLE #2 MAINTENANCE					-	
300.940 · POLICE - CLOTHING & CLEANING	1,000	618	1,000	196	1,000	
300.950 · POLICE - TRAINING EXPENSE	1,000		1,000		1,000	
300.956 · POLICE - MISCELLANEOUS	2,000	1,259	500		500	
300.958 · PA 302 EXPENSES	1,000					
300.985 · POLICE - EQUIPMENT	2,000		5,500		5,500	License Plate Reader
TOTAL POLICE	\$ 162,900	\$ 153,530	\$ 182,343	\$ 62,291	\$ 213,652	

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
Total Radio Expenses	3,200

**Village of Grand Beach General Fund
Budget - Public Works Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	
PUBLIC WORKS						
446.702 · PUBLIC WORKS - WAGES - HEAD DEPT	\$ 163		168		\$ 175	Leaf Pickup
446.707 · PUBLIC WORKS - WAGES - OTHER	20,796	24,578	31,511	15,736	32,460	
446.747 · PUBLIC WORKS - MOSQUITO PELLETS	350		350		350	
446.751 · PUBLIC WORKS - GASOLINE	8,000	12,604	10,000	3,555	14,000	Additional Vehicle
446.778 · PUBLIC WORKS - REPAIR/MAINT		70				
446.818 · PUBLIC WORKS - CONTRACTUAL SERVICES	3,500	2,354	4,200	824	4,200	Stormwater-Cowles & Public Ed.
446.921 · PUBLIC WORKS - STREET LIGHTS	9,000	7,419	9,000	1,249	9,000	
446.925 · PUBLIC WORKS - HYDRANT RENTAL	10,000	10,000	10,000	2,500	10,000	
446.956 · PUBLIC WORKS MISCELLANEOUS	1,650	651	1,800	500	800	EGLE Stormwater Permit
446.960 · PUBLIC WORKS - DEBRIS REMOVAL	9,000	4,000	9,000	5,850	9,000	Leaf Disposal
446.980 · PUBLIC WORKS - EQUIPMENT						
TOTAL PUBLIC WORKS	\$ 62,459	\$ 61,676	\$ 76,029	\$ 30,214	\$ 79,985	

**Village of Grand Beach General Fund
Budget - Sanitation Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed
SANITATION					
520.818 . SANITATION - CONTRACTUAL SERVICES	\$ 55,700	\$ 60,282	\$ 64,100	\$ 27,812	\$ 96,000

**Village of Grand Beach General Fund
Budget - Parks and Recreation Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	
PARKS & RECREATION						
691.702 · PARKS & REC - WAGES - HEAD OF DEPT	\$ 327	\$ 64	\$ 337	\$ -	\$ 350	
691.707 · PARKS & REC - WAGES - OTHER	3,943	1,754	6,045	375	6,225	
691.707 · PARKS & REC - WAGES - OTHER					2,500	Nature Preserve Clean Up
691.709 · CASUAL LABOR						
691.740 · PARKS & REC - OPERATING SUPPLIES						
691.778 · PARKS & REC - REPAIRS & MAINT	3,000	12	3,000		3,000	Replace Sand \$1,500
691.818 · PARKS & REC - CONTRACTUAL SERVICES	5,000	125				
691.956 · PARKS & REC - MISCELLANEOUS	7,065	2,250	1,000		1,000	
691.985 · CAPITAL OUTLAY	439,000	446,098				
691.900 · PARKS CAPITAL EXPENDITURE						
TOTAL PARKS & RECREATION	\$458,335	\$ 450,303	\$ 10,382	\$ 375	\$ 13,075	

**Village of Grand Beach General Fund
Budget - Planning Commission Expenditures
For the year ending October 31, 2024**

	<u>2021-2022</u> Budget	<u>2021-2022</u> Actual	<u>2022-2023</u> Budget	<u>2022-2023</u> 11/1/22-2/23/23	<u>2023-2024</u> Proposed	
PLANNING COMMISSION						
721.702- WAGES CLERK-TREASURER	\$ 150		\$ 155		\$ 160	
721.703- SALARIES PLANNING COMMISSION	\$ 1,750	\$ 800	\$ 2,000		2,000	8 Meetings
721.707 - DEPUTY CLERK			340		340	
721.708 - WAGES - RECORDING SECRETARY	300		300		300	
721.727 - OFFICE SUPPLIES	100		100	66	100	
721.801 - PROFESSIONAL SERVICES - LEGAL	1,000		2,000		3,000	
721.818 - CONTRACTUAL SERVICES	2,500		22,500		25,000	Zoning & Master Plan
721.900 - PRINTING & PUBLISHING	250		250		250	Notices
721.950 - TRAINING EXPENSE	100		100		100	
721.956 - MISCELLANEOUS EXPENSE						
TOTAL PLANNING COMMISSION	<u>\$ 6,150</u>	<u>\$ 800</u>	<u>\$ 27,745</u>	<u>\$ 66</u>	<u>\$ 31,250</u>	

**Village of Grand Beach General Fund
Budget - Beaches Expenditures
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	
BEACHES						
724.702 · BEACHES - WAGES - HEAD OF DEPT	327	\$ 515	\$ 337	-	\$ 350	
724.703 · BEACHES - WAGES - LIFE GUARDS				-		
724.707 · BEACHES - WAGES - OTHER	18,044	3,847	11,223	203	11,560	
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	975	3,000	199	3,000	Paint/Stain \$800
724.818 · CONTRACTUAL SERVICES		6,000				Jensen Court Survey
724.900 · BEACHES - CAPITAL EXPENDITURES				-		
724.956 · BEACHES - MISCELLANEOUS		150	3,100		900	Buoys
TOTAL BEACHES	\$ 21,371	\$ 11,487	\$ 27,660	\$ 402	\$ 25,810	

**Village of Grand Beach General Fund
Budget Other Expenses
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	
OTHER EXPENSES						
852.852 · HOSPITALIZATION	\$ 96,820	\$ 91,943	\$ 126,256	\$ 81,743	\$ 153,820	2023 Premium + 15% Increase
855.855 · LIFE & DISABILITY INSURANCE	5,556	4,882	7,217	2,222	7,500	
861.861 · PENSION	30,733	28,951	34,704	8,657	25,253	7.25% \$11,500 pymnt '22 & '23
862.862 · FICA - VILLAGE SHARE	18,111	16,430	20,929	7,682	21,893	Inc. Sick, Vacation & Holiday
863.863 · MEDICARE EXPENSE	4,339	3,994	4,900	1,797	5,120	" " "
865.865 · INSURANCE & BONDS	14,100	14,087	22,500	14,681	20,000	
866.866 · UNEMPLOYMENT INSURANCE	150		150		150	
870.870 · HOLIDAY-SICK-VACATION PAY	54,625	42,413	44,470	19,623	50,000	2 FT Employees Added in 2022
871.871 · WORKERS COMPENSATION	32,000	23,755	30,500	11,823	25,000	Increase Due to Claim in 2019
956.980 · COUNTY TAX REIMBURSEMENTS	1,075	967	1,500		1,500	
956.956 · MISCELLANEOUS			1,000		1,000	
965.000 · TRANSFER TO CAPITAL PROJECTS	192,540	192,530	146,650	30,000	157,100	*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						
TOTAL OTHER EXPENSES	\$ 455,049	\$ 419,952	\$ 445,776	\$ 178,228	\$ 473,336	

		Current Bal.	Capital Proj.
TRANSFER TO CAPITAL PROJECTS			
OFFICE COMPUTER	100		2,515
COPY MACHINE	1,000		6,627
FURNACE & A/C REPLACEMENTS	10,000		28,500
ROOF REPLACEMENT - GARAGE	1,250		0
ROOF REPLACEMENT - HALL	1,250		0
REPAIR CONCRETE & MASONRY ON HALL	5,000		45,000
LANDSCAPING AT HALL & GARAGE	10,000		
SIGNAGE AT HALL & GARAGE	4,500		
CARPET REPLACEMENT	1,000		60,000
SOUND SYSTEM FOR COUNCIL ROOM	500		
BEACH STAIRS	15,000		106,420
BEACH VIEWING PLATFORM	10,000		30,000
BEACH GROOMING EQUIPMENT	10,000		
REMOVE PILINGS	1,000		66,000
PARK EQUIPMENT	5,000		33,100
GRAND BEACH NATURE PRESERVE	5,000		
TENNIS COURT	3,334		48,000
PICKLEBALL COURTS	3,333		50,000
BASKETBALL COURTS	3,333		1,000
TREE PROGRAM FOR PLAYGROUND	5,000		5,000
BACKHOE/TRACTOR	6,000		29,596
PICK-UP TRUCK & PLOW	5,000		12,172
ADDITIONAL PICK-UP TRUCK	15,000		
DUMP/PLOW TRUCK & SALT SPREADER	7,000		32,685
LEAF VACUUM UNIT	10,000		16,146
STREET SIGNS	5,000		6,777
SALT BUILDING	1,000		18,184
SQUAD CAR	12,500		0
TOTAL:	157,100		

VILLAGE OF GRAND BEACH

DRAFT BUDGET

FOR YEAR ENDED 10/31/24

WATER FUND

**Budget
For The Year Ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	NOTES
INCOME						
642.000 - REVENUE - RESIDENTIAL	\$ 406,900	\$ 429,736	\$ 415,000	\$ 78,498	\$ 440,000	
645.000 - REVENUE-WATER METER REPL.	26,400	27,098	26,400	9,140	28,000	
647.000 - REVENUE- PULL BACK CANS		640				
650.000 - TAP IN FEES	7,200	62,200	7,200		15,000	3 Taps
662.000 - HYDRANT RENTAL	10,000	10,000	10,000	2,500	10,000	
664.000 - INTEREST EARNED	1,000	1,999	1,000	1,160	3,000	
670.000 - MISCELLANOUS REVENUE		160				
675.000 - CONTRIBUTIONS						
698.000 - PENALTIES ON DEL. ACCTS	4,000	7,014	4,500	1,530	5,000	
699.000 - POOL FILL CHARGE		300				
TOTAL INCOME	455,500	539,147	464,100	92,828	501,000	
EXPENSES						
702.000 - WAGES - HEAD OF DEPT	45,570	44,256	44,138	12,821	47,600	Includes \$2,400 Salary Allowance-Bob
706.000 - WAGES - CLERICAL	9,569	7,789	9,215	2,132	8,500	
707.000 - WAGES - OTHER	12,802	10,996	20,766	3,670	21,390	
727.000 - OFFICE SUPPLIES	3,100	1,374	3,100	305	2,200	Bill Cards, Postage, etc.-
740.000 - OPERATING SUPPLIES						
778.000 - REPAIR & MAINTENANCE	20,000	17,884	14,000	9,226	20,000	
801.000 - PROFESSIONAL SERVICES	7,200	6,265	6,200	3,421	7,000	Audit, Legal, NB & EGLE Water Samples, EGLE Water Supply Fees \$800
818.000 - CONTRACTUAL SERVICES	10,000	7,930	7,000	3,647	8,500	Software Support, Water Report, Alarm, Miss Di
850.000- TELEPHONE & INTERNET SVCE.	1,600	1,507	1,400	245	1,600	
852.000 - HEALTH INSURANCE	25,666	25,588	42,297	7,370	48,642	
855.000 - LIFE & DISABILITY INSURANCE	1,348	1,119	1,551	308	1,784	
861.000 - PENSION	5,501	4,843	6,171	1,360	6,541	7.25%
862.000 - FICA	4,804	4,541	5,307	1,326	5,594	
863.000 - MEDICARE	1,200	1,056	1,249	310	1,308	
865.000 - INSURANCE AND BONDS	1,900	1,820	2,500	1,702	2,500	
870.870 - HOLIDAY, VACATION & SICK PAY	9,935	9,770	11,386	2,762	12,728	
871.000 - WORKMANS COMPENSATION	2,500	1,907	2,825	547	2,500	
873.000 - TRAVEL	100		100		100	
900.000 - PRINTING AND PUBLISHING	700	269	700		700	Checks, Notices, Envelopes
920.000 - UTILITIES	8,000	6,302	7,500	1,059	7,500	
927.000 - WATER PURCHASED	200,400	188,565	210,000	15,805	210,000	
943.000 - EQUIPMENT RENTAL	8,000	6,040	5,500	653	6,000	
950.000 - SCHOOLING	850	820	2,100		2,200	
956.000 - MISCELLANEOUS	1,450	520	1,450	95	1,600	Mi Rural Water Dues \$600, Misc. \$1,000
957.000 - BANK SERVICE CHARGE	1,000	847	1,100	270	1,100	
959.000 - DEPRECIATION EXPENSE	65,000	65,000	65,000		65,000	
970.000 - CAP. OUTLAY	18,000		38,000	4,570	18,000	* See Below
972.000 - CAP. OUTLAY-BONDS CONST.						
995.000 - INTEREST EXPENSE	6,658	6,658	5,800	3,110	5,800	Bond
TOTAL EXPENSES	472,853	423,666	516,355	76,714	516,386	*Capital Outlay
REVENUE OVER EXPENDITURES	(17,353)	115,481	(52,255)	16,114	(15,386)	\$ 8,000 BS&A Utility Billing Software 6,000 Paint Tower Inside & Outside - CD 2,000 Computer & Software - CD
FUND BALANCE BEG OF YEAR	1,596,262	1,596,262	1,711,743	1,711,743	1,659,488	2,000 Water Reliability Study - CD
FUND BALANCE END OF YEAR	\$ 1,578,909	\$ 1,711,743	\$ 1,659,488	\$ 1,727,857	\$ 1,644,102	\$18,000 Total Capital Outlay

VILLAGE OF GRAND BEACH

DRAFT BUDGET FOR YEAR ENDING OCTOBER 31, 2024

GOLF FUND

Village of Grand Beach - Golf Fund
Budget
For The Year Ending October 31, 2024

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Budget	2023-2024 Village Serviscape	2023-2024 Total	Notes
INCOME								
000.651 - GAS CART RENTAL FEES	\$ 30,000	\$ 56,640	\$ 40,000		\$ 55,000	\$ -	55,000	
000.653 - GREEN FEES	128,000	132,809	120,000		130,000		130,000	
000.654 - CART PARKING STICKER FEES	110,635	121,075	110,000		120,000		120,000	
000.655 - CONCESSIONS - FOOD	24,000	26,039	24,000		25,000		25,000	
000.656 - CONCESSIONS - GOLF	5,700	9,989	7,000		9,000		9,000	
000.657 - CONCESSIONS-CLOTHING	17,000	14,157	16,000		13,500		13,500	
000.660 - GOLF ASSOC. OF MI MEMBERSHIP								
000.664 - INTEREST EARNED	300	509	200	292	900		900	
000.670 - MISCELLANEOUS REVENUE		130						
000.675 - CONTRIBUTIONS		1,046						
000.676 - CONTRIBUTIONS - BRICK PROGRAM		300		180				
TOTAL INCOME	315,635	362,694	317,200	472	353,400		353,400	
EXPENSES								
000.701 - MANAGEMENT FEE	26,920	26,920	26,920	6,730	-	27,728	27,728	
000.702 - WAGES - HEAD OF DEPT.	1,250	1,242	337		300		300	
000.704 - PRO SHOP MGR & EMPLOYEES	56,800	55,177	55,000	2,239	60,000		60,000	
000.706 - WAGES - CLERICAL	12,662	11,765	13,131	1,705	8,870	3,646	12,516	
000.707 - WAGES - OTHER	88,642	84,564	92,166	15,872	1,000	96,060	97,060	
000.708 - WAGES - TEMP								
000.709 - CASUAL LABOR	100		600		200		200	
000.727 - OFFICE SUPPLIES	1,373	1,096	860	333	900	382	1,282	
000.730 - POINT OF SALE SOFTWARE FEE	1,000	918	1,200	207	1,200		1,200	
000.740 - OPERATING SUPPLIES								
000.741 - SMALL TOOLS	523	3,021	1,256	581	-	1,406	1,406	
000.742 - UNIFORMS	437	448	600		700		700	
000.747 - MOSQUITO ABATEMENT SUPPLIES	200		200		200		200	
000.751 - GAS AND OIL	5,160	5,377	6,400	346	450	6,360	6,810	Rangers Carts
000.760 - BUILDING RENT	1,800	1,800	1,800	450	1,800		1,800	
000.769 - STONE/MULCH	874	366	849			900	900	
000.770 - SOIL								
000.771 - INSECTICIDES	6,787	3,705	5,080			5,385	5,385	
000.772 - SEED	2,092		1,200			1,272	1,272	
000.773 - FERTILIZER/CHEMICALS	9,998	7,920	9,150			9,699	9,699	
000.774 - SAND	2,334	743	1,900	812		2,334	2,334	
000.775 - SOD		138						
000.777 - PLANT MATERIALS	546		530			562	562	
000.778 - REPAIR & MAINT. SUPPLIES	14,419	19,395	22,828	3,815	2,500	18,908	21,408	Ice Machine, Batteries & Winterization
000.780 - OUTSIDE SERVICES				125				
000.784 - WATER SUPPLY EXPENSE								
000.785 - IRRIGATION/DRAINAGE SUPPLIES	2,186	15,915	2,500			2,650	2,650	
000.786 - TEE AND GREEN SUPPLIES	874	3,119	849	234		900	900	
000.787 - SAFETY MATERIALS/EQUIPMENT	164	170	170	68		200	200	
000.790 - LICENSE/DUES	535	45	519	45		800	800	
000.810 - MEMBERSHIP DUES-GOLF ASSOC.	150	150	500		300		300	
000.818 - CONTRACTUAL SERVICES	21,600	20,569	2,500	342	2,000	600	2,000	Firewall/Wi-Fi, Copier Maint & Computer Support, Alarm Pumphouse
000.850 - TELEPHONE & INTERNET SERVICE	1,584	1,465	2,300	478	1,200		1,800	Pro Shop & Pumphouse
000.852 - HEALTH INSURANCE	8,065	7,672	8,056	378	9,500		9,500	
000.855 - LIFE & DISABILITY INSURANCE	400	321	322	18	400		400	

Village of Grand Beach - Golf Fund
Budget
For The Year Ending October 31, 2024

	2021-2022		2022-2023		2023-2024		Proposed 2023-2024		Notes
	Budget	Actual	Budget	11/1/22-2/23/23	Budget	Village	Service	Total	
000.861 - PENSION	1,286	1,195	967	74	919	919	919	7.25%	
000.862 - FICA	4,737	4,531	4,237	213	4,506	4,506	4,506		
000.863 - MEDICARE	1,126	1,060	994	50	1,054	1,054	1,054		
000.865 - INSURANCE & BONDS	3,100	4,554	3,200	2,669	3,000	3,000	3,000		
000.866 - HOLIDAY, VACATION & SICK PAY	2,325	2,206	1,761	165	2,500	2,500	2,500		
000.867 - WORKMANS COMPENSATION	3,778	907	4,487	36	1,100	3,564	4,664		
000.873 - TRAVEL EXPENSE	500	349	500		500	500	500		
000.900 - PRINTING & PUBLISHING	900	876	2,000		2,000	2,000	2,000		Cart Numbers, Stickers, Envelopes, Score Cards
000.901 - MARKETING	1,006	712	1,300		900	500	1,400		Yellow Pages & Special Advertising
000.902 - PROFESSIONAL SERVICES	2,175	2,175	2,500	1,275	2,500	3,800	2,500		Audit & Attorney
000.920 - UTILITIES	4,100	3,384	3,900	564	3,800	3,800	3,800		
000.948 - FOOD & GOLF CONCESSION COST	16,100	15,455	14,000		16,500	16,500	16,500		
000.949 - CLOTHING CONCESSION COST	10,450	9,962	14,000		10,000	10,000	10,000		
000.950 - SCHOOLING									
000.955 - COST OF INVENTORY									
000.956 - MISCELLANEOUS	1,943	3,614	1,030		1,500	456	1,956		Mats
000.957 - BANK SERVICE CHARGE	25	15	100		100		100		
000.958 - INTEREST EXPENSE									
000.959 - DEPRECIATION EXPENSE	3,500	3,500	3,500		3,500		3,500		Estimate
000.960 - CREDIT CARD USE FEES	6,225	5,831	5,200	318	7,000		7,000		
000.965 - CASH - OVER & SHORT	100		100		100		100		
000.984 - LEASE - DRIVING RANGE									
000.985 - EQUIPMENT PURCHASES	24,308	23,916	23,300	2,285	44,000	700	44,700		BS&A Software, Sprayer \$17K & Articulator \$23K
000.986 - EQUIPMENT LEASE	29,708	22,377	29,300	757	21,000	8,800	29,800		20 Leased Golf Carts
000.987 - TREE - TRIMMING & LANDSCAPING	30,160	24,160	3,000	2,200	3,000	3,200	6,200		
000.988 - TEE REBUILD PROJECT									
000.989 - COURSE RENOVATION									
EXPENSES-GENERAL	417,027	404,630	379,099	45,364	220,298	197,712	418,010		
REVENUE OVER EXPENDITURES	(101,392)	(41,936)	(61,899)	(44,912)	133,102	(197,712)	(64,610)		
000.679 - TRANSFER FROM GENERAL FUND									
NET REVENUE AFTER TRANSFERS	(101,392)	(41,936)	(61,899)	(44,912)	133,102	(197,712)	(64,610)		
RETAINED EARNINGS BEGINNING OF YEAR	398,322	398,322	356,386	356,386	294,487	294,487	294,487		
RETAINED EARNINGS END OF YEAR	\$ 296,930	\$ 356,386	\$ 294,487	\$ 311,474	\$ 229,877	\$ 229,877	\$ 229,877		

VILLAGE OF GRAND BEACH

DRAFT BUDGET FOR YEAR ENDED OCTOBER 31, 2024

MAJOR STREET FUND

**Village of Grand Beach - Major Street Fund
Budget
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	NOTES
INCOME						
000.569 - STATE SHARED REVENUE	\$ 66,730	\$ 82,806	\$ 72,000	\$ 26,195	\$ 74,393	State's Estimate
000.570 - LRP FUNDS	1,200	1,458	1,300	450	1,300	
000.571 - STATE GRANTS - OTHER				-		
000.572 - SNOW FUNDS - MI						
000.574 - WINTER POTHOLE REPAIR FUNDS						
000.575 -STATE REVENUE METRO ACT	3,945	3,946				
000.589 - TRANSFER IN FROM CAPITAL PROJECTS						
000.664 - INTEREST EARNED	195	403	75	235	600	
000.679 - CONTRIBUTION FROM GENERAL FUND						
000.680 - TRANSFER FROM CAPITAL PROJECTS						
TOTAL INCOME	72,070	88,613	73,375	26,880	76,293	
ADMINISTRATIVE						
215.706 - WAGES - CLERICAL	1,012	879	887	209	800	
215.801 - PROFESSIONAL SERVICES	800	787	900	425	900	Audit
215.865 - INSURANCE AND BONDS	925	809	1,350	418	1,100	
800.956 - MISCELLANEOUS EXPENSE	2,000	1,978	2,200	3,312	3,500	Railroad Crossing Maintenance
TOTAL ADMINISTRATIVE	4,737	4,453	5,337	4,364	6,300	
EXPENDITURES - ROUTINE MAINTENANCE						
463.702 - WAGES - HEAD OF DEPARTMENT	533	523	471	269	485	
463.703 - WAGES - HEAD NON-MOTORIZED FACILITIES						
463.707 - WAGES- OTHER	5,315	4,804	5,600	2,791	5,768	
463.708 - WAGES - OTHER NON-MOTORIZED						
463.710 - FICA	504	435	510	222	500	
463.711- MEDICARE	158	102	115	52	117	
463.712 - PENSION	539	446	575	170	584	7.25%
463.713 - VACATION,HOLIDAY,SICK PAY	931	810	976	316	1,005	
463.782 - STREET SUPPLIES	3,100	2,935	4,800	2,033	4,000	Signs & Cold Patch
463.815 STREET PAVING - CONTRACTUAL						
463.818 - CONTRACTUAL SVS. -TREE TRIMMING	5,000	5,000	7,500		7,500	
463.852 - ROUTINE MAINT. - HEALTH INSURANCE	3,039	2,770	4,400	1,089	5,060	
463.855 - ROUTINE MAINT. LIFE & DISABILITY INSURANCE	130	108	200	40	150	
463.943 - EQUIPMENT RENTAL	5,950	4,613	6,500	2,530	6,500	
463.945 - NON-MOTORIZED FACILITIES	30,000					Sidewalk - Royal
TOTAL ROUTINE MAINTENANCE	55,199	22,546	31,647	9,512	31,669	
EXPENDITURES - WINTER MAINTENANCE						
478.702 - WINTER WAGES - HEAD OF DEPT.	1,539	1,536	1,683	130	1,733	
478.707 - WINTER WAGES - OTHER	3,186	3,180	4,705	1,300	4,846	
478.710 - WINTER - FICA	354	332	470	96	466	
478.711 - WINTER - MEDICARE	83	78	106	23	109	
478.712 - WINTER - PENSION	363	360	529	75	545	7.25%
478.713 - WINTER VACATION, HOLIDAY, SICK PAY	638	637	906	123	933	
478.782 - WINTER STREET SUPPLIES	3,425	3,400	4,500	2,189	4,500	
478.852 - WINTER MAINT. - HEALTH INSURANCE	2,171	2,169	4,026	451	4,600	
478.855 - ROUTINE MAINT. LIFE & DISABILITY INSURANCE	100	84	175	17	150	
478.943 - WINTER EQUIPMENT RENTAL	7,000	6,960	7,200	1,964	7,200	
TOTAL WINTER MAINTENANCE	18,859	18,736	24,300	6,368	25,081	
TOTAL EXPENDITURES	78,795	45,735	61,284	20,244	63,050	
REVENUE OVER EXPENDITURES	(6,725)	42,878	12,091	6,636	13,243	
FUND BALANCE BEG OF YEAR	169,589	169,589	212,467	212,467	224,558	
FUND BALANCE END OF YEAR	\$ 162,864	\$ 212,467	\$ 224,558	\$ 219,103	\$ 237,801	

VILLAGE OF GRAND BEACH

DRAFT BUDGET FOR YEAR ENDED OCTOBER 31, 2024

LOCAL STREET FUND

**Village of Grand Beach - Local Street Fund
Budget
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	NOTES
INCOME						
000.560 - OTHER - STATE GRANTS						
000.569 - STATE SHARED REVENUE	\$ 44,000	47,007	\$ 48,000	\$ 14,836	\$ 49,550	State's Estimate
000.570 - LRP FUNDS	850	827	800	255	850	
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	75	180	50	130	200	
000.678 - INTERFUND TRANSFER - MAJOR						
000.679 - CONTRIBUTIONS FROM GENERAL FUND						
000.680 - TRANSFER FROM CAPITAL PROJECTS						
TOTAL INCOME	44,925	48,014	48,850	15,221	50,600	
ADMINISTRATIVE						
215.706 - WAGES - CLERICAL	752	879	887	209	800	
215.801 - PROFESSIONAL SERVICES	900	787	900	425	900	Audit
215.865 - INSURANCE AND BONDS	900	784	1,350	357	1,100	
800.956 - MISCELLANEOUS EXPENSE						
TOTAL ADMINISTRATIVE	2,552	2,450	3,137	991	2,800	
EXPENDITURES - ROUTINE MAINTENANCE						
463.702 - WAGES - HEAD OF DEPARTMENT	458		471		485	
463.703 - WAGES - HEAD NON-MOTORIZED FACILITIES						
463.707 - WAGES - OTHERS	3,350	4,857	5,600	2,111	5,768	
463.708 - WAGES -OTHER NON-MOTORIZED FACILITIES						
463.710 - FICA	338	404	510	158	500	
463.711 - MEDICARE	79	94	115	37	117	
463.712 - PENSION	395	432	575	120	584	7.25%
463.713 - VACATION,HOLIDAY,SICK PAY	890	772	976	222	1,005	
463.782 - STREET SUPPLIES	1,700	793	3,200	290	2,500	Signs & Cold Patch
463.815 STREET PAVING - CONTRACTURAL						
463.816 - CONTRACTUAL SERVICES						
463.818 - CONTRACTUAL SVS. -TREE TRIMMING	4,000	3,650	7,500		7,500	
463.852 - ROUTINE MAINT. - HEALTH INSURANCE	2,109	2,766	4,400	796	5,060	
463.855 - ROUTINE LIFE & DISABILITY INSURANCE	100	107	200	28	230	
463.943 - EQUIPMENT RENTAL	4,500	4,089	5,500	1,697	5,500	
463.945 - NON MOTORIZED FACILITIES						
TOTAL ROUTINE MAINTENANCE	17,919	17,964	29,047	5,459	29,249	
EXPENDITURES - WINTER MAINTENANCE						
478.702 - WINTER WAGES - HEAD OF DEPT.	1,634	1,536	1,683	130	1,735	
478.707 - WINTER WAGES - OTHER	3,136	3,250	4,705	1,321	4,850	
478.710 - WINTER - FICA	355	336	470	98	466	
478.711 - WINTER - MEDICARE	83	79	106	23	109	
478.712 - WINTER PENSION	415	360	529	75	545	7.25%
478.713 - WINTER-VACATION, HOLIDAY, SICK PAY	950	638	906	123	933	
478.782 - WINTER - STREET SUPPLIES	3,000	2,267	3,600	1,459	3,600	Salt & Sand
478.852 - WINTER MAINT. - HEALTH INSURANCE	2,226	2,169	4,026	451	4,630	
478.855 - ROUTINE LIFE & DISABILITY INSURANCE	100	84	175	17	200	
478.943 - WINTER - EQUIPMENT RENTAL	7,000	6,960	7,000	1,964	7,000	
TOTAL WINTER MAINTENANCE	18,899	17,679	23,200	5,661	24,068	
TOTAL EXPENDITURES	39,370	38,093	55,384	12,111	56,117	
REVENUE OVER EXPENDITURES	5,555	9,921	(6,534)	3,110	(5,517)	
FUND BALANCE BEG OF YEAR	83,776	83,776	93,697	93,697	87,163	
FUND BALANCE END OF YEAR	\$ 89,331	\$ 93,697	\$ 87,163	\$ 96,807	\$ 81,646	

VILLAGE OF GRAND BEACH

DRAFT BUDGET FOR YEAR ENDED OCTOBER 31, 2024

BUILDING INSPECTION FUND

**Village of Grand Beach Building Inspection Fund
Budget
For the year ending October 31, 2024**

	2021-2022 Budget	2021-2022 Actual	2022-2023 Budget	2022-2023 11/1/22-2/23/23	2023-2024 Proposed	NOTES
Revenues:						
000.476 - BLDG & LIC PERMIT FEES	\$ 63,500	\$ 102,613	\$ 40,000	\$ 3,901	\$ 50,000	
000.477 - ELECTRICAL PERMIT FEES	5,000				-	
000.490 - INTEREST EARNED	300	303	150	163	300	
000.670 - MISCELLANEOUS INCOME						
TOTAL INCOME	68,800	102,916	40,150	4,064	50,300	
Expenditures:						
000.500 - BUILDING INSPECTOR - FEES	53,000	52,646	28,000	22,255	35,000	70% of Cost of Permits
000.510 - ELECTRICAL INSPECTOR - FEES	5,350	4,110	4,000		3,000	
000.520 - BUILDING RENT	10,000	10,000	10,000	2,500	10,000	
000.727 - OFFICE SUPPLIES	800	160	2,800	2,558	1,200	Code Books & Supplies
000.801 - PROFESSIONAL FEES	1,500	525	1,500	425	1,500	Legal & Audit
000.850 - TELEPHONE & INTERNET			500	40	600	Internet for iPad
000.865 - INSURANCE & BONDS	600	306	600	472	600	
000.873 - TRAVEL EXPENSE						
000.950 - SCHOOL & TRAINING	550	230	550		750	
000.985 - CAPITAL OUTLAY			2,400	2,285	3,850	BS&A Software
999.956 - MISCELLANEOUS			-			
TOTAL EXPENDITURES	71,800	67,977	50,350	30,535	56,500	
REVENUE OVER EXPENDITURES	(3,000)	34,939	(10,200)	(26,471)	(6,200)	
FUND BALANCE BEG OF YEAR	163,387	163,387	198,326	198,326	188,126	
FUND BALANCE END OF YEAR	\$ 160,387	\$ 198,326	\$ 188,126	\$ 171,855	\$ 181,926	

VILLAGE OF GRAND BEACH

BUDGET FOR YEAR ENDED OCTOBER 31, 2024

CAPITAL PROJECTS FUND

VILLAGE OF GRAND BEACH
Capital Projects Fund
For the year ending October 31, 2024

	Year ended 10/31/2023				Year ended 10/31/2024				Remaining Balance 10/31/2024
	Balance 11/1/2022	Budgeted Transfer	Available Balance	Budgeted Purchases	Available 11/1/2023	Budgeted Transfer	Budgeted Purchases	Budgeted Purchases	
	\$ 6,777		\$ 6,777	(3,777)	\$ 3,000	\$ 5,000	\$ (8,000)	\$ -	
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	21,331	1,050	22,381	(6,000)	16,381	1,100	(1,500)	15,981	
401.390.010 Office Equipment	16,000	2,000	18,000		18,000			18,000	
401.390.011 Codify Ordinances	5,000	15,000	20,000	(20,000)	0			0	
401.390.012 BS&A Municipal Software	82		82		82			82	
401.390.031 Police Taser Guns	5,321		5,321		5,321			5,321	
401.390.035 Police Radios	50,000		50,000		50,000	3,333		53,333	
401.390.036 Pickleball Courts	30,000		30,000		30,000	10,000		40,000	
401.390.037 Beach Viewing Platform	190,380	40,000	230,380		230,380	33,500		263,880	
401.390.050 Building Improvements	1,000		1,000		1,000			1,000	
401.390.055 Maint. Garage Radios & Equip	49,200	12,000	61,200		61,200			61,200	
401.390.056 Clubhouse Tables & Chairs	500		500		500			500	
401.390.058 Wood Chipper	750		750		750			750	
401.390.059 Park Fence	28,100	5,000	33,100		33,100	5,000		38,100	
401.390.060 Park Equipment		5,000				5,000		5,000	
401.390.061 Tree Program at Playground	16,000		16,000		16,000			16,000	
401.390.063 Tennis Court Fence	96,420	10,000	106,420	(25,000)	81,420	15,000	(60,000)	36,420	
401.390.065 Beach Capital Outlay	39,500	8,500	48,000		48,000	3,334		51,334	
401.390.066 Tennis Court Resurfacing	1,000		1,000		1,000	3,333		4,333	
401.390.067 Basketball & Volleyball Courts	46,000	20,000	66,000		66,000	1,000		67,000	
401.390.068 Remove Sheet Metal from Beach	9,272		9,272		9,272			9,272	
401.390.070 Contingencies	63,785		63,785	(53,000)	10,785	12,500		23,285	
401.390.080 Squad Car	2,000		2,000		2,000			2,000	
401.390.081 Police ATV									
401.390.085 Pick-Up Truck - Maintenance Dept.	26,596	3,000	29,596		29,596	15,000	(35,000)	15,000	
401.390.089 Backhoe	8,172	4,000	12,172		12,172	6,000		596	
401.390.090 Pick-Up Truck & Plow	26,685	6,000	32,685		32,685	5,000		17,172	
401.390.091 Dump/Plow Truck						7,000		39,685	
401.390.093 Beach Grooming Equipment	1,146	15,000	16,146		16,146	10,000		10,000	
401.390.096 Maint Equipment-Leaf Unit	18,085	100	18,185		18,185	10,000		26,146	
401.390.100 Salt Storage Building	66,830		66,830		66,830	1,000		19,185	
401.390.110 Casino Revenue Sharing for Paving	18,820		18,820		18,820			66,830	
401.390.111 Casino Revenue-No Specific Account	25,000		25,000		25,000			18,820	
401.390.115 Beaches - Matching Funds Grant	30,000		30,000		30,000			25,000	
401.390.120 Parks - Matching Funds Grant						5,000		30,000	
401.390.121 Grand Beach Nature Preserve								5,000	
TOTAL	\$ 918,452	\$ 146,650	\$ 1,060,102	\$ (107,777)	\$ 952,325	\$ 157,100	\$ (104,500)	\$ 1,004,925	

Budgeted to Spend - 2023-2024:

Street Signs	\$ 8,000
Office Equipment	1,500
Beach Stairs	60,000
Backhoe	35,000
Total	\$ 104,500

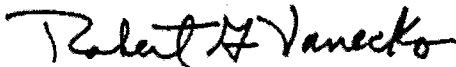
ROBERT G. VANECKO
50015 CALLA AVE.
GRAND BEACH MI 49117
312-961-4001

Grand Beach Village Council
48200 Perkins Blvd
Grand Beach MI 49117

Dear Council

I would like to request the use of the driveway on Jensen Court adjacent to my property referenced above for staging of contractor vehicles and equipment for construction of a pool on my property. The contractor is Bontrager Pools. Both of us will be happy to sign a hold harmless agreement related to this matter. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Robert G. Vanecko". The signature is written in a cursive style with a large initial 'R' and a stylized 'V'.

Robert G. Vanecko



ELD Construction LLC.
6986 W US Hwy 12
Three Oaks MI 49128

Phone 219.898.9995
eldconst@aol.com

PROPOSAL

JOB: Village of Grand Beach

Proposal for 16'x16' observation platform with arbor, ramp, and benches

1. Build one 16'x16' Observation platform exact replica of existing platform located on Lake Park Dr. Grand Beach with composite decking instead of pressure treated
2. Composite decking allowance of \$ 91.18 per 16' board \$ 3,830.00

Labor & Materials \$ 29,486.92

Eric L Derucki (Project Manager)

FOR THE SUM OF \$

NOTE: This Proposal may be withdrawn by us

\$ 29,486.92

Signature _____

Acceptance of this proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Please sign and copy will be provided.

Signature _____

Date _____

Conditions:

Any alteration or deviations from the above specifications involving extra cost greater than 10% of the total job cost will be executed only up on written orders and will become an extra charge over and above the sum mentioned in this contract.

JOHN YANZ

(269)-369-1988

harborcountrydevelopment@yahoo.com

Bob Dabbs
Village of Grand Beach
New Buffalo, MI 49117

SCOPE OF WORK:

Lake Park Dr. Easement

Concrete foundation 6'x 6' poured and finished
Build 16'x16' ft deck with 5/4 decking
2'x12' Deck framing
2- 16"x 11' flat benches
10'x13' Trellis
Handrails 2"x 6" with Spindles 2"x 2"
Build A.D.A. acceptable ramp access to sidewalk

Ramp built to code/ state standards

Replica/ to match Ely St. easement

Total cost with pressure treated lumber:

\$46,400.00

Total with composite decking:

\$52,200.00

Terms:

$\frac{3}{4}$ initial payment to start

$\frac{1}{4}$ at completion

Approximate start date June 5, 2023

Look forward to working with you soon,

John Yanz

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: MI - Michiana PD Legal Entity Name:	Contact Name: Ryan Layman
Address: 4000 Cherokee Dr New Buffalo, Michigan 49117	Phone: (269) 757-1458 E-Mail: rlayman@michianavillage.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - First Year Invoiced at Signing
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	1.00	\$350.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$3,000.00	1.00	\$3,000.00

Subtotal Year 1:	\$3,350.00
Subscription Term:	12 Months
Annual Recurring Total:	\$3,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$3,350.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: MI - Michiana PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. Fees. Agency shall pay the fees as set forth in the Order Form.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent,

(i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or

governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

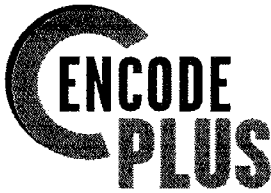
FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:



March 20, 2023

Ryan Layman
 Police Chief
 48200 Perkins Blvd.
 Grand Beach, MI 49117

Ryan:

I appreciate you reaching out to request a quote to custom design and build a uniquely branded site and to convert, codify, and host the Village Charter, Ordinances and Zoning Ordinance. I've also quoted various other ordinances located on the website (listed in Table 1 below), as well as the Parks and Recreation Master Plan and Grand Beach Master Plan. This quote includes:

- Design and build of a **custom-branded site** interface and page styling;
- Migration of the above documents into an **interactive online format** with the functionalities and features described below;
- Guaranteed **10-day codification** including an auto-generated history table with hyperlinks to the applicable amendments and ordinance sections;
- **Ready-to-print digital supplements**;
- **Auto email notification** of published amendments to subscribers;
- **Site concierge** designed to aid site navigation;
- An **all-inclusive annual fee** consistent of hosting, maintenance and codification services¹; and
- Optionally, **administrative access** to a Word-like editor for use in drafting, commenting, exporting and self-publishing ordinances;

This cloud-based platform is unlike any other in that it provides functionality well beyond its competitors.

Feature	enCodePlus	Other Codifiers
Archive by date	✓	○
Auto email notice	✓	○
Collaborative drafting/editing	✓	○
Custom branding	✓	○
Custom indexing	✓	○
Design guidelines/form-based codes	✓	○
In-line tables/graphics, no charge	✓	○
In-state legal review	✓	○
GIS map/data integration	✓	○
Ordinance access	✓	○
Page styling	✓	○

¹ Annual codification fees are based on the average number of ordinance pages over the previous three-year period, adjusted annually.

Feature	enCodePlus	Other Codifiers
Pop-up definitions	✓	0
Self-publishing	✓	0
Site concierge	✓	0
Zoning tools	✓	0

Features that are standard include:

- Auto-numbering and tracking;
- Cloud hosting / file storage;
- Collaborative drafting/editing;
- Commenting;
- Custom text styling;
- Design templates;
- Dynamic tables;
- Google Analytics;
- Graphics organizer;
- In-line tables and graphics;
- Internal/external hyperlinking;
- Mega menus;
- Microsoft Word exporter (high-fidelity);
- Mobile device access;
- PDF generator;
- Pop-up definitions;
- Ready to print;
- Real-time publishing;
- Social media links;
- Secure SSL certificate;
- User guides and tutorials;
- Version management;
- Watermark export; and
- Web content accessibility compliance.

Standard site contents include:

- Welcome message or video²;
- Dropdown menu and tabs with quick-reference tables;
- Archive search by ordinance and date³;
- Cloud library for storage, research and recall of ordinances, resolutions and other documents;
- Expanded menu including:
 - How Do I²;
 - Frequently Asked Questions (FAQs)²;
 - Links to selected titles, chapters and sections or other documents;
 - Boolean search with best bet tags; and
 - An eReader of the Village Charter and Ordinances⁴.

Premium features include:

- Custom indexing to assemble related provisions into a printable, exportable, and shareable document;
- ArcGIS Online 3D map with address and parcel queries;
- Find my zoning;
- Land use lookup;
- Calculators (bufferyards, dwellings units, floor area, parking, signage, landscaping, fees); and
- Application management and tracking.

² Content provided by the client.

³ Historical archiving/codification is available back to a specified date in history.

⁴ Updated once annually at no additional cost; \$350 intermittently.

Table 1 - Pricing for Premium Features

STANDARD FEATURES <small>Included at no extra cost</small>	PREMIUM FEATURES	FEE	
		One-Time Build	Annual Maintenance
Adobe PDF Generator	AppTrak+	\$ 8,500	\$ -
Auto-Numbering / Tracking	Archiving	\$ 1,000	\$ -
Boolean Search	Certification Training (3-day)	\$ 3,500	\$ -
Cloud Hosting / File Storage	Custom Site Design	\$ 2,500	\$ -
Codification Tool	Project Website ³	\$ 1,875	\$ -
Collaborative Drafting			
Commenting	Calendars		
Content Management	Bufferyards	\$ 2,750	\$ -
CSS Stylesheet	Development Yield	\$ 2,750	\$ -
Design Templates	Fees	\$ 2,750	\$ -
Document Management	Floor Area Ratio (FAR)	\$ 2,750	\$ -
Dynamic Tables	Landscaping/Screening	\$ 2,750	\$ -
Email Notification	Land Use Lookup (GIS Feature) *	\$ 3,500	\$ 750
FAQ	Parking	\$ 2,750	\$ -
Google Analytics ¹	Shared Parking	\$ 2,750	\$ -
Graphics Manager	Signage	\$ 2,750	\$ -
Hosting (MS Azure)	Zoning Summary (GIS Feature) *	\$ 4,000	\$ 750
In-Line Graphics and Tables			
Internal / External Hyperlinking	Integrated GIS Packages/Tools		
Mega Menus	GeoLocator	\$ 4,500	\$ 5,750
Microsoft Word Exporter	GeoComment	\$ 1,500	\$ -
Mobile Device Access	GeoZone 3D ⁶	\$ 5,000	\$ 7,200
My Favorites	- Parcel Summary Tool	\$ 2,000	\$ 750
Page Numbering	- DIY Smart Search	\$ 2,500	\$ 1,200
Pop-Up Definitions	GIS Bundle (Discounted)	\$ 7,500	\$ 8,500
Print	ArcGIS Urban ⁷	by quote	\$ -
Real-Time Web Publishing	ArcGIS Hub	\$ 9,000	\$ -
Social Media Links			
Secure SSL Certificate	Navigation Features		
Technical Support	Custom Indexing	\$ 3,500	\$ -
Template Design	Interactive Summary	\$ 9,000	\$ 750
Track-Change Editing	Site Navigator	\$ 4,500	\$ 750
Training, Getting Started			
User Guide and Tutorials	Annual Subscriptions		
Version Management	Cloud Library	\$ 750	\$ 750
Video Animation ²	Definition Library	\$ 750	\$ 750
Watermark Export	eReader	\$ 750	\$ 750
Web Content Accessibility Compliance	Escrow	\$ 750	\$ 750
	Ordinance Assistant	\$ 750	\$ 750
	Ordinances		
	Recodification	\$ -	\$ --
	Legal Compliance Review	\$ -	\$ --
ONE-TIME BUILD			Line Item Pricing
Charter	\$ 100	One-Time Build	\$ 6,900
Ordinances	\$ 5,000	One-Time Upgrades	\$ -
Zoning Ordinance	\$ 1,400		
Zoning Amendments	\$ 400	Build Subtotal	\$ 6,900
Subtotal	\$ 6,900	Annual License ¹⁰	\$ 1,500
Optional		Annual Maintenance	\$ -
Short Term Rental Ordinance	\$ 100		
Anti-Noise and Public Nuisance	\$ 100	Annual Subtotal	\$ 1,500
Fireworks Ordinance	\$ 100		
Parks and Recreation Plan	\$ 1,900		
Plan Commission By-Laws	\$ 300		
Grand Beach Master Plan	\$ 1,600		
Subtotal	\$ 4,100		
		TOTAL \$	8,400

Pricing

The above table breaks out the pricing as follows:

One-Time Build of Village Charter, Ordinances and Zoning Ordinance	\$6,900
<u>Annual License (includes codification of up to 20 pages annually)</u>	<u>\$1,500</u>
TOTAL	\$8,400

Optional One-Time Build (documents listed in table above)	\$4,100
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The Premium Features listed in the table principally include zoning-related tools. If you would like more information, I will be pleased to provide a demonstration.

Next Steps

The Village Charter and Ordinances may be converted from MS Word, convertible Adobe PDFs, or paper copy and migrated to a web-based format. This process occurs in a stepwise, quality-controlled manner, as follows:

1. *One-Time Build.* Convert, customize, and deliver the documents in an interactive online format.
 - a. The required information is requested, including the most recent and up-to-date versions of the documents, together with a logo, color palette, font types, and photos for the home page.
 - b. The build includes a choice of site templates (or a custom site design), stylesheet, and inclusion of the standard features. Manual entry of uncommon popup definitions and hyperlinks and numbering are the responsibility of the client or may be completed by enCodePlus staff on an hourly rate basis.
 - c. A draft site is completed and delivered for review and comment. One set of final comments are required from the client within 10 business days from the date of delivery.
 - d. If the Village opts for Administrator Access, introductory training is provided via videoconference. On-site or virtual training is available.
2. *Addition of Premium Features.* The build of the selected premium features is initiated simultaneous with the document migration. The timing of their delivery depends on the number and complexity of features chosen.
3. *Invoicing and Payment.* Invoices for the one-time build are issued at the outset (65 percent), and at draft (25 percent) and final (10 percent) delivery. The annual license fee is paid together with the first invoice. Payment must be received prior to initiation of the build, and within 10 days from the dates of draft and final delivery. The site will "go live" upon receipt of final payment. Late payment penalties apply.

Thank you for the opportunity to provide this proposal for the most feature-rich code software technology platform available for code codification, interactive display, and web-publishing. If you have any questions, please call or email me at 281.302.5847 or bret@enCodePlus.com.

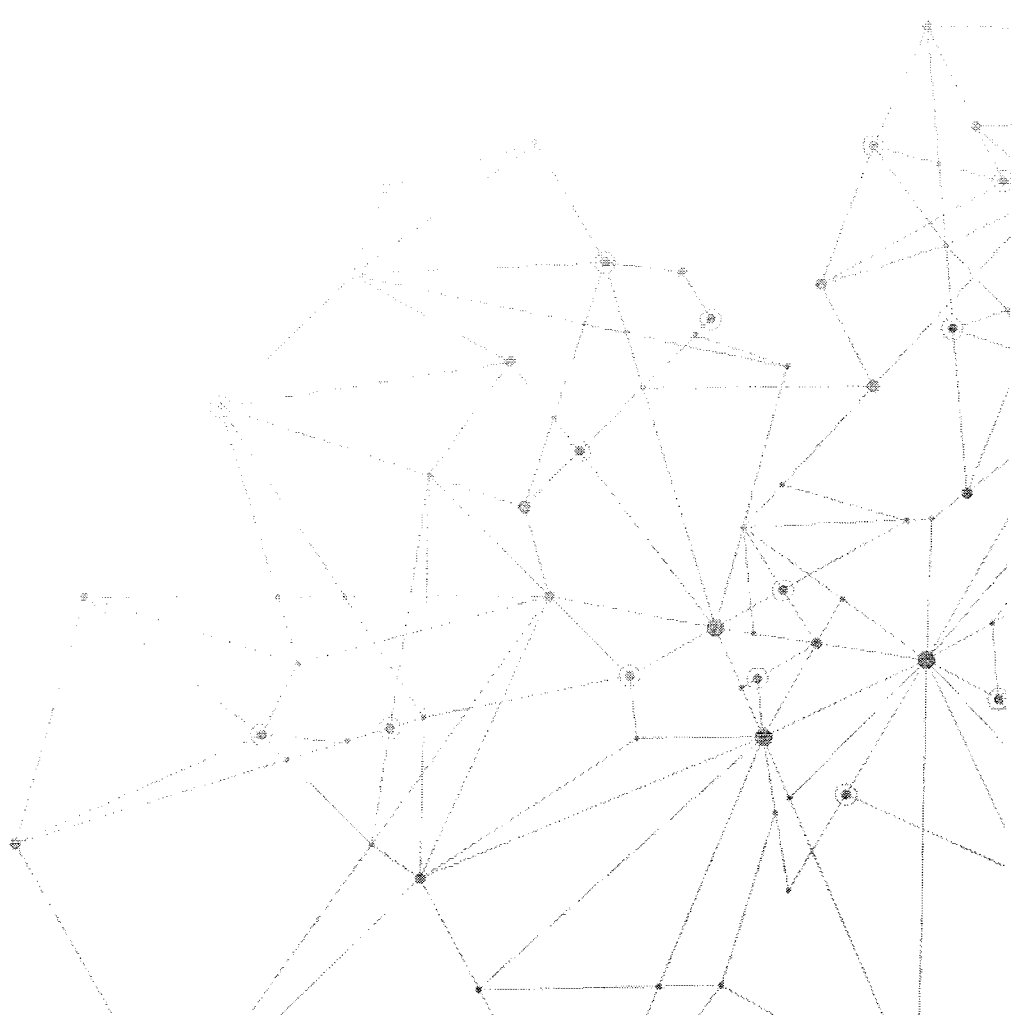
Ryan Laymen
Page 5

I look forward to hearing from you soon. Thank you.

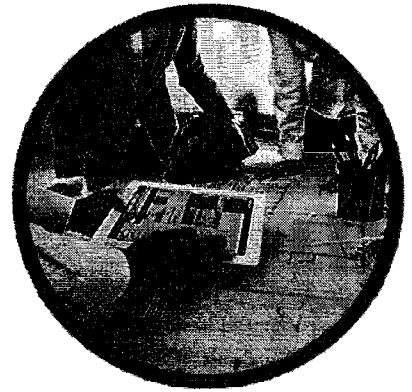
Respectfully,

A handwritten signature in black ink that reads "Bret C. Keast". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Bret C. Keast, AICP, CEO
enCodePlus, LLC



GENERAL[®] CODE



Proposal for Codification Services

PREPARED FOR:

Village of Grand Beach, Michigan

PREPARED BY:

JUSTIN OLSON

CODIFICATION ACCOUNT MANAGER

jolson@generalcode.com

800.836.8834

DATE:

February 21, 2023
(Valid for six months)

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Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the Village of Grand Beach's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the Village achieve its goals.

Situation Analysis

The Village of Grand Beach's Code was originally codified in 2010, and it was last updated in 2023. As a result, the Code may contain inconsistencies, errors and outdated information that could potentially affect the Code's enforceability and alignment with relevant Michigan statutes.

It is our understanding that the Village would like a complete recodification, including a comprehensive review and update of the 2010 Code, to include all legislation of a general and permanent nature to February 21, 2023. This process would ensure that legislation is up-to-date and is in line with Michigan statutes and the current needs of your constituents, in addition to making the overall Code consistent in organization, format, style, and content.

The Village would also like to provide access to the Code and make it easier for constituents and staff to find information by implementing a fully searchable online version of its Code, housed on our unparalleled *eCode360* platform.

Our Solution

Our comprehensive codification solution for Grand Beach includes:

- > **Create an Updated Code**
General Code® will provide the Village with an updated Code that is clear and easy for your community to access and use.
- > **An Editorial and Legal Analysis**
This process will identify conflicts, redundancies and inconsistencies in the Code and enable you to incorporate the necessary revisions to ensure that your Code is enforceable and fully complies with Michigan statutes.
- > **An online Code housed on our innovative *eCode360* platform**
Created for a variety of users, *eCode360* makes the complete current text of your Code available online in a format that is easy for your community to use and is fully searchable.
- > **3 custom printed Code books, with an option for additional printed volumes**
We will provide you with 3 fully customized print copies of your new Code, with additional copies as requested.

Solution Benefits

A comprehensive codification solution from *General Code* will:

1. Deliver a Code that is always accessible to the public and up-to-date
2. Help you keep Grand Beach's Code enforceable
3. Improve transparency with constituents

4. Save Grand Beach's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date and understandable format
2. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials
3. **Planners/Developers**—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives
4. **Attorneys**—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities have passed

Grand Beach's Investment

The price of *General Code's* recommended solution will be \$9,995.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 12.

General Code, America's Next Generation Codifier

When local governments and constituents work well together, shared ideas and diverse talents can be focused where they need to be – on the community's common interests and vision for the future. At *General Code*, we focus on simplifying the ways that local governments and their constituents find, access, and share information by innovating forward-thinking technologies and processes. By intelligently connecting vital code information in a digital environment, communities can work better together to more effectively overcome challenges and create opportunities for growth. From online municipal codes to interactive zoning maps, it is our goal to empower everyone in our client communities to rise, transform, and thrive.

We would be proud to partner with your community, too.

Our Experience

For 60 years, *General Code* has worked with more than 3,800 communities to build, maintain, and publish Codes that are clear, accessible, and easy-to-use. We have assembled a staff of highly trained project managers, editorial assistants, attorneys, legal editors, production staff, account managers, training specialists, service representatives, and software engineers that have unique expertise in codification. With backgrounds in municipal law and local government and an average of 17 years of hands-on experience working with municipalities, every segment of our team is uniquely qualified to partner with your community.

A Member of the ICC Family of Solutions

The International Code Council is the leading global source of model codes and standards and building safety solutions. Code Council codes, standards and solutions are used to ensure safe, affordable and sustainable communities and buildings worldwide.

General Code's partnership with ICC strategically aligns our companies' like-minded missions, values and long-standing commitment to building strong partnerships with local governments. It also gives *General Code* even greater capacity to build on our portfolio of municipality-focused solutions by tapping into the expanded resources and global reach of ICC.

Our Technical Focus

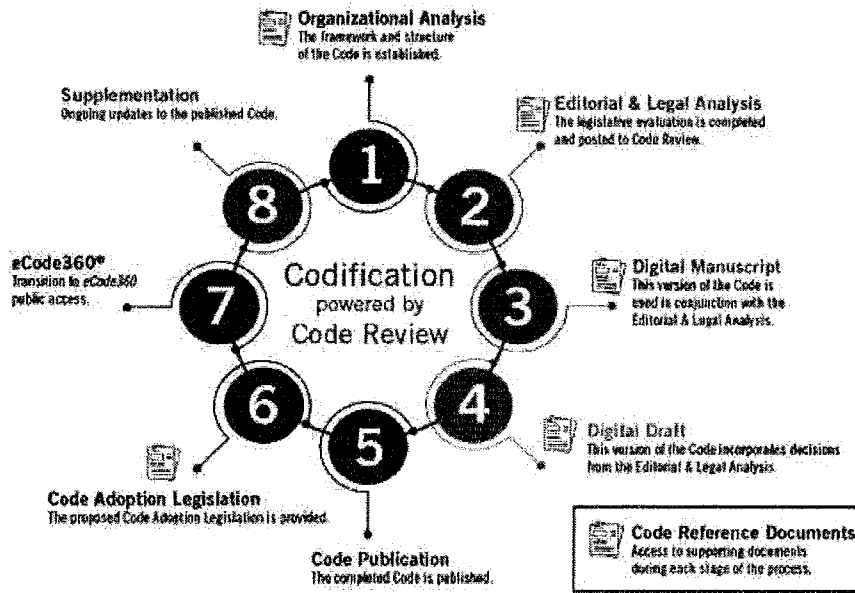
Technology has changed your community's expectations about accessing and interacting with complex Code information. Therefore, we handle Code information differently. With *General Code*, your Code is more than just static text; using our proprietary publishing system, we store your Code as dynamic data, making it easy to update and present in multiple ways that meet your staff's and community's needs. Using the data from your Code as a basis, *General Code* provides an ever-expanding suite of seamless solutions that save time and simplify how you serve your community.

Our Process

General Code's process workflow is highly collaborative, allowing you to engage with a Code consultant at every key stage of the codification process. We guide you through each phase of the process to keep you informed and help the project stay on track. Our Code consultants are invested in working with local governments and strive to ensure that your Code improves transparency within your community while accurately reflecting your laws.

The *General Code* Recommended Solution and Process

General Code's Approach to Codification



Codification Powered by Code Review brings your code project to life during the milestones of your project. Code Review is a revolutionary legal review platform, shared interactively between the *General Code* project team and your review committee, that guides you through the stages of your Codification project.

Code Review, a secure, searchable platform, gives your codification stakeholders the ability to manage milestones, share and assign questions, and expedite the decision-making process. With digital access to all your relevant project documentation throughout the project, including the analysis, drafts and reference documents, our technology eliminates the need for paper reports, printed legal memorandums or Legal Workbooks.

Codification Powered by Code Review is a collaborative process that will guide you through each project stage. We will prepare your Organizational Analysis, evaluate your legislation, prepare the Editorial and Legal Analysis, and create your Digital Manuscript, so that you can easily access the project documents and make decisions.

This streamlined process allows users to collaborate, annotate, print and share comments among all committee members, while staying connected with your *General Code* Legal Editor. It also will provide, as the project moves forward, a record or memorandum of the changes to be made, as users agree upon and make those decisions.

So how does it work?

When the Digital Manuscript and Editorial and Legal Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a secure link to the online version of your in-process Code. We will facilitate a dedicated e-Learning workshop for your

municipal officials, led by our *General Code* training specialist, to guide you through the features and functionality of the platform. *Codification Powered by Code Review* will include these supporting documents as the project progresses through the codification stages:

- > Code Project Contract
- > Code Project Guidelines
- > Organizational Analysis
- > Digital Manuscript
- > Editorial and Legal Analysis
- > Record of any changes to be made
- > Code Adoption Ordinance
- > Disposition List
- > Digital Drafts of your Code

Upon completion of the codification project and adoption of your new Code, the Code will seamlessly transition from the private *Code Review* platform to your public *eCode360* site and will house the adopted version of your Code, which is available to the public.

Below is an outline of the process for completing your recodification project.

Project Launch

General Code will consult with Grand Beach's designated contact person to review the project generally and to clarify any initial questions for both *General Code* and the Village. To begin the project, the Village and *General Code* shall confirm the source materials for the project. For more detail, see the source materials listed on page 11.

Organizational Analysis with Reorganization and Renumbering of the Code

We will prepare an Organizational Analysis of your legislation for the Village to review, which will include a proposed Table of Contents of the reorganized and renumbered Code for the Village to approve as well a listing of legislation reviewed, along with questions about any missing material and adoption dates as well as any other questions pertaining to the completeness of materials being reviewed. The Village will review the Organizational Analysis and make whatever changes it feels are necessary. An editor will incorporate the feedback received into the project and move forward to prepare the Manuscript and the Editorial and Legal Analysis.

Editorial and Legal Analysis with Manuscript

As needed, we will prepare a Manuscript using the materials provided by the Village. The Manuscript organizes your legislation into a logical system of chapters arranged alphabetically by subject matter. At this step we will incorporate amendments into the Manuscript, noting repealed or superseded material. The resulting Manuscript will show exactly the legislation that is currently in effect.

To accompany your Manuscript, we will prepare an Editorial and Legal Analysis for your review. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be presented in a progressive format with option sets to guide the user in the decision-making process. Village officials, including the Village Attorney, will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Legal Analysis will include the following:

- Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- Identification of duplications, conflicts and inconsistencies with Michigan statutes
- Any practical recommendations to make your legislation more enforceable
- Suggestions regarding fines, fees and penalties
- Suggestions on ways to modernize your legislation

Your Responsibilities

The Village will review the Editorial and Legal Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the Village officials and the Village Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.

Code Review

Code Review is a searchable online repository that houses your Code Manuscript and Editorial and Legal Analysis during the review stages of the codification process. When the Manuscript and Editorial and Legal Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a link to a secure online version of your in-process Code and the supporting documents, which could include the Code Project Contract, Organizational Analysis, Code Adoption Information, and Disposition List. *Code Review* allows users to reference and search relevant Code sections online as you answer questions and work through conflicts, duplications and inconsistencies within your Code. As the project continues, additional secure drafts will be available on your *Code Review* site, making the review process easy and clear. Upon completion of the project, your *Code Review* site will be replaced by your *eCode360* site and will house the adopted version of your Code, which will be made available to the public. The posting of *Code Review* is considered the first posting of *eCode360*.

Final Editing of the Manuscript and Submission of the Draft

Once the Editorial and Legal Analysis is returned, an editor will begin the final editing process. During this time, we will:

- Edit the text to incorporate any revisions and additions previously approved in the Editorial and Legal Analysis phase
- Update the Table of Contents listing all chapters and articles included in the Code, as applicable

- > Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
- > Proofread all copy to correct typographical and spelling errors

Using *Code Review*, *General Code* will submit a Draft of the Code for final review by the Village. With the submission of the Draft, the editorial work on your project will be completed; therefore, if the Village requires any additional changes, further charges will apply.

Prepare Final Deliverables

Upon approval to proceed with the publication of your Code, we will prepare the following final deliverables:

- > **A Comprehensive Index**
We will provide you with an index that is designed to let you quickly and easily locate information in the Code.
- > **A Disposition List**
Your Code will include a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.
- > **A Derivation Table**
Because we will renumber and reorganize Grand Beach's Code using our standard format, to ease the transition to the new numbering system, we will prepare a Derivation Table. This table will be included at the end of the published Code and will clearly show the chapter numbers from the Village's 2010 Code and where they have been included in the new Code.
- > **Code Adoption Legislation**
We will prepare adoption legislation for the proposed Code and give it to the Village Attorney for review and enactment by the governing body. The Code should be adopted as soon as possible to formally enact the many revisions authorized by the Village and establish the Code as the permanent enforceable system of law in the Village. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Publish a Secure Online Code with eCode360

Once the final deliverables have been prepared, *General Code* will make your *eCode360* site available to the public. *eCode360* is a secure, reliable online platform created specifically to house codified laws and municipal documents. Built with a variety of user needs in mind, *eCode360* will provide Grand Beach's staff, citizens and businesses with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

eCode360 Benefits:

A centralized solution—laws, regulations and related documents are integrated into a dynamic, centralized resource

Simple to use—*eCode360* is easy and intuitive and offers powerful time-saving features

Always up-to-date—We will update your *eCode360* site with each supplement to your Code

A trusted, “go-to” resource—Empower staff to answer questions with clarity and confidence

Always evolving—We consistently release innovative functionality based on communities' needs

eCode360 Service Level included in this Project: **Premium**

	eCode360 Lite	Standard eCode360	Premium eCode360
Annual Maintenance Fee	\$695	\$995	\$1,195
New Laws	X	X	X
Easy and Flexible Searching	X	X	X
Dynamic Table of Contents	X	X	X
Email or Share Links	X	X	X
Printing	X	X	X
Bookmarking Searches	X	X	X
Archive View	X	X	X
"Sticky" Table Headers	X	X	X
Administrative Tools	X	X	X
Translate	X	X	X
eCode360 Search App	X	X	X
Linked New Laws		X	X
Public and Private Notes		X	X
Sample Legislation (Multicode Search)		X	X
Download to Word		X	X
Download to PDF			X
New Laws Indicator			X
Advanced Search			X
Customizable Titles			X
eAlert			X
Public Documents Module			X

For more information about *eCode360* and the service levels we offer, see page 17.

Publish a Custom Printed Code

General Code will publish 3 printed copies of your Code in high-quality, custom-imprinted post binders. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

General Code lets you customize the look of your final printed Code binder, including the color of your binder (blue, dark red, green, brown, black or gray) and the color of the silk-screen lettering on the binder cover (white, silver or gold). We can also include the Village's Seal on the front and spine for added impact at no additional charge. Each copy of the Code will include a set of 15 tab dividers for individual customization and will also be serial-numbered for easy identification.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the Village keeps the Code up-to-date after

initial publication. *General Code's* supplementation services are designed to make the process easy, fast and accurate.

For more information about *General Code's* Supplementation Services, see page 24.

Project Materials

Source Materials

The Village of Grand Beach has provided *General Code* with the following documents, which will be used as the source materials for the recodification project:

- > A copy of the Village's 2010 Code, as updated to Ordinance No. 2023-105

Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Grand Beach set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

Investment Details and Options

Codification Project Price

\$9,995

Services included with the codification project:

- > Project Launch
- > Creation of a New Code, with Project Scope Including Legislation to February 21, 2023
- > Editorial Work
- > Proofreading
- > Shipping

Code Review deliverables:

- > Organizational Analysis
- > Editorial and Legal Analysis
- > Manuscript
- > Draft
- > Comprehensive Index
- > Disposition List
- > Code Adoption Legislation
- > Derivation Table

Final deliverables included with the codification project:

- > Premium eCode360
- > eCode360 Search App
- > Publication of 3 Code Volumes in Standard Imprinted Post Binders
 - o Customizable Tabs
- > Code Adoption Legislation

Administrative Fees

\$0

General Code does not charge administrative fees; you will only pay for products and services you actually use

Optional Components

Estimated Price to Implement Gender-Neutral Language in Code

\$271

A *General Code* Editor will assess your goals and work with you to develop a strategy to make your Code language gender neutral and more inclusive. Typical solutions include direct pronoun replacement. Solutions that are more complex, such as an analysis of gendered terms in your Code or the re-writing of Code text to eliminate the use of pronouns, may be deemed outside of the scope of this project. An estimate for any additional charges will be provided upon request.

eCode360 options

The following is available to you at an additional charge:

- \$ (500) Substitute eCode360 Lite instead of Premium eCode360
 Annual Maintenance: \$695

- \$ (200) Substitute Standard eCode360 instead of Premium eCode360
 Annual Maintenance: \$995

Please note: Code books in addition to the 3 Code books included in the Codification Project Price may be ordered through the publication date of your Code. Pricing is available upon request.

Ongoing Services

Premium eCode360 Annual Maintenance

\$1,195

The maintenance fee is an annual recurring flat fee that begins one year from the initial posting of eCode360. Therefore, we recommend that the Village budget for this service each year. The fee covers annual licensing, web hosting, posting of new legislation between regular Code supplements and the PubDocs Module. Please note that this does not include the cost for codifying new legislation.

Future Supplementation Services

General Code will provide supplementation services at a rate of \$20.00 per page for a period of three years from date of publication.

Tables Graphics and Charts \$10.00 per change

Thereafter, fees may be increased annually consistent with the Producer Price Index for Publishing Industries, published by the U.S. Dept. of Labor.

Performance and Payment Schedule

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of total project price due
Submission of the Organizational Analysis	Within 80 days of contract signing and receipt of the materials; the Village has 30 days for review	20% of total project price due
Submission of the Editorial and Legal Analysis with Manuscript	Within 180 days of receipt of the responses to the Organizational Analysis; the Village has 100 days for review	30% of total project price due
Submission of Draft	Within 145 days of receipt of responses to the Editorial and Legal Analysis; the Village has 45 days to review	20% of total project price due
Delivery of the Code	Within 40 days of approval to proceed with the publication of the Code	Balance of total project price due

Performance schedule reflects only business days excluding legal holidays.

Authorization and Agreement

The Village of Grand Beach, Recodification, February 21, 2023

Codification Project Price **\$9,995**

Optional Components

- ___ Substitute *eCode360* Lite instead of Premium *eCode360* \$(500)
Annual Maintenance: \$695
- ___ Substitute Standard *eCode360* instead of Premium *eCode360* \$(200)
Annual Maintenance: \$995
- ___ Estimated Cost to Implement Gender-Neutral Language in Code \$271

Total Investment

Including all of the options selected above, the total project price will be: \$

The Village of Grand Beach, Michigan, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

Village of Grand Beach, Berrien County, Michigan

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Grand Beach for its records.

Scan and email the completed form to contracts@generalcode.com. You may also fax the completed form to General Code at (585) 328-8189 or return it by mail to *General Code*, 781 Elmgrove Road, Rochester, NY 14624.

Appendix

Michigan Communities We Serve

For more than a half century, we have had the pleasure of forming long-term, collaborative working relationships with municipalities of all types and sizes across the country. Below are some of the municipalities in Michigan that have trusted *General Code* to codify their laws:

Berrien County

Charter Township of
Watervliet
City of Bridgman
City of New Buffalo
Three Oaks Township
Township of Buchanan
Village of Baroda
Village of Michiana
Village of Stevensville

Cass County

Village of Cassopolis

Van Buren County

Township of Lawrence
Township of Paw Paw

Kalamazoo County

City of Kalamazoo
Village of Richland
Village of Vicksburg

Ottawa County

City of Holland
Township of Park
Village of Spring Lake

eCode360 Platform

Our eCode360 platform is designed specifically to house codified laws and municipal information. eCode360's intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction.

Simple for Everyone

eCode360 offers a user experience that's simple and intuitive. Our easy-to-use, uncluttered interface allows users to access, search and share Code sections with incredible speed and precision on desktop and mobile devices. It provides the power to communicate information to everyone in your municipality like never before.

24/7/365 Access and Security

General Code supports your community through technologies that transform your users' experience and empower your community to access, navigate and share your Code in exciting new ways. Our eCode360 platform was designed by our own in-house team of software engineers, experts who understand the importance and value of simplifying how you access and use your Code, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%. eCode360 is available 24/7, 365 days a year.

eCode360 is hosted on Amazon Web Services (AWS)'s EC2, which has an uptime guarantee of 99.99%. Our servers are backed up using IT industry best practices, taking advantage of multiple redundancies and regions within AWS. In addition to a robust disaster recovery plan, we have taken steps to avoid disaster by building eCode360 from the ground up to be secure and scalable. The system is designed and engineered to minimize the possibility of intrusion and uses multiple leading-edge technologies to harden and secure the service.

eCode360 is our proprietary platform, and does not require any Folio installation or licenses.

Maintenance and Updates

eCode360 is maintenance-free for our users. General Code employs a team of software developers, web application developers and system administrators who maintain and update the platform to give you an intuitive and seamless experience with your Code. Our most recent enhancements can be found at <https://www.generalcode.com/happyecode/>.

Free Introductory eCode Webinar for Municipal Staff

Our introductory eCode webinar lets you work online with an experienced Training Specialist who can demonstrate eCode360's powerful tools and offer step-by-step guidance to help you use the Code. A great resource for municipal employees who want to help their constituents!

“Multi-purpose” your Code Content—and better serve your community.

Give departments and individuals within your municipality the ability to view and use the specific Code information they need—when they need it. With eCode360 Content Export, we export your Code's content to an Excel or CSV file. From there, the file can be imported into systems other departments are already using where information from your Code can be quickly viewed and used. This saves others—especially staff who serve the public in the field—the time and effort of searching the entire Code manually to find the particular section they need. For more information about our Content Export services, please contact us at sales@generalcode.com.

eCode360 Service Levels

eCode360 Lite includes the following features:	
New Laws	Between regular Code supplements, <i>General Code</i> will temporarily post PDF copies of new legislation to your online Code
Custom Settings for Admin Users	Control the look of your eCode360 by selecting custom colors and accents, and uploading a custom banner or photo
Easy and Flexible Searching	Search by key words, phrases, section numbers and more
Electronic Index	A comprehensive list of key words and phrases to speed searching
Dynamic Table of Contents	Users can find the information they need and see their current location with a table of contents that moves as users browse
Email or Share Links	Email a link to a specific Code section or share via social media
Printing	Print with user-friendly functionality and a variety of user options
Bookmarking Searches	Save "favorites" to quickly return to sections of the Code
Archive View	View a permanent archive of your Code, updated with each supplement
"Sticky" Table Headers	Table headers remain stationary as you scroll
Translate	Users can view your Code in more than 100 additional languages
eCode360 Search App	Use your mobile device to search your Code
Standard eCode360 includes all of the above Lite features plus:	
Linked New Laws	As new legislation is posted, we will add links from the New Laws section of eCode360 to the affected Code chapters or articles
Public and Private Notes	Create personalized links and annotations within the Code
Multicode Search	Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research
Download to Word	Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation
Premium eCode360 includes all of the above Lite and Standard features plus:	
Download to PDF	Public users can directly download Code text to a PDF document
New Laws Indicator	Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation
Advanced Search	Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information
Customizable Titles	Administrative users can add customized titles and comments to your legislation in New Laws
eAlert	Public users can sign up to receive notifications of changes in the Code
PubDocs Module	Post non-Code documents along with your online Code

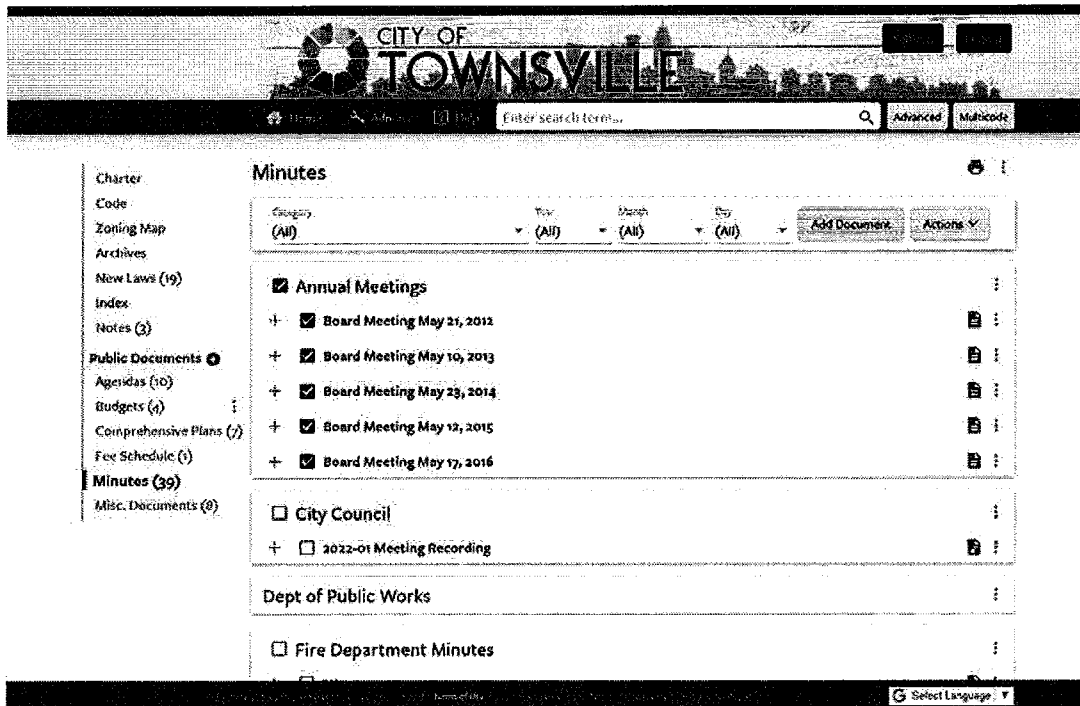
The new version of PubDocs™ is here and ready for you to use NOW!

Put more power behind your public documents: With a new look, features and functionality, our newest version of *PubDocs* elevates access, control, and transparency to new levels, so you can do more with your public documents than ever before.

More of what you asked for, for more control of your documents: Our latest *PubDocs* enhancements are the direct result of comments and suggestions from valued customers like you. We think you will like what you see!

- **Add or change the name of document types** – For example, you can change “minutes” to “meeting packets” – whatever titles work best for you. Or add new document categories, such as “Fee Schedule.”
- **Move or delete multiple documents quickly and efficiently** – There's no need to work with one document at a time.
- **Post an expanded variety of file formats and documents** – Now including audio files, audio and video links, and PowerPoint files.
- **Sort search results more efficiently** – Arrange results by ascending or descending dates.
- **Unlimited document uploads** – Now without file size limits

Our new *PubDocs* enhancements are available for you, the eCode360 user, to use NOW!



The screenshot displays the City of Townsville eCode360 PubDocs interface. At the top, there is a header with the city logo and name, and a search bar with "Enter search terms...". Below the header, a sidebar on the left lists various document categories: Charter, Code, Zoning Map, Archives, New Laws (19), Index, Notes (2), Public Documents (39), Agendas (10), Budgets (4), Comprehensive Plans (2), Fee Schedule (1), Minutes (39), and Misc. Documents (8). The main content area is titled "Minutes" and features a filter bar with dropdown menus for "Category" (All), "Year" (All), "Month" (All), and "Day" (All). There are "Add Document" and "Actions" buttons. The list of documents includes:

- Annual Meetings
 - + Board Meeting May 21, 2012
 - + Board Meeting May 10, 2013
 - + Board Meeting May 23, 2014
 - + Board Meeting May 12, 2015
 - + Board Meeting May 17, 2016
- City Council
 - + 2022-01 Meeting Recording
- Dept of Public Works
- Fire Department Minutes

At the bottom right, there is a "Select Language" dropdown menu.

Sample eCode360 Screens

1 Custom Banner

3 View Archived Codes

4 Public Documents Portal

2 Public and Private Notes

5 Multicode

6 New Laws

1 CITY OF TOWNSVILLE

Home Admin Help Enter search term... Advanced Multicode

Charter Code Archives New Laws (16) Index Notes

Public Documents Agendas Budgets Comprehensive Plans Legislation Minutes Misc. Documents Resolutions

Print Email Download Share Get Updates Add Note

City of Townsville, NY / General Legislation

Chapter 295 Swimming Pools

Swimming Pool Application

A City Building Permit is required along with requirements in this chapter before any installation or construction of a swimming pool. [City Building Permit link.](#)

Created on 2018-10-08 by Jeanie Sanders; Last modified on 2019-02-21 by Jeanie Sanders

[HISTORY: Adopted by the Common Council of the City of Townsville as Ch. 35 of the 1975 Municipal Code. Amendments noted where applicable.]

5 Find Codes

Municipality Name

State

Counties

Government Type

Within of Zip Code

Population

Add Codes

Add All Codes (2264)

Add	Type	Name	County	State	Population
+	County	Adams County, WI	Adams	WI	20243
+	County	Albany County, NY	Albany	NY	297596
+	County	Allegheny County, MD	Allegheny	MD	72831
+	County	Allegheny County, PA	Allegheny	PA	1223411
+	City	Appleton City, MO	St. Clair	MO	1127
+	County	Appomattox County, VA	Appomattox	VA	14128
+	City	Atlantic City, NJ	Atlantic	NJ	39958
+	County	Atlantic County, NJ	Atlantic	NJ	271626

Search Codes

Enter search term... Cancel

1 Custom Banner

2 Public and Private Notes

3 View Archived Codes

4 Public Documents Portal

5 Multicode

6 New Laws

6

Title	Adopted	Subject	Affects
L.L. No. 19-2018 - Sewer Amendment <i>This goes into effect 1/1/2019.</i>	2018-08-02	Clerk Amendment; Departments and Bureaus Amendment	Ch 18A, Ch 20
L.L. No. 20-2018 <i>goes into effect 1/1/2019</i>	2018-08-23	Zoning Amendment	Ch 85
L.L. No. 21-2018	2018-08-23	Zoning Amendment	Ch 85
L.L. No. 22-2018	2018-09-13	Neighborhood Preservation Amendment	Ch 82
L.L. No. 23-2018	2018-09-13	Building Construction Administration Amendment	Ch 16
L.L. No. 24-2018	2018-09-13	Zoning Amendment	Ch 85
L.L. No. 25-2018	2018-09-13	Zoning Amendment	Ch 85

Additional Online Services

MapLink™ powered by ZoningHub™

MapLink is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the Village, which can help grow your community.

MapLink uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

eCode360® Enhanced Graphics™

eCode360 Enhanced Graphics can help drive economic development in your community by presenting an online Zoning Code that is clear, easy to understand and always up-to-date. *Enhanced Graphics* offers zoning specific features like integrated tables that allow users to view tables in context, multi-column layout options to accommodate natural image placement, searchable image captions, color coding to create easier navigation, and high-quality graphics. Every community is unique, so we also offer custom solutions tailored to suit your community's specific needs.

Custom Local Building Code

Until now, no single publication has included both ICC I-Code building regulations and local amendments in an integrated form. Our CLBC solution will create a single central repository for your adopted Building Code regulations that is intuitive, searchable, and linked to your municipal Code. This solution will eliminate the need to separately manage state adopted I-Codes and your local amendments, and make your Building Code regulations available from anywhere at any time, even if the Village only has one set of printed books.

Application Programming Interface

Application Programming Interfaces (API) make it possible for your Code in *eCode360* to "talk" with additional external systems to share information. *General Code* has APIs that deliver structured Code information contained in *eCode360* to external systems, including legislation drafting, parcel management, municipal websites, enterprise content management (ECM), permitting, GIS-based interactive maps, code enforcement, law enforcement, and more.

For more information on our additional online services please contact us at sales@generalcode.com

Formatting & Style

General Code takes pride in offering high-quality printed Code services. Our experience and attention to detail in the design and production of your Code go hand-in-hand with our approach to municipal partnerships.

Organization

The Code will be organized and divided into parts to accommodate different types of legislation. Typically Part I is made up of legislation of an administrative nature, namely, that dealing with the Village's departments, officers and employees; Part II is made up of the legislation that regulates the general public. Within each part, the various pieces of legislation will be organized into chapters, which will be arranged alphabetically by subject matter. For example, all legislation pertaining to the regulation of streets and sidewalks may be found in Part II, in the chapter entitled "Streets and Sidewalks." Wherever there are two or more pieces of legislation dealing with the same subject, they will be combined into a single chapter. In such chapters, the use of article designations will preserve the identity of the individual pieces of legislation. The Village will have the opportunity to review and approve the organization of the Code.

Table of Contents

The Table of Contents lists the various chapters included in the Code and can be used to help locate desired provisions. Space will be reserved for later insertion of new material in its proper alphabetical sequence. Such space is accommodated in the body of the Code by breaks in the chapter numbering and in the page-numbering sequence between chapters.

Pagination

Each chapter forms an autonomous unit in the page-numbering system. The first page number in each chapter is the number of that chapter followed by a colon and the numeral "1." For example, Chapter 6 begins on page 6:1, Chapter 53 on page 53:1, etc. If a page were to be added between pages 53:2 and 53:3, it would be numbered 53:2.1. This system makes it possible to add or to change pages in any chapter without affecting pages in other chapters and to insert new chapters without affecting the existing organization.

Scheme

The scheme is the list of section titles that appears at the beginning of each chapter and precedes the text. These titles are written so that, taken together, they may be considered as a summary of the content of the chapter. Taken separately, each describes the content of a particular section. For ease of reference, section titles are repeated as section headings in the text.

Section Numbering

In a chapter-related section-numbering system, each section of every item of legislation is assigned a number that indicates both the number of the chapter in which the legislation is located and the location of the section within that chapter. For example, the first section of Chapter 6 is § 6-1, while the fourth section of Chapter 53 is § 53-4. New sections can also be added between existing sections by using a decimal system. For example, if two sections are to be added between §§ 53-4 and 53-5, they will be numbered as §§ 53-4.1 and 53-4.2.

Legislative Histories

The legislative history for each chapter is located immediately following the scheme for that chapter. The history indicates the specific legislative source from which the chapter was derived, including the enactment number and the date of adoption. In the case of chapters containing parts or articles derived from more than one item of legislation, the source of each part or article is indicated in the text, under its title. Amendments to individual sections or subsections are indicated by boldfaced histories directly in the text.

Editor's Notes

Editor's Notes are used in the text to provide supplementary information and cross-references to related provisions in other chapters.

Printed Code Sample Page

Page heads indicate which sections appear on a particular page, making sections quick to locate.

Section numbers reflect both the number of the chapter in which the legislation is included and the location of the section within that chapter. This facilitates referencing and indexing sections.

Every chapter is preceded by a Scheme, which lists each section by title. Taken together, the titles serve as a summary of the contents of the chapter.

Chapter 204
INSURANCE

ARTICLE I
Fire Damage Claims

§ 204-2. **Claim payment restrictions.**

§ 204-3. **Payment procedure.**

§ 204-4. **Enforcement authority.**

HISTORY: Adopted by the Board of Commissioners of the Township of Municipality, Berks County, Pennsylvania, on 3-20-1995 by Ord. No. 299.

ARTICLE I
Fire Damage Claims

§ 204-2. Claim payment restrictions.

No insurance company, association or exchange (hereinafter the "insuring agent") doing business in the Commonwealth of Pennsylvania shall pay a claim of a named insured for fire damage to a structure located within the Township of Municipality, Berks County, Pennsylvania (hereinafter the "municipality") where the amount recoverable for the fire loss to the structure under all policies exceeds \$7,500 unless the insuring agent is furnished by the Municipal Treasurer with a municipal certificate pursuant to Section 508(b) of Act 98 of 1992 and unless there is compliance with Section 508(c) and (d) of Act 98 of 1992 and the provisions of this article.¹

§ 204-3. Payment procedure. [Amended 3-20-1995 by Ord. No. 299]

Where, pursuant to Section 508(b)(1)(i) of Act 98 of 1992,² the Municipal Treasurer issues a certificate indicating that there are no delinquent taxes, assessments, penalties or user charges against real property, the insuring agent shall pay the claim of the named insured; provided, however, that if the loss agreed upon by the named insured and the insuring agent equals or

The History indicates the specific legislative source from which the chapter is derived.

For precision of reference, section titles are repeated as headings in the text.

Amendments to individual sections or subsections are noted in the text at the location which most precisely pinpoints the amended material.

Editor's Notes provide supplementary information for the Code user.

The page-numbering system reflects the chapter number plus the page sequence. This allows the insertion of new chapters without affecting the existing Code organization.

The dateline indicates when the page was printed.

Publication No. 100

Ongoing Code Maintenance

Your Code is always evolving and is an investment you need to protect.

Because your Code will evolve and grow with your community, the codification process is not truly over when your new Code is delivered. In order to maintain your community's trust and reliance on your Code, *General Code* offers supplementation services that will help to keep your Code reliable, accurate and up-to-date. Our supplementation services are designed to make the process easy, fast and accurate. In addition, *General Code* provides a free sample legislation service to municipalities we serve as well as regular legislative alerts to inform local governments of the latest trends in legislation that may affect their communities.

Rapid Delivery

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

Materials

After the enactment of new legislation, the Village can forward a copy to us by whatever method is most convenient.

Online copies of the legislation can be sent via email to ezsupp@generalcode.com. Upon receipt, we will send you an email confirming that we have received your legislation. Should an alternative method of transmission be required for transferring large files, please contact us and we will provide the necessary information.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the Village. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

Posting of New Laws

Between regular Code supplements, *General Code* will temporarily post PDF copies within 1 to 2 business days of receipt of new legislation to your online Code, to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, *General Code* will remove the link to that new legislation.

Schedule

Code supplements will be provided on a schedule designed to meet the needs of Grand Beach. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the Village. Updates to the electronic version of the Code can occur on a more frequent schedule than printed supplements if the Village prefers.

Editorial Work on Your Supplement

The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, recordkeeping, processing, professional review of new legislation, and consult throughout the project. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will:

- > Acknowledge receipt of all materials

- Verify adoption of all legislation, including date of action by governing body
- Review legislation and distinguish between Code and non-Code material
- Update record of legislation received and its disposition (Disposition List)
- Request any missing legislation/missing pages
- Determine proper placement of legislation within Code
- Impose or utilize the adopted flexible section numbering system that allows for later changes
- Create/modify chapter, article and/or section titles
- Add historical annotations
- Add any necessary cross references
- Include editorial notes to sections that require additional explanation
- Correct any misspellings so that searchability in eCode360 is not compromised
- Impose a distinctive style for definitions, to aid Code user in quickly finding the meaning of a particular term
- Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
- Impose standard internal section organizational hierarchy consistent with the rest of the Code
- Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, nonsubstantive grammar and punctuation, internal and statutory reference citation
- Confirm accuracy of internal references; correct as necessary and appropriate
- Confirm accuracy of statutory references; correct as necessary and appropriate
- Read and review for missing wording; internal conflicts
- Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
- Update Code Index
- Create an Instruction Page so that Code holders can properly update the Code
- Notify client of any issues and concerns noted and work together to determine appropriate resolution

Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include an updated Table of Contents, Disposition List, Index, text pages, and Instruction Page.

Electronic Updates

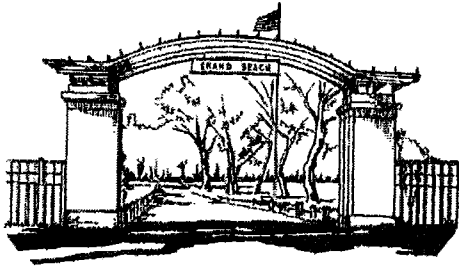
Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will be incorporated into the Code, and a fully searchable, complete Code will be delivered online.

Delivery

Printed supplements to the Code will be delivered in bulk to Grand Beach, unless it chooses to utilize *General Code's* Distribution Services. The website will be updated in one to two business days.

A Member of the ICC Family of Solutions





VILLAGE OF GRAND BEACH
48200 Perkins Blvd., Grand Beach, MI 49117
(269) 469-3141 Fax (269) 469-0146

June 1, 2023

To All Grand Beach Residents and Homeowners,

At the March 15th Village Council meeting, Chief Layman reported on the problem of individual houses in the Village which are hard to locate for first responders, visitors, delivery persons, and other outside persons for a variety of reasons, including:

- Houses with no conspicuous street address;
- Houses with unreadable addresses;
- House addresses which are posted, but not readable in the dark;
- Corner house address numbers where the main entrance to the house faces out towards one street, but the address corresponds to an intersecting street;

This is a good time to remind everyone of the current Village requirements regarding the posting of address numbers on individual residences:

- Address numbers should be a minimum of 4" high and reflective to light at night;
- Address signs need to be facing the street that corresponds to the house address;
- It is acceptable to install the address sign on the mailbox post only if the mailbox is installed on the street assigned to that particular house;
- In addition, 2-sided vertical address signs mounted to a metal post or mailbox stand should be posted in front of the house near the street. This is not currently a requirement of our Ordinance 2008-73, but it is a good practice.

Thank you in advance for your cooperation with this request. Please direct any specific questions about compliance to Ryan Layman, Chief of Police (rlayman@michianavillage.org), or Ed Brandes, Village Council member (ebrandes@grandbeach.org). Please reevaluate and correct any problems with your current street address signage **prior to July 15, 2023**, at which time the Police Department will begin issuing citations.

Sincerely,

Harry Walder
President, Village Council

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.

Be it also resolved that the rental of the hall be \$2,000.00, payable prior to Memorial 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. The additional premium is \$500.00.
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.

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.

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 **2023**.

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

Social Club President Initials

Council President Initials

February 28, 2023

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

RE: Use of the Clubhouse and Grounds for Family Fest 2023

We are planning this year's Family Fest for Saturday, July 1, 2023. 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 29 and picked up Monday, July 3.

We submit this request for your approval.

Thank you,

Molly and Anthony Galbo

Presidents, Grand Beach Social Club

March 20, 2023

From: Sharon Bosco

To: clerk@grandbeach.org

Hi Mary,

Hope you're doing well!

My name is Sharon Bosco, and I'm helping out with the children's programming for this summer in Grand Beach. We are counting down!

I wanted to reach out to send along what we had in mind for the dates for Social Club kids tennis on Saturday mornings on the GB tennis courts. I've recapped the dates and times below. Please let me know how we may best be able to reserve the courts these mornings, or if there is anyone additional I should loop in here. We appreciate all of your help, and please let me know if there's anything else you may need on my end.

Grand Beach: Social Club, Kids Tennis program

Sat, Jun 24 (9am - 11:30am CST)

Sat, July 1 (9am - 11:30am CST)

Sat, July 8 (9am - 11:30am CST)

Sat, July 15 (9am - 11:30am CST)

Sat, July 22 (9am - 11:30am CST)

Sat, July 29 (9am - 11:30am CST)

Sat, Aug 5 (9am - 11:30am CST)

Many thanks,
Sharon Bosco

Nick Mearsheimer
Briana Martin
52204 Main Drive
Grand Beach, MI 49117

April 11, 2023

Dear Council Members,

We are full-time residents of Grand Beach, living at 52204 Main Drive. We are writing to request the permanent removal of the seasonal speed bumps that were installed last year on Robin Lane and Arnold, and are formally requesting that it be brought up for discussion at the next meeting.

As full time residents, driving over two sets of intrusive speed bumps each time we come and go is unpleasant, can cause damage to cars and golf carts, are dangerous to bicyclists, and added an unnecessary expense for the Village.

Additionally, we have had a handful of conversations with our neighbors who are all against having these speed bumps and would like to see them permanently removed. Not a single resident we have spoken with is in favor of keeping them.

Moreover, to the best of our knowledge, speed bumps placed in the village at the request of a resident, is unprecedented.

Lastly, we walk down Robin Lane and Grand Beach Road every single day and have never thought that cars speeding is an issue. But if it truly is, we believe there are less aggressive and safer measures we as a village can take.

We appreciate the council's time and consideration in hearing our grievance and we look forward to the upcoming meeting to further discuss the issue.

Sincerely yours,



Nick Mearsheimer



Briana Martin

April 8, 2023

To: The Grand Beach Village Council: Harry Walder, Peter Doerr, Ed Brandes, Jim Bracewell, and Blake O'Halloran

Cc: Ryan Layman – STR Code Enforcement Official; Mary Robertson – Village Clerk

Subject: Short-Term Rental Ordinance No. 2022-104

As full-time residents of Grand Beach, we fully support the goals of the Short-Term Rental Ordinance to strike an appropriate balance in the interests of community residents, visitors to the community, and real property owners wishing to engage in Short-Term rental of their property. We support the Ordinance's goals to address concerns of traffic, parking, congestion, litter, noise and other similar issues. Additionally, we support the Ordinance's policies for adherence to fire safety and life safety codes.

As part of the Annual Rental Registration Application Process of the Village of Grand Beach Short-Term Rental Ordinance, we were informed by Ryan Layman, that as per Section 2, our studio apartment above the detached garage at our permanent residence does not meet the Ordinance's definition of a Dwelling and/or Single-Family Home. As a result, Ryan has informed us that he cannot grant an STR permit. We believe the ordinance's specific definition of a "Single-Family Home" has resulted in an unintended consequence of making our studio apartment ineligible for an STR permit.

Tina and I host the guests of our studio apartment like a bed-and-breakfast. Hosting our guests is Tina's passion and primary job. We live full-time in our home adjacent to the studio apartment and personally manage it and greet our guests upon arrival and throughout their stay. We take great pride and the responsibility of being a good neighbor to ensure our guests do not infringe upon the enjoyment and peace of those in our community.

The studio apartment is unique in that it attracts an individual guest or a couple at most, in contrast to those properties in the Village that attract significantly larger occupancy vacation renters. Several of our immediate neighbors have utilized it to accommodate family members when their homes are full. It can also be noted that our studio apartment has been successfully rented for several years without a single incident or complaint related to guests.

Our property is fully aligned with the defined goals of the Short-Term Rental Ordinance and in many ways exceeds them since we live on site year-round. We have ensured our studio apartment complies with the Short-Term Rental Regulations detailed in Section 5 of the Ordinance.

We respectfully request the Village Council to consider amending the Short-Term Rental Ordinance to include specific language that a dwelling such as our studio apartment is included as part of the ordinance definitions and/or work with us to develop an appropriate plan to be eligible for an STR permit.

It is also our understanding that the Village Council has stated that it will take a year to collect feedback, information, and data on the implementation of the ordinance before considering any changes. However, we believe our situation is a clear unintended consequence and does not require any additional information or data to consider corrective action. We would like to request that this specific situation be considered in a more expeditious manner so that we do not have to wait an entire year for the possibility to return to hosting guests and our neighbor's family members, which provides us with great pleasure and enjoyment.

Thank you for your consideration.

Sincerely,

Chris & Tina Shanahan

46113 Royal Ave

Grand Beach, MI 49117