

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

**AGENDA FOR REGULAR COUNCIL MEETING
JULY 20, 2022
6:00 P.M. CST - 7:00 P.M. EST**

MASKS ARE SUGGESTED FOR EVERYONE IN ATTENDANCE

1. Call to Order
2. Adoption of Agenda
3. Consent Agenda
 - a. Approve Village Council Minutes:
 - i. Regular Council Meeting Minutes – June 15, 2022
 - ii. Special Council Meeting Minutes – June 28, 2022
 - b. Hall Rental Requests
 - i. Barbara Kucharski
 - ii. North Grand Beach Homeowner's Association
 - c. Pay Bills with Written Additions
4. Public Comments on Agenda Items
5. Public Hearing
6. Presentations/Recognition
7. Commission Reports
 - a. Building & Zoning - James Bracewell
 - b. Parks & Beaches - Peter Doerr
 - c. Streets & Water - Paul Leonard Jr.
 - d. Police - Deborah Lindley
 - e. Pro Shop & Course - Blake O'Halloran
 - f. ServiScape Report - Clay Putnam
8. Personnel Reports
 - a. Superintendent - Bob Dabbs
 - b. Police Chief - Ryan Layman
 - c. Building Inspector - Bill Lambert

AGENDA (CONTINUED)
REGULAR COUNCIL MEETING
JULY 20, 2022

9. Unfinished Business

10. New Business

- a. Master Plan Update
- b. Resolution to Request Michigan Municipal League Involvement
- c. New Buffalo Shoreline Alliance Joint Prosecution & Retention Agreements
- d. Beach Access License Agreement
- e. Beach Access Release and Hold Harmless Agreement
- f. Sand Donations
- g. MERS Actuary Valuation Report 12/31/21
- h. Local Revenue Sharing Board Actual Specific Costs
- i. Wildwood/Ely Water Line Relocation Proposals

11. Public Comments - General

12. Correspondence

- a. Michael Barton Jr. – Speed Bumps
- b. Bill Callaghan Jr. – Speed Bumps/Stop Sign
- c. Pat Joyce – Short-Term Rental Ordinance
- d. Michael Moore – Speed Bumps/Stop Sign
- e. Lance Rezny – Speed Bumps

13. Adjournment

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

**WEDNESDAY, JULY 20, 2022
6:00 P.M. (CST) – 7:00 P.M. (EST)**

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

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86289162721?pwd=S1oxVnBudUxtM2lZSlIFZWhtTVWd4dz09>

Meeting ID: 862 8916 2721

Passcode: 639534

One tap mobile

+13126266799,,86289162721#,,,,*639534# US (Chicago)

Dial In:

833 548 0282 US Toll-free

877 853 5257 US Toll-free

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

This notice is posted in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, (MCL 41.72a(2)(3)) and the Americans with Disabilities Act. The Village of Grand Beach Council will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon five days' notice to the Village of Grand Beach Council. Individuals with disabilities requiring auxiliary aids or services should contact the Village of Grand Beach Council by writing or calling the following: Village of Grand Beach Clerk, 48200 Perkins Boulevard, Grand Beach, MI, 49117, 269-469-3141.

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

**VILLAGE OF GRAND BEACH
REGULAR COUNCIL MEETING
JUNE 15, 2022**

CALL TO ORDER

Council President Deborah Lindley called the regular council meeting to order at 7:00 p.m. EST in the upper level of the Village Hall. Present in addition to Lindley were James Bracewell, Peter Doerr, Paul Leonard Jr. and Blake O'Halloran.

ADOPT AGENDA

Lindley moved, seconded by O'Halloran to add "*LIAA Coastal Community Resiliency Presentation*" to the agenda under item 6. and to add "*Council Presidency*" to agenda under new business as item 10(g) and to adopt the agenda. Motion carried unanimously 5-0.

ADOPT CONSENT AGENDA

- a. Approve Village Council Minutes:
 - i. Special Council Meeting Minutes, Budget & Millage - May 18, 2022
 - ii. Regular Council Meeting Minutes – May 18, 2022
- b. Hall Rental Requests
 - i. New Buffalo Lions Club
- c. Pay Bills with Written Additions

O'Halloran moved, seconded by Leonard to remove the Regular Council Meeting Minutes of May 18, 2022 from the consent agenda. Motion carried unanimously 5-0.

Lindley moved, seconded by Leonard to approve the consent agenda for June 15, 2022 after removal of the May 18, 2022 Regular Council Meeting Minutes. Motion carried unanimously 5-0.

O'Halloran asked for clarification of the Building Commissioner's report that was included in the May 18, 2022 Regular Council Meeting minutes. Leonard stated that you can ask for clarification of the minutes, but you cannot change what was said at the meeting.

After discussion, Lindley moved, seconded by Leonard to approve the Regular Council Meeting Minutes of May 18, 2022 as presented. Motion carried 4-1 with Bracewell, Doerr, Leonard and Lindley voting aye. O'Halloran voted nay.

PUBLIC COMMENTS ON AGENDA ITEMS

Michael Minton addressed the Council in regards to a 2-story garage being constructed at 46029 Lake View Avenue. He had many concerns regarding the project including safety, lot coverage, runoff and short-term rental of the property.

PUBLIC HEARING

None

PRESENTATIONS/RECOGNITION

LIAA COASTAL COMMUNITY RESILIENCY

Matt Cowall of Land Information Access Association (LIAA) spoke to the Council about a grant opportunity for waterfront communities for a coastal resiliency project. He talked about the challenges that coastal communities face with the fluctuating water levels in the lake. He said they have been doing master planning and zoning work for coastal communities since 2012. He explained the focus of the grant opportunity and what would be included if the Village chose

Regular Council Meeting – June 15, 2022

to contract with them for the project. He said that when they were all finished, there would be a chapter of information that would go into the master plan.

Cowall said that the Council could visit www.resilientmichigan.org to view the tool that they use for master planning which includes a coastal section.

COMMISSION REPORTS

BUILDING & ZONING: Bracewell suggested that after hearing from Michael Minton and others regarding the new garage at 46029 Lake View that he and Building Inspector Bill Lambert hold a meeting on Monday, June 20 to go over the zoning ordinance in regards to the permit.

He said that the Village needs to enforce the work days allowed in the Village, and added that there is no construction allowed on Saturdays and Sundays during the summer.

PARKS & BEACHES: Doerr said that the Village hired an employee for the summer, and the employee will be doing clean up on the two beaches that are open which are Whitewood and Walnut and that clean up will normally take place on Thursdays. Doerr said the survey of Jensen Court will take place next week. He said that no one has the right to encroach on the beach accesses.

Doerr said he spoke with Village Attorney Sara Senica and she is preparing a form to be signed by all owners adjacent to the beach accesses stating that the Village will allow landscaping on the access and that the Village must be indemnified. It will also state that the Village has the right to remove any encroachments after giving the owner a reasonable time to remove it, but if not removed by the property owner after the notice to remove, the Village can do so at the property owner's expense. He also spoke with Sara Senica about charging people to use beach access areas, and the possibility of including landscape work in Ordinance No. 72 which prohibits construction work on the weekends during the summer months.

STREETS & WATER: Leonard said that the Village has been filling potholes, with many of them along Grand Beach Road. He said that Clerk-Treasurer Mary Robertson brought to his attention that if the Village submits specific roads for paving in the grant proposal through the state, and is awarded a grant amount less than what was applied for, the Village will be responsible for the additional costs of the paving of those specific roads. He said the Village will proceed with applying for the grant, and if we don't get the full amount applied for, the Village does not have to accept the grant.

Leonard said that at the last Council meeting, the Council asked him to be the contact person for the New Buffalo Shoreline Alliance (NBSA). He received documents from the NBSA about becoming a plaintiff in the lawsuit filed by the NBSA and he sent them to Village Attorney Sara Senica for review. He had a long conversation with Sara Senica and she has no objection, and thinks it would be very good to become a co-plaintiff. He said there is no liability to the Village. He said the documents clearly state that money recovered will be used for design and construction of off shore revetments that will stretch from the south side of New Buffalo to the extreme western edge of Grand Beach. The only hiccup is whether or not they get enough money to complete all the work that needs to be done, and if there is not enough money recovered from the lawsuit, we will have to find ways to come up with additional funds to complete the project. He asked Mary Robertson to distribute copies of the documents to the Council.

POLICE: Lindley stated that drivers of golf carts on Village streets must be 16 years old with a driver's license or learner's permit and driving with a parent. She said she told the officers not to give any more warnings, and that they are now giving tickets to underaged drivers. She reminded everyone to pay for their annual golf cart sticker, adding that those that are parked on Village property without a sticker will be ticketed. She said building contractors are not allowed to work in the Village on Saturdays and Sundays during the summer months.

PRO SHOP & COURSE: O'Halloran said that interest in golf grew in 2020 due to Covid. He said that in 2022, a national report said that golf courses are down about 10%, but Grand Beach is not. He said rounds of golf are down, but revenue is about the same, with food and accessory sales up.

SERVISCAPE REPORT

Clay Putnam said seasonal maintenance is ongoing. He said they repaired an irrigation head near the practice tee. He said they experienced power issues near the pump house and the power company has fixed the problem.

PERSONNEL REPORTS

Lindley said that the Council respects and values its employees as do most residents. She said that the Council expects residents to be respectful in their correspondence and interactions with employees, adding that if you have a problem with an employee, you should contact the president of the Council and if you have a problem with a Council member, you should address the Council during the open forum of the Council meeting. She said the Council expects the employees to respect the residents.

SUPERINTENDENT: In addition to his written report, Superintendent Bob Dabbs thanked Assistant Police Chief Jamie Flick for towing them in off the lake when the pontoon boat broke down while trying to put in the buoys.

Lindley said that she has asked the maintenance department to get the donated benches out, water the new grass on Grand Beach Road and clean up the arch. She also asked them to clean up the Hunter property and get the information to Mary Robertson so she can send out a bill. She said Chief Ryan Layman is working on the condemnation of that property.

POLICE CHIEF: In addition to his written report, Chief Ryan Layman thanked everyone that came to "Coffee with a Cop". He said that over the July 4 holiday, fireworks are only allowed on private property June 29 through July 4 until 11:45 PM EST.

BUILDING INSPECTOR: Bill Lambert explained that most of the problems with building are in the old section of the Village, and not in the Eiffel Towers area. Lambert told the Council that he is resigning as the Zoning Administrator. He said he will help out through the summer until the Village is able to find someone to serve as the Zoning Administrator. Lambert will remain as the Building Inspector for the Village.

There was discussion about a home on Lake View where the homeowners are building a 2-story garage. Lindley said that the owners of the property will not be able to rent the upper floor of the garage because the new short-term rental ordinance requires the owner to rent the entire property. Lindley said that there are problems associated with the property and if people don't meet setbacks or lot coverage, they have to ask for a variance. She said that there was a meeting held with Nick Margaritis of the Berrien County Health Department and he okayed the septic system on this property, so as long as it is being put in where it's supposed to be, there's no problem with the septic.

UNFINISHED BUSINESS

GRAND BEACH NATURE PRESERVE SIGN

Lindley explained that the wording on the sign for the Grand Beach Nature Preserve would need to be included on the brick portion of the sign. She said there were two options to choose from.

Lindley moved, seconded by O'Halloran to choose the brass plaques for the wording which was option 1 of the proposal from Burkett Signs at an additional cost of \$2,300. Motion carried unanimously 5-0.

NEW BUSINESS

RESIGNATION FROM PARKS & RECREATION COMMITTEE – ED TRAINOR

Lindley thanked Trainer for his service to the Parks and Recreation committee and to the community.

Lindley moved, seconded by Doerr to accept Ed Trainor's resignation from the Parks and Recreation Committee. Motion carried unanimously 5-0.

ABLE DISPOSAL CONTRACT EXTENSION

O'Halloran said that he noticed a lot of people put their recycling out after Memorial Day not realizing that it wasn't a scheduled recycle pickup day. He said that the Village already has recycle pickup for the Independence Day and Labor Day holidays and he would like to add pickup for Memorial Day.

Leonard moved, seconded by O'Halloran to accept the contract extension proposal from Able Disposal for five years as presented with the first year at a rate of \$20.45 per customer and to include a Memorial Day recycle pickup at an additional cost of \$2.00 per customer. Motion carried unanimously 5-0.

DONATION – FOX MEMORIAL GARDEN MAINTENANCE

Lindley said a lot of families have been very generous over the years and have donated memorial gardens. The Village asks that the donor pay for maintenance of the gardens in those cases. She said the Fox family donates \$500 each year for the upkeep of the Fox Memorial Garden. Lindley thanked the Fox family for their donation for the upkeep of the garden.

LIAA PROPOSAL - COASTAL COMMUNITY RESILIENCY MATCHING GRANT PROJECT

After discussion, the Council agreed not to contract with LIAA for the Coastal Community Resiliency Project.

PINE STREET BEACH ACCESS

Lindley said she wanted to remind homeowners that the beach accesses are Village property and homeowners are not allowed to encroach on them with plantings. She said the property belongs to the Village and added that homeowners cannot have all of their play equipment on the access without permission from the Council. Doerr will have Village Attorney Sara Senica draw up an agreement for beach accesses for the July meeting.

Leonard said that years ago residents wondered how they would get down to the beach in the future because of revetment and rocks that were placed, and at that time, the Council said that they will build walkways. He said if the Village has to provide access to the beach, they might have to remove any encroachments.

REQUEST FROM NORTH GRAND BEACH HOMEOWNER'S ASSOCIATION FOR USE OF GRASS AREA

Lindley moved, seconded by Bracewell to allow the North Grand Beach Homeowner's Association to use the grassy area in front of Village Hall on July 23, 2022 to award prizes and serve lunch after their private golf outing. Motion carried 4-0. Bracewell, Doerr, Lindley and O'Halloran voted aye and Leonard abstained.

COUNCIL PRESIDENCY

Lindley stated that they plan to list their home for sale and move to Indianapolis. She announced that she is resigning as Council President at the end of this meeting since they will be listing their house soon. She will remain on the Council. She said the position takes a lot of time and that the Pro-Tem would normally take over as president, but Pro-Tem Blake O'Halloran doesn't have the time necessary for the position.

Lindley moved, seconded by Leonard to nominate James Bracewell as president to serve out the balance of Lindley's term as president. With no other nominations, the motion carried unanimously 5-0.

PUBLIC COMMENTS - GENERAL

Michael Minton thanked Lindley for all of the work she has done as the Council President.

Bracewell said that Lindley was instrumental in combining the Grand Beach and Michiana police departments which has saved the Village hundreds of thousands of dollars. He said that she is the mother of the 42 Acres (Grand Beach Nature Preserve) which was purchased without \$1.00 from Village funds.

Mr. Ulizio spoke about the height of a building, parking issues and alleged violations regarding rental of the property. He was also concerned with revetment near the pump house beach and a home that created their own beach.

Kaye Moriarty questioned the Council about zoning and lot coverage on a property located at 46039 Lake View Avenue.

CORRESPONDENCE

BRIAN DODGE – SPEED BUMPS

Lindley said that when the original speed bumps were put in at the park, that the Village would not put them anywhere else in the Village.

KAYE MORIARTY – CONSTRUCTION AT 46029 LAKE VIEW AVENUE

The concerns were discussed earlier in the meeting.

JOHN RAFKIN – TRASH CANS

This was discussed at the May meeting.

MARY (MOLLY) TRAFAS – CONSTRUCTION AT 46029 LAKE VIEW AVENUE

The concerns were discussed earlier in the meeting.

ANGELA TRAINOR – BEACHES

Lindley said that the aluminum stairs are great, but you have to have someone available to pull them out. She said the stairs at the Walnut access were put in on a Thursday and removed on Friday and caused friction. She said that if the stairs get washed away, they will be replaced after the revetment is completed. Leonard said that the aluminum stairs are not the best and get washed away. He said that wooden stairs cost less.

MICHAEL MINTON – CONSTRUCTION AT 46029 LAKE VIEW AVENUE

The concerns were discussed earlier in the meeting.

ADJOURNMENT

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

The Council applauded Debbie Lindley for a job well done as Council President.

With no further business, the meeting was adjourned at 9:58 p.m. EST.

Respectfully submitted,



Mary J. Robertson
Clerk-Treasurer

**VILLAGE OF GRAND BEACH
SPECIAL COUNCIL MEETING
JUNE 28, 2022**

CALL TO ORDER

Council President James Bracewell called the special council meeting to order at 1:10 p.m. EST. Present in addition to Bracewell were Peter Doerr, Paul Leonard Jr. and Blake O'Halloran. Deborah Lindley was not in attendance.

ADOPT AGENDA

Leonard moved, seconded by Doerr to adopt the June 28, 2022 agenda as presented. Motion carried unanimously 4-0.

PUBLIC COMMENTS ON AGENDA ITEMS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

SPECIAL ASSESSMENT LAWSUIT APPEAL

Doerr said he listened to the entire court case on Zoom and it seemed very black and white to him, and once the judge got to Act 33, she said this act supersedes everything and only applies to public safety. She said it doesn't preclude the Village from making its own choices. Doerr said he thinks the Village should at least try and appeal because of what could happen in the future. He said the special assessment was done without a lot of communication.

Leonard said he thinks that since Michiana has decided to appeal, that the Michigan Municipal League will get involved and file a brief. He said that if the Villages lose the appeal, they are in the same position they are in now. He said that the Village has New Buffalo Township Fire and ambulance and doesn't have anyone else to do business with. Leonard said if we win, we will be in a different position and will be able to sit down to discuss what we will pay for services. He said he doesn't like the idea that the Village is home ruled, and that our rights have been taken away. He said that this is not precedential at trial court, but becomes precedential at the appellate level and if it goes to the supreme court, that becomes precedential.

O'Halloran said that the appeal is based on Act 33 and if he would have known what Act 33 means, he would never have agreed to the lawsuit. He asked who will provide fire services if we win. He said the Village has used New Buffalo Township Fire Department, and Fire Chief Flick knows all of the streets in Grand Beach. He said that he thinks that the ambulance service is very good. He said he talked to many residents and they don't think it is worth it to appeal since their taxes only went up \$100. He said the township has the right to raise taxes through Act 33, and he is not in favor of the lawsuit.

Bracewell said he is in favor of appealing. He said he found it interesting that the township didn't ask for a millage increase or pay respect by communicating with the Village President. He said the services are very good. He said that the Village functions under the Open Meetings Act, and goes out of our way not to violate the Open Meetings Act and he doesn't think the township did the same on this subject. He thinks we should try to establish the need for communication between the township and the Village. He thinks that both Villages have a lot to gain, and that the services will be worked out. He thinks the fact that they overlooked going out for a millage deprived the people of a chance to respond.

Bracewell moved, seconded by Leonard to support the appeal to the case in the same way as the Village of Michiana.

Special Council Meeting – June 28, 2022

ROLL CALL VOTE

James Bracewell	Aye
Peter Doerr	Aye
Paul Leonard Jr.	Aye
Blake O'Halloran	Nay

Motion carried 4-1.

PUBLIC COMMENTS - GENERAL

None

CORRESPONDENCE

None

ADJOURNMENT

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

With no further business, the meeting was adjourned at 1:37 p.m. EST.

Respectfully submitted,



Mary J. Robertson
Clerk-Treasurer

10:47 AM

07/15/22

Village of Grand Beach-General Fund

OPEN INVOICE REPORT

As of July 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
AALF'S PETROLEUM INC.					
Bill	06/13/2022	52772		000.111 · Gasoline Invent...	675.83
Bill	06/21/2022	53102		000.111 · Gasoline Invent...	1,331.61
Total AALF'S PETROLEUM INC.					2,007.44
ADAMS REMCO, INC.					
Bill	06/15/2022	299598	COPIER MAINTENANCE SAVIN ...	215.776 · Equipment Mai...	64.17
Total ADAMS REMCO, INC.					64.17
ARAMARK UNIFORM SERVICES					
Bill	06/24/2022	6310023...	Mats	265.956 · Miscellaneous	57.78
Total ARAMARK UNIFORM SERVICES					57.78
ART & IMAGE					
Bill	06/17/2022	3643	NO JUMPING FROM PIER SIGN	724.778 · Repair & Maint	380.00
Total ART & IMAGE					380.00
DALE POWELL					
Bill	07/09/2022		TELEPHONE ALLOWANCE	266.850 · Telephone & Int...	50.00
Total DALE POWELL					50.00
FIFTH THIRD BANK MASTERCARD					
Bill	07/03/2022		MAILCHIMP	-SPLIT-	23.00
Total FIFTH THIRD BANK MASTERCARD					23.00
JAYSON POWELL					
Bill	07/09/2022		TELEPHONE REIMBURSEMENT	266.850 · Telephone & Int...	50.00
Total JAYSON POWELL					50.00
LOWE'S					
Bill	07/02/2022		CLEANERS	-SPLIT-	78.79
Total LOWE'S					78.79
METLIFE - GROUP BENEFITS					
Bill	07/09/2022		TS05945291 0001	855.855 · Life & Disability ...	605.80
Total METLIFE - GROUP BENEFITS					605.80
NAPA AUTO PARTS					
Bill	06/13/2022	453066	BATTERY, PATCH KITS & BLEA...	266.778 · Repairs & Maint...	67.71
Bill	06/27/2022	453803	CLEANER	266.778 · Repairs & Maint...	59.96
Total NAPA AUTO PARTS					127.67

10:47 AM

07/15/22

Village of Grand Beach-General Fund

OPEN INVOICE REPORT

As of July 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
NEW BUFFALO HARDWARE					
Bill	06/09/2022	A246601	HEDGE TRIMMER & TUBE	-SPLIT-	236.98
Bill	06/14/2022	A247543	HOSE WASHERS	266.778 · Repairs & Maint...	7.96
Bill	06/14/2022	A247544	ROUND UP	724.778 · Repair & Maint	34.99
Bill	06/14/2022	A247601	DRAIN & PLUG	266.778 · Repairs & Maint...	12.18
Bill	06/15/2022	B95351	CONNECTOR	265.778 · Repair and Mai...	5.49
Bill	06/20/2022	A248641	SPRINKLERS	265.778 · Repair and Mai...	67.97
Total NEW BUFFALO HARDWARE					365.57
PRIORITY HEALTH					
Bill	07/09/2022		GROUP ID 795207	852.852 · Hospitalization	9,143.76
Total PRIORITY HEALTH					9,143.76
QUILL					
Credit	07/11/2022	1810673	TELEPHONE RETURNED	215.727 · Office Supply	-72.19
Bill	06/16/2022	25803808	GLUE, MARKERS, HANGING FO...	215.727 · Office Supply	159.30
Total QUILL					87.11
SBF ENTERPRISES					
Bill	06/23/2022	0136770	TAX BILLS, ENVELOPES	215.727 · Office Supply	179.78
Total SBF ENTERPRISES					179.78
TECHXPERIENCE LLC					
Bill	06/29/2022	1344	TELEPHONE PROBLEMS	265.778 · Repair and Mai...	285.00
Total TECHXPERIENCE LLC					285.00
VILLAGE OF MICHIANA					
Bill	07/09/2022		POLICE SERVICES	300.818 · Contractual Ser...	2,500.00
Total VILLAGE OF MICHIANA					2,500.00
VSP INSURANCE CO. (CT)					
Bill	07/09/2022		30092372 VISION	852.852 · Hospitalization	163.01
Total VSP INSURANCE CO. (CT)					163.01
TOTAL					16,168.88

10:33 AM

07/15/22

Village of Grand Beach - Water Fund

OPEN INVOICE REPORT

As of July 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
ADAMS REMCO					
Bill	06/15/2022	299598	COPIER MAINTENANCE ...	818.000 · Contract...	64.18
Total ADAMS REMCO					64.18
GARRETT LABORATORIES, INC.					
Bill	06/17/2022	81178	LEAD/COPPER TESTING	801.000 · Professi...	450.00
Total GARRETT LABORATORIES, INC.					450.00
INDIANA MICHIGAN POWER					
Bill	07/05/2022		6/9-7/5	920.000 · Utilities	432.37
Bill	07/05/2022		6/7-7/5	920.000 · Utilities	9.42
Bill	07/06/2022		6/4-7/6	920.000 · Utilities	442.08
Total INDIANA MICHIGAN POWER					883.87
QUILL CORPORATION					
Bill	06/16/2022	25803808	LABELS	727.000 · Office S...	35.64
Total QUILL CORPORATION					35.64
UTILITY SUPPLY COMPANY					
Bill	06/30/2022	1406874	PARTS	778.000 · Repair &...	261.83
Total UTILITY SUPPLY COMPANY					261.83
TOTAL					1,695.52

10:22 AM

07/15/22

Village of Grand Beach-Golf Fund

OPEN INVOICE REPORT

As of July 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
7 UP - HOLLAND					
Bill	06/20/2022	4480500...	POP	000.948 · Food & G...	152.25
Total 7 UP - HOLLAND					152.25
ADAMS REMCO					
Bill	06/15/2022	SJ0149	COPIER MAINTENANCE SAVIN ...	000.818 · Contractu...	64.17
Total ADAMS REMCO					64.17
ARAMARK UNIFORM SERVICES					
Bill	06/24/2022	6310023...	792008368 Mats	000.956 · Miscellan...	50.77
Total ARAMARK UNIFORM SERVICES					50.77
CEDAR CREST DAIRY					
Bill	06/28/2022	2563972	ICE CREAM	000.948 · Food & G...	306.19
Bill	07/07/2022	2566097	ICE CREAM	000.948 · Food & G...	379.53
Total CEDAR CREST DAIRY					685.72
DON BUTLER					
Bill	07/14/2022		WATER & LETTERS FOR TRAS...	-SPLIT-	17.85
Total DON BUTLER					17.85
GORDON FOOD SERVICE					
Bill	06/27/2022	821273520	FOOD	000.948 · Food & G...	63.73
Bill	07/06/2022	821274044	FOOD	000.948 · Food & G...	154.80
Bill	07/09/2022	821274379	FOOD	000.948 · Food & G...	244.24
Total GORDON FOOD SERVICE					462.77
GREAT LAKES COCA-COLA DISTRIBUTION					
Bill	06/23/2022	2360620...		000.948 · Food & G...	305.75
Total GREAT LAKES COCA-COLA DISTRIBUTION					305.75
INDIANA MICHIGAN POWER					
Bill	07/06/2022		6/4-7/6	000.920 · Utilities	30.59
Bill	07/06/2022		6/4-7/6	000.920 · Utilities	398.38
Total INDIANA MICHIGAN POWER					428.97
NEW BUFFALO HARDWARE					
Bill	06/11/2022	A247037	GORILLA TAPE	-SPLIT-	6.49
Bill	06/16/2022	a247955	TEAK OIL	-SPLIT-	89.97
Total NEW BUFFALO HARDWARE					96.46
PNC EQUIPMENT FINANCE					
Bill	07/09/2022		CONTRACT #98996389-1	000.986 · Equipmen...	3,431.00
Total PNC EQUIPMENT FINANCE					3,431.00

10:22 AM

07/15/22

Village of Grand Beach-Golf Fund

OPEN INVOICE REPORT

As of July 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
QUILL					
Bill	06/16/2022	25803808	TOILET TISSUE & PAPER	-SPLIT-	128.32
Total QUILL					128.32
SCHOLL DAIRY CO.					
Bill	06/29/2022	145916	ICE CREAM	000.948 · Food & G...	239.00
Bill	06/29/2022	145733	ICE CREAM-FAMILY FEST	000.948 · Food & G...	342.00
Bill	07/13/2022	145943	ICE CREAM	000.948 · Food & G...	193.00
Total SCHOLL DAIRY CO.					774.00
SERVISCAPE					
Bill	06/30/2022		JUNE	-SPLIT-	14,366.64
Total SERVISCAPE					14,366.64
STITCHES					
Bill	06/03/2022	4194	POLOS	000.949 · Clothing-...	158.00
Bill	07/01/2022	4207	BASEBALL CAPS	000.949 · Clothing-...	378.04
Total STITCHES					536.04
THRYV					
Bill	07/04/2022	800542664	1 YEAR ADVERTISEMENT	000.901 · Marketing...	136.80
Total THRYV					136.80
UNSALTED NO SHARKS LLC					
Bill	05/05/2022	1791	LONG SLEEVES & T-SHIRTS	000.949 · Clothing-...	1,967.34
Total UNSALTED NO SHARKS LLC					1,967.34
TOTAL					23,604.85

8:59 AM

07/15/22

Village of Grand Beach - Major Street Fund

OPEN INVOICE REPORT

As of July 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
Farmer Tank Inc.					
Bill	06/15/2022	104326	DRYWELL LAKE VIEW	463.782 · Street Supplies	950.00
Total Farmer Tank Inc.					950.00
LOWES					
Bill	06/02/2022	101734...		463.782 · Street Supplies	105.91
Bill	07/06/2022	611261...	LUMBER	463.782 · Street Supplies	44.60
Total LOWES					150.51
SHERWIN WILLIAMS					
Bill	07/06/2022	0841-8	PAINT	463.782 · Street Supplies	337.32
Total SHERWIN WILLIAMS					337.32
TOTAL					1,437.83

9:04 AM

07/15/22

Village of Grand Beach - Local Streets Fund

OPEN INVOICE REPORT

As of July 15, 2022

Type	Date	Num	Memo	Split	Open Balan...
LOWES					
Bill	07/06/2022	61126150	LUMBER	463.782 · Street Supplies	29.74
Total LOWES					29.74
TOTAL					29.74

9:16 AM

07/15/22

Village of Grand Beach - Building Inspection Fund

OPEN INVOICE REPORT

As of July 15, 2022

Type	Date	Num	Memo	Split	Open Balance
WILLIAM H. LAMBERT					
Bill	07/15/2022		INSPECTIONS	000.500 · Building Inspection Fees	10,724.72
Total WILLIAM H. LAMBERT					10,724.72
TOTAL					10,724.72

Grand Beach Golf Course

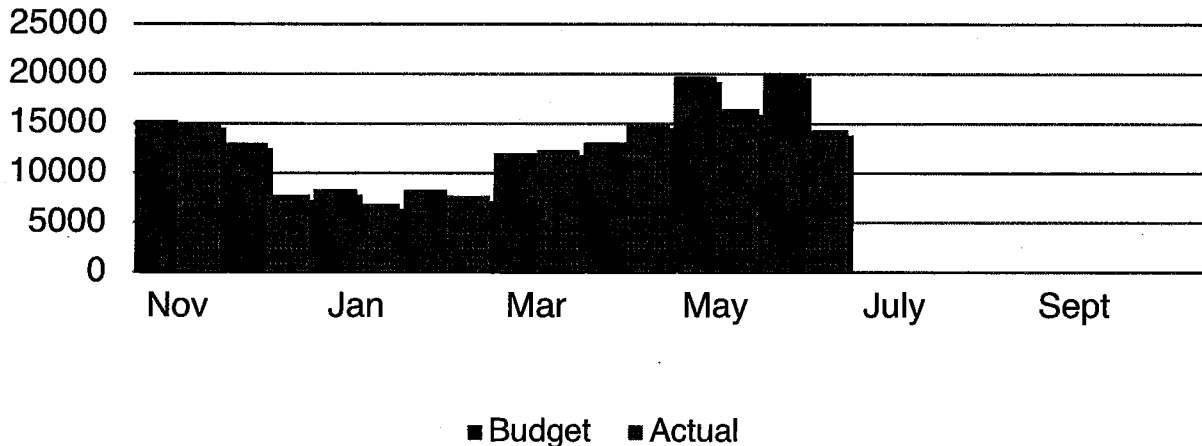
Rounds of Golf Report

JUNE

16	2022	2021	2020
Non-Resident Weekday	235	289	236
Non-Resident Weekend	157	129	210
Resident Weekday	507	475	539
Resident Weekend	351	285	420
Pass	427	666	857
Total	1677	1844	2262

Financial Data

	2022	2021	2020
Golf	\$ 25,509.00	\$ 21,824.44	\$ 25,970.50
Food	\$ 4,276.32	\$ 3,096.33	\$ 3,445.00
Accessories	\$ 2,030.50	\$ 1,615.00	\$ 1,013.75
Clothing	\$ 3,033.60	\$ 2,501.00	\$ 3,613.80
Cart Rental	\$ 10,069.00	\$ 6,469.00	\$ 6,006.00
Gam/Hdcp			
Subtotal	\$ 44,918.42	\$ 35,505.77	\$ 40,049.05
Cart Reg			
Total	\$ 44,918.42	\$ 35,505.77	\$ 40,049.05



July 20, 2022

Dear Grand Beach Council,

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

Financial

Year to date we are \$20,109 under budget.

Course News & Conditions

- Seasonal maintenance is ongoing.
- We repaired three irrigation leaks and replaced components in 5 sprinkler heads.
- Replaced the fuel pump on the Toro utility vehicle. Need to replace the electric motor on the electric utility vehicle.
- Plugged-out (replaced plugs of grass) worn or damaged spots on holes, 2 and 8 and also plugged out spots adjacent to 6 green from the vehicle damage.
- Grand Beach has experienced random power outages which has caused the lake pump to fail on several occasions.
- Booster pump service and repair estimate – attached.

Respectfully Submitted,

Clay Putnam
ServiScape, LLC

PEERLESS-MIDWEST, INC.

55860 Russell Industrial Parkway
Mishawaka, IN 46545
574-254-9050

**QUOTATION**Grand Beach Golf Coursec/o Serviscape, LLCQuote No. CAP071222-R1

Your No. _____

Attention: Clay PutnamEmail: cputnam@getserviscape.comDate: July 12, 2022

REFERENCE

Irrigation Course Booster Pump

QUANTITY	DESCRIPTION	PRICE
One (1)	<p>Peerless-Midwest, Inc. is pleased to provide the following pricing inclusive of all labor, equipment, and materials required to pull and perform a normal wearing parts overhaul the above referenced 540 GPM end suction pump and 30 HP electric motor as follows:</p> <p><u>Labor & Equipment:</u> Field Labor Shop Labor</p> <p><u>Pump Materials:</u> (1) mechanical seal kit (1) o-ring (1) gasket set (1) cap screw (1) washer (1) sleeve</p> <p><u>30 HP Motor Overhaul:</u> Motor overhaul to include megger test & vibration test, disassembly, surge test of windings, resistance test of windings, ground test of windings, replace radial bearings, varnish windings, reassembly, grease & paint.</p> <p>NOTE: If upon inspection it is found that any major wearing pump components are required such as an impeller, additional costs would be incurred and priced at that time for approval prior to proceeding.</p> <p>STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED</p>	

TERMS Net 30TOTAL PRICE \$7,940.00START 5-7 Day Lead MaterialsCOMPLETE As Required

PEERLESS-MIDWEST, INC.

ACCEPTED BY _____

BY Chad A. Plummer
Chad A. Plummer

SUPERINTENDENT'S REPORT

July 15, 2022

HALL - GROUNDS - MAINTENANCE GARAGE

Cleaned Maintenance garage.

STREETS - PARKS - BEACHES

Weekly Brush and Bag Pickup.

Cleaned out drywell's and storm drains.

Painted stop blocks on major streets.

Mow and trim Streets, Parks and Beach Easements.

Cleaned beaches at Royal and Walnut.

Placed buoy's in Lake Michigan.

Installed warning signs at White Wood and Walnut Beaches.

WATER DEPARTMENT

Sampled water June 25, 2022 and took to New Buffalo water treatment plant for analysis.


Submitted monthly reports for June readings to State of Michigan on July 10, 2022.

Sent annual water quality report to EGLE and the Berrien county health department.

EQUIPMENT

Service, Oil and grease equipment.

Respectfully Submitted



Robert Dabbs
Superintendent

Grand Beach/Michiana Police Offense Summary

Occurred 6/1/2022 - 6/30/2022

Offense	Total Offenses
2204 - 22002 - Burglary - No Forced Entry - Residence (Including Home Invasion)	2
2298 - 22003 - Burglary - Entering Without Permission	1
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	1
2404 - 24001 - Vehicle Theft	1
2901 - 29000 - Damage to Property - Business Property	1
2902 - 29000 - Damage to Property - Private Property	2
4196 - 41002 - Liquor Violation - Minor in Possession - Consume or Purchase Attempts	1
4998 - 49000 - Fugitive	1
73001 - 7300 - Ordinance Violation	22
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	1
8073 - 54003 - Traffic - Reckless Driving	2
8152 - 54003 - Traffic - Failed to Signal/Improper Signal	1
8290 - 54003 - Traffic - Improper Parking	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	6
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	2
9953 - 99008 - Miscellaneous - General Assistance	10
9954 - 99008 - Miscellaneous - Assist to Fire Department	6
9954 - 99009 - Miscellaneous - Non-Criminal	2
9955 - 99008 - Miscellaneous - Assist to EMS	4
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	3
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	12
Total	82

We had an extremely busy month, which is expected.

Please remember to lock your house up when you leave. We had two homes and a garage that was entered and property was stolen. These all occurred in Michiana.

Respectfully Submitted,



Ryan Layman, Chief of Police

VILLAGE OF GRAND BEACH
MONTHLY BUILDING INSPECTION REPORT

JULY 20, 2022

PERMIT #	NAME/ADRESS	WORK TO BE DONE	COST	START
2021-21	GOLDSTEIN 50215 LAKE PARK	NEW HOME	\$1,879,429.00	05/21
2021-22	ALLEGERETTI 52106 LAKE PARK	NEW HOME	\$1,000,000.00	06/21
2021-30	DWARAKANATHAN 51308 ROBIN LN	NEW HOME	\$900,000.00	11/21
2021-43	MEARSHEIMER 42204 MAIN	NEW POOL	\$80,253.00	11/21
2021-47	BROWN 45322 FAIRWAY	NEW HOME	\$640,080.00	12/21
2021-48	BURKE 45320 FAIRWAY	NEW HOME	\$819,800.00	12/21
2021-50	ARMSTRONG 58107 WALNUT	NEW HOME	\$289,789.00	12/21
2021-54	TOLE 47001 LAKEVIEW	DECK REWORK	\$150,000.00	12/21
2021-59	GABA 51315 ARNOLD	NEW HOME	\$3,200,000.00	12/21
2021-68	BLAUW 46020 LAKEVIEW	NEW GARAGE	\$125,000.00	12/21
2021-69	MORRIS 50262 GOLFVIEW	NEW HOME	\$500,000.00	01/22
2022-02	ZALANSKAS Xxxxxx CRESCENT	NEW HOME	\$550,000.00	01/22

2022-07	ALBERT 45302 PUTTERS LN	REHAB INTERIOR	\$300,000.00	03/22
2022-12	PUSKUNIGIS 45318 FAIRWAY DR.	NEW HOME	\$480,000.00	03/22
2022/15	PUSKUNIGIS 45316 FAIRWAY DR.	NEW HOME	\$410,000.00	04/22
2022/18	PHILLIPPI 51218 ARNOLD	NEW HOME	\$1,170,000.00	05/22
2022/20	DISABATO 51220 MAIN DR.	NEW HOME	\$960,000.00	05/22
2022/22	KERN 51216 E ARNOLD	NEW POOL	\$50,000.00	06/22
2022/23	McFADDEN 49016 E McKEAN	NEW DECK	\$22,000.00	06/22
2022/24	SMITH AND SONS 52106 LAKE PARK	NEW POOL	\$100,000.00	06/22
2022/25	CORVINO 47110 OAK ST	GUTTERS ECT.	\$2,300.00	06/22
2022/26	KARAZIM LOT 53 GOLFMORE	NEW HOME	\$600,000.00	06/22
2022/27	BLACKBURN 46115 PINE AVE	NEW POOL	\$50,000.00	06/22
2022/28	PUSKUNIGIS LOT # 34 GOLFMORE	NEW HOME	\$280,000.00	06/22
2022/29	BLAUW 46029 LAKE VIEW	REPLACE STAIRS	\$18,000.00	07/22
2022/30	SULLIVAN 50007 LAKE AVE	REPAIR DECK	\$43,700.00	07/22
2022/31	ZIMMER 49005 E McKEAN	REBUILD STAIRS	\$157,400.00	07/22

Village of Grand Beach Master Plan

Laurie Roche [REDACTED]

Mon 7/4/2022 11:38 PM

To:

- clerk grandbeach.org <clerk@grandbeach.org>

To: Village of Grand Beach Council

On June 23, 2022 the Planning Commission voted unanimously to update the existing Master Plan adopted on July 29, 2009, Two additional Parks and Recreation Plans were adopted in 2018 and 2019.

As Chairwoman of the Planning Commission I'm seeking your approval to update the current plan and to proceed with the bid process.

Laurie Roche

Village of Grand Beach PC

Sent from my iPad

VILLAGE OF GRAND BEACH

COUNTY OF BERRIEN - STATE OF MICHIGAN

RESOLUTION 2022-05

A RESOLUTION BY THE GRAND BEACH VILLAGE COUNCIL TO REQUEST ASSISTANCE FROM THE MICHIGAN MUNICIPAL LEAGUE LEGAL DEFENSE FUND IN COURT OF APPEALS CASE NO. 361974, BERRIEN COUNTY CIRCUIT COURT CASE NO. 2021-0057-CZ

At a Regular Meeting of the Village Council of the Village of Grand Beach, County of Berrien, State of Michigan, held at the Village Hall, 48200 Perkins Blvd., Grand Beach, MI 49117, on the 20th day of July, A. D. 2022, at 7:00 p.m., Eastern Standard Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

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

RESOLUTION

WHEREAS, the Village of Grand Beach ("Village") is an incorporated Village under the Michigan Home Rule Village Act, being Act 278 of 1909 ("Home Rule Village Act"), and a member of the Michigan Municipal League; and

WHEREAS, the Village adopted a corporate Charter on July 16, 1934, by majority vote of the Village electors, which Charter was revised and amended from time to time ("Village Charter"), which Charter gives the Village "power to exercise any and all of the powers which villages are, or may hereafter be, permitted to exercise under the constitution and laws of the State of Michigan, as fully and completely as though the powers were specifically enumerated herein; to protect the public peace and health and provide for the safety of persons and property; and to do any act to advance the interests of the village, the good government and prosperity of the municipality and its inhabitants, except for such limitations and restrictions as are provided in this charter, and no enumeration of particular powers of the village in this charter shall be held to be exclusive", as provided in Corporate Powers, Section 2; and

WHEREAS, the Village Charter adopted specific boundaries, such territory being the incorporated boundaries of the Village pursuant to the provisions of the Village Charter, and of Act 278 of the Public Acts of 1909, as amended, which corporate boundaries are incorporated by reference (hereinafter "Village Land"), and

WHEREAS, the Village Charter grants the Village Council full powers of governance over Village Land under the Home Rule Village Act and all other statutes of the State of Michigan, including the powers to choose and fund its own emergency services, and

WHEREAS, the Home Rule Village Act and Village Charter expressly grants the Village the exclusive right as a unit of local government to pass ordinances and resolutions that govern and impact Village operations and Village Land; and

WHEREAS, by operation of law, no other local unit of government in the State of Michigan, which includes a township, village, or city, may pass an ordinance or resolution that is binding or authoritative over Village residents or Village Land; and

WHEREAS, the Home Rule Village Act, Section 22 et seq., and the Michigan Police and Fire Protection Act, Act 33 of 1951, expressly grant the Village the authority to create, operate, maintain, and fund a police and fire department and/or other emergency services as needed and determined by the Village Council, and

WHEREAS, the Village Charter and Home Rule Village Act provide that the Village can contract for emergency services with other municipalities, individuals, or corporations, and

WHEREAS, the Village created a Village police department over 85 years ago, with a designated Village Police Chief and certified police officers who are empowered to act under the Home Rule Village Act and other Michigan statutes governing law enforcement, and

WHEREAS, the Village Council voted unanimously on April 9, 2022, to seek bids and contracts for fire and ambulance services, and

WHEREAS, despite the statutory authority of the Village to choose and fund its own emergency services, New Buffalo Township recently levied by township resolution a twenty (20) year 2.1 mill assessment on properties located within the Village of Grand Beach for emergency services, including police, fire, and ambulance services, with duplicate police services being imposed by the township over the Village, and limiting the Village's authority to contract for fire and ambulance services, and

WHEREAS, the Village Charter details in Section 47 how special assessments are to be levied on Village Land by the Village Council, in accordance with the procedures in the Village Charter, and

WHEREAS, the Village Charter gives exclusive authority for special assessments over incorporated Village Land to the Village Council, and

WHEREAS, the Village filed a declaratory judgment action in Berrien County Circuit Court, file number 20021-0057-CZ, and the Court ruled that townships may impose its own chosen emergency services and a special assessment for such services on Home Rule Villages

by mere resolution of a township board, thereby providing and requiring payment for duplicate police services to Village residents, over the objections of the Village Council, and

WHEREAS, on June 28, 2022, the Village appealed the Circuit Court decision in Court of Appeal File No. 361974, and

WHEREAS, the Village believes that the New Buffalo Township Board's actions in attempting to pass a resolution of special assessment against incorporated Village Land without consideration of the Village Charter or state law governing the Village's sovereignty, and against the direct will of the Village Council, constitute a blatant violation of separation of powers between local units of government, and

WHEREAS, the Village Council requests that the Michigan Municipal League review and consult with the Village Attorney, and provide any assistance available in the above-captioned appeal from the Michigan Municipal League Legal Defense Fund.

NOW THEREFORE BE IT RESOLVED, The Village of Grand Beach hereby requests that the Michigan Municipal League review and consult with the Village Attorney, and provide any other assistance available from the Legal Defense Fund in the above-captioned appeal.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Mary Robertson, Village Clerk

CERTIFICATION

I, Mary 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 July 20, 2022, and that public notice of said meeting was given pursuant to the Michigan Open Meetings Act, Act 267 of 1976, as amended.

Mary Robertson, Village Clerk

**New Buffalo Shoreline Alliance
P. O. Box 425
New Buffalo, Michigan 49117
312-912-7908**

August 2, 2021

Dear NBSA / ACOE Lawsuit Participant:

In conducting due diligence prior to filing suit, the NBSA attorneys decided it would be better strategically to structure the lawsuit without an assignment of claims. The underlying claims and allegations of the lawsuit remain unchanged. Furthermore, the lawsuit will continue to be funded by the New Buffalo Shoreline Alliance.

We have enclosed a new set of documents for your signature. There are two sets of the documents, one set for you to sign and the other set for your records. You'll note that there's a little red arrow where your signature is required. We have enclosed a self-addressed stamped envelope for your use in returning the documents to us.

Thank you for your participation in the New Buffalo Shoreline Alliance. There aren't too many things you can be certain of these days, but we are extremely confident that we will solve the erosion problem in the future if we continue to work together.

Thank you for your support and we'll communicate with you on an ongoing basis when the lawsuit is filed. If you have any questions or concerns, please contact us at the phone number at the top of this letter.

Sincerely,

New Buffalo Shoreline Alliance

BB:kr

Enclosure:

New Buffalo Shoreline Alliance
P. O. Box 425
New Buffalo, Michigan 49117

May 26, 2021

Dear Grand Beach Lake Front Home Owner,

The New Buffalo Shoreline Alliance is preparing to take legal action against the Army Corp of Engineers (ACOE), after an extensive period of expressions from the ACOE to get something done about the beach erosion from New Buffalo to Grand Beach.

Enclosed with this memo are the following documents:

- ** The NBSA – What You Need to Know, which gives an outline of the action that the NBSA is about to take and the hope that you will join us and your fellow lake front owners from neighboring communities.**
- ** Frequently Asked Questions – which will hopefully answer your questions.**
- ** O'Hagan Meyer law firm outline of the basis of the lawsuit and a complete explanation of the process.**
- ** Assignment of Claim Form – which will give the NBSA the ability to represent you as a plaintiff in the lawsuit.**
- ** Donation Form - We are asking for a \$4,000 donation from lake front owners and a \$2,000 donation from those property owners not on the lake front. The donation can be paid out over two years. The donation is important, but more important is the participation in the lawsuit as a plaintiff with the completion and signing of the Assignment Claim Form.**

Any donation to the NBSA is 100% Tax Deductible. We will file the lawsuit in the first few days of June. Our victory will keep you from having to write checks every few years to prevent damage to your property, and will increase the value of your property. Grand Beach represents 50% of the shoreline between Grand Beach and the New Buffalo harbor. We have a number of your fellow Grand Beach residents signed up, but the total we are seeking in damages is dependent on the number of lake front owners who participate. We are confident of victory, but without the majority of Grand Beach residents providing their loss Data and joining the lawsuit, our ability to fund the solution will be in jeopardy. We have about 20% of the Grand Beach owners signed up and 75% of the property owners from Grand Beach to New Buffalo. All proceeds from the lawsuit will go into the New Buffalo Beach Irrevocable Trust.

Please call me at 312-933-7559 or email me at [**bbyrnes.nbsa@gmail.com**](mailto:bbyrnes.nbsa@gmail.com) if you have additional questions or concerns.

Thanks very much,

Brian Byrnes, NBSA Treasurer

The NBSA—What You Need to Know

The New Buffalo Shoreline Alliance ("NBSA"), a 501-C3 non-profit corporation, is planning to file a lawsuit in Federal Court against the United States of America. The lawsuit alleges that the U.S. Government, through the Army Corp of Engineers, designed and built a recreational harbor in New Buffalo, MI causing substantial harm to lakefront property owners south of the harbor for approximately 3+ miles, from the harbor through Grand Beach. Damages include loss of beach, loss of property value, and the cost of adding shoreline protection. The lawsuit is a "takings" claim based on the 5th Amendment (a person may not be deprived of property by the government without due process of law and fair compensation). Similar claims have been tried in similar cases with positive results, and the NBSA and our attorneys believe we have a very strong case and will likely be successful.

After working in earnest with the Army Corp. and government agencies for more than 3 years unsuccessfully attempting to negotiate a solution, the NBSA decided to pursue litigation. The NBSA has technical and documentary data and evidence that the Army Corp was responsible for the harm done to the lakefront. We have thoroughly reviewed the data with our counsel and partnered with a Chicago firm who was familiar with the Banks Case (Stevensville) and arrived at a fixed fee arrangement capping our entire legal costs at \$400,000.

Why it is critical for all lakefront property owners to join in the lawsuit as Plaintiffs

Only shoreline property owners have the right and standing to sue for the "takings" claim. Certainly ALL lakefront property owners from the harbor south through Grand Beach suffered losses in property value when their beaches eroded and they were forced to add costly shoreline revetments. We need to include all of the home value losses and the cost of all shoreline revetments for all properties to be able to accurately assess the damages caused by the harbor. Unless a property owner is a Plaintiff in this case, we cannot claim their damages. The cost to implement our solution (sand nourishment and offshore breakwaters to restore our beaches and shoreline) is large so we need to include the vast majority of lakefront property owners as plaintiffs to maximize the award amount.

In order for a lakefront owner to join The NBSA as a plaintiff, they need to submit the following to the NBSA:

1. Proof of ownership, including a copy of the property deed and property tax bills;
2. An executed Assignment Agreement
3. Copies of any previous appraisals you may have.
4. Proof of cost of any revetment, repair or other shoreline protection incurred by the property owner,

In addition to creating an accurate "total damage" estimate by all lakefront owners joining in the lawsuit it is also important to have a very high percentage of lakefront owners joining the suit to leverage our position with the government. Individuals would most likely have a difficult (and costly) time in bringing a similar lawsuit. Collectively, we have a much stronger case than the individual property owner.

What Happens When We Win the Lawsuit?

The proceeds of the lawsuit (monetary judgment and legal costs (we also recover our legal costs if we win)) will go into a Trust Fund (not for profit) administered by representatives of the associations/communities impacted. These funds can only be used for the purpose of sand nourishment and breakwaters. There will be a documented plan that describes the design, implementation, and schedule for the nourishment and breakwaters. The size of the award will most likely have an impact on the final design implementation. All funds will be used for these purposes. No monetary awards will go to any plaintiffs.

Why It Is Important For Everyone To Contribute

Costs of the litigation are going to be funded by the NBSA. Although the community and our membership has been very generous in the past, we need to raise an additional \$400,000 to ensure our success.

Lakefront owners stand to regain their beaches, increase their property value, and reduce future revetment expenses. From lakefront owners we are requesting a donation amount of \$4000.

Property owners with deeded beach rights (but are not plaintiffs) have much to gain as well. It is estimated that off lake properties with deeded beach rights are valued 30% higher than those without beach access. The requested donation for deeded beach right owners is \$2000.

Please note that the amount of all donations is voluntary, we appreciate all donations, and no one is required to make a donation. A lakefront owner can join as a plaintiff without making a donation.

Donations can be made by check or credit card and can be completed on NBSA's website. Periodic (monthly) payments can be charged to your credit card if you desire. **Since the NBSA is a non-profit 501 C(3), all donations are tax deductible.**

Our Newsletter will keep you up to date on donation status.

Frequently Asked Questions

1) Where can I see an overview of the lawsuit description?

Please see the "What You Need to Know" document and a description from our legal counsel providing an overview of our "Takings Claim" document. Both files are attached.

2) Who will join in the lawsuit?

We need as many lakefront property owners as possible to join as plaintiffs in the lawsuit. We have plaintiffs from every lakefront community from Dunewood Condominiums to Grand Beach including the City of New Buffalo and the Village of Grand Beach. We expect a very high percentage (> 80%) to participate in the lawsuit).

We need to include the damages for every single lakefront owner (to make our takings claim accurate) and we cannot do that unless we have very high participation.

3) How will the NBSA keep me updated on the lawsuit and what we need to know/do?

The NBSA will send periodic Newsletter by email and will update our website (NewBuffaloShorelineAlliance.org). Your NBSA Director Representative can also be contacted. Their contact information is contained in our Newsletter.

4) How do I prove ownership of my property?

You should provide a copy of the current deed. No chain of title is required. Deeds are available at the Berrien County Clerk's Office. If you do not have a copy of your deed, the NBSA can arrange to get one for you from the County Clerk's Office.

5) My property is held in trust. What trust documents do I need?

The NBSA will need the legal name of the trust and the transfer of the relevant property into the trust. No other details are needed and you can redact any details if would like.

6) What property appraisals are needed? I have some from 2000, are they ok?

Any available appraisals are acceptable.

7) What type of documentation of property sales/purchases/expenses are required?

We will review expenses, purchases and sale records that post-date the construction of the harbor (1975) if they are readily available. These documents may aid our experts but, this type of documentation is not required.

8) What property tax records are required?

Frequently Asked Questions

Tax records can help establish property value/ownership but are not required.

9. What documents are required to show cost of shoreline protection and revetments?

These records are important. The NBSA would like contracts for shore protection work, invoices and proof of payment of those invoices. These costs are a key part of our "takings" claim.

10. Do I have any liability by joining in the lawsuit as a plaintiff?

The NBSA is filing the lawsuit, and it is our view and the view of our counsel that plaintiffs joining the lawsuit are not incurring any personal liability. The assignment form plaintiffs are required to complete further details the liability question. As always, lakefront owners are free to consult their personal attorney to review the documents and details of the lawsuit.

11. How much will this lawsuit cost?

The NBSA has negotiated a written agreement with our legal counsel with a "ceiling cost" of \$400,000. The cost of the lawsuit will be funded entirely by donations to the NBSA. We are suggesting our lake front owners to commit to a \$4000. donation (fully tax deductible as a charitable contribution) over a 12-18 month period. We are asking property owners who have deeded beach rights to donate \$2000 over the next 12-18 months.

12. If we win the lawsuit what is the benefit?

Assuming enough lakefront owners participate and join as plaintiffs the "takings" amount will be very large. The awarded amount (plus our legal costs) will be placed in a Trust Fund to rebuild the beaches south of the harbor through Grand Beach and to install offshore breakwaters to protect those beaches. The cost to nourish our beaches and to install breakwaters is considerable. However, with > 80% participation our takings claim will exceed those costs. Lakefront owners and communities will regain property value as well as beach and funds to maintain the shoreline to protect against erosion well into the future.

13. I am not a lakefront owner but do have beach rights in my community. Can I join as a plaintiff in the lawsuit?

No, only parties who own lakefront property can join as plaintiffs in the lawsuit.

O'HAGAN MEYER

ATTORNEYS & ADVISORS

Katherine A. Jones
312.422.6100 PH
312.422.6194 DR
312.422.6110 FX
kjones@ohaganmeyer.com

January 29, 2021

VIA ELECTRONIC MAIL
tedg@brwllc.com

Ted Grzywacz
New Buffalo Shoreline Alliance
c/o Berkshire Refrigerated Warehousing, LLC
4550 South Packers Avenue
Chicago, Illinois 60609

Re: New Buffalo Shoreline Alliance / U.S. Army Corps of Engineers
OM No.: 28673

Dear Mr. Grzywacz:

Please accept this correspondence as our explanation of the basic elements of a takings claim.

A. BASIS FOR TAKINGS CLAIM

The single cause of action NBSA would likely assert against the United States is a Fifth Amendment takings claim wherein NBSA would allege that the federal government took private property without just compensation. The Fifth Amendment of the United States Constitution provides "nor shall private property be taken for public use, without just compensation." A taking occurs when the government appropriates, encroaches upon, or occupies private land for its own proposed use. Courts have uniformly held that even a minimal "permanent physical occupation of real property" requires compensation under the Fifth Amendment. *Loretto v. Teleprompter Manhattan CATV Corp.*, 458 U.S. 419, 427, 102 S.Ct. 3164, 73 L. Ed. 2d (1982); *United States v. 564.54 Acres of Land*, 441 U.S. 506, 99 S. Ct. 1854, 60 L. Ed. 2d 435 (1979).

B. JURISDICTION AND THE TUCKER ACT

The United States Court of Federal Claims is the only court that has jurisdiction to hear takings claims against the federal government, when the relief sought is just compensation (payment of money damages) over \$10,000. The United States Court of Federal Claims is a specialized court that has exclusive, national jurisdiction to hear takings claims, along with other money claims against the United States. Monetary judgments rendered by the Court of Federal Claims are paid out of the Judgment Fund, administered by the U.S. Treasury. Because the United States government is the only defendant in this Court, all cases are defended by the U.S. Justice

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Philadelphia • Richmond • San Francisco • Washington D.C. • Wilmington, DE

Department. The Court of Federal Claims does not entertain suits between private parties, criminal cases, claims for injunctive or declaratory relief (except bid protests), or tort cases. There are no summonses and no juries. Appeals go to the Federal Circuit Court of Appeals, located in the same National Courts Building as the Court of Federal Claims.

The Federal Court of Claim's jurisdiction is set forth in the Tucker Act (28 U.S.C. §1492). The Tucker Act is a jurisdictional statute that . . . waives the Federal Government's sovereign immunity for monetary claims "founded either upon the Constitution, or upon any Act of Congress, or any regulation of an executive department, or upon any express or implied contract with the United States, or for liquidated or unliquidated damages in cases not sounding in tort." "If there is a taking, the claim is 'founded upon the Constitution' and within the jurisdiction of the [Court of Federal Claims] to hear and determine." *United States v. Causby*, 328 U.S. 256, 267, 66 S.Ct. 1062, 90 L. Ed. 2d 1206 (1946).

C. STATUTE OF LIMITATIONS

The applicable statute of limitations for filing suit in the Court of Federal Claims is six years. 28U.S.C. § 2501 ("[e]very claim of which the United States Court of Federal Claims has jurisdiction shall be barred unless the petition thereon is filed within six years after such claim first accrues"). The six-year limitation is an express limitation on the Tucker Act's waiver of sovereign immunity. *Hart v. United States*, 910 F.2d 815, 817 (Fed. Cir. 1990)). In *Hopland Band of Pomo Indians v. United States*, 855 F.2d 1573, 1576-77 (Fed. Cir. 1988), the Federal Circuit observed that the six-year limitations period for actions against the United States "is a jurisdictional requirement attached by Congress" that must be strictly construed.

"A claim against the United States first accrues when all the events have occurred which fix the alleged liability of the defendant," see *Hopland Band*, 855 F.2d at 1577, at which time "the plaintiff has a legal right to maintain his or her action." When looking at the statute of limitations, courts will look at "the time of the [defendant's] acts, not upon the time at which the consequences of the acts became most painful." *Fallini v. United States*, 56 F.3d 1378 (Fed. Cir. 1995) Generally, with respect to physical takings claims, courts have opined that a claim does not accrue "unless the claimant knew or should have known that the claim existed." *Hopland Band*, 855 F.2d at 1577; *Banks v. United States*, 49 Fed. Cl. 806 (2001). To demonstrate "ignorance" of a claim, a plaintiff must show either the United States has concealed its acts or that the injury was 'inherently unknowable' at the accrual date. *Japanese War Notes Claimants Association v. United States*, 373 F.2d 356, 359, 178 Ct. Cl. 630, cert. denied, 389 U.S. 971, 88 S. Ct. 466, 19 L. Ed. 2d 461 (1967). Once a plaintiff is on inquiry that it has a potential claim, the statute of limitations begins to run." *Coastal Petroleum Co. v. United States*, 228 Ct. Cl. 864, 867 (1981).

As discussed more fully in *Banks*, when the government allows a taking of land to occur by a continuing process of physical events, "a landowner may postpone suit until the consequences [of the governmental act in question] have so manifested themselves that a final accounting may be struck." Plaintiffs may postpone filing suit until the nature and extent of the taking is clear.

Fallini, 56 F.3d at 1381. In such a case, plaintiffs' cause of action does not accrue until the situation becomes "stabilized." *Banks v. United States*, 49 Fed. Cl. 806 (2001). For example, in *United States v. Dow*, 357 U.S. 17, 27 (1958), the Court held that the statute of limitations does not bar an action for taking by flooding "when it was uncertain at what stage in the flooding operation the land had become appropriated to public use." In *Boling v. United States*, 220 F.3d 1365, 1370-71 (Fed. Cir. 2000), the Federal Circuit stated that "stabilization occurs when it becomes clear that the gradual process set into motion by the government has effected a permanent taking, not when the process has ceased or when the entire extent of the damage is determine." When "it is clear that the process has resulted in a permanent taking and the extent of the taking is reasonably foreseeable, the claim accrues and the statute of limitations begins to run." *Id.* at 1371.

In *Banks*¹, the plaintiffs argued that their cause of action did not accrue until 1999 when they learned from statements made a series of Army Corps of Engineers Section 111 reports that erosion attributable to a ACOE project was permanent and irreversible. 49 Fed. Cl. at 821. In those statements, the ACOE representative more or less acknowledged that up to that point the ACOE was not sure of the effects or effectiveness of its erosion-abatement efforts.

¹ The *Banks* case arose after a group of lakefront homeowners sued the United States in the Court of Federal Claims, alleging a Fifth Amendment taking. After the case was filed, the Court of Federal Claims found that it lacked jurisdiction to hear the *Banks* Plaintiffs lawsuit because the cause of action had accrued more than six years before it was filed, putting the claim outside the limitations period. In 2003, the Court of Appeals for the Federal Circuit reversed this opinion and found that the lawsuit was timely filed. *Banks v. United States (Banks II)*, 314 F.3d 1304, 1310 (Fed. Cir. 2003). In 2011, the Court of Federal Claims again found that it did not have jurisdiction to adjudicate the case based on purportedly newly-submitted evidence but added that, "[f]or purposes of judicial efficiency, if the reviewing court in any appeal should disagree with the court's view of its jurisdiction, . . . the court also presents here its finding from the trial . . . in the alternative" regarding liability and damages. *Banks v. United States (Banks III)*, 102 Fed. Cl. 115, 120 (2011). The Court of Appeals reversed the Court of Federal Claims' finding that it had no jurisdiction for a second time in *Banks v. United States (Banks IV)*, 742 F.3d 1268 (2014) and stating that [t]he Court of Federal Claims' alternative merits discussion is not a final and appealable decision over which this court has jurisdiction.

On remand, the Court of Federal Claims determined that the mandate in *Banks IV* did not "require revisiting" any of its previously-made findings on liability and damages and "enter[ed] the liability and damages findings that were presented 'in the alternative' by the court in *Banks III*." *Banks v. United States*, No. 99-4451L, 2015 WL 4939954, at *3 (Fed. Cl. Aug. 18, 2015). Those merits findings included findings that: (1) the shoreline at issue for all properties except one sat on a sandy lake bed, not a cohesive lake bed, (2) the *Banks* Plaintiffs were entitled to damages for the ACOE's failure to mitigate 30% of the erosion of shoreline above Lake Michigan's ordinary high water mark from the time each plaintiff purchased his or her property until 1970 (3) *Banks* had shown no damages for the erosion caused up to 1970, (4) the ACOE successfully mitigated all of the erosion caused between 1970 and 2009, and (5) although *Banks* would be entitled to 30% of all reasonably foreseeable future loss due to erosion not mitigated by the ACOE, *Banks* had failed to carry the burden of proof to establish entitlement to just compensation for any reasonably foreseeable erosion.

Both parties appealed the Court of Federal Claims' findings with respect to the ACOE's liability for a physical taking based on erosion of the shoreline and the award of damages. The Court of Appeals largely vacated the ruling and remanded it for further litigation.

D. APPLICATION TO PRESENT CASE

Based upon the facts that we have to date, we believe that the NBSA, as assignee of individual property owners, possesses a strong Fifth Amendment takings claim against the United States. Any potential lawsuit would allege that the ACOE designed the New Buffalo harbor in such a manner as to prevent the littoral transfer of sand to the south of the harbor, thereby resulting in the beaches to the south of the harbor to erode. We believe that, it is more likely than not, that we will be able to establish that the harbor directly caused some percentage of the erosion and that lakefront owners lost private property as a result.

We also believe that we have a viable argument that the statute of limitations has not yet expired. NBSA will argue that the original ACOE plan called for nourishment of the southern beaches until 2024. While the ACOE paused its formal nourishment program for the beaches in 1995, the ACOE has periodically placed nourishment on the beaches since 1995, including the placement of dredged sand. Moreover, the ACOE has repeatedly promised to restart the formal nourishment program upon receiving additional funding to do the same. Finally, we note that the 2009 ACOE report indicated that the north beach (and bypass bar) won't reach a state of equilibrium until 2020.

Based upon the reasoning of the Banks rulings, we anticipate arguing that property owners are entitled to recover both the diminution in value of their properties as a result of the ACOE's taking, or the cost of past shore protection expenditures to compensate them for past losses, and the cost of installing shore protection in the future to compensate them for their future losses.

Sincerely,



Katherine A. Jones

KAJ/jld

New Buffalo Shoreline Alliance
P.O. Box 425
New Buffalo, Michigan 49117

"The Alliance is a 501 (c)(3) Non-Profit Organization"

DONATION / PLEDGE FORM

Name: _____

Billing Address: _____ City: _____ Zip: _____

Michigan Address: _____
(If Different
than Billing)

Email: _____ Phone: _____

I (We) wish to pledge / donate (CIRCLE PLEDGE OR DONATION) a total of \$_____ to the New Buffalo Shoreline Alliance for their use in their efforts to restore the beaches of New Buffalo, New Buffalo Township, Grand Beach and Michiana Shores.

Credit Card Type: _____

Credit Card Number: _____

Expiration Date: _____ CCV Number _____
(Three digit number on back of card)

Authorized Signature: _____

PLEASE MAKE CHECKS PAYABLE TO: New Buffalo Shoreline Alliance

****Your Donation is Tax Deductible****

PLEASE NOTE:

If you are making a pledge and cannot pay any amount at this time, please make certain that we have your phone number and email address to make future payment arrangements.

On behalf of the New Buffalo Shoreline Alliance we thank you for your donations and pledges and your overall support. This issue of the disappearing beaches will be with us for some time and will affect our lives in many different ways. The Alliance is committed to returning our beaches to their former state and we can't do it without YOU.
THANK YOU

JOINT PROSECUTION AGREEMENT

This Joint Prosecution Agreement (the "Agreement") regarding the potential lawsuit entitled Thaddeus E. Grzywacz et. al v. The United States of America to be filed in the Federal Court of Claims (the "Lawsuit") is made and effective this ____ day of _____, 2021 and shall remain in effect throughout the entirety of the Lawsuit, between and among the undersigned landowners (the "Landowners"), as listed on Exhibit A hereto, and the New Buffalo Shoreline Alliance ("NBSA"), a non-profit organization whose mission is to preserve and protect the beaches and shoreline of Lake Michigan and of which the Landowners are members. In the event new landowners join the Lawsuit, Exhibit A will be amended accordingly, and the Landowners agree to said amendment.

1. Common interests

The Landowners and NBSA (individually a "Party" and collectively the "Parties") acknowledge that they are operating under a common interest agreement and wish to memorialize that agreement. The Parties anticipate and believe that the Lawsuit will present various legal and factual issues common to the Parties and that the Parties share common interests in the Lawsuit. Further, the Parties share a common interest in the preservation of the shoreline south of the New Buffalo Harbor. This interest includes the undertaking of measures to protect the shore with the goal of combatting the ongoing erosion caused by the interruption of the southward littoral drift due to the construction of the New Buffalo Harbor. The Parties further believe it is in their best interest to share information and resources related to the prosecution of the Lawsuit and to use privileged communications and work-product as part of a joint-prosecution to advance the Lawsuit. The Parties believe that their common interest includes providing coordinated and united prosecution of the Lawsuit with the goal of minimizing the cost of litigation while maintaining and preserving all protections afforded by the attorney-client privilege, the work product privilege, and the joint prosecution privilege, common-interest doctrine, deliberative process privilege, execute privilege, privileges regarding mediation or settlement communications or any other privilege or protection existing under state or federal law.

2. Representation

The Parties have agreed to retain O'Hagan Meyer, LLC (the "Firm") to prosecute the Lawsuit. The Parties hereby waive any potential conflicts of interest that may arise from this joint representation and furthermore acknowledge that they have been fully apprised of the potential advantages and risks of joint representation. The Parties agree that the Firm shall have discretion to make litigation decisions including demand for production of records, the taking or non-taking of depositions, the issuance of discovery, the retention of experts and other decisions necessary to prosecute the Lawsuit.

3. Prosecution of the claim

The Landowners authorize NBSA to oversee and administer the Lawsuit. The New Buffalo Shoreline Association is authorized to communicate with the Firm and manage the course of the Lawsuit. The NBSA shall communicate with the Parties to this Agreement to keep them

apprised of critical developments. All protections afforded by the attorney-client privilege, the work product privilege, and the joint prosecution privilege, common-interest doctrine, deliberative process privilege, execute privilege, privileges regarding mediation or settlement communications or any other privilege or protection existing under state or federal law.

This authorization shall not be considered an assignment of any interest in the Claim to any third-party. As owners of the Property and party of interest to the Claim, the Landowners retain final decision regarding the ultimate disposition of any litigation related to the Claim.

4. Attorney Fees

All attorneys' fees, costs and expenses associated with pursuing the Claim shall be paid and satisfied entirely by the New Buffalo Shoreline Association pursuant to contributions made by its members.

5. Cooperation among Parties

The Parties shall cooperate as fully as possible and practicable with one another, given the common interests and concerns. Any information, testimony, or documents provided pursuant to this Agreement, shall, if the producing party so requests, be deemed confidential and shall not be disclosed without the express written consent of the disclosing party or pursuant to court order. All such designations shall survive the termination or rescission of this Agreement.

The Parties agree to use information disclosed pursuant to this Agreement solely to further the interests related to the Lawsuit. The Parties further agree to return any and all materials provided pursuant to the Agreement upon request of either Party.

6. Settlement

The Parties hereby authorize the Firm to accept any settlement of the entirety of all of the Landowners' claims for an amount of \$21,746,013 (or more) from the United States. The Parties estimate that this amount will allow the Parties to build breakwaters to protect the Landowner's shoreline as set forth in the Edgewater Resources August 28, 2017 report.

7. Proceeds

Each Party agrees that any and all proceeds related to the of the Claim, if any, whether obtained via settlement or verdict shall be placed in The New Buffalo Beach Restoration Charitable Trust for the benefit of the joint interests of the signors to the Joint Prosecution Agreement. The New Buffalo Beach Restoration Charitable Trust shall undertake construction projects to maintain the beaches, construct an effective breakwater or revetment and to purchase and provide beach sand for the ongoing maintenance of the beaches and property south of the New Buffalo, Michigan harbor and extending to the western lakefront edge of Grand Beach, Michigan for those properties along the shoreline of Lake Michigan. Each Party authorizes the Firm to distribute all proceeds from the Claim, if any, directly to The New Buffalo Beach Restoration Charitable Trust. No lien rights are created by this provision.

8. Termination

This Agreement may be terminated by any Party upon 60 days written notice to the Firm at any time prior to verbal acceptance of a settlement or verdict. In the event of the termination of this Agreement, the Parties shall continue to hold in confidence all confidential information shared prior to the termination of this Agreement. Termination by a single Party does not affect the contract rights under this Agreement for any other Party, except as to the terminating Party.

9. Confidentiality

The Parties agree that the existence and terms of this Agreement shall be kept confidential, except that the Agreement and its terms may be disclosed in any action to enforce the Agreement, or as otherwise may be required by administrative or court order or other applicable law.

10. ~~Survival~~

The Parties agree the obligations set forth under the "Cooperation among Parties," and "Confidentiality" Sections will survive the termination of this agreement by any Party as well as the expiration of the Lawsuit.

11. Other Matters

No Party, nor officer, agent, employee, representation, trustee, or attorney of or for any Party – has made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement; and each Party does not rely upon any statement, representation or promise of any other party in executing this Agreement, except as expressly stated in this Agreement.

Each party to this Agreement has made such investigation of all of the facts pertaining to this Agreement, and all of the matters pertaining thereto, as it deems necessary.

Each Party or responsible officer or partner thereof has read this Agreement and understands the contents thereof. Each of the officers, trustees or partners executing this Agreement on behalf of their respective entities is empowered to do so and thereby bind such respective entity.

It is further agreed that the Parties will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall, nevertheless,

continue in full force and effect, without being impaired in any manner whatsoever, assuming the remaining provisions are consistent with the original intent of the Parties.

This Agreement may be executed in several counterparts, and sent electronically, in one or more separate documents, all of which together constitute one and the same instrument, with the same force and effect as though all the parties had executed the same document.

The language of this Agreement shall be construed as a whole, according to its fair meaning and intent. No presumption or inference shall be drawn against the persons principally responsible for the drafting of this Agreement or any specific portion of this Agreement.

Representative: New Buffalo Shoreline
Alliance

Date

Tom Harmon

Date

June Harmon

Date

Carter Eckert

Date

Manfred Raiser

Date

Ingrid Raiser

Date

Charles Nalon

Date

Amy Nalon

Date

Robert Bellick

Date

Sheryl Bellick

Date

Representative: Sherri K. Miske Qualified

Date

Personal Residence Trust

Keith Kudla

Date

Amy Gordon

Date

**Representative: Bosack Linda
Revocable Trust**

Date

Bartley Goldberg

Date

Melissa Goldberg

Date

Daniel Valkas

Date

Gale Kozloff

Date

Robert Salerno

Date

**Representative: Edward D. Oldis
Revocable Trust**

Date

**Representative: Nancy E. Oldis
Revocable Trust**

Date

Representative: Alandeen Properties, LLC

Date

**Representative Michael D. and Margaret A.
McCormick Personal Residential Trust**

Date

David Soglin

Date

Michael Tadin

Date

Lee Leckowicz

Date

Representative: Bill Deputy Foundation

Date

Anthony Consola

Date

Representative: Arlene Urquhart
Revocable Trust

Date

Representative: Lillian Casten
Revocable Trust

Date

Representative: Forest Beach
Condominium Association

Date

Representative: Forest Beach Villas
Condominium Association

Date

Representative: Park Avenue Partners
Properties, LLC

Date

Representative: Ellen Frankle Living Trust

Date

Representative: Warwick Shores
Condominium Association

Date

Representative Therese A. Liebentritt
Revocable Trust

Date

Representative: Dunewood
Condominium Association

Date

Sammi Dali

Date

Representative: Michael L. Harmon Trust

Date

Representative Frank Vincent
Gentile 2005 Trust

Representative: Candace Lee
Gentile 2005 Trust

Date

Dan Devlin

Date

Linda Devlin

Date

Shirley Knudsen

Date

George Salerno

Date

Representative: Shaila Verma
Irrevocable Trust

Date

Representative: Mikhil Verma
Irrevocable Trust

Date

John Eckenstein

Date

Lisa Eckenstein

Date

Representative: Dan and Penny
Wolf Trustees

Date

Representative: Henschel Laurie E
Revocable Trust

Date

David Garelick

Date

Marcelle Koft

Date

Mary R. Lyne Trust

Date

Virginia Orlowski

Date

Representative: Mary M Trafas 1992
Revocable Trust

Date

Representative: James F Wade IV &
Joan F Wade Trust

Date

Kathleen E. Higgins

Date

Thaddeus E. Grzywacz

Date

Jane A. Grzywacz

Date

Ed Burke

Date

Date

Date

Exhibit A

The parties to this Agreement are as follows: Tom Harmon, June Harmon, Carter Eckert, Manfred Raiser, Ingrid Raiser, Charles Nalon, Amy Nalon, Robert Bellick, Sheryl Bellick, Sherri K. Miske Qualified Personal Residence Trust, Keith Kudla, Amy Gordon, Bosack Linda Revocable Trust, Bartley Goldberg, Melissa Goldberg, Daniel Valkas, Gale Kozloff, Robert Salerno, Edward D. Oldis Revocable Trust, ~~Nancy E.~~ Oldis Revocable Trust, Alandeen Properties, LLC, Michael D. and Margaret A. McCormick Personal Residential Trust, David Soglin, Michael Tadin, Lee Leckowicz, Bill Deputy Foundation, Anthony Consola, Arlene Urquhart Revocable Trust, Lillian Casten Revocable Trust, Forest Beach Condominium Association, Forest Beach Villas Condominium Association, Park Avenue Partners Properties, LLC, Ellen Frankle Living Trust, Warwick Shores Condominium Association, Therese A. Liebentritt Revocable Trust, Dunewood Condominium Association, Sammi Dali, Michael L. Harmon Trust, Frank Vincent Gentile 2005 Trust, Candace Lee Gentile 2005 Trust, Dan Devlin, Linda Devlin, Shirley Knudsen, George Salerno, Shaila Verma Irrevocable Trust, Mikhil Verma Irrevocable Trust, John Eckenstein, Lisa Eckenstein, Dan and Penny Wolf Trustees, Henschel Laurie E Revocable Trust, David Garelick, Marcelle Koft, Mary R. Lyne Trust, Virginia Orlowski, Mary M Trafas 1992 Revocable Trust, James F Wade IV & Joan F Wade Trust, Kathleen E. Higgins, Thaddeus E. Grzywacz, and Jane A. Grzywacz, Ed Burke (collectively the "Landowners") and the New Buffalo Shoreline Alliance ("NBSA").

Retention agreement

I, _____, as property owner of the property with the mailing address of _____ and tax identification number of _____ (the "Property"), hereby agrees to:

Retention: Retain O'Hagan Meyer, LLC ("Counsel") as legal counsel for the prosecution of the claim against the United States of America in connection with the eroding Lake Michigan shoreline in New Buffalo, Michigan, caused or accelerated by littoral drift interruption by the pier constructed by the U.S. Army Corps of Engineers by the Galien River (the "Claim").

Joint Prosecution Agreement: The Claim shall be administered according to the terms and conditions set forth in the Joint Prosecution and Cooperation Agreement, which is being simultaneously executed herein;

Fees: New Buffalo Shoreline Alliance shall pay any legal fee and expenses related to the Claim via voluntary contributions from plaintiff's and other associated funds.

Proceeds: Any and all proceeds related to the of the Claim, whether obtained via settlement or verdict shall be placed in The New Buffalo Beach Restoration Charitable Trust for the benefit the joint interests of the signors to the Joint Prosecution Agreement. The agreement to place the proceeds in The New Buffalo Beach Restoration Charitable Trust shall not be construed to create a lien on any proceeds of the Claim;

Interest in Claim: This Agreement should not be construed as an assignment of any interest in the Claim to any third-party. This Agreement shall have no effect on my interest in the Property.

Termination: This Agreement may be canceled by the undersigned via written notification to Counsel at any time. Counsel may withdraw from representation, and agrees to execute such documents to permit such withdrawal, if necessary, whenever Counsel determines in its sole opinion that it cannot continue effective representation for any just reason as permitted by the applicable Rules of Professional Conduct and rules of court.

Signature: _____

Date: _____

Dear Homeowner,

As you are aware, your property adjoins a Village right-of-way that is dedicated and open to use by the general public. In an effort to encourage citizens to use this public rights-of-way, the Village does not allow any personal use of the right-of-way by individual landowners. In short, as property owned by the Village, Village rights-of-way may only be used for pedestrian foot traffic and golf cart parking.

Please be advised that any use of the Village right-of-way other than for foot traffic and golf cart parking is prohibited, and the Village may take immediate action to remove personal uses, including landscaping, that encroaches on the Village right-of-way. Additionally, owners who use the Village right-of-way for personal landscaping will be asked to indemnify the Village for any damages to persons or property as the result of their private use of Village property.

A copy of this letter is being sent for the information of all landowners who own property adjoining a Village right-of-way. Please do not hesitate to contact _____ at _____ if you have any questions with the contents of this letter.

LICENSE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, between the Village of Grand Beach, 48200 Perkins Blvd., Grand Beach, MI 49117, a Michigan Municipal Corporation, herein "Grantor", and _____ of _____, Grand Beach, MI 49117, herein "Grantee", for and in consideration of less than One Hundred Dollars (\$100.00) paid to Grantor by Grantee, and subject to all of the following terms and conditions.

WHEREAS, Grantee owns parcel(s) _____, shown in the attached Exhibit A, hereinafter referred to as "Grantee's Property", and

WHEREAS, Grantee's Property borders _____, a platted public right-of-way/beach access in the Village of Grand Beach, as shown in Exhibit A, and

WHEREAS, Grantee has requested permission from the Grantor to install landscaping on a portion of Grantor's right-of-way, which landscaping would encroach approximately ____ feet onto the Grantor's property, and

WHEREAS, the Grantor believes that the Grantee's landscaping placement would not interfere in any way with public access, or the public's right to use the Grantor's right of way, and

WHEREAS, the Grantor has no current plans to improve the area where Grantee has requested to place the landscaping, which area is shown in the highlighted area of Exhibit A, and

WHEREAS, the Village, as Grantor, agrees to allow Grantee to use and maintain the property in the described highlighted area shown in Exhibit A, subject to the terms and conditions contained herein.

Now therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION 1

Grant of License; Description of Premises

Grantor hereby grants to Grantee a revocable License over the highlighted area shown and described in Exhibit A, which shall hereinafter be referred to as the "License" or "License Agreement", which License Grantee shall use solely for the purpose of installing easily moveable and relocatable plants and flowers as approved by the Village Building Inspector, and to maintain the License area according to the ordinances of the Village of Grand Beach, including mowing, trimming, and weeding as required, but not less than bi-weekly, and to keep the area sightly and clean. The landscaping plants and flowers herein described shall be owned by Grantee, and the land which comprises the License area shall remain under the sole ownership of the Village of Grand Beach as Grantor.

SECTION 2
Limitation to Described Purpose

After completion of the landscaping, the License may only be used by Grantee for the purpose of property maintenance, trimming, watering, weeding, and keeping the area clean and sightly. No expansion of the License shall be allowed in or around the highlighted area without written permission from the Grantor. Grantee's right to use the License for these limited purposes shall continue unless terminated under the provisions of Section 5.

SECTION 3
Mutual Benefit and Consideration

In addition to the financial consideration for this Agreement stated on page one, the parties acknowledge that there is an additional mutual benefit created by Grantee's care and maintenance of the License area by Grantee. Grantee agrees to fully insure the License area against any claims or damages of any nature or sort through a comprehensive liability insurance policy, on which the Village of Grand Beach shall be named as an additional insured. A copy of such policy and proof of insurance shall be provided to the Grantor within ten (10) days of the Village Council's approval of this Agreement, and thereafter within five (5) business days upon request of the Grantor.

SECTION 4
Indemnification and Payment

Grantee agrees to hold Grantor harmless and shall fully indemnify Grantor against any and all injuries, damages, liabilities, costs or claims, including attorney fees, arising from any claim or cause of action, whether in law or equity, or sounding in contract, tort or otherwise, which may be asserted against Grantor, its employees, agents, and elected officials by any person or entity, including any person or entity that is not a party to this Agreement, resulting or arising by virtue of the location of the License, the grant of this License, and/or attributable to Grantee's use of the Grantor's property or the License, property damage done to the License area by vehicles, acts of God, vandalism, pedestrians, or the general public using the Grantor's adjacent beach access, and/or use of the License property by anyone permitted by Grantee, including Grantee's invitees, contractors, and agents.

SECTION 5
Termination

This License and all of its terms shall run with the land and inure to the benefit of Grantee's heirs, successors and assigns in title unless and until terminated by this Section. The parties may terminate this Agreement two ways: 1.) by mutual written agreement, specifying the date of termination, or alternatively, 2.) The Grantor may terminate this Agreement by sixty (60) days written notice to Grantee in the event that the Grantor shall elect to improve or widen the public beach access in any way, or if the Grantee remains in default of any other term of this agreement after being given a thirty (30) day notice to cure. If Grantor elects to terminate this Agreement, the Agreement shall terminate upon sixty (60) days written notice of termination by the Grantor sent to the Grantee, with notice being sent by first class mail to Grantee at _____.

Upon receipt of notice of termination, Grantee shall, if requested in writing, remove the landscaping from the License area at Grantee's sole cost within sixty (60) days, and return the property in the same

condition as it was in at the time that this License was granted, with reasonable wear and tear expected given the nature of the Grantee's use.

If the Grantee refuses or fails to remove the landscaping within sixty (60) days from receipt of written notice under this section, the parties agree that the Grantor will have the absolute right to enter onto the property and remove the landscaping upon five (5) days written notice to Grantee at the above address, and that Grantor shall place the costs of such removal and any repairs on the Grantee's tax bill as a special assessment against the property.

SECTION 6 Grantor's Reserved Rights

Grantor reserves all right, title, and interest to the right-of-way of the highlighted property shown in Exhibit A and the License Agreement, along with reserving the right to the full use and benefit thereof which is not inconsistent with Grantee's use of the property for landscaping.

SECTION 7 No Permanent Interest in Real Estate

Grantee agrees that Grantee, and Grantee's heirs, successors, assigns, tenants, and anyone using the License claiming under Grantee or with Grantee's permission acknowledges that the land that comprises the License area is a platted public land, dedicated to the use of the public, and Grantee, its heirs, successors, assigns, tenants, and anyone using the land claiming under Grantee or with Grantee's permission, shall not at any time claim any interest of permanent estate of any nature or sort whatsoever in the above described premises other than through this Agreement, either by virtue of this License or their non-exclusive use of a portion thereof of the highlighted area in Exhibit A.

This License shall be interpreted under the laws of the State of Michigan, and the parties agree that any dispute hereunder will be heard by the courts in Berrien County, Michigan. This License Agreement and Exhibit A contain the entire agreement between the parties. No amendments or modifications to this License shall be effective unless in writing and signed by both parties. Time shall be of the essence in performing the actions required under this Agreement, and the Agreement shall become effective upon the date of the last signature. All of the terms and conditions of this License Agreement shall be binding on Grantee, its successors, heirs, and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and date first written.

WITNESS:

VILLAGE OF GRAND BEACH

Date: _____

By: _____

JAMES BRACEWELL

Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF BERRIEN)

On this ____ day of _____, A.D. 2022, before me a Notary Public in and for said County, personally appeared JAMES BRACEWELL, to me personally known, who being by me duly sworn, did affirm that he is the President of the Village of Grand Beach, named in the forgoing instrument, and that said instrument was signed on behalf of said Municipal Corporation by authority of its Village Council upon a vote which was taken on _____, and said President acknowledged this instrument to be the free act and deed of the Municipal Corporation.

_____, Notary Public
Berrien County, Michigan
My Commission expires: _____

GRANTEE

Date: _____

Name

STATE OF MICHIGAN)
) SS
COUNTY OF BERRIEN)

On this ____ day of _____, A.D. 2022, before me a Notary Public in and for said County, personally appeared _____, to me known to me, and who has acknowledged the same to be his free act and deed.

_____, Notary Public
Berrien County, Michigan
My Commission expires: _____

PREPARED BY:
Sara A. Senica (P66004)
12 Longmeadow Village Drive
Niles, MI 49120
(269) 684-1500

RELEASE AND HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (the "Agreement") is entered into this ____ day of _____, 2022, by and between the Village of Grand Beach ("Village") and _____, with an address of _____, ("Undersigned Contractor").

WHEREAS, the Undersigned Contractor desires to use a Village right-of-way to reach private property in order to perform construction work on such property, being property tax identification number _____, located at _____, Grand Beach, Michigan to construct a _____; and

WHEREAS, the Village agrees that in exchange for a fee of \$_____ and the promises contained herein, Undersigned Contractor may use the Village right-of-way located at _____ (hereinafter "Village Property") in the Village for the purpose of providing construction services to the private property listed above, and as consideration, the Village wishes to be indemnified against any claims of third parties as a result of acts or omissions of Undersigned Contractor with respect to any damages or claims that arise out of the Undersigned Contractor use of the Village's property for access to a construction site, and

WHEREAS, the Undersigned Contractor agrees that in exchange for being allowed to utilize the Village Property to perform construction services on private property, Undersigned Contractor shall hold the Village harmless and indemnify the Village for damages to the Village Property as detailed herein.

THEREFORE, for and in consideration of the above recitals, which are hereby made a part of this Agreement, and for and in consideration of the mutual agreement, promises, and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows;

1. **Indemnity.** Undersigned Contractor shall release the Village, and indemnify and hold the Village, its officers, employees, agents, representatives and Council members harmless of, and from any claim, demand, action, cause of action, damages, or claims for damages asserted against it arising from or related to the activities of Undersigned Contractor in connection with the use of the Village Property and construction activities on any property adjoining the Village Property, including but not limited to payment and indemnification of all reasonable attorney's fees, costs, and expenses reasonably incurred by the Village in responding to or defending such a claim, demand, action, cause of action, damages, or claims for damages of any nature or sort asserted against the Village.
2. **Agreement to Repair Damage.** Undersigned Contractor agrees to take great care and caution in using the Village Property so as not to cause any damage to the right-of-way or the surrounding area. In the event Undersigned Contractor, its agents, employees, or persons using the Village Property on Undersigned Contractor's behalf

cause any damage to the Village Property or surrounding area during the Undersigned Contractor's use of the Village Property area under this Agreement, Undersigned Contractor shall, within thirty (30) days of being notified in writing of such damage by the Village, pay all of the costs to repair and restore the easement to the condition it was in prior to the damage. Further, if Undersigned Contractor refuses to pay to return the easement area to its original condition prior to the damage caused by Undersigned Contractor, and the Village is required to enforce this paragraph in a court of law, the Village shall be entitled to its actual attorney fees.

3. **Miscellaneous.** This Agreement embodies the entire agreement and understanding of the Parties with regard to the matters described herein, and it supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between said Parties regarding such matters. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan, and the sole venue for any cause of action initiated pursuant to this Agreement shall be brought in the Circuit Court of Berrien County, MI.

THE VILLAGE OF GRAND BEACH

Date: _____

By: _____

Its: President

Name of Company

Date: _____

By: _____

Its:

Dear Permit Applicant:

As you may be aware, the Village of Grand Beach has a steady need for sand to use in Village improvements, including projects at Village parks, pathways, the golf course, and beaches. Sand removed for private building projects in the Village is often collected in trucks and transported by contractors outside of the Village.

In an effort to keep this important natural resource within the Village, the Village allows property owners to donate extra sand to the Village for use in public improvements. Any property owner who is removing sand for a permitted building project who is interested in donating sand to the Village of Grand Beach may contact Bob Dabbs at 269-469-1270.

Grand Beach Building Department



Municipal Employees' Retirement System of Michigan

Annual Actuarial Valuation Report
December 31, 2021 - Grand Beach, Vlg of (1117)





Spring, 2022

Grand Beach, Vlg of

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

This report presents the results of the Annual Actuarial Valuation, prepared for Grand Beach, Vlg of (1117) as of December 31, 2021. The report includes the determination of liabilities and contribution rates resulting from the participation in the Municipal Employees' Retirement System of Michigan ("MERS"). This report contains the minimum actuarially determined contribution requirement, in alignment with the MERS Plan Document, Actuarial Policy, the Michigan Constitution, and governing statutes. Grand Beach, Vlg of is responsible for the employer contributions needed to provide MERS benefits for its employees and former employees.

The purposes of this valuation are to:

- Measure funding progress as of December 31, 2021,
- Establish contribution requirements for the fiscal year beginning November 1, 2023,
- Provide information regarding the identification and assessment of risk,
- Provide actuarial information in connection with applicable Governmental Accounting Standards Board (GASB) statements, and
- Provide information to assist the local unit of government with state reporting requirements.

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 findings in this report are based on data and other information through December 31, 2021. The valuation was based upon information furnished by MERS concerning Retirement System benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We checked for internal reasonability and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by MERS.

The Municipal Employees' Retirement Act, PA 427 of 1984 and the MERS' 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. As the fiduciary of the plan, the MERS Retirement Board sets certain assumptions for funding and GASB purposes. These assumptions are reviewed regularly through a comprehensive study, most recently in the Fall of 2021. The MERS Retirement Board adopted a Dedicated Gains Policy at the February 17, 2022 Board meeting. The Dedicated Gains Policy will automatically reduce the assumed rate of investment return in conjunction with recognizing excess investment gains to mitigate the impact on employer contributions the first year. The new policy is effective with this December 31, 2021 annual actuarial valuation, and is reflected in the funded status and fiscal year 2023 contributions as shown in the Executive Summary.

The Michigan Department of Treasury provides required assumptions to be used for purposes of Public Act 202 reporting. These assumptions are for reporting purposes only and do not impact required contributions. Please refer to the State Reporting page found at the end of this report for information for this filing.

For a full list of all the assumptions used, please refer to the division-specific assumptions described in table(s) in this report, and to the Appendix on the MERS website at:

<https://www.mersofmich.com/Portals/0/Assets/Resources/AAV-Appendix/MERS-2021AnnualActuarialValuation-Appendix.pdf>

The actuarial assumptions used for this valuation, including the assumed rate of investment return, are reasonable for purposes of the measurement.

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.

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 Grand Beach, Vlg of as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and with applicable statutes.

David T. Kausch, Rebecca L. Stouffer, and Mark Buis are members of the American Academy of Actuaries. These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor. GRS maintains independent consulting agreements with certain local units of government for services unrelated to the actuarial consulting services provided in this report.



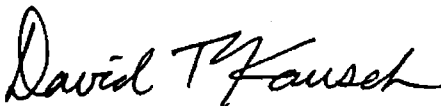
The Retirement Board of the Municipal Employees' Retirement System of Michigan confirms that the System provides for payment of the required employer contribution as described in Section 20m of Act No. 314 of 1965 (MCL 38.1140m).

This information is purely actuarial in nature. It is not intended to serve as a substitute for legal, accounting, or investment advice.

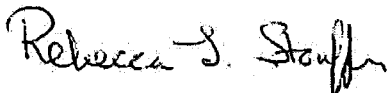
This report was prepared at the request of the MERS Retirement Board and may be provided only in its entirety by the municipality to other interested parties (MERS customarily provides the full report on request to associated third parties such as the auditor for the municipality). GRS is not responsible for the consequences of any unauthorized use. This report should not be relied on for any purpose other than the purposes described herein. Determinations of financial results, associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

If you have reason to believe that the plan provisions are incorrectly described, that important plan provisions relevant to this valuation are not described, that conditions have changed since the calculations were made, that the information provided in this report is inaccurate or is in anyway incomplete, or if you need further information in order to make an informed decision on the subject matter in this report, please contact your Regional Manager at 1.800.767.MERS (6377).

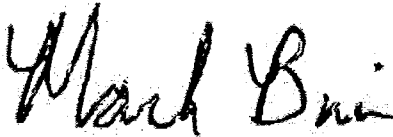
Sincerely,
Gabriel, Roeder, Smith & Company



David T. Kausch, FSA, FCA, EA, MAAA



Rebecca L. Stouffer, ASA, FCA, MAAA



Mark Buis, FSA, FCA, EA, MAAA



Executive Summary

Funded Ratio

The funded ratio of a plan is the percentage of the dollar value of the actuarial accrued liability that is covered by the actuarial value of assets. While the funded ratio may be a useful plan measurement, understanding a plan's funding trend may be more important than a particular point in time. Refer to Table 7 to find a history of this information.

	12/31/2021	12/31/2020
Funded Ratio*	105%	95%

* Reflects assets from Surplus divisions, if any.

Throughout this report are references to valuation results generated prior to the 2018 valuation date. Results prior to 2018 were received directly from the prior actuary or extracted from the previous valuation system by MERS's technology service provider.

Required Employer Contributions

Your required employer contributions are shown in the following table. Employee contributions, if any, are in addition to the employer contributions.

Effective for the December 31, 2021 valuation, the MERS Retirement Board has adopted a Dedicated Gains Policy which allows for recognition of asset gains in excess of a set threshold in combination with lowering the assumed rate of investment return (discussed below). Changes to these assumptions and methods are effective for contributions beginning in 2023. Effective with the 2020 and 2019 valuations respectively, the MERS Retirement Board adopted updated demographic and economic assumptions. The combined impact of the prior demographic and economic assumption changes may be phased in. The remaining combined phase-in period is three years for all assumption changes.

By default, MERS will invoice you based on the amount in the "No Phase-in" columns. This amount will be considered the minimum required contribution unless you request to be billed the "Phase-in" rates. If you wish to be billed using the phased-in rates, please contact MERS, at which point the alternate minimum required contribution will be the amount in the "Phase-in" columns.

	Percentage of Payroll				Monthly \$ Based on Projected Payroll			
	Phase-In	No Phase-in	Phase-In	No Phase-in	Phase-In	No Phase-In	Phase-In	No Phase-in
Valuation Date:	12/31/2021	12/31/2021	12/31/2020	12/31/2020	12/31/2021	12/31/2021	12/31/2020	12/31/2020
Fiscal Year Beginning:	November 1, 2023	November 1, 2023	November 1, 2022	November 1, 2022	November 1, 2023	November 1, 2023	November 1, 2022	November 1, 2022
Division								
01 - General	6.32%	6.50%	6.18%	6.43%	\$ 1,960	\$ 2,016	\$ 2,111	\$ 2,195
Total Municipality - Estimated Monthly Contribution					\$ 1,960	\$ 2,016	\$ 2,111	\$ 2,195
Total Municipality - Estimated Annual Contribution					\$ 23,520	\$ 24,192	\$ 25,332	\$ 26,340

Employee contribution rates:

Valuation Date:	Employee Contribution Rate	
	12/31/2021	12/31/2020
Division		
01 - General	2.58%	2.58%

The employer may contribute more than the minimum required contributions, as these additional contributions will earn investment income and may result in lower future contribution requirements. Employers making contributions in excess of the minimum requirements may elect to apply the excess contribution immediately to a particular division, or segregate the excess into one or more of what MERS calls "Surplus" divisions. An election in the first case would immediately reduce any unfunded accrued liability and lower the amortization payments throughout the remaining amortization period. An election to set up Surplus divisions would not immediately lower future contributions, however the assets from the Surplus division could be transferred to an unfunded division in the future to reduce the unfunded liability in future years, or to be used to pay all or a portion of the minimum required contribution in a future year. For purposes of this report, the assets in any Surplus division have been included in the municipality's total assets, unfunded accrued liability, and funded status; however, these assets are not used in calculating the minimum required contribution.

MERS strongly encourages employers to contribute more than the minimum contribution shown above. With the implemented Dedicated Gains policy, market gains and losses will continue to be smoothed over five years; however, since excess return are being used to lower the investment assumption, there will be less gains to smooth in down markets. Having additional funds in Surplus divisions will assist plans with navigating any market volatility.



How and Why Do These Numbers Change?

In a defined benefit plan, contributions vary from one annual actuarial valuation to the next as a result of the following:

- Changes in benefit provisions (see Table 2),
- Changes in actuarial assumptions and methods (see the Appendix), and
- Experience of the plan (investment experience and demographic experience); this is the difference between actual experience of the plan and the actuarial assumptions.

These impacts are reflected in various tables in the report. For more information, please contact your Regional Manager.

Comments on Investment Rate of Return Assumption

A defined benefit plan is funded by employer contributions, participant contributions, and investment earnings. Investment earnings have historically provided a significant portion of the funding. The larger the share of benefits being provided from investment returns, the smaller the required contributions, and vice versa. Determining the contributions required to prefund the promised retirement benefits requires an assumption of what investment earnings are expected to add to the fund over a long period of time. This is called the **Investment Return Assumption**.

The MERS Investment Return Assumption is **7.00%** per year. This, along with all of our other actuarial assumptions, is reviewed at least every five years in an Experience Study that compares the assumptions used against actual experience and recommends adjustments if necessary. If your municipality would like to explore contributions at lower assumed investment return assumptions, please review the “What If” projection scenarios later in this report.

Assumption and Method Change in 2021

Effective February 17, 2022, the MERS Retirement Board adopted a dedicated gains policy that automatically adjusts the assumed rate of investment return by using excess asset gains to mitigate large increases in required contributions to the Plan. Full details of this dedicated gains policy are available in the Actuarial Policy found on the MERS [website](#). Some goals of the dedicated gains policy are to:

- Provide a systematic approach to lower the assumed rate of investment return between experience studies, and
- Use excess gains to cover both the increase in normal cost and any increase in UAL payment the first year after implementation (i.e., minimize the first-year impact (i.e., increase) in employer contributions).

The dedicated gains policy has been implemented with the December 31, 2021 annual actuarial valuation. After initial application of the smoothing method, remaining market gains were used to lower the assumed rate of investment return from 7.35% to 7.00%. The December 31, 2021 valuation liabilities were developed using this new, lower assumption. Additionally, as a result of recognizing excess market gains, the valuation assets used to fund these liabilities are 7.2% higher than if there were no dedicated gain policy. The combined impact of these changes will minimize the first-year impact on employer contributions and may result in an increase or a decrease in employer contributions.



Comments on Asset Smoothing

To avoid dramatic spikes and dips in annual contribution requirements due to short-term fluctuations in asset markets, MERS applies a technique called **asset smoothing**. This spreads out each year's investment gains or losses over the prior year and the following four years. After initial application of asset smoothing, remaining excess market gains are used to buy down the assumed rate of investment return and increase the level of valuation assets, to the extent allowed by the dedicated gains policy. This smoothing method is used to determine your actuarial value of assets (valuation assets), which is then used to determine both your funded ratio and your required contributions. **The (smoothed) actuarial rate of return for 2021 was 17.04%, while the actual market rate of return was 13.97%.** To see historical details of the market rate of return compared to the smoothed actuarial rate of return, refer to this report's Appendix or view the ["How Smoothing Works" video](#) on the [Defined Benefit resource page](#) of the MERS website.

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 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).

As of December 31, 2021, the market value of assets and actuarial value of assets are very similar, resulting in a funded percentage that is not materially different.

Alternate Scenarios to Estimate the Potential Volatility of Results ("What If Scenarios")

The calculations in this report are based on assumptions about long-term economic and demographic behavior. These assumptions will never materialize in a given year, except by coincidence. Therefore, the results will vary from one year to the next. The volatility of the results depends upon the characteristics of the plan. For example:

- Open divisions that have substantial assets compared to their active employee payroll will have more volatile employer contribution rates due to investment return fluctuations.
- Open divisions that have substantial accrued liability compared to their active employee payroll will have more volatile employer contribution rates due to demographic experience fluctuations.
- Small divisions will have more volatile contribution patterns than larger divisions because statistical fluctuations are relatively larger among small populations.
- Shorter amortization periods result in more volatile contribution patterns.

Many assumptions are important in determining the required employer contributions. In the following table, we show the impact of varying the Investment Return assumption. Lower investment returns would generally result in higher required employer contributions, and vice versa. The three economic scenarios below provide a quantitative risk assessment for the impact of investment returns on the plan's future financial condition for funding purposes.

The relative impact of the economic scenarios below will vary from year to year, as the participant demographics change. The impact of each scenario should be analyzed for a given year, not from year to year. The results in the table are based on the December 31, 2021 valuation and are for the municipality in total, not by division. These results do not reflect a phase-in of the impact of the actuarial assumptions updated in the 2020 and 2019 valuations. There is no phase-in with dedicated gains.



It is important to note that calculations in this report are mathematical estimates based upon assumptions regarding future events, which may or may not materialize. Actuarial calculations can and do vary from one valuation to the next, sometimes significantly depending on the group's size. Projections are not predictions. Future valuations will be based on actual future experience.

12/31/2021 Valuation Results	Lower Future Annual Returns	Lower Future Annual Returns	Valuation Assumptions
Investment Return Assumption	5.00%	6.00%	7.00%
Accrued Liability	\$ 866,909	\$ 762,409	\$ 675,852
Valuation Assets ¹	\$ 709,401	\$ 709,401	\$ 709,401
Unfunded Accrued Liability	\$ 157,508	\$ 53,008	\$ (33,549)
Funded Ratio	82%	93%	105%
Monthly Normal Cost	\$ 3,419	\$ 2,631	\$ 2,016
Monthly Amortization Payment	\$ 974	\$ 338	\$ -
Total Employer Contribution²	\$ 4,393	\$ 2,969	\$ 2,016

¹ The Valuation Assets include assets from Surplus divisions, if any.

² If assets exceed accrued liabilities for a division, the division may have an overfunding credit to reduce the division's employer contribution requirement. If the overfunding credit is larger than the normal cost, the division's full credit is included in the municipality's amortization payment above but the division's total contribution requirement is zero. This can cause the displayed normal cost and amortization payment to not add up to the displayed total employer contribution.

Projection Scenarios

The next two pages show projections of the plan's funded ratio and computed employer contributions under the actuarial assumptions used in the valuation and alternate economic assumption scenarios. All three projections take into account the past investment experience that will continue to affect the actuarial rate of return in the short term.

The 7.00% scenario provides an estimate of computed employer contributions based on current actuarial assumptions, and a projected 7.00% market return. The other two scenarios may be useful if the municipality chooses to budget more conservatively and make contributions in addition to the minimum requirements. The 6.00% and 5.00% projection scenarios provide an indication of the potential required employer contribution if these assumptions were met over the long term.

Valuation Year Ending 12/31	Fiscal Year Beginning 11/1	Actuarial Accrued Liability	Valuation Assets ²	Funded Percentage	Estimated Annual Employer Contribution
7.00%¹ - NO PHASE-IN					
2021	2023	\$ 675,852	\$ 709,401	105%	\$ 24,192
2022	2024	\$ 730,000	\$ 771,000	106%	\$ 24,800
2023	2025	\$ 786,000	\$ 832,000	106%	\$ 25,500
2024	2026	\$ 843,000	\$ 892,000	106%	\$ 26,000
2025	2027	\$ 900,000	\$ 953,000	106%	\$ 26,500
2026	2028	\$ 955,000	\$ 1,010,000	106%	\$ 27,000
6.00%¹ - NO PHASE-IN					
2021	2023	\$ 762,409	\$ 709,401	93%	\$ 35,628
2022	2024	\$ 822,000	\$ 763,000	93%	\$ 37,100
2023	2025	\$ 884,000	\$ 819,000	93%	\$ 38,700
2024	2026	\$ 947,000	\$ 882,000	93%	\$ 39,600
2025	2027	\$ 1,010,000	\$ 945,000	94%	\$ 40,400
2026	2028	\$ 1,070,000	\$ 1,010,000	94%	\$ 41,400
5.00%¹ - NO PHASE-IN					
2021	2023	\$ 866,909	\$ 709,401	82%	\$ 52,716
2022	2024	\$ 934,000	\$ 756,000	81%	\$ 55,400
2023	2025	\$ 1,000,000	\$ 806,000	80%	\$ 58,200
2024	2026	\$ 1,070,000	\$ 878,000	82%	\$ 59,700
2025	2027	\$ 1,140,000	\$ 952,000	83%	\$ 61,200
2026	2028	\$ 1,210,000	\$ 1,030,000	85%	\$ 62,700

¹ Represents both the interest rate for discounting liabilities and the future investment return assumption on the Market Value of assets.

² Valuation Assets do not include assets from Surplus divisions, if any.

Table 1: Employer Contribution Details for the Fiscal Year Beginning November 1, 2023

Division	Total Normal Cost	Employee Contribut. Rate	Employer Contributions ¹			Computed Employer Contribut. With Phase-In ⁵	Blended ER Rate No Phase-In ⁵	Blended ER Rate With Phase-In ⁵	Employee Contribut. Conversion Factor ²
			Employer Normal Cost ⁶	Payment of the Unfunded Accrued Liability ⁴	Computed Employer Contribut. No Phase-In				
Percentage of Payroll									
01 - General	9.08%	2.58%	6.50%	0.00%	6.50%	6.32%			0.93%
Estimated Monthly Contribution ³									
01 - General			\$ 2,016	\$ 0	\$ 2,016	\$ 1,960			
Total Municipality			\$ 2,016	\$ 0	\$ 2,016	\$ 1,960			
Estimated Annual Contribution ³			\$ 24,192	\$ 0	\$ 24,192	\$ 23,520			

¹ The above employer contribution requirements are in addition to the employee contributions, if any.

² If employee contributions are increased/decreased by 1.00% of pay, the employer contribution requirement will decrease/increase by the Employee Contribution Conversion Factor. The conversion factor is usually under 1% because employee contributions may be refunded at termination of employment and not used to fund retirement pensions. Employer contributions will all be used to fund pensions.

³ For divisions that are open to new hires, estimated contributions are based on projected fiscal year payroll. Actual contributions will be based on actual reported monthly pays, and will be different from the above amounts. For divisions that will have no new hires (i.e., closed divisions), invoices will be based on the above dollar amounts which are based on projected fiscal year payroll. See description of Open Divisions and Closed Divisions in the Appendix.

⁴ Note that if the overfunding credit is larger than the normal cost, the full credit is shown above but the total contribution requirement is zero. This will cause the displayed normal cost and unfunded accrued liability contributions not to add across.

⁵ For linked divisions, the employer will be invoiced the Computed Employer Contribution No Phase-in rate shown above for each linked division (a contribution rate for the open division; a contribution dollar for the closed-but-linked division), unless the employer elects to contribute the Blended Employer Contribution rate shown above, by contacting MERS at 800-767-MERS (6377).

⁶ For divisions with a negative employer normal cost, employee contributions cover the normal cost and a portion of the payment of any unfunded accrued liability.

Please see the Comments on Asset Smoothing in the Executive Summary of this report.

Table 4: Reported Assets (Market Value)

Division	2021 Valuation		2020 Valuation	
	Employer and Retiree ¹	Employee ²	Employer and Retiree ¹	Employee ²
01 - General	\$ 594,019	\$ 116,431	\$ 484,568	\$ 106,579
Municipality Total ³	\$ 594,019	\$ 116,431	\$ 484,568	\$ 106,579
Combined Assets ³	\$710,450		\$591,147	

¹ Reserve for Employer Contributions and Benefit Payments.

² Reserve for Employee Contributions.

³ Totals may not add due to rounding.

The December 31, 2021 valuation assets (actuarial value of assets) are equal to 0.998523 times the reported market value of assets (compared to 0.972357 as of December 31, 2020). Refer to the Appendix for a description of the valuation asset derivation and a detailed calculation of valuation assets.

**Table 6: Actuarial Accrued Liabilities and Valuation Assets
as of December 31, 2021**

Division	Actuarial Accrued Liability					Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
	Active Employees	Vested Former Employees	Retirees and Beneficiaries	Pending Refunds	Total			
01 - General	\$ 389,289	\$ 194,762	\$ 90,954	\$ 847	\$ 675,852	\$ 709,401	105.0%	\$ (33,549)
Total	\$ 389,289	\$ 194,762	\$ 90,954	\$ 847	\$ 675,852	\$ 709,401	105.0%	\$ (33,549)

Please see the Comments on Asset Smoothing in the Executive Summary of this report.

The December 31, 2021 valuation assets (actuarial value of assets) are equal to 0.998523 times the reported market value of assets. Refer to the Appendix for a description of the valuation asset derivation and a detailed calculation of valuation assets.

Table 7: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2007	\$ 0	\$ 0	0%	\$ 0
2008	0	0	0%	0
2009	10,976	13,445	122%	(2,469)
2010	48,210	68,463	142%	(20,253)
2011	78,914	106,838	135%	(27,924)
2012	129,053	147,433	114%	(18,380)
2013	175,733	194,810	111%	(19,077)
2014	226,380	243,229	107%	(16,849)
2015	290,243	294,998	102%	(4,755)
2016	353,322	353,202	100%	120
2017	421,009	416,807	99%	4,202
2018	464,088	463,302	100%	786
2019	543,055	510,463	94%	32,592
2020	607,865	574,806	95%	33,059
2021	675,852	709,401	105%	(33,549)

Notes: Actuarial assumptions were revised for the 2008, 2009, 2010, 2011, 2012, 2015, 2019, 2020 and 2021 actuarial valuations.

The Valuation Assets include assets from Surplus divisions, if any.

Years where historical information is not available will be displayed with zero values.

Throughout this report are references to valuation results generated prior to the 2018 valuation date. Results prior to 2018 were received directly from the prior actuary or extracted from the previous valuation system by MERS's technology service provider.

Risk Commentary

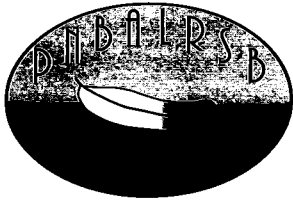
Determination of the accrued liability, the employer contribution, and the funded ratio requires the use of assumptions regarding future economic and demographic experience. Risk measures, as illustrated in this report, are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability, the actuarially determined contribution and the funded ratio that result from the differences between actual experience and the actuarial assumptions.

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 an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

- **Investment Risk** – actual investment returns may differ from the expected returns;
- **Asset/Liability Mismatch** – changes in asset values may not match changes in liabilities, thereby altering the gap between the accrued liability and assets and consequently altering the funded status and contribution requirements;
- **Salary and Payroll Risk** – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
- **Longevity Risk** – members may live longer or shorter than expected and receive pensions for a period of time other than assumed; and
- **Other Demographic Risks** – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease). Likewise, if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.



POKAGON-NEW BUFFALO AREA LOCAL REVENUE SHARING BOARD
P.O. Box 403 • New Buffalo, MI 49117 • pnbalrsb@cityofnewbuffalo.org

June 15, 2022

TO: Local Units

FROM: Carol Schmidt, Administrative Secretary
Pokagon-New Buffalo Area Local Revenue Sharing Board

RE: Disbursement of Specific Actual Costs Incurred

Please take notice that the Pokagon-New Buffalo Area Local Revenue Sharing Board (LRSB) anticipates its Tribal Payment for the 12 month period ending July 31, 2022, from the Four Winds Casino pursuant to the provisions of the Compact.

The LRSB will accept applications for specific actual costs incurred as provided in the Bylaws and by LRSB policy until August 1, 2022.

The LRSB will work diligently to determine and approve applications for distribution of specific actual costs as soon as possible. Thereafter, payments in Lieu of Taxes and discretionary distributions will be promptly distributed.

TO: **Enclosed you will find a copy of the "Notification of Distribution Policies" adopted by the Local Revenue Sharing Board on May 12, 2009 and a 2 page Disbursement Request Form which must be used.**

Cc: LRSB members:
Pete Rahm
Mark Robertson
Ezra Scott
James Bracewell
Steve Winchester

Enclosed you will find a copy of the "Notification of Distribution Policies" adopted by the Local Revenue Sharing Board on May 12, 2009 and a 2 page Disbursement Request Form which must be used.

Wildwood and Ely Watermain Loop

Rob Andrew [REDACTED]

Thu 7/14/2022 4:05 PM

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

2 attachments (35 KB)

21-068 MMI RecommendationLetter WildwoodEly.pdf; 21-068 WildwoodEly Bid Tab.pdf;

Mary and Bob –

Attached are a tabulation of the bids received and a recommendation letter for awarding a contract for the Wildwood to Ely watermain relocation project. As noted in the letter, we are recommending award of a contract to Pajay, Inc., based on the low bid submitted.

Also, to avoid any confusion on names, Paul Oselka is the Owner of Pajay, Inc. He is not associated with his former company, Oselka Constructors, who also bid the project.

Please let us know if you have any questions or need any additional information.

Thanks,

Rob Andrew

**MERRITT
MIDWEST
INC.**
engineering and surveying

4568 Red Arrow Highway	13560 76th Street
Stevensville, MI 49127	South Haven, MI 49090
Phone: (269) 428-4424	Phone: (269) 637-9205
Fax: (269) 428-9078	Fax: (269) 637-9206
merrittmidwest.com	

July 15, 2022

Ms. Mary Robertson
Clerk - Treasurer
Village of Grand Beach
48200 Perkins Boulevard
Grand Beach, MI 49117

SUBJECT: Wildwood Avenue – Ely Avenue Watermain Relocation, Project No. 21-068

Dear Mary:

Please find attached a tabulation of the contractor bids received for the Wildwood Avenue and Ely Avenue Watermain Relocation project. The bids were complete as submitted and there were no mathematical errors. The bids submitted included appropriate bonds.

Both of the bidding contractors are local, reputable companies and are capable of completing the work. The completion dates proposed are for 2023, ranging from August 1 to October 27.

Based on the bids received, we recommend that a contract be awarded to Pajay, Inc., based on the low bid price of \$69,410, with a completion date of August 1, 2023.

We spoke with Mr. Paul Oselka, Owner of Pajay, Inc. regarding his proposed completion date. He indicated that the proposed completion date is based on the current lead time of 44 weeks from order for delivery of the pipe required. We have verified that current supply chain issues are resulting in this type of delay, and have seen this on other projects involving municipal watermain pipe. Mr. Oselka did state that if awarded a contract, he would order materials immediately, and that his firm would complete the project more quickly if the materials were to be delivered sooner.

Thank you and please let us know if you have any questions.

Sincerely,
MERRITT MIDWEST, INC.

Robert C. Andrew, P.E.

WILDWOOD AND ELY AVENUE WATERMAIN RELOCATION
VILLAGE OF GRAND BEACH
BERRIEN COUNTY, MICHIGAN
PROJECT NO. 21-068

07/14/22

BID TABULATION

CONTRACT ITEMS			PAJAY, INC.		OSLEKA CONSTRUCTORS	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	8" D.I. Watermain	115 LFT	\$ 218.00	\$ 25,070.00	\$ 220.00	\$ 25,300.00
2.	8" HDPE Watermain	140 LFT	\$ 206.00	\$ 28,840.00	\$ 305.00	\$ 42,700.00
3.	8" Gate Valve and Box	1 EACH	\$ 2,200.00	\$ 2,200.00	\$ 2,325.00	\$ 2,325.00
4.	Connect to Existing Watermain	2 EACH	\$ 2,500.00	\$ 5,000.00	\$ 4,300.00	\$ 8,600.00
5.	Transition Coupling	2 EACH	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00
6.	Relocate Fire Hydarnt	1 EACH	\$ 2,800.00	\$ 2,800.00	\$ 7,000.00	\$ 7,000.00
7.	Bit. Road Replacement	1 LSUM	\$ 2,500.00	\$ 2,500.00	\$ 14,300.00	\$ 14,300.00
TOTAL:			\$ 69,410.00		\$ 101,825.00	
COMPLETION:			8/1/2023		10/27/2023	

June 12, 2022

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

RE: Speed Bumps Arnold and Robin

Dear Mary,

I'm writing this letter requesting that the Village consider the installation of speed bumps at the intersection of Arnold and Robin where we live. This request is being made after several conversations with both you and the local police about the number of vehicles that blatantly drive through the intersection without any kind of stop being made. There are several neighbors whose vehicles I recognize that are habitual offenders. This coupled with the speed at which some of the vehicles are traveling is a recipe for a very serious accident and it's only a matter of time before this occurs.

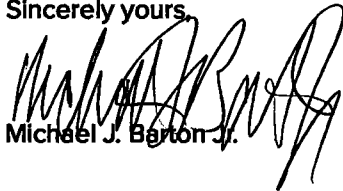
I have spoken to many of my neighbors who will also be writing in support of this initiative and several of whom have children or young grand children - coupled with the number of kids driving golf carts in the area we need to protect our neighbors from involvement in a serious accident.

Similar to what the Village has installed over by the tennis courts I think the idea of temporary speed bumps will insure that vehicles will obey the stop signs and slow the speed at which many vehicles traverse the intersection.

I'm hoping that this idea can be presented to the Village council at the next board meeting and I'm more than happy to discuss this idea with any and all board members.

If you have any questions please feel free to reach me at my cell 312-933-3803.

Sincerely yours,


Michael J. Barton Jr.

Bill Callaghan Jr.

Tue 6/14/2022 3:38 PM

To:

- Lanrez
- clerk grandbeach.org <clerk@grandbeach.org>;
- rlayman@michianavillage.org <rlayman@michianavillage.org>;
- mbartonjr
- garykagan50
- mmichaeljames
- nancypcallaghanVillage of Grand Beach,

I live at the corner of Robin and Arnold, 52301 Robin, Bill and Nancy Callaghan. We would like to add to our neighbor Lance's concern for safety at the noted intersection of Robin and Arnold. We witness many vehicles often hardly slowing down as they blow through the stop sign. Furthermore, and to a greater extent we witness vehicles doing what I think is in excess of 30-35mph while passing in front of our house from Grand Beach Rd to Arnold.

We have 4 young grandsons that we are concerned for their safety. Of course we try to keep a close eye on them and instruct them to not go near the street but there is no reason for anybody to go that fast in a residential neighborhood especially as they are approaching an intersection with a stop sign. We would like the Village to reconsider a stop sign at Erich Lane or provide speed bumps along Robin from Grand Beach Rd to Arnold.

We are very impressed with the amount of times we see police patrolling the area. We thank them for their service. I realize the "speed culprits" are difficult to catch. Stop signs and or speed bumps are the logical answer.

Thank you for your consideration in addressing these safety concerns.

Bill Callaghan

52301 Robin

Grand Beach, Mi.

June 2, 2022

Dear Village Council Members,

I appreciate the hard work that has gone into the Short-Term Rental ordinance, and I support the goals that it tries to achieve. However, laws are created to solve a specific problem. A good ordinance should be drafted to address the specific problem with as little disruption to others as possible, and certainly in a way that does not create an unfair burden on responsible, law abiding citizens. I would argue that this ordinance places an unfair burden on many lifelong Grand Beach residents.

I sincerely believe that in Grand Beach, a community of great neighbors, we can reach a reasonable compromise to address the problems that exist and reduce some of the burdens that the current ordinance creates on owners with no complaints. I would be happy to assist in finding this compromise.

While I am open to discussion of any ideas, after much thought, I would also like to suggest a new two-tiered approach to this issue which would relieve the burden on owners who have no complaints. While I fully support the safety and basic rules of this ordinance, I am referring to the financial and logistical steps required to guarantee compliance, and this approach would alleviate some of that.

The village would have a renter's license that carried a one-time \$300 per bedroom inspection fee. That fee would fund an initial safety inspection as proposed in the existing ordinance, as well as public notification to residents within 250 feet of the license holder's home. That notice would let neighbors know that a rental license has been requested, and give neighbors a window of time to share with the village any feedback or past negative experiences with renters at a location that were not properly addressed. It would also include contact information for the home owner, property manager, and instructions on how to lodge complaints if there is a problem with the license once issued. This could be published online. In an instance where no negative feedback is provided, the application could move forward.

In issuing the license, the village could mandate many of the other requirements listed in the current ordinance as a condition of holding the license. They could also publish online the full directory of license holders and their contact information in case neighbors need that information. For example, I believe it makes a lot of sense to initially provide the police with a schedule of renters and their contact information. Simultaneously though, someone with no history of problems would not need to provide a signed rental agreement for each separate renter.

Once the license is issued, a streamlined process with a significantly reduced fee could be used for renewal, provided there are no complaints. Instead of a paying for a second inspection, an owner who has had no complaints would be offered a window of time to self-certify that smoke alarms and other safety requirements existed and were functioning by signing a document

attesting to that effect and including photos. The license renewal process would also require the owner to verify current contact information and that of the property manager, so that the online directory is always updated.

The objective of the village should be compliance with the ordinance. Instead of imposing an across the board annual fee, create an incentive to make home owners behave better.

If, during the public comment window of an initial application, or according to police records, negative feedback is received and is not adequately addressed by the owner, the village could use a separate path for applicants that would include a mandatory public safety plan outlining how the applicant intends to address the concerns. The insurance requirements in the existing ordinance could be a mandatory part of the public safety plan so that we are only imposing this additional financial burden on properties that have had issues in the past. Negative feedback from the public comment window, police department, or during the year, could make a license ineligible for the streamlined renewal and subject to fines as in the current ordinance— making the full annual inspection a requirement and even a higher renewal fee.

This is obviously a framework of an idea. I have not shared it with an attorney, but I would ask that the Village Council and Village attorney consider this option, and if it is found to be not feasible, that you provide a counter proposal that would achieve the same goals.

I have lived in Grand Beach my entire life. I raised my children here, and raised my grandchildren here. I consider it to be one of the most significant places in my life, and it has long been my dream to pass this home down to my children, so that a fourth generation of Kelly's and Joyce's can have the same special connection to Grand Beach that I do. Sadly, If there are not concessions or accommodations to the financial and logistical obstacles in this ordinance, that will not be possible for me.

Sincerely,

Patricia Joyce
50201 Golfview Ave.

From: Mike Moore

Date: June 16, 2022 at 10:19:26 AM CDT

To: Lance Rezny, clerk@grandbeach.org

Subject: Robin lane and Erich lane

Hi

My name is Michael Moore and my wife Leticia and I live with our 2 sons at 51325 Erich lane. I work from home and my home office is on Robin lane. Can't tell you how often we have speeding cars and trucks all day. The fed ex and ups guys are bad. I'm sure there are times they do 40-45 by the time they pass my house. We tried to get a stop sign out in at Erich lane but was voted down. Some of the residents are the worst and don't seem to care if I'm pulling weeds by the road. We do not like to complain but we will have new neighbors shortly across the street where they are building a new home. I like the speed bump idea and a stop sign to avoid any possible accidents in the future. I was pulled over by a policeman in my golf cart for rolling through a stop sign on Arnold and Robin and have never seen anyone pulled over in a car. Thanks for your time.

Michael Moore

Lance M Rezny
51325 East Arnold
Grand Beach Michigan

Re: Speed bumps

Mary and Village Board

I am requesting that speed bumps are placed at the intersection of Robin and Arnold. I would like the speed bumps to be placed on Robin in front of both stop signs. In the past, our neighborhood requested that a stop sign be placed at Erich Ln and Robin, which the request was either ignored or denied. As with my other neighbors, all of us continue to see vehicles run the stop sign on Robin. The vehicles are from both short-term rental visitors and homeowners who live here all year round. This issue is becoming worse, and we need help from our government officials to help end this problem.

I am going to suggest the same speed bumps that are in place by the playground and tennis courts now. The village is going on its second year of using these and they have proven to be very effective in solving this issue. The speed bumps would also free up our police resources from having to sit at this stop sign and issue traffic violations for running the stop sign. This would allow our officers to conduct actual patrol and have more positive community interactions rather than sitting in a low-visibility area and writing traffic citations.

I have spoken with several neighbors, and we are all on the same page, something must be done, and the answer is SPEEDBUMPS. As a neighborhood, we are not going to wait for a pedestrian to be hit or a bad car accident. If this measure is considered or approved, we all thank the board in advance. If this request is denied I would like a response in writing for the denial. I would also like a copy of the board minutes attached if this request is rejected. This request is a matter of public safety and demand of those that live in this immediate neighborhood. This request is the easiest and safest way to solve this pending issue.

If you have any questions, I can be reached on my cell phone.

Lance Rezny