

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

**AGENDA FOR REGULAR COUNCIL MEETING
AUGUST 17, 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 – July 20, 2022
 - ii. Special Council Meeting Minutes – August 3, 2022
 - b. Hall Rental Requests
 - i. Matthew Denny
 - ii. Harbor Country Chamber of Commerce – (Grand Beach Sponsor Jim Bracewell)
 - iii. Dimitrios Tianus – (Grand Beach Sponsor Renee Pappas)
 - iv. Mary Kenny
 - c. Pay Bills with Written Additions
4. Public Comments on Agenda Items
5. Public Hearing
6. Presentations/Recognition
 - a. Marcy Hamilton – Marquette Greenway
7. Commission Reports
 - a. Building & Zoning - James Bracewell
 - b. Parks & Beaches - Peter Doerr
 - c. Streets & Water - Paul Leonard Jr.
 - d. Police - Deborah Lindley
 - e. Pro Shop & Course - Blake O'Halloran
 - f. ServiScape Report - Clay Putnam

AGENDA (CONTINUED)
REGULAR COUNCIL MEETING
AUGUST 17, 2022

8. Personnel Reports

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

9. Unfinished Business

- a. Beach Access License Agreement
- b. Beach Access Release and Hold Harmless Agreement

10. New Business

- a. Marquette Greenway
- b. Wildwood/Ely Water Lines Easement Proposal
- c. Plaque – Grand Beach Nature Preserve Ribbon Cutting
- d. Post Damage and Replacement Cost
- e. Harbor Country Hikers – Parking Request
- f. Direct TV Annual Video Report
- g. Reappoint James Bracewell as ex-officio member to the Planning Commission with Term ending August 31, 2023
- h. Reappoint Frank Giglio to the Planning Commission with Term Ending August 31, 2025

11. Public Comments - General

12. Correspondence

- a. Ed & Yvette Brandes – Tree Clean Up Thank You
- b. Clem & Barbara McDonald – Trees on Beach Access
- c. Molly Trafas – Construction at 46029 Lake View
- d. Ed Trainor – New Buffalo Township Special Assessment District
- e. Harry Walder – Building Inspector & Reporting
- f. Harry Walder – Special Meetings

13. Adjournment

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

**WEDNESDAY, AUGUST 17, 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. 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/88668599691?pwd=WHU5emNlcTBpdGNJeU5MNC9EZWcxQT09>

Meeting ID: 886 6859 9691

Passcode: 966934

One tap mobile

+13126266799,,88668599691#,,,,*966934# US (Chicago)

Dial in:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

833 548 0276 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
JULY 20, 2022**

CALL TO ORDER

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

Bracewell told those in attendance that the Village lost two longtime residents recently. He said that Gene Kucharski passed away and a luncheon was held at the hall after his funeral and Eleanor Juby passed away after living in Grand Beach for many years and being very involved in Village activities. He said these losses change the fabric of the Village.

ADOPT AGENDA

Bracewell moved, seconded by Lindley to adopt the July 20, 2022 agenda as presented. Motion carried unanimously 4-0.

ADOPT 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

Lindley moved, seconded by O'Halloran to approve the consent agenda for July 20, 2022 as presented. Motion carried unanimously 4-0.

PUBLIC COMMENTS ON AGENDA ITEMS

None

PUBLIC HEARING

None

PRESENTATIONS/RECOGNITION

COMMISSION REPORTS

BUILDING & ZONING: Bracewell said there is a lot of building activity taking place in the Village. He said that he and Bill Lambert had another preliminary meeting with the owners of the property on SkyHi where a new home is proposed to be built and the owners were very willing to make any necessary changes to the plans. Bracewell said the plans have not been turned in yet.

PARKS & BEACHES: Doerr spoke about the following:

- There were cautionary signs put up at the pier and the jetties to warn people not to jump or dive from them.
- Metal pilings were removed at the Royal Avenue beach, although now there are broken off pieces of the metal left in the water from the process. Doerr asked that if you find any pieces to throw them away.
- The rocks were installed at the pumphouse.
- Sand has been put in at the Lake Beach access, but when it rains, it gets washed away and they will have to add more.

Regular Council Meeting – July 20, 2022

- Doerr and Debbie Lindley met with representatives of Chikaming Open Lands in regards to the agreement the Village has with them for the Grand Beach Nature Preserve for help with maintenance. He said they are very willing to help and this will be part of the Master Plan.
- He spoke with the owners of 47001 Lake View, which is adjacent to the Pine Street Beach access, regarding the beach access and said that they had a slip and slide set up on the access for their personal use.
- He said that on June 27, the owners of 50015 Calla were in the process of installing an irrigation system, sod and a driveway on Village property. The Village has had a title search done which shows the Village is the owner of the property and is in the process of having the property surveyed. He said some of the survey stakes have disappeared, but Merritt Midwest has record of them.

STREETS & WATER: Leonard was not in attendance.

POLICE: Lindley reminded everyone to keep their doors locked and to be aware of scammers. She announced that the ribbon cutting ceremony for the Grand Beach Nature Preserve will be held on Friday, July 22.

PRO SHOP & COURSE: O'Halloran said even though the rounds of golf are down, the revenue is up due to sales of food, accessories, clothing and golf cart rental. He said ServiScape continues to repair the irrigation system which needs to be replaced.

Lindley said that she was concerned with the cost of the lease of the golf carts, but sees that the revenue is up with the rental carts. She said that Pro Shop Manager Don Butler told her that there are a lot of golf cart stickers that haven't been paid for yet. She will have the office send out reminders to those that haven't paid.

SERVISCAPE REPORT

Clay Putnam said seasonal maintenance is ongoing. They repaired three irrigation leaks and replaced the components in five sprinkler heads last month. They have experienced power outages and when that happens, there is no way to get water up to the holding tank and down to the irrigation system. They will be having the booster pump repaired and serviced at an estimated cost of \$8,000 which will come out of ServiScape's budget.

PERSONNEL REPORTS

SUPERINTENDENT: In addition to his written report, Superintendent Bob Dabbs said that they have been very busy. He said they sprayed a chemical on the arch to remove the algae, but the paint is fine. He said after a couple of rains, it should look nice.

POLICE CHIEF: In addition to his written report, Chief Ryan Layman said there were 82 complaints in June. He updated the Council on the lady who recently drove her car across the golf course. She didn't show up for court, so there is a felony warrant out for her. Layman told the Council that Michiana Police Commissioner Rusty Bruesch passed away suddenly.

BUILDING INSPECTOR: Bill Lambert was not in attendance.

UNFINISHED BUSINESS

None

NEW BUSINESS

MASTER PLAN UPDATE

Bracewell said that Planning Commissioner Chair Laurie Roche submitted an email, and said that the Planning Commission has agreed to review and update the Master Plan. Bracewell said that we need to get costs for a Master Plan. Doerr said that he will look into available grants for the Master Plan.

RESOLUTION TO REQUEST MICHIGAN MUNICIPAL LEAGUE INVOLVEMENT

Bracewell said there may be funds and support available from the Michigan Municipal League for the appeal in the lawsuit that was filed against New Buffalo Township for the special assessment district that the Village of Grand Beach and the Village of Michiana are appealing. He said the Village is contesting one-third of the cost since the Village has its own police department, but does need ambulance and fire coverage.

Bracewell moved, seconded by Lindley to approve and sign resolution #2022-05 as presented. Motion carried unanimously 4-0.

Doerr stated that New Buffalo Township will have a millage request for the parks department on the August 2, 2022 ballot.

NEW BUFFALO SHORELINE ALLIANCE JOINT PROSECUTION & RETENTION AGREEMENTS

Bracewell explained that the Village is currently involved in two lawsuits, one is with New Buffalo Township regarding the special assessment and the second is with New Buffalo Shoreline Alliance (NBSA) in a taking's lawsuit that has been filed. He said Grand Beach residents and the Village have spent a tremendous amount of money protecting property and beach accesses. Bracewell said that Paul Leonard, who has been very involved with the New Buffalo Shoreline Alliance, feels that if the suit is successful, Grand Beach will be protected.

Bracewell moved, seconded by Doerr to approve and sign the Joint Prosecution Agreement and Retention Agreement to be included in the lawsuit filed by New Buffalo Shoreline Alliance. Motion carried unanimously 4-0.

BEACH ACCESS LICENSE AGREEMENT

Bracewell said that Doerr did a lot of work and communicated with the Village Attorney regarding three documents. Doerr said that there is a letter included in the packet to be sent to the homeowners who are adjacent to the beach accesses to let them know what is going on. He said there is also a license agreement which basically says the Village needs indemnification for any encroachment on Village property.

Doerr moved, seconded by Lindley to agree to send a letter to property owners next to the beach accesses regarding property encroachments, and the license agreement which puts down on paper what is and isn't allowed, if they happen to have encroachments now or in the future. Motion carried unanimously 4-0. O'Halloran said that some of the wording might need to be changed in the letter to be more direct to state that you need to sign the agreement. Doerr will work with Village Attorney Sara Senica to add language to the letter.

BEACH ACCESS RELEASE AND HOLD HARMLESS AGREEMENT

Doerr said that the Beach Access Release and Hold Harmless agreement is to be used when people use the Village access for work on a home or property, and will go to the contractor who has equipment on the access. There was discussion among Council members regarding the amount of the fee to be charged when using an access.

Doerr moved, seconded by Bracewell to approve the new Release and Hold Harmless agreement for contractors who are using Village land and to charge a \$100 fee. Motion carried unanimously 4-0.

SAND DONATIONS

Doerr said there is a simple letter to be added to the building permit application packets to let people know that the Village would like to keep their sand that is removed while doing construction. He said that the Village would like to get as much sand as possible, and that typically, the contractor will tell the property owner that they will haul the sand away and then end up selling it for a high price.

The letter says that Superintendent Bob Dabbs should be contacted to see if he is interested in the sand. Clerk-Treasurer Mary Robertson said that she will add the sand donation letter to the building permit application packets.

MERS ACTUARY VALUATION REPORT 12/31/21

Bracewell said that the Village has received the MERS Actuary Valuation report for December 31, 2021 and the contributions and payments are in excellent shape. He said the Village paid an additional \$11,500 in to MERS last year and the pension plan is now funded at 105%, with plans to make another \$11,500 contribution this year. Lindley questioned why the Council would make another \$11,500 contribution when the plan is already funded at 105%, adding that the Council should evaluate the plan before making the additional contribution.

Bracewell moved, seconded by O'Halloran to continue to contribute 6.72% of the payroll to MERS effective November 1, 2023. Motion carried unanimously 4-0.

LOCAL REVENUE SHARING BOARD ACTUAL SPECIFIC COSTS

Bracewell explained that according to the compact with the Pokagon Band of Indians who operate the Four Winds Casino and the State of Michigan, if the Village has any specific actual costs related to the casino, we submit a request for reimbursement. He said the Village has never submitted a request because we haven't had any actual specific costs.

WILDWOOD/ELY WATER LINE RELOCATION PROPOSALS

Bracewell said that bids were opened last week for the water line relocation. He said the Village received two bids, with the lowest bid in the amount of \$69,410 to move water lines that were installed on private property. The completion date of the project is August 1, 2023 due to the difficulty in getting the necessary materials for the project.

Bracewell moved, seconded by Lindley to accept the bid recommended by Merritt Midwest from Paul Oselka of Pajay, Inc. in the amount of \$69,410 with a completion date of August 1, 2023 or sooner. Motion carried unanimously 4-0.

PUBLIC COMMENTS - GENERAL

The Council heard comments from Village residents Lance Rezny and Michael Barton Jr. regarding the need for speed bumps in his neighborhood.

CORRESPONDENCE

MICHAEL BARTON JR. – SPEED BUMPS

Bracewell said the Council received letters from Michael Barton Jr., Bill Callaghan Jr., Michael Moore and Lance Rezny requesting speed bumps in their neighborhood. Doerr was concerned that there will be calls every month for speed bumps if approved. Lindley said that there was a request turned down last month, and the Village gets complaints about the speed bumps often. When asked what his opinion on the speed bumps requested for this area was, Police Chief Ryan Layman said he likes the idea of speed bumps in this area. He said they've had a lot of calls about this and they can't be there at all times to watch for speeders. He added that he could not find a safe location to place the speed bumps that were requested and denied last month for Station Road.

Regular Council Meeting – July 20, 2022

O'Halloran moved, seconded by Doerr to put speed bumps in at two locations on Robin Lane with the residents paying for them. Motion carried 3-1 with Bracewell, Doerr and O'Halloran voting aye and Lindley voting nay. The Council mentioned that the speed bumps will be removed for the season when they are removed in front of the park.

BILL CALLAGHAN JR. – SPEED BUMPS/STOP SIGN

PAT JOYCE – SHORT-TERM RENTAL ORDINANCE

Bracewell said the Council received a detailed letter from Patricia Joyce about short-term rentals. He said he will turn the letter over to Police Chief Ryan Layman who will be the compliance officer for the short-term rentals. Layman is the compliance officer in the Village of Michiana.

MICHAEL MOORE – SPEED BUMPS/STOP SIGN

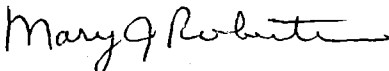
LANCE REZNY – SPEED BUMPS

ADJOURNMENT

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

With no further business, the meeting was adjourned at 8:42 p.m. EST.

Respectfully submitted,



Mary J. Robertson
Clerk-Treasurer

**VILLAGE OF GRAND BEACH
SPECIAL COUNCIL MEETING
AUGUST 3, 2022**

CALL TO ORDER

Council President James Bracewell called the special council meeting to order at 2:01 p.m. EST. Present in addition to Bracewell were Peter Doerr and Blake O'Halloran. Paul Leonard Jr. and Deborah Lindley were not in attendance.

ADOPT AGENDA

O'Halloran moved, seconded by Doerr to adopt the August 3, 2022 agenda as presented. Motion carried unanimously 3-0.

PUBLIC COMMENTS ON AGENDA ITEMS

Village resident Harry Walder said that he looked at the Robin Lane beach access and he believes there are two large trees that will need to be removed if the access is used.

UNFINISHED BUSINESS

None

NEW BUSINESS

DONKERSLOOT & SONS – REQUEST USE OF ROBIN LANE BEACH ACCESS

Bracewell said he had a conversation with Arie Donkersloot to identify a staging area for them to do revetment work in Forest Beach. He said the best available area was the Robin Lane access. He said Donkersloot offered to pay the Village \$20,000 for the use of the access with work beginning after Labor Day and ending close to Thanksgiving. Donkersloot also agreed to restore the access back to its original condition upon completion.

O'Halloran asked Donkersloot if he could put mulch on the access after he is finished, and Donkersloot said that he can put down sand, mulch or gravel. Doerr asked why Donkersloot couldn't use the Lake Avenue access instead and Donkersloot said it is tight for semis to get in and there with the rock and there are usually cars parked there.

Bracewell moved, seconded by Doerr to accept the proposal from Donkersloot & Sons to use the Robin Lane beach access for a staging area for revetment work beginning after Labor Day through approximately Thanksgiving. Motion carried unanimously 3-0.

PUBLIC COMMENTS - GENERAL

None

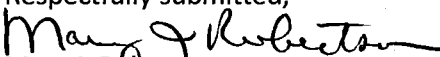
CORRESPONDENCE

None

ADJOURNMENT

Bracewell moved, seconded by Doerr to adjourn the meeting. Motion carried unanimously 3-0. With no further business, the meeting was adjourned at 2:13 p.m. EST.

Respectfully submitted,


Mary J. Robertson

Clerk-Treasurer

11:59 AM
08/12/22

Village of Grand Beach-General Fund
OPEN INVOICE REPORT
As of August 12, 2022

Type	Date	Num	Memo	Split	Open Balan...
AALF'S PETROLEUM INC.					
Bill	07/05/2022	53133		000.111 · Gasoline Invent...	69.67
Bill	07/05/2022	53132		000.111 · Gasoline Invent...	933.99
Bill	07/18/2022	53181		000.111 · Gasoline Invent...	711.89
Bill	07/18/2022	53182		000.111 · Gasoline Invent...	637.32
Bill	07/18/2022	53183	FUEL FILTERS	000.111 · Gasoline Invent...	23.98
Total AALF'S PETROLEUM INC.					2,376.85
ALL PRO SERVICES					
Bill	07/23/2022	128808	PLUMBING - LADIE'S ROOM	265.818 · Contractual Ser...	751.00
Total ALL PRO SERVICES					751.00
ARAMARK UNIFORM SERVICES					
Bill	07/22/2022	6310037...	Mats	265.956 · Miscellaneous	29.02
Total ARAMARK UNIFORM SERVICES					29.02
ART & IMAGE					
Bill	07/08/2022	3664	NO JUMPING FROM PIER SIGN-...	724.778 · Repair & Maint	380.00
Total ART & IMAGE					380.00
COWLES ENVIRONMENTAL					
Bill	08/01/2022	356	STORM WATER ASSISTANCE	446.818 · Contractual Ser...	180.00
Total COWLES ENVIRONMENTAL					180.00
DALE POWELL					
Bill	08/09/2022		TELEPHONE ALLOWANCE	266.850 · Telephone & Int...	50.00
Total DALE POWELL					50.00
FASTENAL COMPANY					
Bill	07/26/2022	INMIC2...	HARDWARE FOR BENCHES - N...	691.956 · Miscellaneous	68.75
Total FASTENAL COMPANY					68.75
GORDON FOOD SERVICE					
Bill	07/29/2022	8212756...	HAND TOWELS & TOILET TISSUE	266.778 · Repairs & Maint...	121.98
Total GORDON FOOD SERVICE					121.98
JAYSON POWELL					
Bill	08/09/2022		TELEPHONE REIMBURSEMENT	266.850 · Telephone & Int...	50.00
Total JAYSON POWELL					50.00
LOWE'S					
Bill	08/02/2022		AIR CONDITIONER UNIT	-SPLIT-	512.05
Bill	08/02/2022		SPEED BUMPS	-SPLIT-	27.97
Bill	08/02/2022		HARDWARE & CONCRETE - BE...	-SPLIT-	232.86
Bill	08/02/2022		HARDWARE - BENCHES	-SPLIT-	74.34
Total LOWE'S					847.22

11:59 AM
08/12/22

Village of Grand Beach-General Fund
OPEN INVOICE REPORT
As of August 12, 2022

Type	Date	Num	Memo	Split	Open Balan...
METLIFE - GROUP BENEFITS					
Bill	08/09/2022		TS05945291 0001	855.855 · Life & Disability ...	605.80
Total METLIFE - GROUP BENEFITS					605.80
MI MUNICIPAL LEAGUE W/C					
Bill	08/03/2022	6819206	7/1/22-7/1/23 #2	871.871 · Workers Comp...	6,469.00
Total MI MUNICIPAL LEAGUE W/C					6,469.00
NAPA AUTO PARTS					
Bill	07/25/2022	455074	OIL & FILTERS	266.778 · Repairs & Maint...	305.37
Total NAPA AUTO PARTS					305.37
NEW BUFFALO HARDWARE					
Bill	08/09/2022	a257542	MOSQUITO SPRAY	266.778 · Repairs & Maint...	13.98
Total NEW BUFFALO HARDWARE					13.98
NEW BUFFALO TIMES					
Bill	08/01/2022	10268	CLERK AD, GRASS, STR & TRA...	-SPLIT-	780.00
Total NEW BUFFALO TIMES					780.00
PRIORITY HEALTH					
Bill	08/09/2022		GROUP ID 795207	852.852 · Hospitalization	9,143.76
Total PRIORITY HEALTH					9,143.76
QUILL					
Bill	07/16/2022	26401717	MEMBERSHIP - PAPER SAVINGS	215.727 · Office Supply	69.99
Total QUILL					69.99
REPUBLIC SERVICES					
Bill	07/31/2022	0715-00...	3-0715-1003848 AUGUST	520.818 · Contractual Ser...	4,637.60
Total REPUBLIC SERVICES					4,637.60
SHAFFNER TIRE SERVICE INC					
Bill	07/27/2022	007185	TIRES-QUAD RUNNER	266.778 · Repairs & Maint...	597.00
Total SHAFFNER TIRE SERVICE INC					597.00
STAR UNIFORM					
Bill	06/28/2022	37984-1	BREWSTER - 2 PANTS	300.940 · Clothing & Clea...	168.00
Bill	06/28/2022	37983-1	FLICK - 1 PANT	300.940 · Clothing & Clea...	84.00
Total STAR UNIFORM					252.00
VILLAGE OF GRAND BEACH WATER DEPT.					
Bill	08/04/2022		GARAGE	266.920 · Utilities	84.50
Bill	08/04/2022		HALL	265.920 · Utilities	128.25
Total VILLAGE OF GRAND BEACH WATER DEPT.					212.75

11:59 AM
08/12/22

Village of Grand Beach-General Fund
OPEN INVOICE REPORT
As of August 12, 2022

Type	Date	Num	Memo	Split	Open Balan...
VILLAGE OF MICHIANA					
Bill	08/09/2022		POLICE SERVICES FEBRUARY	300.818 · Contractual Ser...	<u>2,500.00</u>
Total VILLAGE OF MICHIANA					<u>2,500.00</u>
VSP INSURANCE CO. (CT)					
Bill	08/09/2022		30092372 VISION	852.852 · Hospitalization	<u>163.01</u>
Total VSP INSURANCE CO. (CT)					<u>163.01</u>
WAYNE HEATING & AIR CONDITIONING, INC.					
Bill	07/20/2022	220714	REPLACE 2 THERMOSTATS & T...	265.818 · Contractual Ser...	<u>1,113.87</u>
Total WAYNE HEATING & AIR CONDITIONING, INC.					<u>1,113.87</u>
TOTAL					<u><u>31,718.95</u></u>

11:10 AM

08/12/22

Village of Grand Beach-Golf Fund

OPEN INVOICE REPORT

As of August 12, 2022

Type	Date	Num	Memo	Split	Open Balan...
ARAMARK UNIFORM SERVICES					
Bill	07/22/2022	6310037...	792008368 Mats	000.956 · Miscellan...	73.18
Total ARAMARK UNIFORM SERVICES					73.18
CEDAR CREST DAIRY					
Bill	07/28/2022	2573884	ICE CREAM	000.948 · Food & G...	257.90
Bill	08/04/2022	2576305	ICE CREAM	000.948 · Food & G...	105.20
Total CEDAR CREST DAIRY					363.10
GORDON FOOD SERVICE					
Bill	07/20/2022	821275044	FOOD	000.948 · Food & G...	214.25
Bill	08/02/2022	821275941	FOOD	000.948 · Food & G...	150.87
Bill	08/10/2022	821276517	FOOD	000.948 · Food & G...	186.69
Total GORDON FOOD SERVICE					551.81
GRAND BEACH BREEZE					
Bill	08/08/2022		ADVERTISING 2022	000.901 · Marketing...	275.00
Total GRAND BEACH BREEZE					275.00
GREAT LAKES COCA-COLA DISTRIBUTION					
Credit	07/20/2022	2360620...	CANS	000.948 · Food & G...	-24.00
Bill	07/20/2022	2360620...		000.948 · Food & G...	261.63
Total GREAT LAKES COCA-COLA DISTRIBUTION					237.63
PNC EQUIPMENT FINANCE					
Bill	08/09/2022		CONTRACT #98996389-1	000.986 · Equipmen...	3,431.00
Total PNC EQUIPMENT FINANCE					3,431.00
SCHOLL DAIRY CO.					
Bill	07/20/2022	146314	ICE CREAM	000.948 · Food & G...	348.50
Total SCHOLL DAIRY CO.					348.50
SERVISCAPE					
Bill	07/31/2022		JULY	-SPLIT-	19,379.35
Total SERVISCAPE					19,379.35
STITCHES					
Bill	07/25/2022	4214	T-SHIRTS	000.949 · Clothing-...	441.00
Total STITCHES					441.00
TOTAL					25,100.57

10:28 AM
08/12/22

Village of Grand Beach - Water Fund
OPEN INVOICE REPORT
As of August 12, 2022

Type	Date	Num	Memo	Split	Open Balan...
CITY OF NEW BUFFALO					
Bill	07/28/2022	1689	WATER SAMPLING	801.000 · Professi...	150.00
Total CITY OF NEW BUFFALO					150.00
FIFTH THIRD BANK'					
Bill	07/24/2022		McAfee Antivirus	727.000 · Office S...	137.79
Total FIFTH THIRD BANK'					137.79
MICHIANA WATER AUTHORITY					
Bill	07/01/2022		7/1/22 Reading	927.000 · Water P...	28,600.10
Bill	08/01/2022		8/1/22 Reading	927.000 · Water P...	34,227.80
Total MICHIANA WATER AUTHORITY					62,827.90
TOTAL					63,115.69

3:15 PM

08/10/22

Village of Grand Beach - Building Inspection Fund

OPEN INVOICE REPORT

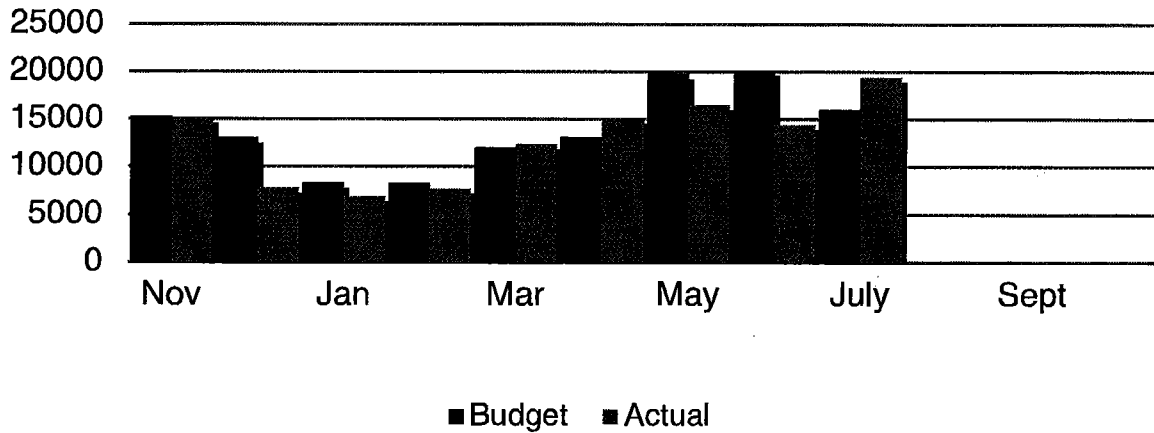
As of August 10, 2022

Type	Date	Num	Memo	Split	Open Balance
STATE OF MICHIGAN					
Bill	07/28/2022	22-017	ELECTRICAL INSPECTIO...	000.510 · Electrical Inspection Fe...	355.96
Total STATE OF MICHIGAN					355.96
WILLIAM H. LAMBERT					
Bill	08/10/2022		INSPECTIONS	000.500 · Building Inspection Fees	4,960.86
Total WILLIAM H. LAMBERT					4,960.86
TOTAL					5,316.82

4:12 PM
08/10/22

Village of Grand Beach - Major Street Fund
OPEN INVOICE REPORT
As of August 10, 2022

Type	Date	Num	Memo	Split	Open Balan...
SERVISCAPE					
Bill	06/30/2022	063022	MULCH	463.782 · Street Supplies	366.30
Total SERVISCAPE					366.30
TOTAL					366.30



August 17, 2022

Dear Grand Beach Council,

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

Financial

Year to date we are \$10,636 under budget.

Course News & Conditions

- Seasonal maintenance is ongoing.
- We have replaced several sprinkler head components.
- Began pruning behind the hall patio. We will complete pruning and add mulch within the next week.
- We removed a large limb that come down from an oak tree on the left side of 5 fairway. The remainder of the tree will be removed due to rot.

Respectfully Submitted,

Clay Putnam
Serviscape, LLC

Grand Beach Golf Course

Rounds of Golf Report

JULY

Type	2022	2021	2020
Non-Resident Weekday	491	461	486
Non-Resident Weekend	315	286	206
Resident Weekday	806	806	813
Resident Weekend	614	730	523
Pass	603	916	984
Total	2829	3199	3012

Financial Data

	2022	2021	2020
Golf	\$ 37,343.00	\$ 37,832.00	\$ 34,507.50
Food	\$ 10,149.07	\$ 7,895.04	\$ 5,985.26
Accessories	\$ 3,012.30	\$ 2,575.00	\$ 2,238.50
Clothing	\$ 4,426.40	\$ 5,476.40	\$ 2,144.50
Cart Rental	\$ 16,331.00	\$ 11,424.00	\$ 9,850.00
Gam/Hdcp			
Subtotal	\$ 71,261.77	\$ 65,202.44	\$ 54,725.76
Cart Reg			
Total	\$ 71,261.77	\$ 65,202.44	\$ 54,725.76

SUPERINTENDENT'S REPORT

August 12, 2022

HALL - GROUNDS - MAINTENANCE GARAGE

Cleaned Maintenance garage.

STREETS - PARKS - BEACHES

Weekly Brush and Bag Pickup.

Cleaned out drywell's and storm drains.

Mow and trim Streets, Parks and Beach Easements.

Cleaned beaches at White Wood and Walnut.

WATER DEPARTMENT

Sampled water July 29, 2022 and took to New Buffalo water treatment plant for analysis.

Submitted monthly reports for July readings to State of Michigan on August 9, 2022.

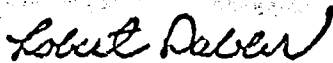
Residential water meters were read for June and July billing.

Installed new water service at 46029 Lake View.

EQUIPMENT

Service, Oil and grease equipment.

Respectfully Submitted



Robert Dabbs
Superintendent

Grand Beach/Michiana Police Offense Summary

Occurred 7/1/2022 - 7/31/2022

Offense	Total Offenses
1313 - 13001 - Assault and Battery/Simple Assault	1
2902 - 29000 - Damage to Property - Private Property	1
2903 - 29000 - Damage to Property - Public Property	1
2998 - 29000 - Damage to Property - Destroy, Injure Property of Police or Fire Departments	1
4104 - 41002 - Liquor Violation - Possession of Alcoholic Liquor in a Motor Vehicle	1
4196 - 41002 - Liquor Violation - Minor in Possession - Consume or Purchase Attempts	1
5282 - 52002 - Fireworks - Possession, Sale, Use, or Furnish	1
5707 - 57001 - Trespass (Other)	2
73001 - 7300 - Ordinance Violation	11
8072 - 54003 - Traffic - Careless Driving	1
8281 - 54003 - Traffic - No Operators/Chauffers License on Person	2
8293 - 54003 - Traffic - Parking/Standing/Stopping on Roadway	1
9910 - 93001 - Traffic, Non-Criminal - Accident	3
9943 - 98007 - Inspections/Investigations - Suspicious Situations	10
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	2
9953 - 99008 - Miscellaneous - General Assistance	10
9954 - 99008 - Miscellaneous - Assist to Fire Department	4
9954 - 99009 - Miscellaneous - Non-Criminal	3
9955 - 99008 - Miscellaneous - Assist to EMS	3
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	2
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	11
Total	72

We had a typical 4th of July, but nothing out of the ordinary to report.

We are seeing petty vandalism in Grand Beach. Our speed trailer was tipped over and the stabilizing legs were damaged. If anyone knows who may have done this, please let us know.

Respectfully Submitted,



Ryan Layman, Chief of Police

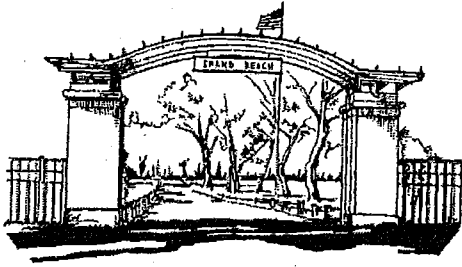
VILLAGE OF GRAND BEACH
MONTHLY BUILDING INSPECTION REPORT

AUGUST 17, 2022

PERMIT #	NAME/ADRESS	WORK TO BE DONE	COST	START
2021-21	GOLDSTEIN 52015 LAKE PARK	NEW HOME	\$1,879,429.00	05/21
2021-22	ALLEGERETTI 52106 LAKE PARK	NEW HOME	\$1,000,000.00	06/21
2021-30	DWARAKANATHAN 51308 ROBIN LN	NEW HOME	\$900,000.00	11/21
2021-43	MEARSHEIMER 52204 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 E ARNOLD	NEW HOME	\$3,200,000.00	12/21
2021-68	BLAUW 46029 LAKEVIEW	NEW GARAGE	\$125,000.00	12/21
2021-69	MORRIS 50262 GOLFVIEW	NEW HOME	\$500,000.00	01/22
2022-02	ZALANSKAS 46221 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
2022/16	ELLIOTT 52304 E ARNOLD	SHED	\$8000.00	03/22
2022/18	PLILLIPPI 51220 MAIN DR	NEW HOME	\$1,170,000.00	05/22
2022/19	NELLANS 49019 SKYHI DR	ROOF,SIDING,WDO	\$126,099.31	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
2022/26	KARAZIM 45312 FAIRWAY DR	NEW HOME	\$600,000.00	06/22
2022/27	BLACKBURN 46115 PINE AVE	NEW POOL	\$50,000.00	06/22
2022/28	PUSKUNIGIS 45321 FAIRWAY DR	NEW HOME	\$280,000.00	06/22
2022/32	PUSKUNIGIS 45325 FAIRWAY DR	NEW HOME	\$300,000.00	07/22

2022/33	JENNINGS 52114 LAKE PARK DR	NEW POOL	\$125,894.00	07/22
2022/34	DYSON 51001 LAKE PARK DR	SHED	\$12,000.00	07/22
2022/35	MUCNTZER 51224 MAIN DR	NEW HOME	\$800,000.00	08/22
2022/36	MEARSHIMER 52204 MAIN DR	NEW POOL FENCE	\$10,873.00	08/22
2022/37	NICOLAI 45314 FAIRWAY DR	NEW HOME	\$884,840.00	08/22
2022/38	STANCZAK 46217 CRESCENT	NEW ROOF	\$14,600.00	08/22
2022/39	BABY 50213 CALLA AVE	NEW ROOF	\$3,825.00	08/22
2022/40	BLAUW 46029 LAKEVIEW AVE	ROOF ON GARAGE	\$2,100.00	08/22



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

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 right-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. Furthermore, no use (including, but not limited to new landscape installation), other than foot traffic and golf cart parking, shall occur without the prior written consent of the Village.

Additionally, enclosed please find a License Agreement that is requested between the Village and landowners who have landscaping on the Village right-of-way. Landowners 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, and homeowners are thus required to insure the area where their landscaping encroaches on public land.

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) _____, 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, and

WHEREAS, Grantee has installed landscaping on a portion of Grantor's right-of-way, which landscaping encroaches onto the Grantor's property, and

WHEREAS, the Grantor believes that the Grantee's landscaping placement on the Grantor's property 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 Village, as Grantor, agrees to allow Grantee to use and maintain the encroachment area, 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 land where Grantee has encroached on Grantor's property, which shall hereinafter be referred to as the "License" or "License Agreement", which License Grantee shall use solely for the purpose of allowing 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

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 License 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 also 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 public 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. 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 License area as a public right of way, 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 License area.

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 contains 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 \$ _____ which shall be set by the Village Council, 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.

- 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:

Joseph Farwell

To:

- Paul A. Leonard
- clerk grandbeach.org

Fri 8/12/2022 11:26 AM

Hi Paul, Mary and Bob,

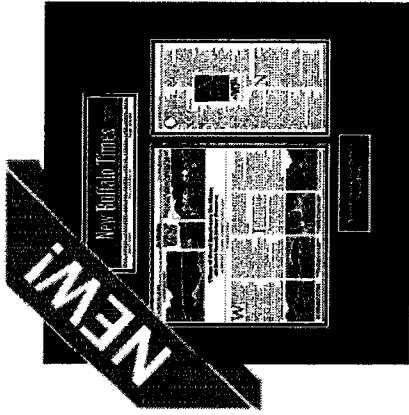
As you know, we have been working together for over ten years on moving the water main. When we started, we all thought the price would be around \$25,000-\$30,000. However, the estimated cost to move the water line is more than twice that amount: \$69,000. That cost does not include moving a telephone pole or any other unforeseen issues with moving the line. Also, the cost does not include any inflation related overages since the work cannot be completed until the supplies arrive approximately 44 weeks from now. Given these additions, we believe the cost would be closer to \$75,000, not to mention the 100's of hours of village time to oversee the project.

With that in mind, we propose the following: Leave the line in place. We will give you a similar easement we just worked on over the existing line in exchange for \$60,000.

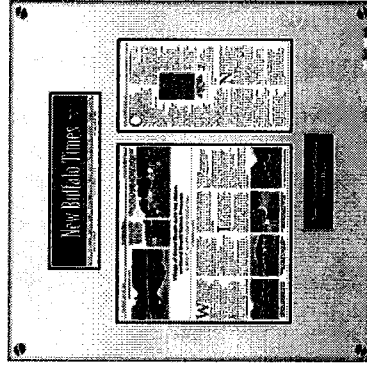
This plan allows us to recoup some of the value of the land, the Village spends much less money, and the water line remains undisturbed. In addition to the payment, the Village would be responsible for the costs of the legal paperwork and any filing fees to establish the Village's rights to the area around the water line. We believe this approach is far less intrusive and will save the village both time and money.

Please contact me should you have any questions.

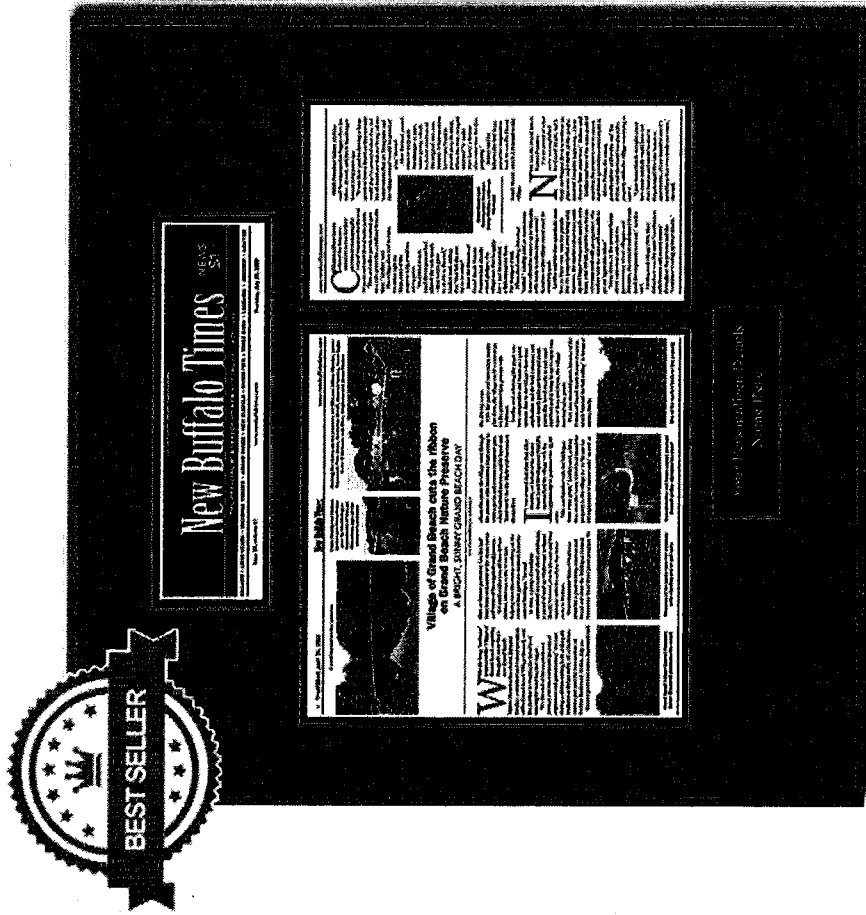
Sincerely,
Joe Farwell



HD Metal Black



Lucinda Premium



Wood

APPROXIMATE SIZE 22" x 22"

① Guarantee: 1 Year

① Color: Clear

① Finish: Scratch Resistant

① Mounting: Stainless Steel Stand-off

① Flame Edge: ✖

① Personalized Plate: ✖

Select Basic \$189

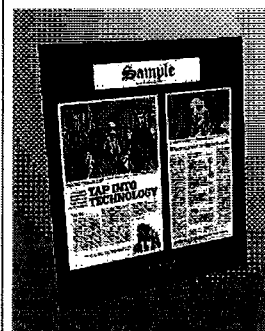
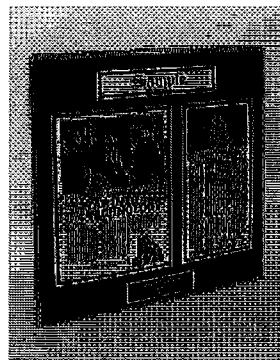


Lucinda Basic

Lucinda Premium

Wood

Metal



Select Basic \$189

Select Premium \$219

Select Wood \$257

Select Metal \$309

Material ①

Acrylic

Acrylic

Wood

Aluminum

Thickness ①

1/8"

1/4"(2x as thick)

3/4"

1.25mm

Guarantee ①

1 Year

Life-time

Life-time

Life-time

Color ①

Clear

Clear, Black

Mahogany, Black, Oak, Walnut, White

Brushed Silver, White or Black

Finish ①

Scratch Resistant

Scratch Resistant

High Gloss

High Gloss & Brushed Silver

Mounting ①

Stainless Steel Stand-off

Stainless Steel Stand-off

Keyhole Slot

1/2" Wall Float with keyhole slot

Flame Edge ①

✖

✓

N/A

N/A

Personalized Plate ①

✖

✓

✓

✓

Select Basic \$189

Select Premium \$219

Select Wood \$257

Select Metal \$309

A pond located on the preserve



Owen (front) and Hudson Boehm and Olivia Polzin pose by the Michigan Department of Natural Resources sign at the preserve's entrance



Cutting the ribbon on the preserve are Rita and Sidney Mathias, James Bracewell, Pete Doerr, Kimberlee Wendt, Deborah Lindley, Frank Giglio, Blake O'Halloran, and Ellen, Stephanie and Jaime Frankle



Village of Grand Beach cuts the ribbon on Grand Beach Nature Preserve

A BRIGHT, SUNNY GRAND BEACH DAY

BY FRANCESCA SAGALA

While the long, "arduous" journey of the Village of Grand Beach acquiring the 45.88 acres that's now Grand Beach

Nature Preserve has ended, Deborah Lindley, a member and former president of the Grand Beach Village Council, said the journey to reaping the benefits of owning the land has just begun.

"It's the end of the acquisitional journey and the continued journey of enjoyment and preservation," she said during a ribbon-cutting held at the path trailhead at Rohde Field, off of Golfview Avenue just past the intersection of Perkins Boulevard, Friday, July 22. Council president James Bracewell said

that, as former president, Lindley had been front and center to the many twists and turns of the acquisitional journey.

"I'd much rather you all hear it from Debbie, who was in the front lines helping raise the money working on the tremendous grant we received from the state of Michigan," he said.

In 2014, a group of residents approached the council about purchasing a parcel of land on Whitewood in Grand Beach; however, due to the cost and time restraints with the sellers, this never came to fruition.

Councilmember Blake O'Halloran attended a grant writing seminar and found out about the Michigan Natural Resources Trust Fund grant program. To

obtain the grant, the village went through the process with McKenna Engineering to write a parks and recreation master plan, which included surveys, public input and "hard work" for the Parks and Recreation Committee.

It was around that time that Ellen Frankle, on behalf of the Grand Beach Land Development (GBLD), approached the village with the opportunity to purchase the 45.88 acres.

"She was familiar with the Michigan Trust Fund grant," Lindley said, adding that, over the years, GBLD had leased the property to the village for \$1 "to use for the enjoyment of nature trails" as well as

the driving range.

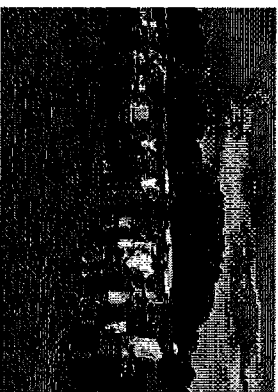
With the parks and recreation master plan done, the village could concentrate on the grant-writing process with McKenna.

Lindley said achieving the grant was very competitive and based on a point system. Due to the village's first-time application and the land's unusual east coast marsh plain environment (with plants that breed mostly in east coast marshes) and it being home to numerous types of flora and fauna, the village received value points.

They also received points because of the Friends of Grand Beach Nature Preserve, which "started the ball rolling" in terms of raising funds.



Grand Beach Village Council President James Bracewell addresses the crowd



Members of the public view the ceremony while standing and on golf carts



Councilmember and former council president Deborah Lindley addresses the crowd



One of the nature trails on the property

FEE SCHEDULE POLICY – POST DAMAGE

EFFECTIVE ON OCTOBER 22, 2015

All drivers of cars who hit and knock down or break the white cement posts in the Village of Grand Beach will be billed at the following rate per post damaged or broken:

\$50.00 PER POST THAT HAS BEEN KNOCKED DOWN AND HAS TO BE SET BACK UP

\$75.00 PER BROKEN POST THAT HAS TO BE REBUILT

The Village council approved the motion made by Paul Leonard, seconded by Blake O'Halloran to set the above fee schedule unanimously 4-0 on October 21, 2015.

Council Members Present: Frank Giglio, Paul Leonard Jr., Deborah Lindley and Frank Giglio.

Council Members Absent: James Bracewell

Ayes: All Present

Mary J. Robertson Clerk-Treasurer



Explore the Natural Beauty of Harbor Country

July 29, 2022

Village Council
48200 Perkins Boulevard
Grand Beach, MI 49117

Dear Council Members:

The Harbor Country Hikers would like to hike Chikaming Open Lands' Grand Beach Marsh Preserve and the new Grand Beach Preserve. We are considering a Saturday in September, November or December.

When we last hiked the Grand Beach Marsh Preserve in 2017, there was some concern about parking on Deer Park Drive. The issue was settled by Ellen Frankle, who allowed us to park on property she owned on the corner of Grand Beach Road and Deer Park.

Ellen no longer owns that property, and we are looking for the Council's blessing on and recommendation for an alternative at your next meeting. The closest parking—and our preference—would be on the shoulder of Grand Beach Road and/or Deer Park Drive. Mary Robertson has suggested we could also use the golf course parking lot and begin our hike near the driving range.

Attendance at our hikes averages around 30 people. We might reasonably expect around 20 cars for a Grand Beach hike in the fall.

The Harbor Country Hikers is a Michigan non-profit corporation with a little over 200 members, including some Grand Beach residents like myself. Most of our hikes last two hours and include a variety of hike leaders and a strong educational component. We hike parks and preserves throughout Southwest Michigan and Northwest Indiana.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "R Mueller", with a long horizontal flourish extending to the right.

Robert Mueller
Treasurer, Harbor Country Hikers

DIRECTV

July 07, 2022

Dear Clerk of Municipality,

Re: DIRECTV, LLC Annual Video Report for U-verse Video Service in Michigan

DIRECTV, LLC ("DIRECTV") submits this Annual Video Report to the Michigan Public Service Commission and franchising entities in the State of Michigan as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended or "Video Act").

On or about August 11, 2021, each of the municipalities served by Michigan Bell Telephone Company ("AT&T Michigan") were notified that their Uniform Video Local Franchise Agreement ("Agreement") was transferred to DIRECTV and that AT&T retains a majority economic interest in DIRECTV, with TPG Capital holding a minority economic interest. DIRECTV is a separate, affiliate company and operates independently of AT&T. As required by the transfer process established by the Video Act, each local entity was provided with an Attachment 2 form to their Agreement.


DIRECTV will continue to meet the terms of those Agreements and of the Video Act, as it relates to the continued provision of the U-verse IP-enabled video service. As required under Sec. 9 (1) of the Video Act, DIRECTV does not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides. Existing customers can continue to enjoy the same high-quality U-verse video service without the need for any additional action on their part.

U-verse TV includes:

- Access to live video programming and on-demand and interactive content
- Ability to access more than 242 IPTV National HD channel
- Ability to record up to 4 shows at once with Total Home DVR
- Ability to view programs via a subscriber's smartphone or tablet
- Public, Educational, and Government (PEG) channels for communities who are providing or request to provide PEG programming
- Customer service via call centers
- Online 24/7 customer service and technical support is available at <https://www.att.com/support/topic/u-verse-tv/>

Questions regarding this report can be referred to me.

Sincerely,



Scott J. Alexander
Senior Director – External Affairs
DIRECTV
2260 E. Imperial Hwy.
El Segundo, CA 90245
e-mail: scott.alexander@directv.com
telephone: 214-202-3185

August 8, 2022

Grand Beach Village Council (via G-Mail)
c/o Mary Robertson, Clerk

To All:

On behalf of myself and my wife Yvette, I wanted to acknowledge and thank the Village personnel who quickly responded to our call for assistance last week when a violent thunderstorm arose in mid-afternoon on August 10th and brought a heavy tree trunk down on some power lines that run across our driveway on Oak Street.

The Police responded immediately to inspect the situation and block the road with plastic cones. Someone also notified the Fire Department who immediately contacted Indiana Michigan Power. Thankfully, we did not lose power, but because the storm resulted in over 90 incidents in the region of compromised power lines and poles, the power company and their tree service could not get to the lines on our property for 30 hours.

While we waited for our lines to be repaired, the Village Police and Bob Dabbs and his maintenance team stopped by several times to monitor the situation, file an accident report for a damaged vehicle, and update us on the power company's progress on other local priority projects ahead of us in the queue. The power company finally showed up late Thursday afternoon to safely trim the fallen tree and free up the compromised power lines. By early Monday morning, Bob Dabbs and his crew arrived to clean up and remove all the tree debris on the street and parkway.

As residents, we understand the Village has a hard, often thankless job with limited resources and many competing priorities. This was an emergency situation very personal to us that the Village responded to immediately and laid the groundwork for a safe, timely resolution. Well done and much appreciated.

Sincerely,

Ed and Yvette Brandes
47118 Oak Ave

Letter from the village council about cutting down any trees on the easments

McDonald, Clem (NIH/NLM/LHC) [E] [REDACTED] >

Fri 7/29/2022 1:35 PM

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

Cc: Barbara McDonald [REDACTED]

My name is Clem McDonald, and my family has owned a cottage ad 46023 Lakeview, Grand Beach since 1952.

We recently received a letter from the village counsel telling us to cut down any trees or bushes on the common property , between our home and the next home which belongs to the Wades.

The letter instructed us to cut down any trees or planting on this property or the village would do it at our expense. We have planted three 12 foot columnar gingko trees on this property. The leaves on theses trees turn to a glorious gold in the fall and we thought they would be an enhancement to the beauty of Grand Beach. Furthermore, we spent \$1,725 to obtain these trees from Chicago and have them planted. It was a disappointment to get your letter *after* we purchased them .

These trees would not obstruct the golf carts or interfere with any use of the walkway or common space in any way. . We invite you to come and take a look. We also would like to remind you that we have taken care of this common property since 1952, including the placement of sod, fertilizer and mowing tas well as installing a sea wall at considerable expense in the 1980s and re-enforcing it with boulders more recently with an expense of more than \$75,000s. Is there no way to get an exemption from this rule.? We have taken good care of it as if we were the owners with little help from the village. We think that counts for something, and we did not receive notice of the rule until after the fact.

In case we can't get an exemption, then we respectfully plead for a delay in the execution of his order until November or December of 2022 when the trees will have become dormant, and we could safely transplant them to a location on our property y. Such a delay would cause no harm to the village because the trees do not preclude full use of the common property at present.

We look forward to your reply.

Respectfully submitted July 29, 2022.

Clement J McDonald MD
Barbara H McDonald

From: Molly Trafas
Date: July 26, 2022 at 3:28:29 PM CDT
To: Jim Bracewell
Cc: M. Minton

Subject: construction

Jim Bracewell, President

Concerning the construction at 46029 Lake View – on Friday, July 22 sand was delivered to this address and built up near the left side of the house. In the process sand was put on my property damaging the tall plants providing privacy between the two properties. This sand must be removed before any more construction in that area. My lot line is two feet from the garage.

It has also been brought to my attention that the spa tub on the property does not conform to set-back regulations of 50 feet from the street.

These violations and any others must be looked into before construction is complete. Because violations in the Village have been overlooked in the past does not mean we should continue to do so.

Molly Trafas

From: Ed Trainor

To: clerk grandbeach.org

Wed 8/3/2022 2:23 PM

To: Grand Beach Village Council Members

Thank you for continuing the fight against New Buffalo Township's Special Assessment District.

With all due respect, I believe that council member O'Halloran's comments in the minutes of the SPECIAL COUNCIL MEETING JUNE 28, 2022 misrepresent the issue and I would like to refute for the public record and so, as a Grand Beach council member, he can explain the full issue to those who "don't think it is worth it to appeal since their taxes only went up \$100" and also so he remembers that this fight is not about the fire or ambulance services.

New Buffalo Township's Special Assessment District (SAD)...

- 1) It is to cover the cost of the NB Township police department that the casino stopped paying for and the tax is a lot more than the recent increase seen on the tax bill.
- 2) It is a 20 year Tax imposed without the approval of the electorate or taxpayers before or along the way.
- 3) It gives the New Buffalo Township Board (current and future) the ability to increase taxes further with a simple majority vote of the Township board (3 out of 5 members)
- 4) The New Buffalo Township Board never discussed the SAD at any public meetings for the year prior to enacting it under the cover of darkness in the dead of winter.
- 5) The New Buffalo Township Board is giving up \$3 million in casino funds & instead raised our taxes to make up for this because a SAD does not allow them to have the casino's \$3 million
- 6) It usurps Grand Beach & Michiana Sovereign village rights which is a slippery slope and could lead to other assessments
- 7) Over the next 20 years, it requires Grand Beach & Michiana taxpayers to pay about \$5,000,000 for a police service that does not patrol the villages.
- 8) Over the next 20 years, it requires taxpayers in unincorporated areas of the township to pay \$7,000,000 for a police service which they did not have prior to the casino and was paid for by the casino until 2017.
- 9) When the casino stopped paying for NBT's policing services, NBT instituted a millage that was approved in a May election by the vote of 118 to 82 votes (of approximately 2,000 registered voters). The only registered voters to know about the millage vote at the time seemed to be friends and family of those who benefitted from it. The millage would have to face a re-vote soon so instead they instituted this SAD that locks in this 2017 tax increase for 20 years without having to be approved by the voters.

Contrary to what the Council Member O'Halloran and the New Buffalo Township Board would like you to think, **It is not about the ambulance and fire protection** (neither are in serious jeopardy). Also, for many of us, it is not even about the new building being built on US12.

Grand Beach has many property taxpayers that are not allowed to vote. Our village council members need to protect their interests for the good of the community. Thank you for standing up for them and all of us!

Kindest Regards,

Ed

Ed Trainor

August 2, 2022

Village of Grand Beach
48200 Perkins Blvd.
Grand Beach, MI 49117
Attn: Village Council

Dear Council Members

In reviewing the Monthly Building Report, I had several questions about some of the listed construction projects and about some of what seemed to be construction projects not listed. I am not in any way being critical of the work Bill Lambert or the Council does. I think you all do a yeoman's job. Based on the number of projects, which is unbelievably high, I would like to suggest that Bill be allowed to hire an assistant to periodically tour the Village and update the Monthly report and perform whatever other duties Bill would deem appropriate and necessary. I understand Bill's payments and the payments for an assistant would come from the permit fund which can only be spent on this kind of activity and cannot be used for general Village needs. This means there are adequate moneys available to fund an assistant for Bill.

I also noticed at least two properties having trees removed in what seemed like a wholesale operation and I wonder if the Village has implemented the new rules regarding the removal of trees. If so, did the Village approved these two properties tree removal operations? While I agree that the removal of trees to accommodate the new construction is advisable, it seemed that these two cases exceeded that need. We all know we have had three instances already in the Village that far exceeded reasonable tree removal.

Sincerely yours,

Harry Walder

49033 Skyhi Road
Grand Beach, MI 49117

August 3, 2022

Village of Grand Beach
48200 Perkins Blvd.
Grand Beach, MI 49117
Attn: Village Council

Dear Council Members

I have noticed that there have been two Special Council Meetings in the past couple of months. I only found out about them by chance. Is it possible to have all Special Council Meetings also announced in an email from our Police since they have all our email addresses? Prior to the meeting, of course.

Thank you.

Sincerely yours,

Harry Walder

49033 Skyhi Road
Grand Beach, MI 49117