

**NOTICE**

**VILLAGE OF GRAND BEACH**

**REGULAR COUNCIL MEETING**

**WEDNESDAY, NOVEMBER 20, 2019**

**6:30 P.M. (CST) – 7:30 P.M. (EST)**

**GRAND BEACH VILLAGE HALL**

**48200 PERKINS BLVD.**

**GRAND BEACH, MI 49117**

**MARY J. ROBERTSON**

***CLERK – TREASURER***

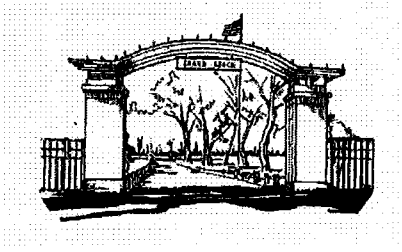
**(269) 469-3141**

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.

**OPEN FORUM POLICY**

Following any motion that has been seconded, complete council discussion, and prior to council vote being taken, any audience member wishing to comment must first be recognized by the president, he/she must stand, state his/her name (for recording purposes) and limit his/her questions/statements to the discretion of the president.

Only comments directly pertinent to the motion on the table will be considered. The Village of Grand Beach Council meeting minutes are available at the Village office located at 48200 Perkins Blvd., Grand Beach, Michigan.



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

**AGENDA FOR REGULAR COUNCIL MEETING  
NOVEMBER 20, 2019  
6:30 P.M. CST - 7:30 P.M. EST**

1. Call To Order
2. Adoption of Agenda
3. Consent Agenda
  - a. Approve Village Council Minutes:
    - i. Regular Council Meeting, October 16, 2019
  - b. Hall Rental Requests –
    - i. Steve & Amy Slater, October 25, 2019 – Approved Prior to Council Meeting
    - ii. Colleen & Brendan Duffner, October 31, 2019 – Approved Prior to Council Meeting
    - iii. Grand Beach Social Club, November 30, 2019
  - c. Pay Bills with Written Additions
4. Presentations/Recognition
5. Commission Reports
  - a. Building & Zoning - James Bracewell
  - b. Parks & Beaches - Steve Slater
  - c. Streets & Water - Paul Leonard Jr.
  - d. Police - Deborah Lindley
  - e. Pro Shop & Course - Blake O'Halloran
  - f. ServiScape Report - Clay Putnam
6. Personnel Reports
  - a. Superintendent - Bob Dabbs
  - b. Interim Police Chief - Jamie Flick
  - c. Building Inspector - Bill Lambert
7. Unfinished Business
8. New Business
  - a. Agreement for Extraterritorial Police Shared Services
  - b. Zoning Ordinance Amendments Recommended by Planning Commission
  - c. Ordinance #2019-98 Zoning Ordinance Amendments

AGENDA (CONTINUED)  
REGULAR COUNCIL MEETING  
NOVEMBER 20, 2019

- d. 42 Acres (Grand Beach Nature Preserve) – 40 Year Title Search
- e. 42 Acres (Grand Beach Nature Preserve) – Appraisals
- f. MDOT Road Diet Comment Sheets
- g. Pumphouse/Beach Access Protection Update
- h. Abonmarche Proposal for Construction Scoping
- i. Village Parties
- j. Children's Tennis
- k. 2020 Meeting Schedule
- l. Berrien County Data Processing Contract - Tax Bills, January 1, 2020-December 31, 2021
- m. Health Insurance Renewal
- n. Resolution To Opt Out Of Pa 152 Of 2011
- o. Annual Salary Adjustments
- p. Police – Computer & Firewall
- q. Transfer Local Revenue Sharing Funds to Capital Projects \$29,067.35
- r. Budget Amendment – Major Streets 2019/2020

9. Audience Recognition

10. Correspondence

- a. New Buffalo Shoreline Alliance Request

11. Adjournment

**VILLAGE OF GRAND BEACH  
REGULAR COUNCIL MEETING  
OCTOBER 16, 2019**

**CALL TO ORDER**

Council President Deborah Lindley called the regular council meeting to order at 7:30 p.m. EST. Present in addition to Lindley were James Bracewell, Paul Leonard Jr., Blake O'Halloran and Steve Slater.

Lindley said that we will have copies of the agenda available at future Council meetings, but will no longer print the packets which will be available on the Village website.

**ADOPT AGENDA**

Lindley moved, seconded by O'Halloran to add "*Item G. Skid Loader*" to new business and adopt the October 16, 2019 agenda. Motion carried unanimously 5-0.

**ADOPT CONSENT AGENDA**

- a. Approve Village Council Minutes:
  - i. Regular Council Meeting, September 18, 2019
- b. Pay Bills with Written Additions

Clerk-Treasurer Mary Robertson told the Council that she is removing a bill for "domain listing" in the amount of \$228 from the General Fund bills to be paid. Lindley moved, seconded by O'Halloran to adopt the consent agenda as presented. Motion carried unanimously 5-0.

**PRESENTATIONS/RECOGNITION**

None

**COMMISSION REPORTS**

**BUILDING & ZONING:** Bracewell reported that there has been progress made on several of the problem building sites. The complaint about the Kerr construction on Ridge Road has been taken care of by the contractor. Building Inspector Bill Lambert said he had a long conversation with the owner of the home under construction on Oak Avenue and he has decided to put the house up for sale. The doors and window wells have been secured at the house. Bracewell said the owner of a house under construction in Fifteen Acres received a list of things to do and has taken care of two of the three items. Service 1 Marine will be moving the container from the property, but are not sure when as they are busy moving boats. The lot was cleaned up and there is a portable bathroom on the site.

Slater stated there seems to be a great sense of urgency in getting the container moved and asked about writing tickets. Lambert said that they told the owner he has one week to remove the container, and if not removed, he will send a letter to him and then write a ticket.

Bracewell said there will be a Planning Commission meeting and public hearing on November 7, 2019 in regards to amending the zoning ordinance.

**PARKS & BEACHES:** Slater reported that the Parks and Recreation 5-year master plan is out for public comment. The plan can be viewed in the Village Office or on the Village website. There will be a public hearing to take comments on the plan on November 20, 2019 and it will be sent to the state in December.

**STREETS & WATER:** Leonard said the Village will be picking up leaves soon and asked residents that are using landscapers to have them haul the leaves away or put them in paper bags. With the freeze and thaw cycle soon to come, he asked residents to notify the Village of any potholes that need to be filled.

## Regular Council Meeting – October 16, 2019

**POLICE:** Lindley reminded everyone to update their email addresses and phone numbers with the form that the police department and Clerk's office has available. She has been getting questions about golf carts without stickers and said that she found out with help from the Deputy Clerk that there are 465 carts. Of the 465 carts, 28 residents and 11 non-residents have not paid for their stickers this year. She said that if you don't pay for your sticker for two years, the number is given to someone else. Officers, pro shop employees and rangers will continue to check for stickers.

**PRO SHOP & GOLF COURSE:** O'Halloran reported that July was approximately \$3,000 off from 2018, and was very close to 2017. August came in \$4,500 ahead of 2017 and 2018. September was \$2,500 under. He said it looks like it has been another year that the golf course has paid for itself. He said there are long term needs that need to be addressed, including updating equipment for the golf course and irrigation needs.

### **SERVISCAPE REPORT**

Clay Putnam reported that ongoing maintenance is occurring and aeration and top dressing has been completed. They repaired three irrigation leaks in September, and have pruned evergreens on two. He received one bid for tree work and expects another by the end of the week. The bid includes trees on two and nine. The maintenance department will remove some of the trees on the list, so they should be able to do the tree work with the \$15,000 budget that was approved by the Council.

### **PERSONNEL REPORTS**

**SUPERINTENDENT:** In addition to his written report, Superintendent Bob Dabbs reported that the sidewalk is slow going and should be done by November 1, 2019. The creek drain is going slow because there are three old water mains buried under the road, but they should get to the creek by the end of the week. O'Halloran said that we should consider putting the cement posts all along the new sidewalk for safety reasons.

**INTERIM POLICE CHIEF:** Interim Police Chief Jamie Flick reported there were 52 complaints between Michiana and Grand Beach. He reminded residents that when raking leaves, they should put them on the edge of the road, but not on the road as our roads are already very narrow. He has reported a problem with the street lights to Indiana Michigan Power, but doesn't have a timeline of when the lights will be repaired.

**BUILDING INSPECTOR:** Building Inspector Bill Lambert said there is a new house going up on Robin Lane with another new house coming up on Main.

### **UNFINISHED BUSINESS**

None

### **42 Acres Update**

Lindley said that we are still waiting for Mario Ortega of McKenna to get everything done so that we can close on the property.

### **Addendum to the Handbook for Michigan Officials**

Leonard said that Village Attorney Sara Senica gave the Council a proposed ethics ordinance and he and Slater edited it down and decided they could adopt it as an ordinance or add it as an addendum to the Handbook for Michigan Officials. He said that given the environment in which the Council operates, with the Open Meetings Act, conflict of interest and personnel issues and with people filing global prosecutions, one of the things Attorney Sara Senica recommended was that the Village adopt a code of ethics. This will be helpful in the event there are any questions asked, the Council could show that in their due diligence they were required to review a code of ethics and were aware of what the code required in terms of their conduct of Village business and it would show that the Village is doing its due diligence not just for present Council, but for future

Councils. It is a statement to the Village that the Council takes their responsibilities seriously and not just in the way we want to do business, but that we want to do it in a certain way that is transparent and it is a statement to the public that the Village will operate within the boundaries of a code of ethics. If there is ever a question raised from outside the Village, the Council can point to the Code of Ethics. He thinks this will be a benefit for future councils. The Council discussed the code of ethics and asked questions regarding the language.

Leonard moved, seconded by O'Halloran to approve the Addendum to the Handbook for Michigan Officials applicable to the Council members of the Village of Grand Beach. Motion carried unanimously 5-0.

### **10 Acre McKean Parcel**

Lindley told the Council that the attorney representing the sellers of the 10 acre McKean parcel never called her back with any information regarding the details of the parcel. She said that if the Parks and Recreation Committee wants to look into it for pickleball courts or if the golf course would be interested in it for a retention pond, the Village can check into it further.

### **NEW BUSINESS**

#### **Employee Pay Increases**

Lindley said when the Village hired Deputy Clerk Cheryl Cook there was discussion about increasing her pay since the position previously included full benefits, and no longer included all of the benefits. Lindley said she would also like to raise three long time pro shop employees from minimum wage of \$9.45 to \$10.00 an hour. O'Halloran said he would like to evaluate the proposed increase for the golf employees and put a number to it and talk about it next month.

Lindley moved, seconded by Bracewell to approve 3% pay increases as presented and to increase Cheryl Cook's pay to \$17.00 an hour. Motion carried unanimously 5-0.

#### **Tree Removal Bids – Golf Course**

Lindley said the council approved \$15,000 for tree removal on the golf course at the last meeting and Clay Putnam submitted a bid tonight. She said that between Putnam, O'Halloran and Dabbs they can decide who to use to stay within the \$15,000 budget. Blake explained that he went out with several others to look at the course and found that holes two and nine had seriously dead trees that need to be taken care of because they are endangering golfers.

#### **Drainage Concern**

Lindley said that we received a letter from Mr. Bailin last month concerning drainage coming from Fifteen Acres and draining onto his property and she feels that this should be added to the wants and needs list. She said we will have to do a big project to straighten this drainage out, and asked Dabbs to estimate the cost of the project and talk to Mr. Bailin to see what he would be willing to contribute to the project. Lindley said a resident contacted Mr. Farina of Golfmore Estates to see if he would allow the Village to clear the ditch across their property to allow the water to drain to the creek.

#### **Oselka Constructors – Revetment Work on Lake Avenue**

David Wolf of Oselka Constructors told the Council that they have a proposal to put rock in front of and behind

the steel wall at a home on Calla Avenue and they would like to use Lake Avenue to dump the rock. He said they have been dumping rock close to the asphalt at Lake Avenue for over 20 years and the longest dump trailer they will use to dump rock is 34'. He added that on Monday he had a conversation with property owners on Ridge Road north of Walnut concerning maintenance work on their property. They hope to get in and out of Ridge Road by Christmas. O'Halloran asked if it would only be rip rap and armor stone placed and Wolf said that is all that is going down. Bracewell suggested Wolf contact Arie Donkersloot so that they can work together on the Walnut access since Donkersloot will be putting rock down at the pump house.

Slater moved, seconded by Lindley to allow Oselka Constructors to use the Walnut access for work to be done this fall and access to Lake Avenue with work to be completed before Memorial Day, 2020 with coordination with the other contractor (Donkersloot). Motion carried unanimously 5-0.

### **Proposed Zoning Ordinance Amendments**

Lindley told those in attendance that the Planning Commission will hold a public hearing on November 7, 2019 to receive public input regarding possible zoning amendments. The amendments and notice of the meeting are on the Village website. An ordinance to adopt the amendments will be voted on at the November Council meeting.

### **New Website Accessibility Statement**

Lindley said the Council has been concerned about accessibility on our website for the visually impaired and we want to make sure that the information on our website is accessible. Jim Muratzki of LIAA who is helping the Village with its new website sent a disclaimer that we can post on our website with a link on each page. She said Leonard told the Council last year about agencies being sued because their websites weren't accessible. She said that the biggest problem the Village has on the website is with scanned documents. She said that we can do the best we can do and if you have a problem viewing the content, you can contact the Village Clerk's office. Leonard said this issue is becoming more and more of a concern in the business community with Target being the most recent store that was sued. The trend in courts is that if you have a website, you can't discriminate against people who can read it and those who can't. He said our website has to be accessible to all residents, but there are times when we put content on the website that people won't have access to, but recognize that we do the best that we can. For the most part, our website is in compliance with the ADA.

Lindley moved, seconded by O'Halloran to add the accessibility language on the Village website with a link on each page. Motion carried unanimously 5-0.

### **Skid Loader**

Superintendent Bob Dabbs said that Clay Howard told him he was selling a skid loader at a public auction and said it could go for \$35,000 at the auction although he wanted \$47,000 for it. Dabbs talked to him recently about the possibility of buying it after the purchase by someone at the auction fell through and Howard won't budge on the \$47,000 price, so Dabbs told him to sell it. Dabbs said a medium sized skid loader could be purchased for approximately \$35,000. The Council added it to the needs list. Bracewell said we have heard several times over the last few months that the Village doesn't do anything on the beach, but the maintenance department doesn't have a piece of equipment that they can get back up from the beach.

**Transfer Funds to Capital Projects for Fiscal Year 18/19**

Lindley moved, seconded by Slater to transfer \$94,400 as budgeted in fiscal year 2018/2019 from the General Fund to the Capital Projects Fund. Motion carried unanimously 5-0.

**Transfer Funds from Capital Projects to Local Street Funds for Paving Project**

This was not necessary since there were no bids received for the paving project.

**Budget Amendments Fiscal Year 2018/2019**

**General Fund, Water Fund, Golf Fund, Local Street Fund, Major Street Fund and Building Fund**

Lindley moved, seconded by Bracewell to approve the budget amendments as presented for fiscal year 2018/2019. Motion carried unanimously 5-0.

**AUDIENCE RECOGNITION**

Village resident Frank Giglio said that there are 8-12 men that play golf in Grand Beach on Fridays from 9:30-12:00 and have been doing so for 10 years or more. The group would like the Council to allow them to use the course for 9 holes from 9:30-12:00 now that they have approved moving children's golf to Fridays. He asked if the Council considered the revenue loss if the course is not open to the public on Fridays.

Village resident Ken Terpin said he agreed with Giglio and asked if the kids could start playing golf at 9:30 or 10:00 and golf behind the group. Resident Barb Rooney said that the younger kids play four, five and six and couldn't start behind them. She said there are about 90 kids playing golf. She will work with the person that is going to run kids' golf this year to see if the men's group can play on Friday mornings.

Bracewell told the Council that last week the Local Revenue Sharing Board gave the Village a check for \$29,000 for our portion of the revenue sharing board funds, and he would like to send them a thank you letter.

**CORRESPONDENCE**

None

**ADJOURNMENT**

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

With no further business, the meeting was adjourned at 9:14 p.m. EST.

Respectfully submitted,



Mary J. Robertson  
Clerk-Treasurer



# VILLAGE OF GRAND BEACH HALL USE CONTRACT

Please complete the following form, sign and initial appropriate pages and return it along with a check in the proper amount for rental and security deposit (one check) made payable to "Village of Grand Beach".

Once the Village Council approves this reservation, it will be entered onto the calendar. **You must have written Social Club approval from Memorial Day to Labor Day prior to Council consideration.** The council meets on the third Wednesday of each month.

If the Hall Use Contract is not filled out completely, the hall rental will not be considered by the council.

Name: Steve & Amy Slater

Organization: Winter Warriors

Local Address: 46113 Royal Ave

Local Phone Number: \_\_\_\_\_ Home or Cell Phone Number: [REDACTED]

Date of Party: Oct. 25<sup>th</sup> Number of Guests: 48?

Reservation Time: 5:00 pm LT Termination Time: 11 pm (Latest)

Type of Party: Potluck / BYOB Rental Amount: 200<sup>00</sup>

Rental Charges are as follows:

Please check one:

☒ Residents only - 50 guests or less: \$250.00

☐ Residents only - More than 50 guests: \$300.00

☐ Schools, charitable events or fund raisers: \$400.00

☐ Non-residents with a residential sponsor: \$680.00

Security Deposit: \$100.00

Total charge including security deposit: \$ 200<sup>00</sup>

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

[Signature]  
Resident/Sponsor

(Above)  
Grand Beach Address

10/23/19  
Date

Debbie Approved -  
11/20/19  
Council Approval Date

Key Deposit Refund Check# \_\_\_\_\_

\_\_\_\_\_ Date

Social Club Approval: YES \_\_\_\_\_ NO \_\_\_\_\_ N/A \_\_\_\_\_

[Signature] Renter's Initials

\_\_\_\_\_ Sponsor's Initials

# VILLAGE OF GRAND BEACH HALL USE CONTRACT

Please complete the following form, sign and initial appropriate pages and return it along with a check in the proper amount for rental and security deposit (one check) made payable to "Village of Grand Beach".

Once the Village Council approves this reservation, it will be entered onto the calendar. **You must have written Social Club approval from Memorial Day to Labor Day prior to Council consideration.** The council meets on the third Wednesday of each month.

If the Hall Use Contract is not filled out completely, the hall rental will not be considered by the council.

Name: Colleen + Brendan Duffner

Organization: \_\_\_\_\_

Local Address: 48305 Anna Livia Way, Grand Beach

Local Phone Number: \_\_\_\_\_

Home or Cell Phone Number: [REDACTED]

Date of Party: 10/31/19

Number of Guests: < 50 (appx. 30)

Reservation Time: 5:30 pm

Termination Time: 9:30 pm

Type of Party: Children's Halloween

Rental Amount: \$350.00

Rental Charges are as follows:

Please check one:

☒ Residents only - 50 guests or less:

\$250.00

☐ Residents only - More than 50 guests:

\$300.00

☐ Schools, charitable events or fund raisers:

\$400.00

☐ Non-residents with a residential sponsor:

\$680.00

Security Deposit:

\$100.00

Total charge including security deposit:

\$ 350.00

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

DUFFNER

Resident/Sponsor

48305 Anna Livia Way

Grand Beach Address

10/31/19

Date

Key Deposit Refund Check# \_\_\_\_\_

Council Approval Date \_\_\_\_\_

Date \_\_\_\_\_

Social Club Approval:

YES \_\_\_\_\_

NO \_\_\_\_\_

N/A \_\_\_\_\_

CD

Renter's Initials

Sponsor's Initials \_\_\_\_\_

# VILLAGE OF GRAND BEACH HALL USE CONTRACT

Please complete the following form, sign and initial appropriate pages and return it along with a check in the proper amount for rental and security deposit (one check) made payable to "Village of Grand Beach".

Once the Village Council approves this reservation, it will be entered onto the calendar. You must have written Social Club approval from Memorial Day to Labor Day prior to Council consideration. The council meets on the third Wednesday of each month.

If the Hall Use Contract is not filled out completely, the hall rental will not be considered by the council.

Name: Colleen Healy

Organization: Grand Beach Social Club

Local Address: 46017 Lakeview Ave

Local Phone Number: [REDACTED] Home or Cell Phone Number: [REDACTED]

Date of Party: Nov 30 2019 Number of Guests: 120 (Approximate)

Reservation Time: 6 PM CST Termination Time: 11 PM CST

Type of Party: BINGO PARTY Rental Amount: \$300<sup>00</sup>

Rental Charges are as follows:

Please check one:

       Residents only - 50 guests or less: \$250.00

X Residents only - More than 50 guests: \$300.00

       Schools, charitable events or fund raisers: \$400.00

       Non-residents with a residential sponsor: \$680.00

Security Deposit: \$100.00

Total charge including security deposit: \$           

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

Colleen Healy  
Resident/Sponsor

46017 Lakeview  
Grand Beach Address

9/20/19  
Date

                                  
Council Approval Date

Key Deposit Refund Check#                                 

                                  
Date

Social Club Approval: YES        NO        N/A       

CH Renter's Initials

                                 Sponsor's Initials

3:09 PM

11/14/19

## Village of Grand Beach-General Fund

## OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
<b>AALF'S PETROLEUM INC.</b>					
Bill	10/09/2019	44504	GAS	000.111 · Gasoline Inventor...	892.96
Bill	10/09/2019	44503	GAS	000.111 · Gasoline Inventor...	445.48
Bill	10/31/2019	45087	GAS	000.111 · Gasoline Inventor...	373.80
Total AALF'S PETROLEUM INC.					1,712.24
<b>ABONMARCHE CONSULTANTS, INC.</b>					
Bill	11/07/2019	1284...	PARKS & REC 5-YEAR MAST...	691.818 · Contractual Servi...	270.00
Total ABONMARCHE CONSULTANTS, INC.					270.00
<b>ANDERSON PRINTING</b>					
Bill	10/11/2019	11481	ENVELOPES	215.900 · Printing and Publi...	78.00
Total ANDERSON PRINTING					78.00
<b>ARAMARK UNIFORM SERVICES</b>					
Bill	11/11/2019	1748...	3319001 MATS	265.956 · Miscellaneous	48.72
Total ARAMARK UNIFORM SERVICES					48.72
<b>BERRIEN COUNTY TREASURER'S ASSOCIATION</b>					
Bill	11/14/2019		2020 DUES	215.956 · Miscellaneous	10.00
Total BERRIEN COUNTY TREASURER'S ASSOCIATION					10.00
<b>BLUE CROSS BLUE SHIELD OF MICHIGAN</b>					
Bill	11/08/2019		007015332 DECEMBER	852.852 · Hospitalization	9,292.48
Total BLUE CROSS BLUE SHIELD OF MICHIGAN					9,292.48
<b>COLLEEN DUFFNER</b>					
Bill	11/14/2019		KEY REFUND	000.677 · Rentals	100.00
Total COLLEEN DUFFNER					100.00
<b>DALE POWELL</b>					
Bill	11/09/2019		TELEPHONE ALLOWANCE	266.850 · Telephone & Inter...	50.00
Total DALE POWELL					50.00
<b>DEBBIE LINDLEY'</b>					
Bill	11/12/2019		COFFEE POT	105.956 · Miscellaneous	58.84
Total DEBBIE LINDLEY'					58.84
<b>FIFTH THIRD BANK MASTERCARD</b>					
Bill	10/29/2019		POLICE COMPUTER & MAIL ...	300.727 · Office Supplies PD	483.64
Total FIFTH THIRD BANK MASTERCARD					483.64
<b>HOOSIER HYDRAULIC AND INDUSTRIAL SUPPLY</b>					
Bill	10/23/2019	2847...		266.778 · Repairs & Maint ...	95.77
Total HOOSIER HYDRAULIC AND INDUSTRIAL SUPPLY					95.77

3:09 PM

11/14/19

## Village of Grand Beach-General Fund

## OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
<b>INDIANA MICHIGAN POWER</b>					
Bill	10/31/2019		10/3-11/1	266.920 · Utilities	188.46
Bill	10/31/2019		10/3-10/31	265.920 · Utilities	373.75
Bill	10/31/2019		10/1-10/31	446.921 · Street Lights	686.18
Total INDIANA MICHIGAN POWER					1,248.39
<b>JANICE RICHARDS</b>					
Bill	10/28/2019		CLEAN HALL 10/28	265.709 · Wages- Casual L...	200.00
Bill	11/01/2019		CLEAN HALL 11/1 & 11/9	265.709 · Wages- Casual L...	400.00
Bill	11/14/2019		CLEAN OFFICE	215.709 · Wages-Casual L...	80.00
Total JANICE RICHARDS					680.00
<b>LAND INFORMATION ACCESS ASSOCIATION</b>					
Bill	10/31/2019		OLD WEBSITE UPDATES	105.818 · Council - Contrac...	48.75
Bill	11/11/2019		NEW WEBSITE-FINAL BILL & ...	105.818 · Council - Contrac...	570.00
Total LAND INFORMATION ACCESS ASSOCIATION					618.75
<b>METLIFE - GROUP BENEFITS</b>					
Bill	11/09/2019		TS05945291 0001 DECEMBER	855.855 · Life & Disability In...	311.49
Total METLIFE - GROUP BENEFITS					311.49
<b>MI MUNICIPAL LEAGUE W/C</b>					
Bill	11/01/2019	7143...	WORK COMP #3	871.871 · Workers Compen...	2,398.00
Total MI MUNICIPAL LEAGUE W/C					2,398.00
<b>NAPA AUTO PARTS</b>					
Bill	10/22/2019	4069...	OIL	266.778 · Repairs & Maint ...	53.20
Bill	11/04/2019	4077...	BATTERY TERMINAL BRUSH	266.778 · Repairs & Maint ...	12.99
Bill	11/12/2019	4082...	OIL, FILTERS	266.778 · Repairs & Maint ...	197.52
Total NAPA AUTO PARTS					263.71
<b>NEW BUFFALO HARDWARE</b>					
Bill	10/03/2019		CRACK SEALER & LETTERS	266.778 · Repairs & Maint ...	36.35
Bill	10/29/2019		KEYS, KEY TAGS	-SPLIT-	21.42
Total NEW BUFFALO HARDWARE					57.77
<b>NEW BUFFALO TIMES</b>					
Bill	10/31/2019	8435	NOTICE ZONING ORD. AMEN...	-SPLIT-	176.00
Total NEW BUFFALO TIMES					176.00
<b>REPUBLIC SERVICES</b>					
Bill	11/01/2019		3-0715-1003848 NOVEMBER	520.818 · Contractual Servi...	4,372.40
Total REPUBLIC SERVICES					4,372.40
<b>RIGGS OUTDOOR POWER-LAPORTE</b>					
Bill	11/11/2019	1113...	PLOW REPAIR	266.778 · Repairs & Maint ...	422.00
Total RIGGS OUTDOOR POWER-LAPORTE					422.00

3:09 PM

11/14/19

## Village of Grand Beach-General Fund

## OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
<b>THE TECH OF SOUTHWEST MICHIGAN</b>					
Bill	11/01/2019	26043	FIREWALL & WIFI DECEMBER	-SPLIT-	132.67
Total THE TECH OF SOUTHWEST MICHIGAN					132.67
<b>THREE OAKS FORD</b>					
Bill	11/05/2019	44085	ALTERNATOR F-450	266.778 · Repairs & Maint ...	641.69
Total THREE OAKS FORD					641.69
<b>TIM PENDERGAST</b>					
Bill	11/09/2019		TELEPHONE ALLOWANCE	266.850 · Telephone & Inter...	50.00
Total TIM PENDERGAST					50.00
<b>TOM'S LOCK SERVICE</b>					
Bill	10/21/2019		LOCK REPAIR - OFFICE & PR...	265.778 · Repair and Maint ...	127.00
Total TOM'S LOCK SERVICE					127.00
<b>TRI-STATE ELECTRICAL SUPPLY, INC.</b>					
Bill	10/25/2019	16263	ELECTRICAL PARTS	266.778 · Repairs & Maint ...	14.84
Total TRI-STATE ELECTRICAL SUPPLY, INC.					14.84
<b>VICTORIA MCHUGH'</b>					
Bill	11/14/2019		KEY REFUND	000.677 · Rentals	100.00
Total VICTORIA MCHUGH'					100.00
<b>TOTAL</b>					<b>23,814.40</b>

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11/14/19

## Village of Grand Beach-Golf Fund

## OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
<b>ANDERSON PRINTING</b>					
Bill	10/11/2019	11481	ENVELOPES	000.900 · Printing & Pu...	78.00
Total ANDERSON PRINTING					78.00
<b>ARAMARK UNIFORM SERVICES</b>					
Bill	11/11/2019	174853...	792008368 Mats	000.956 · Miscellaneous	52.08
Total ARAMARK UNIFORM SERVICES					52.08
<b>DLL FINANCE LLC</b>					
Bill	11/09/2019		Tractor Lease	-SPLIT-	369.27
Total DLL FINANCE LLC					369.27
<b>GOLF ASSOCIATION OF MICHIGAN</b>					
Bill	11/01/2019		MEMBERSHIP DUES 2020	000.810 · Membership ...	100.00
Total GOLF ASSOCIATION OF MICHIGAN					100.00
<b>INDIANA MICHIGAN POWER</b>					
Bill	10/31/2019		10/3-10/31	000.920 · Utilities	50.33
Bill	10/31/2019		10/3-10/31	000.920 · Utilities	87.34
Total INDIANA MICHIGAN POWER					137.67
<b>NEW BUFFALO HARDWARE</b>					
Bill	10/21/2019	A115881	PLASTIC FOR FLOORS	000.778 · Repair & Mai...	64.95
Total NEW BUFFALO HARDWARE					64.95
<b>SERVISCAPE</b>					
Bill	10/30/2019	103019	TREE INSPECTION	-SPLIT-	175.00
Bill	10/31/2019		OCTOBER	-SPLIT-	11,757.10
Total SERVISCAPE					11,932.10
<b>THE TECH OF SOUTHWEST MICHIGAN</b>					
Bill	11/01/2019	26043	FIREWALL DECEMBER	000.818 · Contractual ...	34.33
Total THE TECH OF SOUTHWEST MICHIGAN					34.33
<b>TOTAL</b>					<b>12,768.40</b>

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11/14/19

Village of Grand Beach - Capital Projects Fund

OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
BROWN EQUIPMENT CO., INC.					
Bill	10/30/2019	03114	LEAF UNIT FAN & PARTS	801.732 · Leaf Vacuum ...	207.06
Total BROWN EQUIPMENT CO., INC.					207.06
TOTAL					207.06



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11/14/19

## Village of Grand Beach - Water Fund

## OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
<b>ANDERSON PRINTING</b>					
Bill	10/11/2019	11481	ENVELOPES	900.000 · Printing & ...	171.60
Total ANDERSON PRINTING					171.60
<b>CITY OF NEW BUFFALO</b>					
Bill	10/11/2019	1524	WATER SAMPLING	801.000 · Profession...	75.00
Total CITY OF NEW BUFFALO					75.00
<b>INDIANA MICHIGAN POWER</b>					
Bill	10/31/2019		10/5-11/3	920.000 · Utilities	24.46
Bill	10/31/2019		10/5-11/3	920.000 · Utilities	98.36
Bill	10/31/2019		10/3-10/31	920.000 · Utilities	147.84
Total INDIANA MICHIGAN POWER					270.66
<b>MANUEL EUDAVE</b>					
Bill	10/28/2019	714990	TRENCHING FOR WATER TO...	818.000 · Contractua...	450.00
Total MANUEL EUDAVE					450.00
<b>MICHIANA WATER AUTHORITY</b>					
Bill	10/31/2019		11/1/19 READING	927.000 · Water Pur...	11,315.55
Total MICHIANA WATER AUTHORITY					11,315.55
<b>SEIFERT'S FARM SUPPLY</b>					
Bill	10/18/2019	21092	PIPE RISER	778.000 · Repair & ...	497.10
Bill	10/18/2019	210198	STRAW, COUPLER RAT TRAP	778.000 · Repair & ...	69.00
Total SEIFERT'S FARM SUPPLY					566.10
<b>STATE OF MICHIGAN</b>					
Bill	11/01/2019	143376	COMMUNITY WATER SUPPLI...	801.000 · Profession...	669.69
Total STATE OF MICHIGAN					669.69
<b>TOTAL</b>					<b>13,518.60</b>

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11/14/19

Village of Grand Beach - Building Inspection Fund

OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
WILLIAM H. LAMBERT					
Bill	11/14/2019		INSPECTIONS	000.500 · Building Inspection Fees	2,093.84
Total WILLIAM H. LAMBERT					2,093.84
TOTAL					2,093.84

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11/14/19

# Village of Grand Beach - Local Streets Fund

## OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
<b>MORTON SALT</b>					
Bill	11/12/2019	5401957588	SALT	478.782 · Winter Street Supplies -	2,225.00
Total MORTON SALT					2,225.00
<b>RIETH-RILEY CONSTRUCTION CO., INC.</b>					
Bill	09/12/2019	6603125	COLD PATCH	463.782 · Street Supplies	43.88
Bill	09/18/2019	6603129	COLD PATCH	463.782 · Street Supplies	56.78
Bill	10/24/2019	6603164	COLD PATCH	463.782 · Street Supplies	44.30
Bill	11/01/2019	6603172	COLD PATCH	463.782 · Street Supplies	40.60
Total RIETH-RILEY CONSTRUCTION CO., INC.					185.56
<b>TOTAL</b>					<b>2,410.56</b>

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11/14/19

## Village of Grand Beach - Major Street Fund

## OPEN INVOICE REPORT

As of November 14, 2019

Type	Date	Num	Memo	Split	Open Balance
<b>MORTON SALT</b>					
Bill	11/12/2019	5401957588	SALT	478.782 · Winter Street Supplies	3,337.48
Total MORTON SALT					3,337.48
<b>RIETH-RILEY CONSTRUCTION CO, INC.</b>					
Bill	09/12/2019	6603125	COLD PATCH	463.782 · Street Supplies	65.84
Bill	09/18/2019	6603129	COLD PATCH	463.782 · Street Supplies	85.18
Bill	10/24/2019	6603164	COLD PATCH	463.782 · Street Supplies	66.46
Bill	11/01/2019	6603172	COLD PATCH	463.782 · Street Supplies	60.92
Total RIETH-RILEY CONSTRUCTION CO, INC.					278.40
<b>TOTAL</b>					<b>3,615.88</b>

# **Grand Beach Golf Course** **Year End Golf Shop and Snack Bar Report** **2019**

	<u>MAR/APR</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>
Golf	\$4,245.50	\$14,994.50	\$20,583.00	\$24,709.50	\$20,921.30	\$10,874.20	\$1,984.00
Food	\$406.63	\$1,677.65	\$4,776.30	\$8,420.29	\$5,529.05	\$1,336.39	\$479.32
Accessories	\$117.74	\$621.00	\$1,132.99	\$1,978.98	\$1,729.94	\$727.20	\$92.30
Clothing	\$205.00	\$1,279.00	\$3,740.00	\$4,014.00	\$6,040.60	\$1,831.70	\$659.10
Cart Rental	\$497.00	\$1,852.00	\$3,942.00	\$6,076.00	\$6,477.00	\$4,083.00	\$564.00
Trail Fees							
Total	\$5,471.87	\$20,424.15	\$34,174.29	\$45,198.77	\$40,697.89	\$18,852.49	\$3,778.72

Golf	\$98,312.00
Food	\$22,625.63
Accessories	\$6,400.15
Clothing	\$17,769.40
Cart Rental	<u>\$23,491.00</u>
Total	\$168,598.18
	Record Year

Annual Year-by-Year Comparisons

**Rounds of Golf**

	2019	2018	2017	2016	2015	2014	2013	2012
April	190	101	205	164	139	167	163	229
May	626	525	623	788	782	700	674	865
June	1495	1279	1360	1336	1276	1246	1350	1462
July	2658	2659	2649	2743	2613	2547	2733	2289
August	1845	1799	1844	2023	2140	2291	2217	2030
September	937	1122	1210	1107	1067	939	962	1009
October	196	156	322	398	339	276	287	195
<b>Totals</b>	<b>7947</b>	<b>7641</b>	<b>8213</b>	<b>8559</b>	<b>8356</b>	<b>8166</b>	<b>8386</b>	<b>8079</b>

**Gross Annual Sales**

	2019	2018	2017	2016	2015	2014	2013	2012
April	\$5,471.87	\$3,543.74	\$7,422.89	\$5,788.45	\$6,691.05	\$7,158.80	\$7,410.20	\$6,421.40
May	\$20,424.15	\$17,315.54	\$18,183.84	\$23,332.50	\$18,937.30	\$18,216.70	\$15,384.15	\$18,755.75
June	\$34,174.29	\$31,093.51	\$30,474.32	\$26,064.04	\$24,484.18	\$23,871.05	\$26,948.45	\$26,751.90
July	\$45,198.77	\$48,321.66	\$48,908.68	\$49,295.63	\$43,976.13	\$44,406.15	\$42,786.25	\$35,941.40
August	\$40,697.89	\$35,100.40	\$34,387.37	\$35,691.11	\$36,735.34	\$38,926.55	\$31,898.45	\$29,946.20
September	\$18,852.49	\$21,228.75	\$22,917.25	\$18,598.69	\$16,843.93	\$13,488.20	\$13,724.20	\$13,834.30
October	\$3,778.72	\$2,997.70	\$5,033.05	\$5,949.40	\$5,009.75	\$3,978.00	\$3,457.30	\$2,433.15
<b>Totals</b>	<b>\$168,598.18</b>	<b>\$159,601.30</b>	<b>\$167,327.40</b>	<b>\$164,719.82</b>	<b>\$152,677.68</b>	<b>\$150,045.45</b>	<b>\$141,609.00</b>	<b>\$134,084.10</b>

# Grand Beach Golf Course

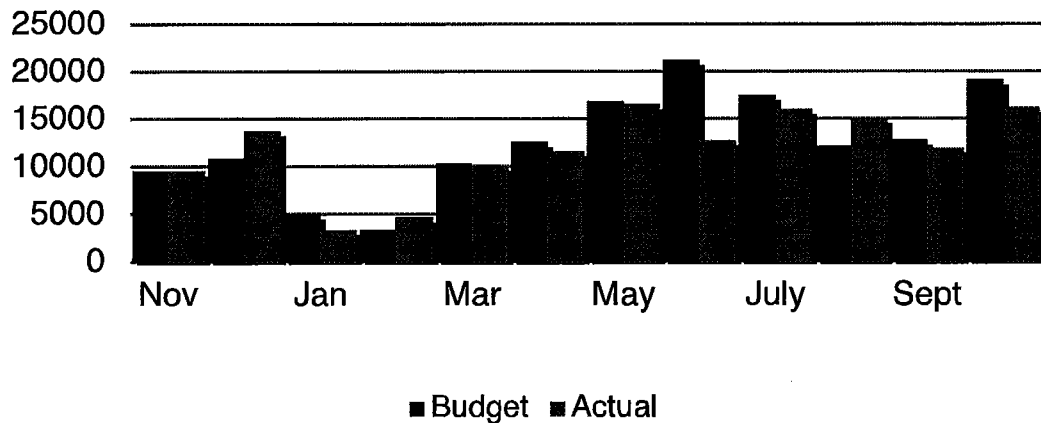
## Rounds of Golf Report

**OCT**

Type	2019	2018	
Non-Resident Weekday	0	0	
Non-Resident Weekend	7	0	
Resident Weekday	63	134	
Resident Weekend	60	0	
Pass	66	22	
Total	196	156	

### **Financial Data**

	2019	2018	2017
Golf	\$ 1,984.00	\$ 1,398.00	\$ 2,854.00
Food	\$ 479.32	\$ 559.82	\$ 932.00
Accessories	\$ 92.30	\$ 69.20	\$ 348.55
Clothing	\$ 659.10	\$ 195.20	\$ 277.50
Cart Rental	\$ 564.00	\$ 704.00	\$ 621.00
Gam/Hdcp			
Subtotal	\$ 3,778.72	\$ 2,926.22	\$ 5,033.05
Cart Reg			
Total	\$ 3,778.72	\$ 2,926.22	\$ 5,033.05



November 20, 2019

Dear Grand Beach Council,

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

#### Financial

Year to date we finished \$9,733.60 under budget.

#### Course News & Conditions

- Leaf clean-up is ongoing.
- Tee and green supplies (pins, flags, tee markers, bunker rakes, etc) have been removed from the golf course for the winter.
- All equipment has been serviced.
- The irrigation system is scheduled for final winterization the week of November 18, 2019. The system was gravity drained prior to final winterization.
- All lower limbs of evergreen trees have been pruned-up to approximately 4 feet off the ground.
- The scheduled trees for removal and pruning on holes number 2 & 9 are complete. The stumps will be ground in December.

Respectfully Submitted,

*Clay Putnam*  
*ServiScape, LLC*



## **SUPERINTENDENT'S REPORT**

**November 15, 2019**

### **HALL - GROUNDS - MAINTENANCE GARAGE**

Cleaned Maintenance garage.

### **STREETS - PARKS - BEACHES**

Weekly Brush and Bag Pickup.

Cleaned out storm drains.

Purchased salt and sand for the winter season.

Maintenance department collecting leaves in the Village.

Deutscher Construction finished pouring Pedestrian walkway. Yea!

Removed Tennis and Volleyball nets.

Park drainage project complete. No more flooding!

### **WATER DEPARTMENT**

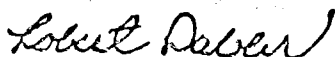
Sampled water October 26, 2019 and took to New Buffalo water treatment plant for analysis.

Submitted monthly reports for October readings to State of Michigan on November 5, 2019.

### **EQUIPMENT**

Service, Oil and grease equipment.

Respectfully Submitted



Robert Dabbs  
Superintendent

# Grand Beach PD Offense Summary

## Occurred 10/1/2019 - 10/31/2019

Offense	Total Offenses
3605 - 36004 - Indecent Exposure	1
5560 - 55000 - Dog Law Violations	1
94002 - 9400 - Residential Alarm - False	4
99008 - 9950 - Miscellaneous - Assist Other Police Agency	2
9940 - 98003 - Inspections/Investigations - Property	2
9953 - 99008 - Miscellaneous - General Assistance	2
9954 - 99008 - Miscellaneous - Assist to Fire Department	1
9954 - 99009 - Miscellaneous - Non-Criminal	2
9955 - 99008 - Miscellaneous - Assist to EMS	2
<b>Total</b>	<b>17</b>

4 Citations were written for October.

Street lights have been fixed and hopefully no more issues.

# Michiana PD Offense Summary

## Occurred 10/1/2019 - 10/31/2019

Offense	Total Offenses
9943 - 98007 - Inspections/Investigations - Suspicious Situations	4
9953 - 99008 - Miscellaneous - General Assistance	6
9954 - 99008 - Miscellaneous - Assist to Fire Department	1
9954 - 99009 - Miscellaneous - Non-Criminal	1
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	2
9957 - 99008 - Miscellaneous - Residential Alarm - False	5
<b>Total</b>	<b>19</b>

VILLAGE OF GRAND BEACH  
MONTHLY BUILDING INSPECTION REPORT  
PREPARED BY BILL LAMBERT  
NOVEMBER 20, 2019

PERMIT#	NAME/ADDRESS	WORK TO BE DONE	COST
2016-24	STITELER 47110 Oak St Selling as is	NEW HOME	\$400,000
2018-20	HUNTER 48305 Rohde Ct Framing	NEW HOME	\$111,748
2018-27	GLEASON 18655 McKean Framed	REBUILD	\$400,000
2019-06	SULLIVAN 51317 E Arnold Framed	NEW HOME	\$550,000
2019-20	NEWELL 50215 Golfview Finishing	PORCH	\$30,000
2019-22	BYRNES 46104 Whitewood Finishing	NEW HOME	\$150,000
2019-23	KOSTINER 50236 Marjeanette Not approved yet	POOL	
2019-24	JONES 45303 Putters Ln Framed	GARAGE	\$20,000
2019-25	CALLAGHAN 52301 Robin Ln Framing	NEW HOME	\$900,000
2019-26	BLANK 45319 Fairway Dr Finished	POOL FENCE	\$5,171
2019-27	ROONEY 49202 Golfview Finished	REPAIR DECK	\$20,000
2019-28	LINGLE 47109 Cedar Ave Started	REHAB	\$100,000

2019-29	ADAMS 52103 Main Dr Finished	FENCE	\$3,702
2019-30	ZALANSKAS 46201 Royal Ave Finished	DEMO	\$100
2019-31	ZALANSKAS 46201 Royal Ave Framing	REHAB	\$300,000
2019-32	SHAPIRO 52102 Lake Park Finishing	NEW ROOF	\$25,468
2019-33	O'TOOLE 48314 Reitz Pl Not approved yet	NEW GARAGE	
2019-34	BENZ 50226 Marjeanette Started	POOL FENCE	\$11,042

**AGREEMENT FOR EXTRATERRITORIAL POLICE SHARED SERVICES**  
**Between the Villages of Michiana and Grand Beach**

This Agreement for Extraterritorial Police Shared Services ("Agreement") is made this \_\_\_\_ day of November, 2019, by and between the VILLAGE OF MICHIANA (the "Village"), a Michigan municipal corporation whose address is 4000 Cherokee Drive, New Buffalo, Michigan 49117, and the VILLAGE OF GRAND BEACH ("Grand Beach"), a Michigan municipal corporation whose address is 48200 Perkins Blvd., New Buffalo, Michigan 49117.

**Recitals**

A. The Village is a home rule Village organized and existing under Chapter 16 of the Revised Statutes of 1846, MCL 41.1 *et seq.*, and Grand Beach is a home rule Village organized and existing under the Home Rule Village Act, Act 79 of 1909, MCL 117.1 *et seq.*

B. The Village and Grand Beach are local governmental units under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.* (the "Urban Cooperation Act").

C. The Act provides that local governmental units may enter into inter-local agreements providing for the joint exercise of any power, privilege, or authority that the local governmental units share in common and that each might exercise separately.

D. The Village operates a Village Police Department ("Police Department"), comprised of one police station, all equipment and apparatus necessary for police operations, and is staffed by a Police Chief, a Lieutenant, and one other full time Patrolman. Grand Beach is comprised of one police station, owns two police patrol vehicles and engages two full time Police Officers. Both departments agree to maintain full time staffing at these levels under this agreement.

E. The Village and Grand Beach wish to enter into an inter-local agreement to govern the provision of Police Shared Services by the Village within the territorial limits of Grand Beach and the Village.

**Agreement**

In exchange for the consideration identified in this Agreement, the parties agree as follows:

1. Police Shared Services. Grand Beach agrees to purchase from the Village and the Village agrees to provide to Grand Beach the following Police Shared Services ("Police Shared Services"):

- a) General Patrol
- b) Speed Enforcement
- c) Criminal Enforcement

- d) Code Enforcement
- e) Services of Chief Layman to act as Chief of Police for the Village of Grand Beach in all official and management capacities.

2. Shared services Area. The Village shall provide Police Shared Services of and compensation to the Village for Police Shared Services as indicated in this Agreement to Grand Beach within the jurisdictional limits of Grand Beach existing on the date of this Agreement. Should additional territory be annexed from the Village to Grand Beach, or detached from Grand Beach to the Village, monthly payment for Police Shared Services pursuant to paragraph 5 herein shall be increased or decreased proportionally by area added or subtracted immediately upon the annexation or detachment. Grand Beach shall immediately notify the Village upon the filing of any such petition for annexation and/or detachment.

3. Allocation of Resources.

a. Personnel. The parties understand the Police Department officer in charge of the particular scene shall exercise his or her reasonable judgment to determine, in consideration of established policies, guidelines, procedures, and practices, how to best allocate the available resources of the Police Department under the circumstances in any given situation. Failure to provide Police Shared Services because of conditions beyond the control of the Village shall not be deemed a breach of this contract.

b. No Additional Equipment Needed. Nothing in this Agreement shall be construed as requiring either party to acquire any specialized equipment to provide Police Shared Services, and Grand Beach acknowledges and agrees that the Village has the necessary equipment and personnel required to provide Police Shared Services to Grand Beach under this Agreement.

c. Police Vehicle Use and Rotation. Both the Village and Grand Beach agree to individually maintain a minimum of one (1) police vehicle in good working condition at all times. A third police vehicle will be kept in service as a back-up vehicle to be used as needed, and the intent of the parties is that the third vehicle will be removed from service when one of the primary police vehicles is replaced, with that replaced vehicle becoming the third vehicle. Ownership of the third vehicle at the time this Agreement is signed is vested in Grand Beach. The expenses of maintaining the third vehicle will be shared by both parties after November 21, 2019. After one of the municipality's vehicles is chosen to be replaced as the next active-duty vehicle when the third car is retired, the other municipality will be responsible to budget for and provide the next replacement car, and thus the parties will rotate, buying every other primary vehicle. This rotation of replacing the third car as backup will continue as long as this agreement is in place. If the agreement is terminated for any reason, the municipality that owns the current third vehicle shall become solely financially responsible for the maintenance and all upkeep for the vehicle.

4. Police Advisory Board. In order to provide for Leadership and guidance to the Chief of Police, both the Village and Grand Beach will create a Police Advisory Board. That board for both the Village and Grand Beach will include one elected Council member and one Council Appointed member. Those 4 individuals acting as the Police Advisory Board will act as one to provide leadership and employee guidance to the acting Chief of Police. When a conflict that cannot be resolved by the Police Advisory Board and the Chief of Police, a mediator specializing in employment relations from Citizens Mediation in St. Joseph, Michigan, shall act as the final arbitrator to resolve the conflict and provide objective guidance to the Chief of Police. Formal yearly reviews are to take place in May of each year.

5. No Guarantee. The Village will provide Police Shared Services within the jurisdictional limits of Grand Beach in the same manner and under the same priority as it provides Police Shared Services within the jurisdictional limits of the Village. Notwithstanding, the parties understand and agree that the Village makes no guarantee that the Police Shared Services it actually provides in a given situation will meet any particular criteria or standard.

6. Payment. Grand Beach agrees to pay the Village a flat monthly rate, due upon the first day of every month, in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), in exchange for Police Shared Services provided under this Agreement by the Village.

7. Ownership. The Village shall retain ownership of any and all assets and equipment of the Police Department, and this Agreement does not vest any interest in any of the Police Department's assets or equipment in Grand Beach. Grand Beach shall retain ownership of any and all assets and equipment of Grand Beach, and this Agreement does not vest any interest in any of Grand Beach assets and equipment in the Village.

8. Employees. It is understood and agreed that neither party shall have any responsibility whatsoever toward the employees of the other party, including any employment related issues. Village employees shall not be deemed to be employees of Grand Beach, and Grand Beach employees shall not be deemed employees of the Village. No employees, contractors, and/or Police Officers of Grand Beach are transferred to the Village by way of this Agreement and vice versa. Nothing in this Agreement shall be construed to create a contract for employment under any circumstance. Should Grand Beach reduce the number of Police employees, the Village reserves the right to renegotiate the terms of this Agreement, or to terminate this Agreement.

9. Insurance. The Village shall maintain general liability insurance for its services, and Grand Beach shall maintain general liability insurance for the term of this Agreement and any extensions thereof. Both parties shall also maintain current automobile and property insurance coverage. Either Village may show proof of such insurance.

10. Hold Harmless. To the fullest extent permitted by law, each party hereto agrees to defend and hold harmless the other party against any claims brought or actions filed against such party for injury to, death of, or damage to the property of any third person or persons arising from the other party's performance under this contract for services.

11. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Act 170 of 1964, the Urban Cooperation Act or otherwise.

12. Service Agreement. This is an agreement for services. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint authority, joint venture, or joint enterprise between the parties outside of their authority to contract for services pursuant to the Urban Cooperation Act.

13. Term. This Agreement shall commence on the effective date given above and shall expire five (5) years from that date unless earlier terminated as provided herein. This Agreement may be terminated by either party providing a one (1) year written notice to the other party at the end of the fourth (4<sup>th</sup>) year of the original five (5) year agreement. If no termination is given, the agreement shall remain and continue in full force and effect until either party provides a one (1) year notice to terminate. If either party breaches this Agreement by failing to meet its obligations as defined herein, including failure or inability to pay the monthly payment set forth in Section 5, the non-breaching party shall send the other party a 10 Day Notice to Cure. If the breach or nonpayment is not cured within 10 days, the parties may take any further action deemed necessary under Section 15 herein.

14. Notice. Notice shall be provided in writing, by personal service and/or certified mail, return receipt requested. Notice shall be provided as follows:

If to Village:

Village President  
Village of Michiana  
4000 Cherokee Drive  
New Buffalo, MI 49117

If to Grand Beach:

Village President  
Village of Grand Beach  
48200 Perkins Blvd.  
New Buffalo, MI 49177

15. Default. Upon default, including nonpayment of any payments due under this Agreement, the non-defaulting party may pursue any and all remedies provided by law or equity subject to Section 13. The prevailing party in any action to enforce this



Agreement or to obtain legal or equitable relief for a default under this Agreement shall be entitled to recover its attorney fees and costs from the other party.

16. Governing Law. This Agreement shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

17. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written consent of both parties.

18. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

19. Severability. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

20. Amendments. This Agreement may be amended or supplemented only by a written instrument signed by the parties.

21. Entire Agreement. This Agreement, as it may be amended or supplemented from time to time, constitutes the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written.

22. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

23. Successors. This Agreement shall bind the Village and Grand Beach, as well as their respective officers, agents, and successors in interest.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above by authority of the respective Village and Grand Beach Council.

**VILLAGE OF MICHIANA**

By: \_\_\_\_\_  
Timothy Iverson, Village President

By: \_\_\_\_\_  
Anne Heywood, Clerk

**VILLAGE OF GRAND BEACH**

By: \_\_\_\_\_  
Deborah Lindley, Village President

By: \_\_\_\_\_  
Mary Robertson, Clerk

## **Grand Beach Planning Commission Zoning Ordinance Amendments Recommendations (2019)**

The Planning Commission (PC) has been developing and reviewing possible Village Zoning Ordinance (ZO) amendments for some time. Pursuant to the ZO Amendment provisions, after appropriate notice, the PC held a public hearing and meeting on November 7, 2019 and recommends the Village Council adopt the following attached amendments.

Several proposed amendments were not recommended by the PC – they have also been attached. These amendments were directed at the High Density District and proposed allowing certain utility units (window air conditioners, A/C condensers, generators, etc.) to be placed in the limited setbacks in those areas. The PC felt there had not been sufficient need demonstrated to allow noise emitting utility units in the very narrow setbacks between neighbors' properties in that district.

---

Raymond J. Kelly  
Planning Commission  
November 8, 2019

Please note that the Zoning Ordinance, Article XVII "Amending the Zoning Ordinance," Section 17.05 requires that not only the Planning Commission but also the Village Council must make the required findings when adopting amendments and make them part of the record. Therefore it is suggested that the VC either adopt the findings made pursuant to section 17.05 by the PC or make its own findings that the amendments adopted benefit "the general health, safety, welfare, comfort and convenience of the citizens of the Village," and include such actions in the VC meeting minutes.

# 2019 GRAND BEACH ZONING ORDINANCE AMENDMENTS RECOMMENDED BY PLANNING COMMISSION

## Definition Changes

### Fence – (Definition) (Remove “permanent”)

Fence – A ~~permanent~~ partition, structure or gate erected as a dividing marker, barrier or enclosure, and not a part of a principal building or structure or other accessory structure.

### Lot Coverage (Definition) (Changes to include that decks less than 12” above ground are excluded)

Lot Coverage – That percentage of the lot or parcel covered by all buildings and structures located in the lot or parcel. When determining the percent of lot coverage on any lots or parcels in all Zoning Districts, all buildings and structures (**any impervious material**) whether above or below ground level or on the ground surface shall be included in the computations so as to provide greater assurance for surface water percolation or necessary on-site impoundment in instances of excessive rainfall, flooding or other water accumulation circumstances. Brick pavers shall be calculated based on manufacturer specifications for installation and rate of absorption. **Permeable decks less than 12” above ground as determined by the Zoning Administrator shall be excluded.**

## Section 4.03, 5.03, 6.03 – Permitted Accessory Uses

### (Remove from Item C. “Pools, Including, Hot Tubs, Jacuzzis, Whirlpools, Other Pools and Ponds”)

C. ~~Pools, Including~~ Swimming Pools, ~~Hot Tubs, Jacuzzis, Whirlpools, Other Pools, and Ponds~~

**(ADD NEW SECTION-Will Be Section D) Outdoor Hot Tubs, Spas, Jacuzzis and Whirlpools**

1. No hot tub, spa, Jacuzzi or whirlpool regulated by this section shall be constructed, installed, enlarged or altered until a permit has been obtained from the Building Inspector.
2. The hot tub, spa, Jacuzzi or whirlpool shall satisfy the rear yard setback standard of the district in which it is located.
3. No hot tub, spa, Jacuzzi or whirlpool shall be located less than fifty (50) feet from any front lot line.
4. If electrical service drop conductors or other utility wires cross under or over a proposed hot tub, spa, Jacuzzi or whirlpool area, the applicant shall make satisfactory arrangements with the utility involved for the relocation of wires before a permit shall be issued only if the hot tub, spa, Jacuzzi or whirlpool is located at least ten (10) feet from the nearest power line or any accessory to it.
5. No hot tub, spa, Jacuzzi or whirlpool shall be located in an easement.
6. For the protection of the public, all hot tubs, spas, Jacuzzis and whirlpools shall be equipped with a locking hard cover that shall be locked at all times when the hot tub, spa, Jacuzzi or whirlpool is unoccupied.
7. All other setback and other requirements of the district shall be satisfied.

**Section 4.03, 5.03, 6.03 – Permitted Accessory Uses**

- E. (Will change to Section F) Outdoor, detached utility units (such as air conditioning condensers, **pool equipment** or generators) shall be considered accessory to the principal use located on the site and are permitted to be located adjacent to the principal structure to which it is associated. The **installation or relocation of such** utility units **require a valid building permit**

**issued by the Zoning Administrator and** must satisfy all minimum setback requirements and shall be installed in compliance with the requirements of the Michigan Building Code. **All utility units should be contained where possible in an aesthetically pleasing enclosure in order to muffle the sound emitted from the utility unit.**

**Section 4.06, 5.06, 6.06 – Dimensional Requirements (Changes to include that decks less than 12” above ground are excluded.)**

- L. Lot Coverage Inclusions: When determining the percent of lot coverage on any lots or parcels, all buildings and structures (any impervious material), whether above or below ground level or on the ground surface, shall be included in the computations so as to provide greater assurance for surface water percolation or necessary on-site impoundment in instances of excessive rainfall, flooding or other water accumulation circumstances. **Brick pavers shall be calculated based on manufacturer specifications for installation and rate of absorption. Permeable decks less than 12” above ground as determined by the Zoning Administrator shall be excluded.**

**Section 4.07, 5.07, 6.07 – Fences**

- A. The erection, construction, or alteration of any fence or other type of protective barrier shall be approved through permit by the Zoning Administrator as to their conforming to the requirements of the zoning districts wherein they are required.
- B. Any existing fence not in conformance with this Ordinance shall not be altered or modified, without approval of the Zoning Administrator and only in such manner as to reduce the non-conformity. Fences shall conform to the following requirements:
  - 1. No fence shall hereafter be erected along the line dividing lots or parcels of land or located within any required side or rear yard in excess of three (3) feet in height above the grade of the surrounding land, except fences enclosing a permitted pool area shall be of a height of six feet. **If placed on a man-made elevated surface, that elevation above the natural grade will be considered in the total**

**fence height measurement. When natural grade is questioned, the Village Council reserves all rights to establish the final fence height.**

2. Barbed wire, spikes, nails or any other sharp point or instrument of any kind on top or on the sides of any fence, electric current or charge in said fences is prohibited. Barbed wire cradles may be placed on top of fences enclosing public utility buildings and structures and elsewhere or whenever deemed by the Village Council to be necessary in the interests of public safety, and with the approval of the Village Council the height of fences enclosing utility buildings and structures may be a maximum of eight (8) feet in height.
3. **All fences shall be constructed and maintained in a sound manner to assure long-term structural integrity and visual character.**
4. **Fences are to be constructed of wood, metal, vinyl, composite material or aluminum. Examples of a fence would include, but not be limited to the following: a chain link of aluminum or metal posts, traditional board and batten fence, a traditional fence with lattice top, a full lattice or trellis fence with posts or a similar structure, a scalloped or arched picket fence, a solid wood, milled stockade fence, a French or Gothic picket fence, or arched or scalloped picket fence.**
5. Fences on all lots in all Residential Districts which extend toward the front of the lot, past the front line of the main building shall not exceed three (3) feet in height in all street and waterfront yards.
6. No fence or structure shall be erected, established or maintained on any corner lot which will obstruct the view of a vehicle approaching the intersection, and shall meet the requirements of Section 4.07(B.1). Use same for Section 5.07(B.1) or 6.07(B.1).
7. No fence, wall, hedge, screen, sign, structure, vegetation, planting or other obstruction shall be higher than three (3) feet above street grade on any corner lot or parcel in the zoning district requiring front and side yards within the triangular area formed by the intersecting

street right-of-way lines and a straight line joining the two street lines at points which are twenty (20) feet distant from the point of intersection, measured along the street right-of-way lines.

8. Fences shall not be erected within any street right-of-way, easement, public property or neighboring property.

9. The finished side of the fence shall face the abutting property.

### **Pods, Dumpsters and Trailers**

[New HDR, MDR and LDR separate Sections 4.14, 5.14, 6.14]

### **Sections 4.14, 5.14, 6.14 Temporary Structures**

#### **A. Temporary Construction Buildings, Construction Trailers, Portable Restrooms and Storage Pods Incidental to Construction Work**

Temporary construction buildings, construction trailers, portable restrooms and storage pods incidental to construction work may be placed on a lot subject to the following conditions:

1. They may only be used for the temporary storage of materials, tools, supplies and equipment for construction management, temporary storage of building contents such as furniture during remodeling, and for temporary on-site sanitation facilities related to construction activity on the same property.
2. No more than one temporary construction building, construction trailer or storage pod is allowed on the property unless remodeling requires the use of a storage pod for temporary contents storage in addition to a temporary construction building or trailer. In addition, one portable restroom shall be allowed on the property.



3. They may not be used as a dwelling unit.
4. Construction buildings, construction trailers and storage pods may be no larger than 10' x 20' in size.
5. They must be aesthetically pleasing. If there is a question of whether the unit is aesthetically pleasing, the decision to allow or deny the temporary use of the unit will be made by the Village Council.
6. They must be located on private property and no part of any unit shall be located within the setback, or on a street right-of-way, street, or neighboring public or private property.
7. They may be placed on the property only in conjunction with active ongoing construction or remodeling work. They shall be removed within fifteen (15) days after completion or abandonment of construction or remodeling work on the property.

#### **B. Dumpsters**

One temporary dumpster for the collection of construction debris shall be allowed on a construction site subject to the following conditions:

1. One dumpster may be used for the collection of debris generated by a construction site. Once filled, it shall be removed within fourteen (14) days.
2. If it is not being used for collection of debris, it should be removed immediately.
3. It shall be removed from the property within fifteen (15) days after completion or abandonment of construction work on the property.

#### **Section 11.04 Signs in the Residential District**

- D. One (1) subdivision sign per entrance for each residential subdivision provided no sign shall exceed sixteen (16) square feet in area. **The**

**subdivision sign may include the name of the subdivision and a plat of lots, but nothing additional.**

- E. In addition, one (1) sign not over sixteen (16) square feet in area announcing the opening or sale of lots in a legally approved subdivision may be temporarily erected on each plat or development, provided the location **and information included on proposed** sign is approved by the Building Inspector **in advance of installation and is allowed** for a duration not to exceed one (1) year.

**Said sign may include the following information only:**

1. **Subdivision name and/or company name**
2. **Plat map or lot numbers offered for sale**
3. **Real estate company name and agent name**
4. **Telephone number**
5. **Website address**

**In addition, each lot offered for sale within the subdivision shall be allowed one lot number sign to be posted on the lot, but not on the street right-of-way or property owned by others. The lot number sign shall not exceed one (1) square foot in size.**

**THE FOLLOWING PROPOSED ZONING ORDINANCE AMENDMENTS WERE NOT  
RECOMMENDED BY THE PLANNING COMMISSION**

**Setback (Definition) (Remove “window mounted air conditioners”)**

Setback – The minimum distance between a front, side, or rear lot line and the nearest point of the closest building projected to the ground if it is not already on the ground. This shall include any attached projections such as bay windows, cantilevers, roof eaves, ~~window mounted air conditioners~~, and decks. Each zoning district provides minimum setback requirements for each yard (see Yard).

**Section 6.03 – Permitted Accessory Uses**

E. (Will change to Section F) Outdoor, detached utility units (such as air conditioning condensers, pool equipment or generators) shall be considered accessory to the principal use located on the site and are permitted to be located adjacent to the principal structure to which it is associated. The installation or relocation of such utility units require a valid building permit issued by the Zoning Administrator and shall be installed in compliance with the requirements of the Michigan Building Code. All utility units should be contained where possible *in an aesthetically pleasing enclosure in order to muffle the sound emitted from the utility unit.* **No utility unit shall be located more than two (2) feet into the side yard or back yard.** (This last bolded and underlined sentence was not recommended to be included in section 6.03.)

Minutes  
Grand Beach Planning Commission  
Regular Meeting  
November 7, 2019

Chairperson Raymond Kelly called the meeting to order at 5:55 pm CST/ 6:55 pm EST. Planning Commission (PC) members Laurie Roche, Patrick O'Leary, Frank Giglio, and James Bracewell and Zoning Administrator Bill Lambert were present.

**Housekeeping:**

O'Leary moved seconded by Kelly and the Agenda was adopted 5-0.  
Roche moved seconded by Giglio and the September 10, 2019 PC regular meeting minutes were approved 5-0.

**New Business:**

**Proposed ZO amendments**

The Commissioners discussed, further revised and approved proposed amendments, considering the comments from the public hearing and made the findings required under section 17.05 of the ZO to recommend certain amendments to the Village Council (VC):

- Lot coverage definition and sections 4.06L, 5.05L and 6.06L were revised and recommended.
- Removal of window mounted air conditioners from the Setback definition was not recommended.
- New sections 4.03D, 5.03D and 6.03D for hot tubs, Jacuzzis, etc. were revised to eliminate proposed subparagraph 2, and add a final subparagraph to state that all other applicable setbacks and requirements for the zoning district remain required.
- Sections 4.03 new F and 5.03 new F were revised to include "All utility units should be contained where possible in an aesthetically pleasing enclosure in order to muffle the sound emitted from the utility unit". Proposed section 6.03 new F was revised to eliminate the last sentence providing utility units could be located in side and back yard setbacks.
- The remaining proposed amendments were recommended for adoption by the Village Council.

Following discussion of the factors and findings required by Section 17.05 of the ZO to recommend the amendments as revised, the Commission made the following findings:

- The amendments are justified by a change in conditions since the original ordinance was adopted;

- The precedent, and the possible effects of such precedent which might likely result from approval will be positive;
- There will be no difficulty in the ability of the Village or other government agencies to provide any services, facilities, and/or programs that might be required as a result of the amendments;
- The amendments are consistent with the adopted developmental policies of the Village and other government units;
- The amendments will further the goals and objectives of the Village Master Plan;
- These amendments will benefit the general health, safety, welfare, comfort and convenience of the citizens of the Village.

Motion to adopt the findings pursuant to Section 17.05 was made by Kelly seconded by O'Leary and passed 5-0.

Motion to recommend to the Village Council the revised amendments for adoption was made by Giglio seconded by Roche and passed 5-0.

Kelly will forward the PC's recommended ZO amendments, including those not recommended, to the Village Council.

Kelly and the Commissioners publicly thanked Village Clerk/Treasurer Mary Robertson and Zoning Administrator Bill Lambert for their time and effort in proposing, researching and participating in the process that resulted in these ZO amendments.

### **PC Annual Report to VC**

The Commissioners reviewed and adopted the draft PC 2019 Annual Report to the VC. Unless there are more PC meetings and actions before year end, it will be sent to the VC in December.

### **Adjournment:**

There being no further business, O'Leary moved to adjourn seconded by Roche and the meeting was concluded at 6:10 pm CST/7:10 pm EST.

Respectfully Submitted,

Patrick O'Leary  
Planning Commission Secretary

**VILLAGE OF GRAND BEACH  
COUNTY OF BERRIEN  
STATE OF MICHIGAN**

**ORDINANCE 2019-98  
Effective December 16, 2019**

An Ordinance to amend the provisions of Ordinance No. 2010-80, the Zoning Ordinance of the Village of Grand Beach.

**THE VILLAGE OF GRAND BEACH ORDAINS:**

**Section 1.** Section 2.02 of the Zoning Ordinance of the Village of Grand Beach, Definitions, “Fence” is hereby amended to read as follows:

Fence – A partition, structure or gate erected as a dividing marker, barrier or enclosure, and not a part of a principal building or structure or other accessory structure.

**Section 2.** Section 2.02, Definitions, “Lot Coverage” of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

Lot Coverage – That percentage of the lot or parcel covered by all buildings and structures located in the lot or parcel. When determining the percent of lot coverage on any lots or parcels in all Zoning Districts, all buildings and structures, whether above or below ground level or on the ground surface, shall be included in the computations so as to provide greater assurance for surface water percolation or necessary on-site impoundment in instances of excessive rainfall, flooding or other water accumulation circumstances. Brick pavers shall be calculated based on manufacturer specifications for installation and rate of absorption. Permeable decks less than 12” above ground as determined by the Zoning Administrator shall be excluded.

**Section 3.** Section 4.03, Permitted Accessory Uses, the title of Section C of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

C. Swimming Pools

(Section 4.03C, subsections 1-7 will remain unchanged.)

**Section 4.** Section 5.03, Permitted Accessory Uses, the title of Section C of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

C. Swimming Pools

(Section 5.03C, subsections 1-7 will remain unchanged.)

**Section 5.** Section 6.03, Permitted Accessory Uses, the title of Section C of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

### C. Swimming Pools

(Section 6.03C, subsections 1-7 will remain unchanged.)

**Section 6.** Section 4.03, Permitted Accessory Uses, Section D shall be added to the Zoning Ordinance of the Village of Grand Beach to read as follows:

#### D. Outdoor Hot Tubs, Spas, Jacuzzis and Whirlpools

1. No hot tub, spa, Jacuzzi or whirlpool regulated by this section shall be constructed, installed, enlarged or altered until a permit has been obtained from the Building Inspector.
2. The hot tub, spa, Jacuzzi or whirlpool shall satisfy the rear yard setback standard of the district in which it is located.
3. No hot tub, spa, Jacuzzi or whirlpool shall be located less than fifty (50) feet from any front lot line.
4. If electrical service drop conductors or other utility wires cross under or over a proposed hot tub, spa, Jacuzzi or whirlpool area, the applicant shall make satisfactory arrangements with the utility involved for the relocation of wires before a permit shall be issued only if the hot tub, spa, Jacuzzi or whirlpool is located at least ten (10) feet from the nearest power line or any accessory to it.
5. No hot tub, spa, Jacuzzi or whirlpool shall be located in an easement.
6. For the protection of the public, all hot tubs, spas, Jacuzzis and whirlpools shall be equipped with a locking hard cover that shall be locked at all times when the hot tub, spa, Jacuzzi or whirlpool is unoccupied.
7. All other setback and other requirements of the district shall be satisfied.

**Section 7.** Section 5.03, Permitted Accessory Uses, Section D shall be added to the Zoning Ordinance of the Village of Grand Beach to read as follows:

#### D. Outdoor Hot Tubs, Spas, Jacuzzis and Whirlpools

1. No hot tub, spa, Jacuzzi or whirlpool regulated by this section shall be constructed, installed, enlarged or altered until a permit has been obtained from the Building Inspector.
2. The hot tub, spa, Jacuzzi or whirlpool shall satisfy the rear yard setback standard of the district in which it is located.
3. No hot tub, spa, Jacuzzi or whirlpool shall be located less than fifty (50) feet from any front lot line.
4. If electrical service drop conductors or other utility wires cross under or over a proposed hot tub, spa, Jacuzzi or whirlpool area, the applicant shall make satisfactory arrangements with the utility involved for the relocation of wires before a permit shall be issued only if the hot tub, spa, Jacuzzi or whirlpool is located at least ten (10) feet from the nearest power line or any accessory to it.
5. No hot tub, spa, Jacuzzi or whirlpool shall be located in an easement.

6. For the protection of the public, all hot tubs, spas, Jacuzzis and whirlpools shall be equipped with a locking hard cover that shall be locked at all times when the hot tub, spa, Jacuzzi or whirlpool is unoccupied.
7. All other setback and other requirements of the district shall be satisfied.

**Section 8.** Section 6.03, Permitted Accessory Uses, Section D shall be added to the Zoning Ordinance of the Village of Grand Beach to read as follows:

**D. Outdoor Hot Tubs, Spas, Jacuzzis and Whirlpools**

1. No hot tub, spa, Jacuzzi or whirlpool regulated by this section shall be constructed, installed, enlarged or altered until a permit has been obtained from the Building Inspector.
2. The hot tub, spa, Jacuzzi or whirlpool shall satisfy the rear yard setback standard of the district in which it is located.
3. No hot tub, spa, Jacuzzi or whirlpool shall be located less than fifty (50) feet from any front lot line.
4. If electrical service drop conductors or other utility wires cross under or over a proposed hot tub, spa, Jacuzzi or whirlpool area, the applicant shall make satisfactory arrangements with the utility involved for the relocation of wires before a permit shall be issued only if the hot tub, spa, Jacuzzi or whirlpool is located at least ten (10) feet from the nearest power line or any accessory to it.
5. No hot tub, spa, Jacuzzi or whirlpool shall be located in an easement.
6. For the protection of the public, all hot tubs, spas, Jacuzzis and whirlpools shall be equipped with a locking hard cover that shall be locked at all times when the hot tub, spa, Jacuzzi or whirlpool is unoccupied.
7. All other setback and other requirements of the district shall be satisfied.

**Section 9.** Section 4.03, Permitted Accessory Uses, Section E of the Zoning Ordinance of the Village of Grand Beach is hereby amended and shall become Section F to read as follows:

Outdoor, detached utility units (such as air conditioning condensers, pool equipment or generators) shall be considered accessory to the principal use located on the site and are permitted to be located adjacent to the principal structure to which it is associated. The installation or relocation of such utility units require a valid building permit issued by the Zoning Administrator and must satisfy all minimum setback requirements and shall be installed in compliance with the requirements of the Michigan Building Code. All utility units should be contained where possible in an aesthetically pleasing enclosure in order to muffle the sound emitted from the utility unit.

**Section 10.** Section 5.03, Permitted Accessory Uses, Section E of the Zoning Ordinance of the Village of Grand Beach is hereby amended and shall become Section F to read as follows:

Outdoor, detached utility units (such as air conditioning condensers, pool equipment or generators) shall be considered accessory to the principal use located on the site and are permitted to be located adjacent to the principal structure to which it is associated. The installation or relocation of such



utility units require a valid building permit issued by the Zoning Administrator and must satisfy all minimum setback requirements and shall be installed in compliance with the requirements of the Michigan Building Code. All utility units should be contained where possible in an aesthetically pleasing enclosure in order to muffle the sound emitted from the utility unit.

**Section 11.** Section 6.03, Permitted Accessory Uses, Section E of the Zoning Ordinance of the Village of Grand Beach is hereby amended and shall become Section F to read as follows:

Outdoor, detached utility units (such as air conditioning condensers, pool equipment or generators) shall be considered accessory to the principal use located on the site and are permitted to be located adjacent to the principal structure to which it is associated. The installation or relocation of such utility units require a valid building permit issued by the Zoning Administrator and must satisfy all minimum setback requirements and shall be installed in compliance with the requirements of the Michigan Building Code. All utility units should be contained where possible in an aesthetically pleasing enclosure in order to muffle the sound emitted from the utility unit.

**Section 12.** Section 4.06, Dimensional Requirements, Section L of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

Lot Coverage Inclusions: When determining the percent of lot coverage on any lots or parcels, all buildings and structures (any impervious material), whether above or below ground level or on the ground surface, shall be included in the computations so as to provide greater assurance for surface water percolation or necessary on-site impoundment in instances of excessive rainfall, flooding or other water accumulation circumstances. Brick pavers shall be calculated based on manufacturer specifications for installation and rate of absorption. Permeable decks less than 12" above ground as determined by the Zoning Administrator shall be excluded.

**Section 13.** Section 5.06, Dimensional Requirements, Section L of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

Lot Coverage Inclusions: When determining the percent of lot coverage on any lots or parcels, all buildings and structures (any impervious material), whether above or below ground level or on the ground surface, shall be included in the computations so as to provide greater assurance for surface water percolation or necessary on-site impoundment in instances of excessive rainfall, flooding or other water accumulation circumstances. Brick pavers shall be calculated based on manufacturer specifications for installation and rate of absorption. Permeable decks less than 12" above ground as determined by the Zoning Administrator shall be excluded.

**Section 14.** Section 6.06, Dimensional Requirements, Section L of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

Lot Coverage Inclusions: When determining the percent of lot coverage on any lots or parcels, all buildings and structures (any impervious material), whether above or below ground level or on the ground surface, shall be included in the computations so as to provide greater assurance for surface water percolation or necessary on-site impoundment in instances of excessive rainfall, flooding or other water accumulation circumstances. Brick pavers shall be calculated based on manufacturer specifications for installation and

rate of absorption. Permeable decks less than 12" above ground as determined by the Zoning Administrator shall be excluded.

**Section 15.** Section 4.07, Fences, Section B of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

Any existing fence not in conformance with this Ordinance shall not be altered or modified, without approval of the Zoning Administrator and only in such manner as to reduce the non-conformity. Fences shall conform to the following requirements:

1. No fence shall hereafter be erected along the line dividing lots or parcels of land or located within any required side or rear yard in excess of three (3) feet in height above the grade of the surrounding land; except fences enclosing a permitted pool area shall be of a height of six (6) feet. If placed on a man-made elevated surface, that elevation above the natural grade will be considered in the total fence height measurement. When natural grade is questioned, the Village Council reserves all rights to establish the final fence height.
2. Barbed wire, spikes, nails or any other sharp point or instrument of any kind on top or on the sides of any fence, electric current or charge in said fences is prohibited. Barbed wire cradles may be placed on top of fences enclosing public utility buildings and structures and elsewhere or whenever deemed by the Village Council to be necessary in the interests of public safety, and with the approval of the Village Council the height of fences enclosing utility buildings and structures may be a maximum of eight (8) feet in height.
3. All fences shall be constructed and maintained in a sound manner to assure long-term structural integrity and visual character.
4. Fences are to be constructed of wood, metal, vinyl, composite material or aluminum. Examples of a fence would include, but not be limited to the following: a chain link of aluminum or metal posts, traditional board and batten fence, a traditional fence with lattice top, a full lattice or trellis fence with posts or a similar structure, a scalloped or arched picket fence, a solid wood, milled stockade fence, a French or Gothic picket fence, or arched or scalloped picket fence.
5. Fences on all lots in all Residential Districts which extend toward the front of the lot, past the front line of the main building shall not exceed three (3) feet in height in all street and waterfront yards.
6. No fence or structure shall be erected, established or maintained on any corner lot which will obstruct the view of a vehicle approaching the intersection, and shall meet the requirements of Section 4.07(B.1).
7. No fence, wall, hedge, screen, sign, structure, vegetation, planting or other obstruction shall be higher than three (3) feet above street grade on any corner lot or parcel in the zoning district requiring front and side yards within the triangular area formed by the intersecting street right-of-way lines and a straight line joining the two street lines at points which are twenty (20) feet distant from the point of intersection, measured along the street right-of-way lines.
8. Fences shall not be erected within any street right-of-way, easement, public property or neighboring property.
9. The finished side of the fence shall face the abutting property.

**Section 16.** Section 5.07, Fences, Section B of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

Any existing fence not in conformance with this Ordinance shall not be altered or modified, without approval of the Zoning Administrator and only in such manner as to reduce the non-conformity. Fences shall conform to the following requirements:

1. No fence shall hereafter be erected along the line dividing lots or parcels of land or located within any required side or rear yard in excess of three (3) feet in height above the grade of the surrounding land; except fences enclosing a permitted pool area shall be of a height of six (6) feet. If placed on a man-made elevated surface, that elevation above the natural grade will be considered in the total fence height measurement. When natural grade is questioned, the Village Council reserves all rights to establish the final fence height.
2. Barbed wire, spikes, nails or any other sharp point or instrument of any kind on top or on the sides of any fence, electric current or charge in said fences is prohibited. Barbed wire cradles may be placed on top of fences enclosing public utility buildings and structures and elsewhere or whenever deemed by the Village Council to be necessary in the interests of public safety, and with the approval of the Village Council the height of fences enclosing utility buildings and structures may be a maximum of eight (8) feet in height.
3. All fences shall be constructed and maintained in a sound manner to assure long-term structural integrity and visual character.
4. Fences are to be constructed of wood, metal, vinyl, composite material or aluminum. Examples of a fence would include, but not be limited to the following: a chain link of aluminum or metal posts, traditional board and batten fence, a traditional fence with lattice top, a full lattice or trellis fence with posts or a similar structure, a scalloped or arched picket fence, a solid wood, milled stockade fence, a French or Gothic picket fence, or arched or scalloped picket fence.
5. Fences on all lots in all Residential Districts which extend toward the front of the lot, past the front line of the main building shall not exceed three (3) feet in height in all street and waterfront yards.
6. No fence or structure shall be erected, established or maintained on any corner lot which will obstruct the view of a vehicle approaching the intersection, and shall meet the requirements of Section 5.07(B.1).
7. No fence, wall, hedge, screen, sign, structure, vegetation, planting or other obstruction shall be higher than three (3) feet above street grade on any corner lot or parcel in the zoning district requiring front and side yards within the triangular area formed by the intersecting street right-of-way lines and a straight line joining the two street lines at points which are twenty (20) feet distant from the point of intersection, measured along the street right-of-way lines.
8. Fences shall not be erected within any street right-of-way, easement, public property or neighboring property.
9. The finished side of the fence shall face the abutting property.

**Section 17.** Section 6.07, Fences, Section B of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

Any existing fence not in conformance with this Ordinance shall not be altered or modified, without approval of the Zoning Administrator and only in such manner as to reduce the non-conformity. Fences shall conform to the following requirements:

1. No fence shall hereafter be erected along the line dividing lots or parcels of land or located within any required side or rear yard in excess of three (3) feet in height above the grade of the surrounding land; except fences enclosing a permitted pool area shall be of a height of six (6) feet. If placed on a man-made elevated surface, that elevation above the natural grade will be considered in the total fence height measurement. When natural grade is questioned, the Village Council reserves all rights to establish the final fence height.
2. Barbed wire, spikes, nails or any other sharp point or instrument of any kind on top or on the sides of any fence, electric current or charge in said fences is prohibited. Barbed wire cradles may be placed on top of fences enclosing public utility buildings and structures and elsewhere or whenever deemed by the Village Council to be necessary in the interests of public safety, and with the approval of the Village Council the height of fences enclosing utility buildings and structures may be a maximum of eight (8) feet in height.
3. All fences shall be constructed and maintained in a sound manner to assure long-term structural integrity and visual character.
4. Fences are to be constructed of wood, metal, vinyl, composite material or aluminum. Examples of a fence would include, but not be limited to the following: a chain link of aluminum or metal posts, traditional board and batten fence, a traditional fence with lattice top, a full lattice or trellis fence with posts or a similar structure, a scalloped or arched picket fence, a solid wood, milled stockade fence, a French or Gothic picket fence, or arched or scalloped picket fence.
5. Fences on all lots in all Residential Districts which extend toward the front of the lot, past the front line of the main building shall not exceed three (3) feet in height in all street and waterfront yards.
6. No fence or structure shall be erected, established or maintained on any corner lot which will obstruct the view of a vehicle approaching the intersection, and shall meet the requirements of Section 6.07(B.1).
7. No fence, wall, hedge, screen, sign, structure, vegetation, planting or other obstruction shall be higher than three (3) feet above street grade on any corner lot or parcel in the zoning district requiring front and side yards within the triangular area formed by the intersecting street right-of-way lines and a straight line joining the two street lines at points which are twenty (20) feet distant from the point of intersection, measured along the street right-of-way lines.
8. Fences shall not be erected within any street right-of-way, easement, public property or neighboring property.
9. The finished side of the fence shall face the abutting property.

**Section 18.** Section 4.14, Temporary Structures shall be added to the Zoning Ordinance of the Village of Grand Beach to read as follows:

Temporary Structures

A. Temporary Construction Buildings, Construction Trailers, Portable Restrooms and Storage Pods Incidental to Construction Work

Temporary construction buildings, construction trailers, portable restrooms and storage pods incidental to construction work may be placed on a lot subject to the following conditions:

1. They may only be used for the temporary storage of materials, tools, supplies and equipment for construction management, temporary storage of building contents such as furniture during remodeling, and for temporary on-site sanitation facilities related to construction activity on the same property.
2. No more than one temporary construction building, construction trailer or storage pod is allowed on the property unless remodeling requires the use of a storage pod for temporary contents storage in addition to a temporary construction building or trailer. In addition, one portable restroom shall be allowed on the property.
3. They may not be used as a dwelling unit.
4. Construction buildings, construction trailers and storage pods may be no larger than 10' x 20' in size.
5. They must be aesthetically pleasing. If there is a question of whether the unit is aesthetically pleasing, the decision to allow or deny the temporary use of the unit will be made by the Village Council.
6. They must be located on private property and no part of any unit shall be located within the setback, or on a street right-of-way, street, or neighboring public or private property.
7. They may be placed on the property only in conjunction with active ongoing construction or remodeling work. They shall be removed within fifteen (15) days after completion or abandonment of construction or remodeling work on the property.

B. Dumpsters

One temporary dumpster for the collection of construction debris shall be allowed on a construction site subject to the following conditions:

1. One dumpster may be used for the collection of debris generated by a construction site. Once filled, it shall be removed within fourteen (14) days.
2. If it is not being used for collection of debris, it should be removed immediately.
3. It shall be removed from the property within fifteen (15) days after completion or abandonment of construction work on the property.

**Section 19.** Section 5.14, Temporary Structures shall be added to the Zoning Ordinance of the Village of Grand Beach to read as follows:

## Temporary Structures

### A. Temporary Construction Buildings, Construction Trailers, Portable Restrooms and Storage Pods Incidental to Construction Work

Temporary construction buildings, construction trailers, portable restrooms and storage pods incidental to construction work may be placed on a lot subject to the following conditions:

1. They may only be used for the temporary storage of materials, tools, supplies and equipment for construction management, temporary storage of building contents such as furniture during remodeling, and for temporary on-site sanitation facilities related to construction activity on the same property.
2. No more than one temporary construction building, construction trailer or storage pod is allowed on the property unless remodeling requires the use of a storage pod for temporary contents storage in addition to a temporary construction building or trailer. In addition, one portable restroom shall be allowed on the property.
3. They may not be used as a dwelling unit.
4. Construction buildings, construction trailers and storage pods may be no larger than 10' x 20' in size.
5. They must be aesthetically pleasing. If there is a question of whether the unit is aesthetically pleasing, the decision to allow or deny the temporary use of the unit will be made by the Village Council.
6. They must be located on private property and no part of any unit shall be located within the setback, or on a street right-of-way, street, or neighboring public or private property.
7. They may be placed on the property only in conjunction with active ongoing construction or remodeling work. They shall be removed within fifteen (15) days after completion or abandonment of construction or remodeling work on the property.

### B. Dumpsters

One temporary dumpster for the collection of construction debris shall be allowed on a construction site subject to the following conditions:

1. One dumpster may be used for the collection of debris generated by a construction site. Once filled, it shall be removed within fourteen (14) days.
2. If it is not being used for collection of debris, it should be removed immediately.
3. It shall be removed from the property within fifteen (15) days after completion or abandonment of construction work on the property.

**Section 20.** Section 6.14, Temporary Structures shall be added to the Zoning Ordinance of the Village of Grand Beach to read as follows:

## Temporary Structures

### A. Temporary Construction Buildings, Construction Trailers, Portable Restrooms and Storage Pods Incidental to Construction Work

Temporary construction buildings, construction trailers, portable restrooms and storage pods incidental to construction work may be placed on a lot subject to the following conditions:

1. They may only be used for the temporary storage of materials, tools, supplies and equipment for construction management, temporary storage of building contents such as furniture during remodeling, and for temporary on-site sanitation facilities related to construction activity on the same property.
2. No more than one temporary construction building, construction trailer or storage pod is allowed on the property unless remodeling requires the use of a storage pod for temporary contents storage in addition to a temporary construction building or trailer. In addition, one portable restroom shall be allowed on the property.
3. They may not be used as a dwelling unit.
4. Construction buildings, construction trailers and storage pods may be no larger than 10' x 20' in size.
5. They must be aesthetically pleasing. If there is a question of whether the unit is aesthetically pleasing, the decision to allow or deny the temporary use of the unit will be made by the Village Council.
6. They must be located on private property and no part of any unit shall be located within the setback, or on a street right-of-way, street, or neighboring public or private property.
7. They may be placed on the property only in conjunction with active ongoing construction or remodeling work. They shall be removed within fifteen (15) days after completion or abandonment of construction or remodeling work on the property.

### B. Dumpsters

One temporary dumpster for the collection of construction debris shall be allowed on a construction site subject to the following conditions:

1. One dumpster may be used for the collection of debris generated by a construction site. Once filled, it shall be removed within fourteen (14) days.
2. If it is not being used for collection of debris, it should be removed immediately.
3. It shall be removed from the property within fifteen (15) days after completion or abandonment of construction work on the property.

**Section 21.** Section 11.04, Signs in the Residential District of the Zoning Ordinance of the Village of Grand Beach is hereby amended to read as follows:

Section 11.04 – Signs in the Residential Districts in the LDR, MDR and HDR Districts, only the following signs shall be permitted:

- A. One (1) bulletin board for churches or public buildings not to exceed twelve (12) square feet in area when located at least twelve (12) feet from all property lines.
- B. One (1) professional, home occupation or announcement sign not to exceed two (2) square feet in area and attached flat against the building.
- C. One (1) temporary, unlighted window sign not to exceed six (6) square feet advertising the construction, lease or sale of the premises on which it is maintained provided said sign shall be removed upon issuance of occupancy certificate, or closing. One (1) temporary unlighted real estate sign not to exceed six (6) square feet may be located on premises being constructed or offered for sale provided clear vision corners are maintained and provided said sign shall be removed upon issuance of occupancy certificate or closing. (As amended by ordinance number 2012-83 effective on October 9, 2012)
- D. One (1) subdivision sign per entrance for each residential subdivision provided no sign shall exceed sixteen (16) square feet in area. The subdivision sign may include the name of the subdivision and a plat of lots, but nothing additional.
- E. In addition, one (1) sign not over sixteen (16) square feet in area announcing the opening or sale of lots in a legally approved subdivision may be temporarily erected on each plat or development, provided the location and information included on proposed sign is approved by the Building Inspector in advance of installation and is allowed for a duration not to exceed one (1) year.

Said sign may include the following information only:

- 1. Subdivision name and/or company name
- 2. Plat map or lot numbers offered for sale
- 3. Real estate company name and agent name
- 4. Telephone number
- 5. Website address

In addition, each lot offered for sale within the subdivision shall be allowed one lot number sign to be posted on the lot, but not on the street right-of-way or property owned by others. The lot number sign shall not exceed one (1) square foot in size.

No signs shall be placed or posted in any manner upon trees, or utility poles, within the public right of ways or public beaches.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_



**ORDINANCE DECLARED ADOPTED.**

\_\_\_\_\_  
DEBORAH LINDLEY, Council President

\_\_\_\_\_  
MARY J. ROBERTSON, Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Grand Beach, County of Berrien, State of Michigan, at a Regular Meeting, held on the 20th day of November, 2019, and that said Meeting was conducted and public notice of said meeting was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

\_\_\_\_\_  
MARY ROBERTSON, Clerk



MCKENNA

# Memorandum

**TO:** Village of Council  
Village of Grand Beach

**FROM:** Mario A. Ortega, AICP

**SUBJECT:** **MNRTF Nature Preserve Grant - Request to Select Title Company and Appraisers**

**DATE:** November 13, 2019

The Michigan Department of Natural Resources (DNR) has informed me that they have received, accepted and executed the Project Agreement with the Village for the Natural Resources Trust Fund (MNRTF) acquisition grant. With the Project Agreement being executed by both the State and the Village, the next steps in the grant completion process can begin.

## **REQUIRED PRE-APPRAISAL DOCUMENTS**

The next documents required by the DNR are the environmental due diligence submittal and the 40-year title search. Environmental due diligence involves documenting the development history of a property. The development history will indicate if any potential contamination on the site existed in the past and if that potential contamination needs to be remediated. Since the nature preserve site has never been developed the documentation will involve interviews conducted by me of previous property owners and neighboring property owners regarding any, and in this case no development on site. I will be conducting and completing these interviews in the next few weeks.

The 40-year title search is a standard search by a title company of public records regarding any and all transactions or documents for the property including items such as chain of title. I have contacted title companies in the area and the following quote was provide to conduct the 40-year title search:

## **Meridian Title Corp – New Buffalo, MI – 40-Year Title Search Total Cost = \$1,000**

The cost of the title search was included in the \$80,000 estimate of incidental costs included in the original grant application and which is eligible for reimbursement by the approved grant funds. Speaking with DNR staff, the most expedient way to have such incidental costs reimbursed by the grant funds is by having the Village contract or incur the costs for all professionals. With that in mind, please accept this as a formal request of the Council to make the following motion: *That the Village select Merdian Title to conduct a 40-year title search of the two parcels that comprise the 42-acre Grand Beach Nature Preserve as required for the MNRTF grant fulfillment in the amount of \$1,000.*

## **REQUIRED APPRAISAL DOCUMENTS**

I have spoken with DNR staff regarding the pre-existing appraisals conducted by the Village and Grand Beach Land Development. While they considered the previous appraisals they indicated that the age of the documents would not meet their standards, given the size and estimated value of the site. I brought up the possibility of



revising the existing appraisals to utilize up-to-date market information. The DNR indicated that while they believed an appraiser could use the past documents to create a new document, the work would need to be conducted by a DNR-authorized appraiser. Finally, they stated that because of the estimated value of the site, that two new appraisals would be required.

In the incidental costs listed in the grant application, \$40,000 was estimated for appraisal fees. I have contacted the following appraisers located in closest proximity to the Village and they have provided the following responses.

Appraiser	City	Quote/Response
Robert W. Bogner and Associates, Inc.	St. Joseph, MI	\$3,000
Van Noord & Associates, Inc	Holland, MI	Choose not to provide offer, too busy
Visser Appraisals, LTD	Caledonia, MI	No longer doing DNR appraisals
Soper & Associates, LLC	Kentwood, MI	\$3,000
John A. Meyer Appraisal Company	Grand Rapids, MI	\$9,500
Adams & Associates Appraisal Co. LLC	Grand Rapids, MI	\$8,500

All firms contacted are included in the list of DNR approved appraisers. They are all aware of the DNR requirements (attached for your reference) and the appraisals they provide for the quoted prices will meet the DNR's standards. In my discussions with the firms both Soper & Associates and Adams & Associates presented themselves capable of providing a professional analysis and knowledgeable about the market though they all presented themselves as experienced with the DNR process.

With that in mind, please accept this as a formal request of the Council to make the following motion: *That the Village select 1) \_\_\_\_\_ at a cost of \$\_\_\_\_\_ and 2) \_\_\_\_\_ at a cost of \$\_\_\_\_\_ to each conduct an appraisal of the two parcels that comprise the 42-acre Grand Beach Nature Preserve which meets the DNR appraisal requirements as required for the MNRTF grant fulfillment.*

Once you have made your selection, I will contact the firms and have them proceed with the work. All firms have indicated they have a busy work load but can complete the work by the end of the year. I have spoken with the DNR and they have indicated they are happy with the Village's progress and find the submittal of the environmental due diligence documents, the 40-year title search and the two appraisals by the end of the year is an agreeable target date.

Please feel free to contact me with any questions.



## APPRAISAL REPORT STANDARDS

To prepare an appraisal report and/or appraisal review for the Department of Natural Resources (DNR), the appraiser **MUST** be on the DNR Approved Appraiser List and the appraiser **MUST** be licensed in the State of Michigan as a Certified General Appraiser. To register for the DNR Approved Appraiser List, please contact Kelly Ramirez, DNR Appraisal Supervisor, at 517-284-5947 or at [ramirezsk@michigan.gov](mailto:ramirezsk@michigan.gov).

**NOTE:** *For all DNR appraisal assignments, the Certified General Appraiser under contract is the ONLY person authorized to analyze the data, make value adjustments, reconcile value conclusions and sign the Certification. Any deviation from this requirement MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.*

Currently, the DNR uses SIGMA Vendor Self Service (VSS) to do the following:

1. To sign up for Electronic Fund Transfers (EFT)
2. To sign up to receive bid requests on appraisal assignments

To register for these services, log into the SIGMA VSS website at: [www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin). To sign up for EFT's, go to Vendor Registration. To sign up to receive bid requests on appraisal assignments, go to Business Opportunities, Solicitations. If you have any questions on the SIGMA VSS registration process, please contact Vendor Registration at 1-888-734-9749 or at [SIGMA-Vendor@michigan.gov](mailto:SIGMA-Vendor@michigan.gov).

All DNR appraisal reports must be in narrative format, unless otherwise specified, and must adhere to DNR Appraisal Report Standards and USPAP requirements that are current as of the date of the appraisal report. If Federal money is involved, the appraiser may have to be Yellow Book Certified and follow Yellow Book requirements. Appraisal reports not adhering to these requirements will be returned for correction.

The use of the Development/Subdivision Approach is NOT allowed on DNR appraisal reports. Any deviation from this requirement **MUST** receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.

For DNR appraisal reports, the use of Hypothetical Conditions and Extraordinary Assumptions **MUST** receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.

For DNR appraisal reports, the use of qualitative adjustments (versus quantitative adjustments) **MUST** receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.

For larger valued properties, two appraisals are required. The DNR will contract two appraisers from the DNR Approved Appraisal List. The two contracted appraisers are responsible for any coordination needed to complete the appraisal reports.

When the appraisal report is complete, an unsigned, electronic report must be submitted to the DNR Appraisal Supervisor for review. Upon completion of the appraisal review, one signed, hard copy AND one signed, electronic copy of the appraisal report is required. Invoices will be paid upon receipt of the final, signed, electronic copy of the appraisal report.

## I. **GENERAL DATA**

A. Cover Page – Include the following information regarding the subject property:

1. Photograph
2. Name of Record Owner and Mailing Address
3. Location/Address, including Township, City, County
4. Tax ID Number
5. Name of Project and Case Number
6. Acreage
7. Name of Subsurface Owner, if applicable
8. Appraiser's Name and Address
9. Effective Date of Value

B. Table of Contents

1. Number every page from cover to cover
2. List titles of contents and corresponding pages numbers

C. Summary Page – Include the following information regarding the subject property:

1. Name of Project and Case Number
2. Name of Owner/Lessee, including mailing address(es)
3. Location (include Road, City, Township, Section, County, Road/Water Frontage and Legal Description)
4. Property Details (include Improvements, Leases, Easements, Encroachments, Permits and Mineral Rights)
5. Total Area, Size and Dimensions of Property
6. Name of Appraiser, Business Address, Email Address, Phone Number and Appraisal License Number
7. Date of Value
8. Date of Report
9. Date(s) of Inspection
10. Purpose of Appraisal
11. Interest being Appraised
12. Intended Users
13. Highest and Best Use
14. Final Reconciled Value under the Sales Comparison Approach, Cost Approach, Income Approach

**NOTE:** *The Development/Subdivision Approach is NOT allowed on DNR Appraisal Reports.*

D. Statement of Assumptions and Limiting Conditions

E. Scope of Appraisal – Summarize the process and assistance received in collecting and confirming the data, the inspection date(s) on the subject property and the valuation process relied on in determining market value. Provide adequate location maps and photographs of the subject property.

F. Purpose of Appraisal – Clearly set forth the purpose for which the appraisal report is being prepared, which is to establish market value for the subject property. For DNR appraisal reports, market value is defined as:

*The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming neither is under undue duress.*

- G. Intended Users
- H. Market Exposure/Marketing Time
- I. Hypothetical Conditions and Extraordinary Assumptions – Define Hypothetical Conditions and Extraordinary Assumptions and list any utilized in the valuation of the subject property.

**NOTE:** *The use of Hypothetical Conditions and Extraordinary Assumptions MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.*

- J. Hazardous Waste and Property Contamination – Fully research and describe any physical details of the land and improvements which are unusual and indicate possible presence of hazardous wastes or contamination (i.e., unvegetated or stained areas, underground tanks, foam insulation, asbestos, transformers and electrical equipment containing PCB's and product and processing materials). Detail your inquiries to, and responses from, the property owners and/or other persons knowledgeable about the subject property. Include their knowledge of past uses of the subject property and of adjoining properties.
  - 1. If you suspect hazardous waste or property contamination on the subject property, immediately contact the Case Manager listed on the Fee Appraisal Request (FAR)
  - 2. If you find no evidence of hazardous waste or property contamination on the subject property, the following statement should be included in your appraisal report:

*"No evidence of hazardous waste or property contamination was observed by the appraiser; however, this appraiser is not versed in, nor qualified to, detect hazardous waste or property contaminated conditions. Expert testing should be done, if so desired".*

## **II. PROPERTY DATA**

- A. Description of Property – Describe in detail the physical features of the subject property, including land area, road/water frontage, access, topography, type of utility service, timber/wood lot, ground cover, soil type/condition, drainage characteristics and any hazardous waste or property contamination information. Include surveys of the subject property, if available, in the Addendum.
- B. Description of Improvements – Describe the physical details, size and condition of all buildings structures and land improvements, including dams, irrigation systems, wells and fencing. A floor plan of the buildings, showing room sizes, should be included in the Addendum.
- C. Description of Easements, Encroachments, Leases and Permits – Describe any existing easements, encroachments, leases and permits on the subject property and provide names of all current parties of interest. Also describe if the subject property is enrolled in the Land Conservation Program (farmland, forest protection, etc.) or in the Land Grants Program.
- D. Description of Mineral Rights – Identify and discuss the existence of mineral rights on the subject property, including oil and gas, metallic minerals (copper, iron) and non-metallic mineral (sand, gravel) and the effect they have on the valuation of the subject property.
- E. Description of Landlock – If the subject property is landlocked, identify adjoining owners and explain potential access issues. Provide a plat or tax map, identifying adjoining owners and roads.
- F. Zoning – Describe existing zoning, including any land-use restrictions or permitted uses under the current zoning. Verify with the property owner and/or municipal offices any zoning change requests made on the subject property and/or special use permits applied for in the past five (5) years and how each of these may influence values.
- G. Present Use of Property – Describe the existing use of the property. If the present use is different than the use permitted by existing zoning, state the conditions it is permitted.

- H. Ownership, Occupancy and Contact with Property Owners – Provide names/addresses of all current parties of interest, including owners, co-owners, lessees, licensees, easement holders and holders of subsurface rights, etc. A copy of all party of interest documents must be included in the Addendum.

The appraiser must contact the property owner, his/her representative and any other party of interest and offer the opportunity to accompany them on the inspection of the subject property. A statement must be included in the appraisal report that “I offered the owner(s) and his/her designated representative an opportunity to accompany me during the inspection of the property, and he/she accepted or declined”. List the date(s) of inspection and name(s) of all people in attendance at the inspection. If the appraiser is unable to contact the owner, the appraisal report should document dates and what specific attempts were made to set up the inspection.

- I. Sales History – Provide sales date/price on all sales of the subject property in the past five (5) years. Verify the sales data, including sales date, price, recording data, liber, page number, etc. for each sales transaction on the subject property. If you find the subject property has sold, but you can’t verify the sales price, explain what efforts you made to obtain this information. If there have been no sales of the subject property within the last five (5) years, simply state “NONE IN THE PAST 5 YEARS”.
- J. Assessed Value and Taxes – Identify assessed value, state equalized value and taxable value of the subject property. Also include subject property taxes for the current year.
- K. Highest and Best Use – Define and analyze the highest and best use of the subject property and your opinion of the use that would result in the greatest net return on the subject property. If your highest and best use conflicts with existing zoning, a detailed explanation of the reasonable possibility of effecting change must be substantiated through interviews with public zoning officials and/or other governing authorities.

### III. **VALUATION ANALYSIS AND CONCLUSIONS**

- A. **Sales Comparison Approach** – The Sales Comparison Approach MUST be utilized on all DNR appraisal reports. The appraiser should conduct a thorough investigation of the market activity on properties similar to the subject property, utilizing at least three (3) comparable sales. If inadequate market data is available to utilize three (3) comparable sales, the appraiser must discuss his/her attempt to locate market data transactions in the appraisal report.

A comparison grid showing adjustments (expressed in dollars or percentages) is required, along with a detailed explanation of items of dissimilarity and the appraiser’s reasoning for each adjustment.

**NOTE:** *The use of qualitative adjustments (versus quantitative adjustments) MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.*

For appraisals of linear corridors, the appraiser should consider comparable sales of other corridors or based on an “across the fence” valuation methodology. Listings and sales to/from governmental agencies can be used for supplemental/support purposes only.

A comparable sales data sheet, showing detailed sales information of each comparable sale must be included in the Addendum. (See “Comparable Sales Data Sheet” in Section V, Addendum for requirements).

A final reconciliation of the unit value, if applicable, must be determined and the reconciled total market value for the subject property under the Sales Comparison Approach must be clearly stated in the appraisal report.

- B. **Cost Approach** – If the subject property is improved and the improvements are new and in good condition, the Cost Approach must be considered. If the appraiser deems this approach unreliable, an explanation must be included in the appraisal report.

When the Cost Approach is utilized, the following analysis and calculations must be detailed in the appraisal report:

1. Value of land, as vacant
2. Replacement or Reproduction Cost (new) of the improvements or buildings
3. Amount of accrued depreciation (physical, functional and economic) with an explanation and justification of each depreciation deduction

After each of these calculations are completed, a grid showing each calculation, and the process utilized to calculate market value, must be included in the appraisal report. A final reconciliation of market value for the subject property under the Cost Approach must be clearly stated in the appraisal report.

- C. **Income Approach** – If the subject property is generating an income, the Income Approach must be considered. If the appraiser deems this approach unreliable, an explanation must be included in the appraisal report.

When the Income Approach is utilized, the following analysis and calculation must be detailed in the appraisal report:

1. Estimated rental rate for the subject property based on comparable rental properties
2. Estimate of vacancy and collections, credit loss and operating expense
3. Estimate of capitalization rate

After each of these calculations are completed, a grid showing each calculation, and the process utilized to calculate market value, must be included in the appraisal report. A final reconciliation of market value for the subject property under the Income Approach must be clearly stated in the appraisal report.

- D. **Development/Subdivision Approach** - The use of the Development/Subdivision Approach is **NOT** allowed on DNR appraisal reports. Any deviation from this requirement **MUST** receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.

- E. **Correlation and Final Reconciliation of Market Value** – List your estimates of market value as concluded in your analysis under the Sales Comparison Approach, Cost Approach and Income Approach. Discuss the degree of reliability of each approach, and which approach you feel would be the most reliable to a prudent purchaser of this type of property. Make a conclusion of market value.

After a final reconciliation of market value is determined, the appraisal report must include the following statement:

*"After applying all the applicable approaches to value, and giving due consideration to all factors of value, I conclude the ESTIMATED MARKET VALUE FOR THE SUBJECT PROPERTY is \$\_\_\_\_\_."*

#### IV. **CERTIFICATION**

Since each DNR appraisal assignment is with an individual, pre-approved Certified General Appraiser (not a company) and because the Certified General Appraiser under contract is the **ONLY** person authorized to analyze the data, make value adjustments and reconcile value conclusions, they are the **ONLY** person authorized to sign the Certification. Non-appraisers are **NEVER** allowed to sign the Certification.



## **V. ADDENDUM**

The Addendum should include the following documentation:

- A. Photographs of Subject Property – Include location, improvements and other features of subject property. Indicate date photo taken, by whom, and the position it was taken.
- B. Maps – Include various dimensional maps of subject property.
- C. Ownership Documents – Include deeds, leases, licenses and permits on the subject property.
- D. Comparable Sales Data Sheets – Provide a comparable sales data sheet for each comparable utilized and relied upon in the appraisal report AND a comparable sales map, showing each comparable in relation to the location of the subject property. Comparable sales data sheets should include the following information regarding the comparable sale:
  - 1. Photograph
  - 2. Location/Address (include legal description)
  - 3. Tax ID Number
  - 4. Date of Sale
  - 5. Name of Parties on the Last Sales Transaction (Buyer/Seller)
  - 6. Name, Phone Number and Date of Comparable Verification (Verification must be made with buyer/seller or broker)
  - 7. Date of Inspection
  - 8. Sales Price Paid
  - 9. Unit Price Paid (per square foot, acre, front foot)
  - 10. Financing Terms (include any special consideration in the financing)
  - 11. Conditions of Sale
  - 12. Arm's Length Details
  - 13. Exposure Time on Market
  - 14. Physical Description of Land, Improvements, Easements and Mineral Rights, etc.
  - 15. Utilities, Shape, Topography, Ground Cover, Soil Types/Conditions, Road Cover
  - 16. Mineral/Timber Values
  - 17. Assemblage Details, if applicable
  - 18. Buyers Intended Use
  - 19. Zoning and Permitted Uses (include proposed zoning changes, special use permits, proposed site plans)
  - 20. Environmental Items (include on-site tanks, hazardous materials, contaminants)
  - 21. Highest and Best Use at Time of Sale
  - 22. Appraiser's Remarks, when applicable
  - 23. Ownership Documents (include deeds, leases, licenses, permits, etc.)
- E. Correspondence
- F. Other Documentation Deemed Appropriate
- G. Copy of DNR Fee Appraisal Request (FAR)
- H. Copy of DNR Appraisal Site Inspection Environmental Checklist
- I. Copy of Appraiser's E & O Insurance
- J. Appraiser's Resume
- K. Appraiser's Appraisal License

DNR Approved Appraiser List - As of September 11, 2019

Company Name	Name	Address	City	State	Zip	Work Phone	County	Cell Phone	Other
Adams & Associates Appraisal Co. LLC	Adams, Doug	791 Kenmoor Avenue, SE	Grand Rapids	MI	49546	616-977-9500	Kent	Doug@adamsappraisalcompany.com	
Affinity Valuation Group	Bidwell, Paul	102 W. Chicago Blvd., #203	Tecumseh	MI	49286	517-424-5650 Ext. 200	Lenawee	pbidwell@ccirm.net	Yellow Book Certified
Allen & Associates Appraisal Advisory Group	Allen, Larry	5700 Crooks Road, Suite 202	Troy	MI	48098	(248) 433-9630 Ext. 2	Oakland	lallen@allenappraisal.com	
Appraisal Associates, Inc.	Johns, Alan	1414 West High Street	Mount Pleasant	MI	48858	(989) 775-5050	Isabella	aljohns@appraisaladvisorygroup.com	
Bur Valuation Group, Inc.	Bulson, Steven	4025 West Main Street, Suite 101	Kalamazoo	MI	49006	269-361-8444	Kalamazoo	sbulson@aaimi.biz	
Carlson Appraisal Company	Bur, David	22440 Amberlund Ct.	Novi	MI	48374	(248) 943-0663	Oakland	dbur@burng.com	
Cedar Consulting, Inc.	Carlson, Scott	1710 Nottingham Rd	Lansing	MI	48911	(517) 290-0856	Ingham	scott@carlsonappraisalcompany.com	
Colliers International Valuation & Advisory Services	Johnson, Tim	7426 Rosinski Road	Cedar	MI	49621	231-228-7173	Leelanau	timjohnson@centurytel.net	
Compass Land Consultants, Inc.	Allen, Andrew	2 Corporate Drive, Suite 300	Southfield	MI	48076	(248) 226-1888	Oakland	aj.allen@colliers.com	
Cooper-Nesbitt Appraisal, Inc.	Steigerwaldt, Bill	9559 Bolger Lake Road	Minocqua	WI	54548	(715) 358-0600	Upper Peninsula	bill@compasslandconsultants.com	
DeGroat Keenan Commercial	Schummer, Daniel	9559 Bolger Lake Road	Minocqua	WI	54548	(715) 358-0600	Upper Peninsula	dan@compasslandconsultants.com	906-202-9469
Diane M. Nausea & Associates	Nesbitt, Tracey	46671 White Cap	Macomb	MI	48044	(810) 987-2100	Saint Clair	traceynesbitt@yahoo.com	
Elden J. Nedeau & Associates	Keenan, Michael	4140 State Street	Saginaw	MI	48603	989-295-0407	Saginaw	keenanaxb@gmail.com	
Executive Appraisal Service, LLC	Nausea, Diane M.	11440 Cove Creek Court	Taylor	MI	48180	734-992-8387	Wayne	dnauseda@comcast.net	
Farmers National Co. Feasibility Research Group	Nedeau, Stephen	950 W Norton Ave Ste 400	Muskegon	MI	49441	(231) 733-8300	Muskegon	sao300@aol.com	
Field & Associates, Inc.	Spiller, Keith	22375 Elmwood Avenue	Eastpointe	MI	48021	248-790-1942	Macomb	appraisal@exaprv.com	
Fuller Appraisal, LLC	Hodge, Douglas	411 W. Nepessing St.	Lapeer	MI	48446	(810) 664-4182	Lapeer	ghodge@farmersnational.com	810-516-5339
Gannon Group	Williams, Gergory	13940 Cedar Rd., Suite 196, Suite 1	University Heights	OH	44118	216-920-7573	Oceana	gwilliams@frq-consultants.com	
Genzink Appraisal	Field, Ross	36 W Third Street, Suite 1 P.O. Box 68	Shelby	MI	49455	(231) 861-4219	Oakland	rossfield55@gmail.com	
Gerald Alcock Company LLC	Fuller, Craig	4139 W Walton Blvd, Suite A	Waterford	MI	48329	(248) 674-4709	Eaton County	cfuller15@aol.com	
Gerald Alcock Company, LLC	Slucter, Kern	363 Creys Road	Dimondale	MI	48821	517-345-7500	Kent	kern@gannongroup.net	
Gotshall & Stelzer, LLC	Genzink, Jeff	1009 44th Street SW, Suite 107	Grand Rapids	MI	49509	(616) 261-5000	Washtenaw	igenzink@genzinkappraisal.com	
Heinowski Appraisal and Consulting, LLC	Vidovic, Marcel	315 E Eisenhower Parkway, Suite 5	Ann Arbor	MI	48108	(734) 994-0554	Washtenaw	marcel@mac.com	
	Williams, Michael	315 E Eisenhower Parkway, Suite 5	Ann Arbor	MI	48108	(734) 994-0554	Grand Traverse	mikewill@mac.com	
	Stelzer, John	P.O. Box 2407	Traverse City	MI	49685	(231) 267-5645	Washtenaw	istelzer@qsappraisers.com	
	Scherer, Robert	3549 W. Pineview Drive	Dexter	MI	48130	734-424-9770	Washtenaw	nvs1225@aol.com	

Company Name	Name	Address	City	State	Zip	Phone	County	E-Mail	Other
Integra Realty Resources	Hansen, William	400 West Maple, Suite 100	Birmingham	MI	48009	248-593-9787	Oakland	whansen@irr.com	
Jeffress-Dyer, Inc.	Rose, Paul	18555 Glacier Trail	Hillman	MI	49746	(989) 742-4225	Montmorency	jd.appraisal@gmail.com	Yellow Book Certified
John A. Meyer Appraisal Company	Meyer, John	5211 Cascade Rd SE	Grand Rapids	MI	49546	(616) 957-2022	Kent	johnmeyer@meyerapp.com	616-262-2496
Judeh & Associates	Judeh, Jumana	22952 Outer Drive	Dearborn	MI	48124	(313) 277-1986	Wayne	jumanaj@judehonline.com	313-801-2603
Kres, Inc.	Kirksey, Brian	425 Sunlight	Rochester Hills	MI	48309	(248) 336-2088	Oakland	bkirksey@kresinc.com	
Michigan Appraisal Company, Inc.	Kirby, Jeff	1201 Bridge Street	Charlevoix	MI	49720	(231) 547-2238	Charlevoix	ikirby@michiganappr.com	
Mid-West Appraisal Company Inc	Sharp, Frank	800 Military Street, Suite 401	Port Huron	MI	48060	(810) 982-4491	Saint Clair	midwest.appraisal@netzero.net	
Navarre Appraisal	Navarre, Michael	4196 Airport Rd	Waterford	MI	48329	(248) 623-9890	Oakland	mnavarre@navarreappraisal.com	
Navco Valuation, Inc	Navarre III, James	4196 Airport Road	Waterford	MI	48329	(248) 623-9890	Oakland	inavarre@navarreappraisal.com	
Nichols Appraisal Services	Nichols, Steven	3075 Bowers Harbor Rd	Traverse City	MI	49686	(231) 929-7133	Grand Traverse	stnchs@chartermi.net	
Northern Appraisal	Stakoe, Joseph C.	325 East Lake Street, Suite 29	Petoskey	MI	49770	231-348-9800	Emmett	istakoe@nappraisal.net	
Northern MI Real Estate Consultants	Tarnow, Michael	413 N Division Street	Traverse City	MI	49684	(231) 941-1001	Grand Traverse	mtarnow@nmrec.com	Yellow Book Certified
Northern MI Real Estate Consultants	Faucher, Mark	413 N. Division Street	Traverse City	MI	49684	231-995-8829	Grand Traverse	mfaucher@nmrec.com	
Northern MI Real Estate Consultants	Sill, Andy	413 N. Division Street	Traverse City	MI	49684	231-995-8830	Gd Traverse	andy.sill@nmrec.com	989-751-0361
O'Neil Appraisal	O'Neil, Ray	6739 Wellesley Ter	Clarkston	MI	48346	(248) 674-3333	Oakland	RayO'Neil@O'NeilAppraisal.com	
Piazza Appraisal Service	Piazza, Anthony	2062 North Huron Road	Tawas City	MI	48763	(989) 362-0020	Tawas	piazza.anthony1@gmail.com	Yellow Book Certified
Robert W. Bogner and Associates, Inc.	Bogner, Robert	1101 Broad Street, #316	St. Joseph	MI	49085	269-313-7747	Berrien	bob@rbogner.com	
Robert R. Davis, SRA	Davis, Robert	2911 Colony Dr	East Lansing	MI	48823	(517) 351-0015	Ingham	robertdsra@aol.com	
Schnoor Real Estate Service, Inc.	Schnoor, Bond	8850 Dixie Hwy	Fair Haven	MI	48023	(586) 725-1911	Saint Clair	appraisals@schnooronline.com	
Seaton Appraisal Associates	Seaton, Tim	100 Quincy St Suite 25	Hancock	MI	49930	(906) 487-9838	Houghton	tim@Seatonappraisal.com	
Soper & Associates, LLC	French, Michael	4595 Broadmoor Ave, SE, Suite 191	Kentwood	MI	49512	616-554-6110	Kent	soper@soperllc.com	
Steigewaldt Land Services, Inc.	Steigewaldt, Ed	856 N. 4th Street	Tonahawik	WI	54487	(716) 453-3274	Upper Peninsula	Steigewaldt	
Stephen R. Kelly, Inc.	Kelly, Stephen	7367 Lumley Rd	Bear Lake	MI	49614	(646) 290-8400	Manistee	stephenkelly56@gmail.com	
Swanson, Mercier & Associates, Inc.	Mercier, Lori	1229 W. Washington St	Marquette	MI	49855	906-228-9634	Marquette	admin@swansonmercier.com	
Swanson, Mercier & Associates, Inc.	Swanson, Charles	1229 W. Washington St	Marquette	MI	49855	906-228-9634	Marquette	admin@swansonmercier.com	
Terzo & Bologna, Inc	Shipman, Susan	38701 Seven Mile Rd - Ste 140	Livonia	MI	48152	(734) 953-1050	Wayne	sshipman@terzo.com	

Company Name	Name	Address	City	St	Zip	Phone	Web	County	Email	Call	Other
The Advisory Firm	Rupright, Lane	7450 Perry Lake Rd	Clarkston	MI	48348	(248) 620-1012		Oakland	lanerup@aol.com		
The Harbin Group, Inc.	Harbin, Sharon	19222 W Montichols	Detroit	MI	48219	(313) 838-0020		Wayne	harbgroup@aol.com		
The Showalter Group, LLC	Showalter, Matt	PO Box 220	Shepard	MI	48883	989-804-4000		Isabella	Matt@theshowaltergroup.com		
Valbridge Property Advisors	Hartman, James	2127 University Park Drive	Okemos	MI	48864	(517) 336-0001, ext 308		Ingham	jhartman@valbridge.com		
Value Midwest	Lentz, Robert	6448 Morris St.	Marlette	MI	48453	989-635-0086		Sanilac	rob@valuemidwest.com		
Value Midwest	Williams, Mark	6448 Morris St.	Marlette	MI	48453	989-635-0086		Sanilac	mark@valuemidwest.com		
Value Trends, Inc	Ellis, Michael	445 S. Livernois, Suite 104	Rochester Hills	MI	48307	248-413-5821		Oakland	mellis2449@aol.com		
Van Noord & Associates, Inc	Hassevoort, Daryl	17 E Eight Street Suite 210	Holland	MI	49423	(616) 396-6573		Ottawa	hassevoortd@gmail.com		Yellow Book Certified
Visser Appraisals, LTD	Visser, Kenneth	489 S Shore Dr	Caledonia	MI	49316	(616) 392-9600		Kent	kvisser@visserappraisals.com		
Walker Appraisals	Walker, Wendy	1221 Nicollet Mall Suite 700	Minneapolis	MN	55403	612 825-9001			wendy@walkerappraisals.com		
Wieme, Rende and Associates	Rende, Michael	560 Kirts Blvd Suite 107	Troy	MI	48084	(248) 649-3925		Oakland	wiemerende@aol.com		
Yankee Appraisal Associates	Yankee, David	2844 E Grand River Avenue	East Lansing	MI	48823	(517) 853-9900		Ingham	dyankee@tds.net		
Zachritz, Garry D	Zachritz, Garry	8482 Peninsula Drive	Traverse City	MI	49686	(231) 922-9441		Grand Traverse	garry@gdzachritz.com		

**US-12 IN/MI STATE LINE TO RED ARROW HWY PROPOSED ROAD DIET  
CITY OF NEW BUFFALO, NEW BUFFALO TOWNSHIP, BERRIEN COUNTY  
PUBLIC OPEN HOUSE – NOVEMBER 6<sup>TH</sup>, 2019  
COMMENT FORM**

***GET INVOLVED! Your comments are important.***

**\* \* \* PLEASE PRINT CLEARLY \* \* \***

Name \_\_\_\_\_ E-mail \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

***TELL US WHAT YOU THINK.***

Please use the space below and additional pages if necessary. Turn your comment form in at the public meeting. If you wish, you may mail, fax or e-mail them (see below).

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***Please return this form before you leave, mail, fax or email to:***

***Jonathon Smith  
MDOT Coloma/Kalamazoo TSC  
[smithj29@michigan.gov](mailto:smithj29@michigan.gov)  
3880 Red Arrow Highway  
Benton Harbor, MI 49022  
Fax: 269.849.1227***



Engineering • Architecture • Land Surveying

November 14, 2019

Attn: Mr. Bob Dabbs  
Village of Grand Beach  
48200 Perkins Boulevard  
Grand Beach, MI 49117  
[bdabbs@grandbeach.org](mailto:bdabbs@grandbeach.org)

**Re: Grand Beach Shorelines, Grand Beach, MI; Proposal for Construction Scoping**

Dear Mr. Dabbs:

Per our recent Village correspondence, Abonmarche is pleased to present this proposal for assisting with construction scoping for the coastal protection project at Walnut Avenue.

### **UNDERSTANDING**

State and Federal permit have been issued for the Walnut Avenue coastal protection project, as well as the nearby storm outlet project. Per our recent discussions, we understand the Village intends to work with Donkersloot and Sons to complete a reduced version of the Walnut Avenue project due to funding limitations. The Village would like Abonmarche to assist with technical input and contractor coordination to determine which portions of the project will be feasible in the short term.

### **SCOPE OF SERVICES**

We propose the following Scope of Services:

#### **Task 7 – Construction Project Scoping/Coordination**

This task includes review of project plans to determine which portions of the project should be prioritized. Abonmarche will coordinate with the Village and with Donkersloot and Sons to identify the construction scope that will fit within the budgetary restrictions of the Village, while maximizing protection. Please note that constructing a reduced version of the proposed plan will result in a reduced level of protection. Abonmarche will also review unit bid prices with regard to recent market costs to ensure costs are in-line with other similar projects.

**FEES**

We proposed to complete the above scope of services, on a time and materials basis up to a maximum budget of \$5,000.

Our actual billings will be based upon current billable rates and reimbursement for direct costs. Travel/mileage will be billed at the federal rate. If we approach the above fee estimates, we will coordinate with you prior to incurring additional efforts.

Your authorization and return of this proposal will allow us to proceed per the conditions of our previously authorized agreement.

If you have any questions or need further clarification, please feel free to contact me at our office.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Michael Morphey, PE, LEED AP  
Sr. Project Engineer/Project Manager

AUTHORIZED BY:

DATE:

\_\_\_\_\_  
(printed name and signature)

\_\_\_\_\_  
(date)

cc: Ms. Deborah Lindley  
Christopher J. Cook, PE  
Timothy R. Drews, PE, PTOE



[Print](#) | [Close Window](#)**Subject:** Kids Tennis**From:** Anne McFadden [REDACTED]**Date:** Tue, Oct 15, 2019 11:33 am**To:** clerk@grandbeach.org

Hi Mary -

Just working on confirming some tennis stuff for next summer and I realized I have to change the kids tennis schedule since golf is now Fridays too.

I'd like to reserve the courts for Saturday mornings 9-11:30 Chicago time. We'll start Saturday 6/27 and go to Saturday 8/1. This is the schedule that works best for the tennis pro's too.

Thanks!  
Anne

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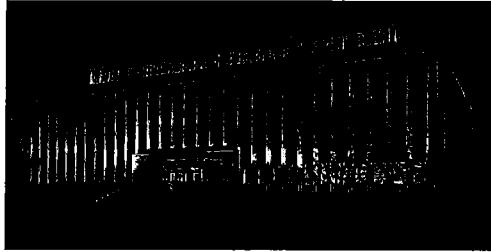


**REGULAR COUNCIL MEETING SCHEDULE  
VILLAGE OF GRAND BEACH  
48200 PERKINS BLVD  
GRAND BEACH, MI 49117  
(269) 469-3141**

January 15, 2020	July 15, 2020
February 19, 2020	August 19, 2020
March 18, 2020	September 16, 2020
April 15, 2020	October 21, 2020
May 20, 2020	November 18, 2020
June 17, 2020	December 16, 2020

**REGULAR MEETINGS WILL BE HELD  
ON THE THIRD WEDNESDAY OF THE MONTH  
7:30 P.M. EASTERN TIME**

BERRIEN COUNTY COURTHOUSE



INFORMATION SYSTEMS

811 Port Street  
St. Joseph, Michigan 49085  
Telephone: (269) 983-7111  
Ext 8604  
FAX: (269) 982-8666

October 25, 2019

Mary Robertson, Treasurer  
Grand Beach Village  
48200 Perkins Blvd  
New Buffalo, MI 49117

Dear Mary :

I have enclosed two (2) copies of the 2020-2021 Tax Agreement. The rate for 2020 is the 2019 rate plus BS&A's increase from 2019 of 1.024. The rate for 2021 will only go up from the 2020 rate by BS&A's increase from 2020, which will be 1.019. I will let you know the actual dollar amount by June 2020.

I would like to have BOTH copies of the agreement signed and sent back to me by November 29, 2019. Once I have the County signatures, I will return one of the original signed agreements for your records.

If you have any questions about this agreement or anything else, please give me a call.

Sincerely,

Dawn Marquardt  
Applications Manager

AGREEMENT BETWEEN THE VILLAGE OF GRAND BEACH  
AND  
THE BERRIEN COUNTY BOARD OF COMMISSIONERS

Now comes the VILLAGE of GRAND BEACH, a municipal corporation, hereinafter referred to as the "Local Unit"; and the Berrien County Board of Commissioners, hereinafter referred to as the "County" who hereby covenant and agree as follows:

1. That the purpose of this agreement between the parties is to provide Tax Processing service which will utilize BS&A application and software.
2. The County hereby agrees to provide, upon request, to the Local Unit, at a minimum, the following:
  - A. Standard reports contained within BS&A application
  - B. Summer, Winter, Village Tax Notices with Bar Codes (if applicable)
  - C. Change of Assessment Notices
3. The County hereby agrees that when the Local Unit does not have access to the County's BS&A Tax Application, the County will enter and process all property file data changes submitted by the Local Unit. All changes to property descriptions must be approved by the Berrien County Land Description Office.
4. It is mutually agreed by and between the parties that the Local Unit shall furnish to the County in a timely manner all necessary information and records required to provide this service and to transport such data to and from the Berrien County Courthouse. During the total duration of this contract the County agrees to be responsible for the costs of all forms referred to in paragraph two (2) and used in providing this service except for the costs of forms with special preprinting as desired by the Local Unit; these costs would be paid by the Local Unit. All special forms designed by the Local Unit must be compatible with the computerized Tax Administration System, and approved by the Director of Information Systems for the County.
5. It is further agreed that the Local Unit will be responsible for the cost, purchase, and maintenance of any communication lines and computer equipment at its location that are needed for on-line access or tax processing.
6. It is further agreed that the Local Unit will be responsible for installing any software at its location that is needed for on-line access or tax processing.
7. It is further agreed that the County will be responsible for the cost and provide to the Local Units:
  - Necessary licenses to allow access to Local Unit's Tax Information
  - Necessary sign-on to allow access to Local Unit's Tax Information
  - One sign-on for public access to all Tax Information
  - BS&A Annual Service and Support
8. It is further agreed by and between the parties that all computer programs are the personal property of the County. That further, additional programming and reports not specified in this contract may be negotiated and, upon agreement, be added to this contract.

9. It is mutually agreed by and between the parties that this agreement shall cover a period of two (2) years commencing January 1, 2020 and terminating December 31, 2021.
10. In consideration of the promises set forth, the Local Unit agrees to compensate the County for the first year (2020) of this agreement at the rate of \$425 due by June 30 of 2020.
11. In consideration of the promises set forth, the Local Unit agrees to compensate the County for the second year (2021) of this agreement at the rate of \$425 PLUS the BS&A increase from 2020 due by June 30 of 2021. Local Units will be notified of the 2020 BS&A rate increase by June of 2020.
12. It is further agreed that the County's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under this agreement per year. This shall be the Local Unit's exclusive remedy. The Local Unit further agrees that the County does not make any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.  
  
Further, the Local Unit agrees to indemnify and hold the County harmless from any and all liability to third parties incurred as the result of, or arising out of, the Local Unit's use of the services and data provided under the terms of this agreement.  
  
In no event will the County be liable for consequential damages even if the Local Unit has been advised of the possibility of such damages.
13. It is expressly agreed by and between the parties that the County shall not perform and will not be obligated to perform any act pursuant to this contract that is contrary to either Federal or Michigan law. The determination of the legality of any act to be performed pursuant to this contract will be made by the County in its sole discretion and said determination shall be binding on the Local Unit.

WITNESSES:

VILLAGE OF GRAND BEACH

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BERRIEN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_

BY: \_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_

BY: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

**VILLAGE OF GRAND BEACH**  
**COUNTY OF BERRIEN - STATE OF MICHIGAN**  
**RESOLUTION NO. 2019-08**

**A RESOLUTION ELECTING TO COMPLY WITH THE PROVISIONS OF PUBLIC ACT 152 OF 2011 BY EXERCISING THE VILLAGE'S RIGHT TO EXEMPT ITSELF FROM THE REQUIREMENTS OF THE ACT FOR THE NEXT SUCCEEDING YEAR.**

At a Regular Meeting of the Village Council, of the Village of Grand Beach, County of Berrien, State of Michigan, held in the Village Hall, 48200 Perkins Boulevard, Grand Beach, Michigan on the 20th day of November, 2019, at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: Council Members:

ABSENT:

The following preamble and resolution was offered by Council Member

\_\_\_\_\_ and supported by Council Member  
\_\_\_\_\_.

**WHEREAS**, on September 27, 2011 the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Public Acts of Michigan of 2011 ("Act 152"), became effective in the State of Michigan; and

**WHEREAS**, Act 152 establishes standards and a process with respect to medical benefit plans offered by public employers; and

**WHEREAS**, the Village of Grand Beach has historically recognized, in its role as steward for the public funds entrusted to it, that it must efficiently manage those limited resources; and

**WHEREAS**, the Village of Grand Beach constantly engages in a review of expenditures in order to maximize the value it receives for goods and services; and

**WHEREAS**, the Village Council of the Village of Grand Beach believes that, as the elected representatives for the Village of Grand Beach and answerable directly to the Village's voters, it is best positioned to determine what benefits (including medical benefits) should be offered in order to attract and retain the best qualified Village employees at the lowest overall costs; and

**WHEREAS**, the Village Council of the Village of Grand Beach further believes that compensation determinations for Village employees are most properly the responsibility of the Village's elected representatives, and not the State of Michigan or its officials; and

**WHEREAS**, to express its support for home rule government and to recognize that it is the Village Council's duty to manage Village affairs in order to be most responsive to Village voters, taxpayers and residents;

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Section 8 of Act 152, the Village of Grand Beach does hereby exempt itself from the requirements of Act 152 for the next succeeding year.

All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
MARY J. ROBERTSON, Village Clerk

#### **CERTIFICATION**

I, MARY J. ROBERTSON, duly appointed Village Clerk in and for the Village of Grand Beach, County of Berrien, State of Michigan, do certify that the foregoing Resolution is a true and exact copy of a Resolution adopted by the Village Council during its regular meeting, held November 20, 2019, and that said Meeting was conducted and public notice of said meeting was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the Minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
MARY J. ROBERTSON, Village Clerk

VILLAGE OF GRAND BEACH  
BUDGET AMENDMENT  
MAJOR STREETS 2019-2020  
MEETING ON NOVEMBER 20, 2019

<b>Revenue Accounts</b>			
<b>Account #</b>	<b>Account Name</b>	<b>Inc (+) Decr. (-)</b>	<b>Amount</b>
<b>Total Change in Revenue:</b>			<b>0</b>
<b>Expense Accounts</b>			
<b>Account #</b>	<b>Account Name</b>	<b>Inc (+) Decr. (-)</b>	<b>Amount</b>
463.945	Routine Maint. - Non-Motorized Facilities	+	15,000.00
<b>Total Change in Expenses:</b>			<b>15,000.00</b>
<b>Net Effect on Budget:</b>			<b>15,000.00</b>

This budget amendment is for the last payment for the non-motorized path along Royal Avenue from the arch t