

**ELECTRONIC (VIRTUAL) COUNCIL MEETING NOTICE**  
**VILLAGE OF GRAND BEACH**  
**48200 PERKINS BLVD., GRAND BEACH, MI**  
**WEDNESDAY, DECEMBER 16, 2020**  
**6:30 P.M. (CST) – 7:30 P.M. (EST)**

THE VILLAGE OF GRAND BEACH COUNCIL, in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, (MCL 15.264), and pursuant to the provisions of enrolled Senate Bill 1108 amending the Open Meetings Act to meet remotely, hereby gives notice of a Council meeting to be held electronically due to the COVID-19 pandemic.

The Village Hall will not be open during the meeting, so you will need to attend the meeting electronically.

There will be a limited amount of time at the start of the meeting for the public to speak on agenda items since we will not be taking comments on agenda items during the meeting. The public will be allowed to speak to other topics during the audience recognition portion of the meeting.

- If you would like to speak about an agenda item at the start of the meeting or would like to speak during the audience participation portion of the meeting, please send an email prior to 3:00 p.m. EST on December 16, 2020 to [clerk@grandbeach.org](mailto:clerk@grandbeach.org) stating your name, Grand Beach address, which agenda item you would like to speak about, or that you would like to speak during audience participation and include Council Meeting in the subject line of the email. Contact the clerk with any questions.
- Council members may be contacted by email with any questions or input regarding the agenda. Email addresses can be found at [grandbeach.org](http://grandbeach.org).

We are asking you to send an email if you plan to speak so that the moderator of the meeting will be able to call on those that wish to speak when the time comes during the meeting.

**INSTRUCTIONS ON HOW TO JOIN THE ELECTRONIC (VIRTUAL) MEETING**

Please join my meeting from your computer, tablet, or smartphone.

<https://global.gotomeeting.com/join/415166181>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122

- One-touch: tel:+16467493122,,415166181#

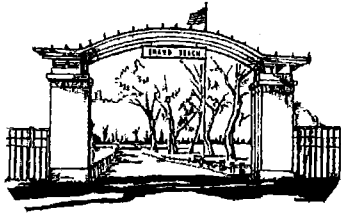
Access Code: 415-166-181

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/415166181>

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 email at [clerk@grandbeach.org](mailto:clerk@grandbeach.org) or calling 269-469-3141.

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



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

**AGENDA FOR REGULAR COUNCIL MEETING  
ELECTRONIC (VIRTUAL) MEETING**

**DECEMBER 16, 2020  
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 Minutes, November 18, 2020
    - ii. Special Council Minutes, December 5, 2020
  - b. Pay Bills with Written Additions
4. Comments on Agenda Items
5. Presentations/Recognition
6. Public Hearing
7. 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
8. Personnel Reports
  - a. Superintendent - Bob Dabbs
  - b. Police Chief - Ryan Layman
  - c. Building Inspector - Bill Lambert
9. Unfinished Business

AGENDA (CONTINUED)  
REGULAR ELECTRONIC (VIRTUAL) COUNCIL MEETING  
DECEMBER 16, 2020

10. New Business

- a. Request Use of Pine Beach Access - 46039 Lake View Avenue
- b. Tim Sheahan – Request to Vacate Portion of Wildwood Avenue
- c. Memorandum of Understanding – Ely Avenue Water Lines
- d. Memorandum of Understanding – Lake Park Drive Beach Access
- e. COVID-19 Remote Work Policy
- f. Health Insurance – Medicare Advantage
- g. Police Department Office
- h. Leaves
- i. Pick-Up Truck Bids
- j. Planning Commission Annual Report
- k. Short Term Rental Survey

11. Audience Recognition

12. Correspondence

- a. Robert Keegan – Short Term Rental Survey

13. Adjournment

**VILLAGE OF GRAND BEACH  
REGULAR COUNCIL MEETING (HELD ELECTRONICALLY)  
NOVEMBER 18, 2020**

**CALL TO ORDER**

Village Clerk-Treasurer Mary Robertson called the electronic (virtual) regular council meeting to order at 7:30 p.m. EST.

Robertson read the following information regarding the remote meeting:

This meeting is being held remotely due to the COVID-19 pandemic under Senate Bill 1108 which was recently passed. All Council members should identify themselves prior to speaking so that everyone is aware of who is speaking. The President of the Council will read all of the agenda items as we go along for those that can't see the agenda.

There will be two times when the public can speak.

- The first time will be during "comments on agenda items".
- The second time is "audience recognition" where you can speak about any concerns.
- All audience members will be muted until it is time for them to speak.
- Please identify yourself before speaking.

**ROLL CALL – IN ATTENDANCE**

James Bracewell – Arrived to the meeting at 7:36 PM EST. Attending remotely from Grand Beach, Michigan  
Paul Leonard – Attending remotely from Grand Beach, Michigan  
Deborah Lindley – Attending remotely from Parker, Colorado  
Blake O'Halloran - Attending remotely from Grand Beach, Michigan  
Steve Slater - Attending remotely from Chandler, Arizona

**ADOPT AGENDA**

Slater moved, seconded by Leonard to adopt the November 18, 2020 agenda as presented.

**Roll Call Vote**

Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Not in attendance for this roll call vote.

Motion carried unanimously 4-0.

**CERTIFICATION OF ELECTION RESULTS**

Robertson announced that the Certification of Election Results has been received from the Board of Canvassers showing the following results:

**Village Council Member Four-Year Term (2 winners)**

James Bracewell	107
Blake O'Halloran	149
Harry Walder	105

Robertson congratulated Bracewell and O'Halloran for being reelected to the Council.

Regular Council Meeting – November 18, 2020

**ADOPT CONSENT AGENDA**

- a. Approve Village Council Minutes:
  - Regular Council Meeting, September 16, 2020
  - Regular Council Meeting, October 21, 2020
- b. Pay Bills with Written Additions

Leonard moved, seconded by Lindley to adopt the consent agenda as presented.

**Roll Call Vote**

Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye

Motion carried unanimously 5-0.

**COMMENTS ON AGENDA ITEMS**

None

**PRESENTATIONS/RECOGNITION**

None

**PUBLIC HEARINGS**

None

**NOMINATION OF OFFICERS**

**a. President of Council**

Bracewell moved, seconded by Leonard to nominate Lindley as president. With no other nominations, Deborah Lindley was named president unanimously by a roll call vote.

**Roll Call Vote**

Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye

**b. President Pro Tem**

Bracewell moved, seconded by Slater to nominate O'Halloran as president pro tem. With no other nominations, Blake O'Halloran was named president pro tem unanimously by a roll call vote.

**Roll Call Vote**

Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye

## Regular Council Meeting – November 18, 2020

Deborah Lindley        Aye  
Blake O'Halloran       Aye

Motion carried unanimously 5-0.

### APPOINTMENT OF OFFICIALS

Lindley moved, seconded by O'Halloran to appoint the following officials:

Mary Robertson – Clerk-Treasurer  
James Bracewell - Building & Zoning Commissioner  
Steve Slater - Parks Commissioner and Beach Commissioner  
Paul Leonard - Street Commissioner and Water Commissioner  
Debbie Lindley - Police Commissioner  
Blake O'Halloran - Golf and Pro Shop Commissioner

### Roll Call Vote

James Bracewell        Aye  
Paul Leonard            Aye  
Deborah Lindley        Aye  
Blake O'Halloran        Aye  
Steve Slater             Aye

Motion carried unanimously 5-0.

### COMMISSION REPORTS

**PARKS & BEACHES:** Slater said the Village is working on a drainage project in Fifteen Acres and owns two parcels of land designated as park areas on Anna Livia Way. He received a petition from a resident suggesting putting a gazebo, benches and landscaping in the park area. He doesn't know what the results were from the petition, and is waiting to hear from the resident. He said we'll give it some thought and see if the parcels are dry in the spring.

**STREETS & WATER:** Leonard said that contractors doing revetment work in the Eiffel Towers area continue to damage Lake Park and Robin Lane, and he continues to monitor it. He said that there was damage done recently by a piece of equipment that uses tracks rather than tires. He said Superintendent Bob Dabbs and maybe Police Chief Ryan Layman will have to talk to the contractor about road repairs.

Leonard told Council members that he has prepared a Memorandum of Understanding (MOU) which was sent out to Council members earlier in regards to water lines located on private property on Ely Avenue. He would like to discuss the MOU at the December meeting. Attorney Sara Bell will review the document before it is presented to the property owner.

**POLICE:** Lindley said that if anyone is experiencing COVID-19 symptoms and need emergency help, they should call 9-1-1 and our police officer will direct the ambulance to their location for medical assistance. She said we recently had an officer who came into contact with a homeowner with COVID-19, and then had to quarantine for 14 days. She said the Village has limited officers, so we need them to remain healthy so that they are available to protect the Village.

**PRO SHOP & GOLF COURSE:** O'Halloran said that with the COVID pandemic, golf play across the country has increased.

## Regular Council Meeting – November 18, 2020

He said Grand Beach had the best year ever with an increase of more than 4,000 rounds compared to 2019 which was a good year. He expects more people to play golf in the future as new golfers became interested in the game during the pandemic.

### **SERVISCAPE REPORT**

Clay Putnam said that the fairways have been aerified, and they are finishing up leaf clean-up. They repaired four irrigation leaks over the last month. They came in almost \$29,500 under budget for the year, less fuel use for October.

### **PERSONNEL REPORTS**

**SUPERINTENDENT:** In addition to his written report, Superintendent Bob Dabbs said that they continue to pick up leaves. He said the drainage project is about a week behind schedule due to COVID issues with the contractor's help. He said he is always in contact with contractors doing the revetment work and continuously reminds them that they will have to pay for repair to the streets that they have damaged.

**POLICE CHIEF:** In addition to his written report, Police Chief Ryan Layman said they had 49 complaints in October and November is shaping up to be an even busier month. He has been working with Lexipol on the policy and procedures and was surprised to find out just how involved it is. Lexipol told him it normally takes about six months to get everything completed and ready for use.

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

### **UNFINISHED BUSINESS**

None

### **NEW BUSINESS**

#### **ADDITIONAL APPRAISAL - 42 ACRES**

Lindley explained the procedure regarding the appraisals for the 42 Acres and grant award, stating that she has been working with the state to increase the approved grant award of \$1,200,000. She recently sent them a comparable sale of a parcel which is a little over an acre on Marquette Drive that sold for \$1,250,000. She said comparable sales can help increase the grant award if the state agrees to it.

The Council discussed the four appraisals that have been done ranging in value from \$1,250,000 to an appraisal that the seller had done that appraised at \$3,200,000. After much discussion, it was decided that the Council didn't feel a need to spend any more money on additional appraisals. Lindley said she will contact Sid Mathias of Grand Beach Land Development to let him know that if they want to pay for an additional survey and can find additional comparable properties, they can do so, but the Village is not willing to pay for any part of the survey.

#### **RESOLUTION TO OPT OUT OF PA 152 OF 2011**

Lindley moved, seconded by Bracewell to adopt resolution #2020-07 to opt out of PA 152 of 2011.

Roll Call Vote	
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye

Regular Council Meeting – November 18, 2020

Motion carried unanimously 5-0.

**ANNUAL SALARY ADJUSTMENTS**

O'Halloran said that based on the golf season that we had and the fact that pro shop employees went out of their way to make sure we didn't have any incidences with COVID-19, he would like to recognize them with an end of year salary adjustment. Lindley moved, seconded by O'Halloran to approve the annual salary adjustments as presented for all employees.

Roll Call Vote

Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye

Motion carried unanimously 5-0.

**HEALTH INSURANCE COVERAGE – LAID-OFF AND DISABILITY**

Lindley explained that with the new health insurance provider, the Council needs to decide how long the Village will cover health insurance costs for employees that are laid off or disabled in the future. She said it is important to be consistent.

Slater moved, seconded by O'Halloran to continue to pay employee's health insurance costs for 90 days if they are laid off or on disability.

Roll Call Vote

Steve Slater	Aye
James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye

Motion carried unanimously 5-0.

**2021 MEETING SCHEDULE**

Lindley moved, seconded by Leonard to approve the 2021 meeting schedule as presented with meetings being held on the third Wednesday of each month at 7:30 p.m. EST.

Roll Call Vote

James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye

Motion carried unanimously 5-0.

**REVISED COVID-19 PREPAREDNESS AND RESPONSE PLAN**



Regular Council Meeting – November 18, 2020

Lindley said that Village Clerk-Treasurer Mary Robertson has updated the COVID-19 Preparedness and Response Plan. She said things are changing daily and weekly and all we can do is remain compliant with OSHA and the state. She said the old plan required two negative test results in order to return to work, and the state has changed this and no longer requires negative tests.

The plan requires the Council to determine the job risk exposure for the different departments. The following risk exposure was determined:

- Higher risk – Law enforcement
- Medium risk – Golf and Pro Shop employees
- Lower Risk – Office and Maintenance employees

Lindley moved, seconded by Leonard to accept the changes and approve the COVID-19 Preparedness and Response Plan.

Roll Call Vote

Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye
James Bracewell	Aye

Motion carried unanimously 5-0.

**AUDIENCE RECOGNITION**

None

**CORRESPONDENCE**

None

**ADJOURNMENT**

Lindley moved, seconded by O'Halloran to adjourn the meeting.

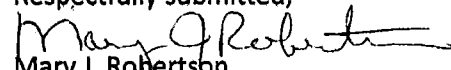
Roll Call Vote

James Bracewell	Aye
Paul Leonard	Aye
Deborah Lindley	Aye
Blake O'Halloran	Aye
Steve Slater	Aye

Motion carried unanimously 5-0.

With no further business, the meeting was adjourned at 9:00 p.m. EST.

Respectfully submitted,

  
Mary J. Robertson  
Clerk-Treasurer

**VILLAGE OF GRAND BEACH  
SPECIAL COUNCIL MEETING  
DECEMBER 5, 2020**

Council President Deborah Lindley called the electronic (virtual) Special Council Meeting to order at 10:02 a.m. EST.

Lindley read the following information regarding the remote meeting:

This meeting is being held remotely due to the COVID-19 pandemic under Senate Bill 1108 which was recently passed. All Council members should identify themselves prior to speaking so that everyone is aware of who is speaking. The President of the Council will read all of the agenda items as we go along for those that can't see the agenda.

There will be two times when the public can speak.

- The first time will be during "comments on agenda items".
- The second time is "audience recognition" where you can speak about any concerns.
- All audience members will be muted until it is time for them to speak.
- Please identify yourself before speaking.

**ROLL CALL – IN ATTENDANCE**

James Bracewell – Attending remotely from Grand Beach, Michigan

Paul Leonard – Arrived to the meeting at 10:07 a.m. EST. Attending remotely from Grand Beach, Michigan

Deborah Lindley – Attending remotely from Grand Beach, Michigan

Blake O'Halloran - Attending remotely from Ana Marie, Florida

Steve Slater - Attending remotely from Grand Beach, Michigan

**ADOPT AGENDA**

Lindley moved, seconded by Bracewell to adopt the agenda as presented.

**Roll Call**

Paul Leonard Jr.            Not in attendance for adoption of agenda.

Deborah Lindley            Aye

Blake O'Halloran            Aye

Steve Slater                Aye

James Bracewell            Aye

Motion carried 4-0.

**COMMENTS ON AGENDA ITEMS**

None

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

**DRAIN REPAIR – EAST MCKEAN DRIVE**

Superintendent Bob Dabbs told the Council that a homeowner on East McKean Drive is doing beach revetment work which has failed in the past. The Village has had problems in the past with the drain pipe that runs between this property and the neighbor's property. He said that Oselka Constructors are proposing to install a

Special Council Meeting – December 5, 2020

series of manholes to collect water as it comes down and connect the outlet pipe going to the beach which will be covered in riprap and armor stone to protect it. He trusts that they will do the job right and we will never have to deal with it again.

There was discussion regarding previous work to the drain and the necessity to repair the drain.

Leonard moved, seconded by O'Halloran to approve an expenditure of up to \$8,000 to make the necessary repairs to the drain.

Roll Call

Deborah Lindley        Aye  
Blake O'Halloran        Aye  
Steve Slater            Aye  
James Bracewell        Aye  
Paul Leonard            Aye

Motion carried unanimously 5-0.

**BUDGET AMENDMENT – LOCAL STREET FUND FY 2020-2021**

Lindley moved, seconded by Bracewell to approve a budget amendment to the Local Street Fund for fiscal year 2020-2021 as presented.

Roll Call

Blake O'Halloran        Aye  
Steve Slater            Aye  
James Bracewell        Aye  
Paul Leonard            Aye  
Deborah Lindley        Aye

Motion carried unanimously 5-0.

**AUDIENCE RECOGNITION:**

None

**ADJOURNMENT**

Lindley moved, seconded by Leonard to adjourn the meeting.

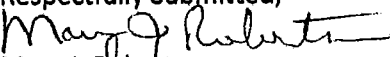
Roll Call

Steve Slater            Aye  
James Bracewell        Aye  
Paul Leonard            Aye  
Deborah Lindley        Aye  
Blake O'Halloran        Aye

Motion carried unanimously 5-0.

With no further business, the meeting was adjourned at 10:20 a.m. EST.

Respectfully Submitted,

  
Mary J. Robertson  
Clerk-Treasurer

**BILLS THAT ARRIVED AFTER ORIGINAL LIST****12/18/20**GENERAL FUND

Aramark	Floor Mats	66.00
Blue Cross Blue Shield	December Premium	7,754.74
Comcast	11/14 to 12/13 Service Office	96.10
	Police/Garage	193.18
IN Mich Power	Street Lights/December	586.86
Semco	10/23 to 11/23 Service Garage & Hall	214.75
Verizon	11/8 to 12/7 Service	<u>38.23</u>
		8,949.86

GOLF FUND

Aramark	Floor Mats	102.00
Comcast	11/14 to 12/14 Service	64.08
Semco	10/23 to 11/23 Service	20.47
Verizon	11/8 to 12/7 Service	25.64
		<u>926.00</u>
		1,138.19

WATER FUND

Comcast	11/14 to 12/13 Service	30.00
IN Mich Power	10/3 to 11/12 Service	237.82
Semco	10/23 to 11/23/20 Service	48.76
Verizon	11/8 to 12/7 Service	<u>38.23</u>
		354.81

**ACH – ELECTRONIC PAYMENTS**GENERAL FUND

Direct Deposit Payroll	11/19, 12/03 Payroll	25,702.67
Payroll Taxes	11/19, 12/03 Payroll	7,691.14
MERS	November W/H	2,302.04
State of Michigan	Nov. W/H	<u>1,041.95</u>
		36,737.80

GOLF FUND

Horizon Bank	Credit Card Fees	<u>256.42</u>
		256.42

WATER FUND

Horizon Bank	November Service Fee	<u>107.60</u>
		107.60

2:13 PM  
12/11/20

Village of Grand Beach-General Fund  
**OPEN INVOICE REPORT**  
As of December 11, 2020

Type	Date	Num	Memo	Split	Open Balance
<b>AALF'S PETROLEUM INC.</b>					
Bill	11/09/2020	47946		000.111 · Gasoline Inventor...	620.23
Bill	11/09/2020	47947		000.111 · Gasoline Inventor...	318.06
Total AALF'S PETROLEUM INC.					938.29
<b>DALE POWELL</b>					
Bill	12/09/2020		TELEPHONE ALLOWANCE	266.850 · Telephone & Inter...	50.00
Total DALE POWELL					50.00
<b>GRAND BEACH AUTO</b>					
Bill	11/24/2020	22894	WINDSHIELD WASHER PUM...	-SPLIT-	191.19
Total GRAND BEACH AUTO					191.19
<b>INDIANA MICHIGAN POWER</b>					
Bill	12/03/2020		11/3-12/3	265.920 · Utilities	275.90
Bill	12/03/2020		11/3-12/3	266.920 · Utilities	192.02
Total INDIANA MICHIGAN POWER					467.92
<b>LEXIPOL LLC</b>					
Bill	11/14/2020	8543	LAW INFORCEMENT POLICIE...	300.956 · Miscellaneous PD	1,853.25
Total LEXIPOL LLC					1,853.25
<b>LOWE'S</b>					
Bill	11/30/2020	8076...	4 TOOL COMBO & PARTS	-SPLIT-	482.35
Bill	12/01/2020	5784...	IMPACT WRENCH	-SPLIT-	189.05
Total LOWE'S					671.40
<b>METLIFE - GROUP BENEFITS</b>					
Bill	12/09/2020		TS05945291 0001	855.855 · Life & Disability In...	503.06
Total METLIFE - GROUP BENEFITS					503.06
<b>MICHIGAN STATE POLICE-BFS-CASHIERS OFFICE</b>					
Bill	11/18/2020	551-...	STATEWIDE RECORDS MGM...	300.776 · Police - Equip. & ...	700.00
Total MICHIGAN STATE POLICE-BFS-CASHIERS OFFICE					700.00
<b>NAPA AUTO PARTS</b>					
Bill	12/02/2020	5849...	PARTS	266.778 · Repairs & Maint ...	31.54
Total NAPA AUTO PARTS					31.54
<b>NEW BUFFALO HARDWARE</b>					
Bill	11/12/2020	A168...	CLEANER	266.778 · Repairs & Maint ...	14.37
Total NEW BUFFALO HARDWARE					14.37
<b>NEW BUFFALO TOWNSHIP TREASURER</b>					
Bill	12/01/2020		TAXES 11-39-0500-0020-00-1 ...	265.956 · Miscellaneous	483.00
Total NEW BUFFALO TOWNSHIP TREASURER					483.00

2:13 PM  
12/11/20

Village of Grand Beach-General Fund  
**OPEN INVOICE REPORT**  
As of December 11, 2020

Type	Date	Num	Memo	Split	Open Balance
<b>QUILL</b>					
Credit	12/08/2020	1206...	TONER RETURNED	215.727 · Office Supply	-125.69
Bill	11/27/2020	1255...	TONER, MONITORS, PAPER, ...	215.727 · Office Supply	487.27
Total QUILL					361.58
<b>REPUBLIC SERVICES</b>					
Bill	11/30/2020	0715...	3-0715-1003848 DECEMBER	520.818 · Contractual Servi...	4,505.00
Total REPUBLIC SERVICES					4,505.00
<b>THE TECH OF SOUTHWEST MICHIGAN</b>					
Bill	12/02/2020	27359	FIREWALL & WIFI JANUARY	-SPLIT-	132.67
Total THE TECH OF SOUTHWEST MICHIGAN					132.67
<b>TIM PENDERGAST</b>					
Bill	12/09/2020		TELEPHONE ALLOWANCE	266.850 · Telephone & Inter...	50.00
Total TIM PENDERGAST					50.00
<b>VILLAGE OF GRAND BEACH WATER DEPT.</b>					
Bill	12/07/2020		HALL	265.920 · Utilities	156.50
Bill	12/07/2020		GARAGE	266.920 · Utilities	156.50
Total VILLAGE OF GRAND BEACH WATER DEPT.					313.00
<b>VILLAGE OF MICHIANA</b>					
Bill	12/09/2020		POLICE SERVICES FEBRUARY	300.818 · Contractual Servi...	2,500.00
Total VILLAGE OF MICHIANA					2,500.00
<b>TOTAL</b>					<b>13,766.27</b>

1:44 PM  
12/11/20

Village of Grand Beach - Water Fund  
**OPEN INVOICE REPORT**  
As of December 11, 2020

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Type	Date	Num	Memo	Split	Open Balance
<b>GARRETT LABORATORIES, INC.</b>					
Bill	12/01/2020	76229	WATER SAMPLES	801.000 · Profession...	100.00
Total GARRETT LABORATORIES, INC.					100.00
<b>INDIANA MICHIGAN POWER</b>					
Bill	12/03/2020		11/3-12/3	920.000 · Utilities	25.20
Bill	12/03/2020		11/3-12/3	920.000 · Utilities	80.17
Bill	12/03/2020		11/3-12/3	920.000 · Utilities	73.48
Total INDIANA MICHIGAN POWER					178.85
<b>MICHIANA WATER AUTHORITY</b>					
Bill	12/01/2020		12/1/2020 READING	927.000 · Water Pur...	6,552.91
Total MICHIANA WATER AUTHORITY					6,552.91
<b>TOTAL</b>					<b>6,831.76</b>

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1:22 PM  
12/11/20

Village of Grand Beach-Golf Fund  
**OPEN INVOICE REPORT**  
As of December 11, 2020

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Split</u>	<u>Open Balance</u>
<b>INDIANA MICHIGAN POWER</b>					
Bill	12/03/2020		11/3-12/3	000.920 · Utilities	<u>46.12</u>
Total INDIANA MICHIGAN POWER					46.12
<b>SERVISCAPE</b>					
Bill	11/30/2020		NOVEMBER	-SPLIT-	<u>10,110.72</u>
Total SERVISCAPE					10,110.72
<b>THE TECH OF SOUTHWEST MICHIGAN</b>					
Bill	12/02/2020	27359	FIREWALL JANUARY	000.818 · Contractual ...	<u>34.33</u>
Total THE TECH OF SOUTHWEST MICHIGAN					<u>34.33</u>
<b>TOTAL</b>					<u><u>10,191.17</u></u>



1:48 PM

12/11/20

Village of Grand Beach - Building Inspection Fund

**OPEN INVOICE REPORT**

As of December 11, 2020

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Split</u>	<u>Open Balance</u>
<b>WILLIAM H. LAMBERT</b>					
Bill	12/11/2020		INSPECTIONS	000.500 · Building Inspection Fees	<u>711.76</u>
Total WILLIAM H. LAMBERT					<u>711.76</u>
<b>TOTAL</b>					<u><u>711.76</u></u>

2:06 PM

12/11/20

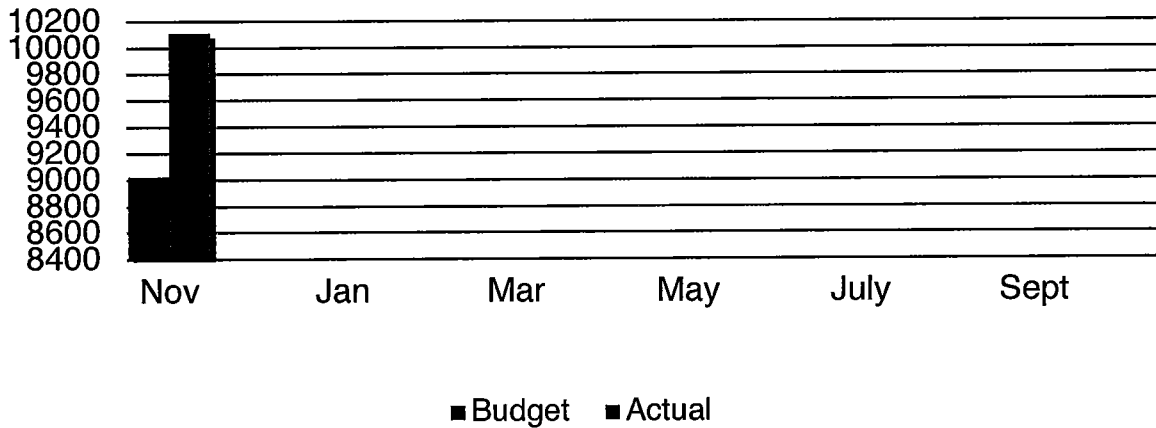
Village of Grand Beach - Capital Projects Fund

**OPEN INVOICE REPORT**

As of December 11, 2020

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Type	Date	Num	Memo	Split	Open Balance
<b>FIFTH THIRD BANK MASTERCARD</b>					
Bill	11/24/2020		DUMP TRUCK LIGHTS	801.716 · Dump/Plow Tr...	<u>479.92</u>
Total FIFTH THIRD BANK MASTERCARD					<u>479.92</u>
<b>SHAFFNER TIRE SERVICES, INC.</b>					
Bill	12/07/2020	0014156	TIRES-LEAF UNIT	801.732 · Leaf Vacuum ...	<u>470.42</u>
Total SHAFFNER TIRE SERVICES, INC.					<u>470.42</u>
<b>TOTAL</b>					<u><u>950.34</u></u>



December 16, 2020

Dear Grand Beach Council,

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

Financial

Year to date we are \$1,086 over budget.

Course News & Conditions

- Leaf cleanup is complete.
- The irrigation system winterization is complete.
- The greens have been treated for winter snow mold.
- Winter equipment maintenance is ongoing.

Respectfully Submitted,

*Clay Putnam*  
*ServiScape, LLC*

## SUPERINTENDENT'S REPORT

December 10, 2020

### HALL - GROUNDS - MAINTENANCE GARAGE

Cleaned Maintenance garage.

### STREETS - PARKS - BEACHES

Weekly Brush and Bag Pickup.

Cleaned out storm drains.

Maintenance department collecting leaves in the Village.

Purchased road salt for this winter.

### WATER DEPARTMENT

Sampled water November 25, 2020 and took to New Buffalo water treatment plant for analysis.

Submitted monthly reports for November readings to State of Michigan on December 10, 2020.

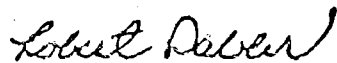
Residential water meters were read for October and November billing.

Collected required lead and copper samples.

### EQUIPMENT

Service, Oil and grease equipment.

Respectfully Submitted



Robert Dabbs  
Superintendent

# Grand Beach/Michiana Police Offense Summary

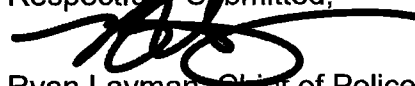
## Occurred 11/1/2020 - 11/30/2020

Offense	Total Offenses
2399 - 23007 - Larceny (Other)	2
2607 - 26001 - Fraud - False Statements	1
2609 - 26007 - Fraud - Identity Theft	1
2999 - 29000 - Damage to Property (other)	1
5308 - 53002 - False Fire Alarm	1
5560 - 55000 - Dog Law Violations	1
5561 - 55000 - Animals at Large	1
73001 - 7300 - Ordinance Violation	1
8027 - 54002 - Operating with Blood Alcohol Content of .17% or more	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	7
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	1
9953 - 99008 - Miscellaneous - General Assistance	3
9954 - 99008 - Miscellaneous - Assist to Fire Department	5
9954 - 99009 - Miscellaneous - Non-Criminal	3
9955 - 99008 - Miscellaneous - Assist to EMS	6
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	2
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	14
<b>Total</b>	<b>51</b>

I wanted to thank Officer Severn for arresting a drunk driver that nearly sideswiped the police car while she was on patrol.

We had a few frauds involving Craigslist, please make sure you know what websites your rental home is on.

Respectfully Submitted,



Ryan Layman, Chief of Police

VILLAGE OF GRAND BEACH  
 MONTHLY BUILDING INSPECTION REPORT  
 PREPARED BY BILL LAMBERT  
 DECEMBER 16, 2020

PERMIT#	NAME/ADDRESS	WORK TO BE DONE	COST
2018-20	HUNTER 48305 Rohde Ct Framing	NEW HOME	\$111,748
2019-23	KOSTINER 50236 Marjeanette Need EGLE Ok	NEW POOL	XXXX
2020-02	DAVID Lot #19 Main Finishing	NEW HOME	\$464,200
2020-16	VANECKO 50003 Calla Ave Finishing	REHAB HOUSE	\$478,000
2020-21	FAUL 47106 Oak Finished	INTERIOR REPAIR	\$25,000
2020-22	MIZ 48017 Ridge Rd Started	REHAB AND GARAGE	\$583,932
2020-23	KENNY 48106 W McKean Finishing	NEW POOL	\$82,500
2020-24	LUCAS 45317 Fairway Finished	NEW POOL	\$106,000
2020-26	RIDDIFORD 51110 Lake Park Started	REMODEL	\$350,000
2020-27	KERN 51216 E Arnold Next fall	NEW POOL	\$40,000
2020-28	MARONEY 32118 Lake Park Started	REROOF/SIDING/WDO	\$140,000

2020-29	COYNE 46106 Ely Finishing	REHAB	\$25,000
2020-30	CORVINO 41700 Oak Finishing	FINISH HSE	\$200,000
2020-31	KLEINMAN 50231 Marjeanette Starting	NEW POOL	\$100,675
2020-32	SEBASTIAN 47116 Pine Finished	GENERATOR	\$7931
2020-33	BYRNES 46104 Whitewood Started	DECK	\$62,981
2020-34	GRISSOM 50106 Alpine Started	REHAB	\$400,000
2020-35	JOYCE 48103 W McKean Started	REPAIRS	\$50,000
2020-36	CALLAHGHAN 52301 Robin Started	NEW POOL	\$60,000
2020-37	RUDOLPH 46212 Perkins Started	REROOF	\$7877

## Public Access Use Request

Bill McLinden [REDACTED]  
Wed 12/9/2020 9:12 AM

To: clerk grandbeach.org, Stan Bobak, Stella Bobak, Town Of Michiana Bill Lambert, Blake O'Halloran, Shem Khalil

Mary,

Per our conversation, I am writing on behalf of Stan and Stella Bobak (the new owners of 46039 Lakeview who are also copied on this email) with regards to getting placed on the Village of Grand Beach monthly meeting on December 16, 2020.

Stan and Stella have engaged Global Engineering to finalize construction drawings for a new retaining wall on the lakeside of the house that will replace the existing retaining wall. This new retaining wall will not require any variance requests. Last week I provided you with both an electronic copy as well as 8 hard copies.

On behalf of the Bobak's we are writing to ask permission to use the public access between 46039 Lakeview and 47001 Lakeview to bring material and equipment to demolish the existing retaining wall and to construct the new retaining wall.

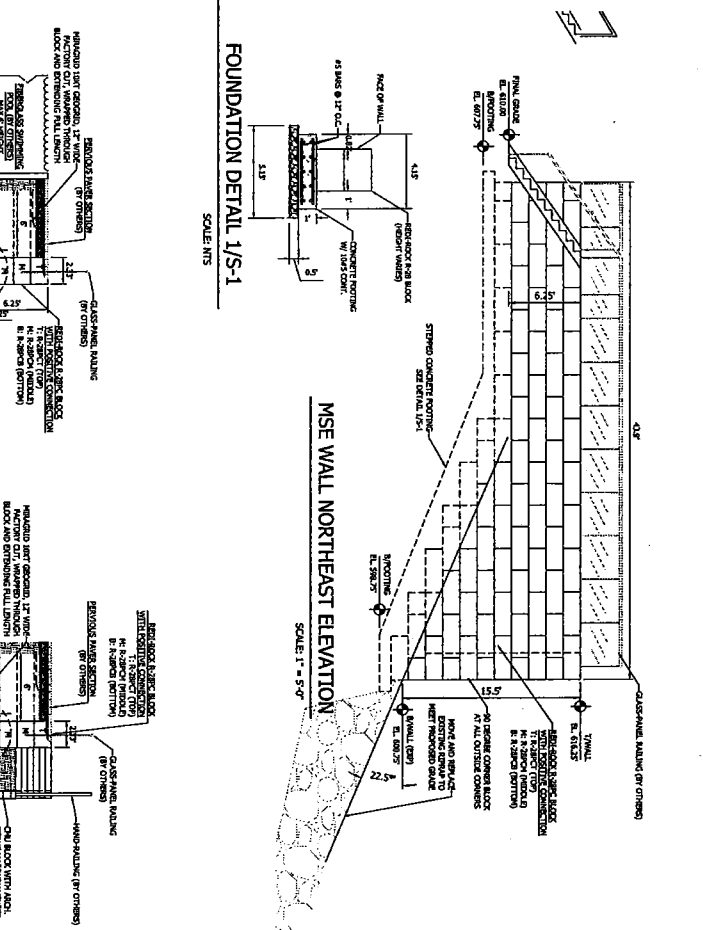
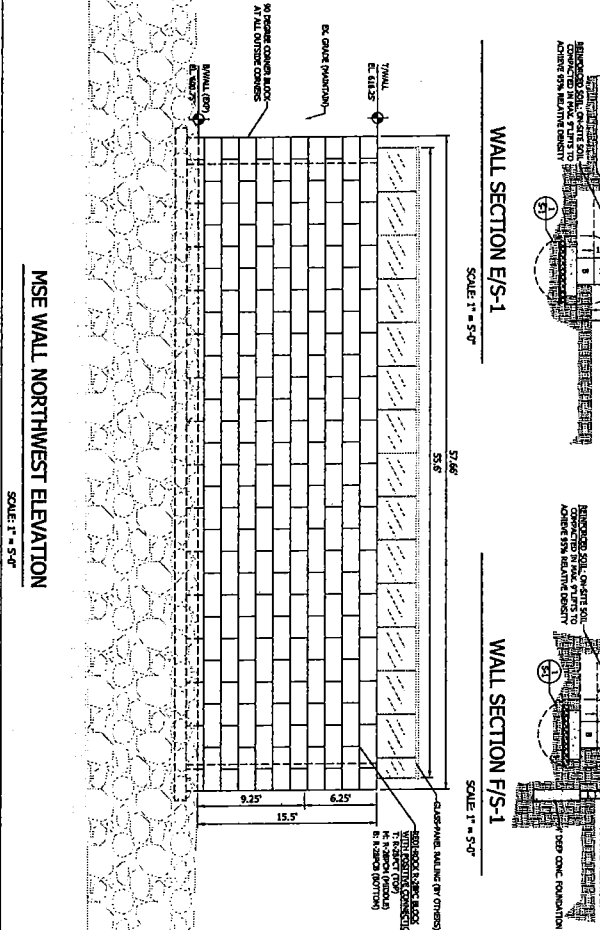
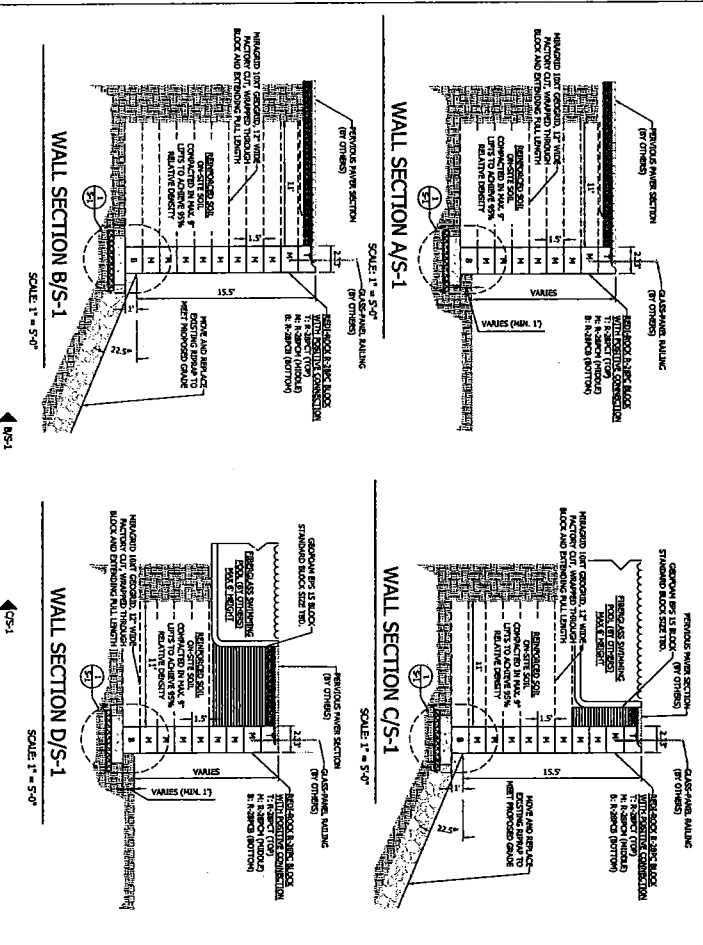
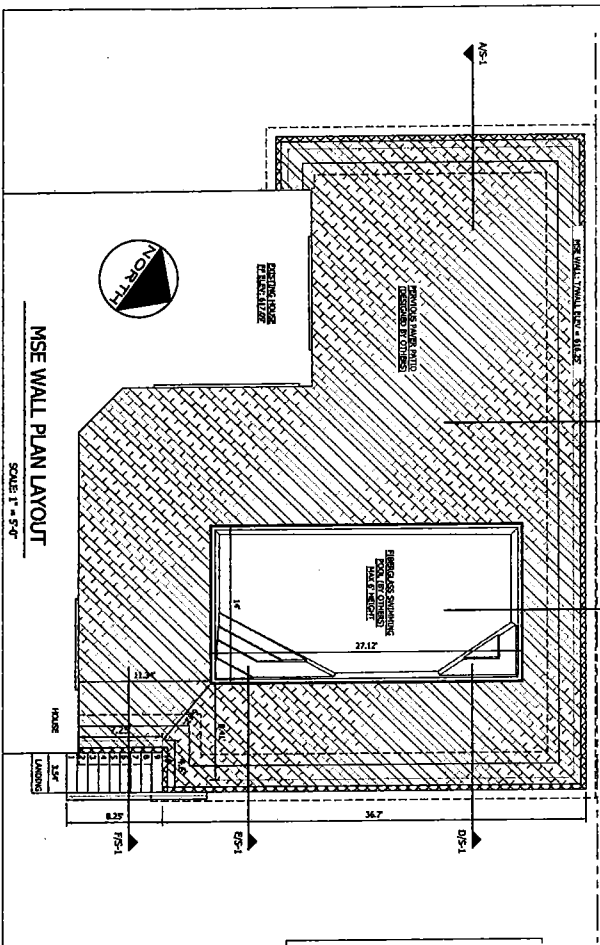
Stan and Stella recognize that the use of this public access will cause temporary damage to the public access and have agreed to bring the public access back to its existing condition upon the completion of the site work. Blake O'Halloran has also requested that two (2) small white concrete structures be removed at the Bobak's expense. These structures are on Lakeview at the 2 corner property lines. Stan and Stella have agreed to remove the structures at their expense. If the Village of Grand Beach agrees please let us know and we will remove these structures during the construction of the new retaining wall.

If you have any questions and/or comments please let me know and we will immediately address.

Thanks and have a great day,

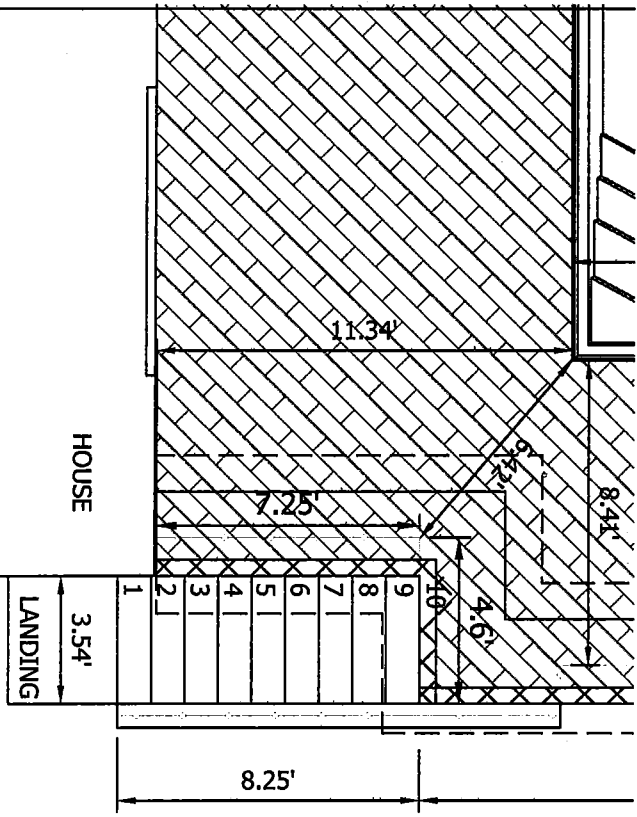
Bill McLinden





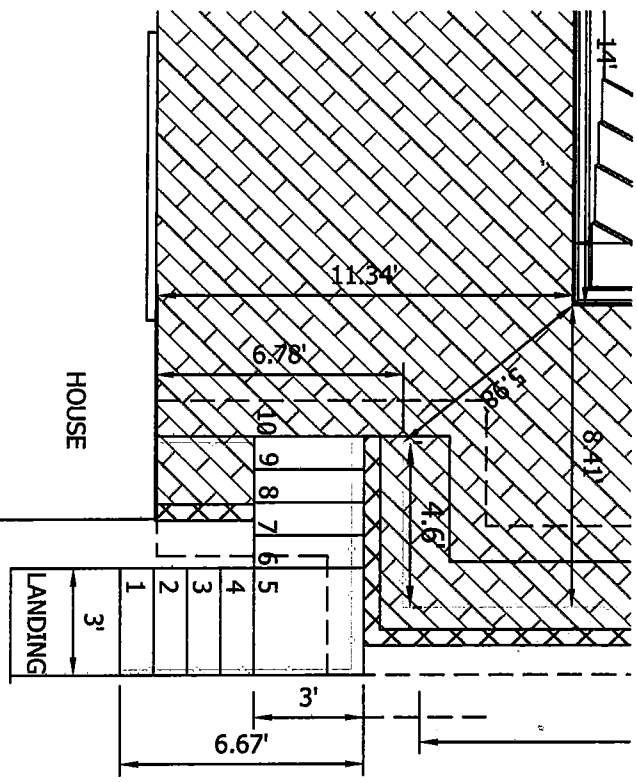
<b>S-1</b>	PROJECT NO: M120003 - 46039 LAKE VIEW AVE RETAINING WALL	DRAWN BY: MB	JOB NO: M120003	<b>WORKING DRAFT 75%</b>	NO. DATE REVISION DESCRIPTION	BY
	PROJECT OWNER: STAN AND STELLA BOBAK 46039 LAKE VIEW AVE GRAND BEACH, MI 49117	CHECKED BY: MB/LH	DATE: NOV. 27, 2020			
		SCALE: AS SHOWN				

**GLOBAL**  
 DESIGN & CONSTRUCTION, LLC  
 901 FRANKLIN SQ. STE. 407 MIDLAND CITY, MI 48860  
 PH. NO. (517) 972-6444 FAX NO. (517) 972-9920



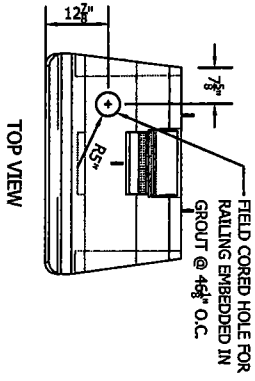
STAIR CONFIGURATION 1

SCALE: NTS

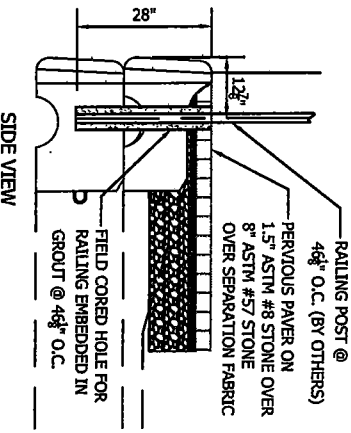


STAIR CONFIGURATION 2

SCALE: NTS



TOP VIEW



SIDE VIEW

RAILING DETAIL

SCALE: NTS

PROJECT NAME: M120003 - 46039 LAKE VIEW AVE RETAINING WALL

PROJECT OWNER: STAN AND STELLA BOBAK  
46039 LAKE VIEW AVE  
GRAND BEACH, MI 49117

STAIR OPTIONS & RAILING DETAIL REV 1

**GLOBAL**  
ENGINEERING & LAND SURVEYING, LLC.  
email address: shem@global-landsurveying.com  
601 FRANKLIN SQ. STE. 407 MICHIGAN CITY, IN 46360  
PH. NO. (219)872-4444 FAX NO. (219)879-9920

**From:** Tim Sheahan [REDACTED]  
**Sent:** Wednesday, November 11, 2020 4:56 PM  
**To:** clerk grandbeach.org  
**Cc:** Deb  
**Subject:** Wildwood / property access

Board Members:

We hope you and your family are healthy and doing well. We respectfully ask you to consider vacating the property to us next to our house located at 46117-46119 Wildwood. For explanation purposes... the small sliver of land is at the NE side of our property. It is currently a steep hill with trees and brush and isn't used by anyone. Our current lot line is inches away from our house and adding that unused property would give us a little more breathing room and frankly, better access.

As you know, Wildwood is a dead end. While we love the location it presents a few issues:

- 1.) the black topped street stops short of giving us access to our property so we drive over scatter crushed stone/and weeds.
- 2.) As a result, when winter comes they plow all of the snow to the end of the road, often preventing us access. Additionally, there is a power pole and its steel support cables providing more obstacles to access.

We've dealt with it for the fourteen years we've owned but with our kids getting older and bigger we need a little more room for access etc.

To be clear, we would not want to infringe on the dirt driveway behind said piece of property. That drive is used by my neighbor Keith Santo. We would just line it up with the back portion of my property and go NE to the neighboring property.

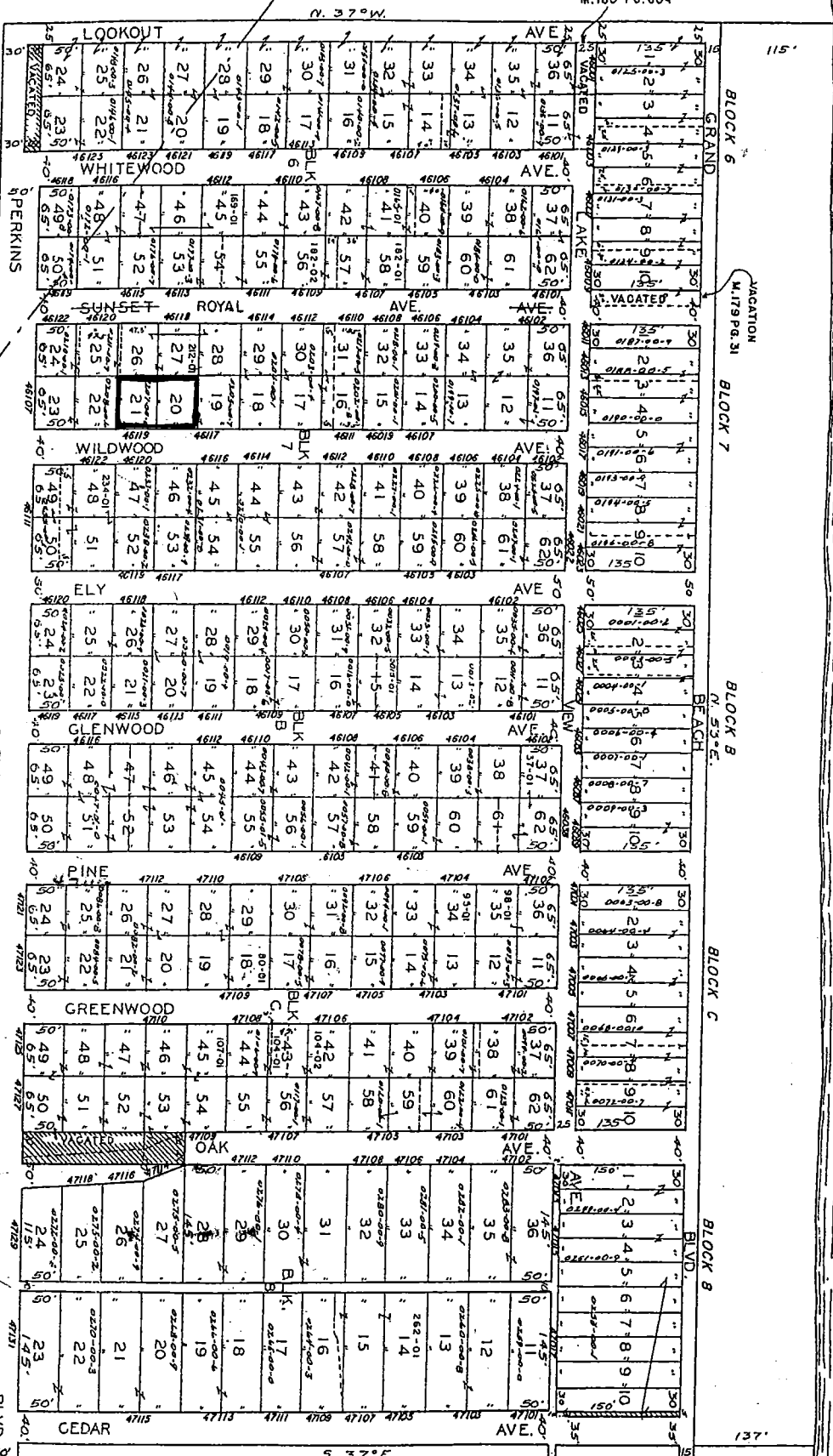
We are happy to discuss further as I understand there would be questions. We also know there is a likely procedure we would need to go through.

Please don't hesitate to call or email any time.

Thank you for your consideration and have a great holiday season.

Tim Sheahan [REDACTED]  
and  
Debbie Sheahan [REDACTED]

11-39-2590-6207-00-0  
11-39-2590-6206-00-3 LAKE



NEW BUFFALO TWP.  
SPRINGS

MICHIGAN

SCALE 1" = 100'

BLVD. 5

BLVD. 6

BLVD. 7

BLVD. 8

BLVD. 9

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LINE BETWEEN SECS

Part of Alley vacated 5/8/14

5.37°E

## GRAND BEACH MOU

### MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF GRAND BEACH BY AND THROUGH ITS COUNCIL AND THE TRUSTEE OF THE FARWELL FAMILY TRUST & THE TRUST BENEFICIARIES

**1. Purpose.** The VILLAGE OF GRAND BEACH (GRAND BEACH) wishes to access real estate owned by the FARWELL FAMILY TRUST (Trust) for the excavation, removal and relocation of a decommissioned water line and current water line underlying the real estate (the “project”). The TRUST and the TRUST BENEFICIARIES desire to accommodate the intention of GRAND BEACH to access the Real estate for this project. This memorandum of understanding (MOU) describes the terms under which GRAND BEACH activities are performed and the Hold Harmless Agreement between GRAND BEACH and the TRUST and the TRUST BENEFICIARIES.

**2. Parties.** This MOU is between GRAND BEACH, by and through its COUNCIL, and the TRUST and the TRUST BENEFICIARIES.

**a. VILLAGE OF GRAND BEACH.** GRAND BEACH is a State of Michigan chartered village. Activities performed under this MOU are "Village activities".

**(1) COUNCIL, GRAND BEACH.** The GRAND BEACH VILLAGE COUNCIL is the administrative and governing body of GRAND BEACH and not a separate legal entity from GRAND BEACH. GRAND BEACH is generally defined along geographic lines and GRAND BEACH's jurisdiction is defined by the boundaries of the Village. Village activities under this MOU will be performed by Village employees and contractors and consultants engaged by the Village for the purpose of performing Village activities for the completion of this project. Contact information for the Village is through the Village Clerk's office, included on Attachment A. (The parties may update Attachment A unilaterally by e-mail or other writing.)

#### **b. TRUST**

**(1) FARWELL FAMILY TRUST** is the legal owner of a certain parcel of real estate located within the geographic boundaries of the Village and is responsible for providing the Village by its employees, contractors and consultants with access to the real estate as may reasonably be requested by the Village for the conduct of Village activities

associated with this project as defined herein. The TRUST contact person is Joe Farwell as provided in Attachment A.

### **3. GRAND BEACH ACTIVITIES , LIABILITIES & LIMITATIONS**

**(1) Objectives.** GRAND BEACH provides Village owned and operated water infrastructure to service Village residents with water. Village infrastructure includes but is not limited to a Village pumping station and water lines running underground throughout the Village. The Village is responsible for maintaining the water infrastructure and has employees trained in its operation and contracts with outside providers for services when needed. Occasionally the Village finds it is necessary to relocate water lines underlying privately owned property in order enable private development of the property and/or to better serve the needs of the community. The Village and the Trust and Trust Beneficiaries agree that the water line or lines underlying the Trust property must be relocated to the edge of the Trust property to enable development of the property. Further, the Village and the Trust and Trust Beneficiaries understand and agree that the Trust must grant the Village an easement for the relocation, installation and maintenance of the current water line.

**(2) Operations.** To achieve its objectives, the Village will engage in activities which may include, and is not limited to:

a. Application to all applicable state, county and/or local agencies for necessary permitting to excavate, remove and relocate decommissioned water lines and current water lines in service that are located within the boundaries of the Trust property.

b. To contract with appropriate surveyors and engineers to develop the plans to locate and relocate the decommissioned and current water lines to a location along the edge of the property.

c. To utilize Village employees and outside contractors to excavate, remove and relocate the decommissioned and current water lines.

d. To restore the Trust property to the condition it was in prior to commencement of Village activities.

The Trust shall grant to the Village an easement along the edge of the property for the relocation of the current water line. The terms of the easement shall be subject of further discussion and the results of any required survey and engineering requirements for this project.

**b. Limitations.**

(1) **The TRUST and the TRUST BENEFICIARIES** only provide access to the Trust property for the Village activities and otherwise have no operational involvement in or management of the Village activities which shall be conducted solely by the Village and its employees and contractors in accordance with Village ordinances and State regulations. The Trustee, on behalf of the Trust and Beneficiaries shall cooperate with the Village's procurement of the necessary permits for this project and shall provide the Village, its employees, contractors, engineers and consultants with access to the property for the completion of this project.

**(2) HOLD HARMLESS AND INDEMNIFICATION AGREEMENT BETWEEN GRAND BEACH AND TRUST AND TRUST BENEFICIARIES.**

(1) Said premises shall be used and occupied by Village for the excavation, removal and relocation of decommissioned and current water lines and related activities and for no other purpose without the Trustee's written consent.

The Village is to provide security to monitor and prohibit access to the premises while the project is undertaken to completion.

The Village agrees to abide by and observe all laws and regulations now in effect or any changes or modifications thereto as may be made by the State, County and local authorities from time to time

(2) The Village agrees to remove and dispose of the decommissioned water line and to relocate the current water line within the boundaries of the easement granted by the Trust for this purpose as stated herein. Said project shall be conducted at Village expense. The Village will relocate the current water line in a careful manner and at all times to keep and maintain the same in good condition and at all times to fully observe and comply with all laws, ordinances and regulations relating to the relocation of the current water line.

(3) The Village agrees to indemnify and save the Trust and its Beneficiaries harmless from any and all claims and demands for damages to persons or property, and for loss of life and from any and all loss, cost, damage and expense suffered on account of any fault or omission of the Village or arising from the violation of any law, ordinance or statute, or from the Village's use and occupation of said premises for the completion this project.

**6. Command, Control, Coordination and Cooperation:**

- a. Immediate command and control over all GRAND BEACH resources and personnel employed in accordance with this MOU shall rest with the GRAND BEACH VILLAGE COUNCIL and its authorized agents and employees at all times.

**10. Effective Date, Term, Termination, and Approval Provisions.**

**a. Effective Date.** The terms of this MOU will become effective as of the date signed by both parties.

**b. Term.** This MOU shall be effective for the duration of the project or for a period of one (3) years from its effective date, whichever is less.

**c. Amendment.** This MOU embodies the entire terms and understanding of the parties and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties.

**d. Termination.** The parties may terminate this MOU at any time upon sixty (60) day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown in Attachment A.

**IN WITNESS WHEREOF, this MOU has been executed by the parties herein:**

VILLAGE OF GRAND BEACH

FARWELL FAMILY TRUST

BY \_\_\_\_\_  
Deborah Lindley, President  
Grand Beach Village Council

BY \_\_\_\_\_  
Joseph Farwell, Trustee  
Farwell Family Trust

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on 12/3/2020, by and between Triple D Excavating & Moore, LLC residing at 8142 E Eureka Rd., Eau Claire, Michigan 49111, Fred Brzozowski, Trudy Ward & Larry Kubinski hereinafter referred to as the "First Party," and Village of Grand Beach Council residing at 48200 Perkins Blvd., Grand Beach, MI 49117, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving goals and objectives relating to various nearby projects that are to be executed.

**WHEREAS**, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this project;

### **MISSION**

The aforementioned project has been established with the following intended mission in mind:

Village of Grand Beach will allow access to the paver path in exchange for Triple D Excavating & Moore or subcontractor to install an updated pergola deck structure.

### **PURPOSE AND SCOPE**

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possible impending binding contracts which may be related to revetment projects.

### **OBJECTIVES**

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a conversation with The Grand Beach Village Council and their representatives. We agree to repair any damages that are incurred by Triple D Excavating & Moore **free of charge**. This includes Village of Grand Beach property and adjacent properties. We will also install a new deck pergola (plans by Grand Beach). These tasks would be performed in exchange to use the paver path for mobilization and staging of equipment and materials for launching stone and delivering to proposed

project sites. Pavers will be removed and reinstalled to the original condition and quality. Pergola structure will be approximately 15' x 15', constructed of white plastic/pvc "lumber" deck color TBD. Design will be reflective of the Grand Beach arch. Structure and pavers will be completed by Memorial Day 2021.

### **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the project through means of the following individual services.

### **SERVICES COOPERATION**

Triple D Excavating & Moore, LLC shall render and provide the following services that include, but are not limited to: Maintenance as mentioned above in "Objectives".

Village of Grand Beach shall render and provide the following services that include, but are not limited to: Temporary Access to Village of Grand Beach for delivery of material and access with heavy equipment.

### **TIMELINE**

Work can be performed as soon as MOU is agreed to, and duration of access needed:

Approximately 1-2 months.

### **TERMS OF UNDERSTANDING**

The term of this Memorandum of Understanding shall be for a period of 9 months from the aforementioned effective date and maybe extended upon written mutual agreement of both Parties.

### **AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties. In addition, the Memorandum of Understanding may be cancelled by either party with 10 days advance written notice, with the exception where cause for cancellation may include,

but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

#### **GENERAL PROVISIONS**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

#### **LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

#### **ARBITRATION/MEDIATION DISPUTE RESOLUTION**

The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from for through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of this Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this Agreement shall remain in full effect and enforceable. This Agreement shall be

interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. §1-16.

**NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

**GOVERNING LAW**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Michigan.

**SEVERABILITY CLAUSE**

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**ASSIGNMENT**

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**ENTIRE UNDERSTANDING**

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

## **MOU SUMMARIZATION**

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this project.
- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of this project, to the fullest extent possible.
- It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
- The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the project.
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the project, it shall then be controlled in accordance with Michigan governing laws, regulations and/or procedures.
- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

**AUTHORIZATION AND EXECUTION**

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU. This Agreement shall be signed by Triple D Excavating & Moore, LLC and the Village of Grand Beach and shall be effective as of the date first written above.

*Dennis R. Moore*

(First Party Signature)

Triple D Excavating & Moore, LLC

12/03/2020

---

(Second Party Signature)

Village of Grand Beach

---

(Date)

VILLAGE OF GRAND BEACH  
COVID-19 REMOTE WORK POLICY  
Adopted December 16, 2020

Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rule 5(8) states, "The employer shall create a policy prohibiting in-person work for employees to the extent that their work activities can feasibly be completed remotely".

With the increase in COVID-19 cases across the state, the Michigan Department of Health and Human Services (MDHHS) has issued a statement that "Work should be completed remotely unless it is strictly necessary for an employee to be in person to complete their job duties."

Under Michigan Department of Health and Human Services (MDHHS) emergency orders and Michigan Occupational Safety and Health Administration (MIOSHA) orders, all Village of Grand Beach employees are prohibited from in-person work to the extent that their work activities can feasibly be completed remotely.

The following employee position can be completed remotely:

The Village Clerk-Treasurer can complete her work effectively from home.

The following employee positions require in-person work:

The Deputy Clerk is unable to work remotely to complete her job. Her work in the office is necessary in order to receive, open and distribute mail, receive and post payments, pay utility bills and other bills that might incur late fees, make bank deposits, and accept building permit applications and other documentation.

The Department of Public Works is unable to perform their job duties remotely. They are needed in the Village to address water issues, leaf removal, street repairs, snow removal and many other jobs that are necessary to keep the Village safe and operating efficiently.

The Police Department is unable to perform their job duties remotely as they are essential workers and necessary to protect the public and property in the Village and perform their normal law enforcement duties.

Pro Shop and Golf Employees are unable to perform their job duties remotely as they are necessary to allow for golf play on the Village Golf Course. They cannot feasibly do their job remotely as they are required to collect golf fees, rent golf carts, sell merchandise and ensure that golf play moves along smoothly, and that golf course rules and regulations are followed by golfers.



Business Furnishings  
 4102 Meghan Beeler Court  
 South Bend, IN 46628

**Quotation**

574-243-3255  
 888-283-0393  
 FAX 574-243-3266

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
117247	11/10/20		GRANDB	ANDREA FLORES	

**Quote To**

GRAND BEACH/MICHIANA POLICE  
 48200 PERKINS BLVD  
 New Buffalo MI 49117-9091

**Ship To**

RYAN LAYMAN  
 GRAND BEACH/MICHIANA POLICE  
 48200 PERKINS BLVD  
 New Buffalo MI 49117-9091

Phone 2694695000

Phone +1 (269) 469-1884

Cell +1 (269) 757-1458

rlayman@michianavillage.org

Terms NET 30 DAYS

Sales Location SOUTH BEND

JAMES' OFFICE

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	1	TSAWLR3042 STEELCAS Worksurface-Straight, Low pressure laminate, 30D x 42W EDGE :6697 FOG TOP-SURF:2L52 TUNGSTEN FIBER LPL Tag For 30/42	92.92	92.92
2	1	TSAWLR3060 STEELCAS Worksurface-Straight, Low pressure laminate, 30D x 60W EDGE :6697 FOG TOP-SURF:2L52 TUNGSTEN FIBER LPL Tag For 30/60	131.21	131.21
3	1	TSAWLR3072 STEELCAS Worksurface-Straight, Low pressure laminate, 30D x 72W EDGE :6697 FOG TOP-SURF:2L52 TUNGSTEN FIBER LPL Tag For 30/72	153.94	153.94
4	2	TSATH2720 STEELCAS Leg-H, 20W x 27H BASIC :7236 FOG	92.12	184.24

ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_





Business Furnishings  
 4102 Meghan Beeler Court  
 South Bend, IN 46628

Quotation

574-243-3255  
 888-283-0393  
 FAX 574-243-3266

Page 2 / 5  
 (cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
117247	11/10/20		GRANDB	ANDREA FLORES	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For	H/20		
6	1	UCL STEELCAS C legs-Double post, Glides, 28 1/2H LEGS :7236 FOG	169.26	169.26
	Tag For	UCL		
7	2	TS7WKSPT39 STEELCAS Reinforcing channel, 39W	21.06	42.12
	Tag For	REINF.CHNL		
8	1	RPF3027AF STEELCAS Pedestal-Fixed, 2 box / 1 file, Flush steel front, 28 5/8D x 15W x 27H BASIC :7236 FOG LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS ** OPTIONS ** DWR OPT *OPT:DRAWER FEATURE OPTIONS FULL DWR STD:FULL DRAWER DWR ACC *OPT:FILE DWR ACCESSORIES RAIL DRAWERS WITH RAILS	328.38	328.38
	Tag For	BBF		
9	1	RPF3027BF STEELCAS Pedestal-Fixed, 2 file, Flush steel front, 28 5/8D x 15W x 27H BASIC :7236 FOG LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS ** OPTIONS ** DWR ACC *OPT:FILE DWR ACCESSORIES RAIL DRAWERS WITH RAILS	320.58	320.58
	Tag For	FF		
10	1	RPM2427AF STEELCAS Pedestal-Mobile, 2 box / 1 file, Drawer, Flush steel front, 22 5/8D BASIC :7236 FOG LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS ** OPTIONS **	418.47	418.47

ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_



Business Furnishings  
 4102 Meghan Beeler Court  
 South Bend, IN 46628

Quotation

574-243-3255  
 888-283-0393  
 FAX 574-243-3266

Page 3 / 5  
 (cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
117247	11/10/20		GRANDB	ANDREA FLORES	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
11	1	DWR ACC *OPT:FILE DWR ACCESSORIES RAIL DRAWERS WITH RAILS Tag For BBF RBKHWM72 STEELCAS Bracket-Wall attachment, Horizontal, 72W BASIC :7236 FOG	91.26	91.26
12	1	Tag For HB/72 RBB72TAK STEELCAS Universal; Bin-In the case, Technology / Answer / Kick application, 72W BASIC :7236 FOG LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS ** OPTIONS ** DOOR *OPT:DOOR OPTIONS STD DOOR STD:STANDARD DOOR NO ASST STD:NO ASSIST BRACKETS *OPT:OPTIONAL BRACKETS OMIT OMIT BRACKET OPT ACC *OPT:OPTIONAL ACCESSORIES DIVIDER DIVIDER	536.64	536.64
13	1	Tag For 72" WM OVERHEAD TS5LTBW72 STEELCAS Tackboard-Wall mount overhead, 72W TKBD :5543 LINEN OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ HORIZONTAL APPLICATION ONLY	197.80	197.80
14	1	Tag For TB/72 LSM48K STEELCAS Light-Shelf, 32 watt, Electronic ballast, Lamp, 9 foot cord, 49W OPTIONS ** OPTIONS ** LGT OPTS *OPT:SHELF LIGHT COLOR OPTIONS	207.87	207.87

ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_



Business Furnishings  
 4102 Meghan Beeler Court  
 South Bend, IN 46628

Quotation

574-243-3255  
 888-283-0393  
 FAX 574-243-3266

Page 4 / 5  
 (cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
117247	11/10/20		GRANDB	ANDREA FLORES	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
15	1	BLKLIGHT STD:STD BLACK PAINTED HOUSING MNTG OPT *OPT:MOUNTING OPTIONS UNIV PKG STD:UNIVERSAL MOUNTING PKG Tag For SL/49 CFEDARM STEELCAS CF Series; Monitor arm-Evolution, Dual BASIC :7018 PEWTER OPTIONS ** OPTIONS ** BRACKET *OPT:BRACKET OPTIONS EVOCCDUA C-Clamp Bracket Evolution Dual Tag For FYI-CC	321.81	321.81

QUOTATION TOTALS

Sub Total	3,196.50
DELIVERY	31.96
TAX EXEMPT	0.00
MICHIGAN 6% SALES AND USE TAX	<del>491.79</del>
Grand Total	<del>3,420.25</del> 3228.46

End of Quotation

ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_



Business Furnishings  
 4102 Meghan Beeler Court  
 South Bend, IN 46628

Quotation

574-243-3255  
 888-283-0393  
 FAX 574-243-3266

Page 5 / 5  
 (cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
117247	11/10/20		GRANDB	ANDREA FLORES	

**BUSINESS FURNISHINGS  
 SUMMARY OF TERMS AND CONDITIONS OF SALE**

*THE FOLLOWING REPRESENTS A SUMMARY ONLY OF THE  
 BUSINESS FURNISHINGS TERMS AND CONDITIONS.*

1. **Terms**
  - A. Deposit Requirement - A minimum of fifty percent (50%) deposit with each order is required for all purchases.
  - B. Payment Terms - Terms are net 30 days from invoice date. In the event of damages, punch items or customer changes, payment is still required net 30 days from initial invoice. Subsequent add on orders are considered separate from the original order.
  - C. Credit card orders are subject to a 3.5% convenience fee. Credit cards will be charged for the full amount at time of order.
  - D. Service Charges - Interest on past due accounts consists of one and one-half percent (1-1/2%) per month.
2. **Acceptance**
  - A. Prices quoted are firm for a period of thirty days after quotation. Prices are F.O.B. point of delivery unless otherwise agreed by Business Furnishings and Buyer.
  - B. Business Furnishings cannot be held responsible for furniture specifications not prepared by Business Furnishings.
  - C. Merchandise is subject to reasonable variations from standards in color, quality, finish, and variations allowed by standards of the industry.
  - D. **MERCHANDISE IS NOT RETURNABLE.**
3. **Cancellation and Changes**
  - A. Changes in the specifications or quantity prior to order must be in writing and signed by the buyer and Business Furnishings. **ONCE MERCHANDISE IS ORDERED, QUANTITIES AND SPECIFICATIONS CAN NOT BE CHANGED OR CANCELED.**
4. **Approval of Orders**
  - A. Any contract resulting from a quotation is subject to approval by Business furnishings in writing.
  - B. A signed purchase order submitted by Buyer will constitute confirmation and acceptance of the terms and conditions of this quote.
5. **Schedule Changes**
  - A. In the event of Buyer's inability to receive product as scheduled, Business Furnishings will arrange storage. All costs will be passed on to Buyer.
6. **Installation**
  - A. The job site shall be clean, clear and free of debris prior to installation.
  - B. Electric current, heat, hoisting and/or elevator service will be furnished without charge to Business Furnishings.
  - C. Business Furnishings' ability to erect or assemble furniture shipped knocked down or to permanently attach, affix or bolt in place moveable furniture is dependent upon jurisdiction agreements between trade unions at the job site.
  - D. After delivery of merchandise to Buyer, all risk of loss or damage shall pass to Buyer.
  - E. Buyer is responsible for providing a qualified electrician.
7. **Damaged or Short Shipments**
  - A. Delivered or Installed by Business Furnishings - Business Furnishings will file freight claims for materials it receives and delivers to Buyer. A signature on our delivery ticket, constitutes acceptance of merchandise in good condition.
  - B. Drop Shipments - Buyer is responsible to receive, inspect and file freight claims on product directly shipped to Buyer's location from the manufacturer.
8. **Manufacturer's Warranty**
  - A. All equipment manufactured by others but sold by Business Furnishings shall carry only the warranty provided by the manufacturer.

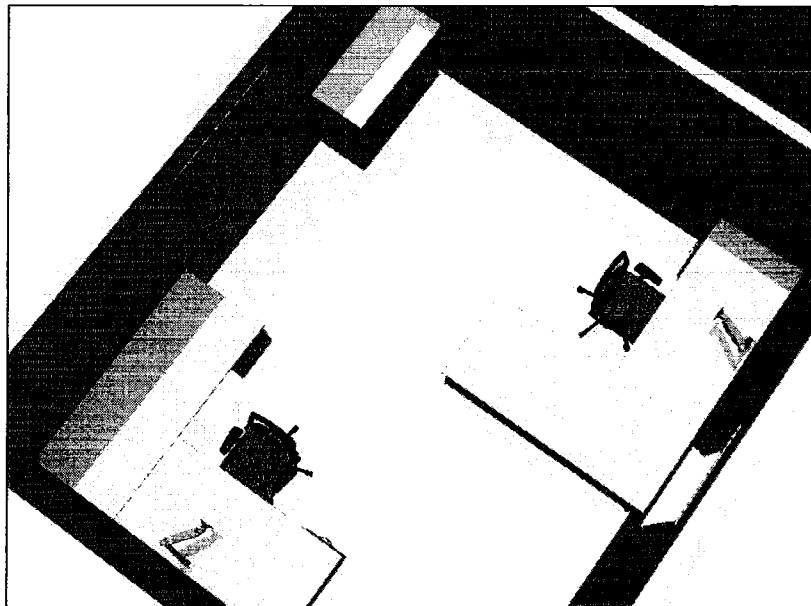
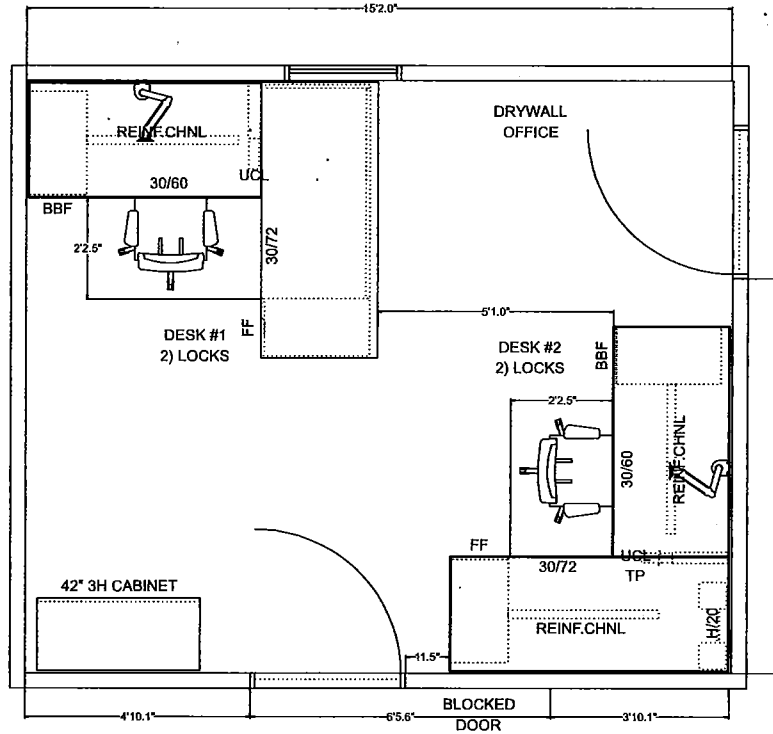
Reviewed by:

Accepted by

Business Furnishings LLC Date

Purchaser Date

ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_



BUSINESS FURNISHINGS  
 4102 Meghan Beeler Court  
 South Bend, IN 46628  
 Phone: 574-243-3255  
 Fax: 574-243-3266

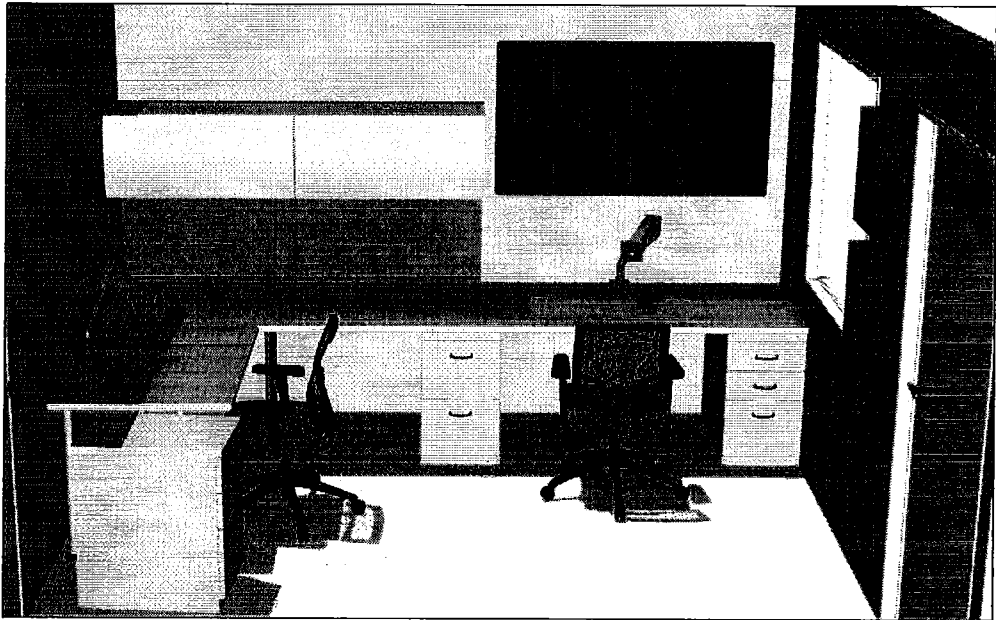
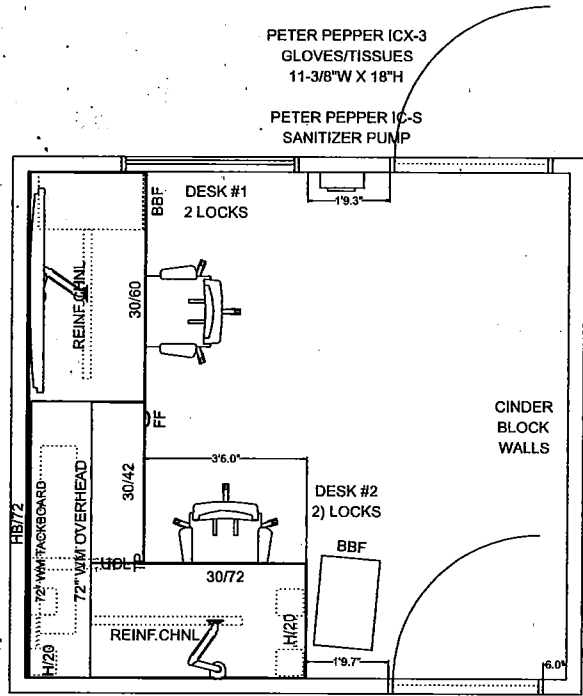
FOR FURNITURE USE ONLY

# GRAND BEACH FIRE

## RYAN'S OFFICE

SIGN OFF:

PROJECT #: XXX	QUOTE #: 117250	
DWG. NAME: P:/GRAND BEACH FIRE/GRAND BEACH OFFICES.CMDRW		
DRAWN BY: KNO	SCALE: 1/4" = 1'-0"	DATE: 6.25.2020



BUSINESS FURNISHINGS  
4102 Meghan Beeler Court  
South Bend, IN 46628  
Phone: 574-243-3255  
Fax: 574-243-3266

## GRAND BEACH FIRE

### JAMES' OFFICE

SIGN OFF:

PROJECT #:

XXX

QUOTE #:

117247

DWG. NAME: P:/GRAND BEACH FIRE/GRAND  
BEACH OFFICES.CMDRW

DRAWN BY:

KNO

SCALE:

1/4" = 1'-0"

DATE:

6.25.2020

FOR FURNITURE USE ONLY

FI9D0E

Purchase Information Screen

SCP-FI

Deal Number:	68334	15) Warranty (w):	
1) Contract Date:	12/10/20	16) Maint Plan (w):	
2) Fin Inst:	CASH	17) GAP Insurance (w):	
3) Buyer Residence (w):		18) Fee/Options (w):	\$ 39.00
4) Cust Name:	?	19) Taxes (w):	
5) Stock Number:	20P1206	20) BALANCE MUST BE \$0:	
6) M.S.R.P.:			
7) Cash Price:	\$ 38,961.00		
8) AfterSale/weOwe (w):			
9) Cash Down:	\$ 20,000.00	Sale Subtotal:	\$ 39.00-
10) Deposit:		Total Financed:	
11) Rebates (w):		Finance Charge:	
12) Trade Allow (w):	\$ 19,000.00	Total Other Charges:	
13) Trade 1 Payoff:		Total of Payments:	
14) Trade 2 Payoff:		Deferred Price:	
Total Down:	\$ 39,000.00	Unpaid Balance:	

Command:

F1=Help F2=Home F3=Save F4=Cancel SF8=Fee/Tax

*In Stock*

*OK*

*Jessie Walker*

*12-11-20*

# KNAPHEIDE TRUCK EQUIPMENT CENTER

KNAPHEIDE TRUCK EQUIPMENT  
1200 S. AVERILL AVE  
FLINT MI 48503  
810-744-0295  
FAX #: 855-629-4643

## INVOICE =====

P.O. FERRIN WILLIAM  
INVOICE: F92304  
ORDER: F92304  
DATE: 10/01/20

Customer: 125045  
SEELYE OF PAW PAW  
161 AMPEY ROAD

End User ID:  
SEELYE OF PAW PAW  
161 AMPEY ROAD

PAW PAW MI 49079  
888-384-0052

PAW PAW MI 49079  
SALES REP: 22

Contact: FERRIN WILLIAMS

Ship Via: INSTALLER

MAKE: RAM	MODEL: 2500	YEAR: 2020	VIN: 3C6MR5AJ2LG238290
Start: 08/31/20	Reqd: 10/05/20	FO: 46128790	TPC\LPC\FPC: TPC213962

### WIDEOUT PLOW

Western Wide-Out 8 to 10 Steel Plow;  
8 Blade Width Retracted, 10 Blade Width Expanded, 8 10 Blade Width Scoop,  
29 H Blade Height, 12-Gauge Steel Blade, 4-Trip Springs,  
0-Shock Absorbers, 6-Vertical Ribs, 1-1/2 x 10 Angling Rams,  
7 2 Plowing Width (retracted), 9 Plowing Width (expanded), 7 11 Plowing  
Width (scoop), 940-lbs. Approximate Weight (less-mount), 0-Cast Iron Disc  
Shoes,  
1/2 x 6 Cutting Edge (blade), x 8 Cutting Edge (poly wing),  
Includes lights, blade guides and Cab Command hand-held control.

SHOP OUR ONLINE PARTS STORE 24/7 AT WWW.SHOPKTEC.COM

REMIT TO:

KNAPHEIDE TRUCK EQ CENTER  
1200 S. AVERILL AVE  
FLINT, MI 48503

TERMS: N30  
LIKE US ON FACEBOOK!

Subtotal	7,179.00
Sales Tax	0.00
TOTAL	7,179.00

**KNAPHEIDE**  
SINCE 1848



FCA US LLC

For more information visit: [www.ramtrucks.com](http://www.ramtrucks.com)  
or call 1-866-RAMINFO

**2020 MODEL YEAR**  
**RAM 2500 TRADESMAN REG CAB 4X4 LONG BOX**



THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.  
MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$36,795**

**RAM 2500 TRADESMAN REG CAB 4X4**  
Exterior Color: Flame Red Clear-Coat Exterior Paint  
Interior Color: Black Interior Color  
Interior Cloth: 40/20/40 Bench Seat  
Engine: 6.4L Heavy Duty V8 HEMI® with MDS  
Transmission: 8-Speed Automatic DRP 75-TCV Transmission  
**STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)**

**FUNCTIONAL/SAFETY FEATURES**  
Advanced Multi-View® Front Air Bags  
Supplemental Front Seat Side Air Bags  
ParkView® Rear Back-Up Camera  
3.73 Axle Ratio  
Manual Shift-On-The-Fly Transfer Case  
Electronic Stability Control  
Electronic Roll Mitigation  
Hill Start Assist  
Traction Control  
Trailer Sway Dampening  
7.3L Heavy Duty Power Steering Brakes  
180-Amp Alternator  
Sentry Key® Theft Deterrent System  
Push-Button Start  
Cruise Control  
Power Accessory Delay  
Tire Pressure Monitoring Display  
Tire-Fill Alert

**INTERIOR FEATURES**  
Uconnect® 4 Touch Display  
Media Hub-2 USB, Fill, FM, Auxiliary Input  
Remote USB Port - Charge Only  
40 / 20 / 40 Split Bench Seat  
12-Volt Auxiliary Power Outlet  
Tilt Steering Column  
Temperature & Compass Gauge  
Rear Dome Lamp  
Rear View Day / Night Mirror  
Black Vinyl Floor Covering  
Black Vinyl Floor Mats  
Behind the Seat Storage Bin  
Front Height Adjust Shoulder Belts  
Front Height EXTERIOR FEATURES  
17-inch x 7.5-inch Steel Styled Wheels  
LT245/70R17E ESW All-Season Tires  
32-Gallon Fuel Tank

**OPTIONAL EQUIPMENT (May Replace Standard Equipment)**  
Cloth 40/20/40 Bench Seat  
4-Way Front Headrests  
Customer Preferred Package 22A  
Protection Group  
Tow Hooks  
Snow Chain Group  
Anti-Spin Differential Rear Axle  
Instrument Panel Mounted Auxiliary Switches

Assembly Point/Port of Entry: SALTILLO, MEXICO

vin: 3C6-MR5A2L1G-238290 14-Work: 8790

S.L. S.H.P TO: 0820

SOLUTION:

THIS LABEL IS ADDED TO THE PRICE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO THE VEHICLE'S DEPARTURE FROM THE MANUFACTURER'S PLANT.

\*INSTALLMENT FINANCING AVAILABLE THROUGH RAM FINANCIAL SERVICES. FINANCING SUBJECT TO CREDIT REVIEW AND APPROVAL BY RAM FINANCIAL SERVICES. FINANCING NOT AVAILABLE IN ALL STATES. FINANCING IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

RAM 2500 TRADESMAN REG CAB 4X4 LONG BOX

MSRP: \$36,795

MSRP: \$36,795

MSRP: \$36,795

MSRP: \$36,795

MSRP: \$36,795

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MSRP: \$36,795

MSRP: \$36,795

MSRP: \$36,795

MSRP: \$36,795

**EPA DOT Fuel Economy and Environment**

**Fuel Economy**  
Heavy duty vehicle, no label required.  
**N/A**  
in fuel costs over 5 years compared to the average new vehicle.

**Annual fuel cost**  
**N/A**  
N/A gallons per 100 miles

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)  
**1** Best

**Smog Rating** (tailpipe only)  
**10** Best

**fuelconomy.gov**  
Calculate personalized estimates and compare vehicles

**GOVERNMENT 5-STAR SAFETY RATINGS**  
This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**VEHICLE PROTECTION**  
A PRODUCT OF FCA US LLC  
Ask for Higher Vehicle Protection for your vehicle. We Built It. We Back It.

**VEHICLE PROTECTION**  
A PRODUCT OF FCA US LLC  
Ask for Higher Vehicle Protection for your vehicle. We Built It. We Back It.

**VEHICLE PROTECTION**  
A PRODUCT OF FCA US LLC  
Ask for Higher Vehicle Protection for your vehicle. We Built It. We Back It.



501 E US Hwy 20, Michigan City, IN 46360  
 219-872-8600  
 www.MCityCars.com



# Purchase Agreement

Tabatha Romo  
 David Taylor Michigan City CDJR  
 501 E US Highway 20  
 Michigan City, IN 46360

Buyer	Co-Buyer	Vehicle
Robert Dabbs [Redacted] [Redacted] bobdabbs@grandbeach.org		2020 RAM 2500 Tradesman VIN: Stock #: Mileage: Color:

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
1	2015 Ford F-250	1FTBF2B64FEC09371	6.2L V8	86,447	\$0.00

Purchase Details	
Retail Price:	\$45,670.00
Sales Price:	\$45,670.00
<b>Savings:</b>	\$0.00
Accessories:	\$0.00
Government Fees:	\$31.25
Proc/Doc Fees:	\$199.00
Total Taxes:	\$2,394.02
<b>Total Sales Price:</b>	\$48,294.27
Trade Allowance:	\$16,500.00
Trade Payoff:	\$0.00
Trade Equity:	\$16,500.00
Rebate:	\$0.00
Cash Down:	\$0.00
<b>Cash Price:</b>	\$31,794.27

X  
 \_\_\_\_\_  
 Customer Signature

X  
 \_\_\_\_\_  
 Manager Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

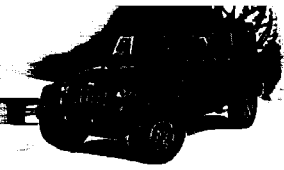
Disclaimer:

Printed 12/7/20 9:40 AM

With Approved Credit



1102 S 11th St (M 51 S), Niles, MI 49120  
(888) 321-8650



TylerDodgeJeepChrysler.com

Date

12/08/2020

Consultant

Isaac Hruby

**GUEST INFORMATION**

Guest Name

Bob Dabbs

Address

Home Phone

Work Phone

Cell Phone

(269) 317-8915

Email

**VEHICLE DESCRIPTION**

Make / Model

Ram Truck

Year

2021

Color

Miles

Ram 2500 4WD

Stock #

VIN

	Retail Payments		Down Payment
	\$0.00	\$0.00	\$0.00
Term 60	\$464.50	\$464.50	\$464.50
Term			
Term			

Retail payments based on avg. APR, 30 days to 1st payment.

	Lease Payments		Due at Signing
Term			
Residual			
Term			
Residual			
Term			
Residual			

Lease payments based on \_\_\_\_\_ miles per year.

*With approved credit. Payments are estimated based on average APR. The actual rate may vary depending on credit qualifications. Final terms of your loan may differ depending on actual terms of financial institutions' acceptance and are negotiable. This is an offer to sell / purchase. See dealership Buyer's Order for final terms and conditions.*

Retail Value	\$44,680.00
Total Savings & Rebate	\$2,199.00
Adjusted Sale Price	\$42,481.00
Trade and/or Discount	\$19,000.00
Difference	\$23,481.00
TWG Products	\$299.00
Service Contract	
Gap	
Sales Sub Total	\$23,780.00
Tax	\$0.00
Doc. Fee	\$220.00
License /Title Fees	\$30.00
Trade Balance	
Net Sales Price	\$24,030.00
Down Payment	\$0.00
Balance Remaining	\$24,030.00

4995 Added for plow (estimate)

GUEST APPROVAL

MANAGEMENT APPROVAL With Lender Approval

**TYLER AUTOMOTIVE**  
**1100 S 11TH STREET**  
**NILES, MI 491203407**

**Configuration Preview**

**Date Printed:** 2020-12-08 11:31 AM **VIN:** **Quantity:** 1  
**Estimated Ship Date:** **VON:** **Status:** BA - Pending order

**Sold to:** TYLER AUTOMOTIVE (44811)  
 1100 S 11TH STREET  
 NILES, MI 491203407

**Ship to:** TYLER AUTOMOTIVE (44811)  
 1100 S 11TH STREET  
 NILES, MI 491203407

**Vehicle:** 2021 2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box) (DJ7L62)

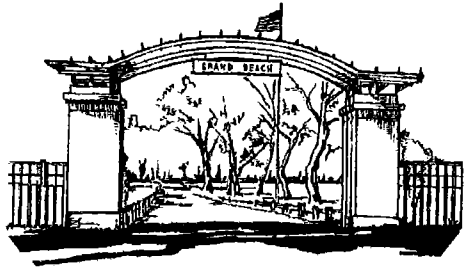
	Sales Code	Description	MSRP(USD)	FWP(USD)
<b>Model:</b>	DJ7L62	2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	36,995	34,761
<b>Package:</b>	2GA	Customer Preferred Package 2GA	0	0
	ESB	6.4L V8 Heavy Duty HEMI MDS Engine	0	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	0
<b>Paint/Seat/Trim:</b>	PR4	Flame Red Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
	<b>Options:</b>	A61	Tradesman Level 1 Equipment Group	995
	5N6	Easy Order	0	0
	142	Zone 42-Detroit	0	0
	4EA	Sold Vehicle	0	0
<b>Discounts:</b>	YG2	5.2 Additional Gallons of Gas	0	14
<b>Destination Fees:</b>			1,695	1,695
			= Restriction	

**HB:** 1,140 **Total Price:** 39,685 37,386  
**FFP:** 37,087  
**EP:** 35,717

**Order Type:** Retail **PSP Month/Week:**  
**Scheduling Priority:** 1-Sold Order **Build Priority:** 99  
**Salesperson:**  
**Customer Name:**  
**Customer Address:**

**Instructions:**

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**



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

**Grand Beach Planning Commission  
Annual Report to Village Council – 2020**

The Grand Beach Planning Commission was created by Village Council Ordinance on September 15, 2008 as required by amendments to the Michigan Planning and Enabling Acts.

Planning Commission Members/Officers for 2020-2021 are Laurie Roche (Chair), Frank Giglio (Vice-Chair), Robert Kegan (Secretary) and Harry Walder. James Bracewell serves as the Village Council Ex-Officio Member. The Commission is currently operating without a permanent Recording Secretary.

Planning Commission information is available on the Village website, [www.grandbeach.org](http://www.grandbeach.org). It includes the Village Master Plan, schedules, notices and minutes for meetings.

During 2019-2020, the Commission held two regular meetings and a special meeting with two meetings cancelled due to the COVID-19 pandemic. At the meetings, members reviewed and approved proposed Zoning Ordinance amendments justified by a change in conditions since the Ordinance was adopted, and reviewed local municipality rental policies, had discussion about short term rentals, and worked on a draft Short Term Rental Ordinance.

Commissioner Laurie Roche was reappointed by the Village Council for a 3-year term expiring August 2023. James Bracewell was reappointed for another 1-year term as Village Council Ex-Officio Member expiring August 2021. Harry Walder was appointed to fill a term expiring August 2021 and Robert Kegan was appointed for a 3-year term expiring August 2023.

The Commission considered but determined not to recommend updating the Village Master Plan.

**2021 Planning Commission Budget**

Ongoing expenses: none.

New expenses: Possible legal or consultant fees if Zoning Ordinance amendments, land developments or special land use permits are proposed.

**2021 Planning Commission Activity**

Conduct scheduled regular meetings: February 25th, June 24th, and annual meeting September 23rd, 2021 at 7:30 pm EST, special meetings, site plan and project/permit reviews as necessary, and recommend possible amendments to the Village Zoning Ordinance.

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Laurie Roche  
Planning Commission Chair

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Robert Kegan  
Planning Commission Secretary

December 2020

**Village of Grand Beach**  
**Short Term Rental Survey**

The purpose of this survey is to determine if the homeowners in Grand Beach want to continue to allow short term rentals in Grand Beach and if so, is there is a need for an Ordinance governing the short-term rental of homes in Grand Beach. The recent pandemic has brought significant focus on short term rentals as there seems to be a dramatic increase in the number of such rentals.

- 1) Do you think the Village of Grand Beach should continue allowing short term rentals of homes in Grand Beach?    YES    NO
  
- 2) Do you think the Village of Grand Beach should pass an Ordinance governing the rentals of homes in Grand Beach?    YES    NO
  
- 3) Please rate the following rental issues in their order of importance to you, 1 being the most important and 9 being the least important.
  - a) Safety (CO detectors, smoke detectors, proper egress, etc.)    \_\_\_\_\_
  - b) Parking restrictions    \_\_\_\_\_
  - c) Noise restrictions    \_\_\_\_\_
  - d) Trash handling requirements    \_\_\_\_\_
  - e) Enforcement of regulations    \_\_\_\_\_
  - f) Duration of rentals    \_\_\_\_\_
  - g) Occupancy limits    \_\_\_\_\_
  - h) Fireworks ban    \_\_\_\_\_
  - i) Upkeep of property    \_\_\_\_\_

Additional Comments \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Local Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Please return this survey by XX/XX/XXXX to Village of Grand Beach, 48200 Perkins Blvd., Grand Beach, MI 49117.

**Robert F. Kegan**

1642 W Hollywood - Chicago IL – 60660  
48109 W McKean – Grand Beach MI – 49117



December 8<sup>th</sup>, 2020

Attention: Grand Beach Village Council Members

Regarding: Short Term Rental Survey

Greetings,

As a member of the Grand Beach Planning Commission and as a homeowner who rents their property through VRBO, I helped to draft the Short Term Rental survey that has been, or will be presented to you. When considering whether to allow this survey to be conducted, I hope you will consider the following:

- **If a survey is conducted, what will we do with the results?** Are we going to ban short term rentals based on this survey? Doing this could pose significant legal costs for the village and put many longtime Grand Beach homeowners under significant financial stress.
- **Will this survey promote or increase a division in the community between people of differing opinions?** Some believe a negative impact on property values is the most important reason that short term rentals should be restricted or banned. I personally cannot find any evidence that suggests short term rentals have a negative impact on house values. In fact, it could be argued that profits from short term rentals increase home values by increasing market demand and promoting investment in home improvements. Will this survey push people further into their entrenched opinions and farther from each other?
- **Will this survey hinder future efforts to someday consider generating revenue for the Village should Michigan House Bill 6161 pass?** House Bill No. 6161 would allow municipalities to tax rental revenue at a rate of 1-5%. An additional Michigan House Bill, No. 4046, is also under consideration that defines short term rental of one's home to be a purely residential use of one's property.

I wish we, the Planning Commission, had carefully discussed the repercussions of the survey before forwarding it on to you, the Village Council. However, I do trust that you will carefully consider all angles of this survey yourselves. After much discussion, listening, and personal consideration, it is my opinion that we can address all Village concerns head on as stand alone items, before giving in to those who would rather outright ban Short Term Rentals.

- Noise? Do we need a new ordinance or do we need to more strictly enforce what we have?
- Parking? Do we need a new ordinance or do we need to more strictly enforce what we have?
- Public Safety? Do we need a new ordinance or do we need to more strictly enforce what we have?
- Trash? Do we need a new ordinance or do we need to more strictly enforce what we have?
- Occupancy / Overcrowding? Do we need a new ordinance or do we need to more strictly enforce what we have?

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Kegan'.

Robert F. Kegan,  
Secretary, Grand Beach Planning Commission