

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

**WEDNESDAY, MARCH 16, 2022
6:00 P.M. (CST) – 7:00 P.M. (EST)**

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

**THIS MEETING WILL BE HELD UPSTAIRS IN VILLAGE HALL
IN ORDER TO ALLOW FOR SOCIAL DISTANCING**

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

This meeting will be held in person in the upper level of Village Hall. It is a hybrid meeting with an option for the public to attend via Zoom by using the following link:

Join Zoom Meeting

<https://us02web.zoom.us/j/84979175886?pwd=NHZyaW1SL0pKbWt2blINMHd0azk3Zz09>

Meeting ID: 849 7917 5886

Passcode: 348109

One tap mobile

+13126266799,,84979175886#,,,,*348109# US (Chicago)

+13017158592,,84979175886#,,,,*348109# US (Washington DC)

Dial In:

888 475 4499 US Toll-free

833 548 0276 US Toll-free

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

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

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

**VILLAGE OF GRAND BEACH
REGULAR COUNCIL MEETING
FEBRUARY 16, 2022**

CALL TO ORDER

Council President Pro Tem Blake O'Halloran called the regular council meeting to order at 7:00 p.m. EST in the upper level of the Village Hall.

ROLL CALL – IN ATTENDANCE

James Bracewell
Peter Doerr
Blake O'Halloran

Paul Leonard Jr. and Deborah Lindley were not in attendance.

ADOPT AGENDA

Bracewell moved, seconded by Doerr to adopt the February 16, 2022 agenda as presented. Motion carried unanimously 3-0.

ADOPT CONSENT AGENDA

- a. Approve Village Council Minutes:
 - i. Regular Council Meeting January 19, 2022
- b. Pay Bills with Written Additions

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

PUBLIC COMMENTS ON AGENDA ITEMS

Village resident Rebecca Morrisey told the Council that she represents the Village on the New Buffalo Shoreline Alliance (NBSA) and is trying to encourage lakefront owners to join the lawsuit in regards to damage to the beaches. She said there is only a certain amount of time to file the necessary paperwork showing the deed and ownership as well as any evidence of damages. She said this is a critical thing for our community and beaches, and she hopes to get everyone on board to protect the beaches and protect them from future harm. She asked that any lakefront owners that are interested in joining the lawsuit contact her.

PRESENTATIONS/RECOGNITION

None

PUBLIC HEARING

None

COMMISSION REPORTS

BUILDING & ZONING: Bracewell said there has been a judgment filed instructing the property owner (Hunter) on Rohde Court to clean up his property. The Village had to wait 30 days to see if he would clean it up and after that, the Village could have it cleaned up. He said that Roger's Wrecker removed the backhoe and will store it and will return it to the owner once the towing and storage fees are paid.

Bracewell said there are four pools and 10 new homes being constructed, along with two aggressive remodels.

Regular Council Meeting – February 16, 2022

PARKS & BEACHES: Doerr said that he and Harry Walder attended workshops for beachfront communities on the western side of the state, and the biggest thing that came out of the workshops was the importance of having a master plan. Doerr

said that Superintendent Bob Dabbs obtained a bid of \$6,000 to survey the Lake Avenue/Jensen Court beach access. Doerr will get additional bids for the March meeting. He said a property owner is using the Lake access area for private parking and have had the snow plowed, and posted a private no trespassing sign.

STREETS & WATER: Leonard was not in attendance.

POLICE: Lindley was not in attendance.

PRO SHOP & COURSE: O'Halloran said that Carpet Town will begin installing new flooring in the pro shop on March 16 and should be finished by March 31. He has had commercial painters look at the counters and cabinets to see if they can be painted since the quote to have new ones installed was \$20,000. They will also paint the doors. He said he will use funding of \$8,500 that was set aside to purchase golf carts to pay for the painting. He is also working on getting electrical bids in order to charge more golf carts.

O'Halloran said that EZ-Go is behind on manufacturing golf carts, so if they don't have the carts available that the Village is leasing from them, they will rent carts from somewhere else for the Village. The Village should have rental carts available by April 15.

SERVISCAPE REPORT

Clay Putnam said that winter equipment maintenance is ongoing and the majority of the tree work is complete. He told the Council that within the golf industry, the cost of materials is increasing, with some things going up as much as 70%. In addition to increased costs, he will also need to increase wages because of the current job market.

PERSONNEL REPORTS

SUPERINTENDENT: In addition to his written report, Superintendent Bob Dabbs said that in between snowplowing, the guys picked up the materials for the bathroom floors and they will get them painted before the pro shop flooring goes in.

POLICE CHIEF: Assistant Police Chief Jamie Flick reported that there were 18 calls in January. He said that on Monday morning, a resident of Michiana had a catalytic converter stolen off a car and he suggested that if you park outside, that you keep an outside light on to deter thieves. He said that former Grand Beach police officer Patrick Meyers will be coming back to work for the Michiana Police Department, and his brother Matt Meyers will be going to part-time.

BUILDING INSPECTOR: In addition to his written report, Building Inspector Bill Lambert said that the property owner (Ruffner) on West McKean has finally had a new roof, fascia and new gutters put on the house. He said they wanted a permit to rebuild the garage on the property, but he told them that once they bring the property into compliance, he will issue a building permit.

Lambert said that the State of Michigan does not require a fence around a pool that has a locking hard cover on it. He said that some lakefront owners were complaining because they don't want to block their view with a fence. Clerk Mary Robertson stated that a 6' fence is a requirement of the Village's zoning ordinance, and will be required unless there is an amendment to the ordinance. She added that some lakefront owners install glass fences so that they still have the view.

UNFINISHED BUSINESS

DEPUTY CLERK POSITION

O'Halloran moved, seconded by Bracewell to hire Kathie Butler as the deputy clerk at an hourly rate of \$22 with two weeks' vacation to start. Motion carried unanimously 3-0. O'Halloran added that Kathie Butler has 18 years of experience as deputy clerk at New Buffalo Township and will be a great addition to Grand Beach. The Council welcomed her to Grand Beach.

DISCUSS LIST OF PROJECTS FOR MILLAGE INCREASE

O'Halloran said that Council members were asked to put together a list of things to be considered for the proposed millage increase to try to firm up needs and costs. He said a millage increase would be voted on by the registered voters in the Village. He said if the Council decides to move forward, one of the next steps will be to hold public meetings to let the people know what they would be voting on.

He spoke about items that were submitted on the list and said that one of them is the golf course irrigation system which has been estimated to cost \$350,000, and another is the clubhouse repairs to the roofing and balcony at \$190,000, adding that he doesn't think there is anyone that wouldn't agree that the clubhouse needs repairs. Doerr said that they had approximately \$600,000 on the list that the parks and recreation committee put together, but it was really a wish list with some of the things coming out of the budget. O'Halloran said that there is \$400,000 on the list for roads, and that Leonard wasn't in attendance to discuss those needs.

Bracewell said that the Village has set aside much of the money needed for the clubhouse repairs, and he thinks that other things can be paid for through regular budgeting. Doerr feels that there should be a new master plan completed before knowing exactly what the needs are. Doerr said he doesn't think the Village can go forward with a millage increase proposal without taking a lot into consideration and having all of the details needed. O'Halloran said that Bob Dabbs has wanted a salt storage building for years, but different needs come up and the money is always spent on something else.

The Council asked Clerk Mary Robertson to give them a list of funds that have been set aside for various items.

NEW BUSINESS

KRUGGEL LAWTON AUDIT PROPOSAL

O'Halloran moved, seconded by Bracewell to accept the 3-year proposal from Kruggel Lawton to continue as the Village auditors at a cost of \$9,500 per year plus \$500 to file the ACT 51 report and \$500 to file the F-65. Motion carried unanimously 3-0.

GOLF FEES

GOLF CART PARKING FEES

O'Halloran said that we are seeing inflation all across America and there is probably more inflation in golf because golf play has increased over the last couple of years with people wanting to get outside due to Covid. He said suppliers are increasing their costs and the Village has had to increase pro shop wages. He said fees need to increase due to the increased cost of supplies and wages. He said that he does not propose raising the senior pass prices, and has increased the resident golf cart parking sticker by \$5.

O'Halloran moved, seconded by Bracewell to approve the 2022 golf and golf cart parking sticker fees as presented. Motion carried unanimously 3-0.

PUBLIC COMMENTS - GENERAL

Village resident Harry Walder said that he thinks the Council is on the right track with the millage and the Village should

Regular Council Meeting – February 16, 2022

see a large increase in the Village tax base with 10 new homes being built as shown on the building inspector's report.

Village resident Joe Farwell said there are many people in the Village that might be willing to help work on a new master plan. He expressed family concerns that the documents that were sent to Village Attorney Sara Senica regarding the water line easements were not on the agenda for this month. He said that time is crucial since Superintendent Bob Dabbs said that it could take three months to get the necessary EGLE permit.

Kathie Butler thanked the Council for hiring her and the opportunity to work for the Village. She said she looks forward to starting with Clerk Mary Robertson and looks forward to meeting everyone.

CORRESPONDENCE

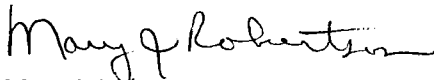
None

ADJOURNMENT

O'Halloran moved, seconded by Doerr to adjourn the meeting. Motion carried unanimously 3-0.

With no further business, the meeting was adjourned at 8:06 p.m. EST.

Respectfully submitted,



Mary J. Robertson
Clerk-Treasurer

***Plan Document and
Summary Plan Description for the
Village of Grand Beach Health and Welfare
Benefit Plan***

- Your Health Care Benefits
- Your Health Savings Account ("HSA")
- Your Life Insurance and AD&D Benefits
- Your Disability Benefits

EFFECTIVE DATE: 01/01/2022

Introduction

Village of Grand Beach (the "Employer" or "Company") is pleased to offer benefits through the Village of Grand Beach Health and Welfare Benefit Plan. These benefits are a valuable and important part of your overall compensation package.

This booklet provides important information about the Benefit Program(s) covered under the Plan. It serves as the Plan document and the Summary Plan Description ("SPD") for the Village of Grand Beach Health and Welfare Benefit Plan ("the Plan"). It is written to comply with the written plan document and disclosure requirements under the Employee Retirement Income Security Act ("ERISA") of 1974, as amended.

This document contains information on the standard provisions and administration of the Plan. From time to time, applicable law may require the Company to temporarily make adjustments to how it administers the Plan due to unforeseen circumstances, such as public health emergencies, natural disasters or other emergency situations. In those situations, the Employer intends to comply with all applicable legal requirements, including deadline extensions, maintenance to benefits and other changes to coverage. Unless they are addressed in specific plan amendments, any such changes required by law are incorporated herein by reference to the extent necessary for the Plan to be in compliance.

The "Benefit Programs" covered by this Plan are shown in Appendix A. For fully insured Benefit Programs, the insurance contracts or policies (including amendments and riders), plan descriptions, benefit summaries, schedule of benefits and other descriptive documents relating to each Benefit Program (collectively, the "insurance certificates") are incorporated herein by reference only to the extent they are the source of eligibility, benefits, claims procedures, or other substantive provisions of the Benefit Programs. This booklet is not intended to give any substantive rights to benefits that are not already provided by the insurance certificate for an insured benefit. If the terms of this booklet conflict with the substantive terms of an insurance certificate for an insured Benefit Program, the terms of the insurance certificate will control, unless otherwise required by law.

This Plan document/SPD replaces all previous booklets you may have in your files. Be sure to keep this booklet in a safe and convenient place for future reference. We encourage you to read this booklet and insurance certificates and become familiar with your benefits. You may also wish to share this information with your enrolled family members.

Table of Contents

Introduction	ii
Plan Overview	1
Your Eligibility	1
Eligible Dependents.....	1
When Coverage Begins	2
Proof of Dependent Eligibility	2
Your Contribution for Coverage.....	2
Enrolling for Coverage	2
Initial Enrollment.....	2
Annual Open Enrollment Period.....	3
Special Enrollment Rights.....	3
Code Section 125 Status of Plan	4
Permitted Election Change Events.....	4
When Coverage Ends.....	5
Cancellation of Coverage.....	6
Rescission of Coverage	6
Coverage While Not at Work.....	6
If You Take a Military Leave of Absence	6
Your Health Care Coverage	7
Participation.....	7
Benefits Provided.....	7
Source of Payments.....	7
Limitations and Exclusions.....	8
Continuation of Health Care Coverage through COBRA.....	8
For More Information	8
Your Life and Accidental Death & Dismemberment (“AD&D”) Coverage	9
Participation.....	9
Benefits Provided.....	9
Source of Payment	9
Plan Limitations and Exclusions.....	9
Coverage Continuation	9
For More Information	9
Your Disability Benefits	10
Participation.....	10
Benefits Provided.....	10
Source of Payment	10
Payment of Benefits.....	10
Offset of Other Benefits	10
Limitations and Exclusions.....	11
Claims and Appeals	11
For More Information	11
Your Health Savings Account (“HSA”)	12
How Your HSA Works	12
HSA Contributions	12
Using Your HSA.....	13
Important Information about your HDHP/HSA.....	13
When Your HDHP Participation Ends.....	13
Additional Information	14

Administrative Information.....	15
Plan Sponsor and Administrator.....	15
Plan Year.....	16
Type of Plan.....	16
Identification Numbers.....	16
Plan Funding and Type of Administration.....	16
Insurers/Claims Administrators.....	17
Agent for Service of Legal Process.....	18
No Obligation to Continue Employment.....	18
Non-Alienation of Benefits.....	18
Severability.....	18
Payment of Benefits to Others.....	18
Expenses.....	18
Fraud.....	18
Indemnity.....	18
Compliance with State and Federal Mandates.....	19
Refund of Premium Contributions.....	19
Nondiscrimination.....	19
No Guarantee of Tax Consequences.....	19
Future of the Plan.....	19
Claims Procedures/Coordination of Benefits.....	21
Claims and Appeals.....	21
Exhaustion Required.....	21
Non-Duplication of Benefits / Coordination of Benefits.....	21
Subrogation and Reimbursement.....	22
Your Rights under ERISA.....	23
Receive Information about Your Plan and Benefits.....	23
Continue Group Health Plan Coverage.....	23
Prudent Actions by Plan Fiduciaries.....	23
Enforce Your Rights.....	23
Assistance with Your Questions.....	24
Your HIPAA Rights.....	25
Health Insurance Portability and Accountability Act (HIPAA).....	25
Your COBRA Continuation Coverage Rights.....	27
Continuing Health Care Coverage through COBRA.....	27
COBRA Qualifying Events and Length of Coverage.....	27
18-Month Continuation.....	27
36-Month Continuation.....	28
COBRA Notifications.....	28
Cost of COBRA Coverage.....	29
COBRA Continuation Coverage Payments.....	29
How Benefit Extensions Impact COBRA.....	29
When COBRA Coverage Ends.....	30
Definitions.....	31
Adoption of the Plan.....	33
APPENDIX A.....	34

Plan Overview

The Plan provides benefits to eligible employees and their dependents through each Benefit Program listed in Appendix A. Fully insured benefits are payable solely by the Insurer listed for the respective Benefit Program.

Your Eligibility

You are eligible for the Benefit Program(s) shown in Appendix A if you are a full-time active employee normally scheduled to work a minimum of 30 hours per week.

Unless otherwise communicated to you in writing by the Company, the following individuals are not eligible for benefits: part-time employees, employees of a temporary or staffing firm, payroll agency or leasing organization, persons hired on a seasonal or temporary basis, independent contractors and other individuals who are not on the Employer payroll, as determined by the Employer.

The Employer's determination of eligibility is conclusive and binding for Plan purposes. No reclassification of a person's status, for any reason, by a third party (whether by a court, governmental agency or otherwise) will change a person's eligibility for benefits under the Plan.

Eligible Dependents

The definition of eligible dependents and other provisions, such as whether you may enroll your eligible dependents in a Benefit Program, are defined in the insurance certificates for each Benefit Program. Those provisions, and the definition of a dependent for each Benefit Program, are incorporated by reference herein.

Unless otherwise defined by the insurance certificate for a Benefit Program, your eligible dependents include:

- your legal spouse;
- your child under age 26 regardless of financial dependency, residency with you, marital status, or student status;

For purposes of the Plan, your child includes:

- your biological child;
- your legally adopted child (including any child lawfully placed for adoption with you);
- your stepchild;
- a foster child who has been placed with you by an authorized placement agency or by judgment decree or other court order;
- an eligible child for whom you are required to provide coverage under the terms of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

If you have any questions regarding dependent coverage under a Benefit Program, check with the Insurer or Claims Administrator. It is your responsibility to notify the Employer if your dependent becomes ineligible for coverage.

An eligible dependent does not include a person enrolled as an employee under the Plan or any person who is covered as a dependent of another employee covered under the Plan. If you and your spouse are both employed by the Employer, each of you may elect your own coverage

(based on your own eligibility for benefits) or one of you may be enrolled as a dependent on the other's coverage, but only one of you may cover your dependent children.

When Coverage Begins

To be eligible for a Benefit Program, you must satisfy the eligibility requirements described for that Benefit Program in the applicable insurance certificates and other materials provided for that Benefit Program. Unless otherwise stated in those materials, your coverage begins the first of the month following 60 days of employment.

Certain benefits, such as disability or life insurance, may require you to be actively at work in order to be initially eligible for a Benefit Program and for any change in coverage to take effect. See the materials provided by your Insurer to determine when this applies to you.

If you terminate employment and are subsequently rehired within 90 days, coverage under the Plan will begin as of your rehired date.

Unless stated otherwise in your insurance certificates, coverage for your eligible dependents begins on the same day as your initial eligibility provided you timely enroll your dependents in coverage. If you acquire a new dependent through marriage, birth, adoption or placement for adoption, you can add your new dependent to your coverage as long as you enroll the dependent within 30 days of the date on which they became eligible. If you wait longer than 30 days, you may be required to wait until the Plan's next open enrollment period to enroll your new dependent for coverage.

Proof of Dependent Eligibility

The Employer reserves the right to verify that your dependent is eligible or continues to be eligible for coverage under the Plan's Benefit Programs. If you are asked to verify a dependent's eligibility for coverage, you will receive a notice describing the documents that you need to submit. To ensure that coverage for an eligible dependent continues without interruption, you must submit the required proof within the designated time period. If you fail to do so, coverage for your dependent may be canceled.

Your Contribution for Coverage

Each year, the Employer will evaluate all costs and may adjust the cost of coverage during the next annual enrollment. Any required contribution amount will be provided to you by the Employer in your enrollment materials. You may also request a copy of any required contribution amounts from the Plan Administrator.

For most benefits you pay the employee cost of Plan premiums through pre-tax payroll deductions each pay period; however, some Benefit Programs may require premiums to be paid with after-tax dollars.

You must elect coverage for yourself in order to cover your eligible dependents. Your coverage for certain Benefit Programs may also be subject to deductibles, copayments, coinsurance, or other fees as described in the materials for the coverage you select.

Enrolling for Coverage

Initial Enrollment

As a newly eligible employee, you will receive an Election Form and enrollment information when you first become eligible for benefits. For each Benefit Program, you will need to make your coverage elections by the deadline shown in your enrollment materials. When you enroll in

the Plan, you authorize the Employer to deduct any required premiums from your pay through salary reduction. If you do not enroll for coverage when initially eligible, you will be deemed to have elected no coverage or the default coverage designated by the Employer for a Benefit Program.

The elections you make will remain in effect until the next December 31, unless a permitted election change event occurs (see below). Your insured benefits may have a different coverage period. Your enrollment materials and Election Form will tell you if a different 12-month coverage period applies to your elections for an insured benefit. After your initial enrollment, you will enroll during the designated annual open enrollment period.

Annual Open Enrollment Period

Each year during a designated open enrollment period, you will be given an opportunity to make your elections for the upcoming year. Your enrollment materials and Election Form will provide the options available to you and your share of the premium cost, as well as any default coverage you will be deemed to have elected if you do not make an election by the specified deadline. In general, the elections you make will take effect on January 1 and stay in effect through December 31, the Plan Year, unless you have a qualifying change in status. The Plan Year may differ from the policy year of an insured benefit. Your enrollment materials and Election Form will tell you if a different 12-month coverage period applies to your elections for an insured benefit. Also, you should refer to the insurance certificate provided by the Insurer for more information on how your benefits are affected by the policy year, including whether your deductible and out-of-pocket expenses accumulate over the Plan Year, policy year or other 12-month period.

Special Enrollment Rights

You may enroll for coverage outside of the Plan's initial and annual open enrollment periods if you experience a special enrollment event, as described below. Special enrollment rights apply to the Plan's medical benefits. These rights, however, may not apply all Benefit Programs (for example, these rights do not apply to Benefit Programs that are "excepted benefits" under HIPAA). You should review your insurance certificate and check with the Plan Administrator if you have questions about enrolling in a Benefit Program.

- If you decline enrollment for yourself or for an eligible dependent (including your spouse) while other health coverage is in effect, you may be able to enroll yourself and your dependents in this Plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward the other coverage). However, you must request enrollment within 30 days after the other coverage ends (or after the employer stops contributing toward the other coverage).
- If you decline enrollment for yourself or for an eligible dependent (including your spouse) while Medicaid coverage or coverage under a state Children's Health Insurance Program (CHIP) is in effect, you may be able to enroll yourself and your dependents in this Plan if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within 60 days after coverage ends under Medicaid or a state CHIP.
- If you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your new dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

- If you or your dependents (including your spouse) become eligible for a state premium assistance subsidy from Medicaid or through a state CHIP with respect to coverage under this Plan, you may be able to enroll yourself and your dependents in this Plan. However, you must request enrollment within 60 days after your or your dependents' determination of eligibility for such assistance.

You will need to provide documentation of your special enrollment event in order to enroll outside of an initial or annual open enrollment period. Contact the Plan Administrator to determine what information you will need to provide.

Code Section 125 Status of Plan

This Plan is designed and administered in accordance with Section 125 of the Internal Revenue Code and underlying regulations. This enables you to pay your share of premiums for certain Benefit Programs on a pre-tax basis, as permitted by the Employer. Review your election and enrollment materials to determine which Benefit Programs permit pre-tax premium payments and are subject to the Section 125 rules. Pre-tax dollars come out of your pay before federal income and Social Security taxes are withheld (and, in most states, before state taxes are withheld). This gives your contributions a special tax advantage and lowers the actual cost of participating in the Plan to you. Neither the Employer nor any fiduciary under the Plan will in any way be liable for any taxes or other liability incurred by you by virtue of your participation in the Plan.

Because of this favorable tax-treatment, there are certain restrictions on when you can make changes to your elections for Section 125 benefits. Generally, your elections stay in effect for the Plan Year (or other 12-month period of coverage for an insured benefit, as designated in your enrollment materials and election form) and you can make changes only during an annual open enrollment period. However, depending on the Plan's rules for mid-year election change events, you may be able to change your elections if a permitted election change event occurs as described below.

Permitted Election Change Events

The elections you make under the Plan are generally irrevocable during the Plan Year (or other 12-month coverage period that applies to a Benefit Program, as indicated in your enrollment and election materials). This means, for example, that once you have elected how much pre-tax income you will use to pay for the Plan's Benefit Programs, you are locked into that election until the next annual enrollment period. However, there are certain limited situations that allow you to change your Plan elections outside of the annual enrollment period, depending on the Plan's eligibility rules for a Benefit Program. You may change your elections if a "permitted election change event" occurs and you make an election change that is consistent with the event, as determined by the Plan Administrator.

This Plan allows participants to change their elections to extent permitted by applicable law and approved by the Plan Administrator. Depending on the Plan's eligibility rules for a Benefit Program, a "permitted election change event" that may allow you to change your election includes the following events:

- a change in your legal marital status, including marriage, divorce, death of spouse, legal separation or annulment
- a change in the number of dependents, including birth, adoption, placement for adoption or death of a dependent

- a change in employment status for you, a spouse or a dependent that affects eligibility
- a change in a dependent child's eligibility
- a change in residency that would impact eligibility (for example, moving out of a plan's coverage area)
- the cost of a Benefit Program significantly changes
- coverage under a Benefit Program is significantly curtailed or ceases
- a new Benefit Program or other coverage option is added or coverage under an existing Benefit Program is significantly improved
- your spouse's or dependent's plan has a different enrollment period and you need to make a change to account for that other coverage
- you, your spouse or your dependent loses group coverage sponsored by a governmental or educational institution
- your change corresponds with a HIPAA special enrollment right (described above)
- you, a spouse or dependent is eligible for COBRA continuation coverage under the Plan (if applicable) and you need to increase your payments for the coverage
- a court order, such as a QMCSO or NMSN, mandates coverage for an eligible dependent child
- you, a spouse or a dependent enrolls in Medicare or Medicaid
- you take an FMLA leave (if applicable)
- a change in your employment status to less than 30 hours of service per week on average even if the reduction does not result in loss of Plan eligibility
- eligibility for a special enrollment period to enroll in a qualified health plan (QHP) through the Marketplace or seeking to enroll in a QHP during the Marketplace's annual open enrollment period
- any other election change event recognized by the IRS and permitted by the Plan Administrator

Also, if the cost of a Benefit Program changes by an insignificant amount during a coverage period, the Plan Administrator may automatically make a corresponding change to your election. You should report an election change event to the Plan Administrator as soon as possible, but no later than 30 days after the event occurs. Contact the Plan Administrator if you have questions about when you can change your elections.

When Coverage Ends

Except as otherwise provided in the insurance certificate, your coverage under this Plan ends the last day of the month in which last day worked. Coverage may be extended under certain circumstances, such as when you take an approved leave of absence.

Coverage for your covered dependents ends on the date your coverage ends, or, if earlier, on the date your dependent is no longer eligible for coverage under the Plan. The end of the year the dependent turns 26.

Coverage will also end for you and your covered dependents as of the date the Employer terminates this Plan or, if earlier, the effective date you request coverage to be terminated for you and/or your covered dependent.

If your coverage under the Plan ends for reasons other than the Employer's termination of all coverage under the Plan, you and/or your eligible dependents may be eligible to elect to continue coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) as described below.

Cancellation of Coverage

If you fail to pay any required premium for coverage under a Benefit Program, coverage for you and your covered dependents will be canceled for that Benefit Program and no claims incurred after the effective date of cancellation will be paid.

Rescission of Coverage

Coverage under the Plan may be rescinded (canceled retroactively) if you or a covered dependent performs an act, practice or omission that constitutes fraud, or you make an intentional misrepresentation of material fact as prohibited by the terms of the Plan. A rescission of coverage is an adverse benefit determination that you may dispute under the Plan's claims and appeals procedures. If your coverage is being rescinded due to fraud or intentional misrepresentation of material fact, you will receive at least 30 days' advance written notice of the rescission. This notice will outline your appeal rights under the Plan. Benefits under the Plan that qualify as "excepted benefits" under HIPAA are not subject to these restrictions on when coverage may be rescinded. Some types of retroactive terminations of coverage are permissible even when fraud or intentional misrepresentation are not involved. Coverage may be retroactively terminated for failure to timely pay required premiums or contributions as required by the Plan.

Also, coverage may be retroactively terminated to the date of your divorce if you fail to notify the Plan of your divorce and you continue to cover your ex-spouse under the Plan. Coverage will be canceled prospectively for errors in coverage or if no fraud or intentional misrepresentation was made by you or your covered dependent.

The Plan reserves the right to recover from you and/or your covered dependents any benefits paid as a result of the wrongful activity that are in excess of the contributions paid. In the event the Plan terminates or rescinds coverage for gross misconduct on your behalf, continuation coverage under COBRA may be denied to you and your covered dependents.

Coverage While Not at Work

In certain situations, coverage may continue for you and your dependents when you are not at work, so long as you continue to pay your share of the cost. If you take an unpaid leave of absence, you will need to make payment arrangements prior to the start of your leave. You should discuss with Human Resources or your supervisor what options are available for paying your share of costs while you are absent from work.

If You Take a Military Leave of Absence

If you are absent from work due to an approved military leave, coverage may continue for up to 24 months under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) starting on the date your military service begins.

Coverage for other benefits can be found in the insurance certificates furnished by the Insurer for the respective Benefit Programs in which you have enrolled and will be governed by the provisions of USERRA.

Your Health Care Coverage

You should refer to the materials provided by the Insurer for information concerning any limitations, waiting periods before coverage begins, maximum benefits payable, when coverage ends, exclusions, age reductions, or reductions for other benefits that may apply.

The following health care Benefit Programs are fully insured and administered by the Insurer(s) listed in Appendix A:

- Medical/Prescription Drug
- Vision

Participation

To become a participant in the above Benefit Program(s), you must meet all eligibility requirements and enroll in coverage. You may also enroll your dependents if they are eligible dependents as defined in the Insurer's benefits booklets.

Benefits Provided

The benefits provided under each Benefit Program are more fully described in the Certificate of Insurance/Coverage and other benefits booklets provided by the Insurer.

Your health care benefits are delivered through a network of participating physicians, hospitals, and other providers who have agreed to provide services at a negotiated cost. You have the flexibility to choose providers inside or outside the network each time you need services.

The following type of medical program is available to you under the Plan: a POS (POINT-OF-SERVICE).

Generally, when you use in-network providers, the Plan pays a higher percentage of covered expenses (after meeting any deductible) and there are no claim forms to complete with the Insurer. When you use out-of-network providers, the Plan pays a lower percentage of covered expenses (after meeting any deductible). You may also pay a higher deductible and out-of-pocket maximum, if applicable, and you may be required to file claim forms for reimbursement. Your Certificate of Coverage and other documents provide additional information on how benefits are paid when you access in-network providers and out-of-network providers.

Certain medical options, such as an HMO or POS, may require you to select a primary care physician ("PCP") to coordinate your care. If so, you may designate any PCP who participates in the network and who is available to accept you or your family members. For dependent children, you may designate a pediatrician as the PCP. You do not need prior authorization from the Insurer or your PCP to obtain access to obstetrical or gynecological care from a network professional who specializes in obstetrics or gynecology. The network professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For information on how to select a PCP, and for a list of participating primary care physicians, contact the Insurer at the telephone number or website shown later in this booklet.

Source of Payments

Benefits for covered services and expenses under the Benefit Program(s) listed above are paid by the Insurer and are guaranteed under the insurance contracts. Any cost-sharing provisions, such as your deductible, co-payment, or coinsurance, are set forth in the materials furnished by the Insurer.

Any required premiums for coverage will be shown in your enrollment materials. Your premiums will be deducted from your pay on a pre-tax basis.

Limitations and Exclusions

The materials for each Benefit Program contain information about limitations on benefits, covered preventive care services, prescription drugs, pre-authorizations required, utilization reviews required, obtaining emergency care, exclusions and expenses not covered, medical tests and procedures covered, any limits or caps on certain coverage, and relative costs for in-network and out-of-network services.

Continuation of Health Care Coverage through COBRA

If your health care coverage under the Plan ends for reasons other than the Employer's termination of all coverage under the Plan, you and/or your eligible dependents may be eligible to elect to continue coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Health care coverage may continue at your own expense for a specific length of time. See the section entitled "Your HIPAA/COBRA Rights" for additional information. Please note that if your Employer has less than 20 employees, Federal COBRA legislation may not apply to you, but you may instead be eligible for COBRA benefits available through your state. Contact your Insurer for additional information as these provisions vary from state to state.

For More Information

If you have a question about a covered service, or for more information about a specific procedure, coverage of new drugs, tests, or experimental or investigative treatments, you should consult the materials furnished by the Insurer for the coverage in which you are enrolled.

Your Life and Accidental Death & Dismemberment (“AD&D”) Coverage

The following Benefit Programs are fully insured and administered by the Insurer(s) listed in Appendix A:

- Group Term Life Insurance
- AD&D Insurance

Participation

You must meet all eligibility requirements for coverage in order to become a participant. Enrollment in basic coverage is automatic.

Benefits Provided

The benefits and amounts of coverage provided under each Benefit Program are more fully described in the materials provided to you by the Insurer. Life insurance benefits are paid in the event of the death of a covered participant. AD&D benefits are paid if a covered participant becomes dismembered or seriously injured as the result of a covered accident. You will need to designate a beneficiary to receive benefits in the event of your death.

Source of Payment

Group Term Life Insurance and AD&D benefits are paid by the Insurer and are guaranteed under the applicable insurance contracts. The Company pays the full cost of your basic coverage. You are not required to make any contributions.

Plan Limitations and Exclusions

You should refer to the materials provided by the Insurer for information concerning any limitations, waiting periods before coverage begins, maximum benefits payable, when coverage ends, exclusions, age reductions, or reductions for other benefits that may apply.

Coverage Continuation

If your Group Term Life Insurance coverage ends for any reason other than death, you may have a right to continue your insurance under an individual policy. You should consult your Certificate of Insurance for additional information about continuing your coverage as there may be time limits for making this decision once your coverage under the Plan ends.

For More Information

Consult your Certificate of Insurance or benefits booklets for additional questions about your coverage.

Your Disability Benefits

The following Benefit Programs are fully insured and administered by the Insurer(s) listed in Appendix A:

- Short-Term Disability (STD) Benefits – Employer paid
- Long-Term Disability (LTD) Benefits – Employer paid

Participation

You are automatically enrolled in the STD Benefit Program after you meet all eligibility requirements as described in the Insurer's materials. No action is required on your part to participate other than completing an application when initially eligible, if required.

Your LTD coverage begins after you satisfy all eligibility requirements for coverage. Enrollment is automatic - no action is required on your part other than completing an application where required. You must also satisfy any required elimination period defined in the Insurer's materials before LTD benefits are payable.

Benefits Provided

Your Certificate of Insurance defines when you are considered disabled. Generally, you are considered disabled when you are unable to perform with reasonable continuity the material duties of your own occupation due to physical disease, injury, or similar disorders.

Your Certificate of Insurance also describes the actual benefit you are eligible to receive when you become disabled and its duration.

You must be under the direct and continuous care of a licensed physician throughout the period for which disability benefits are paid. In order to continue receiving benefits, you are required to submit evidence, as requested, to support your disability claim. You may also be required to apply for Social Security disability benefits during the fifth month of your disability and, if necessary, appeal a denied claim.

Source of Payment

All disability benefits described above are paid by the Insurer and are guaranteed under the applicable insurance contract(s) or policies.

The Company pays the full cost of your STD and LTD coverage. You are not required to make any contributions.

Payment of Benefits

The Insurer is the Claims Administrator and is authorized to handle the day-to-day administrative tasks and pay claims. The Insurer may obtain the services of a licensed physician who will have the full authority and discretion to determine whether an absence is due to the same or related condition.

Offset of Other Benefits

If you become eligible for any disability benefits under state law or disability fund, Workers' Compensation, the Jones Act or any similar laws, state or Federal government income benefits (excluding military pensions), any self-insured, group, or individual pension plan to which the Employer contributes, or if you become entitled to Social Security disability benefits, your

disability benefits may be reduced by the amount of benefits you receive, or are entitled to receive, as the result of your disability.

Limitations and Exclusions

No benefits will be payable for any period in which: 1) you engage in any occupation or perform any work for compensation or profit, except approved rehabilitative employment; 2) you are not under the continuous care of a licensed physician; or 3) you are determined not to be disabled.

You should refer to the materials provided by the Insurer for information concerning any additional limitations, waiting periods before coverage begins, maximum benefits payable, when coverage ends, exclusions, taxability of benefits, age reductions, or reductions for other benefits that may apply.

Claims and Appeals

If your claim for disability benefits is denied, you have the right to file an appeal with the Insurer, as described in your Certificate of Insurance and other materials provided by the Insurer. If your claim for benefits is denied, the Insurer will send you written notice of denial which will include the reasons for the decision and other supporting information used to make its decision. Any appeal of a denied claim must be filed within the required time frames specified in the group policy and your Certificate of Insurance.

For More Information

Consult your Certificate of Insurance or benefits booklets for additional questions about your disability coverage.

Your Health Savings Account (“HSA”)

Your medical coverage may enable you to establish an HSA. To be eligible for an HSA, you must:

- Be covered by a high deductible health plan (“HDHP”);
- Not be covered by other health coverage that is not an HDHP (with some limited exceptions);
- Not be enrolled in Medicare; and
- Not be eligible to be claimed as a dependent on another person’s tax return.

To establish an HSA, you will need to open an account at an approved financial institution which will be used to pay for current and future health care expenses. Anyone can contribute to your HSA on your behalf, including a family member, your Employer or yourself.

How Your HSA Works

An HSA works in conjunction with an HDHP. Your HDHP will cover your eligible health care expenses after you meet your deductible. You can use your HSA to pay for eligible medical expenses until you meet your HDHP’s deductible, or you can use your HSA to pay for qualified medical expenses not covered under your HDHP (for example, dental or vision expenses).

The HSA is not a part of the HDHP and is not sponsored by your Employer. The information in this section is provided only as an overview of the HSA benefit.

Your HSA can provide a triple tax advantage—contributions, investment earnings and amounts distributed for qualified medical expenses are all exempt from Federal tax and most state income taxes.

HSA Contributions

After you open your account, you (or anyone else on your behalf) can make contributions to your HSA. Unless indicated otherwise in your enrollment materials, you can make your HSA contributions by personal check and then deduct your contributions on your Federal income tax return. If you are allowed to make pre-tax salary reduction contributions to your HSA, that information will be included in your enrollment materials.

Your Employer may contribute an annual amount (as shown in your enrollment materials) to your HSA. This amount may be a flat dollar amount payable to all participants or it may be based on the coverage you select (for example, self-only or family coverage). Employers are not required to make HSA contributions. If your enrollment materials do not show an Employer contribution, this means that your Employer does not contribute toward your HSA.

Because of an HSA’s powerful tax savings, there are strict limits on how much can be contributed to your HSA each year. The amount you or any other person can contribute to your HSA depends on the type of HDHP coverage you have, your age, the date you become an eligible individual and the date you cease to be an eligible individual. All contributions to your HSA for a calendar year (including contributions you, your Employer or anyone else makes on your behalf) are counted toward the HSA contribution limit.

In addition, if you are age 55 or older, you are permitted to make a \$1,000 “catch-up” contribution to your HSA each year.

You may wish to discuss your individual tax situation with your tax advisor or obtain IRS Publication 969 - Health Savings Accounts and Other Tax-Favored Health Plans, available at www.irs.gov.

Using Your HSA

You can receive tax-free distributions from your HSA to pay (or be reimbursed) for qualified medical expenses you incur after you establish your HSA. You can use your HSA account to pay for current and future qualified health care expenses. These include medical and prescription drug expenses, as well as deductible and coinsurance amounts, for yourself and your eligible dependents. A list of qualified medical expenses may be found in IRS Publication 502, available at www.irs.gov.

You will receive information about how to use your HSA when you open your account. Depending on where your account is, you may be issued a debit card or checkbook to pay for eligible expenses. It is important for you to keep receipts in order to document expenses for any tax year that may come under review.

You do not have to make distributions from your HSA each year. Unlike some other types of medical savings accounts, your HSA account balance rolls over from year to year.

If you use the money in your HSA for non-qualified medical expenses, the amount is subject to ordinary income tax, plus a 20-percent tax penalty if you are under age 65. The tax penalty generally does not apply if the distribution occurs after you reach age 65, become disabled or die; however, ordinary income tax will still apply.

Important Information about your HDHP/HSA

Participation in an HDHP/HSA is subject to the following IRS requirements:

- Your medical and prescription drug expenses are combined toward meeting your deductible—there is not a separate deductible for prescription drug expenses. This means that you have to pay the full cost for prescriptions, as well as medical expenses, until you have paid the HDHP's applicable deductible amount (individual or family). Then, the plan starts to pay. However, your HDHP may provide preventive care benefits without a deductible.
- You cannot be enrolled in other medical coverage (including a plan through your spouse's employer) that is not an HDHP, even as a dependent. However, you can participate in certain permissible types of coverage, such as a limited-purpose HRA or health FSA that reimburses or pays for dental and vision expenses.
- You cannot be enrolled under your spouse's non-HDHP coverage. However, you can still be an eligible individual even if your spouse has non-HDHP coverage, provided you are not covered by that plan.
- You cannot be enrolled in Medicare coverage.

For additional information about how an HDHP/HSA works, refer to IRS Publication 969 – Health Savings Accounts and Other Tax-Favored Health Plans.

When Your HDHP Participation Ends

Your HSA belongs to you. It stays with you when you change employers or leave the workforce. If your medical coverage under the Plan terminates for any reason, the funds in your HSA account remain yours. Your HSA is also inheritable. What happens to your HSA when you die

depends on who you name as your beneficiary. You will need to designate a beneficiary when you open your HSA.

You can make tax-free contributions to your HSA if you participate in another HDHP (and meet the other requirements for HSA eligibility). You may continue to use your HSA to pay for qualified medical expenses, or you may elect to leave the money in your account grow on a tax-free basis to use for future health care expenses. However, once you enroll in Medicare or are no longer covered by an HDHP, you are not permitted to make contributions to your HSA.

You may use your HSA funds to pay Medicare premiums. Payment of Medicare premiums is a qualified expense and a tax-free distribution. If you are 65 or older, HSA distributions used for non-qualified medical expenses will be subject to ordinary income tax but exempt from the additional penalty tax.

Additional Information

For additional information about your HSA, contact the financial institution where your account is established. Since the rules governing HSAs are complex, you may also wish to obtain a copy of IRS Publication 969 - Health Savings Accounts and Other Tax-Favored Health Plans.

Administrative Information

The following sections contain legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful if you want to know:

- how to contact the Plan Administrator;
- how to contact the Insurer or Claims Administrators;
- what to do if a benefit claim is denied; and
- your rights under ERISA and other Federal laws such as COBRA.

IMPORTANT: The Employee Retirement Income Security Act (ERISA) is a Federal law. This Summary Plan Description is issued in accordance with ERISA and may not include language or certain mandated coverage required by state insurance laws. State mandated coverage may be addressed separately in the insurance certificates provided by the Insurer.

Plan Sponsor and Administrator

Village of Grand Beach is the Plan Sponsor and the Plan Administrator for this Plan. You may contact the Plan Administrator at the following address and telephone number:

Plan Administrator

Village of Grand Beach
48200 Perkins
Grand Beach, MI 49117
269-469-3141

As set forth in Section 3(16) under ERISA, the Plan Administrator will administer this Plan and will be the "Named Fiduciary" for the Plan. The Plan Administrator will have control of the day-to-day administration of this Plan and will serve without additional remuneration if such individual is an employee of the Employer. The Plan Administrator will have the following duties and authority with respect to the Plan:

- To prepare and file with governmental agencies all reports, returns, and all documents and information required under applicable law;
- To prepare and furnish appropriate information to eligible employees and Plan participants;
- To prescribe uniform procedures to be followed by eligible employees and participants in making elections, filing claims, and other administrative functions in order to properly administer the Plan;
- To receive such information or representations from the Employer, eligible employees, and participants necessary for the proper administration of the Plan and to rely on such information or representations unless the Plan Administrator has actual knowledge that the information or representations are false;
- To properly administer the Plan in accordance with all applicable laws governing fiduciary standards;
- To maintain and preserve appropriate Plan records; and
- To accept all other responsibilities and duties of the administrator of the Plan as specifically set forth in ERISA.

In addition, the Plan Administrator has the discretionary authority to determine eligibility under all provisions of the Plan; correct defects, supply omissions, and reconcile inconsistencies in the Plan; ensure that all benefits are paid according to the Plan; interpret Plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the Plan.

For fully insured benefits, unless otherwise expressly provided in the insurance policy or contract governing a Benefit Program, the Insurer shall be the Plan Administrator and Named Fiduciary only with respect to the benefits provided through the insurance policy or contract. The Insurer shall be responsible for determining eligibility for and the amount of benefits payable under the Benefit Program, and for prescribing claims procedures to be followed by Participants. The Insurer shall also be responsible for paying claims.

Plan Year

The Plan Year is January 1 through December 31.

Note: An insured benefit may use a policy year that differs from the Plan Year, with deductible and out-of-pocket expenses based on the policy year. Please refer to the insurance certificate and other materials provided by the Insurer to determine how the policy year impacts your benefits.

Type of Plan

This Plan is called a "welfare plan", which includes group health plans under ERISA; they help protect you against financial loss in case of sickness or injury.

Identification Numbers

The Employer Identification Number (EIN) and Plan number for the Plan is:

EIN: 38-6007220 PLAN NUMBER: 501

Plan Funding and Type of Administration

Funding and administration of the Plan is as follows.

Type of Administration	The Plan is administered by the Employer through an arrangement with Insurers and third-party (claims) administrators. Insured benefits will be payable solely by the Insurer.
Funding	The Employer and employees both contribute to the Plan. Premiums are paid to the Insurers for fully insured Benefit Programs and benefits will be paid by the Insurer in accordance with the applicable insurance contract/policy.

Funding for this Plan shall consist of an aggregation of the funding for all Benefit Programs. The Employer shall have the right to insure any benefits under this Plan, to establish any fund or trust for the payment of benefits under this Plan, or to do neither and pay benefits under this Plan from its general assets, either as mandated by law or as the Employer deems advisable. In addition, the Employer shall have the right to alter, modify, or terminate any method or methods used to fund the payment of benefits under this Plan, including, but not limited to, any trust or insurance policy.

If any benefit is funded by the purchase of insurance, the benefit shall be payable solely by the Insurer.

Insurers/Claims Administrators

For fully insured Benefit Programs, the Insurer is responsible for administering benefits and paying claims. They may contract with a separate Claims Administrator to process claims. You may contact the Insurer/Claims Administrator directly, using the information listed below.

It is important to understand that if the terms of this SPD conflict with the terms of the insurance certificate regarding substantive rules for an insured Benefit Program (such as benefits and claims procedures), the terms of the insurance certificate will control, unless otherwise required by law.

Medical/Prescription Drug Benefits

Priority Health
1231 East Beltline
Grand Rapids, MI 49525
800-942-0954
www.priorityhealth.com

Vision Benefits

VSP
3333 Quality Drive
Rancho Cordova, CA 95670
800-852-7600
www.vsp.com

Group Term Life Insurance Benefits

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

Accidental Death & Dismemberment Benefits

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

STD Benefits

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

LTD Benefits

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

Agent for Service of Legal Process

For disputes arising under any fully insured Benefit Program, Service of Legal Process may be made upon the Insurer listed above. Service of Legal Process may also be served upon:

Village of Grand Beach
48200 Perkins
Grand Beach, MI 49117
269-469-3141

Service of Legal Process may also be served on the Plan Administrator.

No Obligation to Continue Employment

The Plan does not create an obligation for the Employer to continue your employment or interfere with the Employer's right to terminate your employment, with or without cause.

Non-Alienation of Benefits

With the exception of a Qualified Medical Child Support Order, your right to any benefit under this Plan cannot be sold, assigned, transferred, pledged or garnished. The Plan Administrator or, where applicable, the Insurer, has procedures for determining whether an order qualifies as a QMCSO; participants or beneficiaries may obtain a copy without charge by contacting the Plan Administrator or Insurer.

Severability

If any provision of this Plan is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

Payment of Benefits to Others

The Insurer/Claims Administrator, in its discretion, may authorize any payments due to be paid to the parent or legal guardian of any individual who is either a minor or legally incompetent and unable to handle his or her own affairs.

Expenses

All expenses incurred in connection with the administration of the Plan, are Plan expenses and will be paid from the general assets of the Company.

Fraud

No payments under the Plan will be made if you or a provider of services attempts to perpetrate a fraud upon the Plan with respect to any such claim. The Insurer/Claims Administrator will have the right to make the final determination of whether a fraud has been attempted or committed upon the Plan or if a misrepresentation of fact has been made. The Plan will have the right to recover any amounts, with interest, improperly paid by the Plan by reason of fraud. If you or a covered dependent attempts or commits fraud upon the Plan, your coverage may be terminated and you may be subject to disciplinary action by the Employer, up to and including termination of employment.

Indemnity

To the full extent permitted by law, the Employer will indemnify the Plan Administrator and each other employee who acts in the capacity of an agent, delegate, or representative ("Plan Administration Employee") of the Plan Administrator against any and all losses, liabilities, costs

and expenses incurred by the Plan Administration Employee in connection with or arising out of any pending, threatened, or anticipated action, suit or other proceeding in which the Employee may be involved by having been a Plan Administration Employee.

Compliance with State and Federal Mandates

Each Benefit Program will comply to the extent possible with the requirement of all applicable laws, including but not limited to: ERISA, COBRA, USERRA, HIPAA, the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Act of 1998, FMLA, the Mental Health Parity and Addiction Equity Act of 2008, PPACA, HITECH, Michelle's Law (if applicable), and Title I of GINA (prohibiting the use of genetic information to discriminate with respect to health insurance premiums, contributions or other restricted purposes).

Refund of Premium Contributions

For fully insured Benefit Programs, the Plan will comply with DOL guidance regarding refunds (e.g., dividends, demutualization, experience adjustments, and/or medical loss ratio rebates) of insurance premiums. Where any refund is determined to be a plan asset to the extent amounts are attributable to participant contributions, such assets will be: 1) distributed to current plan participants within 90 days of receipt, 2) used to reduce participants' portion of future premiums under the Plan (e.g., premium holiday); or 3) used to enhance future benefits under the Plan. Such determination will be made by the Plan Administrator, acting in its fiduciary capacity, after weighing the costs to the Plan and the competing interest of participants, provided such method is reasonable, fair, and objective.

Nondiscrimination

The Plan is intended to be nondiscriminatory under Code Section 125. Code Section 125 prohibits discrimination in favor of highly compensated individuals with respect to eligibility to participate, highly compensated participants with respect to benefits and contributions and key employees with respect to total Plan contributions. If the Plan Administrator determines, at any time, that the Plan may fail to satisfy these nondiscrimination requirements, the Plan Administrator may take such action as it deems appropriate to comply with the nondiscrimination requirements. This action may include, for example, modifying the elections of highly compensated or key employees without their consent.

No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any representation, guarantee or warranty that any amount paid as premiums or distributed as benefits under the Plan will be excludable from your gross income for federal or state income tax purposes (or that any other state or federal tax treatment will apply or be available to you). It is your responsibility to determine whether payments are excludable from your gross income for federal and state income tax purposes.

Future of the Plan

The Employer expects that the Plan will continue indefinitely. However, the Employer has the sole right to amend, modify, suspend, or terminate all or part of the Plan at any time.

The Employer may also change the level of benefits provided under the Plan at any time. If a change is made, benefits for claims incurred after the date the change takes effect will be paid

according to the revised Plan provisions. In other words, once a change is made, there are no rights to benefits based on earlier Plan provisions.

Claims Procedures/Coordination of Benefits

This section describes what you must do to file or appeal a claim for services. It also describes how benefits under this Plan are coordinated with other benefits to which you or a covered dependent might be entitled.

Claims and Appeals

For fully insured Benefit Programs, the claims procedures, including issues related to payment, preauthorization approval, or utilization review, as well as the time frames for submitting claims, are set forth in the insurance certificates.

If your claim is denied and you disagree and want to pursue the matter, you must file a First Level Appeal with the respective Insurer. A rescission of coverage is also considered an adverse benefit determination that triggers your right to file an appeal. You or your authorized representative may appeal a denied claim within the time frame provided in the insurance certificates for that Benefit Program. Different time frames apply to healthcare claims and disability-related claims. You will have the right to submit for review, written comments, documents, records, and other information related to the claim; and to request, free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claim.

The Insurer, acting on behalf of the Plan, has full and exclusive authority and discretion to construe and interpret the provisions of the Program, to determine questions of coverage, and entitlement to and termination of benefits, and to make factual findings. If the Insurer denies your claim (in whole or in part) during a First Level Appeal, you may file a Second Level Appeal. If after such review, the Insurer continues to deny the claim in full or in part, you will be notified of the decision in writing.

The Insurer's decision will include specific reasons for the decision, written in a manner calculated to be easily understood, with specific references to the Benefit Program's provision or provisions, including any internal rules, guidelines, protocol, or other similar criterion relied upon, on which the appeal decision is based. It will also include a statement of your right to access and receive copies of all documents, records, and other information relevant to your appeal. You will also be provided a statement advising that you are entitled to bring civil action in Federal court under Section 502(a) of ERISA.

Exhaustion Required

The decision of the Insurer for fully insured Benefit Programs shall be final and conclusive on all persons claiming benefits under the Benefit Program, subject to applicable law. No other actions may be brought by any person until an appeal for denied benefits has been brought and been denied (or deemed denied) as described above under the respective claims procedure. You must exhaust all remedies available to you before bringing legal action. You cannot take any other steps unless and until you have exhausted all appeals. For example, if your claim is denied and you do not use the appeals procedures, the denial of your claim will be conclusive and cannot be challenged, even in court.

Non-Duplication of Benefits / Coordination of Benefits

If you (or an eligible dependent) are covered by another employer's plan, the two plans work together to avoid duplicating payments. This is called non-duplication or coordination of benefits.

The Insurer is responsible for ensuring that eligible expenses are coordinated with benefits from:

- other employers' plans;
- certain government plans; and
- motor vehicle plans when required by law.

The Insurer may request information about other coverage you may have. You are required to provide this information to ensure that claims are properly paid.

Subrogation and Reimbursement

If you or your dependent receives benefits in excess of the amount payable under the Plan, the Insurer has a right to subrogation and reimbursement. Subrogation applies when the Insurer has paid benefits for a sickness or injury for which a third party is considered responsible (e.g., an insurance carrier if you are involved in an auto accident).

The Plan Administrator has delegated all subrogation rights and third party recovery rights to the Insurer of each fully insured Benefit Program. The Insurer shall undertake reasonable steps to identify claims in which the Plan has a subrogation interest and shall manage subrogation cases on behalf of the Plan. You are required to cooperate with the Insurer to facilitate enforcement of its rights and interests.

These provisions shall not apply where subrogation is specifically prohibited by enforceable law.

Your Rights under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to the following.

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements (if applicable).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements (if applicable) and an updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Continue Group Health Plan Coverage

Continue health care coverage for yourself, spouse, or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union (if applicable), or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the previously mentioned rights. For instance, if you request a copy of Plan documents (i.e., Summary Plan Description and Summary of Material Modification) and do not receive it within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If, after you exhaust your appeals, you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. Such suit must be filed within 180 days from the date of an adverse appeal determination notice. In addition, if you disagree with the Plan's decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court

will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose (for example, if the court finds your claim is frivolous), the court may order you to pay these costs and fees.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration at 1-866-444-3272.

Your HIPAA Rights

Health Insurance Portability and Accountability Act (HIPAA)

Title II of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations at 45 CFR Parts 160 through 164 (HIPAA) contain provisions governing the use and disclosure of Protected Health Information (PHI) by group health plans, and provide privacy rights to participants in those plans. These rules are called the HIPAA Privacy Rules.

You will receive a "Notice of Privacy Practices" from the Administrator(s) and/or Insurer(s) that contains information about how your individually identifiable health information is protected under the HIPAA Privacy Rules and who you should contact with questions or concerns.

The HIPAA Privacy Rules apply to group health plans. These plans are commonly referred to as "HIPAA Plans" and are administered to comply with the applicable provisions of HIPAA. PHI is individually identifiable information created or received by HIPAA Plans that relates to an individual's physical or mental health or condition, the provision of health care to an individual, or payment for the provision of health care to an individual. Typically, the information identifies the individual, the diagnosis, and the treatment or supplies used in the course of treatment. It includes information held or transmitted in any form or media, whether electronic, paper or oral. When PHI is in electronic form it is called "ePHI."

The HIPAA Plans may disclose PHI to the Plan Sponsor only as permitted under the terms of the Plan, or as otherwise required or permitted by HIPAA. The Plan Sponsor agrees to use and disclose PHI only as permitted or required by the HIPAA Privacy Rules and the terms of the Plan.

The HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose enrollment and disenrollment information to the Plan Sponsor. Also, the HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the information for the purposes of (1) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (2) modifying, amending or terminating the Plan. "Summary Health Information" means information that summarizes the claims history, claims expenses or types of claims experienced by individuals covered under the HIPAA Plans and has almost all individually identifying information removed. The HIPAA Plans may also disclose PHI to the Plan Sponsor pursuant to a signed authorization that meets the requirements of the HIPAA Privacy Rules.

In addition, the HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose PHI to the Plan Sponsor for plan administration purposes. Plan administration purposes means administration functions performed by the Plan Sponsor on behalf of the HIPAA Plans, such as claims processing, coordination of benefits, quality assurance, auditing and monitoring. Plan administration purposes do not include functions performed by the Plan Sponsor in connection with any other benefit or benefit plan of the Plan Sponsor or any employment-related actions or decisions.

The Plan Sponsor agrees that with respect to any PHI (other than enrollment/disenrollment information, Summary Health Information and information disclosed pursuant to a valid HIPAA authorization) disclosed to it by the HIPAA Plans (or an Insurer with respect to the HIPAA Plans), the Plan Sponsor will:

- Not use or further disclose the information other than as permitted or required by the Plan or as required by law;

- Ensure that any agents, including subcontractors, to whom it provides PHI received from the HIPAA Plans agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI;
- Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- Report to the HIPAA Plans any use or disclosure of PHI of which it becomes aware that is inconsistent with the permissible uses or disclosures;
- Make PHI available in accordance with the individual rights of access under the HIPAA Privacy Rules;
- Make an individual's PHI available for amendment, and incorporate any amendments, as required by the HIPAA Privacy Rules;
- Make available the information required to provide an accounting of disclosures to individuals, as required by the HIPAA Privacy Rules;
- Make its internal practices, books and records relating to the use and disclosure of PHI received from the HIPAA Plans available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA's requirements;
- If feasible, return or destroy all PHI received from the HIPAA Plans that the Plan Sponsor still maintains in any form and retain no copies of this information when no longer needed for the purpose for which disclosure was made, except that, if this return or destruction is not feasible, limit further uses or disclosures to those purposes that make the return or destruction of the information infeasible; and
- Ensure adequate separation between the HIPAA Plans and the Plan Sponsor is established.

In addition, the Plan Sponsor will reasonably and appropriately safeguard ePHI (other than enrollment/disenrollment information, Summary Health Information and information disclosed pursuant to a valid HIPAA authorization) that is created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the HIPAA Plans. The Plan Sponsor will:

- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains or transmits on behalf of the HIPAA Plans;
- Ensure that adequate separation between the HIPAA Plans and the Plan Sponsor is supported by reasonable and appropriate security measures;
- Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the HIPAA Plans any security incident of which it becomes aware.

The Plan Sponsor allows Mary Robertson access to the PHI. No other persons have access to PHI. These specified employees (or classes of employees) only have access to and use of PHI to the extent necessary to perform the plan administration functions that the Plan Sponsor performs for the HIPAA Plans. In the event that a specified employee does not comply with these HIPAA provisions, the employee will be subject to disciplinary action by the Plan Sponsor for non-compliance pursuant to the Plan Sponsor's employee discipline and termination procedures.

Your COBRA Continuation Coverage Rights

Continuing Health Care Coverage through COBRA

This section provides an overview of COBRA continuation coverage. The coverage described may change as permitted or required by applicable law. When you first enroll in coverage, you will receive from the Plan Administrator/COBRA Administrator your initial COBRA notice. This notice and subsequent notices you receive will contain current requirements applicable for you to continue coverage.

The length of COBRA continuation coverage (COBRA coverage) depends on the reason that coverage ends, called the "qualifying event." These events and the applicable COBRA continuation period are described below.

If you and/or your eligible dependent(s) choose COBRA coverage, the Employer is required to offer the same medical and prescription drug coverage that is offered to similarly situated employees. Proof of insurability is not required to elect COBRA coverage. In other words, you and your covered dependents may continue the same healthcare coverage you had under the Plan before the COBRA qualifying event.

If you have a new child during the COBRA continuation period by birth, adoption, or placement for adoption, your new child is considered a qualified beneficiary. Your new child is entitled to receive coverage upon his or her date of birth, adoption, or placement for adoption, provided you enroll the child within 30 days of the child's birth/adoption/placement for adoption. If you do not enroll the child under your coverage within 30 days, you will have to wait until the next open enrollment period to enroll your child.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

For more information about the Marketplace, visit www.HealthCare.gov.

COBRA Qualifying Events and Length of Coverage

Each person enrolled in benefits will have the right to elect to continue healthcare benefits upon the occurrence of a qualifying event that would otherwise result in such person losing healthcare benefits. Qualifying events and the length of COBRA continuation are as follows:

18-Month Continuation

Healthcare coverage for you and your eligible dependent(s) may continue for 18 months after the date of the qualifying event if your:

- employment ends for any reason other than gross misconduct; or
- hours of employment are reduced.

If you or your eligible dependent is disabled at the time your employment ends or your hours are reduced, the disabled person may receive an extra 11 months of COBRA coverage in addition to the 18-month continuation period (for a total of 29 months of coverage from the date of the qualifying event). If the individual entitled to the disability extension has non-disabled family members who have COBRA coverage due to the same qualifying event, those non-disabled

family members will also be entitled to the 11-month extension, including any child born or placed for adoption within the first 60 days of COBRA coverage.

The 11-month extension is available to any COBRA participant who meets all of the following requirements:

- he or she becomes disabled before or within the first 60 days of the initial 18-month coverage period (including a child born or placed for adoption with you); and
- he or she notifies the Plan Administrator (or its designated COBRA Administrator) within 60 days of the date on the Social Security Administration determination letter, and provides a copy of the disability determination; and
- he or she notifies the Plan Administrator (or its designated COBRA Administrator) before the initial 18-month COBRA coverage period ends.

You must also notify the Plan Administrator (or its designated COBRA Administrator) within 30 days of the date Social Security Administration determines that you or your dependent is no longer disabled.

36-Month Continuation

Coverage for your eligible dependent(s) may continue for up to 36 months if coverage is lost due to your:

- death;
- divorce or legal separation;
- eligibility for Medicare coverage; or
- dependent child's loss of eligible dependent status under this Plan

Note: If any of these events (other than Medicare entitlement) occur while your dependents are covered under COBRA (because of an 18-month or 18-month plus 11 month extension qualifying event), coverage for the second qualifying event may continue for up to a total of 36 months from the date of the first COBRA qualifying event. In no case, however, will COBRA coverage be continued for more than 36 months in total.

If you become eligible for Medicare before a reduction in hours or your employment terminates, coverage for your dependents may be continued for up to 18 months from the date of your reduction in hours or termination of employment, or for up to 36 months from the date you became covered by Medicare, whichever is longer.

COBRA Notifications

If you or your covered dependents lose coverage under the Plan because your employment status changes, you become entitled to Medicare, or you die, the Plan Administrator (or its designated COBRA administrator) will automatically provide you or your dependents with information about COBRA continuation coverage, including what actions you must take by specific deadlines.

If your covered dependent loses coverage as a result of your divorce, legal separation, or a dependent child's loss of eligibility under the Plan, you or your dependent must notify the Employer within 60 days of the qualifying event. The Plan Administrator (or its designated COBRA administrator) will automatically send you or your dependent, as applicable, COBRA enrollment information. If you or your dependent fails to provide notification of the event within 60 days, you or your dependent forfeits all continuation of coverage rights under COBRA. To

continue COBRA coverage, you and/or your eligible dependents must elect and pay the required cost for COBRA coverage by completing and returning your COBRA enrollment form.

NOTE: If you have a new child during the COBRA continuation period by birth, adoption or placement for adoption, your new child is entitled to the status of a qualified beneficiary. As such, your new child is entitled to receive coverage upon his or her date of birth, date of adoption or date placement for adoption is made and you become legally obligated to provide support for the child, provided you enroll the child within thirty (30) days of the child's birth/adoption/placement.

Cost of COBRA Coverage

You or your eligible dependent pay the full cost for healthcare coverage under COBRA, plus any required administrative fee up to two percent, or up to 102 percent of the full premium cost, except in the case of an 11-month disability extension where you may be required to pay up to 150 percent of the full premium cost for coverage.

COBRA Continuation Coverage Payments

Each qualified beneficiary may make an independent COBRA coverage election. You elect coverage by completing and returning your COBRA enrollment form as instructed in your enrollment materials within 60 days of the date you receive information about your COBRA rights or, if later, the date of your qualifying event.

The first COBRA premium payment is due no later than 45 days from the date COBRA coverage is elected. Although COBRA coverage is retroactive to the date of the initial qualifying event, no benefits will be paid until the full premium payment is received. Each month's premium is due prior to the first day of the month of coverage. You or your dependent is responsible for making timely payments.

If you or your dependent fails to make the first payment within 45 days of the COBRA election, or subsequent payments within 30 days of the due date (the grace period), COBRA coverage will be canceled permanently, retroactive to the last date for which premiums were paid. COBRA coverage cannot be reinstated once it is terminated.

COBRA premium payments that are returned by the bank for insufficient funds will result in termination of your COBRA coverage if a replacement payment in the form of a cashier's check, certified check, or money order is not made within the grace period.

COBRA premium payments must be mailed to the address indicated on your premium notice. Even if you do not receive your premium notice, it is your responsibility to contact the COBRA administrator. Your COBRA coverage will end if payment is not made by the due date on your notice. It is your responsibility to ensure that your current address is on file.

You may be eligible for state or local assistance to pay the COBRA premium. For more information, contact your local Medicaid office or the office of your state insurance commissioner.

How Benefit Extensions Impact COBRA

If you have a qualifying event that could cause you to lose your coverage, the length of any benefit extension period is generally considered part of your COBRA continuation coverage period and runs concurrently with your COBRA coverage.

When COBRA Coverage Ends

COBRA coverage for a covered individual will end when any of the following occur:

- The premium for COBRA coverage is not paid on a timely basis (monthly payments must be postmarked within the 30-day grace period, your initial payment must be postmarked within 45 days of your initial election).
- The maximum period of COBRA coverage, as it applies to the qualifying event, expires.
- The individual becomes covered under any other group medical plan.
- The individual becomes entitled to Medicare.
- The Employer terminates its group health plan coverage for all employees.
- Social Security determines that an individual is no longer disabled during the 11-month extension period.

Definitions

COBRA

The Consolidated Omnibus Budget Reconciliation Act. This Federal law allows a continuation of healthcare coverage in certain circumstances for Employers with 20 or more employees. Small Employers may be subject to individual state COBRA provisions.

Dependent

The definition of a dependent is defined in the insurance certificate and other materials provided by the Insurer. Under the PPACA, your dependent for health insurance coverage includes your child under age 26, regardless of financial dependency, residency with you, marital status, or student status.

Certain states may impose a different definition of dependent that extends coverage beyond age 26. Your employer also may elect a more generous definition of dependent or apply the above definition to other Benefit Programs. For questions regarding dependent eligibility, contact the Plan Administrator.

Employee

A person who is a fulltime employee and who is regularly scheduled to work for the Employer in an employer-employee relationship. The definition of an eligible employee is defined in the Plan Overview.

Election Form

The form used by employees to elect to participate in a Benefit Program and to authorize payment of premiums for such Benefit Program, where applicable.

ERISA

The Employee Retirement Income Security Act of 1974, as amended, a Federal law that governs group benefit plans.

GINA

The Genetic Information Nondiscrimination Act of 2008, as amended.

HIPAA

Health Insurance Portability and Accountability Act of 1996, as amended.

HITECH

The Health Information Technology for Economic and Clinical Health Act, as amended.

Insurer

Any insurance company that fully insures (or partially insures) any benefit provided by this Plan or any Benefit Program.

Leased Employee

Leased employee as defined in the Internal Revenue Code, section 414(n), as amended.

Medicare

The program of health care for the aged established by Title XVIII of the Social Security Act of 1965, as amended.

NMHPA

The Newborns' and Mother's Health Protection Act of 1996, as amended. Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any

hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section.

However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Participant

An eligible employee who elects to participate in the Plan by completing the necessary Election Form on a timely basis, as provided by the Plan Administrator.

PPACA

The Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010.

Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN)

Any court order that: 1) provides for child support with respect to the employee's child or directs the employee to provide coverage under a health benefit plan under a state domestic relations law, or 2) enforces a law relating to medical child support described in the Social Security Act, Section 1908, with respect to a group health plan. A QMCSO or an NMSN also may be issued through an administrative process established under state law. A participant must notify the Plan Administrator if he or she is subject to a QMCSO or an NMSN.

USERRA

The Uniformed Services Employment and Reemployment Rights Act of 1994; a Federal law covering the rights of participants who have a qualified uniformed services leave.

WHCRA

The Women's Health and Cancer Rights Act of 1998, as amended. Your medical coverage under the Plan includes coverage for a medically necessary mastectomy and patient-elected reconstruction after the mastectomy. Specifically, for you or your covered dependent who is receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for: 1) All stages of reconstruction of the breast on which the mastectomy was performed; 2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; 3) Prostheses; and 4) Treatment of physical complications at all stages of mastectomy, including lymphedema.

Adoption of the Plan

The Village of Grand Beach Health and Welfare Benefit Plan, effective 01/01/2021, as amended and restated herein, is hereby adopted as of 01/01/2022. This document constitutes the basis for administration of the Plan.

IN WITNESS WHEREOF, the parties have caused this document to be executed on this _____ day of _____, 202 .

BY: _____

TITLE: _____

APPENDIX A

BENEFIT PROGRAM	NAME OF INSURER/ CLAIMS ADMINISTRATOR	POLICY OR CONTRACT NUMBER(S)	START OF POLICY YEAR OR EFFECTIVE DATE OF COVERAGE	ELIGIBILITY	CLAIMS PROCEDURE & BENEFITS
GROUP MEDICAL INSURANCE POS	PRIORITY HEALTH INSURER/CLAIMS ADMINISTRATOR	795207	January 1	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.
GROUP VISION BENEFITS	VSP INSURER/CLAIMS ADMINISTRATOR	30092372- 0017	August 1	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.
GROUP TERM LIFE INSURANCE BENEFITS	METROPOLITAN LIFE INSURANCE COMPANY INSURER/CLAIMS ADMINISTRATOR	05945291	May 1	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE	METROPOLITAN LIFE INSURANCE COMPANY INSURER/CLAIMS ADMINISTRATOR	05945291	May 1	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.
SHORT-TERM DISABILITY BENEFITS	METROPOLITAN LIFE INSURANCE COMPANY INSURER/CLAIMS ADMINISTRATOR	05945291	May 1	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.

BENEFIT PROGRAM	NAME OF INSURER/ CLAIMS ADMINISTRATOR	POLICY OR CONTRACT NUMBER(S)	START OF POLICY YEAR OR EFFECTIVE DATE OF COVERAGE	ELIGIBILITY	CLAIMS PROCEDURE & BENEFITS
LONG-TERM DISABILITY BENEFITS	METROPOLITAN LIFE INSURANCE COMPANY INSURER/CLAIMS ADMINISTRATOR	05945291	May 1	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.

***Plan Document and
Summary Plan Description for the
Village of Grand Beach Section 125 Premium
Plan***

EFFECTIVE DATE: 01/01/2022

Introduction

Village of Grand Beach (the "Employer" or "Company") is pleased to offer you this salary reduction plan. It is a valuable and important part of your overall compensation package. This document serves as the Plan document and the Summary Plan Description ("SPD") for the Village of Grand Beach Section 125 Premium Plan ("the Plan").

The Plan is designed to permit eligible employees to pay for their share of premiums for the Benefit Programs shown in Appendix A on a pre-tax basis. Pre-tax dollars come out of your pay before federal income and Social Security taxes are withheld (and, in most states, before state and local taxes are withheld). This gives your contributions a special tax advantage and lowers the actual cost of participating in the Plan to you.

The Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code (the "Code") and the regulations issued thereunder and shall be construed consistently with that intent. You should keep this booklet in a safe and convenient place for future reference. This booklet includes important information about your elections for the Benefit Programs shown in Appendix A, including when you may change your elections. This booklet, however, does not address the eligibility rules, covered benefits and related procedures that apply to the Benefit Programs. You should review the documentation for those Benefit Programs (for example, insurance certificates or separate SPDs) for specific information about those covered benefits.

Table of Contents

Introduction.....	ii
Plan Overview	1
Administrative Information.....	6
Definitions	10
Adoption of the Plan	11
APPENDIX A	12

Plan Overview

The Plan provides benefits to eligible employees and their dependents through qualified Benefit Programs. These Benefit Programs may be summarized in an insurance contract, a Summary Plan Description ("SPD"), and/or other governing documents. You will receive a separate SPD, where required, that describes the features of each Benefit Program included under this Plan.

Your Eligibility

You are eligible for the Plan if you are a full-time active employee normally scheduled to work 30 hours per week.

Unless otherwise communicated to you in writing by the Company, the following individuals are not eligible for benefits: part-time employees, employees of a temporary or staffing firm, payroll agency or leasing organization, persons hired on a seasonal or temporary basis, independent contractors and other individuals who are not on the Company payroll, as determined by the Company.

The Employer's determination of eligibility is conclusive and binding for Plan purposes. No reclassification of a person's status, for any reason, by a third party (whether by a court, governmental agency or otherwise) will change a person's eligibility for benefits under the Plan.

Eligible Dependents

The definition of eligible dependents and other provisions, such as whether you may enroll your eligible dependents in a Benefit Program, are defined in the governing documents for each Benefit Program.

Unless otherwise defined by the insurance certificate for a Benefit Program, your eligible dependents include:

- your legal spouse;
- your child under age 26 regardless of financial dependency, residency with you, marital status, or student status;

For purposes of the Plan, your child includes:

- your biological child;
- your legally adopted child (including any child lawfully placed for adoption with you);
- your stepchild;
- a foster child who has been placed with you by an authorized placement agency or by judgment decree or other court order;
- an eligible child for whom you are required to provide coverage under the terms of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

If you have any questions regarding dependent coverage under a Benefit Program, check with the Insurer or Claims Administrator for that program.

When Coverage Begins

On or before the time you become eligible to participate in the Plan, you will be provided an Election Form, on which you may agree to convert a portion of your compensation to purchase one or more Benefit Programs. Your election will not be effective unless your completed Election Form that authorizes a reduction to your salary has been returned to the Plan Administrator. Your election will then continue until you change or discontinue it or become ineligible to participate in the Plan or a Benefit Program.

Unless otherwise stated in the governing documents for a Benefit Program, your coverage begins the first of the month following 60 days of employment. Coverage for your eligible dependents begins on the same day as your initial eligibility provided you enroll your dependents within 31 days of eligibility.

If you terminate employment and are subsequently rehired within 90 days, coverage under the Plan will begin as of your rehired date.

Your Contribution for Coverage

Each year, the Employer will evaluate all costs and may adjust the cost of coverage during the next annual enrollment. Any required contribution amount will be provided to you by the Employer in your enrollment materials and on your Election Form which are incorporated herein by reference. You may also request a copy of any required contribution amounts from the Plan Administrator.

Enrolling for Coverage

Initial Enrollment

As a newly eligible employee, you will receive an Election Form and enrollment information when you first become eligible for benefits. For each Benefit Program, you will need to make your coverage elections by the deadline shown in your enrollment materials. When you enroll in the Plan, you authorize the Employer to deduct any required premiums from your pay through salary reduction. If you do not enroll in coverage when initially eligible, you will be deemed to have elected no coverage or the default coverage designated by the Employer for a Benefit Program.

The elections you make will remain in effect until the next December 31, unless a permitted election change event occurs (see below). Your insured benefits may have a different coverage period. Your enrollment materials and Election Form will tell you if a different 12-month coverage period applies to your elections for an insured benefit. After your initial enrollment, you will enroll during the designated annual open enrollment period.

Annual Open Enrollment Period

Each year during a designated open enrollment period, you will be given an opportunity to make your elections for the upcoming year. Your enrollment materials and Election Form will provide your share of the premium cost, as well as any default coverage you will be deemed to have elected if you do not make an election by the specified deadline. In general, the elections you make will take effect on January 1 and stay in effect through December 31, the Plan Year, unless you have a qualifying change in status. The Plan Year may differ from the policy year of

an insured benefit. Your enrollment materials and Election Form will tell you if a different 12-month coverage period applies to your elections for an insured benefit.

Code Section 125 Status of Plan

This Plan is designed and administered in accordance with Section 125 of the Internal Revenue Code and underlying regulations. This enables you to pay your share of premiums for certain Benefit Programs on a pre-tax basis, as permitted by the Employer. Pre-tax dollars come out of your pay before federal income and Social Security taxes are withheld (and, in most states, before state taxes are withheld). This gives your contributions a special tax advantage and lowers the actual cost of participating in the Plan to you. Neither the Employer nor any fiduciary under the Plan will in any way be liable for any taxes or other liability incurred by you by virtue of your participation in the Plan.

Because of this favorable tax-treatment, there are certain restrictions on when you can make changes to your elections. Generally, your elections stay in effect for the Plan Year (or other 12-month period of coverage for an insured benefit, as designated in your enrollment materials and election form) and you can make changes only during an annual open enrollment period. However, if permitted by the Plan, you can make changes to your elections during the Plan Year (or other 12-month coverage period) if a permitted election change event occurs (as described below) that allows the election change, as determined by the Plan Administrator.

Permitted Election Change Events

The elections you make under the Plan are generally irrevocable during the Plan Year (or other 12-month coverage period that applies to a Benefit Program, as indicated in your enrollment and election materials). This means, for example, that once you have elected how much pre-tax income you will use to pay for the Plan's Benefit Programs, you are locked into that election until the next annual enrollment period. However, there are certain limited situations that allow you to change your Plan elections outside of the annual enrollment period, depending on the Plan's eligibility rules for a Benefit Program. You may change your elections if a "permitted election change event" occurs and you make an election change that is consistent with the event, as determined by the Plan Administrator.

This Plan allows participants to change their elections to extent permitted by applicable law and approved by the Plan Administrator. Depending on the Plan's eligibility rules for a Benefit Program, a "permitted election change event" that may allow you to change your election includes the following events:

- a change in your legal marital status, including marriage, divorce, death of spouse, legal separation or annulment
- a change in the number of dependents, including birth, adoption, placement for adoption or death of a dependent
- a change in employment status for you, a spouse or a dependent that affects eligibility
- a change in a dependent child's eligibility
- a change in residency that would impact eligibility (for example, moving out of a plan's coverage area)
- the cost of a Benefit Program significantly changes
- coverage under a Benefit Program is significantly curtailed or ceases

- a new Benefit Program or other coverage option is added or coverage under an existing Benefit Program is significantly improved
- your spouse's or dependent's plan has a different enrollment period and you need to make a change to account for that other coverage
- you, your spouse or your dependent loses group coverage sponsored by a governmental or educational institution
- your change corresponds with a HIPAA special enrollment right (described above)
- you, a spouse or dependent is eligible for COBRA continuation coverage under the Plan (if applicable) and you need to increase your payments for the coverage
- a court order, such as a QMCSO or NMSN, mandates coverage for an eligible dependent child
- you, a spouse or a dependent enrolls in Medicare or Medicaid
- you take an FMLA leave (if applicable)
- a change in your employment status to less than 30 hours of service per week on average even if the reduction does not result in loss of Plan eligibility
- eligibility for a special enrollment period to enroll in a qualified health plan (QHP) through the Marketplace or seeking to enroll in a QHP during the Marketplace's annual open enrollment period
- any other election change event recognized by the IRS and permitted by the Plan Administrator

Also, if the cost of a Benefit Program changes by an insignificant amount during a coverage period, the Plan Administrator may automatically make a corresponding change to your election. You should report a status change to the Plan Administrator as soon as possible, but no later than 30 days after the event occurs. Contact the Plan Administrator if you have questions about when you can change your elections.

When Coverage Ends

Except as otherwise provided in the insurance certificate, your coverage under this Plan ends the last day of the month in which last day worked. Coverage may be extended under certain circumstances, such as when you take an approved leave of absence.

Coverage for your covered dependents ends on the date your coverage ends, or, if earlier, on the date your dependent is no longer eligible for coverage under the Plan. The end of the year the dependent turns 26.

Coverage will also end for you and your covered dependents as of the date the Employer terminates this Plan or, if earlier, the effective date you request coverage to be terminated for you and/or your covered dependent.

Cancellation of Coverage

If you fail to pay any required premium for coverage under a Benefit Program, coverage for you and your covered dependents will be canceled for that Benefit Program and no claims incurred after the effective date of cancellation will be paid.

Coverage While Not at Work

In certain situations, coverage may continue for you and your dependents when you are not at work, so long as you continue to pay your share of the cost. If you take an unpaid leave of absence, you will need to make payment arrangements prior to the start of your leave. Generally, your payments will be made on an after-tax basis, unless you are on paid leave, in which case your premium payments will continue to be deducted on a pre-tax basis. You should discuss with Human Resources or your supervisor what options are available for paying your share of costs while you are absent from work.

Administrative Information

The following sections contain legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful for future reference.

Plan Sponsor and Administrator

Village of Grand Beach is the Plan Sponsor and the Plan Administrator for this Plan. You may contact the Plan Administrator at the following address and telephone number:

Plan Administrator

Village of Grand Beach
48200 Perkins
Grand Beach, MI 49117
269-469-3141

The Plan Administrator will administer this Plan and will be the "Named Fiduciary" for the Plan. The Plan Administrator will have control of the day-to-day administration of this Plan and will serve without additional remuneration if such individual is an employee of the Employer. The Plan Administrator will have the following duties and authority with respect to the Plan:

- To prepare and file with governmental agencies all reports, returns, and all documents and information required under applicable law;
- To prepare and furnish appropriate information to eligible employees and Plan participants;
- To prescribe uniform procedures to be followed by eligible employees and participants in making elections, filing claims, and other administrative functions in order to properly administer the Plan;
- To receive such information or representations from the Employer, eligible employees, and participants necessary for the proper administration of the Plan and to rely on such information or representations unless the Plan Administrator has actual knowledge that the information or representations are false;
- To properly administer the Plan in accordance with all applicable laws governing fiduciary standards;
- To maintain and preserve appropriate Plan records; and

In addition, the Plan Administrator has the discretionary authority to determine eligibility under all provisions of the Plan; correct defects, supply omissions, and reconcile inconsistencies in the Plan; ensure that all benefits are paid according to the Plan; interpret Plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the Plan.

Plan Year

The Plan Year is January 1 through December 31.

Note: An insured benefit may use a policy year that differs from the Plan Year, with deductible and out-of-pocket expenses based on the policy year. Please refer to the insurance certificate and other materials provided by the Insurer to determine how the policy year impacts your benefits.

Identification Numbers

The Employer Identification Number (EIN) and Plan number for the Plan is:

EIN: 38-6007220 PLAN NUMBER: 501

Plan Funding and Type of Administration

Funding and administration of the Plan is as follows.

Type of Administration	The Plan is administered by the Employer through an arrangement with Insurers and third-party (claims) administrators. Insured benefits will be payable solely by the Insurer.
Funding	The Employer and employees both contribute to the Plan. Premiums are paid to the Insurers for fully insured Benefit Programs and benefits will be paid by the Insurer in accordance with the applicable insurance contract/policy.

Agent for Service of Legal Process

Service of Legal Process may be served upon:

Village of Grand Beach
48200 Perkins
Grand Beach, MI 49117
269-469-3141

No Obligation to Continue Employment

The Plan does not create an obligation for the Employer to continue your employment or interfere with the Employer's right to terminate your employment, with or without cause.

Severability

If any provision of this Plan is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

Expenses

All expenses incurred in connection with the administration of the Plan, will be paid by the Plan except to the extent that the Employer elects or is required by law to pay such expenses.

Indemnity

To the full extent permitted by law, the Employer will indemnify the Plan Administrator and each other employee who acts in the capacity of an agent, delegate, or representative ("Plan Administration Employee") of the Plan Administrator against any and all losses, liabilities, costs and expenses incurred by the Plan Administration Employee in connection with or arising out of any pending, threatened, or anticipated action, suit or other proceeding in which the Employee may be involved by having been a Plan Administration Employee.

Claims and Appeals

The claims procedures, including the time frames for submitting claims, are set forth in the governing documents for each Benefit Program.

Compliance with State and Federal Mandates

Each Benefit Program will comply to the extent possible with the requirement of all applicable laws, including but not limited to: ERISA, COBRA, USERRA, HIPAA, the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Act of 1998, FMLA, the Mental Health Parity and Addiction Equity Act of 2008, PPACA, HITECH, Michelle's Law (if applicable), and Title I of GINA (prohibiting the use of genetic information to discriminate with respect to health insurance premiums, contributions or other restricted purposes).

Refund of Premium Contributions

The Plan will comply with DOL guidance regarding refunds (e.g., dividends, demutualization, experience adjustments, and/or medical loss ratio rebates) of insurance premiums. Where any refund is determined to be a plan asset to the extent amounts are attributable to participant contributions, such assets will be: 1) distributed to current plan participants within 90 days of receipt, 2) used to reduce participants' portion of future premiums under the Plan (e.g., premium holiday); or 3) used to enhance future benefits under the Plan. Such determination will be made by the Plan Administrator, acting in its fiduciary capacity, after weighing the costs to the Plan and the competing interest of participants, provided such method is reasonable, fair, and objective.

Nondiscrimination

The Plan is intended to be nondiscriminatory under Code Section 125. Code Section 125 prohibits discrimination in favor of highly compensated individuals with respect to eligibility to participate, highly compensated participants with respect to benefits and contributions and key employees with respect to total Plan contributions. If the Plan Administrator determines, at any time, that the Plan may fail to satisfy these nondiscrimination requirements, the Plan Administrator may take such action as it deems appropriate to comply with the nondiscrimination requirements. This action may include, for example, modifying the elections of highly compensated or key employees without their consent.

No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any representation, guarantee or warranty that any amount paid as premiums or distributed as benefits under the Plan will be excludable from your gross income for federal or state income tax purposes (or that any other state or federal tax treatment will apply or be available to you). It is your responsibility to determine whether payments are excludable from your gross income for federal and state income tax purposes.

Future of the Plan

The Employer expects that the Plan will continue indefinitely. However, the Employer has the sole right to amend, modify, suspend, or terminate all or part of the Plan at any time.

The Employer may also change the level of benefits offered under the Plan at any time. Once a change is made, there are no rights to benefits based on earlier Plan provisions.

Definitions

Dependent

The definition of a dependent is defined in the insurance certificate and other governing documents provided for each Benefit Program.

Employee

A person who is a full time employee and who is regularly scheduled to work for the Employer in an employer-employee relationship. The definition of an eligible employee is defined in the Plan Overview.

Election Form

The form used by employees to elect to participate in a Benefit Program and to authorize salary reduction for payment of premiums for such Benefit Program, where applicable.

Insurer

Any insurance company that fully insures (or partially insures) any benefit provided by this Plan or any Benefit Program.

Leased Employee

Leased employee as defined in the Internal Revenue Code, section 414(n), as amended.

Participant

An eligible employee who elects to participate in the Plan by completing the necessary Election Form on a timely basis, as provided by the Plan Administrator.

Adoption of the Plan

The Village of Grand Beach Section 125 Premium Plan, effective 01/01/2021, as amended and restated herein, is hereby adopted as of 01/01/2022. This document constitutes the basis for administration of the Plan.

IN WITNESS WHEREOF, the parties have caused this document to be executed on this _____ day of _____, 202 .

BY: _____

TITLE: _____

APPENDIX A

Benefit Programs Available

You will be able to choose to participate in one or more of the following Benefit Programs by indicating your choice or choices on the Election Form provided to you, and by agreeing to finance your share of the cost by salary reduction. Depending on the Benefit Programs offered by your Employer and each Benefit Program's eligibility rules, you may select a combination of these qualified benefits that best suit your needs.

The specific benefits available under each Benefit Program will be determined by the respective governing documents. A Benefit Program may vary from year to year. For details regarding eligibility, benefit amounts, and premium schedules, you should refer to the materials provided for each Benefit Program. The Plan Administrator will provide you with information on each of the applicable Benefits Programs prior to your decision to elect to pay for a Benefit Program through salary reduction.

The qualified Benefit Programs offered under the Plan are:

- Health Savings Account

11:31 AM

03/11/22

Village of Grand Beach-General Fund

OPEN INVOICE REPORT

As of March 11, 2022

Type	Date	Num	Memo	Split	Open Balan...
AALF'S PETROLEUM INC.					
Bill	02/09/2022	52183		000.111 · Gasoline Invent...	1,015.42
Bill	02/09/2022	52182		000.111 · Gasoline Invent...	892.94
Total AALF'S PETROLEUM INC.					1,908.36
DALE POWELL					
Bill	03/09/2022		TELEPHONE ALLOWANCE	266.850 · Telephone & Int...	50.00
Total DALE POWELL					50.00
FIFTH THIRD BANK MASTERCARD					
Bill	03/03/2022		MAILCHIMP	300.727 · Office Supplies ...	20.70
Total FIFTH THIRD BANK MASTERCARD					20.70
JAYSON POWELL					
Bill	03/09/2022		TELEPHONE REIMBURSEMENT	266.850 · Telephone & Int...	50.00
Total JAYSON POWELL					50.00
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	02/28/2022	351455	AUDIT - PARTIAL BILL	202.801 · Professional Se...	1,462.50
Total KRUGGEL, LAWTON & COMPANY, LLC					1,462.50
LAW OFFICE OF ATTORNEY SARA SENICA PLLC					
Bill	02/16/2022		HUNTER TICKET & COURT	105.801 · Professional Se...	320.00
Total LAW OFFICE OF ATTORNEY SARA SENICA PLLC					320.00
METLIFE - GROUP BENEFITS					
Bill	03/09/2022		TS05945291 0001	855.855 · Life & Disability ...	523.14
Total METLIFE - GROUP BENEFITS					523.14
MI MUNICIPAL LEAGUE					
Bill	01/31/2022	24209	30 DAY AD - DEPUTY CLERK	105.900 · Printing and Pu...	64.32
Total MI MUNICIPAL LEAGUE					64.32
MI MUNICIPAL LEAGUE LIABILITY					
Bill	02/11/2022	5218206	LIABILITY INS. EFF 3/11/22	-SPLIT-	21,880.07
Total MI MUNICIPAL LEAGUE LIABILITY					21,880.07
NAPA AUTO PARTS					
Bill	02/14/2022	448013	OIL	266.778 · Repairs & Maint...	12.99
Bill	02/24/2022	448375	OIL, FILTERS, FLOOR DRY	266.778 · Repairs & Maint...	81.98
Total NAPA AUTO PARTS					94.97
PAXTON MEDIA GROUP					
Bill	02/27/2022	70055367	AD-DEPUTY CLERK, MICH CITY...	105.900 · Printing and Pu...	200.00
Total PAXTON MEDIA GROUP					200.00

11:31 AM
03/11/22

Village of Grand Beach-General Fund
OPEN INVOICE REPORT
As of March 11, 2022

Type	Date	Num	Memo	Split	Open Balan...
PRIORITY HEALTH					
Bill	03/09/2022		GROUP ID 795207	852.852 · Hospitalization	6,962.17
Total PRIORITY HEALTH					6,962.17
REPUBLIC SERVICES					
Bill	02/28/2022	0715-00...	3-0715-1003848 MARCH	520.818 · Contractual Ser...	4,637.60
Total REPUBLIC SERVICES					4,637.60
SEMCO ENERGY					
Bill	02/24/2022		1/25-2/24	265.920 · Utilities	306.09
Bill	02/24/2022		1/25-2/24	265.920 · Utilities	321.95
Total SEMCO ENERGY					628.04
SIEMANS IN BRIDGMAN					
Bill	02/15/2022	15496	WHEEL CAP-PICKUP TRUCK	266.778 · Repairs & Maint...	205.80
Total SIEMANS IN BRIDGMAN					205.80
SOUTHWEST MICHIGAN PLANNING COMMISSION					
Bill	02/26/2022	773	TWINCATS LOCAL MATCH	446.956 · Miscellaneous	151.00
Total SOUTHWEST MICHIGAN PLANNING COMMISSION					151.00
THE TECH OF SOUTHWEST MICHIGAN					
Bill	03/02/2022	28784	FIREWALL & WIFI APRIL	-SPLIT-	132.67
Total THE TECH OF SOUTHWEST MICHIGAN					132.67
US Post Office					
Bill	03/10/2022		1000 STAMPS	215.727 · Office Supply	580.00
Total US Post Office					580.00
VILLAGE OF MICHIANA					
Bill	03/09/2022		POLICE SERVICES FEBRUARY	300.818 · Contractual Ser...	2,500.00
Total VILLAGE OF MICHIANA					2,500.00
VSP INSURANCE CO. (CT)					
Bill	03/09/2022		30092372 VISION	852.852 · Hospitalization	128.85
Total VSP INSURANCE CO. (CT)					128.85
TOTAL					<u>42,500.19</u>

12:13 PM
03/11/22

Village of Grand Beach - Water Fund
OPEN INVOICE REPORT
As of March 11, 2022

Type	Date	Num	Memo	Split	Open Balan...
KRUGGEL, LAWTON & COMPANY LLC					
Bill	02/28/2022	351455	AUDIT-PARTIAL BILLING	801.000 · Professi...	650.00
Total KRUGGEL, LAWTON & COMPANY LLC					650.00
LAW OFFICE OF SARA SENICA, PLLC					
Bill	02/16/2022		EASEMENT DOCUMENT -...	801.000 · Professi...	320.00
Total LAW OFFICE OF SARA SENICA, PLLC					320.00
MI MUNICIPAL LEAGUE LIABILITY					
Bill	02/11/2022	5218206	INSURANCE EFF. 3-11-22	865.000 · Insuranc...	1,819.58
Total MI MUNICIPAL LEAGUE LIABILITY					1,819.58
MICHIANA WATER AUTHORITY					
Bill	01/03/2022		1/3/22 Reading	927.000 · Water P...	6,796.00
Bill	02/01/2022		2/1/22 Reading	927.000 · Water P...	6,026.40
Bill	03/02/2022		3/2/22 Reading	927.000 · Water P...	6,557.35
Total MICHIANA WATER AUTHORITY					19,379.75
SEMCO ENERGY					
Bill	02/24/2022		#0154126.500 1/25-2/24	920.000 · Utilities	134.74
Total SEMCO ENERGY					134.74
US BANK TRUST COMPANY					
Bill	02/03/2022		ACH PAYMENT 3/21/22 P...	-SPLIT-	38,547.59
Total US BANK TRUST COMPANY					38,547.59
UTILITY SUPPLY COMPANY					
Bill	03/08/2022	1393637	METER PLATS	778.000 · Repair &...	218.46
Total UTILITY SUPPLY COMPANY					218.46
TOTAL					61,070.12

Village of Grand Beach-Golf Fund

OPEN INVOICE REPORT

As of March 11, 2022

Type	Date	Num	Memo	Split	Open Balan...
CARDENAS LANDSCAPING					
Bill	03/03/2022	3828	TREE REMOVAL - GOLF COURSE	000.987 · Tree - La...	19,250.00
Bill	03/08/2022	3830	TREE REMOVAL - GRANDALL	000.987 · Tree - La...	3,020.00
Total CARDENAS LANDSCAPING					22,270.00
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	02/28/2022	351455	AUDIT-PARTIAL BILLING	000.902 · Professio...	487.50
Total KRUGGEL, LAWTON & COMPANY, LLC					487.50
LAW OFFICE OF SARA SENICA PLLC					
Bill	02/16/2022		TREE CUTTING CONTRACT-CR...	000.902 · Professio...	160.00
Total LAW OFFICE OF SARA SENICA PLLC					160.00
MI MUNICIPAL LEAGUE LIABILITY					
Bill	02/11/2022		INSURANCE 3/11/22	000.865 · Insurance...	2,534.41
Total MI MUNICIPAL LEAGUE LIABILITY					2,534.41
NEW BUFFALO HARDWARE					
Bill	02/16/2022	B88842	KEYS	-SPLIT-	3.18
Bill	02/25/2022	A231514	MASKING TAPE	-SPLIT-	7.29
Total NEW BUFFALO HARDWARE					10.47
SEMCO ENERGY					
Bill	02/24/2022		0152736.500 1/25-2/24	000.920 · Utilities	187.09
Total SEMCO ENERGY					187.09
SERVISCAPE					
Bill	02/28/2022	022822-...	FEB	-SPLIT-	7,698.89
Total SERVISCAPE					7,698.89
SHERWIN WILLIAMS					
Bill	02/15/2022	7378-4	PAINT, TAPE, PAINT TRAYS	000.778 · Repair & ...	263.24
Total SHERWIN WILLIAMS					263.24
THE TECH OF SOUTHWEST MICHIGAN					
Bill	03/02/2022	28784	FIREWALL APRIL	000.818 · Contractu...	34.33
Total THE TECH OF SOUTHWEST MICHIGAN					34.33
TITLEIST					
Bill	02/15/2022	912606303	48 PAIRS GLOVES	000.948 · Food & G...	742.60
Total TITLEIST					742.60
US POST OFFICE					
Bill	03/09/2022		700 STAMPS	000.727 · Office Su...	406.00
Total US POST OFFICE					406.00
TOTAL					34,794.53

11:49 AM
03/11/22

Village of Grand Beach - Local Streets Fund
OPEN INVOICE REPORT
As of March 11, 2022

Type	Date	Num	Memo	Split	Open Balan...
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	02/28/2022	351455	AUDIT-PARTIAL BILLING	215.801 · Professional Services	243.75
Total KRUGGEL, LAWTON & COMPANY, LLC					243.75
MICHIGAN MUNICIPAL LEAGUE LIABILITY					
Bill	02/11/2022	5218206	INSURANCE EFF 3/11/22	215.865 · Insurance & Bonds	129.97
Total MICHIGAN MUNICIPAL LEAGUE LIABILITY					129.97
RIETH-RILEY CONSTRUCTION CO., INC.					
Bill	03/08/2022	2100009	COLD MIX	463.782 · Street Supplies	143.88
Bill	03/10/2022	2100010	COLD MIX	463.782 · Street Supplies	83.60
Total RIETH-RILEY CONSTRUCTION CO., INC.					227.48
TOTAL					601.20

11:52 AM
03/11/22

Village of Grand Beach - Major Street Fund
OPEN INVOICE REPORT
As of March 11, 2022

Type	Date	Num	Memo	Split	Open Balan...
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	02/28/2022	351455	AUDIT-PARTIAL BILLING	215.801 · Professional Services	243.75
Total KRUGGEL, LAWTON & COMPANY, LLC					243.75
MICHIGAN MUNICIPAL LEAGUE LIABILITY					
Bill	03/11/2022		INSURANCE EFF. 3-11-...	215.865 · Insurance & Bonds	129.97
Total MICHIGAN MUNICIPAL LEAGUE LIABILITY					129.97
RIETH-RILEY CONSTRUCTION CO, INC.					
Bill	03/08/2022	2100009	COLD MIX	463.782 · Street Supplies	215.82
Bill	03/10/2022	210000...	COLD MIX	463.782 · Street Supplies	125.40
Total RIETH-RILEY CONSTRUCTION CO, INC.					341.22
TOTAL					714.94

12:15 PM

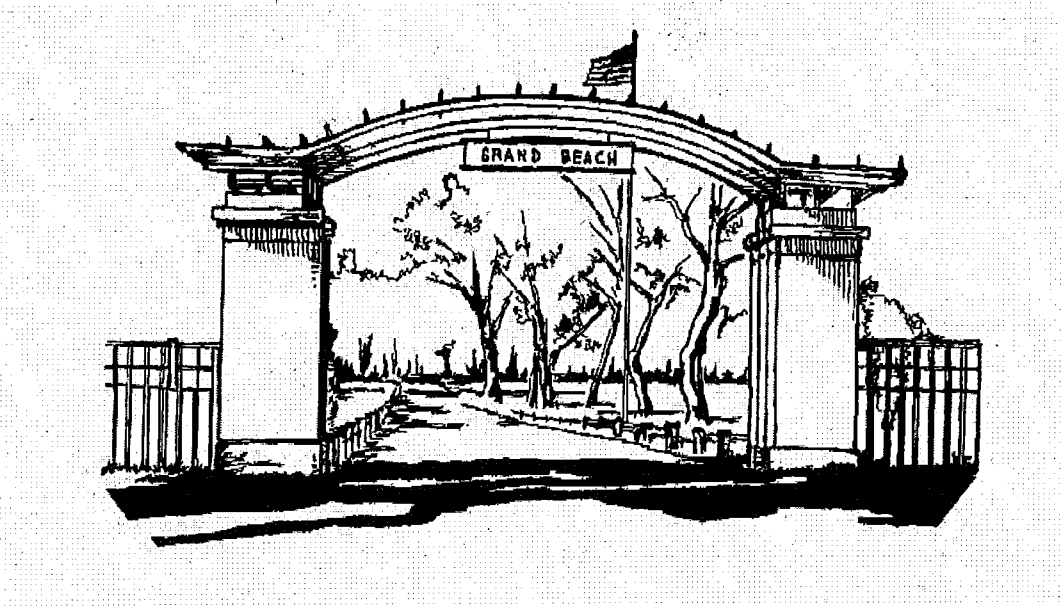
03/11/22

Village of Grand Beach - Building Inspection Fund

OPEN INVOICE REPORT

As of March 11, 2022

Type	Date	Num	Memo	Split	Open Balance
FENCE MASTERS, LLC					
Bill	03/08/2022		REFUND OVERPAYMENT ...	000.476 · Licenses and Building ...	51.56
Total FENCE MASTERS, LLC					51.56
KRUGGEL, LAWTON & COMPANY, LLC					
Bill	02/28/2022	351455	AUDIT PARTIAL BILLING	000.801 · Professional Services	162.50
Total KRUGGEL, LAWTON & COMPANY, LLC					162.50
MI MUNICIPAL LEAGUE LIABILITY					
Bill	03/11/2022		Bldg & Electrical Inspector ...	000.865 · Insurance & Bonds	306.00
Total MI MUNICIPAL LEAGUE LIABILITY					306.00
WILLIAM H. LAMBERT					
Bill	03/08/2022		INSPECTIONS	000.500 · Building Inspection Fees	2,916.66
Total WILLIAM H. LAMBERT					2,916.66
TOTAL					3,436.72



VILLAGE OF GRAND BEACH

FINANCIAL REPORT
October 31, 2021

VILLAGE OF GRAND BEACH
Berrien County, Michigan
October 31, 2021

<u>CONTENTS</u>	<u>PAGE</u>
Independent Auditor's Report	1-2
Management's Discussion and Analysis	3-8
BASIC FINANCIAL STATEMENTS	
Government-Wide Statement of Net Position	9
Government-Wide Statement of Activities	10
Governmental Funds Balance Sheet	11
Reconciliation of Governmental Funds Balance Sheet to Statement of Net Position	12
Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances	13
Reconciliation of Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to Statement of Activities	14
Proprietary Funds Statement of Net Position	15
Proprietary Funds Statement of Revenues, Expenses and Changes in Net Position	16
Proprietary Funds Statement of Cash Flows	17
Notes to the Financial Statements	18-38
REQUIRED SUPPLEMENTARY INFORMATION	
Budgetary Comparison Schedule – General Fund	39
Schedule of Changes in Employer's Net Pension Liability (Asset) and Related Ratios	40
Schedule of Employer's Contributions	41
OTHER SUPPLEMENTARY INFORMATION	
Combining Balance Sheet – Non-major Governmental Funds	42
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Governmental Funds	43



Independent Auditor's Report

To the Village Council
Village of Grand Beach, Michigan
Grand Beach, Michigan

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Village of Grand Beach, Michigan (the "Village"), as of and for the year ended October 31, 2021, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of October 31, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Independent Auditor's Report, Concluded

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Respectfully submitted,



Certified Public Accountants

St. Joseph, Michigan
February 24, 2022

Using this Annual Report

This report consists of a series of financial statements. The statement of net position and the statement of activities provide information about the activities of the Village of Grand Beach (the "Village") as a whole and present a longer-term view of the Village's finances. Fund financial statements tell how these services were financed in the short-term, as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide financial statements.

Financial Highlights

The Village's combined net position increased 11.2% from a year ago, increasing from \$5,176,939 to \$5,757,663. As we look at the governmental activities separately from the business-type activities, we can see that the governmental activities experienced an increase in net position of \$407,121 during the year, while the business-type activities experienced an increase in net position of \$173,603.

The General Fund increased by 0.01% this fiscal year, increasing from \$1,495,152 to \$1,507,104.

Overview of the Financial Statements

This report consists of four parts---*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the Village:

- The first two statements are *government-wide financial statements* that provide both long-term and short-term information about the Village's overall financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the Village government, reporting the Village's operations in more detail than the government-wide statements.
 - The *governmental funds statements* tell how general government services like public safety were financed in the short-term as well as what remains for future spending.
 - *Proprietary fund statements* offer *short- and long-term* financial information about the activities the government operates *like businesses*, such as the water system and golf course.
 - *Fiduciary fund statements* provide information about the financial relationships, in which the Village acts solely as a trustee or agent for the benefit of others, to whom the resources in question belong. The Village does not currently utilize any fiduciary funds.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the information in the financial statements. The remainder of the overview section of management's discussion and analysis explains the structure and contents of each of the statements.

Government-Wide Statements

The government-wide statements report information about the Village as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two government-wide statements report the Village's net position and how it has changed, which is one way to measure the Village's financial health, or position.

- Over time, changes in the Village's net position is an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the Village you need to consider additional non-financial factors such as changes in the Village's property tax base and condition of the Village's infrastructure.

The government-wide financial statements of the Village are divided into two categories:

- Governmental activities—Most of the Village's basic services are included here, such as general government, public safety, public works, and recreation and culture.
- Business-type activities—The Village charges fees to customers to help it cover the costs of certain services it provides. The Village's water system and golf course are included here.

Fund Financial Statements

The fund financial statements provide more detailed information about the Village's most significant funds—not the Village as a whole. Funds are accounting devices that the Village uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law.
- The Village Council establishes other funds to control and manage money for a particular purpose (i.e., building inspector, capital projects) or to show that it is properly using certain taxes and grants (i.e., major and local streets).

Fund Financial Statements, concluded

The Village has the following two kinds of funds:

- *Governmental Funds*—Most of the Village's basic services are included in governmental funds, which focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the Village's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statements that explain the differences between them.
- *Proprietary Funds*—Services for which the Village charges customers a fee are generally reported in proprietary funds. Proprietary funds, like the government-wide statements, provide both long- and short-term financial information. In fact, the Village's enterprise funds (a type of proprietary fund) are the same as its business-type activities, but provide more detail and additional information, such as cash flows.

Financial Analysis of the Village as a Whole

In a condensed format the following table below shows a breakdown of the Village's net position as of October 31st:

	Governmental Activities		Business-type Activities		Total Primary	
	2021	2020	2021	2020	2021	2020
Current assets	\$ 2,187,564	\$ 1,915,530	\$ 1,228,167	\$ 803,003	\$ 3,415,731	\$ 2,718,533
Noncurrent assets	1,658,030	1,494,214	1,079,616	1,331,195	2,737,646	2,825,409
Total assets	\$ 3,845,594	\$ 3,409,744	\$ 2,307,783	\$ 2,134,198	\$ 6,153,377	\$ 5,543,942
Deferred outflows of resources	\$ 33,615	\$ 51,910	\$ -	\$ -	\$ 33,615	\$ 51,910
Current liabilities	\$ 20,502	\$ 7,187	\$ 96,767	\$ 61,785	\$ 117,269	\$ 68,972
Noncurrent liabilities	26,405	50,203	248,807	283,807	275,212	334,010
Total liabilities	\$ 46,907	\$ 57,390	\$ 345,574	\$ 345,592	\$ 392,481	\$ 402,982
Deferred inflows of resources	\$ 36,848	\$ 15,931	\$ -	\$ -	\$ 36,848	\$ 15,931
Net Position						
Net investment in capital assets	\$ 1,088,936	\$ 928,154	\$ 782,947	\$ 816,916	\$ 1,871,883	\$ 1,745,070
Restricted	856,997	789,854	-	-	856,997	789,854
Unrestricted	1,849,521	1,670,325	1,179,262	971,690	3,028,783	2,642,015
Total net position	\$ 3,795,454	\$ 3,388,333	\$ 1,962,209	\$ 1,788,606	\$ 5,757,663	\$ 5,176,939

Financial Analysis of the Village as a Whole, concluded

The Village's current assets increased by \$697,198 from the prior year primarily due to an increase in cash and cash equivalents. Noncurrent assets decreased by \$87,763, largely due to a decrease in the amount of noncurrent investments. Liabilities decreased by \$10,501, due mainly to continued payoff of long-term obligations.

The following table shows the changes in net position for years ended October 31st:

	Governmental Activities		Business-type Activities		Total Primary	
	2021	2020	2021	2020	2021	2020
Program Revenues						
Charges for services	\$ 174,125	\$ 91,403	\$ 815,302	\$ 776,811	\$ 989,427	\$ 868,214
Operating grants and contributions	123,507	112,852	150	500	123,657	113,352
Capital grants and contributions	4,765	15,324	-	-	4,765	15,324
General Revenues						
Property taxes	847,585	828,509	-	-	847,585	828,509
State grants	21,841	24,040	-	-	21,841	24,040
Rents	56,232	40,252	-	-	56,232	40,252
Local revenue sharing	30,685	22,088	-	-	30,685	22,088
Interest income	4,176	9,718	1,934	11,275	6,110	20,993
Gain on disposal of asset	-	-	24,923	-	24,923	-
Miscellaneous	21,776	102,008	5,197	138	26,973	102,146
Total Revenues	\$ 1,284,692	\$ 1,246,194	\$ 847,506	\$ 788,724	\$ 2,132,198	\$ 2,034,918
Program Expenses						
General government	\$ 217,507	\$ 204,074	\$ -	\$ -	\$ 217,507	\$ 204,074
Public safety	298,324	287,406	-	-	298,324	287,406
Public works	277,934	235,583	-	-	277,934	235,583
Recreation and culture	27,829	30,172	-	-	27,829	30,172
Depreciation (unallocated)	55,977	47,249	-	-	55,977	47,249
Water	-	-	397,465	363,981	397,465	363,981
Golf	-	-	276,438	265,133	276,438	265,133
Total Expenses	\$ 877,571	\$ 804,484	\$ 673,903	\$ 629,114	\$ 1,551,474	\$ 1,433,598
Change in Net Position						
Before Transfers	\$ 407,121	\$ 441,710	\$ 173,603	\$ 159,610	\$ 580,724	\$ 601,320
Transfers	-	-	-	-	-	-
Change in Net Position	\$ 407,121	\$ 441,710	\$ 173,603	\$ 159,610	\$ 580,724	\$ 601,320
Beginning Net Position	3,388,333	2,946,623	1,788,606	1,628,996	5,176,939	4,575,619
Ending Net Position	\$ 3,795,454	\$ 3,388,333	\$ 1,962,209	\$ 1,788,606	\$ 5,757,663	\$ 5,176,939

Governmental Activities

The Village's total governmental activities revenues increased by \$38,498 from the prior year, due largely to an increase in charges for services.

Governmental activities expenses increased by \$73,087, caused by increased public works expenses.

Business-Type Activities

The Village's business-type activities consist of the Water Fund and Golf Fund. We provide water, purchased from the Village of Michiana, to the Village residents. Total business-type revenues increased by \$58,782 from the prior year, driven by higher charges for services.

Business-type expenses increased by \$44,789, primarily due to increased water purchase costs.

The Village's Funds

Our analysis of the Village's major funds begins following the government-wide financial statements. The fund financial statements provide detail information about the most significant funds, not the Village as a whole. The Village Council creates funds to help manage money for specific purposes as well as to show accountability for certain activities, such as state revenue funds for streets. The Village's major funds for 2021 included the General Fund, Capital Projects Fund, Water Fund, and Golf Fund.

The General Fund pays for most of the Village's governmental services, including general government, police and other services. The most significant this year were costs related to police and employee benefits, which incurred expenditures of \$171,356 and \$182,262, respectively. These services and expenditures are supported by general revenue sources of the General Fund.

Capital Asset and Debt Administration

During 2021, the Village had \$216,759 of additions to capital assets for governmental activities, most of which was related to a revetment project. The Village had \$8,594 of additions to capital assets for business-type activities, related to a furnace for the pumphouse and a golf cart, which was sold near the end of the fiscal year.

As of October 31, 2021, the Village had capital assets for its governmental and business-type activities of \$2,155,690 (net of depreciation). This investment includes a broad range of capital assets, including land, buildings and improvements, furniture and equipment, and water lines. The Village has chosen to not retroactively report any other infrastructure assets and will only report any additions prospectively in accordance with Governmental Accounting Standards Board ("GASB") Statement Number 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*.

Capital Asset and Debt Administration, Concluded

At the end of the current fiscal year, the Village had business-type activity debt outstanding of \$283,807. During 2021, the Village made principal payments totaling \$35,000.

Economic Factors and Next Year's Budgets and Rates

The Village's budget for 2022 has been modified to reflect the prior year's activities. The Village Council will continue to monitor the budget on a monthly basis to ensure fiscal responsibility.

Contacting the Village's Management

This financial report is intended to provide our citizens, taxpayers, customers and investors with a general overview of the Village's finances and to show the Village's accountability for the money it receives. If you have questions about this report or need additional information, we welcome you to contact the clerk's office.

GOVERNMENT-WIDE STATEMENT OF NET POSITION
October 31, 2021

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 2,071,684	\$ 1,139,732	\$ 3,211,416
Investments - current	-	48,241	48,241
Receivables	91,080	50,429	141,509
Inventory	1,644	3,996	5,640
Internal balances	14,231	(14,231)	-
Prepaid expenses	8,925	-	8,925
Noncurrent assets			
Restricted cash	440,688	-	440,688
Investments - noncurrent	125,961	12,862	138,823
Net pension asset	2,445	-	2,445
Capital assets, net	1,088,936	1,066,754	2,155,690
Total assets	<u>\$ 3,845,594</u>	<u>\$ 2,307,783</u>	<u>\$ 6,153,377</u>
Deferred Outflows of Resources			
Deferred outflows of resources related to pensions	\$ 33,615	\$ -	\$ 33,615
Liabilities			
Accounts payable	\$ 18,372	\$ 61,164	\$ 79,536
Accrued wages and taxes	2,130	-	2,130
Accrued interest payable	-	603	603
Noncurrent liabilities			
Long-term debt, due within one year	-	35,000	35,000
Long-term debt, due in more than one year	26,405	248,807	275,212
Total liabilities	<u>\$ 46,907</u>	<u>\$ 345,574</u>	<u>\$ 392,481</u>
Deferred Inflows of Resources			
Deferred inflows of resources related to pensions	\$ 36,848	\$ -	\$ 36,848
Net Position			
Net investment in capital assets	\$ 1,088,936	\$ 782,947	\$ 1,871,883
Restricted for building inspection	163,779	-	163,779
Restricted for streets	252,530	-	252,530
Restricted for capital acquisition	440,688	-	440,688
Unrestricted	1,849,521	1,179,262	3,028,783
Total net position	<u>\$ 3,795,454</u>	<u>\$ 1,962,209</u>	<u>\$ 5,757,663</u>

The Notes to the Financial Statements are an integral part of this statement.

VILLAGE OF GRAND BEACH

GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
Year Ended October 31, 2021

Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Net (Expense) Revenue
Primary Government							
<i>Governmental Activities</i>							
General government	\$ 217,507	\$ 174,125	-	\$ 4,765	\$ (38,617)	\$ -	\$ (38,617)
Public safety	298,324	-	-	-	(298,324)	-	(298,324)
Public works	277,934	-	123,507	-	(154,427)	-	(154,427)
Recreation and culture	27,829	-	-	-	(27,829)	-	(27,829)
Depreciation (unallocated)	55,977	-	-	-	(55,977)	-	(55,977)
Total governmental activities	\$ 877,571	\$ 174,125	\$ 123,507	\$ 4,765	\$ (575,174)	\$ -	\$ (575,174)
<i>Business-Type Activities</i>							
Water	\$ 397,465	\$ 482,806	-	\$ -	\$ -	\$ 85,341	\$ 85,341
Golf	276,438	332,496	150	-	-	56,208	56,208
Total business-type activities	\$ 673,903	\$ 815,302	\$ 150	\$ -	\$ -	\$ 141,549	\$ 141,549
Total primary government	\$ 1,551,474	\$ 989,427	\$ 123,657	\$ 4,765	\$ (575,174)	\$ 141,549	\$ (433,625)
General Revenues:							
Property taxes					\$ 847,585	\$ -	\$ 847,585
State-shared revenues					21,841	-	21,841
Rents					56,232	-	56,232
Local revenue sharing					30,685	-	30,685
Interest income					4,176	1,934	6,110
Gain on disposal of asset					-	24,923	24,923
Miscellaneous					21,776	5,197	26,973
Total general revenues					\$ 982,295	\$ 32,054	\$ 1,014,349
Change in net position					\$ 407,121	\$ 173,603	\$ 580,724
Net position-beginning of year					3,388,333	1,788,606	5,176,939
Net position-end of year					\$ 3,795,454	\$ 1,962,209	\$ 5,757,663

The Notes to the Financial Statements are an integral part of this statement.

VILLAGE OF GRAND BEACH

GOVERNMENTAL FUNDS BALANCE SHEET
October 31, 2021

	General Fund	Capital Projects Fund	Non-Major Governmental Funds	Total Governmental Funds
Assets				
Cash and cash equivalents	\$ 988,463	\$ 684,518	\$ 398,703	\$ 2,071,684
Restricted cash	440,688	-	-	440,688
Investments	-	109,825	16,136	125,961
Taxes receivable	46,712	-	-	46,712
Accounts receivable	4,610	-	-	4,610
Due from other governmental funds	7,185	-	-	7,185
Due from proprietary funds	14,231	-	-	14,231
Due from other governments	9,844	-	29,914	39,758
Inventory	1,644	-	-	1,644
Prepaid items	8,925	-	-	8,925
Total assets	\$ 1,522,302	\$ 794,343	\$ 444,753	\$ 2,761,398
Liabilities and Fund Balances				
Liabilities				
Accounts payable	\$ 8,206	-	\$ 10,166	\$ 18,372
Accrued wages and taxes	2,130	-	-	2,130
Due to other governmental funds	-	-	7,185	7,185
Total liabilities	\$ 10,336	-	\$ 17,351	\$ 27,687
Deferred Inflows				
Unavailable revenue	\$ 4,862	-	\$ 11,093	\$ 15,955
Fund Balances				
Non-spendable - inventory	\$ 1,644	-	-	\$ 1,644
Non-spendable - prepaid items	8,925	-	-	8,925
Restricted for building inspection	-	-	163,779	163,779
Restricted for streets	-	-	252,530	252,530
Restricted for capital acquisition	440,688	-	-	440,688
Committed for capital projects	-	794,343	-	794,343
Unassigned	1,055,847	-	-	1,055,847
Total fund balances	\$ 1,507,104	\$ 794,343	\$ 416,309	\$ 2,717,756
Total liabilities and fund balances	\$ 1,522,302	\$ 794,343	\$ 444,753	\$ 2,761,398

The Notes to the Financial Statements are an integral part of this statement.

VILLAGE OF GRAND BEACH

RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET
TO STATEMENT OF NET POSITION
October 31, 2021

Total Fund Balances - Governmental Funds \$ 2,717,756

Amounts reported for governmental activities in the statement of net position are different because:

Net capital assets used in governmental activities are not financial resources and are not reported in the funds	1,088,936
Deferred outflows of resources related to pension plan	33,615
Amounts earned but unavailable are recorded as deferred inflows of resources in the funds	15,955
Long-term obligations are not due and payable in the current period and are not reported in the funds - Compensated absences	(26,405)
Net pension asset	2,445
Deferred inflows of resources related to pension plan	(36,848)

Total Net Position - Governmental Activities \$ 3,795,454

VILLAGE OF GRAND BEACH

GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
Year Ended October 31, 2021

	General Fund	Capital Projects Fund	Non-Major Governmental Funds	Total Governmental Funds
Revenues				
Property taxes	\$ 847,585	\$ -	\$ -	\$ 847,585
Federal grants	4,765	-	-	4,765
State grants	21,841	-	107,552	129,393
Charges for services	55,096	-	-	55,096
Fines and forfeits	2,329	-	-	2,329
Licenses and permits	150	-	118,879	119,029
Rents	56,232	-	-	56,232
Interest income	472	3,424	280	4,176
Local revenue sharing	30,685	-	-	30,685
Miscellaneous revenues	19,447	-	-	19,447
Total revenues	<u>\$ 1,038,602</u>	<u>\$ 3,424</u>	<u>\$ 226,711</u>	<u>\$ 1,268,737</u>
Expenditures				
Council	\$ 22,365	\$ -	\$ -	\$ 22,365
Office	72,470	-	-	72,470
Hall and grounds	21,486	-	-	21,486
Planning commission	1,972	-	-	1,972
Maintenance garage	44,891	-	-	44,891
Building inspection	-	-	56,647	56,647
Police	171,356	-	-	171,356
Public works	58,536	-	100,284	158,820
Sanitation	54,325	-	-	54,325
Parks and recreation	8,165	-	-	8,165
Beaches	145,937	-	-	145,937
Employee benefits	182,262	-	-	182,262
Capital outlay	-	84,688	-	84,688
Total expenditures	<u>\$ 783,765</u>	<u>\$ 84,688</u>	<u>\$ 156,931</u>	<u>\$ 1,025,384</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ 254,837</u>	<u>\$ (81,264)</u>	<u>\$ 69,780</u>	<u>\$ 243,353</u>
Other Financing Sources (Uses)				
Operating transfers in	\$ -	\$ 242,885	\$ -	\$ 242,885
Operating transfers out	(242,885)	-	-	(242,885)
Total other financing sources (uses)	<u>\$ (242,885)</u>	<u>\$ 242,885</u>	<u>\$ -</u>	<u>\$ -</u>
Net Change in Fund Balances	<u>\$ 11,952</u>	<u>\$ 161,621</u>	<u>\$ 69,780</u>	<u>\$ 243,353</u>
Fund Balances, beginning of year	<u>1,495,152</u>	<u>632,722</u>	<u>346,529</u>	<u>2,474,403</u>
Fund Balances, end of year	<u>\$ 1,507,104</u>	<u>\$ 794,343</u>	<u>\$ 416,309</u>	<u>\$ 2,717,756</u>

The Notes to the Financial Statements are an integral part of this statement.

RECONCILIATION OF GOVERNMENTAL FUNDS STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
TO STATEMENT OF ACTIVITIES
Year Ended October 31, 2021

Net Change in Fund Balances - Governmental Funds \$ 243,353

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlay as expenditures: in the statement of activities,
these costs are allocated over their estimated useful lives as depreciation;

Depreciation expense	(55,977)
Capital outlay	216,759
Change in deferred inflows of resources in the funds related to unavailable resources	15,955
Change in net pension expense related to pension plan	(13,860)
Net change in the liability for compensated absences is not recorded in governmental funds	<u>891</u>

Change in Net Position - Governmental Activities \$ 407,121

PROPRIETARY FUNDS STATEMENT OF NET POSITION
October 31, 2021

	Enterprise Funds		Total Proprietary Funds
	Water Fund	Golf Fund	
Assets			
Current assets			
Cash and cash equivalents	\$ 794,694	\$ 345,038	\$ 1,139,732
Investments	48,241	-	48,241
Accounts receivable	50,429	-	50,429
Inventory	-	3,996	3,996
Total current assets	<u>\$ 893,364</u>	<u>\$ 349,034</u>	<u>\$ 1,242,398</u>
Noncurrent assets			
Investments	\$ 12,862	\$ -	\$ 12,862
Capital assets, net	1,025,896	40,858	1,066,754
Total noncurrent assets	<u>\$ 1,038,758</u>	<u>\$ 40,858</u>	<u>\$ 1,079,616</u>
Total assets	<u>\$ 1,932,122</u>	<u>\$ 389,892</u>	<u>\$ 2,322,014</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 43,250	\$ 17,914	\$ 61,164
Accrued interest payable	603	-	603
Due to governmental funds	6,745	7,486	14,231
Current portion of bonds payable	35,000	-	35,000
Total current liabilities	<u>\$ 85,598</u>	<u>\$ 25,400</u>	<u>\$ 110,998</u>
Noncurrent liabilities			
Bonds payable	248,807	-	248,807
Total liabilities	<u>\$ 334,405</u>	<u>\$ 25,400</u>	<u>\$ 359,805</u>
Net Position			
Net investment in capital assets	\$ 742,089	\$ 40,858	\$ 782,947
Unrestricted	855,628	323,634	1,179,262
Total net position	<u>\$ 1,597,717</u>	<u>\$ 364,492</u>	<u>\$ 1,962,209</u>

The Notes to the Financial Statements are an integral part of this statement.

VILLAGE OF GRAND BEACH

**PROPRIETARY FUNDS STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Year Ended OCTOBER 31, 2021**

	Enterprise Funds		Total Proprietary Funds
	Water Fund	Golf Fund	
Operating Revenues			
Charges for services	\$ 461,206	\$ -	\$ 461,206
Service connections	21,600	-	21,600
Golf and cart fees	-	289,994	289,994
Concession revenue	-	42,502	42,502
Contributions	-	150	150
Miscellaneous revenue	-	5,197	5,197
Total operating revenues	<u>\$ 482,806</u>	<u>\$ 337,843</u>	<u>\$ 820,649</u>
Operating Expenses			
Personnel services	\$ 101,835	\$ 139,757	\$ 241,592
Water purchases	189,963	-	189,963
Cost of products sold	-	19,925	19,925
Supplies	1,571	5,541	7,112
Management fees	-	24,636	24,636
Professional services	5,580	1,538	7,118
Seed and fertilizer	-	14,864	14,864
Utilities	8,614	4,523	13,137
Repairs and maintenance	18,184	36,273	54,457
Insurance and bonds	1,772	4,565	6,337
Equipment rentals	2,469	3,713	6,182
Building rentals	-	1,800	1,800
Depreciation	58,511	11,875	70,386
Miscellaneous	1,508	7,428	8,936
Total operating expenses	<u>\$ 390,007</u>	<u>\$ 276,438</u>	<u>\$ 666,445</u>
Operating income	<u>\$ 92,799</u>	<u>\$ 61,405</u>	<u>\$ 154,204</u>
Nonoperating Revenues (Expenses)			
Interest income	\$ 1,777	\$ 157	\$ 1,934
Interest expense	(7,458)	-	(7,458)
Gain on disposal of asset	-	24,923	24,923
Total nonoperating revenues (expenses)	<u>\$ (5,681)</u>	<u>\$ 25,080</u>	<u>\$ 19,399</u>
Change in net position	\$ 87,118	\$ 86,485	\$ 173,603
Net position, beginning of year	1,510,599	278,007	1,788,606
Net position, end of year	<u>\$ 1,597,717</u>	<u>\$ 364,492</u>	<u>\$ 1,962,209</u>

The Notes to the Financial Statements are an integral part of this statement.

PROPRIETARY FUNDS STATEMENT OF CASH FLOWS
Year Ended OCTOBER 31, 2021

	Enterprise Funds		Total Proprietary Funds
	Water Fund	Golf Fund	
Cash Flows From Operating Activities			
Receipts from customers	\$ 477,494	\$ 337,843	\$ 815,337
Payments to suppliers	(200,721)	(118,881)	(319,602)
Payments to employees and benefits	(104,252)	(139,545)	(243,797)
Net cash flows from operating activities	<u>\$ 172,521</u>	<u>\$ 79,417</u>	<u>\$ 251,938</u>
Cash Flows From Capital and Related Financing Activities			
Purchase of capital assets	\$ -	\$ (8,594)	\$ (8,594)
Principal paid on capital debt	(35,000)	-	(35,000)
Interest paid on capital debt	(7,532)	-	(7,532)
Net cash flows from capital and related financing activities	<u>\$ (42,532)</u>	<u>\$ (8,594)</u>	<u>\$ (42,532)</u>
Cash Flow From Investing Activities			
Interest earned	\$ 1,777	\$ 157	\$ 1,934
Proceeds from sale of asset	-	32,100	32,100
Purchase of investments	235,863	-	235,863
Net cash flows from investing activities	<u>\$ 237,640</u>	<u>\$ 32,257</u>	<u>\$ 269,897</u>
Net change in cash and cash equivalents	\$ 367,629	\$ 103,080	\$ 470,709
Cash and cash equivalents - beginning	427,065	241,958	669,023
Cash and cash equivalents - ending	<u>\$ 794,694</u>	<u>\$ 345,038</u>	<u>\$ 1,139,732</u>
Reconciliation of Operating Income to Net Cash Flows from Operating Activities			
Operating income	\$ 92,799	\$ 61,405	\$ 154,204
Adjustment to reconcile operating income to net cash provided by operating activities			
Depreciation expense	58,511	11,875	70,386
Change in assets and liabilities			
Accounts receivable	(5,312)	-	(5,312)
Inventory	-	(191)	(191)
Accounts payable	28,940	6,116	35,056
Due to/from other governmental funds	(2,417)	212	(2,205)
Net cash provided by operating activities	<u>\$ 172,521</u>	<u>\$ 79,417</u>	<u>\$ 251,938</u>

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Village of Grand Beach (the "Village") conform to accounting principles generally accepted in the United States of America ("GAAP") as applicable to governmental units. The following is a summary of the significant accounting policies used by the Village:

A. Reporting Entity

The Village is a chartered village located within the boundaries of New Buffalo Township. The Village operates under a Council-Administrator form of government and provides the following services: public safety (police), streets, water utility, recreation, public improvement, planning and zoning and general administration services.

For financial statement purposes, the Village includes all funds and account groups that are controlled by or dependent on the Village, as determined on the basis of budget adoption, management oversight responsibility, taxing authority, or the Village's obligation to fund any deficits.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenue.

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**C. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available if it is collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, expenditures relating to compensated absences, and claims and judgments are recorded only when payment is due.

Revenues are recognized in the accounting period in which they become susceptible to accrual—that is, when they become both measurable and available to finance expenditures of the fiscal period. Property taxes, state-shared revenue, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be available only when cash is received by the government.

Property Taxes – The Village’s property taxes attach as an enforceable lien on July 1st, on the taxable valuation of property (as defined by State statutes) located in the Village and payable by September 14th. The Village’s current year ad valorem tax is levied and collectible on July 1 of the current year and it is recognized as revenue in the current year when the proceeds of this levy are budgeted and made “available” for the financing of operations. “Available” means collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period (60 days).

The 2021 taxable valuation of the Village totaled \$139,124,984, on which ad valorem taxes levied which consisted of 6.0110 mills for the Village’s operating purposes. These amounts are recognized in the General Fund’s financial statements as taxes receivable or as tax revenue.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**C. Measurement Focus, Basis of Accounting and Financial Statement Presentation, Continued**

The Village reports the following major funds:

Governmental Funds:

General Fund – The General Fund accounts for all revenues and expenditures of the Village which are not accounted for in the other funds. Revenues are primarily derived from general property taxes, other local taxes, licenses and permits, local revenue sharing, and fees and revenues from the State of Michigan.

Capital Projects Fund – The Capital Projects Fund accounts for the purchase of fixed assets. Funds are accumulated over multiple accounting periods. Funds are provided primarily through transfers from the General Fund.

Proprietary Funds:

Water Fund – The Water Fund is used to account for the provision of water services to the residents of the Village. Activities of the fund include administration, operations and maintenance of the water system and billing and collection activities. The fund also accounts for the accumulation of resources for, and the payment of long-term debt principal and interest for water debt. All costs are financed through charges to utility customers with rates reviewed regularly and adjusted if necessary to ensure integrity of the funds.

Golf Fund – The Golf Fund is used to account for operations of the Village's golf course, including administration, operation and maintenance. All costs are financed through charges to the customers and through transfers from the General Fund, if necessary

Additionally, the Village reports the following non-major governmental funds:

Major Street Fund – The Major Street Fund accounts for the revenues and expenditures of the Village related to the construction and maintenance of the Village's major streets. Revenues are primarily derived from the State of Michigan revenue sharing funds.

Local Street Fund – The Local Street Fund accounts for the revenues and expenditures of the Village related to the construction and maintenance of the Village's local streets. Revenues are primarily derived from the State of Michigan revenue sharing funds.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**C. Measurement Focus, Basis of Accounting and Financial Statement Presentation, Concluded**

Building Inspector Fund – The Building Inspector Fund is used to account for the collection of inspection fees related to construction in the Village and the expenses associated with building and electrical inspections.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's water and golf functions and various other functions of the government. Eliminations of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenue include: (1) charges to customers or applicants for goods, services or privileges provided; (2) operating grants and contributions; and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenue rather than as program revenue. Likewise, general revenue includes all taxes.

Proprietary funds distinguish operating revenue and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of proprietary funds relate to charges to customers for sales and services. The water fund also recognizes the portion of tap fees intended to recover current costs (e.g., labor and materials to hook up new customers) as operating revenue. The portion intended to recover the cost of the infrastructure is recognized as non-operating revenue. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

Bank Deposits and Investments—Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired. Investments are stated at acquisition value and consist only of certificates of deposit with original maturities of greater than 90 days.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity, Continued**

Receivables and Payables—In general, outstanding balances between funds are reported as “due to/from other funds.” Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as “advances to/from other funds.” Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as “internal balances.”

All trade and property tax receivables are shown as net of allowance for uncollectible amounts. Property taxes are levied on each July 1st on the taxable valuation of property as of the preceding December 31st. Taxes are considered delinquent after the due date, at which time penalties and interest are assessed.

Inventories and Prepaid Items—Inventories are valued at cost, on a first-in, first-out basis. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future fiscal years and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets—Capital assets, which include property, plant, equipment, infrastructure assets (e.g., water system, roads, bridges, sidewalks and similar items) are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined as having a cost over \$2,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The Village has chosen not to retroactively report any other infrastructure assets and will only report any additions prospectively in accordance with Governmental Accounting Standards Board (“GASB”) Statements Number 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*.

Interest incurred during the construction of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. During the current year, there was no interest that was capitalized.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity, Continued

Property and equipment are depreciated using the straight-line method over the following useful lives:

Buildings	40 to 60 years
Building Improvements	15 to 30 years
Land Improvements	10 to 20 years
Water Lines	50 to 75 years
Vehicles	3 to 5 years
Office Equipment	5 to 7 years
Computer Equipment	3 to 7 years

Compensated Absences (Vacation and Sick Leave)—It is the policy of the Village to allow employees to accumulate up to 30 sick days. There is no pay or compensation for unused sick days upon an employee's retirement, resignation or termination. Vacation days are earned as of the anniversary of the employee's full-time hire date and must be used within 24 months of that date. No compensation is given if the vacation time is not taken within that time period. Any unused vacation days are paid out upon termination based on the final hourly rate. Vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-Term Obligations—In the government-wide financial statements and the proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

Deferred Outflows of Resources—In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Village has deferred outflows related to the pension plan.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity, Continued

Deferred Inflows of Resources—In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of sources (revenue) until that time. The Village has deferred inflows related to the pension plan. On the governmental funds balance sheet for fiscal 2021, the Village had deferred inflows of resources related to funds receivable from the State of Michigan but not received within 60 days of year-end.

Fund Equity—The Village follows the provisions of GASB Statement Number 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The following are the Village's fund balance classifications:

Non-Spendable Fund Balance - includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted Fund Balance - includes amounts that can be spent only for specific purposes stipulated by what the external resource provides (for example grant providers, constitutionally, or through enabling legislation). Effectively, restrictions may be changed or lifted only with the consent of resource providers.

Committed Fund Balance - includes amounts that can be used only for specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed constraint originally.

Assigned Fund Balance - includes amounts that are constrained by the government's intent to be used for a specific purpose, but are neither restricted nor committed.

Unassigned Fund Balance - is the residual classification for General Fund. This classification represents governmental fund balances that have not been assigned to other funds or that have not been restricted, committed, or assigned to specific purposes within the respective governmental fund balances.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONCLUDED**D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity, Concluded**

Fund Equity Flow Assumption—Sometimes the Village will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village's policy to consider restricted fund balance to have been depleted before using any components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Net Position Flow Assumption—Sometimes the Village will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts of net position to report as restricted and unrestricted in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Pension—For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and net pension expense, information about the fiduciary net position of the Municipal Employees Retirement System ("MERS") of Michigan and additions to deductions from MERS' fiduciary net position have been determined on the same basis as they are reported by MERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at acquisition value.

Estimates—The process of preparing financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, as well as deferred outflows and deferred inflows of resources at the date of the financial statements and the reported amounts of revenue and expenditures and expenses during the period. Actual results could differ from those estimates.

NOTE 2. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY**Budgets and Budgetary Accounting:**

The Village performs the following procedures in establishing the budgetary data reflected in the financial statements:

1. Prior to the annual meeting, the Village Clerk submits to the Village Council a proposed operating budget for the fiscal year commencing November 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. The budget is formally adopted by the first Monday in June.
4. Transfers or amendments to the budget may only be approved by the Council.
5. Formal budgetary integration is employed as a management control device during the year for all funds.
6. Budgets for all the funds are adopted on a basis consistent with generally accepted accounting principles.

The budget document presents information by fund function. The legal level of budgetary control adopted by the governing board (i.e. the level at which expenditures may not legally exceed appropriations) is the function level. State law requires the Village to have its budget in place by November 1st. Expenditures in excess of the amounts budgeted is a violation of P.A. 621 of 1978, Section 18(1) as amended.

State law permits the Village to amend its budgets during the year. There were multiple amendments made during the current year.

Encumbrance accounting is employed in governmental funds. Amounts encumbered for purchase orders, contracts, etc., are not tracked during the year. Budget appropriations are considered to be spent once the goods are delivered or the services rendered.

Excess of Expenditures Over Appropriations in Major Budgeted Funds— During the year, the Village had no expenditures in excess of budgeted amounts.

NOTE 2. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY, CONCLUDED

Fund Deficits—The Village has no accumulated fund balance/net position deficits in their reported funds.

NOTE 3. DEPOSITS AND INVESTMENTS

Michigan Compiled Laws, Section 129.91, authorizes the Village to make deposits and invest in the accounts of federally insured banks, credit unions, and savings and loan associations which have an office in Michigan. The Village is allowed to invest in bonds, securities and other direct obligations of the United States or any agency or instrumentality of the United States; United States government or federal agency obligations; repurchase agreements; bankers' acceptance of the United States banks; commercial paper rated within the two highest classifications which mature not more than 270 days after the date of purchase; obligations of the State of Michigan or its political subdivisions which are rated as investment grade; and mutual funds composed of investment vehicles which are legal for direct investment by local units of government in Michigan.

The investment policy adopted by the Council in accordance with Public Act 196 of 1997 has authorized investment in bonds and securities of the United States government and bank accounts and CDs, but not the remainder of the State statutory authority as listed above.

The Village's deposits and investment policy are in accordance with statutory authority.

The Village's investments were comprised entirely of certificates of deposit at the end of the fiscal year.

NOTE 3. DEPOSITS AND INVESTMENTS, CONTINUED

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village maintains some cash balances using sweep accounts to invest idle cash in U.S. Government backed securities. Non-sweep accounts at each institution are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000. As of October 31, 2021, \$2,246,041 of the Village's non-sweep account bank deposit balance of \$3,246,010 was exposed to custodial credit risk because it was in excess of FDIC coverage limits. As of October 31, 2021, the Village had sweep account balances totaling \$599,121 that were invested in U.S. Government backed securities.

Investments. Michigan law permits investments in: 1) Bonds and other obligations of the United States Government; 2) Certificates of deposit and savings accounts of banks or credit unions who are members of the FDIC and FSLIC, respectively; 3) Certain commercial paper; 4) United States Government repurchase agreements; 5) Banker's acceptance of the United States Bank; and 6) certain mutual funds.

The Village has put further restrictions on those investments through its current policy, and the Village's investment is permitted by law and policy.

Interest Rate Risk. In accordance with its investment policy, the Village will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by: structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market; and, investing operating funds primarily in shorter-term securities, liquid asset funds, money market mutual funds, or similar investment pools and limiting the average maturity in accordance with the Village's cash requirements.

Credit Risk. State law limits investments in commercial paper and corporate bonds to a prime or better rating issued by nationally recognized statistical rating organizations ("NRSROs").

Concentration of Credit Risk. The Village will minimize concentration of credit risk, which is the risk of loss attributed to the magnitude of the Village's investment in a single issuer, by diversifying the investment portfolio so that the impact of potential losses from any one type of security or issuer will be minimized.

NOTE 3. DEPOSITS AND INVESTMENTS, CONCLUDED

Custodial Credit Risk – Investments. For an investment, this is the risk that, in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Village will minimize custodial credit risk, which is the risk of loss due to the failure of the security issuer or backer, by: limiting investments to the types of securities allowed by law; and pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the Village will do business.

Foreign Currency Risk. The Village is not authorized to invest in investments which have this type of risk.

Fair Value Measurement. The Village categorizes its fair value measurements within the hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Village had no assets with recurring fair value measurements as of October 31st.

NOTE 4. CAPITAL ASSETS

Capital asset activity of the primary government for the current year was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
<i>Governmental Activities</i>				
Capital assets not being depreciated:				
Land	\$ 169,788	\$ 8,070	\$ -	\$ 177,858
Construction in progress	184,500	-	(184,500)	-
Subtotal	<u>\$ 354,288</u>	<u>\$ 8,070</u>	<u>\$ (184,500)</u>	<u>\$ 177,858</u>
Capital assets being depreciated:				
Land improvements	\$ 60,684	\$ 311,500	\$ -	\$ 372,184
Infrastructure	354,868	-	-	354,868
Building and improvements	662,749	5,745	-	668,494
Equipment	798,860	75,944	-	874,804
Subtotal	<u>\$ 1,877,161</u>	<u>\$ 393,189</u>	<u>\$ -</u>	<u>\$ 2,270,350</u>
Accumulated depreciation:				
Land improvements	\$ (2,220)	\$ (9,739)	\$ -	\$ (11,959)
Infrastructure	(96,083)	(11,535)	-	(107,618)
Building and improvements	(455,920)	(14,733)	-	(470,653)
Equipment	(749,072)	(19,970)	-	(769,042)
Subtotal	<u>\$ (1,303,295)</u>	<u>\$ (55,977)</u>	<u>\$ -</u>	<u>\$ (1,359,272)</u>
Net capital assets being depreciated	<u>\$ 573,866</u>	<u>\$ 337,212</u>	<u>\$ -</u>	<u>\$ 911,078</u>
Net capital assets	<u>\$ 928,154</u>	<u>\$ 345,282</u>	<u>\$ (184,500)</u>	<u>\$ 1,088,936</u>
Depreciation was charged to programs for the governmental activities as follows:				
Unallocated depreciation	<u>\$ 55,977</u>			

NOTE 4. CAPITAL ASSETS, CONCLUDED

	Beginning Balance	Additions	Disposals	Ending Balance
<i>Business-Type Activities</i>				
Capital assets not being depreciated:				
Land	\$ 9,300	\$ -	\$ -	\$ 9,300
Capital assets being depreciated:				
Infrastructure	\$ 2,389,909	\$ -	\$ -	\$ 2,389,909
Building and improvements	203,651	-	-	203,651
Equipment	426,566	8,594	(49,019)	386,141
Subtotal	<u>\$ 3,020,126</u>	<u>\$ 8,594</u>	<u>\$ (49,019)</u>	<u>\$ 2,979,701</u>
Accumulated depreciation:				
Infrastructure	\$ (1,301,031)	\$ (58,526)	\$ -	\$ (1,359,557)
Building and improvements	(202,545)	(952)	-	(203,497)
Equipment	(390,127)	(10,908)	41,842	(359,193)
Subtotal	<u>\$ (1,893,703)</u>	<u>\$ (70,386)</u>	<u>\$ 41,842</u>	<u>\$ (1,922,247)</u>
Net capital assets being depreciated	<u>\$ 1,126,423</u>	<u>\$ (61,792)</u>	<u>\$ (7,177)</u>	<u>\$ 1,057,454</u>
Net capital assets	<u>\$ 1,135,723</u>	<u>\$ (61,792)</u>	<u>\$ (7,177)</u>	<u>\$ 1,066,754</u>
Depreciation was charged to programs for the business-type activities as follows:				
Water Fund	\$ 58,511			
Golf Fund	11,875			
	<u>\$ 70,386</u>			

NOTE 5. LONG TERM OBLIGATIONS

Long-term obligation activity for the year ended October 31st can be summarized as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
Compensated absences	\$ 27,296	\$ -	\$ (891)	\$ 26,405	\$ -
Business-type Activities					
<i>Bonds Payable</i>					
<i>General Obligation Bonds</i>					
General Obligation Bonds dated April 1, 2008, with annual principal payments increasing from \$30,000 to \$45,000, maturing in 2028, with semi-annual interest payments at a rate of 2.5%	\$ 318,807	\$ -	\$ (35,000)	\$ 283,807	\$ 35,000
Total business-type activities	\$ 318,807	\$ -	\$ (35,000)	\$ 283,807	\$ 35,000

Annual debt service requirements to maturity for bonds and notes payable are as follows:

	Business-type Activities		
	Principal	Interest	Total
2022	\$ 35,000	\$ 4,392	\$ 39,392
2023	35,000	3,392	38,392
2024	35,000	2,392	37,392
2025	45,000	1,329	46,329
2026	45,000	1,033	46,033
2027-2028	88,807	2,206	91,013
	\$ 283,807	\$ 14,744	\$ 298,551

The general obligation bonds of the Water Fund are payable from operations of the Water Fund. The general obligation bonds are collateralized by the revenue of the water system and assets of the water fund established by the bond ordinances.

NOTE 6. DEFINED BENEFIT PENSION PLAN

Plan description – The Village’s defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The Village participates in the Municipal Employees Retirement System (MERS) of Michigan. MERS is an agent multiple-employer, statewide public employee pension plan established by the Michigan Legislature under Public Act 135 of 1945 and administered by a nine-member Retirement Board. MERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the MERS website at www.mersofmich.com.

Benefits provided – Benefits provided include a plan with a multiplier of 1.50%. Vesting periods are 10 years. Normal retirement age is 60 with early retirement at 50 with 25 years of service or 55 with 15 years of service. Final average compensation is calculated based on 5 years. Member contributions are 2.58%.

Inactive employees or beneficiaries	
currently receiving benefits	1
Inactive employees entitled to, but	
not yet receiving benefits	1
Active employees	7
	<u>9</u>
	<u>9</u>

Contributions – The Village is required to contribute amounts at least equal to the actuarially determined rate, as established by MERS Retirement Board. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer may establish contribution rates to be paid by its covered employees. Employer contributions are 6.41% based on annual payroll for open-divisions.

Net pension liability/asset – The employers’ net pension asset was measured as of December 31, 2020, and the total pension liability used to calculate the net pension liability/asset was determined by an annual actuarial valuation as of that date.

NOTE 6. DEFINED BENEFIT PENSION PLAN, CONTINUED

Actuarial assumptions – The total pension liability in the December 31, 2020 annual actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement include:

- Inflation 2.5%
- Salary increases 3.0% in the long-term
- Investment rate of return of 7.35% net of investment and administrative expense including inflation.

Although no specific price inflation assumptions are needed for the valuation, the 3.0% long-term wage inflation assumption would be consistent with a price inflation of 3%-4%.

Mortality rates used were based on a version of Pub-2010 and fully generational MP-19.

The actuarial assumptions used in valuation were based on the results of the most recent actuarial experience study of 2014-2018.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment and administrative expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates or arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Target Allocation Gross Rate of Return	Long-term Expected Real Rate of Return	Inflation Assumption	Term Expected Gross Rate of Return
Global equity	60.0%	7.45%	3.15%	2.50%	2.97%
Global fixed income	20.0%	4.90%	0.25%	2.50%	0.48%
Private Investments	20.0%	9.50%	1.45%	2.50%	1.40%
	100.0%		4.85%		4.85%

NOTE 6. DEFINED BENEFIT PENSION PLAN, CONTINUED

Discount rate – The discount rate used to measure the total pension liability is 7.6%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plans fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability/asset.

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Beginning Balance at 12-31-19	\$ 526,728	\$ 503,821	\$ 22,907
Changes for the Year			
Service cost	30,904	-	30,904
Interest on the total pension liability	40,783	-	40,783
Changes in benefits	-	-	-
Difference between expected and actual experience	4,178	-	4,178
Changes in assumptions	(2,761)	-	(2,761)
Employer contributions	-	21,818	(21,818)
Employee contributions	-	8,829	(8,829)
Net investment income	-	68,851	(68,851)
Benefit payments, including employee refunds	(11,130)	(11,130)	-
Administrative expense	-	(1,042)	1,042
Other changes	-	-	-
Net changes	<u>\$ 61,974</u>	<u>\$ 87,326</u>	<u>\$ (25,352)</u>
Ending Balance at 12-31-20	<u>\$ 588,702</u>	<u>\$ 591,147</u>	<u>\$ (2,445)</u>

Sensitivity of the net pension liability/asset to changes in the discount rate – The following presents the net pension liability/asset of the employer, calculated using the discount rate of 7.60%, as well as what the employer's net pension liability/asset would be using a discount rate that is 1% point lower (6.60%) or 1% higher (8.60%) than the current rate.

NOTE 6. DEFINED BENEFIT PENSION PLAN, CONCLUDED

	1% decrease (6.60%)	Current discount rate (7.60%)	1% increase (8.60%)
Net Pension (Asset) Liability	\$ -	\$ (2,445)	\$ -
Change in Net Pension (Asset) Liability (NPL)	82,167	-	(68,608)
Calculated NPL	<u>\$ 79,722</u>	<u>\$ (2,445)</u>	<u>\$ (71,053)</u>

Pension expense and deferred outflows of resources and deferred inflows of resources related to pensions – For the year ended October 31, 2021, the employer recognized pension expense of \$18,400. The employer reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred outflows of resources	Deferred inflows of resources
Differences in experience	\$ -	\$ 9,393
Differences in assumptions	15,610	-
Excess (Deficit) Investment Returns	-	27,455
Contributions subsequent to the measurement date*	18,005	-
Total	<u>\$ 33,615</u>	<u>\$ 36,848</u>

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as an addition to the net pension asset for the year ending October 31, 2022.

Other amounts reported as deferred outflows and inflows of resources related to pension will be recognized in pension expense as follows:

<u>Year Ending</u>	
2022	\$ (5,014)
2023	(3,081)
2024	632
2025	(9,811)
2026	(4,689)
Thereafter	725
	<u>\$ (21,238)</u>

NOTE 7. INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

<u>Receivable Fund</u>	<u>Payable Fund</u>		
General	Major Street	\$	2,550
	Local Street		3,802
	Building Inspector		833
	Water		6,745
	Golf		7,486
		<u>\$</u>	<u>21,416</u>

In the current fiscal year, the General Fund interfund receivables are for employee wages and benefits and rent related expenses paid by the General Fund on behalf of other funds that will be reimbursed in fiscal year 2022.

<u>Transfers In</u>	<u>Transfers out</u> <u>General Fund</u>	<u>Total</u>
Capital Projects Fund	\$ 242,885	\$ 242,885

The General Fund transferred funds to the Capital Projects Fund for various budgeted capital projects during the current and future fiscal years.

NOTE 8. RISK MANAGEMENT

The Village is exposed to various risks of loss related to property loss, torts, errors and omissions and employee injuries (workers' compensation), as well as medical benefits provided to employees. The Village carries insurance for these risks. Settled claims resulting from these risks have not exceeded the amount of insurance coverage in either of the past two fiscal years.

NOTE 9. TAX ABATEMENTS

As of October 31, 2021, management has evaluated tax abatements related to the Village and determined there are no tax abatements for disclosure.

NOTE 10. UPCOMING PRONOUNCEMENTS

In June 2017, the GASB issued Statement No. 87, *Leases*, which improves accounting and financial reporting for leases by governments. This statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The Village is currently evaluating the impact this standard will have on the financial statements when adopted. The provisions of this statement are effective for the Village's financial statements for the year ending October 31, 2022.

NOTE 11. SUBSEQUENT EVENTS

The Village has evaluated subsequent events through February 24, 2022, the date the financial statements were available to be issued. Except as noted below, no events or transactions occurred during this period which require recognition or disclosure in the financial statements.

In 2017, the Village began investigating the possibility of purchasing a 45.8-acre parcel of land located within the Village in order to preserve it in its natural state for all to enjoy. Through many donations from property owners and others, along with grants from the Michigan Department of Natural Resources Trust Fund and The Pokagon Fund, the Village was able to complete the purchase of what is now named the Grand Beach Nature Preserve on November 17, 2021 in the amount of \$2,808,000.

REQUIRED SUPPLEMENTARY INFORMATION

**BUDGETARY COMPARISON SCHEDULE – GENERAL FUND
Year Ended October 31, 2021**

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Property taxes	\$ 823,150	\$ 823,150	\$ 847,585	\$ 24,435
Federal grants	-	-	4,765	4,765
State grants	24,500	24,500	21,841	(2,659)
Charges for services	54,000	54,000	55,096	1,096
Fines and forfeits	150	150	2,329	2,179
Licenses and permits	-	-	150	150
Rents	64,480	64,480	56,232	(8,248)
Interest income	6,000	6,000	472	(5,528)
Local revenue sharing	-	30,685	30,685	-
Miscellaneous revenues	13,700	13,700	19,447	5,747
Total revenues	<u>\$ 985,980</u>	<u>\$ 1,016,665</u>	<u>\$ 1,038,602</u>	<u>\$ 21,937</u>
Expenditures				
General Government				
Council	\$ 21,050	\$ 30,050	\$ 22,365	\$ 7,685
Office	72,551	80,051	72,470	7,581
Elections	1,000	1,000	-	1,000
Hall and grounds	51,896	28,396	21,486	6,910
Planning commission	6,146	3,646	1,972	1,674
Maintenance garage	49,512	51,012	44,891	6,121
Public Safety				
Police	174,926	176,826	171,356	5,470
Public Works				
Public works	59,167	64,167	58,536	5,631
Sanitation	54,500	54,500	54,325	175
Recreation and Culture				
Parks and recreation	64,379	11,479	8,165	3,314
Beaches	52,118	148,943	145,937	3,006
Employee benefits	226,925	226,500	182,262	44,238
Total expenditures	<u>\$ 834,170</u>	<u>\$ 876,570</u>	<u>\$ 783,765</u>	<u>\$ 92,805</u>
Excess of Revenues Over Expenditures	<u>\$ 151,810</u>	<u>\$ 140,095</u>	<u>\$ 254,837</u>	<u>\$ 114,742</u>
Other Financing Uses				
Operating transfers out	\$ (117,200)	\$ (242,885)	\$ (242,885)	\$ -
Net change in fund balance	<u>\$ 34,610</u>	<u>\$ (102,790)</u>	<u>\$ 11,952</u>	<u>\$ 114,742</u>
Fund Balance, Beginning of Year	1,495,152	1,495,152	1,495,152	-
Fund Balance, End of Year	<u><u>\$ 1,529,762</u></u>	<u><u>\$ 1,392,362</u></u>	<u><u>\$ 1,507,104</u></u>	<u><u>\$ 114,742</u></u>

VILLAGE OF GRAND BEACH

SCHEDULE OF CHANGES IN THE EMPLOYER'S NET PENSION LIABILITY (ASSET)
AND RELATED RATIOS
YEARS ENDED DECEMBER 31ST

	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability							
Service cost	\$ 30,904	\$ 29,553	\$ 33,428	\$ 38,899	\$ 37,173	\$ 34,194	\$ 33,748
Interest	40,783	35,026	33,965	28,910	23,940	19,468	15,395
Changes of benefit terms	-	-	-	-	-	-	-
Difference between expected and actual experience	4,178	3,713	(18,577)	(1,864)	-	(3,496)	-
Changes of assumptions	(2,761)	14,652	-	-	153	11,625	-
Benefit payments including employee refunds	(11,130)	(8,289)	(6,216)	-	-	-	-
Other	-	1,843	(246)	-	-	-	-
Net Change in Total Pension Liability	\$ 61,974	\$ 76,498	\$ 42,354	\$ 65,945	\$ 61,266	\$ 61,791	\$ 49,143
Total Pension Liability beginning	\$ 526,728	\$ 450,230	\$ 407,876	\$ 341,931	\$ 280,665	\$ 218,874	\$ 169,731
Total Pension Liability ending	\$ 588,702	\$ 526,728	\$ 450,230	\$ 407,876	\$ 341,931	\$ 280,665	\$ 218,874
Plan Fiduciary Net Position							
Contributions - employer	\$ 21,818	\$ 21,651	\$ 24,718	\$ 26,862	\$ 25,551	\$ 24,242	\$ 23,583
Contributions - employee	8,829	9,220	10,779	11,765	11,230	10,655	10,516
Net Investment income	68,851	59,289	(17,612)	46,319	31,945	(4,003)	12,377
Benefit payments including employee refunds	(11,130)	(8,289)	(6,216)	-	-	-	-
Administrative expense	(1,042)	(1,023)	(835)	(727)	(628)	(546)	(467)
Net Change in Plan Fiduciary Net Position	\$ 87,326	\$ 80,848	\$ 10,834	\$ 84,219	\$ 68,098	\$ 30,348	\$ 46,009
Plan Fiduciary Net Position beginning	\$ 503,821	\$ 422,973	\$ 412,139	\$ 327,920	\$ 259,822	\$ 229,474	\$ 183,465
Plan Fiduciary Net Position ending	\$ 591,147	\$ 503,821	\$ 422,973	\$ 412,139	\$ 327,920	\$ 259,822	\$ 229,474
Employer Net Pension Liability (Asset)	\$ (2,445)	\$ 22,907	\$ 27,257	\$ (4,263)	\$ 14,011	\$ 20,843	\$ (10,600)
Plan Fiduciary Net Position as a percentage of the Total Pension Liability (Asset)	100%	96%	94%	101%	96%	93%	105%
Covered Employee Payroll	\$ 376,876	\$ 409,842	\$ 467,077	\$ 456,026	\$ 435,284	\$ 412,974	\$ 407,590
Employer's Net Pension Liability (Asset) as a percentage of covered employee payroll	-1%	6%	6%	-1%	3%	5%	-3%

Notes to Schedule:
Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

VILLAGE OF GRAND BEACH

SCHEDULE OF EMPLOYER'S CONTRIBUTIONS
YEARS ENDED OCTOBER 31ST

	2021	2020	2019	2018	2017	2016	2015
Actuarial determined contributions	\$ 21,818	\$ 21,651	\$ 24,718	\$ 26,862	\$ 25,551	\$ 24,242	\$ 23,583
Contributions in relation to the actuarially determined contribution	21,818	21,651	24,718	26,862	24,616	24,110	23,583
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ 935	\$ 132	\$ -
Covered employee payroll	\$ 376,876	\$ 409,842	\$ 467,077	\$ 456,026	\$ 435,284	\$ 412,974	\$ 407,590
Contributions as a percentage of covered employee payroll	5.8%	5.3%	5.3%	5.9%	5.7%	5.8%	5.8%

Notes to Schedule:

- Actuarial cost method Entry age
- Amortization method Level percentage of payroll for open divisions, level dollar for closed
- Remaining amortization period 18 years
- Asset valuation method 5 year smoothed
- Inflation 2.5%
- Salary increases 3% plus merit and longevity
- Investment rate of return 7.35%
- Retirement age Varies depending on plan adoption
- Mortality Pub-201 and fully generational MP-2019

Above dates are based on fiscal year, not necessarily the measurement date.

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

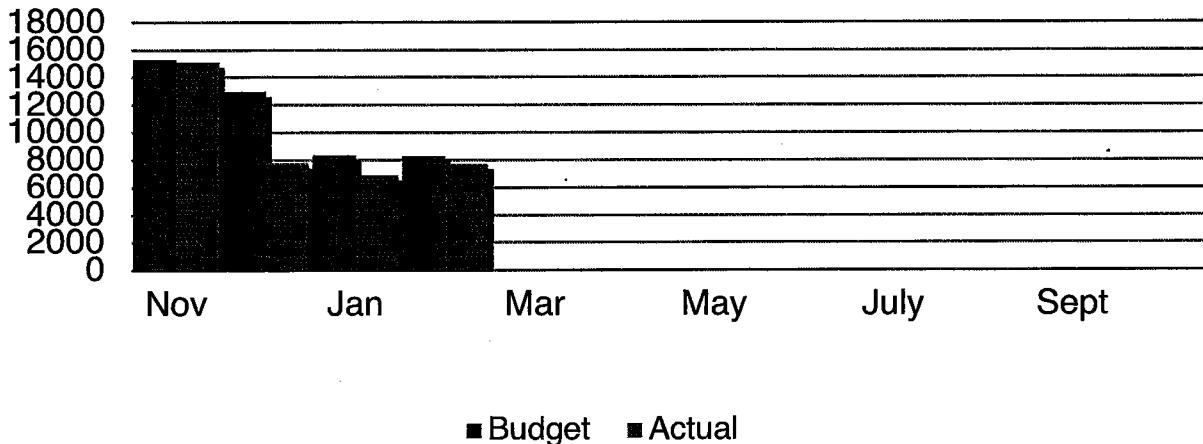
OTHER SUPPLEMENTARY INFORMATION

**COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
OCTOBER 31, 2021**

	Special Revenue Funds			Total
	Major Street Fund	Local Street Fund	Building Inspector Fund	
Assets				
Cash and cash equivalents	\$ 165,841	\$ 84,386	\$ 148,476	\$ 398,703
Investments	-	-	16,136	16,136
Due from other governments	19,027	10,887	-	29,914
Total assets	<u>\$ 184,868</u>	<u>\$ 95,273</u>	<u>\$ 164,612</u>	<u>\$ 444,753</u>
Liabilities and Fund Balances				
Liabilities				
Accounts payable	\$ 6,250	\$ 3,916	\$ -	\$ 10,166
Due to other governmental funds	2,550	3,802	833	7,185
Total liabilities	<u>\$ 8,800</u>	<u>\$ 7,718</u>	<u>\$ 833</u>	<u>\$ 17,351</u>
Deferred Inflows of Resources				
Unavailable revenue	\$ 7,045	\$ 4,048	\$ -	\$ 11,093
Fund Balances				
Restricted for building inspection	-	-	\$ 163,779	\$ 163,779
Restricted for streets	169,023	83,507	-	252,530
Total fund balances	<u>\$ 169,023</u>	<u>\$ 83,507</u>	<u>\$ 163,779</u>	<u>\$ 416,309</u>
Total liabilities and fund balances	<u>\$ 184,868</u>	<u>\$ 95,273</u>	<u>\$ 164,612</u>	<u>\$ 444,753</u>

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NON-MAJOR GOVERNMENTAL FUNDS
YEAR ENDED OCTOBER 31, 2021**

	Special Revenue Funds			Total
	Major Street Fund	Local Street Fund	Building Inspector Fund	
Revenues				
State grants	\$ 70,377	\$ 37,175	\$ -	\$ 107,552
Licenses and permits	-	-	118,879	118,879
Interest income	89	54	137	280
Total revenues	<u>\$ 70,466</u>	<u>\$ 37,229</u>	<u>\$ 119,016</u>	<u>\$ 226,711</u>
Expenditures				
Building inspection	-	-	56,647	\$ 56,647
Public works	47,094	53,190	-	100,284
Total expenditures	<u>\$ 47,094</u>	<u>\$ 53,190</u>	<u>\$ 56,647</u>	<u>\$ 156,931</u>
Net Change in Fund Balances	<u>\$ 23,372</u>	<u>\$ (15,961)</u>	<u>\$ 62,369</u>	<u>\$ 69,780</u>
Fund Balances, beginning of year	145,651	99,468	101,410	346,529
Fund Balances, end of year	<u>\$ 169,023</u>	<u>\$ 83,507</u>	<u>\$ 163,779</u>	<u>\$ 416,309</u>



March 16, 2022

Dear Grand Beach Council,

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

Financial

Year to date we are \$7,402 under budget.

Course News & Conditions

- Winter equipment maintenance and repair is now complete.
- The snowmobile stakes have been removed from the golf course.
- The tree trimming and removal is now complete.
- Spring cleanup is underway and will continue weather permitting.
- We are scheduled to purchase a replacement heavy duty utility vehicle and a trim mower in the current fiscal year. This has proven to be a challenge as all new equipment is not available until 2023 or even into 2024. As such, pre-owned equipment is in extremely high demand and thus difficult to find. Despite this challenge, we continue our search.

Respectfully Submitted,

Clay Putnam
Serviscape, LLC

SUPERINTENDENT'S REPORT

March 11, 2022

HALL - GROUNDS - MAINTENANCE GARAGE

Cleaned Maintenance garage.

STREETS - PARKS - BEACHES

Weekly Brush and Bag Pickup.

Cleaned out storm drains.

Snow and ice removal in the Village.

Repaired potholes on major and local streets with asphalt patch.

Cleaned up garbage along roadsides.

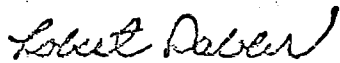
WATER DEPARTMENT

Sampled water February 28, 2022 and took to New Buffalo water treatment plant for analysis.
Submitted monthly reports for February readings to State of Michigan on March 10, 2022.

EQUIPMENT

Service, Oil and grease equipment.

Respectfully Submitted



Robert Dabbs
Superintendent

Grand Beach/Michiana Police Offense Summary

Occurred 2/1/2022 - 2/28/2022

Offense	Total Offenses
2304 - 23006 - Larceny - Parts and Accessories from Vehicle	1
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	1
2399 - 23007 - Larceny (Other)	1
5015 - 50000 - Failure to Appear	1
98007 - 9944 - Open Door on Residence	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	1
9953 - 99008 - Miscellaneous - General Assistance	8
9954 - 99009 - Miscellaneous - Non-Criminal	1
9955 - 99008 - Miscellaneous - Assist to EMS	1
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	3
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	9
Total	28

We had CPR training this month, certification is good for two years.

We had a catalytic converter stolen, please be alert for suspicious activity.

I am planning a coffee with a cop, please stay tuned for details.

Respectfully Submitted,



Ryan Layman, Chief of Police

VILLAGE OF GRAND BEACH
MONTHLY BUILDING INSPECTION REPORT

MARCH 16, 2022

PERMIT #	NAME/ADRESS	WORK TO BE DONE	COST	START
2020-27	KERN 51216 ARNOLD	NEW POOL	\$40,000.00	12/21
2020-31	KLEINMAN 50231 MARJEANETTE	NEW POOL	\$100,675.00	11/21
2021-21	GOLDSTEIN 52015 LAKE PARK	NEW HOME	\$1,879,429.00	05/21
2021-22	ALLEGERETTI 52106 LAKE PARK	NEW HOME	\$1,000,000.00	06/21
2021-27	GEYER 47103 OAK	NEW HOME	\$502,517.00	07/21
2021-30	DWARAKANATHAN 51308 ROBIN	NEW HOME	\$900,000.00	11/21
2021-41	JOHNSON 47104 OAK	REMODEL	\$225,000.00	11/21
2021-42	CORVINO 47110 OAK	NEW POOL	\$60,000.00	07/21
2021-43	MEARSHEIMER 42204 MAIN	NEW POOL	\$80,253.00	11/21
2021-47	BROWN 45322 FAIRWAY	NEW HOME	\$640,080.00	12/21
2021-48	BURKE 45320 FAIRWAY	NEW HOME	\$819,800.00	12/21
2021-50	ARMSTRONG 58107 WALNUT	NEW HOME	\$298,789.00	12/21

2021-54	TOLE 47001 LAKE VIEW	DECK REWORK	\$150,000.00	12/21
2021-57	LEVITON 52009 LAKE PARK	NEW ROOF	\$76,800.00	12/21
2021-59	GABA 51315 ARNOLD	NEW HOME	\$3,200,000.00	12/21
2021-60	HUELS 50108 ARNOLD	REMODEL	\$410,000.00	12/21
2021-61	GRISSOM 50106 ALPINE	POOL HOUSE	\$150,000.00	12/21
2021-68	BLAUW 46020 LAKE VIEW	NEW GARAGE	\$125,000.00	11/21
2021-69	MORRIS 50262 GOLFVIEW	NEW HOUSE	\$500,000.00	01/22
2022-01	BIRKS 46209 ROYAL	DECK REWORK	\$22,568.00	01/22
2022-02	ZALANSKAS XXXX CRESCENT	NEW HOUSE	\$550,000.00	01/22
2022-03	SMITH 46209 CRESCENT	FLAT ROOF	\$4,900.00	02/22
2022-04	KLIENMAN 50231 MARJEANETTE	FENCE	\$13,692.00	03/22
2022/05	CHEMKURI 45328 FAIRWAY	FENCE	\$7,272.66	03/22

Millage Needs	Estimated Cost	Money saved for project
Beach Accesses/lookouts/ADA compliance	\$105,000	Platforms \$30,000
Piling removal from beaches	\$25,000	\$30,000
Playground equipment	\$100,000	\$18,100
Tennis courts	\$142,000	\$27,000
Basketball court	\$25,000	\$1,000
Landscaping - parks	\$35,000	
Dog park	\$15,000	
Walking path signage	\$10,000	
Golf course irrigation	\$350,000	\$16,700
Clubhouse (hall) roofing and cement balcony repairs	\$190,000	Cement \$25,000 Roof \$ 5,000

Flooring for hall	\$30,000	\$40,000
ADA stair lift for hall	\$45,000	\$15,000
Skid steer	\$40,000	
*Water tower replacement 2030	\$600,000	
Salt building	\$50,000	\$17,984
Street repairs	\$400,000	Revenue Sharing Funds \$66,830

WATER MAIN EASEMENT

This Indenture, made this ____ day of March, A.D. 2022, witnesseth that 46117 Ely, LLC, an Illinois Limited Liability Company with an address of 426 Ridge Avenue, Arlington Heights, IL 60005, hereinafter "Grantor",

In consideration of less than One Hundred and No/100s--Dollars (\$100.00), does give, grant and convey to the VILLAGE OF GRAND BEACH, a Michigan Municipal Corporation, of 48200 Perkins Blvd., Grand Beach, MI 49117, hereinafter "Grantee", an easement for a water main, which shall give the Grantee the right to construct, install, repair, maintain, replace, and operate a water main line over, across and under the after described property, or the "Easement", which is described as follows:

The South 5 (Five) feet of LOTS 45 AND 54, BLOCK 7, of the recorded plat of Grand Beach Springs, recorded July 2, 1908, in Volume 4 of Plats Page 39, Berrien County Records, located in the Village of Grand Beach, New Buffalo Township, Berrien County, Michigan; said 5 feet being a strip of land parallel and adjacent to LOTS 46 and 53 of said plat.

Part of Property ID Number: 11-39-2590-0231-00-8

Parcel Address: 46116 Wildwood Avenue, Grand Beach, MI 49117

This Easement shall run with the land and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned, as the holders of the legal title to the lands and premises above described. This Easement is for the sole and specific purpose of the Grantee installing and maintaining a public safety water main connecting the fire hydrant systems from Wildwood Avenue to Ely Avenue located within the Village boundaries. This Easement is restricted to the following terms and conditions:

- 1) The Easement area shall not be used for any other purpose other than the installation and maintenance of a water main, without the express written consent of the Grantor.
- 2) With the exception of emergencies, any work to be performed within the Easement shall require at least a 30-day notice to the Grantor.
- 3) The Grantee shall install and maintain buffalo boxes on or about the easterly and westerly borders of the Easement for the purpose isolating any breach in the line within the Easement.

- 4) The Grantee shall utilize HDPE pipe within the Easement.
- 5) The Easement area will be restored to the same or better condition as found prior to the installation or any maintenance work being performed.
- 6) In the event the Grantee no longer requires the water main, the water main is not being maintained, or in the event the water main is otherwise abandoned, this Easement shall expire without further written instrument. For the purposes of this Easement, "abandonment" shall be defined as not being used as a water main for a period of 36 consecutive months.
- 7) The Grantee shall install the water main according to the plans attached as schedule "A". Any deviation from the attached Schedule "A" must require written consent from the Grantor.
- 8.) No permanent structure shall be built by Grantor over the Easement area without written permission from the Grantee; however, this grant of Easement is non-exclusive and shall in no way restrict Grantor from future use of said premises subject to the grant herein made for an underground water main. Grantor further releases the Grantee and holds the Grantee harmless from any damages of any nature or sort to Grantor's property that result from the placement of the water line in the Easement area described once final installation work is complete.

46117 Ely, LLC

By: _____
 Joseph Farwell
 Its: Manager

STATE OF _____)
)SS
 COUNTY OF _____)

On this ____ day of March, A.D. 2022, before me a Notary Public in and for said County, personally appeared JOSEPH FARWELL, Manager of 46117 Ely, LLC, to me known, and that he acknowledged the same to be his free act and deed.

 Notary Public
 County of _____, State of _____
 My Commission expires:

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

WATER MAIN EASEMENT

This Indenture, made this _____ day of March, A.D. 2022, witnesseth that 46117 Ely, LLC, an Illinois Limited Liability Company with an address of 426 Ridge Avenue, Arlington Heights, IL 60005, hereinafter "Grantor",

In consideration of less than One Hundred and No/100s--Dollars (\$100.00), does give, grant and convey to the VILLAGE OF GRAND BEACH, a Michigan Municipal Corporation, of 48200 Perkins Blvd., Grand Beach, MI 49117, hereinafter "Grantee", an easement for a water main, which shall give the Grantee the right to construct, install, repair, maintain, replace, and operate a water main line over, across and under the after described property, or the "Easement", which is described as follows:

The North 7 (Seven) feet of LOT 53, BLOCK 7, of the recorded plat of Grand Beach Springs, recorded July 2, 1908, in Volume 4 of Plats Page 39, Berrien County Records, located in the Village of Grand Beach, New Buffalo Township, Berrien County, Michigan; said 7 feet being a strip of land parallel and adjacent to LOT 54 of said plat.

Property ID Number: 11-39-2590-0239-00-9

Address of Parcel: 46117 Wildwood Avenue, Grand Beach, MI 49117

This Easement shall run with the land and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned, as the holders of the legal title to the lands and premises above described. This Easement is for the sole and specific purpose of the Grantee installing and maintaining a public safety water main connecting the fire hydrant systems from Wildwood Avenue to Ely Avenue located within the Village boundaries. This Easement is restricted to the following terms and conditions:

- 1) The Easement area shall not be used for any other purpose other than the installation and maintenance of a water main, without the express written consent of the Grantor.
- 2) With the exception of emergencies, any work to be performed within the Easement shall require at least a 30-day notice to the Grantor.
- 3) The Grantee shall install and maintain buffalo boxes on or about the easterly and westerly borders of the Easement for the purpose isolating any breach in the line within the Easement.

- 4) The Grantee shall utilize HDPE pipe within the Easement.
- 5) The Easement area will be restored to the same or better condition as found prior to the installation or any maintenance work being performed.
- 6) In the event the Grantee no longer requires the water main, the water main is not being maintained, or in the event the water main is otherwise abandoned, this Easement shall expire without further written instrument. For the purposes of this Easement, "abandonment" shall be defined as not being used as a water main for a period of 36 consecutive months.
- 7) The Grantee shall install the water main according to the plans attached as schedule "A". Any deviation from the attached Schedule "A" must require written consent from the Grantor.
- 8.) No permanent structure shall be built by Grantor over the Easement area without written permission from the Grantee; however, this grant of Easement is non-exclusive and shall in no way restrict Grantor from future use of said premises subject to the grant herein made for an underground water main. Grantor further releases the Grantee and holds the Grantee harmless from any damages of any nature or sort to Grantor's property that result from the placement of the water line in the Easement area described once final installation work is complete.

46117 Ely, LLC

By: _____
 Joseph Farwell
 Its: Manager

STATE OF _____)
)SS
 COUNTY OF _____)

On this ____ day of March, A.D. 2022, before me a Notary Public in and for said County, personally appeared JOSEPH FARWELL, Manager of 46117 Ely, LLC, to me known, and that he acknowledged the same to be his free act and deed.

 Notary Public
 County of _____, State of _____
 My Commission expires:

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

WATER MAIN EASEMENT

This Indenture, made this ____ day of March, A.D. 2022, witnesseth that 46117 Ely, LLC, an Illinois Limited Liability Company with an address of 426 Ridge Avenue, Arlington Heights, IL 60005, hereinafter "Grantor",

In consideration of less than One Hundred and No/100s--Dollars (\$100.00), does give, grant and convey to the VILLAGE OF GRAND BEACH, a Michigan Municipal Corporation, of 48200 Perkins Blvd., Grand Beach, MI 49117, hereinafter "Grantee", an easement for a water main, which shall give the Grantee the right to construct, install, repair, maintain, replace, and operate a water main line over, across and under the after described property, or the "Easement", which is described as follows:

The North 7 (Seven) feet of LOT 46, BLOCK 7, of the recorded plat of Grand Beach Springs, recorded July 2, 1908, in Volume 4 of Plats Page 39, Berrien County Records, located in the Village of Grand Beach, New Buffalo Township, Berrien County, Michigan; said 7 feet being a strip of land parallel and adjacent to LOT 45 of said plat.

Property ID Number: 11-39-2590-0232-00-4

Address of Parcel: 46117 Wildwood Avenue, Grand Beach, MI 49117

This Easement shall run with the land and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned, as the holders of the legal title to the lands and premises above described. This Easement is for the sole and specific purpose of the Grantee installing and maintaining a public safety water main connecting the fire hydrant systems from Wildwood Avenue to Ely Avenue located within the Village boundaries. This Easement is restricted to the following terms and conditions:

- 1) The Easement area shall not be used for any other purpose other than the installation and maintenance of a water main, without the express written consent of the Grantor.
- 2) With the exception of emergencies, any work to be performed within the Easement shall require at least a 30-day notice to the Grantor.
- 3) The Grantee shall install and maintain buffalo boxes on or about the easterly and westerly boarders of the Easement for the purpose isolating any breach in the line within the Easement.

- 4) The Grantee shall utilize HDPE pipe within the Easement.
- 5) The Easement area will be restored to the same or better condition as found prior to the installation or any maintenance work being performed.
- 6) In the event the Grantee no longer requires the water main, the water main is not being maintained, or in the event the water main is otherwise abandoned, this Easement shall expire without further written instrument. For the purposes of this Easement, "abandonment" shall be defined as not being used as a water main for a period of 36 consecutive months.
- 7) The Grantee shall install the water main according to the plans attached as schedule "A". Any deviation from the attached Schedule "A" must require written consent from the Grantor.
- 8.) No permanent structure shall be built by Grantor over the Easement area without written permission from the Grantee; however, this grant of Easement is non-exclusive and shall in no way restrict Grantor from future use of said premises subject to the grant herein made for an underground water main. Grantor further releases the Grantee and holds the Grantee harmless from any damages of any nature or sort to Grantor's property that result from the placement of the water line in the Easement area described once final installation work is complete.

46117 Ely, LLC

By: _____
 Joseph Farwell
 Its: Manager

STATE OF _____)
)SS
 COUNTY OF _____)

On this ____ day of March, A.D. 2022, before me a Notary Public in and for said County, personally appeared JOSEPH FARWELL, Manager of 46117 Ely, LLC, to me known, and that he acknowledged the same to be his free act and deed.

 Notary Public
 County of _____, State of _____
 My Commission expires:

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

NAME _____

PERMIT # _____

NO LOT CLEARING OR TREE REMOVAL WILL BE ALLOWED IN THE VILLAGE OF GRAND BEACH UNTIL A BUILDING PERMIT HAS BEEN ISSUED PER ORDINANCE NO. 2010-80 AS AMENDED FROM TIME TO TIME.

BUILDING PERMIT REQUIREMENTS

All applications for permits must be accompanied by:

- 1. Three sets of drawings and three sets of survey. Michigan architect necessary if over 3,500 square feet. Submitted _____
- 2. Construction schedule. Submitted _____
- 3. Three copies of site plan.
Septic tank & dry wells precisely indicated. Submitted _____
- 4. State of Michigan contractor license. Submitted _____
- 5. Permit application with all pertinent data filled in, including MI contractor license number, signed and dated on page 1 & 2. Submitted _____
- 6. Berrien County Health Department permits for septic, if required. Submitted _____
- 7. Permit fee based on estimated cost of construction. Submitted _____
- 8. Water tap fee of \$3,600.00 – if applicable. (A normal tap is \$3,600. Unusual circumstances will incur additional fees). Paid _____
- 9. Gravel area at building site before construction begins. _____
- 10. Storm water management document. Submitted _____
- 11. Storm water system maintenance agreement (Only required for projects disturbing one acre or more of soil). Submitted _____

MAY BE REQUIRED – DEPENDING ON CONSTRUCTION SITE

- 12. EGLE Critical Dune Permits Application _____ Approved _____
- 13. EGLE Flood Plain Permits Application _____ Approved _____
- 14. Soil Erosion Permits – (Required for all property located within 500’ of any waterway)
 - a. Berrien County Drain Commissioner Application _____ Approved _____
 - b. EGLE Permit-by-rule may also be required Application _____ Approved _____

OTHER PERMITS – MAY BE REQUIRED DEPENDING ON TYPE OF WORK

- 15. Electrical Inspection Permit – Obtain permit through the State of Michigan.
- 16. Plumbing Inspection Permit – Obtain permit through the State of Michigan.
- 17. Mechanical Inspection Permit – Obtain permit through the State of Michigan.

ORDINANCE NUMBER _____

**AN ORDINANCE ESTABLISHING A REGISTRATION PERMIT FOR ALL
CONTRACTORS PLUS BUSINESSES AND PERSONS CONDUCTING
LANDSCAPING, BUILDING MAINTENANCE AND OTHER FORMS OF PROPERTY
MAINTENANCE OR REPAIR BUSINESS IN THE, VILLAGE OF MICHIANA,
MICHIGAN**

WHEREAS, it is deemed necessary and appropriate to establish a process by which all Contractors, doing business in the Village of Michiana, Michigan, shall be registered with the Village of Michiana, Michigan (“Village”). This Ordinance is enacted to protect the health, safety and welfare of persons in the Village by providing the Village with the information necessary to help ensure compliance with safety, structure and fire laws, identify business activities and establishments which affect or involve matters related to building which might affect traffic, construction, congestion, occupancy and density of occupancy, the presence, storage and handling of hazardous materials , the physical condition of places where persons reside or carry on business, and the enforcement of the law, including local, state and federal laws, rules and regulations applying to the building activities within the Village of Michiana,

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1 - DEFINITIONS: For the purposes of this ordinance, the following words and phrases shall have the meanings respectfully ascribed to them:

BUILDING COMMISSIONER: The person or persons so designated by the Village Council of the Village of Michiana to serve in the capacity of Building Inspector and administrate planning, zoning, building and construction permitting in accordance with the terms of the and other Village ordinances.

BUILDING CONTRACTOR: Any person, firm, company or corporation which, for consideration, undertakes or purports to have the capacity to undertake, or submits a bid to, or does himself or by or through other personnel employed by such contractors, construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish the whole or any part of a building or structure, or any of the appurtenances thereto, sidewalk, street or pavement for which a permit is required by Village Ordinance. The term building contractor includes all trades regardless if otherwise licensed by some other authority.

GENERAL BUILDING CONTRACTOR: Any building contractor who subcontracts all or any portion of a building contract to one or more building contractors who shall himself perform more than one trade during the course of any construction, and subcontract any other trade during the course of any construction.

LANDSCAPING, BUILDING MAINTENANCE AND OTHER FORMS OF PROPERTY MAINTENANCE OR REPAIR BUSINESS: Any business whether corporate, partnership, limited liability company, or sole proprietorship, which for consideration undertakes or purports to have the capacity to undertake, or submits a bid to, or does himself or by or through other personnel employed by the business, provides services for the maintenance, alteration, repair, installation of landscaping, any services related to the repair and maintenance of structures including the principal and accessory use buildings not otherwise required to hold a registration permit as a building contractor or general building contractor.

VILLAGE: The Village of Michiana, Michigan administered by the Village Council.

SECTION 2 - REGISTRATION PERMIT REQUIRED: It shall be unlawful for any person to engage in business in the Village as a building contractor, general building contractor or conduct a landscaping, building maintenance and other form of property maintenance or repair business without having first obtained an annual registration permit therefore, or to violate the terms of any such permit, when granted. Date of renewal shall be established by resolution by the Village Council.

SECTION 3 - APPLICATION AND CONTENTS: Application for a contractor registration permit shall be made to the Village Clerk in writing, signed by the applicant if an individual, and signed by all partners if a partnership, or by a duly authorized officer of thereof, if a corporation or limited liability company, verified by oath or an affidavit and shall contain (1) the name of the applicant, (2) the type of registration permit required (general contractor or contractor), (3) the time period covered, (4) the fee to be paid (if any), (5) the address of the business for which any notice required herein is to be mailed, and (6) any licenses or registrations required to perform services regulated in this ordinance plus a listing of insurance coverage then in effect and which the applicant agrees to keep in force throughout the period covered by the registration permit, including workmen's compensation, public liability for personal injury or death, property damage and vehicle coverage, listing the insurance company, policy number, amount of coverage and expiration date. At least the minimum limits of insurance shall be required by law for workman's compensation; five hundred thousand (\$500,000) for general liability for both public and vehicle coverage. The application shall also contain any other information as may be required by the Building Inspector as his discretion.

SECTION 4 - APPLICATION FEE AND FILING PROCEDURES: An application for a contractor registration permit shall be accompanied by an application fee in an amount of \$50 payable to the Village of Michiana. Forms for all permits shall be prepared and completed application kept on file by the Clerk. Each permit issued shall bear the seal of the Village, name of the permittee, address, type of registration permit issued, the amount of fee paid and any other information required by the Village Council and Building Inspector. The Clerk shall file a copy of all registration permits issued to the Building. The Clerk shall maintain a list of registration permits issued and provide a copy upon request to the general public.

SECTION 5 - SCOPE: Any person having a general building contractors registration permit shall not be required to secure an additional permit for work performed as a building contractor, nor shall a permit be required of a building contractors acting as a subcontractors under written contract to a properly permitted general building contractor. General building contractors shall be responsible to verify that their subcontractors are insured to the minimum limits as listed in Section 3_

SECTION 6 - NONTRANSFERABLE: No registration permit issued under the provision of this ordinance shall be transferable.

SECTION 7 - SUSPENSION AND REVOCATION : In addition to any other penalty imposed by the this Ordinance or other Village ordinance for violation of any provision of the Ordinance or regulation, a contractor's permit issued under the provision of this ordinance may be suspended or revoked by the Building Inspector after hearing before the Village Council. All orders suspending or revoking registration permits shall state the grounds therefore, shall be signed and be subject to appeal to a court of competent jurisdiction.

SECTION 8 - GROUND FOR SUSPENSION AND/OR REVOCATION: The commission or omission of any of the following act shall, in addition to the violation of any applicable section of this ordinance ANY Village ordinance or State law, constitute grounds for the suspension or revocation of a contractor's registration permit.

- A. Acceptance of final payment without issuance of waivers of lien and contractor's affidavit to the permit holder which shall be issued to run with the property.
- B. Non-completion of contract before expiration of the permit.
- C. Allowing insurance policies listed in the permit to lapse or be canceled without replacement of equal coverage by other policies.

The Village shall not be liable for any financial loss incurred by any registration permit holder whose permit has been suspended or revoked in accordance with the terms of this ordinance.

SECTION 9 - RENEWAL OF REVOKED PERMITS RESTRICTED: No registration permit shall be issued to a person, firm, corporation or limited liability company whose previous permit has been revoked up for period of one year from the date of such revocation. Said period shall be determined by the Building Inspector and established by the Village Council.

SECTION 10 - REGISTRATION PERMITS MUST BE IN EFFECT: It shall be the absolute duty and irrevocable responsibility of the permit holder to verify that all permits required by this ordinance are lawfully in effect before proceeding with any work to alter, repair add to, subtract from, improve, move wreck, or demolish to whole or any part of a building structure or any of the appurtenances thereto, sidewalk, street or pavement.

SECTION 11- VEHICLE IDENTIFICATION REQUIRED: All automobile and truck service vehicles, except personal vehicles of employees, used in the performance of any service which requires registration under the terms of this ordinance must clearly display on both sides of the vehicle the name of the contractor or subcontractor.

SECTION 12 - PENALTY: Any violation of this Ordinance shall subject the violator to a fine of not more than \$100 per day of violation. Each day a violation exists shall constitute a separate offense.

SECTION 13 - FORM OF APPLICATION FOR CONSTRUCTOR'S REGISTRATION AND CONTRACTOR'S REGISTRATION PERMIT: The initial form of Application for Contractor's Registration and the initial form of Contractor's Registration Permit to be used in carrying out the purposes of the Ordinance are those that are attached hereto and marked Exhibit "A" and "B" respectively and incorporated herein by reference. These forms may be subject to modification by Resolution by the Village Council of the Village of Michiana, Michigan.

SECTION 14 - LIMITATION OF APPLICABILITY: All of the terms, conditions, requirements of the Building Code of the Village of Michiana, Michigan adopted on not inconsistent with this Ordinance, are to remain in full force and effect and shall not be affected by the adoption of this Ordinance.

SECTION 15 - EFFECTIVENESS: This Ordinance shall be in full force and effect from and after passage, approval, recording and publication as provided by law.

SECTION 16 - Passed, adopted and approved this 10th day of **October, 2014** by the Village Council of the Village of Michiana, Michigan.

AYES: Iverson, Herbst, Bonello

NAYS: Zion

VILLAGE COUNCIL OF THE VILLAGE OF MICHIANA, MICHIGAN

Timothy Iverson, President

Linda Stein

Hillary Herbst

Don Zion

Phil Bonello

Attest:

Anne Heywood/Clerk

VILLAGE OF MICHIANA, MICHIGAN

APPLICATION FOR CONTRACTORS REGISTRATION

_____ GENERAL CONTRACTOR Fee \$ 50.00
(New Homes and Remodeling)

_____ SUBCONTRACTOR Fee \$ 50.00
(All other contractors, electricians, plumber, roofers etc.) LANDSCAPING,
_____ BUILDING MAINTENANCE AND OTHER FORMS OF PROPERTY
MAINTENANCE
OR REPAIR BUSINESS..... Fee \$ 50.00

Company Name _____ © Sole proprietorship
_____ 0 Corporation
Address _____ n Partnership
_____ o LLC

City State _____ ZIP _____

Phone _____

FAX _____

Type of Contractor _____

State License Number _____

Job Foreman _____

Emergency Number Contact _____

Applicant Signature _____

Whom ever violates or fails to comply with any provision of this ordinance shall be subject to a fine ad determined by the Ordinance of which a separate violation shall be deemed committed for each day during or on which a violation or non-compliance occurs of continues.

Registration Number _____ Issued _____
By Date _____

**VILLAGE OF MICHIANA, MICHIGAN
4000 CHEROKEE
MICHIANA, MI 49117
CONTRACTORS REGISTRATION PERMIT**

PERMIT # 2022 -

Name _____

Company _____

Address _____

Phone _____

General

Subcontractor

Carpentry

Electrical

Masonry

Plumbing

Other

Landscaping, building maintenance & other forms of property maintenance or repair business

The above named is duly permitted in accordance with the Village of Michiana Code of Ordinances to conduct a (check appropriate box (es) at right) contracting service in the Village of Michiana, Michigan.

This permit shall expire on 12/31/2022

Building Inspector _____ **Clerk** _____

MUST BE PROMINENTLY DISPLAYED

ESTIMATE

Grand Beach Golf Course Clubhouse

48200 Perkins Blvd
Grand Beach, MI 49117

(269) 405-2259



Endecca Painting & Flooring

710 N. Colonial Drive
Hobart, IN 46342

Phone: (219) 942-4014

Email: elias@endeccapaint.com

Web: endeccapaint.com

Estimate # 001821
Date 02/24/2022

Description	Total
Front counter (option 1) Labor and materials to apply black matte epoxy to Counters, visible shelving and outside walls	\$3,200.00
Front Counter (option 2) Labor and materials to apply black matte epoxy to visible shelving. Install black laminate to counters and sides.	\$4,830.00
Doors Apply two coats of paint to 8 doors and jambs	\$480.00

Subtotal	\$8,510.00
Total	\$8,510.00

By signing this document, the customer agrees to the services and conditions outlined in this document

TERMS AND CONDITIONS

Endecca Painting Co., Inc. will commence work upon payment of the deposit as required in the contract. Payment in full is required immediately upon completion of services. The customer must be there upon completion of work. If unable to be there, the customer must leave a check for the full amount.

If the customer claims there is any defect in service, said customer is to give written notice of such. However, the customer may not withhold more than 10% of the total price as put forth in the contract. Upon completion of the requested corrections, account must be immediately paid in full. The customer must be there upon completion of the requested corrections in order to make a final inspection. If unable to be there, the customer must leave a check for the balance due.

For any breach of warranty or defect in the labor or materials supplied or damages caused, Endecca Painting Co., Inc. is not liable for more than the total amount of money paid to date to Endecca Painting Co., Inc. by the customer.

Endecca Painting Co., Inc. shall not be liable for any special or consequential punitive damages resulting from any breach of contract or caused by any work by Endecca Painting Co., Inc.

If Endecca Painting Co., Inc. has not commenced or is unable to commence work for the customer, Endecca Painting Co., Inc. may terminate this contract at any time.

Customer will pay all costs of collection, reasonable attorney's fees, and legal expenses, whether hourly or contingent, incurred or paid by Endecca Painting Co., Inc. in enforcing this agreement and collecting the amount owed.

Exterior Work Warranty: Endecca Painting Co., Inc. does not warranty in any way the surface being painted, and is not responsible for a surface to which paint will not adhere. Provided the surface will allow paint to adhere, Endecca Painting Co., Inc. will for a period of two years, repaint the peeling area only. Endecca Painting Co., Inc. does not guarantee that the new paint will match the existing paint, as paint changes in color and sheen with time.

Interior Work Warranty: Endecca Painting Co., Inc. does not warranty in any way the surface being painted, and is not responsible for a surface that paint, wallpaper or drywall compounds will not adhere to, cracks and nail pops that reappear, or any surface that causes the paint to not perform according to its normal characteristics. Endecca Painting Co., Inc. does not warranty in any way interior work, drywall repairs, or wallpapering after completion of the job.

Insurance: Endecca Painting Co., Inc. maintains Comprehensive General Liability for up to \$1,000,000 for each occurrence of bodily injury and up to \$2,000,000 aggregate, and Worker's Compensation and Employer's Liability for up to \$100,000 per accident.

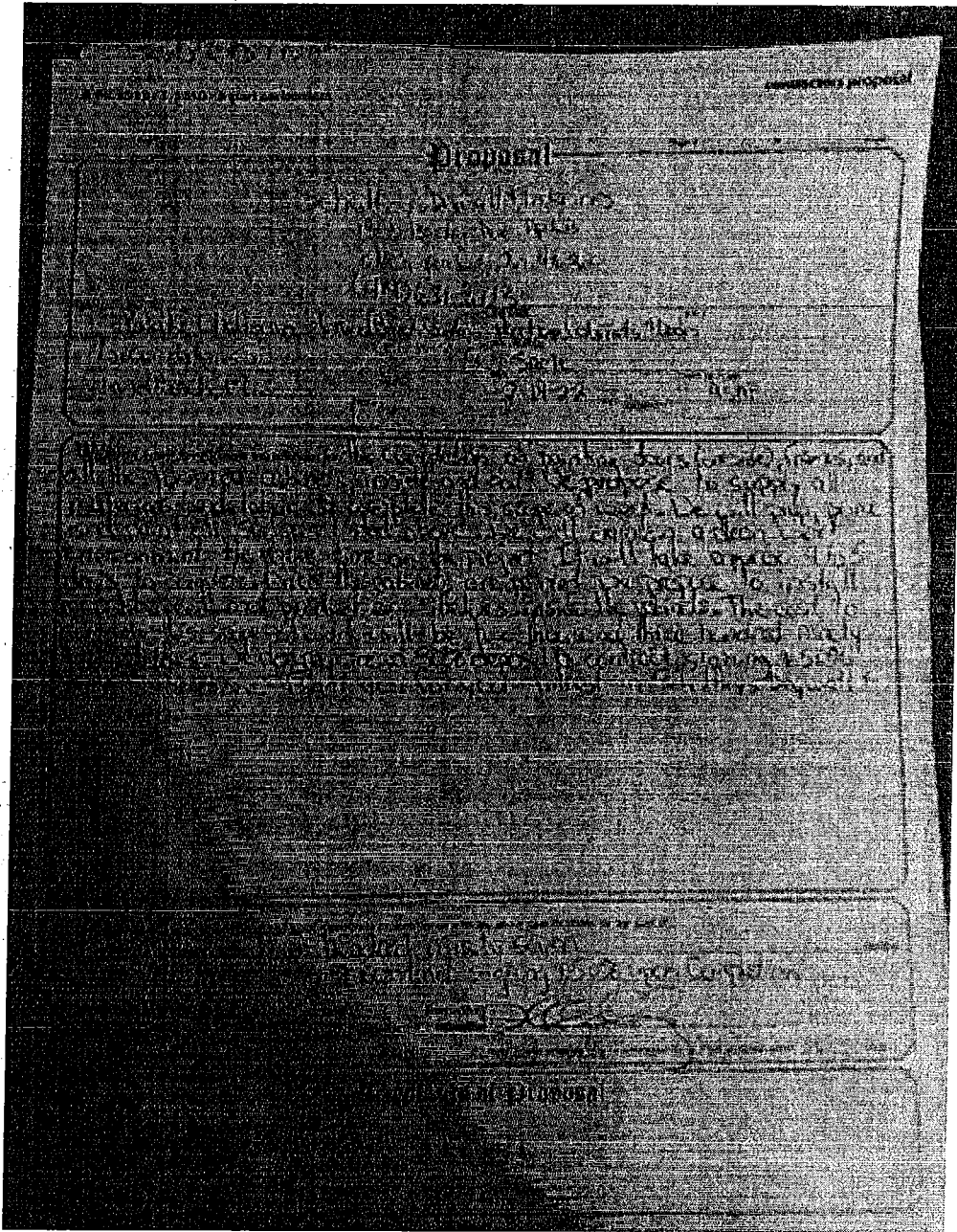
Payment: 50% due first day on the job. Balance due on day of completion. Make checks payable to Endecca Painting Co., Inc.

Additional: Your signature is evidence that you have read and accepted all terms and conditions of this proposal (front and back).

This document contains the entire agreement of the parties in regards to this particular quote, and shall not be altered or amended, except by written agreement signed by both parties.

If payment is not made when due, 1.5% interest per month will be added to the balance due.

Grand Beach Golf Course Clubhouse





Volume Savings Program

Quote #: 9112095
 Volume Savings Expiration Date: 1/25/2022
 Customer Name: GRAND BEACH VILLAGE
 Selling System Quote Project Description: 6X6
 Customer Phone#: 2694693141
 Pricing is per Lowe's Store at: Store #195 MICHIGAN CITY, IN
 Store Phone #: (219) 872-2900
 Store Contact: Mary Hernandez

Item #	Quantity	Item Description	QSP Unit Price	Extended QSP Price
314383	90	6-6-12 TREATED #2 GRADE TIMBERS	44.75	4,027.50

QSP Total: \$4,027.50

Total savings for this quote is \$497.78

You Save 11.00%

*All items requested for volume savings may not be listed if they did not qualify for QSP savings.

MANAGER SIGNATURE _____

DATE _____

*THIS ESTIMATE IS NOT VALID WITHOUT A MANAGER'S SIGNATURE.

*LOWE'S RESERVES THE RIGHT TO LIMIT THE QUANTITIES OF MERCHANDISE SOLD TO CUSTOMERS

*ALL OF THE PRODUCT MUST BE ORDERED BY THE EXPIRATION DATE IN ORDER TO RECEIVE VOLUME SAVINGS

*THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS ARE SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWE'S CREDIT DEPARTMENT.

*LOWE'S IS A SUPPLIER OF MATERIALS ONLY. LOWE'S DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWE'S DOES NOT ASSUME SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

*LOWE'S IS MAKING THE FOLLOWING QUOTE BASED ON ITS STANDARD COMMERCIAL TERMS, AND DOES NOT AGREE TO TERMS AND CONDITIONS, INCLUDING ANY GOVERNMENTAL REGULATIONS, NOT SPECIFICALLY INDICATED OR REFERENCED IN THE REQUEST FOR THIS QUOTATION. IF TERMS AND CONDITIONS ARE PRESENTED, PRODUCT SELECTION AND PRICING MAY CHANGE PENDING LEGAL REVIEW.

*TAXES AND DELIVERY WILL BE ADDED AT TIME OF PURCHASE AS APPLICABLE.

Visit Lowe'sForPros.com

Learn About All the Ways Lowe's Saves

Your Business Time & Money

- * Business Credit
- * Delivery
- * Volume Pricing
- * Order Ahead

Account Management in the Store



(219) 872-7736

P. O. Box 8802

301 Chapala Parkway

Michigan City, IN 46361

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

Quote 7985

We propose to furnish labor, material, and equipment to provide electrical work as necessary to install an additional eight (8) dedicated outlets to serve proposed new golf cart chargers. Quote includes installation of the following:

1. One (1) 100-ampere, 120/240-volt sub-feed originating at the electrical main service located in the Village Office and terminating in a new subpanel located on the exterior of the Golf Shop. The sub-feed will be installed in conduit through the rear hallway.
2. The subpanel will be a SqD, type QO, rated for outdoor installation, and have breaker space for up to 12 new circuits.
3. An underground conduit will be installed from the new subpanel to the location of the new chargers, approximately 125' from the building.
4. Eight (8) new ground-fault protected receptacles complete with weatherproof covers will be installed. Each outlet will be connected to a dedicated 20-ampere, 120-volt circuit.

TOTAL QUOTE \$13,041.00 (Quote does not include sales tax or permit costs)

Authorized Generac Generator Sales & Service

New 3R PANEL

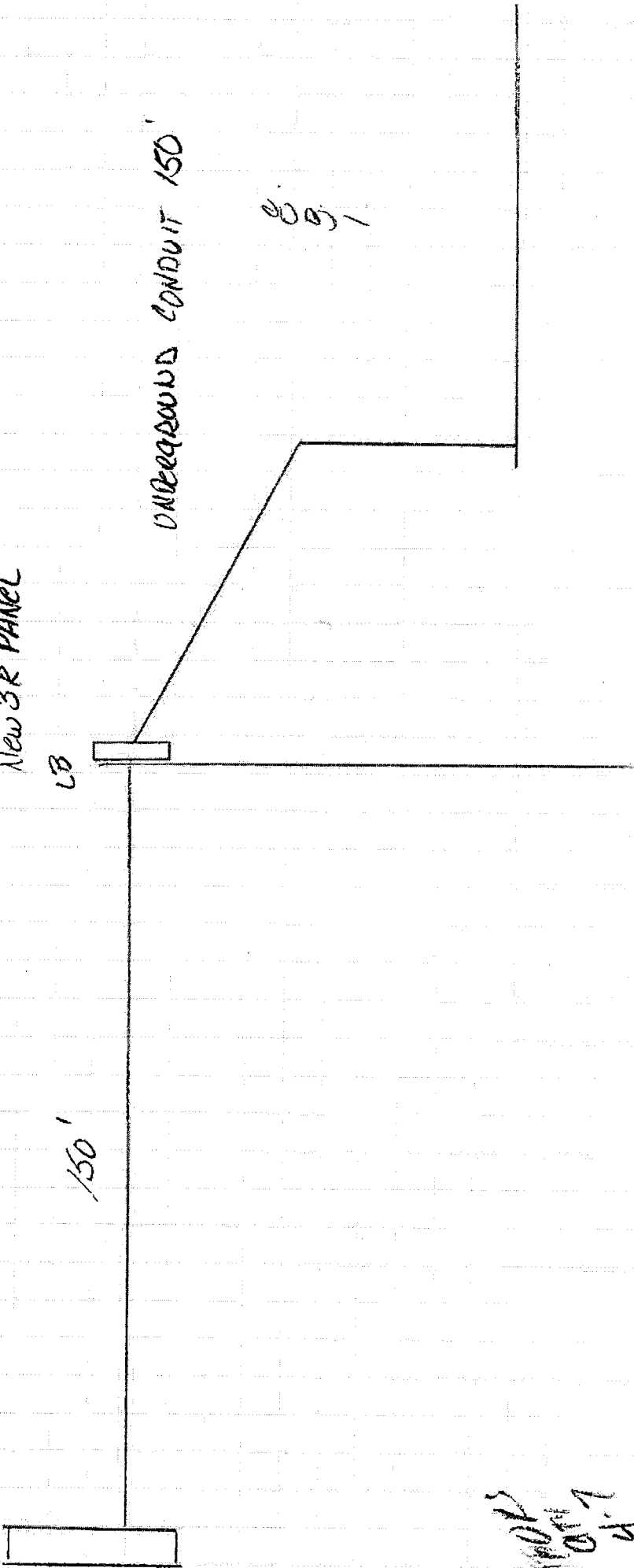
LB

150'

UNDERGROUND CONDUIT 150'

400'

100' 1/2"



PRICING SHEET

NAME GRAND BEACH GOLF		ARCH. OR CONTRACTOR		ESTIMATE NO.	
LOCATION		TYPE OF WORK			
ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE 3/07/22	

DESCRIPTION	QUAN.	@	UNIT PRICE	EXTENSION	TOTAL
591 2100	1	92 ⁰⁰	92 ⁰⁰	92 ⁰⁰	
1/4" EMT	120'	3 ⁷⁵	402 ⁰⁰	15	125 ⁰⁰
CONN	4	1 ⁰⁰	4 ⁰⁰		2000 ⁰⁰
COOP	20	1 ⁰⁰	20 ⁰⁰	INSTALL PVC	
STRAPS	24	1 ⁰⁰	24 ⁰⁰	4	125 ⁰⁰
ELBOWS	2	7 ²⁵	15 ⁰⁰		500 ⁰⁰
LB	2	30 ⁰⁰	60 ⁰⁰	INSTALL FEEDERS + TERM	
#3 THHN 3'c 130'	390'	1 ⁰⁶	741 ⁰⁰	4	125 ⁰⁰
#8 "	130'	63	81 ⁹⁰	4	70 ⁰⁰
QO 125125GRB	1	140 ⁰⁰	140 ⁰⁰		
QO 120	8	13 ⁰⁰	104 ⁰⁰	INSTALL PVC SURFACE	
1" PVC SURFACE	30'	1 ³⁹	41 ⁷⁰	4	125 ⁰⁰
LB	1	30 ⁰⁰	30 ⁰⁰	4	70 ⁰⁰
1" PVC UNDERGROUND	150'	1 ³⁹	208 ⁵⁰	TRENCH + INSTALL PVC	
Pull Box	8	8 ⁰⁰	64 ⁰⁰	8	125 ⁰⁰
20A GPI TP/WK 6FWT2	8	17 ⁰⁰	136 ⁰⁰	8	70 ⁰⁰
FLUE TIME COVER	8	6 ⁰⁰	48 ⁰⁰	INSTALL OUTLETS	
#12 THHN 13x200'	200'	23	460 ⁰⁰	8	125 ⁰⁰
LABOR 7688 ⁰⁰			2,902 ⁰⁰	4	125 ⁰⁰
MAT 4,353 ⁰⁰			4,353 ⁰⁰	4	70 ⁰⁰
12,041 ⁰⁰				TERMINATE	
4,000 ⁰⁰ ADDITIONAL LABOR				4	125 ⁰⁰
13,041 ⁰⁰				4	70 ⁰⁰
8x12 AMP: 96 AMP x 120 = 11,520				72	
96 x 208 x 1 x 1.732 = 34.59 KW					
				48x125", 6000'	7,680 ⁰⁰
				24x70 1600'	500 ⁰⁰
					8,180 ⁰⁰

TOTALS

Harbor Electric Inc.
P.O. Box 267
Michigan City, IN 46361-0267
Phone (219) 874-4529
Cell (219) 898 4087
E-mail: harborelectric19@gmail.com

Proposal: 3-10-22

To: Grand Beach Golf Course
Attn. Bob

RE: 60/amp service for cart charges

We propose to supply and install materials necessary for installation of a 60/amp service. Service will derive from main service panel in mechanical closet and be installed on bench/wall area of golf cart parking location. From there we will install four outlets on four separate circuits for additional golf cart chargers. This panel will be capable of providing power for minor future expansion. Cart path boring to be done by others. All materials, labor and permit to be done for the sum of \$9,773.00. Terms to be 100% within 15 days of completion.

Submitted:

James Lechtanski, President
Harbor Electric Inc.

Alternate 1: Increase service to 100/amps +\$1,865.00

James Newman (Meadowbrook)

Wed 2/9/2022 3:43 PM

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

Good afternoon Mary!

I very much hope that you are doing well and are having a great start to the new year! Attached is the renewal for the village's MML Liability and Property Pool Insurance Policy. The renewal premium for 2022 is \$26,832. The village will be receiving a dividend again this year in the amount of \$2,612. reducing the "net premium" to \$24,220. The dividend checks are sent out approximately one month after the premium is received by the MML.

All I need is for you to respond to this message allowing me to process the Invoice, Certificates and Binder.

I would also like to take this opportunity to remind you know that the village has Cyber Liability / Data Breach Coverage as part of the base Policy with a limit of \$100,000. There is no additional charge for this. There has been a significant increase in the frequency and severity of these crimes as well as an increase in the amount of the demands for "ransom". I would strongly suggest that the village consider obtaining increased limits for this coverage. I can assist you with this if you would like. There is an option to increase the coverage as part of the MML Pool Policy as well as a few other carriers that, in some cases, offer more enhanced coverage and limits than the base limits on the Policy. If you would like to obtain a quote for higher limits I will send you the application and work on getting you the figures. Just let me know. Have a great day!

Jim

James Newman, LUTCF
Account Executive
MML Liability and Property Pool



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
LIABILITY AND PROPERTY POOL
P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726

INVOICE

Village of Grand Beach
48200 Perkins Blvd.,
Grand Beach, MI 491179091

Customer #: 5004180
Policy Term: 03/11/2022 - 03/11/2023
Invoice Date: 02/11/2022
Invoice #: 5218206

Payment Enclosed: \$ _____

PLEASE MAKE CHECKS PAYABLE TO MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
03/11/2022	MML001037331	Pool Renewal Premium	\$26,800
		2 1/2 % Increase over Previous Year	
		Total Amount Due	\$26,800

Building (Bill + Chauncey) \$306
 Local 1/2 % \$129.97
 Major 1/2 % \$129.97
 Golf 9 3/4 % \$2,534.41
 Water 7 % \$1,819.58

General
 Police \$7,793.34
 General \$13,586.73
 Social Club \$500

}

\$21,880.07

5218206

PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.
NO RECEIPT WILL BE SENT UNLESS REQUESTED.
There will be a 3% late charge on any invoices 30 days past due.

Village of Grand Beach
Premium Breakdown as of:
March 11, 2022

Liability

Limit of Liability \$5,000,000	
Public Officials Errors & Omissions	\$7,919.00
Chauncey Warren Hackenberg, Electrical Inspector	\$65.00
William Lambert, Building Inspector And Zoning Administrator	\$113.00
Police Professional	\$6,826.00
General Liability	\$4,549.00
Chauncey Warren Hackenbert, Electrical Inspector	\$47.00
William Lambert, Building Inspector And Zoning Administrator	\$81.00
Total Liability	\$19,600.00

} Business

} Building

Property

Village Hall & Community Bldg.	\$2,144.00
Lighting, Benches, Misc. Minor Equip.	\$10.00
Police & Garage Bldg.	\$680.00
Flagpole, Fuel Tanks, Generator, Misc. Minor Equip., Bollards	\$84.00
Water Pump Station	\$1.00
Water Pump Station	\$121.00
Water Pump Station	\$1.00
Water Pump Station	\$26.00
Elevated Water Tank	\$678.00
Fencing	\$5.00
Contractors Equipment	\$441.00
(2) Golf Carts, Village Owned	\$13.00
4 Automated External Defibrillators	\$9.00
2022 E-z Go Rxxv Elite Golf Carts	\$160.00
Total Property	\$4,373.00

Crime

Position Bond A	\$25.00
Position Bond B	\$25.00

} Police

**Village of Grand Beach
Premium Breakdown as of:
March 11, 2022**

Crime

Employee Dishonesty Including Faithful Performance \$25.00

Total Crime \$75.00

Automobile

(3) Vehicles *\$917.33 each* \$2,752.00

Total Automobile \$2,752.00

TOTAL ANNUAL POOL PREMIUM \$26,800.00



Cowbell Cyber Insurance Quote - Prime 100

NAMED INSURED	Village of Grand Beach	AGENCY NAME	Newcore Advisors	Risk
REVENUE	\$1,803,125.00	QUOTE NUMBER	QCB-100-TNNPY33V	
# OF EMPLOYEES	15			
YEAR ESTABLISHED	1934	EXPIRES ON	2022-04-09 (12:01 AM) Insured Local Time	
INSURED STATE	MI			

Thank you for trusting Cowbell for your cyber coverage. Below is the detail of your quoted cyber policy based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system. After quote expiration date, underwriters generally reserve the right to revise the offered quotes. All quotes are subject to signed Cowbell application and confirmation of loss history.

PROPOSED POLICY DETAILS

AGGREGATE LIMIT	\$1,000,000	POLICY PERIOD	04/01/2022 to 04/01/2023
DEDUCTIBLE	\$25,000	ESTIMATED ANNUAL PREMIUM	\$1,781.00
WAITING PERIOD	24 Hrs	BROKER FEES	\$100.00
RETROACTIVE PERIOD	Full Prior Acts	TOTAL AMOUNT	\$1,881.00

COVERAGES

	0		1M
<input checked="" type="checkbox"/> Security Breach Expense		1M	
<input checked="" type="checkbox"/> Security Breach Liability		1M	
<input checked="" type="checkbox"/> Restoration of Electronic Data		1M	
<input checked="" type="checkbox"/> Extortion Threats		50K	
<input checked="" type="checkbox"/> Public Relations Expense		50K	
<input checked="" type="checkbox"/> Business Income & Extra Expense		1M	
Sublimit \$1M			
<input checked="" type="checkbox"/> Computer & Funds Transfer Fraud		1M	
<input checked="" type="checkbox"/> Ransom Payment		1M	
Limit \$1M			
<input checked="" type="checkbox"/> Social Engineering		100K	
Limit \$100K			
Deductible \$25K			
<input checked="" type="checkbox"/> Hardware Replacement Costs		50K	
<input checked="" type="checkbox"/> Telecommunications Fraud		50K	
<input checked="" type="checkbox"/> Post Breach Remediation Coverage		50K	
<input checked="" type="checkbox"/> Website Media Liability		50K	



michigan municipal league

Liability & Property Pool

Proposal

for the

Village of Grand Beach

Presented By:

Judith A. Thomson-Torosian, CPCU, CIC, ARM
MML Liability & Property Pool
(248) 204-6137

March 3, 2022

Table of Contents

EXECUTIVE OVERVIEW	3
OUR MISSION	3
INTRODUCTION	4
WHAT YOU CAN EXPECT OF US	4
YOUR POOL INSURES MORE THAN ...	4
COST AND COVERAGE SUMMARY	5
YOUR TEAM OF EXPERTS	8
BENEFITS OF POOLING WITH THE MML	9
VILLAGE OF GRAND BEACH HAS ...	10
INCREASED LIABILITY LIMITS	10
HIGHLIGHTS OF COVERAGES PROVIDED	11
WHO IS INSURED?	11
GENERAL LIABILITY	11
GENERAL LIABILITY EXCLUSIONS ...	11
PUBLIC OFFICIALS LIABILITY COVERAGE	12
PUBLIC OFFICIALS LIABILITY EXCLUSIONS	12
PERSONAL INJURY & ADVERTISING / BROADCASTERS LIABILITY COVERAGE	12
POLICE PROFESSIONAL LIABILITY COVERAGE	12
PROPERTY COVERAGE	13
PROPERTY EXCLUSIONS	13
COMPREHENSIVE CRIME COVERAGE	14
AUTOMOBILE COVERAGE HIGHLIGHTS	14
WHAT IS COVERED?	14
AUTO COVERAGES PROVIDED	14
POOL RISK MANAGEMENT SERVICES	15
MEMBER EDUCATION	15
ONLINE SERVICES	15
MEMBERSHIP RESPONSIBILITIES	16

This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The ***Village of Grand Beach*** has been a Pool member since **DATE**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the ***Village of Grand Beach***. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the ***Village of Grand Beach*** for an annual premium of **26,832**. (In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2022. The village's portion of the dividend return is estimated to be **\$2,612**. The Member will receive this dividend in the month following payment of your 2022 renewal premium.)

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members | ✓ 195 Water Utilities |
| ✓ 139 Fire Departments | ✓ 218 Sewer Utilities |
| ✓ 170 Law Enforcement Agencies | ✓ 24 Municipal Marinas |
| ✓ 2,195 Police Officers | ✓ \$5 Billion of Property Values |
| ✓ 5,772 Miles of Streets/Roads | ✓ 206 Water Service Operations |
| ✓ 6,950 Vehicles | ✓ 17 Dams |
| ✓ 16 Electric Utilities | |



michigan municipal league
Liability & Property Pool

Coverage and Cost Summary Village Of Grand Beach

Effective 03-11-2022 to 03-11-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$5,000,000	N/A	\$0
Chauncey Warren Hackenbert, Electrical Inspector	\$5,000,000	N/A	\$0
William Lambert, Building Inspector and Zoning Administrator	\$5,000,000	N/A	\$0
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$5,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$5,000,000	N/A	\$0
Chauncey Warren Hackenberg, Electrical Inspector	\$5,000,000	N/A	\$0
William Lambert, Building Inspector and Zoning Administrator	\$5,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	\$5,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$5,000,000	N/A	\$0

# Vehicles	Comp	Coll
3	\$250	\$250

Agreed Amount, if applicable 1 Vehicle for a total of \$55,000

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$5,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$3,248,950	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0



Coverage and Cost Summary Village Of Grand Beach

Effective 03-11-2022 to 03-11-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
[20] 2022 E-Z Go RXV Elite Golf Carts	\$145,294	N/A	\$250
4 Automated External Defibrillators	\$8,000	N/A	\$250
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractors Equipment	\$400,000	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$25,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Golf Carts	\$41,000	N/A	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer / Clerk	\$100,000	N/A	N/A
Bond #: B Deputy Clerk / Deputy Treasurer	\$100,000	N/A	N/A
Bond #: C Deputy Sheriff	\$5,000	N/A	N/A



michigan municipal league
Liability & Property Pool

Coverage and Cost Summary Village Of Grand Beach

Effective 03-11-2022 to 03-11-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Bond #: D Deputy Sheriff	\$5,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$26,832.

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit:	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate

Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability

Liability Retention Per Claim:

TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss Waiting Period: 12 hours

Limits of Coverage - Privacy Breach Response Services

	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate
	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		

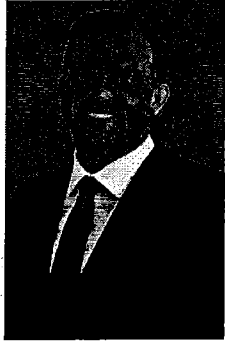
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addi

Privacy Breach Response Services Threshold/Retention (Each Incident):

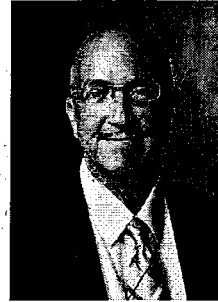
	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

The retention increased from \$2,500 to \$5,000.

Your Team of Experts



James Newman, LUTCF
Municipal Account Executive
(517) 243-5865



Michael J. Forster
Pool Administrator
(734) 669-6340

Ellen Skender is retiring and 1-1-22, the new CSR is Katelyn Petracca



Katelyn Petracca
248-204-6160
(Le – Z)

Alpha Split:

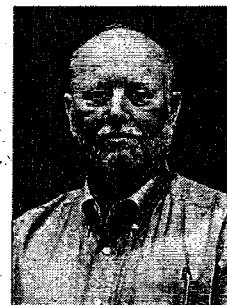


Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Tracy Mattiello
Claims Manager
(248) 204-8094



Rod Pearson
Loss Control Manager
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
- ✓ Safety aspects of emergency vehicle operations
- ✓ Accident investigation for supervisors
- ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

Village of Grand Beach Has . . .

- ✓ \$671,130. Annual Payroll
- ✓ \$3,248,950 of total values for real and personal property
- ✓ 3 Vehicles
- ✓ 5 Law Enforcement Officers

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability)
- ✓ Aircraft Liability - (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

"Wrongful Acts", including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials' liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual's right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts:

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file". avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

VILLAGE OF GRAND BEACH
 BUDGET AMENDMENT
 GENERAL FUND 2021-2022
 MEETING ON MARCH 16, 2022

Account #	Revenue Accounts Account Name	Inc (+) Decr. (-)	Amount
Total Change in Revenue:			0

Account #	Expense Accounts Account Name	Inc (+) Decr. (-)	Amount
300.707	Police Wages - Other PD	-	(-13,000)
691.985	Parks & Recreation - Capital Outlay	+	439,000
871.871	Workers Compensation	+	16,000
870.870	Holiday-Sick-Vacation Pay	+	13,000
Total Change in Expenses:			455,000

Net Effect on Budget	Increase in Expenses	+	455,000
-----------------------------	-----------------------------	----------	----------------

This amendment is for purchase of the Grand Beach Nature Preserve, an increase to work comp due to an employee on work comp since 2019, and accumulated sick time used. I reduced the amount of police wages by \$13,000 since the employee was paid for sick time.

VILLAGE OF GRAND BEACH
BUDGET AMENDMENT
GOLF FUND FY 2021-2022
MEETING ON MARCH 16, 2022

Account #	Revenue Accounts Account Name	Inc (+) Decr. (-)	Amount
Total Change in Revenue:			0

Account #	Expense Accounts Account Name	Inc (+) Decr. (-)	Amount
000.986	Equipment Lease/Rent	+	21,000
Total Change in Expenses:			21,000

Net Effect on Budget: + **21,000**

This amendment is necessary for the lease of the golf carts in 2022.

To the Village of Grand Beach Council

Hello everyone this is Cassidy Schuman you all were so kind on accepting my wishes on having my wedding at the Grand Beach Village Hall on May 21st 2022 and I can't thank everyone enough for this! With that being said I did have a few more questions/wishes, we were also wondering if there was any chance we could use the building on Friday May 20th 2022 for set up and rehearsal? Also it would be wonderful if we were able to use the front grass area for our ceremony, we would only have less than 100 wooden chairs. I admire and completely understand the upkeep and care for your place so I promise everyone will be very respectful and it will be just as beautiful as the day we showed up as it will be when we leave. Again Thank you and I hope to hear back soon!

If any questions please call -Cell:219-809-3549, Business:219-874-3361

February 18, 2022

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

Dear Council Members

Peter Doerr and I attended the Michigan Coastal Management Program that dealt with Coastal Resiliency. Mr. Bracewell was listed as an attendee as well but to the best of my knowledge, he never attended any of the three classes.

I found these classes and the information shared to be very helpful and I believe the entire council would benefit from attending these classes if they are offered again. I would also suggest that the general public could benefit from these classes.

Briefly, the purpose of the classes was, in my opinion, to educate us as to the impact to our Lake Michigan coast from the ever changing weather and the efforts by those along the coast to protect the shoreline, buildings and residences.

My single biggest takeaway is the while there is no single and easy solution to the question of how best to “protect” the shoreline, the best solution appears to be that the least intrusive approach has the best long term success.

At the conclusion of the third class we conducted an exercise that was proactive and I will briefly outline that below:

1) Who

A) Identify who will do the daily work of a Coastal Resiliency Effort? That starts with the Village Council and flows to the Council member responsible for the Parks and Beaches.

B) Identify the Decision makers. That would be the Village Council.

C) Who is the impacted population? First the residents who live on the shoreline, second the residents of Grand Beach and lastly the general public.

2) What

A) What are the climate hazards? How will the shoreline evolve over time?

B) What is the effect of shoreline “armoring” over time?

C) What are the ways of dealing with high water?

3) Strategies for addressing Shoreline Resiliency going forward:

A) Grand Beach needs a Vulnerability Assessment for the next cycle of high water.

- B) Grand Beach needs to update/revise the Master Plan to address the issue of Shoreline resiliency so a plan is in place when it is needed. Proactive instead of reactive.
 - C) Educate all the home owners about this issue.
 - D) Are Breakwaters a long term solution to the damage from high water?
 - E) Should some or all of the existing "shoreline protection installations" be removed?
 - F) How can the current beaches be fully restored?
- 4) How will all the above be addressed?
- A) Timeline?

Thank you for including me in these classes. I am certain Peter will follow up with the Council on how best to proceed from here.

Sincerely yours,

Harry Walder

49033 Skyhi Road
Grand Beach, MI 49117