FERRYSBURG CITY COUNCIL MEETING

AGENDA

MONDAY, JUNE 7, 2021
7:00 P.M

FERRYSBURG CITY HALL
17520 RIDGE AVENUE, FERRYSBURG, MI 49409

1. Call to Order: Mayor Hopp

2. Roll Call: Hopp, DeWitt, O’Donnell, Carlson, Blease, Montgomery, Sias

3. Invocation by Mayor Hopp

4. Pledge of Allegiance

5. Public Comments:

This time on the agenda is for any citizen to direct brief comments or questions to the City Council. Time for public comments will be given when an agenda item is discussed. If you have a comment or question, please raise your hand to be recognized by the Mayor, and after being recognized by the Mayor, please give your name, and address for the record, and proceed with your comment or question. Please limit your comments to three (3) minutes.
6. Consideration for Approval of Consent Agenda:
   
a. Approve the May 17, 2021, City Council meeting minutes as printed.

7. New Business:
   
a. Presentation: Jon Moxey, Fleis & Vandenbrink.
   
b. Discussion, and to take action if appropriate, to approve the Third Amendment to Emergency Medical Services Agreement, and to authorize the Mayor and City Clerk to sign the necessary documents.
   
c. Discussion, and to take action if appropriate, to approve the Ninth Amendment to the Restated Contract, and to authorize the Mayor and City Clerk to sign all necessary documents.
   
d. Discussion, and to take action if appropriate, to purchase Nixle Engage for $____ and a one-time setup fee of $____.
   
e. Discussion, and to take action if appropriate, to approve a proposal from M&M Concrete, LLC, for $8,730.00 for sidewalk repairs.
   
f. Discussion, and to take action if appropriate, to approve a bid from Pittman Asphalt Maintenance LLC, for $19,600 for overband crack sealing.
   
g. Discussion, and to take action if appropriate, to approve an Agreement between the City of Ferrysburg and the Memorial Day Association for Memorial Day Services for an annual contribution of $300.
   
h. Discussion, and to take action if appropriate, to approve the Mayor’s Proclamation for A Safe Child City & Safe Child Awareness Day, June 12, 2021.
   
i. Introduction of Ordinance No. 317, an ordinance to amend Chapter 151 of the Ferrysburg City Code, Flood Damage Prevention, to amend the following sections, subtitled “FEMA Floodplain Management”.
   
j. Discussion, and to take action if appropriate, to schedule a work session as a regular agenda item on June 21.
8. Public Comments:

9. Reports: City Manager

   City Council Members

   Mayor

10. Adjournment
CITY OF FERRYSBURG
CITY COUNCIL MINUTES
MAY 17, 2021

The Ferrysburg City Council conducted its business via ZOOM to mitigate the spread of COVID-19. Mayor Hopp ran the virtual meeting like a regular meeting.

The meeting was called to order by Mayor Hopp at 7:00 p.m. via ZOOM. A Moment of Silence was observed. Mayor Hopp led those present in the pledge of allegiance.

Council Members Present via ZOOM: Rebecca Hopp, Tim O'Donnell, William Montgomery, Scott Blease all indicating attending from the City of Ferrysburg, Ottawa County, Michigan.

Council Members Absent: Mike DeWitt, Jerry Sias, Richard Carlson.

Also present: City Manager Bessinger, City Clerk Wierenga, and one citizen (via ZOOM).

21-078 Moved by Council Member Blease, seconded by Council Member O’Donnell, to excuse Council Members DeWitt, Sias, and Carlson. The motion passed unanimously via roll call vote.

21-079 Moved by Council Member Blease, seconded by Council Member O’Donnell, to approve the May 3, 2021, City Council meeting minutes as printed. The motion passed unanimously via roll call vote.

21-080 Mayor Hopp opened a Public Hearing on the proposed 2021-2022 City Budget at 7:04 pm. There were no comments given. Mayor Hopp closed the Public Hearing on the proposed 2021-2022 City Budget at 7:05 pm.

Council Member Sias arrived at 7:05 pm.

21-081 Moved by Council Member O’Donnell, seconded by Council Member Blease, to adopt a resolution to authorize the City’s 2021 Summer Tax Levy at 9.1515 mills. The motion passed unanimously via roll call vote.

21-082 Moved by Council Member Blease, seconded by Council Member Sias, to adopt a resolution adopting sewer and water rates and charges. Roll Call vote: 4 yeas, 1 nay (O’Donnell). Motion passed.

21-083 Moved by Council Member O’Donnell, seconded by Council Member Blease, to adopt the 2021-2022 City budget of $6,563,260 and appropriating funds for said purposes. The motion passed unanimously via roll call vote.
Council Member Carlson arrived at 7:12 pm.

21-084 Moved by Council Member O’Donnell, seconded by Council Member Sias, to purchase Nixle Engage for $2,600 and a one-time setup fee of $300. Roll Call vote: 2 yeas, 4 nays (Blease, Carlson, Sias, Montgomery). Motion failed.

21-085 Moved by Council Member Blease, seconded by Council Member Sias, to approve a proposal from M&M Concrete, LLC, for $8,730.00 for sidewalk repairs. Roll Call vote: 3 yeas, 3 nays (O’Donnell, Sias, Carlson). Motion failed.

The City Manager, the City Council Members, and the Mayor reported on several current items.

The meeting was adjourned at 7:49 p.m.

Respectfully submitted,

Rebecca Hopp
Mayor

Debbie Wierenga
City Clerk
June 1, 2021

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Ambulance Contract

The current contract for ambulance services from NOCH for the Cities of Ferrysburg and Grand Haven, the Townships of Grand Haven, Spring Lake and Crockery and the Village of Spring Lake expires December 31, 2021.

Last month the Ambulance Oversight Committee met and recommended the agreement be extended an additional two (2) years, until December 31, 2023.

c: Mike Olthof, Fire Chief
    Debbie Wierenga, City Clerk
THIRD AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT

This THIRD AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT (this “Third Amendment”) is effective as of the last dated signature contained below, (the “Amendment Effective Date”) by and between North Ottawa Community Hospital (“the Hospital”); and, the City of Ferrysburg, City of Grand Haven, Village of Spring Lake, Grand Haven Charter Township, Spring Lake Township, Robinson Township, and Crockery Township (“Municipalities”).

RECITALS

WHEREAS, the Hospital and Municipalities previously entered into a five year Emergency Medical Services Agreement effective January 1, 2013 (the “Agreement”);

WHEREAS, this Agreement had a scheduled termination date of December 31, 2017;

WHEREAS, the Hospital and Municipalities engaged in negotiations to amend the Agreement to extend the Agreement through December 31, 2018 (the “First Amendment”); and, then, again, through December 31, 2021 (the “Second Amendment”);

WHEREAS, the Hospital and Municipalities are now desirous of again amending and extending the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy, which is mutually acknowledged, the parties agree as follows.

1. **Unaffected Terms.** All terms and conditions of the Agreement not otherwise revised by the First Amendment, the Second Amendment, or this Third Amendment, shall be extended and remain in full force and effect. Where there exists a conflict between the First, Second, and Third Amendments and the Agreement, the Amendments shall control.

2. **Section 2.3 (Primary Term and Renewal) is amended, as follows:**

Section 2.3. **Primary Term and Renewal.** The term of this Agreement shall begin on the Effective Date of this Third Amendment, and will terminate on December 31, 2023. During the term of this Agreement, the Hospital and Municipalities may mutually agree to re-open negotiations to address any other issues they wish to discuss.
IN WITNESS HEREOF, the parties have executed this Third Amendment as of the date(s) set forth below:

<table>
<thead>
<tr>
<th>Township of Crockery</th>
<th>Township of Spring Lake</th>
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<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Erik Erhorn</td>
<td>John H. Nash</td>
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<tr>
<td>Its: Supervisor</td>
<td>Its: Supervisor</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Kathy Buchanan</td>
<td>H. Carolyn Boersma</td>
</tr>
<tr>
<td>Its: Clerk</td>
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<thead>
<tr>
<th>Township of Robinson</th>
<th>Charter Township of Grand Haven</th>
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<tr>
<td>By:</td>
<td>By:</td>
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<tr>
<td>Frank Johnson</td>
<td>Mark Reenders</td>
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<tr>
<td>Its: Supervisor</td>
<td>Its: Supervisor</td>
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<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Christine Saddler</td>
<td>Laurie Larsen</td>
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<tr>
<td>Its: Clerk</td>
<td>Its: Clerk</td>
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<tr>
<th>Village of Spring Lake</th>
<th>City of Ferrysburg</th>
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<td>By:</td>
<td>By:</td>
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<tr>
<td>Mark Powers</td>
<td>Rebecca Hopp</td>
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<tr>
<td>Its: President</td>
<td>Its: Mayor</td>
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<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Marv Hinga</td>
<td>Debra Wierenga</td>
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<tr>
<td>Its: Clerk/Treasurer</td>
<td>Its: Clerk</td>
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<th>City of Grand Haven</th>
<th>North Ottawa Community Hospital</th>
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<tr>
<td>By:</td>
<td>By:</td>
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<tr>
<td>Robert Monetza</td>
<td>Shelleye Yaklin</td>
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<tr>
<td>Its: Mayor</td>
<td>Its: President and CEO</td>
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<td>By:</td>
<td></td>
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<tr>
<td>Linda Browand</td>
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<td>Its: Clerk</td>
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NW Ottawa Emergency Medical Services Committee
Ambulance Contract Meeting Minutes

Date: May 10, 2021
Time: 1pm – 1:30pm
Location: Via Zoom PMI 653 003 3126
Attending: Committee Members

Purpose of the Meeting:
- Discuss a proposed one year extension to the ambulance contract with North Ottawa Community Hospital
- Roundtable for any issues

Decisions from Meeting:
1. Two year contract extension
2.

Meeting Minutes:
Meeting called to order by Hawke 1:01pm.

Present: Tom Stanley (NOCH), Chief John Stalzer (SLFD), Tim O’Donnel (City of Ferrysburg), Kyle Botbyl (Crockery FD), Chief Mike Olthof (Ferrysburg FD), Chris Saddler (Robinson Twp), Chief Brian Sipe (GHTFR), Chief Jeff Hawke (GHDPS).

Tom Stanley opened the meeting with a NOCH update. Call volume has been unpredictable during the COVID-19 Pandemic and is beginning to return to more predictable pre-Covid numbers. Tom intends to purchase a 5th ambulance for the service and is working on that now. NOCH EMS will be transitioning to 800 Mhz radio communications shortly.

Hawke introduced a one-year contract extension prepared by NOCH’s attorney for discussion or a motion.

✓ Motion by Tim O’Donnel to extend the contract by two years, second by Chief Olthof. The motion was discussed with positive comments from all. Motion carried 7-0.

Round table discussion included positive comments regarding the service NOCH EMS is providing. Chief Stalzer has noticed that calls for FD drivers are sometimes last minute. Tom will work internally to correct the notification process so that the call is broadcasted ASAP.

NOCH still planning to add a third scheduled ambulance crew as we emerge from the pandemic and call volumes level.

Next meeting Spring 2023 to discuss contract and potential longer term (or) meeting as needed if issues arise.

✓ Motion to adjourn by Chris Saddler, second by Chief Sipe. Motion carried 7-0.

Tasks from Meeting

<table>
<thead>
<tr>
<th>Who</th>
<th>What</th>
<th>When</th>
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<tr>
<td>Stanley</td>
<td>Revised contract extension to Dec 21, 2023</td>
<td>Week of 5-10-21</td>
</tr>
<tr>
<td>Hawke</td>
<td>Send contract to committee members</td>
<td>On receipt</td>
</tr>
<tr>
<td>Committee Members</td>
<td>Board approvals</td>
<td>As possible by 12-31-21</td>
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<tr>
<td>Hawke</td>
<td>Final signed contract to committee members</td>
<td>By end of January 2022</td>
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<tr>
<td>Stanley</td>
<td>Clean up notification process for FD drivers</td>
<td>On-going</td>
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</table>
June 1, 2021

TO: Mayor and City Council Members  
FROM: Craig Bessinger, City Manager  

RE: Ninth Amendment to the Restated Contract

Crockery Township has requested to be a customer of Spring Lake Township for sanitary sewer services. This is due to the cost to operate the Crockery Township treatment plant. For this to proceed all members of the Grand Haven Spring Lake Sewer Authority must approve the attached amendment to the Restated Contract.

Crockery Township will pay for improvements to connect to the Grand Haven-Spring Lake Wastewater Treatment Plant (WWTP) and this proposal ought to have no effect on Ferrysburg. Crockery Township has an agreed amount maximum that can be discharged to the at WWTP. The Plant has the capacity to absorb the additional flow without the need to expand the plant.

c: Debbie Wierenga, City Clerk
MEMORANDUM

To: Ottawa County Board of Commissioners

From: Patrick J. Staskiewicz, P.E., Public Utilities Director

Date: May 7, 2021

Re: Crockery Township Wastewater Treatment System 2021 Improvements

Crockery Township currently owns a wastewater treatment plant that provides service to a small portion of their township (Hathaway Lakes and Cobblestone subdivisions). This treatment plant has been very expensive to operate. As a result, Crockery Township asked the Road Commission to pursue service from the Grand Haven – Spring Lake Sewer Authority (Sewer Authority) and they have agreed. The details of the proposal are attached, for your information.

The project will involve the construction of a force main and gravity sewer in portions of Crockery Township and Spring Lake Township. The wastewater will then be transported through existing Spring Lake Township, Spring Lake Village and Sewer Authority collection sewers with treatment at the plant in Grand Haven. The project expenses also include purchases for the use of this existing capacity. The total cost of this project is estimated at $3.055 million.

Crockery Township would like the County to sell Act 342 bonds to finance the project. The Township has approved the bond contract and has published the Notice of Intent. They are now requesting your approval to proceed with the bond issue.

Enclosed for your consideration is a resolution authorizing the bond financing.
NINTH AMENDMENT TO RESTATED CONTRACT

THIS NINTH AMENDMENT TO RESTATED CONTRACT, dated for reference purposes as of June 1, 2021, is among the GRAND HAVEN-SPRING LAKE SEWER AUTHORITY, a Michigan public body corporate, of 1525 Washington Avenue, Grand Haven, Michigan (the “Authority”), the CITY OF GRAND HAVEN, a Michigan public body corporate, of 519 Washington Avenue, Grand Haven, Michigan (the “City”), the VILLAGE OF SPRING LAKE, a Michigan public body corporate, of 102 West Savidge Street, Spring Lake, Michigan (the “Village”), the TOWNSHIP OF SPRING LAKE, a Michigan public body corporate, of 101 South Buchanan Street, Spring Lake, Michigan (“S.L. Township”), the CITY OF FERRYSBURG, a Michigan public body corporate, of 17520 Ridge Avenue, Ferrysburg, Michigan (“Ferrysburg”), the CHARTER TOWNSHIP OF GRAND HAVEN, a Michigan public body corporate, of 13300 168th Avenue, Grand Haven, Michigan (“G.H. Township”), and the COUNTY OF OTTAWA, a body corporate created under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, whose address is 14110 Lakeshore Drive, Grand Haven, Michigan (the “County”). This Ninth Amendment is made with reference to the following facts and circumstances.

A. The parties have previously entered into a Restated Contract dated May 27, 1986 (the “Restated Contract”).

B. The Parties have also previously entered into eight amendments to the Restated Contract.

C. The Sewer Authority has received requests to provide sewer service to lands adjacent to but outside of the boundaries of its constituent municipalities.

D. The Restated Contract permits the constituent municipalities (i.e. the City, the Village, S.L. Township, Ferrysburg, and G.H. Township) and/or the Authority to provide sewer service to lands outside of their respective geographical boundaries under limited circumstances.

E. The parties desire to amend the Restated Contract to allow the Authority to provide sewer service to facilities outside the geographical boundaries of the constituent municipalities under certain expanded conditions.

In consideration of the mutual covenants and agreements contained in this Ninth Amendment to the Restated Contract, the parties agree as follows:

1. The following language shall be added to paragraph 2, after the current language in paragraph 2:

The Authority, the City, the Village, S.L. Township, Ferrysburg, G.H. Township, and the County all recognize and understand that the Township of Crockery (“Crockery”) is not a party to the Restated Contract. However, all of the parties further recognize and understand that Crockery has purchased a portion of the capacity allocated to S.L. Township; pursuant to the Crockery – Spring Lake
Township Wastewater Transportation and Treatment Agreement, dated as of the 1st day of June, 2021, and as it may be amended in the future. Prior to discharging wastewater to the Plant, Crockery shall make a payment to the Authority or to the County on the Authority’s behalf for Crockery’s access to capacity in the Plant (the “Crockery Capacity Payment”). The Crockery Capacity Payment shall be in an amount determined by agreement between Crockery and the Authority and shall be deposited in the Plant Modification Fund and used in accord with the use of other deposits made to that fund.

2. Paragraph 16 shall be restated in the Restated Contract, and shall read in its entirety as follows:

16. **Term.** This Restated Contract shall be in force and effect and continue in effect until the date forty (40) years from June 1, 2021, and may be renewed and extended thereafter upon mutual agreement of all of the parties hereto.

3. Subparagraph B of paragraph 23 shall be amended in the Restated Contract by adding the following sentence at the end of that subparagraph:

   Provided, with regard to sewer service to Crockery Township, the limitations set forth above in this Subparagraph B shall be superseded by the June 1, 2021 Wastewater Treatment Agreement.

4. Subparagraph D of paragraph 23 shall be restated in the Restated Contract, and shall read in its entirety as follows, to allow the Authority to provide sewer service outside of the geographical boundaries of the Authority if, among the other factors:

   D. No sewer service is reasonably and affordably available to the lands at issue from the local unit of government in which the lands are located.

5. Except as expressly amended and revised by this Ninth Amendment, the parties ratify and confirm the Restated Contract, as previously amended, in all respects.

6. This Ninth Amendment shall be effective as of June 1, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment to Restated Contract.
Signed in presence of:

GRAND HAVEN-SPRING LAKE SEWER AUTHORITY

By

Its Chairman

By

Its Secretary-Treasurer

Dated: ________________, 2021
Signed in presence of:  

____________________

CITY OF GRAND HAVEN

By ______________________

Its Mayor ______________________

By ______________________

Its City Clerk ______________________

Dated: ________________, 2021
Signed in presence of:

VILLAGE OF SPRING LAKE

By

Its Village President

By

Its Village Clerk

Dated: ______________, 2021
TOWNSHIP OF SPRING LAKE

By ________________________________
Its Supervisor __________________________

By ________________________________
Its Clerk ____________________________

Dated: ______________________________, 2021

Signed in presence of:

________________________

________________________
Signed in presence of:  

CITY OF FERRYSBURG

By

Its Mayor

By

Its City Clerk

Dated: ________________, 2021
Signed in presence of:

CHARTER TOWNSHIP OF GRAND HAVEN

By

Its Supervisor

By

Its Clerk

Dated: ________________, 2021
COUNTY OF OTTAWA, acting by and through its Board of County Road Commissioners

Signed in presence of:

By ________________________________

Its Chairman

By ________________________________

Its Clerk

Dated: ________________, 2021
June 2, 2021

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Nixle

At the May 17, 2021, meeting, City Council requested additional information on Nixle.

Attached is the pricing for Nixle 360 which would include the ability to contact residents via a land line.

Also attached is information from Nixle on what percentage of residents engage with Nixle.

Attached are pages from the Nixle web site which show agencies which utilize Nixle, and a sheet which highlights seven (7) common topics which agencies utilize Nixle.

City Council also requested topics staff would utilize Nixle for. The last attached page shows a list of posts to the City’s Facebook page. These same topics could be posted to Nixle.

c: Debbie Wierenga, City Clerk
Craig Bessinger

From: Matt Schindlbeck
Sent: Thursday, May 27, 2021 1:31 PM
To: Craig Bessinger
Subject: Concrete Repairs

Craig,

Per our conversation.

1. The concrete contractor mentioned we cant remove and put back existing concrete.
2. The roots are the primary cause of the concrete rising. Grinding the edges will only prolong the inevitable, which is the concrete rising because of the tree roots.
3. Best option remove bad sections cut roots out and pour new.

Matthew Schindlbeck
City of Ferrysburg
17520 Ridge Ave P.O Box 38
Cell: 616-638-6630
Office:616- 842-5950
Email: mschindlbeck@ferrysburg.org
May 13, 2021

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Sidewalk Repairs

The DPW crew has identified a number of areas for sidewalk repair. These repairs are mostly raised sidewalk and are trip hazards.

Attached are two (2) quotes for the repair, with the low quote from M&M Concrete, LC.

c: Matt Schindlbeck, Public Services Supervisor
    Debbie Wierenga, City Clerk
# Estimate

**Date:** 4/19/2021  
**Estimate #:** 21-037

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<tbody>
<tr>
<td>Name</td>
<td>Matt Schindlbeck</td>
</tr>
<tr>
<td>Address</td>
<td>Various</td>
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<tr>
<td>Description of Work</td>
<td>Remove &amp; Replace Sidewalk, Remove Tree Roots</td>
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<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Rate</th>
<th>Total</th>
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<tr>
<td>1</td>
<td>Remove &amp; Replace Sidewalk At Various Locations Per Walkdown</td>
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<td>8,730.00</td>
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</table>

Includes: 6 Sack Concrete, Labor, Materials, Equip, Root Removal
Excludes: 

Total $ 8,730.00

Brandon Medendorp  
M&M Concrete LLC  
(231) 578-9073  
Brandon.Medendorp@gmail.com
**ADDRESS**
Matt Schindlbeck
City Of Ferrysburg

---

**DATE**
05/12/2021

**TOTAL**
$11,720.00

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<th>RATE</th>
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<td>1,172</td>
<td>10.00</td>
<td>11,720.00</td>
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Please see attached Estimate. Please call to schedule or review.

Looking forward to working with you!

Andy Brown  231.206.5737
Brown Concrete Construction LLC

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**TOTAL**
$11,720.00

THANK YOU.
June 3, 2021

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Overband Crack Sealing

On May 17, an invitation to bid for overband crack sealing was mailed out to eight (8) contractors with proposals being due on June 2. One proposal was received from Pittman Asphalt Maintenance LLC, attached.

Pittman was awarded the contract in May 2020 to crack seal certain streets and staff was satisfied with the work completed. In the 2020-2021 City budget, $30,000 was budgeted for this work.

A representative from the North Shore Estates Association contacted me and asked if their section of North Shore Estates Road could be added to the contract at their cost. Pittman Asphalt Maintenance has agreed to do this work and track this section as a separate item for billing purposes.

c: Debbie Wierenga, City Clerk
I. INTRODUCTION

The City of Ferrysburg, Ottawa County, is seeking a qualified vendor to provide random crack sealing services – bituminous pavement at various locations throughout the City as specified by the Public Services Department.

The contractor is to provide all equipment, labor and materials required to perform all operations in connection with the cleaning, drying and sealing of all random cracks in the bituminous pavement. The removal of all vegetation, grass, dirt and debris and the preparation of the cracks, as required by the field conditions and the Public Services Department shall be performed prior to the sealing of the cracks in the bituminous pavement.

II. GENERAL REQUIREMENTS

Submittals
Proposals shall state the number of days required to complete the project and include a start date.

The City of Ferrysburg reserves the right to reject any or all bids and to waive defects and irregularities in the bidding process.

Questions regarding this RFP should be directed to Matt Schindlbeck, at 616-638-6630.

The contractor selected will be required to provide a Certificate of Insurance showing limits of general liability insurance coverage of at least $1,000,000 along with proof of workers compensation coverage.

All work must be completed by June 30, 2021.

III. PROJECT REQUIREMENTS

A. SCOPE

The work consists of furnishing all labor, equipment, materials and traffic control necessary to perform all work operations in connection with cleaning and sealing of random cracks in bituminous pavements and vegetation removal where necessary.

RFP Crack Sealing
B. MATERIALS

Sealant must be equal Federal Standard ASTM D 3405.

C. EQUIPMENT

1. Manually operated gas powered air broom or self-propelled sweeper, designed especially for cleaning pavement shall be used to remove debris, dirt, and dust from the street surface.

2. Melting Kettle: The unit used to melt joint sealing compound shall be a double boiler, indirect fired type. The space between the inner and outer shell shall be filled with a suitable heat transfer oil or substitute with a flash point of not less than 530 degrees Fahrenheit. The kettle shall be equipped with means of continuous agitation to maintain a homogeneous joint sealant blend. This shall be accomplished by the use of an auger agitator. The agitator shall be permanently equipped with thermostatic controls and temperature gauges on both sealant and transfer medium. Kettle shall be capable of pressure applying and re-circulating sealant in order to maintain constant pour temperature.

3. Application Wand: The application shall be attached to the kettle with a heat resistant hose equipped with a shut-off valve capable of completely stopping the flow of material between cracks. The material shall not be allowed to sit idle in the wand for a period greater than thirty (30) seconds. Should the delay be greater than thirty (30) seconds, the material in the wand shall be recirculated into the kettle to ensure proper temperature of the sealant at the time of application. The application wand shall be equipped with a shoe, which will allow material to fill the cracks from the bottom up, and to leave an overband on the surface. The overband shall be kept to a minimum wherever possible.

D. Preparation

All cracks are to be cleaned of all dirt, moisture, foreign material, vegetation, and loose edges.

E. Application

All cracks shall be sealed as specified herein, and the sealant shall be bonded to the pavement. Sealant shall be applied by a banding type pour pot leaving a thin overseal approximately 3" wide.
F. Traffic control

The contractor shall be responsible for supplying traffic control. Maintenance of traffic shall consist of providing and maintaining construction signs, barricades, flagmen, delineators, lights or any other warning device as needed or requested by the City. A traffic control plan shall be submitted for approval before beginning any work.

VI. SUBMITTAL REQUIREMENTS

Insurance

The successful vendor will be required to submit a certificate of insurance showing minimum liability limits of $1,000,000, types of liability coverage and workers compensation participation. The City of Ferrysburg shall be listed as additional insured.

References

References of three (3) projects completed of a similar nature must be provided to the City. References should include a contact name and telephone number.

Pricing

Per pound $ N/A

Per linear foot $.70

Product to be used as sealant Right Point PLS #2405 spec.
The bidder is required to complete the blanks in the bid form below and submit the completed copy to the City at the time and place indicated.

The undersign bidder acknowledges that they have examined the project location, conditions of this RFP and has determined that they can supply the materials and services required.

Proposed lump sum bid:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Price</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Van Wagoner Road 174th - 168th</td>
<td>$2,100</td>
<td>0.62</td>
</tr>
<tr>
<td>2</td>
<td>W Spring Lake Rd Ridge - City Limits</td>
<td>$980</td>
<td>1.38</td>
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<tr>
<td>3</td>
<td>Ridge Avenue 174th - Pine St</td>
<td>$2,100</td>
<td>0.47</td>
</tr>
<tr>
<td>4</td>
<td>Verplank St 3rd - 2nd</td>
<td>$105</td>
<td>0.13</td>
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<tr>
<td>5</td>
<td>3rd St Maple - 5th</td>
<td>$280</td>
<td>0.24</td>
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<tr>
<td>6</td>
<td>Virginia Ave Cecelia - 168th</td>
<td>$245</td>
<td>0.13</td>
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<tr>
<td>7</td>
<td>Parkwood Dr N Shore Rd - Alpine Ct</td>
<td>$700</td>
<td>0.37</td>
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<tr>
<td>8</td>
<td>North Shore Rd 174th - N Beach Park</td>
<td>$1,750</td>
<td>1.19</td>
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<td>9</td>
<td>N Shore Estates Rd North Shore Dr - City Limits</td>
<td>$2,520</td>
<td>27</td>
</tr>
</tbody>
</table>

Total of all lump sum items:
Nineteen Thousand Six Hundred Dollars
(Use words)

$19,600
(Use figures)

Estimated Number of Days to Complete Requested Services:

15 Days

* Weather Dependent

Bidder Signature:

[Signature]

Jim Fettner

Printed Name

Pittman Asphalt Maintenance

Bidder's Company Name

PO Box 8011

Holland MT 49422

Bidder's Legal Business Address

6/1/21
Date

(616) 786-2923
Phone Number

(616) 786-2923
Fax Number
May 27, 2021

Craig Bessinger
City of Ferrysburg
P.O. Box 38
Ferrysburg, MI 49409

Dear Craig,

Chris Strong, with the Memorial Day Association (MDA), contacted me today to request support for the annual Memorial Day activities. It is a little late in the game, but it seems like it is a good time to present the formula to our neighbors and seek a regional approach to support our local veterans.

For many years the City has provided support for the Grand Haven events. The only direct costs are for programs for the ceremonies at the waterfront and an ad in the local paper.

Two new cost centers popped up this year, and the MDA lacks the capacity and funding to cover these expenses.

1. Printing the attached list of deceased veterans in the Tribune with a color photo. Prior to Covid, we just listed the names ($100). Last year the MSA raised funds to cover elevated costs associated with the expanded printing. It was very well received and they decided to print it again in 2021 ($800). The names on the list are very well known members of all of our communities, so shared funding is a reasonable consideration.

1. Covering fuel costs for the Hooligan's, a group of veteran pilots who fly vintage aircraft over the area on both sides of the river during our annual ceremonies ($500).

I propose that we collectively create a contractual arrangement with the MDA to recognize the veterans of our area. We all have the authority to contract to elevate tourism and advance our historical interests. The City will continue to support the local event through Public Works, Public Safety and printing of programs, however I seek regional collaboration to cover printing names/pictures of deceased veterans from all five of our communities and the vintage air demonstration we get over the whole area each year.

Please consider advancing this to your various Boards. I would expect our annual commitment would be $300 each and we should be able to incorporate this into a permanent routine to honor our veterans.

Sincerely,

[Signature]

Patrick McGinnis
City Manager

PM/maa
CITY OF FERRYSBURG AND
MEMORIAL DAY ASSOCIATION APPROPRIATION AGREEMENT
FOR MEMORIAL DAY SERVICES

This Appropriation Agreement (the "Agreement"), between the City of Ferrysburg, Michigan, a Michigan Home Rule City, 17520 Ridge Avenue, Ferrysburg, MI 49409 (the "City") and the Memorial Day Association, 509 Lafayette, Grand Haven, MI 49417 (the "MDA"), is made with reference to the following facts and circumstances.

A. The City has authority, pursuant to the Home Rule Cities Act 279 of 1909 as amended, to appropriate money for the purposes of advertising recreational advantages or anything else that may encourage tourism to the City or any part of the State of Michigan.

B. The City also has authority, pursuant to the Home Rule Cities Act 279 of 1909 as amended, to appropriate money for any project that will advance the historical interests of the City in the opinion of the City Council.

C. The MDA is raising funds for a project to recognize historic contributions made by area residents who served in the military by listing the names and pictures of deceased residents who previously served in the United States Armed Forces in the newspaper on Memorial Day weekend.

D. The City Council has determined that Memorial Day recognitions bring tourism to the greater West Michigan area.

E. The City Council has also determined that, given our veteran’s significant contribution to our nation’s security, listing their names in the newspaper one time following their death advances the City’s historical interests.

F. The City and the MDA desire to reduce to writing their agreement relative to the Township's appropriated funds.

THE CITY AND THE MDA AGREE AS FOLLOWS.

1. Appropriation. The City appropriates $300.00 to the MDA for the Memorial Day Recognition Project. This appropriation shall be paid in a one-time $300 payment each year as long as the City appropriates such sum or the parties agree to an amended budget figure.

2. Use of Funds. The MDA and the City agree that the MDA shall use the funds for costs associated with the printing of names and photographs of deceased City military veterans and cost for aerial display activities provided during local recognition ceremonies. At the request of the City, the MDA shall provide the City with written specifics with respect to its utilization of the funds it has received from the City pursuant to this Agreement.
3. **Accounting and Audit.** The books and records of the MDA shall be maintained in such form as to enable their reasonable audit by the City. The City may, upon reasonable notice to the MDA, at reasonable times, and at the City's own expense, audit the records of the MDA as necessary to reasonably assure that the funds received by the MDA pursuant to this Agreement are being used in conformance with the terms and conditions of this Agreement.

4. **Duration of Agreement.** This Agreement shall be deemed to be effective on the date of signing, and it shall end when Memorial Day is no longer recognized in the City. It may be renewed or revisited in the future, as agreed by the parties.

5. **Binding Effect.** This Agreement shall be binding on the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witnesses: 

CITY OF FERRYSBURG

By: __________________________
   Rebecca Hopp, Mayor

By: __________________________
   , Clerk

Dated: ________________________, 2021

MEMORIAL DAY ASSOCIATION

By: __________________________
   Its: ________________________

Dated: ________________________, 2021
2021 Memorial Day Parade and Ceremonies

Legion Riders and Vintage Car Procession – 10:30 AM
American Legion, north on Harbor thru Grand Haven and Spring Lake streets

Memorial Service
Lynne Sherwood Waterfront Stadium – 11:00 AM

Volleys, TAPS, Flag Hoist
Veterans’ Memorial – Y Drive – Noon
G.A.R. Lot, Lake Forest Cemetery – Noon

Roll Call – deceased Tri-Cities veterans May 1, 2020-2021

John Andreasen
Robert Baldus
James Barber
Norman Barkeley
Ronald Barnes
Steven Barnett
Eudarel Bastian
Walter Bathke
Charles Benes, Sr.
Scott Benkert
Neal Bennett
George Bennett, Sr.
George Bessett
Howard Bethke
Wayne Beuschel
Loren Bixby
Dale Blackmer
Ralph Blackmer, Jr.
Ira Bleyaert
Gordon Boelens
Roger Bolthouse
Richard Boone
Walter Boyer
Richard Briegel
Norman Brown
James Brunner
Richard Buckingham
Mark Buys
William Byl
Thomas Capitano
John Carlton
Donald Carney
John Casimer
Byron Chapman
Ruth Chmura
Thomas Clark
Frederick Cooper
James Cornell
Larry Deal
Lynn DeGrow
Clarence Diedrich
Donald Diedrich
John Doezema
Robert Dougall
Darl Dygert
Michael Ey
Albert Federico Jr.
Thomas Fett
William Field
Larry Galombeck
Gordon Gibson
David Glover
Steven Graeser
Andrew Groenhout
Alexander Halberda
Richard Harden
Thomas Harz
Kenneth Herzhaft
Maynord 'Bud' Heyboer Jr.
Earl Hilaski
Russell Hill
David Horton
Robert Hundersmark, Sr.
John Johnson
Tyrone Johnson
Henry Kelly
Vinny Keway
Edward Keway
John Klop
Gordon Klouw
Milton Knee Jr.
Frederick Kromer
Adrian Kuyper
Harry LaDronka
Robert LaFrance
John Larson Jr.
Robert Lyon
David McCaleb
George McCarthy
Joe McCrea
Roy McCrea, Jr.
James McHugh
Robert McKerroll, III
Paul Meyers
Frank Miller, II
David Moser
Cornelius Nebbeling
Phyllis Nickey
Soren Nissen
Daniel Oberlin
Wallace Obits
Steve Olesczuk
Dr. Roy Olson
Donald Osredkar
Theodore Ostradick, Jr.
Robert Ostrander, Sr.
James Paggeot
Frank Parcheta
Clifford Passon
Charles Pierson
Allan Plantenga, Sr.
David Platt
Walter Ploch
Ret. Col. David Poel
Gene Potter
Dr. E. Duane Powers
Randy Prus
Gerald Purcell
Wayne Purchase
Wayne Raafsneider
Thomas Rayan
Lawrence Reaume
Eugene Renouf
Kenneth Reuterdaahl, Sr.
Michael Robinson
Robert Robinson Jr.
Steven Rosso
Arvell Rowland
Lawrence Rozneck
Arthur Ruiter
Richard Rutherford
Thomas Ryan
Harley Schumacher
Harry Schweitzer
Sidney Semmens
John Shay
Donald Sheffield
Thomas Sheward
Steven Shumaker
Peter Silkworth
Donald Slater
James Smith
John Snoek
Raymond Spangler
Robert Start
Lawrence Stebbins
James Stedman
Thomas Stafantis
Gordon Stockhill
John Styf
Roger Susterich
William Sutton, Sr.
James Szymas
Donald Tenbrink
Ronald Thier
John Thompson
Lance Tikkanen
Richard Turinsky
John Van Eenennaam
Kurt VanHorsen
Frederic VandenBerg
William VanderStelt
Mary Vargas
Clarence VerBerkmoe
James Vette
Edward Vokal Jr.
Michael Walsh
Jerry Waterous
Merrill Waters
Leonard Wells
Terry Westenfelder
Robert Wetterman
Charles Whidden
Ronald White
Kenneth Whitney
Richard Wiegand
Benjamin Wieten
Robert Wilfs
Charles Winters, III
Burton Wolters, MD
Gerald Yaklin
Glenn Yoas
June 1, 2021

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Safe Child City & Safe Child Awareness Day

To be designated as a Tree City USA, the City must meet four (4) standards: have a Tree Board, a Community Tree Ordinance, a community forestry program with an annual budget of at least $2 per capita, and an Arbor Day Observance and Proclamation.

The standards to designate the City of Ferrysburg as a Safe Child City USA is unknown at this time. It may be best to determine what standards the City needs to meet before adopting the attached Proclamation.

c: Debbie Wierenga, City Clerk
Proclamation for A Safe Child City & Safe Child Awareness Day

June 12th 2021

Whereas: We recognize children are our most valuable responsibility and we want to create community awareness, and

Whereas: Thousands of children are exploited and come up missing everyday nationwide, 1000+ a year cases of abuse in Grand Rapids, Michigan alone, and

Whereas: There are child predators in every country, and

Whereas: We want to assist the parents in protecting our children, by making our community a safe and peaceful area for all children who are in our community, and

Whereas: With the intention of making our community a Safe Child City USA and want to assist and encourage other communities, to do the same.

Therefore: In conjunction with the founding of the Missing and Exploitive Children Network. We the Ferrysburg City Council due hereby declare our city A Safe Child City and June 12th, 2021 Safe Child City Awareness Day. This the 7th of June 2021.

______________________________________________________________
Rebecca Hopp, Mayor
June 1, 2021

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Draft Ordinance No. 317

In 2013 the Federal Emergency Management Agency (FEMA) conducted the Great Lakes Coastal Flood Study (GLCFS).

FEMA held a number of meetings over the past years to explain and take comments on the Flood Plain Maps. In 2017 FEMA incorporated comments into the maps.

In July 2019 FEMA published the preliminary Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs). In December 2019, FEMA held an open house for residents to review the FIS and FIRMs.

In July 2020, FEMA published a public notification concerning the appeal process for residents to appeal the final flood hazard determination. FEMA received no comments.

FEMA has notified communities the maps will become effective October 21, 2021. If the City does not adopt the maps, Ferrysburg will be suspended from the National Flood Insurance Program which will require residents to purchase flood insurance from a private company.

The attached draft has been reviewed by the State and by the City Attorney. The change is in Section 151.52, updating the new map panel numbers.

c: Debbie Wierenga, City Clerk
CITY OF FERRYSBURG

Ordinance No. ___

An Ordinance to amend Chapter 151 of the Ferrysburg City Code, Flood Damage Prevention, to amend the following sections, subtitled "FEMA Floodplain Management."

THE CITY OF FERRYSBURG ORDAINS that Chapter 151 of the Ferrysburg City Code is amended to add the following:

FEMA Floodplain Management

§151.50 ENFORCING AGENCY

Pursuant to the provisions of the State Construction Code, in accordance with Section 8b(6), Act 230 of the Public Acts of 1972, as amended, the Building Inspector of the City of Ferrysburg is hereby designated as the enforcing agency to discharge the responsibility of the City of Ferrysburg under the State Construction Code within the corporate limits of the City of Ferrysburg.

§151.51 CODE APPENDIX ADOPTED

Pursuant to the State Construction Code, Section 8b(6) of Act 230 of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the City of Ferrysburg, through its enforcing agency within the corporate limited of the City.

§151.52 DESIGNATION OF FLOOD PRONE HAZARD AREAS

The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) entitled "Ottawa County, Michigan (all jurisdictions) and dated October 21, 2021 and the Flood Insurance Rate Maps (FIRMS) panel numbers 26139CIND0C, 26139C0059F, 26139CO0076F, 2613CO077F, 26139CO078F, 26139CO079F, AND 26139CO083F, dated October 21, 2021 are adopted for the purpose of administration of the Michigan Construction Code, and declared to be part of Section 1612.3 of the Michigan Building Code to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Building Code.
§151.53 APPLICATION PROCESS

In the discretion of the Building Inspector, an applicant for a permit to construct improvements in or near a flood prone hazard area shall provide with the application a site plan certified by a licensed surveyor or professional engineer depicting the location of proposed improvements in relation to the flood hazard area and, if required by the Building Inspector, an as-built plan certifying that the improvements comply with the regulations of this Chapter.

Violations

§151.99 VIOLATIONS

Violations of Chapter 151 are subject to the following penalties:

a. Civil infraction. A violation of Chapter 116 shall be a civil infraction subject to a fine. Increased civil fines will be imposed for repeated violations that occur within a six-month period. The civil fine for a first offense is $50. The civil fine for the first repeat offense is $250. The civil fine for the second repeat offense is $500. The City shall also be entitled to equitable relief to abate the violation and to such other relief as may be available to the City pursuant to Chapters 83 and 87 of the Michigan Revised Judicature Act, as amended, being M.C.L.A. §§ 600.8301 et seq. and 600.8701 et seq. Each day on which any violation of those sections occurs shall constitute a separate offense. Nothing in this section shall restrict other remedies available to the city.

b. Nuisance. A violation of Chapter 151 is declared to be a nuisance per se.

c. Enforcement. The City Manager, Building Inspector and all police officers of the City are authorized to issue civil infractions citations pursuant to this chapter.
The foregoing Ordinance was adopted by the Ferrysburg City Council on the _____ day of ________, 2021 and will take effect upon publication in the Grand Haven Tribune, a newspaper of general circulation in the City of Ferrysburg.

________________________
Rebecca Hopp, Mayor

________________________
Debbie Wierenga, City Clerk

CERTIFICATION

The foregoing ordinance was adopted by the City Council on the ____ day of ______, 2021 and was published in the Grand Haven Tribune on the _____ day of _______, 2021.

Dated: ___________, 2021

________________________
Debbie Wierenga, City Clerk
June 2, 2021

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Work Session

By policy, City Council is to consider at its first monthly meeting whether or not to schedule a work session for a special City Council meeting, or to include a work session as an agenda item at the next regular meeting.

Suggested topics for the work session:

- GHACF Mini-Grants
- Spring Lake No Wake
- Electronic Packets

Cc: Debbie Wierenga, City Clerk