FERRYSBURG CITY COUNCIL MEETING

AGENDA

MONDAY, MARCH 7, 2022
7:00 P.M

FERRYSBURG CITY HALL
17520 RIDGE AVENUE, FERRYSBURG, MI 49409

1. Call to Order: Mayor Blease

2. Roll Call: Blease, O’Donnell, Carlson, Montgomery, Sias, Murdoch, Cate

3. Invocation by Council Member Cate

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 February 21, 2022, City Council meeting minutes as printed.
   
b. Adopt a resolution regarding leasing a portion of the premises at 17520 Ridge Avenue to The Gateway Church.
   
c. Adopt a resolution regarding leasing a portion of the premises at 17520 Ridge Avenue to Harbor Transit Multi Modal Transportation System.
   
d. Approve an agreement with Republic Services to provide a one-day residential trash pickup on Saturday, May 14.
   
7. New Business:
   
a. Discussion, and to take action if appropriate, to adopt Ordinance No. 319, an ordinance to provide for the regulation and control of stormwater runoff and to establish stormwater standards.
   
b. Discussion, and to take action if appropriate, to approve a proposal from Moore & Bruggink, for $76,000 for design and construction engineering for Virginia Avenue, Fourth Street and Roosevelt Road.
   
c. Discussion, and to take action if appropriate, to approve a proposal from HydroCorp for $30,300 per year over a two-year period, (total cost $60,600) to conduct the City’s cross-connection inspections and inspect for backflow preventers, and to authorize the Mayor and City Clerk to sign all necessary documents.
   
d. Discussion, and to take action if appropriate, to approve an Economic Development Services Contract with the Chamber of Commerce for the period October 1, 2022, through September 30, 2025, and to authorize the Mayor and City Clerk to sign the contract. (Payment: 2022-2023: $7,469.33).
   
e. Discussion, and to take action if appropriate, to schedule a work session as a regular agenda item on March 21.
   
8. Public Comments:
   
9. Reports: City Manager
   
   City Council Members
   
   Mayor
   
10. Adjournment
CITY OF FERRYSBURG
CITY COUNCIL MINUTES
FEBRUARY 21, 2022

The meeting was called to order by Mayor Blease at 7:00 PM. Council Member Cate gave the invocation. Mayor Blease led those present in the pledge of allegiance.


Also present: City Manager Bessinger, Clerk Jessie Wagenmaker, and 3 citizens.

22-017 Moved by Council Member Carlson, seconded by Council Member Sias, to approve the February 7, 2022, City Council meeting minutes as printed. The motion passed unanimously.

22-018 Moved by Council Member Carlson, seconded by Council Member Sias, to adopt a proclamation declaring April 29, 2022, as Arbor Day in the City of Ferrysburg. The motion passed unanimously.

22-019 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to table adopting Ordinance No. 319, an ordinance to provide for the regulation and control of stormwater runoff and to establish stormwater standards. The motion passed unanimously.

22-020 Moved by Council Member O’Donnell, seconded by Council Member Sias, to approve a recommendation from the Harbor Transit Multi-Modal Transportation System (HTMMTS) Board to approve the 2022/2023 millage rate at 0.6000 mills. The motion passed unanimously.

22-021 Moved by Council Member O’Donnell, seconded by Council Member Montgomery, to approve placing on the March 7 City Council agenda, consideration to adopt a proposed resolution regarding leasing a portion of the premises at 17520 Ridge Avenue, which resolution shall remain on file with the City Clerk for not less than 15 days prior to consideration by the City Council and that a summary of the minutes of the February 21, 2022, meeting of the City Council be published in the Grand Haven Tribune. The motion passed unanimously.

22-022 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to approve a bid from Rolln rack, LLC, for $8,735.00 for a Rolln rack Hose Management System. The motion passed unanimously.

22-023 Moved by Council Member O’Donnell, seconded by Council Member Montgomery, to approve a bid from RV Trees, LLC, for $9,000.00 for tree removals. The motion passed unanimously.

22-024 Mrs. Twa of Spring Lake and Mrs. Hopp of Ferrysburg gave a presentation on the J. Patrick Twa Scholarship Fund.
CITY OF FERRYSBURG  
CITY COUNCIL MINUTES  
FEBRUARY 21, 2022

22-025 Moved by Council Member O’Donnell, seconded by Council Member Cate, to make a donation of $2,000.00 to the J. Patrick Twa Scholarship Fund. Roll call vote: 4 yeas, 3 nays (Carlson, Murdoch, and Montgomery), motion passed.

22-026 Moved by Council Member O’Donnell, seconded by Council Member Montgomery, to permit Council Members to use the City logo on their social media pages. The motion passed unanimously.

22-027 Moved by Council Member Carlson, seconded by Council Member Montgomery, to appoint Regina Sjoberg to the Planning Commission for a term ending July 1, 2024. Roll call vote: 5 yeas, 2 nays (O’Donnell and Blease), motion passed.

22-028 City Council Members discussed the use of Coronavirus State and Local Relief Funds. The consensus of members was to increase the local match for the MNRTF Fire Barn grant to 50% and to replace the seawall at William Ferry Park.

22-029 City Council Members discussed adding a kayak launch to William Ferry Park. The consensus of members was to review incorporating a kayak launch with the seawall project.

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

The meeting was adjourned at 8:34 PM.

Respectfully submitted,

Scott Blease  
Mayor

Jessie Wagenmaker  
City Clerk
RESOLUTION
of the
FERRYSBURG CITY COUNCIL
regarding
LEASE OF PORTION OF 17520 RIDGE AVENUE

WHEREAS, the City owns the land and building located at 17520 Ridge Avenue, and

WHEREAS, City Hall operations does not utilize the entire space inside the building leaving space available to lease, and

WHEREAS, the City has received an offer from The Gateway Church, to lease of a portion of the building at 17520 Ridge Avenue, and

WHEREAS, the City has complied with the notification requirements of City Charter Section 5.31:1.

NOW THEREFORE, IT IS RESOLVED that the City Council accepts the offer of The Gateway Church to lease a portion of the premises at 17520 Ridge Avenue as provided in the attached proposed lease and authorizes the Mayor and City Clerk to execute the lease on behalf of the City.

Offered by Council Member ______________.

Seconded by Council Member ______________.

Yeas: __________

Nays: __________

Absent: __________

Certification
The foregoing Resolution was adopted by the Ferrysburg City Council at a regular meeting held on the ___th day of ______, 2022.

_______________, 2022

Jessie Wagenmaker, City Clerk
LEASE

This Lease is entered between the CITY OF FERRYSBURG, a Michigan municipal corporation, of 17520 Ridge Avenue, Ferrysburg, Michigan 49409 ("The City"), and THE GATEWAY CHURCH, 700 Maple Street, Ferrysburg, MI 49409 ("The Tenant")

1. Premises. The City leases to the Tenant the following portions of the Ferrysburg City Hall located at 17520 Ridge Avenue in the City of Ferrysburg ("the Premises"): 
   - Exclusive possession of Classroom 6 as depicted on Attachment 1.
   - Non-exclusive use of the hallways and entrances/exits in the center front and center rear of the Building.
   - Non-exclusive use of the parking area, bus loop, and grounds.

2. Rights retained by City. Nothing in this Lease prevents the City from using, leasing, conveying, improving, remodeling, altering, or demolishing any portions of the building and premises that are not exclusively utilized by the Tenant provided that such uses do not interfere with the use and enjoyment of the premises that are leased by the Tenant.

3. Initial Lease Term and Extension Term. Subject to Section 3.A, the initial term of this Lease will commence on June 1, 2022, and will continue until midnight May 31, 2023, at which time the lease will terminate.

3.A. Early Termination of Lease by the City. During the initial term or renewal term, the City may elect to terminate this Lease, and the Tenant’s right of occupancy, upon not less than 6 months written notice to the Tenant.

4. Rent: Tenant will pay to the City as rent for the Premises during the Initial Lease Term, the amount of Fifty and no/100 ($50.00) dollars each month to be paid in advance on the 1st day of each month during the Initial Term of this Lease. Rent during the extension term is covered in Section 3 above.

5. Security Deposit. A security deposit of $50.00 shall be paid to the City upon the signing of the Lease. The security deposit need not be kept in a segregated account by the City. The security deposit will serve as security for the full and faithful performance by the Tenant of the terms of this Lease, and for the cost of any trash removal, cleaning and repair of damage in excess of normal wear and tear. The security deposit or any balance thereof will be returned without interest after the Tenant has vacated and left the Leased Premises in an acceptable condition. If the City determines that any loss, damage or breach exceeds the security deposit then the City may apply the security deposit against the loss, damage or injury and the balance thereof shall be the responsibility of the Tenant. The security deposit is not to be considered as the last installment payment under this lease.

6. Use of Premises. Tenant will use the Premises to distribute products through The Gateway Church and for no other purpose without first securing the prior written consent of the City, which consent will not
be unreasonable denied. All uses shall be properly licensed to the extent required by state law and copies of current licenses shall be provided by the Tenant to the City.

7. **Care of Premises.** Tenant will maintain the interior of all areas that are exclusively leased by the Tenant in clean, orderly, and neat condition and repair, and will yield and deliver up the same at the expiration of the term in as good condition as when taken, reasonable wear and tear excepted. Tenant will clean the inside and outside of windows in the areas that are exclusively leased by Tenant. Tenant will keep all areas that are non-exclusively leased by the Tenant free from rubbish, litter, and dirt resulting from its use, and will store all trash and garbage within the area designated by the City.

7.A. Tenant shall be responsible for staff and visitors to adhere to CDC Guidelines for the prevention of COVID19. In addition to adhering to CDC Guidelines for the prevention of spreading COVID19, at the end of each day Tenant shall sanitize and clean any area it uses and anything its staff or visitors come into contact with during the day.

8. **Maintenance of roof structural elements and mechanical systems.**

   - **Roof.** The City will maintain the roof in good repair.

   - **Structural Elements.** The City will maintain load bearing walls and other structural elements in the Premises.

   - **Mechanical Systems.** The City will pay the cost of repair to mechanical systems within the Premises. The cost of furnace filter replacement is not a cost of repair and will be the responsibility of Tenant.

9. **Taxes.** The Premises are not subject to ad valorem taxes.

10. **Rules and Regulations.**

    10.1 **Use of Entrances.** Employees, clients, and other guests of the Tenant will use the South entrance of the building. The use of entrances is shared with the City and other tenants.

    10.2 **Keys.** The City will provide the Tenant with a key or keys to the building and rooms that are exclusively occupied by the Tenant. Tenant agrees to follow the written policy of the City regarding the use and possession of keys and the policy for locking the building and classrooms.

    10.3 **Rules and Regulations.** The City reserves the right to make written rules and regulations regarding the use of the leased premises, the building, and grounds. The Tenant shall comply with such written rules.
11. Liability and Casualty Insurance.

15.1 The City will maintain a policy of liability insurance insuring the interests of the City pursuant to such policy terms and amounts as may be in the sole discretion of the City.

15.2 The Tenant will maintain a policy of liability insurance in a face amount of not less than $1,000,000 naming the city as an additional insured party. The City shall be provided with Certificates of Insurance.

12. Damage to Premises. Tenant will give immediate notice to the City in case of fire or accident in the Premises.

13. Events of Default. The occurrence of any of the following will constitute an Event of Default:

a. Delinquency in the payment of rent or any other amount payable by Tenant under this Lease for a period of seven (7) days following written notice of delinquency.

b. Delinquency by Tenant in the performance or compliance with any of the terms, covenants or agreements to be performed under this Lease, and failure to rectify or remove such defaults within thirty (30) days after written notice of such default has been given to Tenant.

14. Remedies Upon Default. Upon the occurrence of an Event of Default, the City, in addition to all other rights and remedies it may have at law or in equity, will have the right to any one or more of the following remedies:

a. To re-enter and recover possession of the Premises by any means allowed by or not prohibited by law. Re-entry by the City, and/or the sending of notice of default, recovery of possession by summary proceedings or other legal action or proceeding or acceptance of possession or otherwise, will not terminate this Lease, and Tenant will remain liable for the payment of all rent, and the full performance of the Tenant’s other obligations.

b. To bring an action, to enjoin or restrain any default or threaten default by Tenant or to specifically enforce Tenant’s obligations set forth herein.

c. To bring an action at law for damages.

d. To terminate this Lease and to re-enter and recover possession of the Premises upon such notice and in accordance with such proceedings as may be required by law or without notice of proceedings if none is required by law.

e. All the rights and remedies of the City set forth herein are cumulative and are in addition to any other rights or remedies accorded to the City by law, regulation, ordinance or rule, and may be pursued concurrently, separately or successively.
15. **Access by The City.** The City will have the right to access those portions of the premises that are exclusively leased by the Tenant upon reasonable notice to the Tenant or in the event of an emergency.

16. **Surrender of Premises.** On or before the expiration or earlier termination of this Lease, Tenant will surrender to the City the Premises, broom-clean and free of all Tenant’s alterations, additions, improvements and fixtures in good order and condition (excepting reasonable wear and tear), except for alterations, additions, improvements or fixtures that Tenant has a right to remove or is obligated to remove. At the time of surrender, carpet shall be vacuumed, marks on walls shall be repaired or painted, plumbing fixtures shall cleaned, and the Premises shall otherwise be surrendered in clean and serviceable condition, reasonable wear and tear excepted.

17. **Environmental Compliance.** Tenant shall not use, produce or store any hazardous materials in the Premises.

18. **Assignment and Subletting.** Tenant will not assign, mortgage or encumber this Lease or any interest in this Lease, or sublet or permit the Premises or any part thereof to be used by others without the prior consent of the City in each instance, which consent will not be unreasonably denied.

19. **Late Charge.** If any amount due from Tenant is not received by the City when due, Tenant will pay to the City an addition I sum equal to five percent (5%) of such overdue amount as a late charge. In addition, any such amount which is not received by the City when due will bear interest at twelve percent (12%) per annum from the date due until received. The parties agree that these charges represent a fair and reasonable estimate of the costs that the City will incur by reason of Tenant’s late payment. Payment of such late charges or interest will not excuse or cure any default nor prevent the City from exercising any of its other available rights and remedies.

20. **No Waivers.** No default on the payment of any rent or any other amounts set forth herein, nor the failure of the City to enforce provisions of this Lease upon any default by Tenant will be construed as creating a custom of deferred payment or as modifying in any way the terms of this Lease or as a waiver of the City’s right to terminate or cancel, or otherwise to enforce the provisions hereof.

21. **Litigation.** The City and Tenant do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant’s use or occupancy of the Premises, or any claim of injury or damage or both.

22. **Entire Agreement.** This Lease and the exhibits, if any, will set forth all of the covenants, promises, agreements, conditions, and understandings between the City and Tenant. No alteration, amendment, change or addition to this Lease will be binding upon the City or Tenant unless reduced to writing and signed by each party.

23. **Notices.** A notice, demand, request, consent, or other instrument which may be or is required to be given under this Lease will be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address set forth in the introductory paragraph of this Lease or at such other place as either party
may designate by written notice to the other. Any written notice sent by mail will be deemed to have been serviced as of the next regular day for delivery of mail after the date it was mailed in accordance with the foregoing provisions.

24. **Applicable Law, Waiver of Jury.** This agreement will be construed under and in the accordance with the laws of the State of Michigan. Tenant waives its right to trial by jury of any issue arising from this Lease.

25. **Legal Construction.** In case any one or more of the provisions in this Lease will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this Lease will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26. **Binding Effect.** This Lease will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

Date: 2-24-22

by: [Signature]

The Gateway Church

CITY OF FERRYSBURG

Date: ________________

by: _______________________

Scott Blease, Mayor

Date: ________________

by: _______________________

Jessie Wagenmaker, City Clerk
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dykstra Agency, Inc.
4260 Plainfield Avenue NE
Grand Rapids, MI 49525-1629
James E. Dykstra
616-364-9421

INSURED
The Gateway Church
of the Assemblies of God
770 Maple Street
Spring Lake, MI 49456-9023

CONTACT NAME: James E. Dykstra
PHONE (AIC, No. Ext): 616-364-9421
FAX (AIC, No. Ext): 616-364-0914
E-MAIL ADDRESS: insurance@DykstraAgency.com
INSURER(S) AFFORDING COVERAGE:
INSURER A: Brotherhood Mutual Ins Co
13528

NAIC #:

COVERAGES
CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETORS/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDES (Mandatory in NH)

Y/N | N/A |

DESCRIPTION OF OPERATIONS below

City of Ferrysburg is named an Additional Insured for insured using space effective August 20, 2021 per lease agreement.

CERTIFICATE HOLDER
City of Ferrysburg
PO Box 38
Ferrysburg, MI 49409

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James E. Dykstra

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February 15, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: HTMMTS Lease

Attached is Lease Agreement for Harbor Transit to lease room 5 here at City Hall. This lease is the same lease reviewed by City Council at the last meeting for The Gateway Church, with three (3) changes:

1. Paragraph 1 allows for non-exclusive use of room 5. This will allow City functions to take place in the room and allow staff to enter the room to access the “kitchenette”.

2. Paragraph 3, the lease period is for three (3) years with the option to extend the lease for one (1) additional year.

3. Paragraph 11.3 has been added.

c: Jessie Wagenmaker, City Clerk
RESOLUTION
of the
FERRYSBURG CITY COUNCIL
regarding
LEASE OF PORTION OF 17520 RIDGE AVENUE

WHEREAS, the City owns the land and building located at 17520 Ridge Avenue, and

WHEREAS, City Hall operations does not utilize the entire space inside the building leaving space available to lease, and

WHEREAS, the City has received an offer from Harbor Transit Multi Modal Transportation System to lease of a portion of the building at 17520 Ridge Avenue, and

WHEREAS, the City has complied with the notification requirements of City Charter Section 5.31:1.

NOW THEREFORE, IT IS RESOLVED that the City Council accepts the offer of The Gateway Church to lease a portion of the premises at 17520 Ridge Avenue as provided in the attached proposed lease and authorizes the Mayor and City Clerk to execute the lease on behalf of the City.

Offered by Council Member ____________.

Seconded by Council Member ____________.

Yeas: ____________

Nays: ____________

Absent: ____________

Certification

The foregoing Resolution was adopted by the Ferrysburg City Council at a regular meeting held on the __th day of ______, 2022.

__________, 2022

Jessie Wagenmaker, City Clerk
LEASE

This Lease is entered between the CITY OF FERRYSBURG, a Michigan municipal corporation, of 17520 Ridge Avenue, Ferrysburg, Michigan 49409 ("The City"), and HARBOUR TRANSIT MULT MODAL TRANSPORTATION SYSTEM (HTMMTS), 440 N. Ferry Street, Grand Haven, MI 49417 ("The Tenant")

1. **Premises.** The City leases to the Tenant the following portions of the Ferrysburg City Hall located at 17520 Ridge Avenue in the City of Ferrysburg ("the Premises"):  
   - Non-Exclusive possession of Classroom 5 and adjacent work room as depicted on Attachment 1.  
   - Non-exclusive use of the hallways and entrances/exits in the center front and center rear of the Building.  
   - Non-exclusive use of the parking area, bus loop, and grounds.

2. **Rights retained by City.** Nothing in this Lease prevents the City from using, leasing, conveying, improving, remodeling, altering, or demolishing any portions of the building and premises that are not exclusively utilized by the Tenant provided that such uses do not interfere with the use and enjoyment of the premises that are leased by the Tenant.

3. **Initial Lease Term and Extension Term.** Subject to Section 3.A, the initial term of this Lease will commence on March 14, 2022, and will continue until midnight March 31, 2025, at which time the lease will terminate. The Tenant may elect to extend the term of this lease for one (1) additional consecutive term of one (1) year expiring on March 31, 2026. To exercise the right to extend the lease the Tenant shall give written notice to the City Manager not later than January 2, 2025. Such extension term shall be subject to the terms of Section 3.A. In the event of an extension, the monthly rent for the extension term, shall increase (but not decrease) in proportion to the increase in the cost of living during the initial lease term as published by the U.S. Bureau of Labor Statistics, All Urban Consumers.

3.A. **Early Termination of Lease by the City.** During the initial term or renewal term, the City may elect to terminate this Lease, and the Tenant’s right of occupancy, upon not less than 6 months written notice to the Tenant.

4. **Rent:** Tenant will pay to the City as rent for the Premises during the Initial Lease Term, the amount of Fifty and no/100 ($50.00) dollars each month to be paid in advance on the 1st day of each month during the Initial Term of this Lease. Rent during the extension term is covered in Section 3 above.

5. **Security Deposit.** A security deposit of $50.00 shall be paid to the City upon the signing of the Lease. The security deposit need not be kept in a segregated account by the City. The security deposit will serve as security for the full and faithful performance by the Tenant of the terms of this Lease, and for the cost of any trash removal, cleaning and repair of damage in excess of normal wear and tear. The security deposit or any balance thereof will be returned without interest after the Tenant has vacated and left the Leased Premises in an acceptable condition. If the City determines that any loss, damage or breach exceeds the security deposit then the City may apply the security deposit against the loss, damage or
injury and the balance thereof shall be the responsibility of the Tenant. The security deposit is not to be considered as the last installment payment under this lease.

6. **Use of Premises.** Tenant will use the Premises for office space for Tenant’s employees and for no other purpose without first securing the prior written consent of the City, which consent will not be unreasonable denied. All uses shall be properly licensed to the extent required by state law and copies of current licenses shall be provided by the Tenant to the City.

7. **Care of Premises.** Tenant will maintain the interior of all areas that are exclusively leased by the Tenant in clean, orderly, and neat condition and repair, and will yield and deliver up the same at the expiration of the term in as good condition as when taken, reasonable wear and tear excepted. Tenant will clean the inside and outside of windows in the areas that are exclusively leased by Tenant. Tenant will keep all areas that are non-exclusively leased by the Tenant free from rubbish, litter, and dirt resulting from its use, and will store all trash and garbage within the area designated by the City.

7.A. Tenant shall be responsible for staff and visitors to adhere to CDC Guidelines for the prevention of COVID19. In addition to adhering to CDC Guidelines for the prevention of spreading COVID19, at the end of each day Tenant shall sanitize and clean any area it uses and anything its staff or visitors come into contact with during the day.

8. **Maintenance of roof structural elements and mechanical systems.**
   - **Roof.** The City will maintain the roof in good repair.
   - **Structural Elements.** The City will maintain load bearing walls and other structural elements in the Premises.
   - **Mechanical Systems.** The City will pay the cost of repair to mechanical systems within the Premises. The cost of furnace filter replacement is not a cost of repair and will be the responsibility of Tenant.

9. **Taxes.** The Premises are not subject to ad valorem taxes.

10. **Rules and Regulations.**

    10.1 **Use of Entrances.** Employees, clients, and other guests of the Tenant will use the South entrance of the building. The use of entrances is shared with the City and other tenants.

    10.2 **Keys.** The City will provide the Tenant with a key or keys to the building and rooms that are exclusively occupied by the Tenant. Tenant agrees to follow the written policy of the City regarding the use and possession of keys and the policy for locking the building and classrooms.

    10.3 **Rules and Regulations.** The City reserves the right to make written rules and regulations regarding the use of the leased premises, the building, and grounds. The Tenant shall comply with such written rules.
11. **Liability and Casualty Insurance.**

11.1 The City will maintain a policy of liability insurance insuring the interests of the City pursuant to such policy terms and amounts as may be in the sole discretion of the City.

11.2 The Tenant will maintain a policy of liability insurance in a face amount of not less than $1,000,000 naming the city as an additional insured party. The City shall be provided with Certificates of Insurance.

11.3 The City may use the Premises at night for City business. Tenant is responsible for removing all personal items from the Premises prior to meeting. Any lost, damaged or stolen property is not the responsibility of the City.

12. **Damage to Premises.** Tenant will give immediate notice to the City in case of fire or accident in the Premises.

13. **Events of Default.** The occurrence of any of the following will constitute an Event of Default:

   a. Delinquency in the payment of rent or any other amount payable by Tenant under this Lease for a period of seven (7) days following written notice of delinquency.

   b. Delinquency by Tenant in the performance or compliance with any of the terms, covenants or agreements to be performed under this Lease, and failure to rectify or remove such defaults within thirty (30) days after written notice of such default has been given to Tenant.

14. **Remedies Upon Default.** Upon the occurrence of an Event of Default, the City, in addition to all other rights and remedies it may have at law or in equity, will have the right to any one or more of the following remedies:

   a. To re-enter and recover possession of the Premises by any means allowed by or not prohibited by law. Re-entry by the City, and/or the sending of notice of default, recovery of possession by summary proceedings or other legal action or proceeding or acceptance of possession or otherwise, will not terminate this Lease, and Tenant will remain liable for the payment of all rent, and the full performance of the Tenant’s other obligations.

   b. To bring an action, to enjoin or restrain any default or threaten default by Tenant or to specifically enforce Tenant’s obligations set forth herein.

   c. To bring an action at law for damages.

   d. To terminate this Lease and to re-enter and recover possession of the Premises upon such notice and in accordance with such proceedings as may be required by law or without notice of proceedings if none is required by law.
e. All the rights and remedies of the City set forth herein are cumulative and are in addition to any other rights or remedies accorded to the City by law, regulation, ordinance or rule, and may be pursued concurrently, separately or successively.

15. Access by The City. The City will have the right to access those portions of the premises that are exclusively leased by the Tenant upon reasonable notice to the Tenant or in the event of an emergency.

16. Surrender of Premises. On or before the expiration or earlier termination of this Lease, Tenant will surrender to the City the Premises, broom-clean and free of all Tenant’s alterations, additions, improvements and fixtures in good order and condition (excepting reasonable wear and tear), except for alterations, additions, improvements or fixtures that Tenant has a right to remove or is obligated to remove. At the time of surrender, carpet shall be vacuumed, marks on walls shall be repaired or painted, plumbing fixtures shall cleaned, and the Premises shall otherwise be surrendered in clean and serviceable condition, reasonable wear and tear excepted.

17. Environmental Compliance. Tenant shall not use, produce or store any hazardous materials in the Premises.

18. Assignment and Subletting. Tenant will not assign, mortgage or encumber this Lease or any interest in this Lease, or sublet or permit the Premises or any part thereof to be used by others without the prior consent of the City in each instance, which consent will not be unreasonably denied.

19. Late Charge. If any amount due from Tenant is not received by the City when due, Tenant will pay to the City an addition 1 sum equal to five percent (5%) of such overdue amount as a late charge. In addition, any such amount which is not received by the City when due will bear interest at twelve percent (12%) per annum from the date due until received. The parties agree that these charges represent a fair and reasonable estimate on the costs that the City will incur by reason of Tenant’s late payment. Payment of such late charges or interest will not excuse or cure any default nor prevent the City from exercising any of its other available rights and remedies.

20. No Waivers. No default on the payment of any rent or any other amounts set forth herein, nor the failure of the City to enforce provisions of this Lease upon any default by Tenant will be construed as creating a custom of deferred payment or as modifying in any way the terms of this Lease or as a waiver of the City’s right to terminate or cancel, or otherwise to enforce the provisions hereof.

21. Litigation. The City and Tenant do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant’s use or occupancy of the Premises, or any claim of injury or damage or both.

22. Entire Agreement. This Lease and the exhibits, if any, will set forth all of the covenants, promises, agreements, conditions, and understandings between the City and Tenant. No alteration, amendment, change or addition to this Lease will be binding upon the City or Tenant unless reduced to writing and signed by each party.
23. **Notices.** A notice, demand, request, consent, or other instrument which may be or is required to be given under this Lease will be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address set forth in the introductory paragraph of this Lease or at such other place as either party may designate by written notice to the other. Any written notice sent by mail will be deemed to have been serviced as of the next regular day for delivery of mail after the date it was mailed in accordance with the foregoing provisions.

24. **Applicable Law, Waiver of Jury.** This agreement will be construed under and in the accordance with the laws of the State of Michigan. Tenant waives its right to trial by jury of any issue arising from this Lease.

25. **Legal Construction.** In case any one or more of the provisions in this Lease will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this Lease will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26. **Binding Effect.** This Lease will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

---

Date: ______________________ by: ______________________________________

Harbor Transit Multi Modal Transportation System

---

Date: ______________________ by: ______________________________________

Scott Blease, Mayor

---

Date: ______________________ by: ______________________________________

Jessie Wagenmaker, City Clerk
February 24, 2022

TO: Craig Bessinger, City Manager
FROM: Jessie Wagenmaker, City Clerk
RE: Spring Trash Pick-up Bids

On January 26, 2022, we requested price quotes for the Spring Trash Pick-up. The request was sent to seven (7) trash haulers. Quotes were due on February 23rd, at noon.

The following bid was received:

<table>
<thead>
<tr>
<th>Cost per hour</th>
<th>Cost per ton</th>
<th>Collection date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Republic Services</td>
<td>$210.00</td>
<td>$47.25</td>
</tr>
</tbody>
</table>

Since the DEQ does not allow the dumping of tires into the landfills the quotes excluded the pick-up of tires.

Based on the 2021 spring trash pick-up of 38.26 tons of trash and 58.5-man hours worked the total for Republic Services would be $14,092.78. Republic did the pickup in 2021. The 2021 spring trash pickup was $13,421.70.

c: Matt Schindlbeck, Public Services Supervisor
March 1, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Storm Water Ordinance

Cara Decker, Stormwater Program Coordinator at Grand Valley Metro Council, will be present to answer any questions regarding the proposed draft stormwater ordinance.

If you would like another copy of the draft ordinance, please contact City Clerk Jessie Wagenmaker or me.

c: Jessie Wagenmaker, City Clerk
March 2, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Street Engineering

Attached are two (2) proposals for design and construction engineering for three streets: Virginia Avenue, from 168th Avenue to West Spring Lake Road, Fourth Street from Pine Street west to the dead end, and Roosevelt Road, from Ridge Avenue to the dead end.

These projects would be for fall of 2022 or early spring 2023. 168th Avenue is scheduled for reconstruction in 2025. The work being done on Virginia Avenue will not be impacted when 168th Avenue is reconstructed. The projects will be paid for using the street millage approved last year.

c: Matt Schindlbeck, Public Services Supervisor
Jessie Wagenmaker, City Clerk
February 23, 2022

Proposal – Dogwood Drive

Mr. Craig Bessinger, City Manager
City of Ferrysburg
17520 Ridge Avenue
Ferrysburg, Michigan 49456

Dear Mr. Bessinger:

We are pleased to submit the following proposal for Design and Construction Engineering Services for the reconstruction of Virginia Avenue, 4th Street, and Roosevelt Road. We have reviewed the project with Matt Schindlbeck and understand we will be responsible for all aspects of design and construction engineering of the following.

**Virginia Avenue from 168th Avenue to West Spring Lake Road.** This section is roughly 540 feet long. The existing asphalt and gravel base will be removed and replaced. The westerly end near 168th Avenue does not drain properly, and we anticipate some type of leaching basin/storm sewer will be installed near 168th Avenue.

**4th Street from Pine Street to Dead End.** This section is 570 feet long. The first block will be cold milled and resurfaced. The existing asphalt and gravel base will be removed and replaced in the section west of Oak Street and up to the dead end. Storm sewer will be installed west of Oak Street to improve the drainage.

**Roosevelt Road from Ridge Avenue to Dead End.** This section is 1,200 feet long. The existing asphalt and gravel base will be removed and replaced. Storm sewer will be installed near Ridge Avenue to improve drainage at this intersection. 340 feet of sidewalk will be installed to complete the sidewalk network on the north side of Roosevelt Road.

Our proposed scope of work for design and construction engineering includes the following:

**Design Phase**

- Topographic survey and base plan mapping
- Obtain pavement cores/borings
- Roadway and pavement design
- Storm sewer design
- Sidewalk design
- Maintenance of traffic plan
- Prepare bid package, including plans, specifications, and unit price bid form
- Attend bid opening and prepare recommendation of award and budget summary
Construction Phase

- Schedule and attend preconstruction meeting
- Provide full time construction inspection estimated at 40 hours/week for 6 weeks
- Provide construction staking
- Density and gradation testing of gravel, density testing of asphalt, slump and compression testing of concrete

We estimate the following cost for our services:

Design Engineering $33,000
Pavement Cores/Soil Borings $5,000
Construction Engineering/Inspection/Staking $38,000
Total $76,000

Thank you for the opportunity to submit this proposal. We look forward to a positive response.

Sincerely,

Steven C. Groenenboom, P.E.
Project Manager
February 3, 2022

Mr. Craig Bessinger, Manager  
City of Ferrysburg  
17520 Ridge Avenue  
Ferrysburg, MI 49409

Re: Professional Engineering Services Proposal for 4th Street, Virginia and Roosevelt Road

Dear Mr. Bessinger:

We are pleased to have the opportunity to provide the following proposal for engineering services for the reconstruction of the following projects:

- 4th Street from the MDOT US-31 ROW east to Pine Street.
- Virginia Avenue from 168th Avenue to West Spring Lake Road
- Roosevelt Road from Ridge Avenue to the MDOT US-31 ROW

It is our understanding that these projects will be locally funded.

The proposed project consists of:

- Remove and replace HMA and aggregate. Existing curb and gutter and sidewalk to remain on Fourth Street from Oak St. to Pine Street. Roosevelt Road widening to be considered to the east of Walden Green
- Replace storm sewer and catch basins as needed on 4th Street based on condition/televising review.
- Improve drainage at 168th Avenue and Virginia Street to address issues associated with the non-motorized path.
- Incorporate a crosswalk from Walden Green to City Hall along with additional parking.
- Complete the sidewalk gap on the north side of Roosevelt Road to the east of Walden Green. Wetland delineation will be completed to confirm if wetlands are present in this area. It is our understanding that the sidewalk within the Walden Green property is their responsibility to complete.

Our proposed scope of work will include the following:

**Design Phase**

- Topographic survey and base plan mapping
- Soil borings
- Wetland delineation on Roosevelt Road at sidewalk area to east of Walden Green
- Road and pavement design
- Review options, costs and design for the north side of City Hall to provide additional parking
- Prepare preliminary construction plans at a scale of 1” = 40’ horizontal and 1” = 4’ vertical
• Prepare project specifications
• Coordinate and attend 90% design review meeting with Owner
• Prepare SESC permit application

Notes: *If any easements are needed, additional costs will be incurred.
City will be responsible for any permit fees. Additional costs will be incurred if wetland permitting or boardwalk design is necessary in area of proposed sidewalk.*

**Construction Phase**

• Schedule and attend preconstruction meeting and prepare meeting minutes
• Provide construction observation based on 40 hours a week for 10 weeks
• Provide construction staking
• Provide HMA and aggregate testing
• Administer project including payment applications and change orders through project close out. We are assuming construction will be completed in 10 weeks requiring 4 payment applications and two change orders
• Complete record drawings
• Replace property irons disturbed during construction

Because Roosevelt Road is in a school zone, we recommend that this project be completed in the summer when school is out of session for safety and constructability reasons. We have based our costs and schedule on the other two projects being constructed during the same time period as we feel this will provide the city with the best overall project and costs associated with a larger project.

We propose the following schedule based on construction in the summer of 2023:

• Kickoff meeting – 2/2022
• Complete topographic survey, soil borings, wetland determination - 2/2022-4/2022
• Preliminary Design and Drafting – 4/2022-5/2022
• Review preliminary design with City 6/2022
• Final Design – 7/2022
• Owner review meeting – 8/2022
• Wetland Permitting (if necessary – Roosevelt Road Sidewalk) 7/2022-11/2022
• Bidding – 11/2022 – 1/2023
• Construction – summer 2023

We estimate the cost for the work to be $136,200. Our estimate of fees is attached. We will provide a professional services agreement following approval of the proposal.

Sincerely,

Prein&Newhof

[Signature]

Kevin S. Kieft, P.E.

Enclosure: Professional Fee Estimate
# Professional Fees Worksheet

City of Fernysburg - Roosevelt, 4th Street, Virginia

February 2, 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design (2022)</strong></td>
<td></td>
</tr>
<tr>
<td>Preliminary Design (2022)</td>
<td></td>
</tr>
<tr>
<td>Kickoff Meeting</td>
<td>$600</td>
</tr>
<tr>
<td>Soil Borings</td>
<td>$4,700</td>
</tr>
<tr>
<td>Wetland Delineation</td>
<td>$2,200</td>
</tr>
<tr>
<td>Topographic Survey</td>
<td>$14,400</td>
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<tr>
<td><strong>Design (2022)</strong></td>
<td></td>
</tr>
<tr>
<td>Road Design and Storm Sewer</td>
<td>$27,700</td>
</tr>
<tr>
<td>Sidewalk - Roosevelt - Retaining Wall</td>
<td>$1,900</td>
</tr>
<tr>
<td>Staging, Phasing, MOT Design</td>
<td>$400</td>
</tr>
<tr>
<td>Roosevelt - City Hall Parking Improvement Design</td>
<td>$1,000</td>
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<tr>
<td>SESC Permit Application</td>
<td>$500</td>
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<tr>
<td>Specifications</td>
<td>$1,400</td>
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<tr>
<td>Meeting w/ Client - 90% review</td>
<td>$600</td>
</tr>
<tr>
<td>Opinion of Probable Cost</td>
<td>$600</td>
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<tr>
<td>QA/QC</td>
<td>$1,200</td>
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<tr>
<td><strong>Bid Phase (2022)</strong></td>
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<tr>
<td>Bidder Questions</td>
<td>$200</td>
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<tr>
<td>Addenda</td>
<td>$300</td>
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<tr>
<td>Review Bids</td>
<td>$400</td>
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<td><strong>Design Subtotal</strong></td>
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<tr>
<td><strong>Construction Engineering Services (2023)</strong></td>
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<tr>
<td>Preconstruction Meeting and Minutes</td>
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<tr>
<td>Preconstruction Video</td>
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<tr>
<td>Construction Staking</td>
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<td>Road Reconstruction CO (10 weeks)</td>
<td>$38,800</td>
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<tr>
<td>Project Administration</td>
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<td>Respond to RFIs</td>
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<tr>
<td>Change Orders (2)</td>
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<tr>
<td>Pay Apps (4)</td>
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<td>Progress Meetings (monthly)</td>
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<tr>
<td>Punch List Visits (2)</td>
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<td>Record Plans/Closenout</td>
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<td>2023 Rates Increase - Construction Portion</td>
<td>$2,300</td>
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<tr>
<td><strong>Construction Engineering Subtotals</strong></td>
<td>$78,100</td>
</tr>
<tr>
<td><strong>Project Grand Total</strong></td>
<td>$136,200</td>
</tr>
</tbody>
</table>
CITY OF FERRYSBURG

COST ESTIMATE
Roosevelt Road
3-Feb-22

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization, Max 10%</td>
<td>1</td>
<td>LS</td>
<td>$35,000</td>
<td>$35,000</td>
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<td>2.</td>
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<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
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<td>3.</td>
<td>Soil Erosion and Sedimentation Control</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>4.</td>
<td>HMA, Rem</td>
<td>3,200</td>
<td>Syd</td>
<td>$3</td>
<td>$9,600</td>
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<td>5.</td>
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<td>260</td>
<td>Ft</td>
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<td>$2,600</td>
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<tr>
<td>6.</td>
<td>Sidewalk, Rem</td>
<td>30</td>
<td>Syd</td>
<td>$10</td>
<td>$300</td>
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<tr>
<td>7.</td>
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<td>13</td>
<td>Sta</td>
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<td>$39,000</td>
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<tr>
<td>8.</td>
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<td>$46,000</td>
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<tr>
<td>9.</td>
<td>HMA (385#/syd)</td>
<td>975</td>
<td>Ton</td>
<td>$120</td>
<td>$117,000</td>
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<tr>
<td>10.</td>
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<td>Ft</td>
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<td>$10,000</td>
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<tr>
<td>11.</td>
<td>Sidewalk - Fill - Grading</td>
<td>1</td>
<td>Isum</td>
<td>$7,500</td>
<td>$7,500</td>
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<td>12.</td>
<td>Sidewalk, Conc, 4 inch</td>
<td>2,000</td>
<td>Sft</td>
<td>$5</td>
<td>$10,000</td>
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<td>13.</td>
<td>Concrete Ramp, 6 inch</td>
<td>400</td>
<td>Sft</td>
<td>$8</td>
<td>$3,200</td>
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<td>14.</td>
<td>Detectable Warning Surface</td>
<td>40</td>
<td>Ft</td>
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<td>$1,400</td>
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<td>15.</td>
<td>Drive Approach, Remove and Replace, Concrete</td>
<td>300</td>
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<td>$65</td>
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<td>16.</td>
<td>Drive Approach, Remove and Replace, HMA</td>
<td>150</td>
<td>Syd</td>
<td>$45</td>
<td>$6,750</td>
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<td>17.</td>
<td>Drainage Structure, Adjust</td>
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<td>Ea</td>
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<td>$3,000</td>
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<td>18.</td>
<td>Storm Sewer, Drainage Structure</td>
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<td>Ea</td>
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<td>19.</td>
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<td>20.</td>
<td>Restoration</td>
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</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION**

$367,000

**Contingencies**

$36,700

**Engineering**

$73,400

**TOTAL:**

$441,000

All work quantities and costs are estimated for preliminary planning purposes only.

Costs estimated in 2022 Dollars
CITY OF FERRYSBURG

COST ESTIMATE
City Hall North Side - Sidewalk Removal, Drive Repaving, Parking Addition (parallel with narrower walk)
3-Feb-22

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1.</td>
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<td>$2,470</td>
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<td>3.</td>
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<td>Syd</td>
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<td>$2,000</td>
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<td>4.</td>
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<tr>
<td>5.</td>
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<td>Ton</td>
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<td>Ft</td>
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<tr>
<td>7.</td>
<td>Storm Sewer, Drainage Structure</td>
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<td>Ea</td>
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</tbody>
</table>

**TOTAL CONSTRUCTION**

$58,000

Contingencies

$5,800

Engineering

$5,000

**TOTAL:**

$63,000

All work quantities and costs are estimated for preliminary planning purposes only.

Costs estimated in 2022 Dollars
**COST ESTIMATE**  
4th Street - MDOT ROW to Oak St.  
3-Feb-22

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization, Max 10%</td>
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<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
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<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>3.</td>
<td>Soil Erosion and Sedimentation Control</td>
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<td>$1,000</td>
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<td>4.</td>
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<td>$800</td>
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<td>$7,500</td>
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<tr>
<td>8.</td>
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<tr>
<td>9.</td>
<td>Curb and Gutter, Conc</td>
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<td>Ft</td>
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<td>$2,000</td>
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<tr>
<td>10.</td>
<td>Drive Approach, Remove and Replace, HMA</td>
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<td>Syd</td>
<td>$45</td>
<td>$2,700</td>
</tr>
<tr>
<td>11.</td>
<td>Drive Approach, Gravel</td>
<td>40</td>
<td>syd</td>
<td>$15</td>
<td>$600</td>
</tr>
<tr>
<td>12.</td>
<td>Structure, Adjust</td>
<td>2</td>
<td>Ea</td>
<td>$600</td>
<td>$1,200</td>
</tr>
<tr>
<td>13.</td>
<td>Storm Sewer, Drainage Structure</td>
<td>2</td>
<td>Ea</td>
<td>$2,500</td>
<td>$5,000</td>
</tr>
<tr>
<td>14.</td>
<td>Storm Sewer, Pipe</td>
<td>170</td>
<td>Ft</td>
<td>$55</td>
<td>$9,350</td>
</tr>
<tr>
<td>15.</td>
<td>Restoration</td>
<td>2.5</td>
<td>Sta.</td>
<td>$1,000</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION**  
$65,000

**Contingencies**  
$6,500

**Engineering**  
$13,000

**TOTAL:**  
$85,000

All work quantities and costs are estimated for preliminary planning purposes only.

Costs estimated in 2022 Dollars
CITY OF FERRYSBURG

COST ESTIMATE
4th Street - Oak St. to Pine Street
3-Feb-22

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization, Max 10%</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>2.</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>3.</td>
<td>Soil Erosion and Sedimentation Control</td>
<td>1</td>
<td>LS</td>
<td>$1,500</td>
<td>$1,500</td>
</tr>
<tr>
<td>4.</td>
<td>HMA Surface, Rem</td>
<td>1,625</td>
<td>Syd</td>
<td>$5</td>
<td>$8,125</td>
</tr>
<tr>
<td>5.</td>
<td>Curb and Gutter, Rem</td>
<td>120</td>
<td>Ft</td>
<td>$10</td>
<td>$1,200</td>
</tr>
<tr>
<td>6.</td>
<td>Machine Grading, Modified</td>
<td>3.5</td>
<td>Sta</td>
<td>$3,000</td>
<td>$10,500</td>
</tr>
<tr>
<td>7.</td>
<td>Aggregate Base, 8 inch</td>
<td>1625</td>
<td>Syd</td>
<td>$12</td>
<td>$19,500</td>
</tr>
<tr>
<td>8.</td>
<td>HMA (440#/syd)</td>
<td>400</td>
<td>Ton</td>
<td>$120</td>
<td>$48,000</td>
</tr>
<tr>
<td>9.</td>
<td>Curb and Gutter, Conc</td>
<td>120</td>
<td>Ft</td>
<td>$25</td>
<td>$3,000</td>
</tr>
<tr>
<td>10.</td>
<td>Sidewalk, Conc, 4 inch</td>
<td>500</td>
<td>Sft</td>
<td>$5</td>
<td>$2,500</td>
</tr>
<tr>
<td>11.</td>
<td>Concrete Ramp, 6 inch</td>
<td>300</td>
<td>Sft</td>
<td>$8</td>
<td>$2,400</td>
</tr>
<tr>
<td>12.</td>
<td>Detectable Warning Surface</td>
<td>25</td>
<td>Ft</td>
<td>$35</td>
<td>$875</td>
</tr>
<tr>
<td>13.</td>
<td>Drive Approach, Remove and Replace, Concrete</td>
<td>100</td>
<td>Syd</td>
<td>$65</td>
<td>$6,500</td>
</tr>
<tr>
<td>14.</td>
<td>Structure, Adjust</td>
<td>6</td>
<td>Ea</td>
<td>$600</td>
<td>$3,600</td>
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<tr>
<td>15.</td>
<td>Storm Sewer, Drainage Structure</td>
<td>2</td>
<td>Ea</td>
<td>$2,500</td>
<td>$5,000</td>
</tr>
<tr>
<td>16.</td>
<td>Storm Sewer, Pipe</td>
<td>300</td>
<td>Ft</td>
<td>$70</td>
<td>$21,000</td>
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<tr>
<td>17.</td>
<td>Restoration</td>
<td>3.5</td>
<td>Sta.</td>
<td>$1,000</td>
<td>$3,500</td>
</tr>
</tbody>
</table>

TOTAL CONSTRUCTION

$147,000

Contingencies

$14,700

Engineering

$29,400

TOTAL:

$192,000

All work quantities and costs are estimated for preliminary planning purposes only.

Costs estimated in 2022 Dollars
CITY OF FERRYSBURG

COST ESTIMATE
Virginia Street - 168th Avenue to West Spring Lake Road
3-Feb-22

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization, Max 10%</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>2.</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>3.</td>
<td>Soil Erosion and Sedimentation Control</td>
<td>1</td>
<td>LS</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>4.</td>
<td>HMA Surface, Rem</td>
<td>1,250</td>
<td>Syd</td>
<td>$5</td>
<td>$6,250</td>
</tr>
<tr>
<td>5.</td>
<td>Machine Grading, Modified</td>
<td>5</td>
<td>Sta</td>
<td>$3,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>6.</td>
<td>Aggregate Base, 8 inch</td>
<td>1700</td>
<td>Syd</td>
<td>$12</td>
<td>$20,400</td>
</tr>
<tr>
<td>7.</td>
<td>HMA (385#/syd)</td>
<td>265</td>
<td>Ton</td>
<td>$120</td>
<td>$31,800</td>
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<tr>
<td>8.</td>
<td>Curb and Gutter, Conc</td>
<td>80</td>
<td>Ft</td>
<td>$30</td>
<td>$2,400</td>
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<tr>
<td>9.</td>
<td>Sidewalk, Conc, 4 inch</td>
<td>250</td>
<td>Sft</td>
<td>$6</td>
<td>$1,500</td>
</tr>
<tr>
<td>10.</td>
<td>Concrete Ramp, 6 inch</td>
<td>250</td>
<td>Sft</td>
<td>$12</td>
<td>$3,000</td>
</tr>
<tr>
<td>11.</td>
<td>Detectable Warning Surface</td>
<td>20</td>
<td>Ft</td>
<td>$40</td>
<td>$800</td>
</tr>
<tr>
<td>12.</td>
<td>Drive Approach, Remove and Replace, Concrete</td>
<td>135</td>
<td>Syd</td>
<td>$70</td>
<td>$9,450</td>
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<td>13.</td>
<td>Structure, Adjust</td>
<td>1</td>
<td>Ea</td>
<td>$750</td>
<td>$750</td>
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<tr>
<td>14.</td>
<td>Storm Sewer, Drainage Structure</td>
<td>3</td>
<td>Ea</td>
<td>$3,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>15.</td>
<td>Storm Sewer, Pipe</td>
<td>300</td>
<td>Ft</td>
<td>$30</td>
<td>$9,000</td>
</tr>
<tr>
<td>16.</td>
<td>Restoration</td>
<td>5.0</td>
<td>Sta.</td>
<td>$1,500</td>
<td>$7,500</td>
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</table>

**TOTAL CONSTRUCTION**: $125,000

<table>
<thead>
<tr>
<th>Contingencies</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,500</td>
<td>$25,000</td>
</tr>
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</table>

**TOTAL**: $163,000

All work quantities and costs are estimated for preliminary planning purposes only.

Costs estimated in 2022 Dollars
March 3, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Cross-Connection Inspection Program

Last year City Council reviewed proposals for a Cross-Connection Control System and asked staff to contact State elected leaders regarding the need for such a program. This program is required for all communities, and many communities have implemented this program.

Attached are two (2) quotes for the Cross-Connection Program. The quote from bsi online is for a residential walk-by inspection, which does not verify if there is or is not a cross-connection.

Staff recommends approval of the Hydro Corp proposal.

c: Matt Schindlbeck, Public Services Supervisor
Jessie Wagenmaker, City Clerk
February 9, 2022

VIA EMAIL AND U.S. MAIL

Mr. Craig Bessinger, City Manager
City of Ferrysburg
17290 Roosevelt Road
Ferrysburg, Michigan 49437

Dear Mr. Bessinger:

SUBJECT: City of Ferrysburg (City) Water System Sanitary Survey (Survey)

This letter confirms the Department of Environment, Great Lakes, and Energy’s (EGLE’s) staff meeting with Mr. Matt Schindlbeck, on August 4, 2022, to conduct a Survey of the City’s water system, and to present the final findings, discuss areas for improvement, and identify timelines for corrective action where appropriate. The purpose of a Survey is to evaluate the water supply system with respect to the requirements of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399). It is also an opportunity to update EGLE’s records, provide technical assistance, and identify potential risks that may adversely affect drinking water quality. Enclosed is a copy of the Sanitary Survey Report for your reference.

Since the last Survey, EGLE acknowledges that the City has completed the following water facility improvements and operations:

2. Joined with the surrounding Northwest Ottawa Water System customers for a regional water system Reliability Study.
3. Completed a Preliminary Distribution System Materials Inventory.
4. Updated the Lead and Copper Sample Site Plan.

The following table summarizes EGLE’s final findings from the Survey of the water system:

<table>
<thead>
<tr>
<th>Survey Element</th>
<th>Findings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source</td>
<td>No Deficiencies/Recommendations</td>
</tr>
<tr>
<td>Treatment</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Distribution System</td>
<td>Deficiencies Identified</td>
</tr>
<tr>
<td>Finished Water Storage</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>-----------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Pumps</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Monitoring &amp; Reporting</td>
<td>No Deficiencies/Recommendations</td>
</tr>
<tr>
<td>Management &amp; Operations</td>
<td>No Deficiencies/Recommendations</td>
</tr>
<tr>
<td>Operator Compliance</td>
<td>No Deficiencies/Recommendations</td>
</tr>
<tr>
<td>Security</td>
<td>No Deficiencies/Recommendations</td>
</tr>
<tr>
<td>Financial</td>
<td>No Deficiencies/Recommendations</td>
</tr>
<tr>
<td>Other</td>
<td>No Deficiencies/Recommendations</td>
</tr>
</tbody>
</table>

**Deficiencies:**

Deficiencies indicate non-compliance with one or more Act 399 requirements, which include defects in a water system's infrastructure, design, operation, maintenance, or management that cause, or may cause, interruptions to the "multiple barrier" protection system and adversely affect the system's ability to produce safe and reliable drinking water in adequate quantities.

During the Survey, one deficiency was identified and is listed below:

1. **R 325.11404 Local cross connection control programs:** *Administrative Rule 1404 requires that a Type I public water supply shall develop and implement a comprehensive cross connection control program that adequately addresses all customer types; industrial, commercial, institutional, governmental, and single and multi-unit residential.*

While the City's current program addresses the high hazard commercial and industrial users, inspections and device testing of residential customers has yet to be implemented into the program. Failure to address all account types may put the City at risk for contamination and in a position where it may legally find itself unable to enforce required practices. **To return to compliance, the City must update the written cross connection program to include residential accounts and begin implementing residential inspections and device testing.**

Starting this effort should begin with identifying and inspecting residences with irrigation systems and testable devices, which pose the highest risk. Also, beginning to educate residents on common cross connections, their dangers, and how to prevent them. Common educational methods include flyers in mailings, website postings, and personal interactions.

Future steps for the residential arm of the program are the internal inspection and documentation of all cross connections within homes. It is recommended that this
be combined with other work which requires the City to enter residences, such as meter change outs or service line material investigations and replacements.

If you have any factual information that you would like EGLE to consider regarding the deficiency identified in this Survey, please provide it in a written response to this office by March 11, 2022.

If you have any questions, please feel free to contact me at the phone number listed below, or by email at PierceC7@Michigan.gov.

Sincerely,

Coulton Pierce

Coulton Pierce, District Engineer
Field Operations Section
Drinking Water and Environmental Health Division
616-265-9129

Enclosure

cc/enc: Mr. Matt Schindlbeck, Public Services Supervisor, City (via email)
February 23, 2022

Matthew P. Schindlbeck  
City of Ferrysburg  
17290 Roosevelt Blvd.  
P.O. Box 38  
Ferrysburg, MI 49409

Dear Mr. Schindlbeck:

Thank you for contacting me this week. Based on our conversation, we have prepared a proposal that will meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into three sections. They include:

- Scope of Work
- Professional Services Agreement
- Qualifications/Experience

This proposal is based upon completing a total of 80 initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities and 572 initial inspections, compliance inspections/re-inspections of residential homes over a two year period.

High hazard non-residential facilities will be re-inspected on an annual basis with all remaining low hazard non-residential facilities being placed on a five-year re-inspection frequency. Residential homes will be initially inspected over a six - (6) year period. HydroCorp Inspectors will assess the degree of hazard of each facility and determine the re-inspection frequency during initial inspections.

If you have any questions, please feel free to contact me directly at 248.250.5022 or via email at ppatterson@hydrocorpinc.com. We look forward to working with you and your staff on this project.

Sincerely,

[Signature]

Paul M. Patterson  
Senior Vice President
PROPOSAL

DEVELOPED FOR
Matthew P. Schindlbeck
City of Ferrysburg, MI

17290 Roosevelt Blvd.
Ferrysburg, MI 49409

February 23, 2022

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.990.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION
WATER SYSTEM SURVEYS / AUDITS
PIPE SYSTEM MAPPING AND LABELING
WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS
PROGRAM AND PROJECT MANAGEMENT
COMPLIANCE ASSISTANCE / DOCUMENTATION
SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Ferrysburg. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of 40 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.

2. Annually, perform a minimum of 286 initial inspections and compliance inspections at individual residential properties served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.

3. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.

4. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.

5. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.

6. Submit comprehensive management reports on a quarterly basis.

7. Conduct an annual review meeting to discuss overall program status and recommendations.

8. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection. A total of 960 vacuum breakers will be provided over the contract term. Additional vacuum breakers may be purchased by the City if needed.


10. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.

11. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

| Monthly Amount: $ 2,525.00 | Annual Amount: $ 30,300.00 | Contract Total: $ 60,600.00 |

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of $ 2,525.00
PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this DATE by and between the City of Ferrysburg, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities
• Establish facility inspection schedule
• Review/establish procedures and protocol for addressing specific hazards
• Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
• Review/establish program reporting procedures including electronic reporting tools
• Review/establish educational and public awareness brochures

2.2 **INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

• *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
• *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
• *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).

2.3 **INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 **PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

• Prioritize and schedule inspections
• Notify users of inspections, backflow device installation and testing requirements if applicable
• Monitor inspection compliance using the HydroCorp online software management program.
• Maintain program to comply with all EGLE regulations

2.5 **MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

• Name, location and date of inspections
• Number of facilities inspected/surveyed
• Number of facilities compliant/non-compliant

2.6 **REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

• Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
• Penalties for noncompliance.
2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified. A total of 960 vacuum breakers will be included during the contract term. Additional vacuum breakers can be purchased by the Utility if needed.

2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.

2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily
- Residential

**Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner’s expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of 80 Non-Residential and 512 Residential total inspections over a two – (2) year contract period. The total inspections include all initial inspections, compliance and re-inspections. **Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.**

2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing/Residential Codes cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily and public authority facilities.

2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.

2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.

2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 1,300 cross-connection control educational brochures for the duration of the Agreement.

2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers’ compensation and errors and omissions insurance naming the Utility as an additional insured if required.
ARTICLE III. Responsibilities of the Utility

3.1 UTILITY’S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative (“Authorized Representative”) to administer this Agreement.

3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of $80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.

3.5 LETTERHEAD/LOGO. The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

4.1 TERM AND TERMINATION TERM. Services by HydroCorp under this Agreement shall commence on ______________ and end two – (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.

4.2 RENEWAL. Upon the expiration of the original term (or renewal term), unless either party provides written notice of termination not less than sixty (60) days prior to the expiration of the initial term (or any such renewal term), this Agreement shall automatically renew for a one (1) year term. Any increases in pricing for each of the renewal terms will be equal to the Consumer Price Index as measured in the Detroit-Warren-Dearborn area at the time of renewal or 4 %, whichever is less.

4.3 TERMINATION. The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.

4.4 BASE COMPENSATION. The Utility shall pay HydroCorp as compensation (“Base Compensation”) for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, $2,525.00 per month, $30,300.00 annually, for a two year contract total of $60,600.00. Completed inspections shall consist of all initial inspections, re-inspections and compliance inspections as defined in section 2.2.
4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1 1/2) percent per month on the unpaid balance.

4.6 **CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility’s water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

4.7 **CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.

4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 **CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

**ARTICLE V. Risk Management and General Provisions**

5.1 **INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
5.2 **HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage’s and limits:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability</td>
<td>$1 Million</td>
<td>$2 Million</td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$5 Million</td>
<td>$5 Million</td>
</tr>
<tr>
<td>Automobile Liability (Combined Single Limit)</td>
<td>$1 Million</td>
<td></td>
</tr>
<tr>
<td>Worker’s Compensation/ Employer’s Liability</td>
<td>$1 Million</td>
<td></td>
</tr>
<tr>
<td>Errors and Omissions</td>
<td>$2 Million</td>
<td>$2 Million</td>
</tr>
</tbody>
</table>

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.3 **UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.

5.4 **RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.5 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.6 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.7 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.8 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.9 **FORCE MAJEURE.** A party’s performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.10 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.11 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.
5.12 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.13 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:
   HydroCorp  
c/o Mark Martin  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(248) 250-5005

If to Utility:
   City of Ferrysburg  
c/o Matthew P. Schindlbeck  
17290 Roosevelt  
P.O. Box 38  
Ferrysburg, MI 49409  
(616) 842-5950

5.15 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**City of Ferrysburg**

---

By:  
Title:

**HydroCorp**

By: Paul M. Patterson  
Its: Senior Vice President
Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 40,000 Cross Connection Control Inspections annually.
- HydroCorp tracks and manages over 45,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we serve.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its’ staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.
Matt Schindelbeck  
City of Ferrysburg  
17520 Ridge Ave  
PO Box 38  
Ferrysburg, MI 49409  

RE: BSI Online - Backflow Data Management Solution  

Dear Matt,  

I would like to thank you on behalf of Backflow Solutions, Inc. (BSI) for the potential opportunity to partner with your organization and submit a proposal to you and your team. We would be honored to grow our backflow family.  

We are headquartered in Illinois, with offices throughout North America. We currently administer backflow/cross-connection programs to 550+ water purveyors including many in Michigan.  

BSI Online distinguishes itself from competitors by providing transparency, real-time data, customer service, support, and security. BSI Online was developed with all stakeholders, water purveyors, water customers, backflow testers, and the environment in mind. Our program provides the Water Purveyor with all the tools necessary for success, including 24/7/365 access to program documents (letters, submitted test reports, etc.), emailed program notifications, and real-time reports. With our online test entry, our solution virtually eliminates the need for paper tests to be submitted to the Water Purveyor or BSI by testing companies. Testing companies can also upload their credentials online, eliminating paper copies to be sent.  

BSI understands your need for program availability and security. Our program is hosted by Amazon Web Services (AWS), providing the Water Purveyor with assurance their data will always be protected but accessible. We have security protocols and standards in place externally and internally. More detail can be found in the IT Statement in the following pages of the proposal. We also protect the Water Purveyor with a Cyber Security insurance policy, valued above and beyond industry standard.  

We look forward to the potential partnership and welcoming your team to the BSI Online backflow family.  

Sincerely,  

Melissa Joyce  
Director of Sales  
P: 708-761-4522  
F: 888-414-4990  
mjoyce@backflow.com  

BSI Online  
12609 S Laramie Ave  
Alsip, IL 60803  
Federal ID Number: 37-1457245  

March 1, 2022
Tracking Scope of Work

Data Transition - BSI will prep your electronic file for import into the BSI Online system, as long as we receive the following formats: CSV, XLS, XLXS or paper records.

Notifications & Archived Copies - BSI sends up to 2 customizable letters through the USPS from our office on behalf of the Water Purveyor, furnished with the Water Purveyor’s logo. The timing and wording of the letters can be customized.

BSI is extremely transparent. You can see all notifications generated and sent by our program. They are time stamped under each property address for you to see 24/7/365.

Additional Notifications - To help increase compliance, we have a Letter Template Feature, which is used by 90% of our customers to create, generate, print & mail their own compliance or enforcement letter.

Dashboard and Real-Time Reporting - Unlike other systems that only provide periodic reporting, BSI Online provides real-time data and customizable reports. All information is available to you 24/7/365. This data can be manipulated, filtered, and sorted any way you need. In addition, in our reporting tab, we have pre-populated queried reports such as your monthly EPA report you can click and export. All reports can be viewed in the system or downloaded into a CSV format.

Program Users - The Water Purveyor has unlimited access to data and can have an unlimited number of simultaneous users. Our program allows each user to have different roles and permissions. This way the information, notifications and permissions can be granted or restricted based on the Water Purveyor’s needs.

Online Test Submittal - Cloud-based, real-time submittal process for testers. Program can be accessed anywhere, whether the tester is in the field or at their office.

Validation of Test Results – Each test form is globally coded to compute based on State standards per device type. BSI Online automatically computes if a test passes/fails based on those set standards and the readings entered by the tester. Upon submission, a copy of the test is sent via email to the Water Purveyor and the Water Purveyor’s data is updated...instantly. BSI also stores copies of the test on the tester side and Water Purveyor side of the program.
Validation of Tester Licenses/Test Gauge Calibrations - BSI verifies with the Water Purveyor all pertinent credentials being tracked for both testers and testing companies. We track the expiration date of credentials, turning from green to red the closer it is to expiration. Once red, the tester is locked out from entering tests until an updated copy is uploaded into the system or sent to our office for vetting. This proactive approach is integral to the integrity of your program.

Personalized Service & Support - We provide unlimited customer service/support for the Water Purveyor, testing companies, and water customers, for the life of the contract, without additional support fees. Our well-trained staff is available to answer inquiries, lifting the burden off your staff. The Water Purveyor is also assigned an account manager dedicated to your program's success.

Web Portal for Water Customers - The water customer is an integral part of your backflow tracking program. On all notifications to water customers, they have a unique identifier, a Customer Confirmation Number or CCN, on the top right of their notifications. They can use their CCN to look up a list of local, certified backflow testers on our website who meet the criteria set by the Water Purveyor or find out if their backflow test was entered by their contractor.

IT Support - Our 8 in-house IT staff members are always available to identify and resolve any issues that may arise. We can easily troubleshoot any issue users are experiencing in the program and start working on a resolution immediately.

Support Log & Security - Our system is built on the foundation of accountability and transparency. All transactions are time stamped with usernames. Each interaction with your backflow program is fully auditable and accessible to you at any time. Whether it is a contact with the Water Purveyor, the testing community, or a water customer, you are always able to continuously monitor your program. The Water Purveyor is always able to monitor and stay up to date with any issues, comments, or concerns.

Why have software 9-5 when you can have BSI 24/7?
Annual Tracking Pricing Packages

Tier 1: Standard
$495 / $15.95 per test
2 notifications (initial and overdue)

Tier 2: Gold
$995 / $16.95 per test
3 notifications (initial, overdue, & auto failed)

Tier 3: Platinum
$1,995 / $18.95 per test
4 notifications (initial, overdue, final notice, & auto failed)

Tier 4: Diamond
$1,995 / $20.95 per test
2 notifications (initial and overdue) and FOG (one annual notification)

*Additional funds added to the filing fee above will be rebated back to the Water Purveyor monthly, less 5% processing fees.

^Price per test is traditionally paid by the backflow assembly tester but can be paid by the Water Purveyor.

+Data migration fee may incur for paper records or file formats outside of: CSV, XLS, XLXS format. Fees range from $500 - $4,000 depending on the number of estimated assemblies.
Additional Services

Mail Surveys

1. Turnkey Service - $5.00 per address + $500 implementation cost
   a. This option includes printing, mailing, and cataloging of all results.
   b. Customers will receive (1) survey form mailed via USPS First Class mail.
   c. A comprehensive report will be furnished to the Water Purveyor upon completion.
   d. If backflow assembly data is acquired from the survey responses, BSI can add those to the online database upon the Water Purveyor's approval.

2. BSI Cataloging Only - $3.50 per result
   a. With this option, the Water Purveyor can print and distribute your own survey.
   b. All electronic and mail responses will be returned to BSI to catalog results.
   c. A comprehensive report will be furnished to the Water Purveyor upon completion.
   d. Total cost based on returned results.

3. Custom URL Only - $900.00
   a. As a BSI backflow tracking customer, we can provide templates to perform the survey internally.
   b. All responses will be forwarded to the Water Purveyor to catalog.

Remediation

$995 startup fee
$5.00 per address

1. Send an initial (1) letter instructing the property owner to comply with the requirements.
2. If the proper action is not taken by the time frame the Water Purveyor determines, we will send one (1) additional follow up notice.
3. This data will be stored in a separate database online for you to access all accounts, activity, and compliance status.
4. Once the property complies, they will be moved into your annual tracking database.

Inspections

Non-Residential Inspection (Commercial, Industrial, Institutional) - $200 per metered connection
Residential Sidewalk Inspection - $20 per property

Residential Sidewalk Inspections consist of an inspector walking on the sidewalk OUTSIDE of homes/properties. We will only be able to document what we can see from the sidewalk/ exterior of the residential property. Our team is looking for sprinkler heads for irrigation systems, wells, etc. BSI does not have authority or jurisdiction to enter private residences for verification of any cross-connections that might be inside the home/property.

Non-Residential Inspection consist of an inspector walking the entire building, tracing pipes and connections to the potable water supply. We will document any existing assemblies, document any cross-connections found that are not protected and document the corrective actions required to bring those cross-connections into compliance.

1. Licensed, experienced staff.
2. Customer service and support.
3. Insurance.
4. Notification to property before and after inspection.
5. USC, TREEO, ASSE, and AWWA Certified Project Manager.

The advantages of outsourcing a project such as this are many. Some of the most notable advantages include:

a. **Experienced Field Staff** – Whereas the Water Purveyor would most likely be required to add field personnel (including training), our team already possess seasoned and experienced inspectors that will expertly conduct your backflow inspections. All our field personnel are licensed in conducting backflow inspections. Perhaps the most important attribute of our inspectors is the knowledge they possess. It is easy to conduct a backflow inspection of a toy store that has a toilet and sink; however, it is quite another matter to inspect a hospital or even a grocery store.

b. **Office Personnel** – The BSI team is ready to assist you with all office time related to this project. We have a team of friendly and knowledgeable customer service agents that will work with your customers throughout the duration of this project. Backflow inspections, particularly when they are being done for the first time, tend to elicit at large number of questions from your water customers (i.e., What is backflow? Why do I have to do this? Who can install my backflow device?). Our team is experienced in answering all the questions your customers will have. We also work closely with the backflow testers and plumbers who will be performing install and testing work, as well as with the Water Purveyor personnel who will be involved with this project.

c. **Oversight and Insurance** – Our inspection team is led by our Director of Field Operations, Jody Hill. Jody is a mechanical engineer and former water operator with over 20 years’ experience in backflow. Jody reviews each inspection to ensure consistency and accuracy. Since backflow inspections deal directly with the health of your populace, it is important to not just get them right, but also to protect the Water Purveyor from any liability. BSI carries large insurance policies, including General Liability, Crime, Errors and Omissions, and a $5 million-dollar umbrella policy.

d. **Notifications** – Backflow inspections require constant communication with your customers. BSI will alert each property that an inspector will be arriving to perform inspections and will also follow-up each inspection with a detailed inspection report sent to your customers. These reports can include remediation specification and a time frame to have work completed (at the discretion of the Water Purveyor).

e. **Inspections** – All inspections will be a “boots on the ground” field inspection to inventory existing backflow information and identify deficiencies. Remediation will be specified in accordance with both the Water Purveyor and State regulations.

f. **Reports** – BSI will furnish necessary reports for your team.

To summarize, outsourcing to BSI will provide you with experienced staff who will conduct your project in a professional manner. Best of all, when the project is complete, you are not left with excess staff that you must try to re-task on other projects.

**FOG**

$1,500 initial start-up cost per 100 properties
$2,000 annually per 100 properties.

1. One (1) notification annually to property.
2. Online manifest entry by haulers or property.
3. Customer service and support.
4. Simplified reporting and exporting (CSV format) functions of real-time data.
CCC Program Review and Consultation
$3,500 one-time (typically year 1) or annual retainer
1. Ordinance creation, review, editing, and/or consultation.
2. Creation of public education documents.
3. Review of processes and program procedures to help make more efficient and with the goal of increasing compliance.

IT Summary

Introduction
BSI utilizes Amazon Web Services ("AWS") infrastructure for its online tracking program. AWS delivers a scalable cloud computing platform with high availability and dependability. Helping to protect the confidentiality, integrity, and availability of its customers' systems and data with the utmost importance, as well as maintaining customer trust and confidence.

Shared Security Responsibility Model
BSI and AWS share the responsibility of securing data and systems. AWS is responsible for securing the underlying infrastructure that supports the cloud, and BSI is responsible for data and systems that are stored and operated on the cloud.

AWS Responsibilities and Global Infrastructure

Compliance Program
AWS has a robust compliance program that enables BSI to incorporate the securing of data and systems for our customers. The IT infrastructure that AWS provides to its customers is designed and managed in alignment with security best practices and a variety of IT security standards, including: SOC 1/SSAE 16/ISAE 3402 (formerly SAS 70), SOC 2, SOC 3, FISMA, DIACAP, FedRAMP, DOD CSM Levels 1-5, PCI DSS Level 1, ISO 9001/ISO 27001, ITAR, FIPS 140-2, and MTCS Level 3. More about AWS Compliance Program can be found at (https://aws.amazon.com/compliance/).

Physical and Environmental Security
AWS's data centers are state of the art, utilizing innovative architectural and engineering approaches. AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. All physical access to data centers by AWS employees is logged and audited routinely.

Fire Detection and Suppression
Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.

Power
The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide back-up power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide back-up power for the entire facility.
Climate and Temperature

Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.

Management

AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.

BSI Responsibilities and Practices

BSI incorporates best practices as laid out by AWS Security Best Practices found here. Some of those practices are as listed, but not limited to: IAM Central User Management, Multi-Factor Authentication, Authorized SSH Keys, and IAM Roles and Access Keys.

Operational Practices

BSI incorporates a number of policies and procedures and utilizes industry leading software and hardware to protect our customers data and privacy. These measures are routinely vetted and iterated upon to make sure we keep up to date with the best practices of the industry.

Vulnerability Procedures

We make sure that all aspects of our business are kept secure from a variety of vulnerability tests. We utilize scanners, antivirus, and malware software to provide updated reports and quarantining of vulnerabilities. We subscribe to industry standard reporting services to give us up to the minute information on security patches and zero day vulnerabilities. We employ data destruction standards for all of our Classification Level 2 data and destroy that data as per DIN 66399 standards. We run awareness programs to keep our staff educated on avoiding vulnerability threats such as phishing and password insecurity.

Protocols and Standards

BSI utilizes best practices in the development and maintenance of their online program. These protocols and standards are as listed, but not limited to: SSL Encryption 2048 bit RSA keys with AES-256 bit encryption, SQL Injection Prevention, Password Hashing, Code Review and Change Management, Cross Site Forgery Protection, and Validation and Sanitization of Input.

Canadian Program

BSI makes use of AWS’s Canadian Region to comply with Canada’s Personal Information Protection and Electronic Documents Act (PIPEDA). Our Canadian office is in Coquitlam, BC. BSI adheres to the privacy laws of Canada. All personal information is hosted in Canada.

AWS Canadian servers are in located in Montreal.
SUBSCRIPTION AGREEMENT

Effective this _____ day of ___________, 20___, Backflow Solutions, Inc. (BSI Online), an Illinois corporation ("BSI") and the City of Ferrysburg, Michigan (the "Water Purveyor") hereby enter into an online subscription agreement whereby BSI will perform certain notification and data management functions on behalf of the Water Purveyor. The Water Purveyor will provide BSI with the information described hereafter and require all companies performing backflow assembly tests within the Water Purveyor's jurisdiction, submit test results online to BSI.

1. BSI Responsibilities for Annual Tracking.
   a. Maintain the secure online database to ensure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where testers shall input all data related to backflow tests performed in the Water Purveyor's jurisdiction.
   b. Send up to two (2) notices, Test Due Notice and Overdue Notice, to water customers that have testable assemblies, advising them that their assembly is due for testing. The Test Due Notice shall be mailed approximately 30 days prior to the scheduled test date. The Overdue Notice shall be sent after the test date has passed if backflow test results have not been entered to the online database.
   c. BSI to provide the Water Purveyor with reports, access to data always, and an unlimited number of users.

2. Water Purveyor Responsibilities for Annual Tracking.
   a. Provide BSI with the most current backflow assemblies test records in a CSV, XLS, or XLXS format. Any format outside of those listed incurs a data migration charge and will be detailed in the cost clause of this contract, if applicable.
   b. Provide BSI with a point of contact for program questions, comments, and/or concerns while contracted with BSI.

3. Annual Tracking Costs.
   a. The Water Purveyor opts for Tier 1: Standard or $495.00 annually.
   b. BSI to charge Water Purveyor a one-time charge of $0.00 for data migration.
   c. The Water Purveyor acknowledges and agrees that to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the online database the data entry charge of $15.95 per report shall be paid by the tester prior to uploading the test data to the online database.

4. Additional Services Costs.
   a. Non-Residential Inspection (Commercial, Industrial, Institutional) - $200 per metered connection
   b. Residential Sidewalk Inspection - $20 per property

5. Termination. If you wish to discontinue services provided, we require 30 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BACKFLOW SOLUTIONS, INC.,
An Illinois corporation

By: ________________________________
Name: Melissa Joyce
Title: Director of Sales
Address: 12068 South Laramie Ave.
Alsip, Illinois 60803

a body politic and corporate

By: ________________________________
Name: ________________________________
Title: ________________________________
Address: ________________________________
March 2, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Chamber Economic Development Services Contract

Attached is a draft contract from the Chamber to provide Economic Development Services for the City of Ferrysburg. The Chamber provides Economic Development Services for the five (5) area communities and the current contract will expire on September 30, 2022.

The draft contract contains the formula used to calculate communities’ cost. The 2016-2019 contract, Ferrysburg paid 7.33% of the cost, the 2019-2022 contract the City paid 7% of the contract cost, and the 2022-2025 contract has the City responsible for 7% of the cost. The cost will increase in 2023 and 2024 by the Inflation Rate Multiplier.

c: Jessie Wagenmaker, City Clerk
CITY OF FERRYSBURG
ECONOMIC DEVELOPMENT SERVICES CONTRACT

THIS CONTRACT, dated for reference purposes as of October 1, 2022 is by and among the Chamber of Commerce of Grand Haven, Spring Lake and Ferrysburg (The Chamber), a Michigan nonprofit corporation, whose address is One South Harbor, P.O. Box 509, Grand Haven, Michigan 49417-0509, and CITY OF FERRYSBURG, a Michigan municipal corporation, whose address is 17290 Roosevelt Road Ferrysburg, MI 49409 (referred to individually as a "Governmental Unit"), and is made with reference to the following facts and circumstances:

A. The Governmental Unit is authorized by Michigan law to undertake economic development activities; and

B. The Chamber is a nonprofit corporation that is able to provide economic development services to the Governmental Unit.

In consideration of the mutual covenants and agreements contained in this Contract, IT IS AGREED AS FOLLOWS:

1. General Agreement. The Governmental Unit hereby contract with The Chamber to provide general economic development services to the Governmental Unit and the geographical region in which they are located, including projects and activities in tourism, agriculture, commercial, retail, financial and industrial.

2. Scope of Service Priorities. In addition to general economic development services, the Chamber shall focus its efforts towards the following activities:

   a. Business Retention Calls: The Chamber shall complete a business retention call upon each industry within the City. A written report regarding these calls shall be shared with the City, excluding any confidential information.

   b. The Chamber shall annually review with the City Manager available economic development grant programs through the State of Michigan and jointly determine whether any grants should be pursued during the coming year.

   c. The Chamber shall provide grant writing service and/or assistance for any economic development grant application that the City determines should be pursued.
d. The Chamber shall appear before the City Council twice each calendar year as desired by the City and provide an update of its economic development services.

3. **Payment for Services.** In payment of the services to be provided pursuant to this Contract, the governmental Unit shall pay such amount as shall be determined annually by The Chamber board provided, however, that in no event shall this annual amount exceed the amounts mutually agreed upon between The Chamber and the Governmental Unit. The maximum amount for the first year will be $106,737.00. The amount for the second year and third years will be determined by the State Tax Commissions "Inflation Rate Multiplier" applied to the previous year contract amount.

All charges of The Chamber for services pursuant to this Contract shall be allocated between the Governmental Unit as follows:

<table>
<thead>
<tr>
<th>City Name</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Ferrysburg</td>
<td>7% *</td>
</tr>
<tr>
<td>City of Grand Haven</td>
<td>25%</td>
</tr>
<tr>
<td>Grand Haven Charter Township</td>
<td>32%</td>
</tr>
<tr>
<td>Spring Lake Township</td>
<td>31%</td>
</tr>
<tr>
<td>Village of Spring Lake</td>
<td>5%</td>
</tr>
</tbody>
</table>

Amounts due the Chamber from the Governmental Unit pursuant to this Contract shall be invoiced annually in advance. All invoices shall be paid within thirty (30) days of their date.

4. **Reporting.** The Governmental Unit shall receive the same quarterly reports, i.e. activity reports, minutes, committee reports and other pieces of information, as are presently provided to members of The Chamber Board of Directors.

5. **Term.** This Contract shall have a three (3) year term. This contract may be renewed by mutual written agreement of all of the parties for an additional term or terms, the duration of which shall be specified in such agreement.

6. **Termination.** This Contract may be terminated at any time by mutual agreement or by either party after ninety (90) days prior written notice to the other. Reason for a unilateral termination may include any of the following:

a. Failure to Perform: If the Chamber fails to complete or make good faith efforts to complete the tasks specified in the Scope of Economic Development Services or its reporting requirements under Subsection three (3), the contract may be terminated by the governmental unit. However, the Chamber may seek to
remedy any failure to perform during the ninety (90) days notice period and, if governmental unit determines that the remedy is sufficient, the notice shall be null and void.

b. Budget Constraints: The Chamber acknowledges that the governmental unit’s revenues are subject to sharp fluctuations and that should the governmental unit experience a significant revenue drop in any of its General Fund revenue sources that the governmental unit shall have, at its sole discretion, the ability to terminate the contract upon ninety (90) days notice. During the ninety (90) days notice period the parties shall make good faith efforts to review alternatives to termination including continuing or modifying the contract at a rate less than that specified in Subsection Two (2). If the parties mutually agree to an alternative to termination, the notice shall be null and void.

c. Political or Developmental Issues: If the Chamber adopts political position or acts upon a development issue that the governmental unit Board believes is contrary to or in opposition of a decision by the governmental unit, the contract may be terminated by the governmental unit. During the ninety (90) day notice period the parties shall make good faith efforts to resolve the conflict. If the parties mutually agree to actions that resolve the conflict, the termination shall be null and void.

7. Independent Contractor. In the performance of the services to be provided pursuant to this Contract, it is mutually agreed that The Chamber shall be and at all times is acting and performing as an independent contractor.

8. Effective Date. This Contract shall be effective on October 1, 2022.

9. Miscellaneous. This Contract and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All notices and other documents to be serviced or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of the Contract. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract.

This Contract represents the entire understanding and agreement between the parties
hereto. All prior oral or written understandings and agreements are specifically merged herein. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this contract and no other person shall have the right to enforce any of the provisions contained herein. All amendments to this Contract shall be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Signed in presence of:

Witness

CHAMBER OF COMMERCE,
A Michigan nonprofit corporation

By: ____________________________
   Its: Chamber Board Chair

By: ____________________________
   Its: Chamber Board President

Dated: ________________________, 2022

CITY OF FERRYSBURG
Michigan Municipal Corporation

Witness

By: ____________________________
   Its: City of Ferrysburg Mayor

By: ____________________________
   Its: City of Ferrysburg Clerk

Dated: ________________________, 2022

* 2022-23 = $7,469.00
## 2022 Chamber of Commerce Economic Development Contract Calculations

<table>
<thead>
<tr>
<th></th>
<th>Total Taxable Value</th>
<th>Residential</th>
<th>Non-Residential</th>
<th>Census 2020 Population</th>
</tr>
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<tr>
<td>City of Grand Haven</td>
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<td>Total</td>
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<td>$939,709,654</td>
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<table>
<thead>
<tr>
<th></th>
<th>Residential</th>
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<th>Average</th>
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<tr>
<td>City of Grand Haven</td>
<td>23%</td>
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<tr>
<td>Grand Haven Township</td>
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<td>36%</td>
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<tr>
<td>Village of Spring Lake</td>
<td>5%</td>
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<td>5%</td>
</tr>
<tr>
<td>Spring Lake Township</td>
<td>32%</td>
<td>35%</td>
<td>31%</td>
</tr>
<tr>
<td>Ferrysburg</td>
<td>7%</td>
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<tr>
<td></td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
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</table>

### 2021.22 Rate
- $103,327

### 2021 Inflation Multiplier
- 1.033
- $106,737

### New Rates
- City of Grand Haven: $26,447.82
- Grand Haven Township: $34,376.91
- Village of Spring Lake: $5,689.76
- Spring Lake Township: $32,752.97
- Ferrysburg: $7,469.33
- Total: $106,737

### Inflation Rate Multiplier History

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<th>Multiplier</th>
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<td>2011</td>
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<tr>
<td>2021</td>
<td>1.033</td>
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March 1, 2022

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:

- 2022-2023 City Budget

cc: Jessie Wagenmaker, City Clerk