FERRYSBURG CITY COUNCIL MEETING

AGENDA

MONDAY, MAY 2, 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 April 18, 2022, City Council meeting minutes as printed.

7. New Business:
   a. Discussion, and to take action if appropriate, to adopt Ordinance No. 321, an ordinance to amend City Code, Chapter 154 Zoning, to amend Article 3, General Provisions, Sections 3.190 b), c), d), and e) to reorganize paragraphs and allow for additional front yard recreational vehicle placement exceptions.

   b. Discussion, and to take action if appropriate, to adopt Ordinance No. 322, an ordinance to amend City Code, Chapter 154 Zoning, amendment to Article 2, Definitions, Section 2.20 to add the definitions of flag, permanent flagpole, and temporary flag pole; an amendment to Article 3, General Provisions, Section 3.130 to regulate flag and flagpole placement, size, and number; and an amendment to Article 7, Signs, Sections 7.20 and 7.30 to strike references to flags within signage regulations.

   c. Discussion, and to take action if appropriate, to approve/not approve a proposal from ________ for $________ to construct to 288 lineal feet of seawall at Wm. Ferry Park.

   d. Discussion, and to take action if appropriate, to place on the June 6 City Council agenda, consideration to adopt a proposed resolution regarding to continue to lease a portion of the premises at 17520 Ridge Avenue to Walden Green Montessori, 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 May 2, 2022, meeting of the City Council be published in the Grand Haven Tribune.

   e. Discussion, and to take action if appropriate to adopt a resolution approving MDOT contract No. 22-5144 between MDOT and the City regarding a $628,160 grant for the Dogwood Drive Project, and to authorize the Mayor and City Clerk to sign the contract.

   f. Discussion, and to take action if appropriate, to approve the expenditure of Mayor Pro Tem O’Donnell to attend the Change of Command for the Coast Guard Commandant.

   g. Discussion, and to take action if appropriate, to schedule a work session as a regular agenda item on May 16.

8. Public Comments:

9. Reports:  City Manager

               City Council Members

               Mayor

10. Adjournment
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, City Clerk Wagenmaker, and 2 citizens.

22-057 Moved by Council Member Cate, seconded by Council Member O’Donnell, to approve the April 4, 2022, City Council meeting minutes as printed. The motion passed unanimously.

22-058 Moved by Council Member Cate, seconded by Council Member O’Donnell, to adopt a Performance Resolution for the City to conduct various activities in the State Highway right-of-way. The motion passed unanimously.

22-059 Ordinance No. 321, an ordinance to amend City Code, Chapter 154 Zoning, to amend Article 3, General Provisions, Section 1.190 b), c), d), and e) to reorganize paragraphs and allow for additional front yard recreational vehicle placement exceptions, was introduced on first reading.

22-060 Ordinance No. 322, an ordinance to amend City Code, Chapter 154 Zoning, amendment to Article 2, Definitions, Section 2.20 to add definitions of flag, permanent flagpole, and temporary flagpole; an amendment to Article 3, General Provisions, Section 3.130 to regulate flag and flagpole placement, size, and number; and an amendment to Article 7, Signs, Sections 7.20 and 7.30 to strike references to flags within signage regulations, was introduced on first reading.

22-061 Council Members discussed Investments. The consensus of members was to further research investment opportunities.

22-062 Council Members discussed allowing E-bikes on the City’s bike paths. The consensus of members was to have an ordinance drafted for later consideration.

22-063 Council Members discussed the Proposed 2022-2023 City Budget. The consensus of members was to schedule a public hearing to discuss the Proposed 2022-2023 City Budget at the May 16, 2022, City Council Meeting.

The City Manager, the City Council Members, and the Mayor reported on several current items.
CITY OF FERRYSBURG
CITY COUNCIL MINUTES
APRIL 18, 2022

The meeting was adjourned at 8:44 PM.

Respectfully submitted,

Scott Blease
Mayor

Jessie Wagenmaker
City Clerk
April 12, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Draft Ordinance No. 321

At the August 12, 2021, Planning Commission meeting, a petition was submitted to allow small camping trailers and small watercraft vehicles to park in the front yard.

The Planning Commission discussed the petition and possible revisions to the Zoning Ordinance at their meetings since receiving the petition. At the April 7, 2022, meeting the Planning Commission held a public hearing on the draft ordinance which would permit the parking of small recreational vehicles in a front yard, with certain requirements. The Planning Commission made a recommendation to City Council to adopt the draft ordinance.

Also, as part of the review process, Section 3.190 was reorganized for clarity.

c: Jessie Wagenmaker, City Clerk
Ordinance No. ____
City of Ferrysburg

An Ordinance to amend the City Code by amending Chapter 154, Zoning, to amend Article 3, General Provisions, Section 3.190 to reorganize paragraphs and allow for additional front yard recreational vehicle placement exceptions.

THE CITY OF FERRYSBURG ORDAINS:

Section 1. Chapter 154 Zoning, Article 3, General Provisions, Section 3.190, is hereby amended to read in its entirety as follows (underline text for reference only- new language):

Section 3.190 Outdoor Placement of Motor Homes, Boats, and Recreational Type Vehicles and Use of Recreational Vehicles for Temporary Living Purposes

a) Purpose - The following regulations are intended to restrict the placement of certain vehicles, trailers and related appurtenances in the front yard and in select locations of side and rear yards. The restrictions on the placement have been determined necessary and appropriate in order to:
   1) Maintain the integrity of open space areas.
   2) Prevent neighborhood blight and ensure the safety of residents.
   3) Maintain property values.
   4) Ensure access to light and air and fulfill the Purposes of this Ordinance as detailed under Section 1.20.

In implementing the regulations of this section, it is recognized that residents, and their vacationing guests, periodically desire opportunity to use certain recreational vehicles and/or tents for temporary living purposes. Accordingly, this Section also provides standards governing the temporary use and occupancy of recreational vehicles and tents. To ensure the health, safety, and welfare of those occupying a recreational vehicle or tent, as well as to protect neighboring residents, the regulations are intended to be more stringent than those addressing the placement of non-occupied recreational vehicles and tents.

b) Regulations - The outdoor placement of motor homes, boats, other recreational vehicles, recreational vehicle trailers, and utility trailers and appurtenances on any residential lot or parcel, shall be subject to the following regulations:

1) Number - Except for recreational vehicles identified as exempt under subsection d), following, the outdoor placement of the above recreational vehicles and trailers shall be limited to two (2) as based on the following equivalency table:
<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Equivalency</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. One (1) boat on attendant trailer</td>
<td>1</td>
</tr>
<tr>
<td>b. One (1) self-propelled motor home</td>
<td>1</td>
</tr>
<tr>
<td>c. One (1) fifth wheel motor home</td>
<td>1</td>
</tr>
<tr>
<td>d. One (1) travel trailer</td>
<td>1</td>
</tr>
<tr>
<td>e. One (1) utility trailer</td>
<td>1</td>
</tr>
<tr>
<td>f. One (1) snowmobile on one (1) trailer</td>
<td>1</td>
</tr>
<tr>
<td>g. Multiple snowmobiles on one (1) trailer</td>
<td>1</td>
</tr>
<tr>
<td>h. One (1) jet ski on one (1) trailer</td>
<td>1</td>
</tr>
<tr>
<td>i. Multiple jet skis on one (1) trailer</td>
<td>1</td>
</tr>
<tr>
<td>j. One (1) motorcycle (non-licensed) on one (1) trailer</td>
<td>1</td>
</tr>
<tr>
<td>k. Multiple motorcycles on one trailer</td>
<td>1</td>
</tr>
<tr>
<td>l. One (1) empty boat trailer/R.V. trailer</td>
<td>1</td>
</tr>
<tr>
<td>m. Units comparable to the above</td>
<td>1</td>
</tr>
</tbody>
</table>

2) Boat Lifts - In addition to the allowed vehicles and trailers, one (1) boat lift is permitted on a waterfront lot where boats or jet skis are docked during the boating season, and shall not be counted toward the number of vehicles permitted. After boating season, if a boat lift is removed from the water it shall be stored in the waterfront yard, provided that no boat lift shall be stored less than five (5) feet from a side lot line.

3) A suitable covering in good condition shall be placed over all boats and other unenclosed recreational vehicles in order to deter vandalism or injury to the general public. The covering shall be properly secured to prevent unnecessary movement and/or noise caused by wind or other natural forces.

4) Except as noted in Paragraph e), following, all such vehicles and trailers shall be duly licensed as required by the State of Michigan to the residents of the parcel on which the vehicles and trailers are placed.

c) **Side and Rear Yard Placement.**

1) The placement of all such vehicles, trailers and appurtenances in the side and rear yards shall be subject to the setback standards of other accessory buildings, structures, and uses
as permitted and regulated, provided, however, in no instance shall the setback in a side yard be less than ten (10) feet (See Figure 3-10).

2) Setbacks greater than the above may be required if determined by the Zoning Administrator to be necessary for the health, safety, and welfare of the residents of the subject and neighboring properties. Similarly, the Zoning Administrator may authorize a reduction in a side yard setback, not less than three (3) feet from the property line, if the Administrator determines that a reduction is necessary to permit placement of a vehicle. In authorizing a reduction, the Zoning Administrator shall determine:

a. That placement of the vehicle as normally required is not possible due to a lack of space between the side lot line and adjoining structure;

b. That placement in another location on the site consistent with the standards of this Ordinance may not reasonably be achieved;

c. That the permitted reduction is limited to the minimum extent necessary to permit reasonable placement of the vehicle; and,

d. That the permitted reduction will not be detrimental to the health, safety, and welfare of adjacent property owners and residents.

3) A setback reduction shall only extend to the placement of vehicles regulated by the provisions of this Section. At any time the Zoning Administrator determines the conditions of an authorized reduction have been violated or that a reduction is no longer necessary to achieve compliance with the provisions of this Section, the Administrator shall cause the reduction to be rescinded.

d) Front Yard Placement Allowances and Exceptions.

1) Placement Prohibition - Except as provided for by this section, there shall be no placement in the front yard.

2) On a waterfront lot, the vehicle(s) may be stored in the front yard (between the street and the dwelling) only if fully screened, to a height of at least six (6) feet, by a garage, accessory structure, or a landscaped screen meeting the requirements of Section 3.130, g), 1). If located in the side or rear yard, the vehicle(s) shall meet the requirements of subparagraphs a and b above, but shall not be placed closer than 30 feet to the water line.

3) Permanent placement in the front yard of a non-waterfront lot shall be permitted only if the following are met:

a. The vehicle shall be placed a minimum of two hundred (200) feet from the front lot
line.

b. The vehicle shall not encroach on a required side yard setback.

c. The vehicle shall be positioned such that, where reasonably feasible, it shall be shielded from off-site view by natural vegetation or buildings existing on the site.

d. The vehicle shall be at least thirty five (35) feet from any dwelling unit located on an adjacent lot.

Determination of compliance with the above shall be made by the Zoning Administrator.

[Ordinance No. 265, 10/4/10]

4) Temporary Placement in the Front Yard for all Types of RVs, Boats and Trailers.

a. One (1) trailer, with attendant recreational vehicle(s) or boat placed thereon, or one (1) recreational camping unit (e.g. R.V., pop-up camper, etc.) may be temporarily placed in a driveway subject to this section.

b. No vehicle or trailer shall be placed in a location or manner that restricts the clear vision area of street intersections, driveway and street intersections, and alley and street intersections.

c. Vehicles and trailers shall be placed on the driveway serving the residential parcel.

d. No vehicle shall be placed in a public right-of-way unless the right-of-way legally authorizes it.

e. The vehicle shall be fully secured to deter unauthorized entry and/or vandalism.

f. The length of placement shall be limited to seven (7) consecutive days, provided, however, placement may occur at the rate of two (2) seven (7) day periods per month, but not to exceed six (6) periods per year.

g. The above temporary provisions shall not apply to parcels on which the vehicle is greater than two hundred (200) feet from the front lot line as regulated by this Ordinance.

5) Seasonal Front Yard Parking of Small Recreational Vehicles, Trailers, or Truck Bed Campers.

a. No more than one recreational vehicle, trailer, or truck bed camper shall be parked in a front yard and only on a hard-surfaced driveway that complies with side setback requirements.

b. The recreational vehicle, trailer, or truck bed camper shall be the property of the resident.

c. Front yard parking is permitted from May 1st to September 30th of each calendar year. Outside of this timeframe, recreational vehicle, trailer, or truck bed camper parking shall comply with all other requirements of Section 3.190.

d. The recreational vehicle, trailer, or truck bed camper shall be fully operational and in regular seasonal usage. Yearly storage of unused recreational vehicles, trailers, or truck bed campers is not permitted.
c. All components of the recreational vehicle, trailer, or truck bed camper, including towing components, shall be set back at least 10 feet from the public right-of-way and shall be located outside of the clear vision area required by Section 3.90 i).

d. The recreational vehicle, trailer, or truck bed camper shall be parked no further than 10 feet away from a detached garage or principal dwelling.

g. Size restrictions:
   1. Towable recreational vehicles shall be no longer than 18 feet, not including towing components, and no taller than eight and a half (8.5) feet. This requirement also applies to pop-up and tent campers in an open position.
   2. Boats shall not exceed 18 feet, not including motors and trailer towing components.
   3. Truck bed campers shall be no longer than 18 feet, not including the measurement of the truck.

6) Temporary Placement in Front Yard Not Entitled to A Non-Conforming Status - Temporary placement in the front yard as authorized under Paragraph d, above, shall be deemed a temporary condition and shall not receive a legal non-conforming status should this Ordinance be amended such that the provisions of this Section no longer remain valid. Moreover, should the Zoning Administrator determine that placement of the vehicle as approved represents a threat to the local health, safety, or welfare of the occupants of the subject site or occupants of neighboring parcels, the Administrator may, after written notice to the property owner and the passage of a thirty (30) day period, require the vehicle to be moved to a fully conforming location.

e) Use and Placement of Recreational Vehicles, Camping (Traveling) Trailers, and Tents for Temporary Living Purposes

1) Authorization and Length of Temporary Use - Recreational vehicles, camping trailers or tents may be used for temporary living purposes when accessory to single-family or two-family dwellings. Except as permitted under 2), below, the use shall only be permitted for a three (3) day period and for no more than one (1) period in any thirty (30) consecutive days.

2) Placement - While in use for temporary living purposes, recreational vehicles and tents shall be located according to the following:
   a. Recreational Vehicles and Camping Trailer – shall be subject to the placement requirements of this section.
   b. Tent - Shall be located in the rear yard of the lot or parcel of the dwelling to which the tent is accessory.

3) Number of Temporary Dwelling Units - Recreational vehicles, camping trailers, and tents used for temporary living purposes shall not exceed one (1) recreational vehicle or one (1) camping trailer, plus one (1) tent at any time. These amounts may be in addition to those provided for under Paragraph b), 1), of this section.

4) Extension of Use - Use of a recreational vehicle, camping trailer, or tent in excess of a three (3) day period may be permitted by the Zoning Administrator subject to the following:
a. Application Form - Application shall be made on a form supplied by the Zoning Administrator requesting the extension.

b. Inspection and Sanitary Requirements - The Zoning Administrator shall have the right to inspect the grounds upon which the temporary dwelling will be placed to ensure that adequate provisions have been made pursuant to potable water and sanitary needs.

c. Extension Limit - In no case shall the extended period exceed seven (7) days in any thirty (30) day period, nor shall the number of requests for extensions exceed two (2) in any one (1) year period.

5) Licensing Requirements - Recreational vehicles and camping trailers used for temporary dwelling purposes shall possess current license tags, which may include out-of-state tags.

6) Conditions - The Zoning Administrator reserves the right to place reasonable conditions on the request including, but not limited to, placement of the temporary dwelling, parking of associated vehicles, outside storage of camping and other equipment, noise abatement, trash collection, and other factors.

f) **Recreational Vehicles Exempt from Outside Placement Count** - Non-motorized recreational vehicles such as canoes, small sail boats, row boats, and paddle boats meeting all of the following standards shall not be counted as part of the maximum number of units that may be placed outdoors:

   1) Shall not exceed fourteen (14) feet in length.

   2) Shall not be located on a trailer.

   3) Shall be located in the rear yard.

   4) Shall be owned by the individuals residing in the premises upon which the exempt vehicles are placed.

Recreational vehicles stationed in the water shall also be exempt from the above count.

Section 2. This Ordinance was approved and adopted by the City Council on the ___ day of __________, 2022 and shall take effect upon publication in the Grand Haven Tribune, a newspaper of general circulation in the City of Ferrysburg.

__________________________
Scott Blease, Mayor

__________________________
Jessie Wagenmaker, City Clerk
CERTIFICATION

I, the undersigned City Clerk of the City of Ferrysburg, Ottawa County, Michigan, do hereby certify that the above Ordinance, or a summary thereof, was published in the Grand Haven Tribune, a newspaper of general circulation in the City on __________________, 2022.

Dated: _____________, 2022

__________________________
Craig Bessinger

From: David Jirousek <hcplanning@outlook.com>
Sent: Tuesday, April 26, 2022 11:23 AM
To: Craig Bessinger
Subject: RE: Flag Ordinance

Craig-

In my opinion, existing flag poles and yardarms would be legal nonconforming structures and could fly flags in the manner they were designed and intended.

Best regards,

David M. Jirousek, AICP
Community Planner
616-540-1794

From: Craig Bessinger <cbessinger@ferrysburg.org>
Sent: Wednesday, April 20, 2022 7:41 PM
To: David Jirousek <hcplanning@outlook.com>
Subject: RE: Flag Ordinance

Dave, this is from the Spring Lake Yacht Club.

Craig

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message--------
From: David Jirousek <hcplanning@outlook.com>
Date: 4/20/22 4:44 PM (GMT-05:00)
To: Craig Bessinger <cbessinger@ferrysburg.org>
Subject: RE: Flag Ordinance

Craig- Could you send photographs?

David M. Jirousek, AICP
Community Planner
616-540-1794

From: Craig Bessinger <cbessinger@ferrysburg.org>
Sent: Tuesday, April 19, 2022 9:33 AM
To: David Jirousek <hcplanning@outlook.com>
Subject: Flag Ordinance
April 12, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Draft Ordinance No. 322 - Flags

The City received a concern regarding the numbers of flags on a property. This was reviewed with the Planning Commission at the December meeting.

The Planning Commission discussed regulating the number of flags and flagpoles at their February and March meeting. At their April meeting, the Planning Commission held a public hearing on the attached draft ordinance and recommended to City Council to adopt the ordinance.

On page two, first column of the draft ordinance, two (2) temporary flagpoles, no longer than 6’ on residential properties, and one (1) permanent flagpole on residential properties would be permitted. The second column on page two are the regulations for non-residential properties.

c: Jessie Wagenmaker, City Clerk
Ordinance No. ____
City of Ferrysburg

An Ordinance to amend the City Code by amending Chapter 154, Zoning, to amend Article 2, Definitions, Section 2.20 to add the definitions of flag, permanent flagpole, and temporary flagpole; to amend Article 3, General Provisions, Section 3.130 e) to regulate flag and flagpole placement, size, and number; to amend Article 7, Signs, Sections 7.20 and 7.30 to strike references to flags within signage regulations.

THE CITY OF FERRYSBURG ORDAINS:

Section 1. Chapter 154 Zoning, Article 2, Definitions, Section 2.20, is hereby amended to include the following definitions inserted in alphabetical order:

- Flag: A fabric, bunting, or other flexible material designed to be mounted on a temporary or permanently mounted flagpole.

- Flagpole, permanent: A freestanding structure permanently mounted with a foundation on the ground and used for the sole purpose of displaying a flag or flags.

- Flagpole, temporary: A temporary pole which can be mounted on a structure or building, or affixed or driven into the ground, for the sole purpose of displaying a flag.

Section 2. Chapter 154 Zoning, Article 3, General Provisions, Section 3.130 Accessory Buildings, Structures and Uses, paragraph e), is hereby amended to read in its entirety as follows:

e) Flags and Flagpoles

1) Flags shall only be affixed to temporary or permanent flagpoles in accordance with this section.

2) Temporary Flagpoles and Flags. Building, structure, or yard mounted temporary flags are subject to the following requirements. In the case that a flagpole is structurally affixed to a building or structure in a permanent manner, the requirements are the same as for temporary flagpole and flag mounting on buildings or structures.
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Principal Use of Lot or Parcel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Residential</td>
</tr>
<tr>
<td>Maximum number of flagpoles</td>
<td>2</td>
</tr>
<tr>
<td>Maximum length of flagpole (ft.)</td>
<td>6</td>
</tr>
<tr>
<td>Maximum mounting height for building mounted flags</td>
<td>No higher than the highest point of the building on which it is mounted</td>
</tr>
<tr>
<td>Minimum setback of any part of the flagpole or flag from property lines (ft.)</td>
<td>10</td>
</tr>
<tr>
<td>Maximum flag size (s.f.)</td>
<td>15</td>
</tr>
<tr>
<td>Maximum number of flags per flagpole</td>
<td>1</td>
</tr>
</tbody>
</table>

3) Permanent Flagpoles and Flags.

a. Permanent flagpoles and attached flags are subject to the following requirements.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Principal Use of Lot or Parcel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Residential</td>
</tr>
<tr>
<td>Maximum number of freestanding flagpoles mounted on the ground</td>
<td>1</td>
</tr>
<tr>
<td>Maximum height (ft.)</td>
<td>35</td>
</tr>
<tr>
<td>Minimum setback of flagpole from property lines (ft.)</td>
<td>10</td>
</tr>
<tr>
<td>Maximum area of all flags on a flagpole (s.f.)</td>
<td>30</td>
</tr>
<tr>
<td>Maximum number of flags per flagpole</td>
<td>2</td>
</tr>
</tbody>
</table>

b. Height. The height shall be measured from the point at which the pole intersects with the ground (at finished grade) to the uppermost part of the pole, including any attachments or embellishments thereto. In the event the flagpole is placed on a raised foundation such as a raised cement pad, fence, constructed berm, architectural feature, or other constructed structure or feature, the height of the pole shall include the height of the raised foundation as measured from the elevation of the finished grade of the ground surface prior to placement of the raised foundation. (See Figure 3-6).
4) Material and Maintenance. Flags shall be of durable and weather-resistant material. Flags shall be maintained to ensure they remain free of deficiencies and firmly fastened to a permanent flagpole or temporary flagpole.

5) Commercial Advertising and Messages. Flags in residential zoning districts and residential property shall not be used to commercial advertise any product, service, or business.

6) A zoning or sign permit is not required for flags. Building permits for permanent flagpoles may be required.

---

**Figure 3-6: Permanent Flagpole Height**

Section 3. Chapter 154 Zoning, Article 7, Signs, Section 7.20 Definitions, paragraph d) Banner Sign, is hereby amended to read as follows:

**d) Banner Sign** - A fabric, plastic, or other sign made of non-rigid material without an enclosing structural framework. A banner sign includes pennants.

Section 4. Chapter 154 Zoning, Article 7, Signs, Section 7.30 General Sign Provisions, paragraph a) Permit Required to Install Sign Unless Exempted, subparagraph 7), which reads “7) Flags or insignia of any nation, state, city, community organization, or educational institution,” is hereby struck in its entirety, and subsequent subparagraphs renumbered accordingly.

Section 5. Chapter 154 Zoning, Article 7, Signs, Section 7.30 General Sign Provisions, paragraph k) Miscellaneous Signs, is hereby amended to read as follows:

**k) Miscellaneous Signs** - Balloons, strings of light bulbs, pennants, and streamers hung overhead to draw attention to a business or its merchandise on display shall be prohibited.

Section 6. This Ordinance was approved and adopted by the City Council on the day of __________, 2022 and shall take effect upon publication in the Grand Haven Tribune, a newspaper of general circulation in the City of Ferrysburg.
CERTIFICATION

I, the undersigned City Clerk of the City of Ferrysburg, Ottawa County, Michigan, do hereby certify that the above Ordinance, or a summary thereof, was published in the *Grand Haven Tribune*, a newspaper of general circulation in the City on______________, 2022.

Dated:______________, 2022
April 27, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Seawall Bids

On March 23, we sent out an Invitation to Bid to six (6) contractors with bids being due April 19, 10AM. A bid was received at 3:27PM on April 19, a bid was received on April 27, 9:07 AM and another bid was received on April 27, 1:08PM.

None of the bids were submitted in a sealed envelope addressed to the City Clerk.

Public Services Supervisor Matt Schindlbeck contacted other contractors who did not bid the project, and they stated contractors could not get pricing on aluminum.

Staff is recommending the bids received be rejected, the bid package be revised, and the project be rebid.

c: Matt Schindlbeck, Public Services Supervisor
   Jessie Wagenmaker, City Clerk
April 27, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Walden Green Montessori

Walden Green Montessori has leased space here in the City Hall Building since 2006. Their lease expires on June 15, 2022 and have requested to have the lease extended.

The draft lease is to use the gym and room 13/media center for band. The gym is typically used for 3 hours Tuesday through Thursday and the band room is typically used daily. The lease is for one year, with the option for two (2) one (1) year renewals. The proposed annual rent for the two (2) rooms is $1,600.00

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 leased space in the City Hall building to Walden Green Montessori since 2006, and

WHEREAS, the City has received an offer from Walden Green Montessori to continue leasing space 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 Walden Green Montessori 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 _____________.

Yea: __________

Nay: __________

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
April 27, 2022

TO:        Mayor and City Council Members
FROM:      Craig Bessinger, City Manager
RE:        Walden Green Montessori

Walden Green Montessori has leased space here in the City Hall Building since 2006. Their lease expires on June 15, 2022 and have requested to have the lease extended.

The draft lease is to use the gym and room 13/media center for band. The lease is for one year, with the option for two (2) one (1) year renewals. The proposed annual rent for the two (2) rooms is $1,600.00


c:        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 Walden Green Montessori, 17339 Roosevelt Road, 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 13 on Attachment 1.
   - Non-exclusive use of the gymnasium.
   - 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 August 29, 2022, and will continue until midnight June 15, 2023, at which time the lease will terminate. The Tenant may elect to extend the term of this lease twice, for one (1) additional consecutive term of one (1) year expiring on June 15, 2024. To exercise the right to extend the lease the Tenant shall give written notice to the City Manager not later than May 31, 2023. The second additional consecutive term of one (1) year expiring on June 15, 2025. To exercise the right to extend the lease the Tenant shall give written notice to the City Manager not later than May 31, 2024. 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 One Thousand Six Hundred and no/100 ($1,600.00) dollars. Rent during the extension term is covered in Section 3 above.

5. Security Deposit. A security deposit of $100.00 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 gym classes and band classes during the school year 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.

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.**

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

    14.2 **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.

    14.3 **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 ensuring 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 be 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: ______________________

Mark Roessing, Walden Green Montessori

CITY OF FERRYSBURG

Date: ______________________ by: ______________________

Scott Blease, Mayor

Date: ______________________ by: ______________________

Jessie Wagenmaker, City Clerk
April 26, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Dogwood Drive Project

The City will receive Federal Funds for the Dogwood Drive Project. These funds have been approved through the West Michigan Shoreline Regional Development Commission Metropolitan Planning Organization.

As these funds flow from the Federal level to the State level, the contractor will have a contract with MDOT who will oversee the project including payments made. The City is required to enter into a contract with MDOT for the project. The City is responsible for engineering costs and costs over the grant portion. The estimated amount the City will be responsible for construction is $365,040.

This project is expected to begin in early June.

c: Jessie Wagenmaker, City Clerk
PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF FERRYSBURG, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Ferrysburg, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 15, 2022, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Hot mix asphalt reconstruction along Dogwood Drive from the north city limits to 174th Avenue, including grading, aggregate base, storm sewer, concrete curb and gutter, sidewalk and curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Hot mix asphalt shared use path construction including grading, aggregate base, modular block retaining wall and railing along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:
HIGHWAY INFRASTRUCTURE PROGRAM COVID
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

   No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

   The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

   The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.101(1), et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

   Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

   A. Design or cause to be designed the plans for the PROJECT.
B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Surface Transportation Funds in combination with Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $88,593, or (2) an amount such that 100 percent, the established Federal participation ratio for such funds, for the PROJECT is not exceeded. Federal Surface Transportation Funds (Muskegon) and Federal Surface Transportation Flex Funds (Muskegon) shall then be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $539,567, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Surface Transportation Funds (Muskegon) limited to $400,000, and used first. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the
DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY’S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.
11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT’S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.
15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.
19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF FERRYSBURG

By ______________________
Title: ______________________

By ______________________
Title: ______________________

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By ______________________
Department Director MDOT

[Signature]

09/06/90 STPLS.FOR 4/15/22
EXHIBIT I

CONTROL SECTION   STUL 70000
JOB NUMBER         205368CON
PROJECT            22A0424

ESTIMATED COST

<table>
<thead>
<tr>
<th>CONTRACTED WORK</th>
<th>PART A</th>
<th>PART B</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost</td>
<td>$861,450</td>
<td>$131,750</td>
<td>$993,200</td>
</tr>
</tbody>
</table>

COST PARTICIPATION

| GRAND TOTAL ESTIMATED COST | $861,450 | $131,750 | $993,200 |
| Less Federal Funds*        | $628,160 | $0        | $628,160 |
| BALANCE (REQUESTING PARTY'S SHARE) | $233,290 | $131,750 | $365,040 |

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT
April 27, 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:

- Review of 2022 City Council Goals

c: Jessie Wagenmaker, City Clerk
April 27, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Coast Guard Change of Command

Council Member O’Donnell has indicated he has been invited to the Change of Command for the Commandant of the Coast Guard. In 2018, Mayor Hopp attended the Change of Command and in 2014 Mayor Ruiter and I attended the ceremony. In 2014, while there we met with a representative from Senator Stabenow’s Office and met with US Representative Huizenga. Attached is an article from 2007 when Council Member Stille and I were in Washington DC.

Typically, the highest elected official and the Manager of each to the five area communities are invited to attend the Change of Command ceremony (I did not receive an invite this year). Members of the Coast Guard Festival attend this event as well.

The Coast Guard is part of Grand Haven and the other four communities are part of the Grand Haven area. Attending these events reflects that all area communities support the Coast Guard and support the Coast Guard being in Grand Haven.

c: Jessie Wagenmaker, City Clerk
A delegation of officials from the Tri-Cities and Grand Haven Coast Guard Festival made a quick trip to Washington, D.C., last month. "The trip is a revival of previous trips, and it is expected to become a standard way of building the relationship with Coast Guard leadership while enhancing the image of Coast Guard City USA," explained Mike Smith, the festival's executive director. Shown at the D.C. office of U.S. Sen. Debbie Stabenow, D-Mich., during the March 28-30 trip are, left to right; Smith, local businesswoman Barl Johnson, festival President Scott Klaassen, Grand Haven City Councilman Mike Fritz, Ferrysburg Planning Commissioner Jeff Stille, Stabenow aide Amanda Renteria, Grand Haven Mayor Roger Bergman, Chamber of Commerce President Joy Gaasch, former festival director Roger Jonas, Grand Haven City Manager Pat McGinnis, Grand Haven City Councilman Ed Nieuwenhuis, Hazel Smith, former festival director Jerry Smith, Grand Haven Department of Public Safety Capt. Rick Yonker, Sharon Naser, Ferrysburg City Manager Craig Bessinger and Grand Haven City Councilman John Naser. Stabenow was not present for the photo.
June 3, 2014

Craig Bessinger
17290 Roosevelt Road
Ferrysburg, MI 49409

Dear Craig,

Thank you for joining up and meeting with Joe McGarvey last week Thursday at Senator Stabenow's Office in Washington, D.C. Instead of going in alone, I had a team of friends to convey a simple message, “Our south pier needs to be fixed and we need to fix it.”

I look forward to pressing forward and will continue to seek your support and advice. Someday, when we are at the end of the pier together cutting a ribbon and celebrating the preservation of this landmark, you and I will know that the mission started long ago, on a rainy May afternoon in Washington.

Thank you.

Sincerely,

Pat McGinnis
City Manager

PM:mas