FERRYSBURG CITY COUNCIL MEETING

AGENDA

MONDAY, AUGUST 1, 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 July 18, 2022, City Council meeting minutes as printed.

7. New Business:
   a. Discussion, and to take action if appropriate, on a claim for vehicle compensation for Mr. Todd Madison.

   b. Discussion, and to take action if appropriate, to approve an Agreement between ARM Consulting Services, LLC, and the City of Ferrysburg.

   c. Discussion, and to take action if appropriate, to adopt a resolution authorizing the submission of a .2000 mill Northwest Ottawa Recreational Authority (NORA) proposal to the voters on the November 8, 2022 ballot.

   d. Discussion, and to take action if appropriate, to confirm the City Manager’s appointment of Merita Fowler-Bierman as City Clerk/Treasurer, effective August 8, 2022.

   e. Discussion, and to take action if appropriate, to waive the residency requirement for City Clerk/Treasurer Merita Fowler-Bierman.

   f. Work Session: Ferrysburg Nature Preserve Parking Lot

8. Public Comments:

9. Reports: City Manager

   City Council Members

   Mayor

10. Adjournment
CITY OF FERRYBURG
CITY COUNCIL MINUTES
JULY 18, 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, City Clerk Wagenmaker, and 15 citizens.

22-113 Moved by Council Member Carlson, seconded by Council Member Montgomery, to remove items 7b, 7c, and 7d from the agenda. Roll call vote: 3 yeas (Montgomery, Carlson, and Murdoch), 4 nays, motion failed.

22-114 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to approve the June 20, 2022, City Council meeting minutes as printed. The motion passed unanimously.

22-115 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to approve the Mayor’s Proclamation designating October 12, 2022, as Business Recognition Day. The motion passed unanimously.


22-117 Joe Lyons introduced himself as a candidate for a member of the Planning Commission and answered questions from Council Members.

22-118 Applicant for Commissioner Jake Stearley was not in attendance.

22-119 Mike DeWitt introduced himself as a candidate for a member of the Planning Commission and answered questions from Council Members.

22-120 Roll call vote to approve the Mayor’s appointment of Mike DeWitt to the Planning Commission: 3 yeas (Blease, O’Donnell, and Cate) 4 nays, motion failed.

22-121 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to adopt Ordinance No. 324, an ordinance to amend City Code, Chapter 92: Burning. The motion passed unanimously.

22-122 Moved by Council Member Cate, seconded by Council Member O’Donnell, to not participate in the Coastal Community Resilience Matching Grant Program. The motion passed unanimously.
22-123 Moved by Council Member O’Donnell, seconded by Council Member Sias, to approve a quote from Display Sales for $4,987.00 for twelve (12) Holiday Decoration Snowflakes. The motion passed unanimously.

22-125 The consensus of Council Members was to not schedule a work session as a regular agenda item on August 1, 2022.

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

The meeting was adjourned at 9:37 PM.

Respectfully submitted,

Scott Blease
Mayor

Jessie Wagenmaker
City Clerk
July 26, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Vehicle Compensation

On Monday, April 11, after Mr. Madison contacted me with his concerns regarding a tree, the Public Works Department inspect the tree that day. After review it was decided the tree was not in immediate danger of falling and the tree would be added to the list of trees to be removed in the fall.

Attached is the cost estimate to repair the vehicle and the Kelly Blue Book value of the vehicle. It is unknown why Mr. Madison’s car insurance or house insurance did not cover the damage to the vehicle.
c: Todd Madison
Matt Schindlbeck, Public Services Supervisor
Jessie Wagenmaker, City Clerk
May 10, 2022

Mr. Todd Madison
17030 Lavinia Street
Spring Lake, MI 49456

Program: Tokio Marine HCC - Public Risk Group
Our Insured: City of Ferrysburg
Date of Loss: 4/13/2022
Our Claim #: 203306

Dear Mr. Madison:

Tokio Marine HCC - Public Risk Group administers insurance claims on behalf of U.S. Specialty Insurance Company (collectively referred to herein as “USIC”) through which the City of Ferrysburg is insured. We have received notice of the above-stated claim in which you alleged a tree branch owned by the City caused damage to your vehicle while it was parked on your property.

We have completed our investigation of this claim and have determined that there is no liability on behalf of the City of Ferrysburg. The City has no liability unless it had prior knowledge of the existence of the defective condition and had a reasonable amount of time to repair/address it. Prior to this incident, the City did not have notice that the tree was decayed and likely to fall and fell due to a wind storm in your area. Accordingly, your claim is denied.

In communicating this position, USIC does not waive and shall not be estopped from asserting additional defense or further supporting this position. If you have any additional information or documentation, you would like us to consider related to this matter, please provide it to the undersigned for consideration.

Sincerely,

Joel J. Stitt

Joel J. Stitt, AIC
Field Claims Adjuster
jstitt@tmhcc.com

cc: City of Ferrysburg
    Berends Hendricks Stuit insurance Agency, Inc.
Because the City had no prior “written” notice the tree had any issues and fell due to the windstorm. Madison told me he was using his own insurance carrier.

Joel J. Stitt, AIC
Field Claims Adjuster
Tokio Marine HCC – Public Risk Group
jstitt@tmhcc.com
Tel: 315-521-5302
tmhcc.com

From: Craig Bessinger <cbessinger@ferrysburg.org>
Sent: Thursday, July 14, 2022 4:01 PM
To: Stitt, Joel <JSTITT@tmhcc.com>
Subject: Claim no. 203306

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Joel,

Why was this claim denied? Mr. Madison sent in a letter asking the City to pay for the damage.

Craig Bessinger
City of Ferrysburg
17520 Ridge Avenue, P.O. Box 38
Ferrysburg, MI 49409-0038
P: 616-842-5803
C: 616-843-5028
Craig Bessinger

From: tmadison.src@gmail.com
Sent: Monday, May 2, 2022 2:13 PM
To: Craig Bessinger
Subject: RE: Todd Madison
Attachments: kyoScan-5.2.2022-14.07.17.pdf

Craig,

Sorry, this took so long I have been working out of town all week last week.

Attached is the repair estimate that you had asked for.

Please let me know that you did receive it.

Thank you,
Todd Madison
616-848-8210

From: Craig Bessinger
Sent: Monday, April 25, 2022 7:45 AM
To: tmadison.src@gmail.com
Subject: RE: Todd Madison

Todd,

The insurance company will want an estimate to repair and something from the repair shop stating the vehicle is not repairable.

Craig Bessinger
City of Ferrysburg
17520 Ridge Avenue, P.O. Box 38
Ferrysburg, MI 49409-0038
P: 616-842-5803
C: 616-843-5028

From: tmadison.src@gmail.com <tmadison.src@gmail.com>
Sent: Sunday, April 24, 2022 8:18 PM
To: Craig Bessinger <cbessinger@ferrysburg.org>
Subject: Todd Madison

Craig,

Attached is the KBB for my jeep.
Please let me know that you did receive this.

Thank you,
Todd Madison
616-848-8210
From:
Todd Madison
16850 Cecelia Ln
Spring Lake, MI 49456

To: City of Ferrysburg Counsel
City of Ferrysburg
17290 Roosevelt Road, PO Box 38
Ferrysburg, MI 49409

INFO: Craig Bessinger, City Manager

SUBJ: Vehical Compensation

On 4/11/22 I contacted Mr. Bessinger expressing my concern of a tree located between my neighbor’s house and mine of its poor condition. The tree was on property owned by the city. I explained that the tree should it fall would probably come down on my house or the garage located on the other side of the street.

During our conversation I was told that tree cutting for the year was done and they might get to it in the fall when tree cutting resumes.

On 4/13/22 the tree did fall down across the road and landed on top of my Grand Cherokee in my driveway. The tree once down and observed confirmed it was in worse condition than it appeared.

On 4/14/22 I contacted my auto insurance holder to see if they would cover the damage to my vehicle. My request was denied and told to make a claim with the city.

On 4/25/22 I was told by Mr. Bessinger to go and get the value of my vehicle along with an estimate to repair it.

The retail value was $5,000.00 and it would cost $6,318.48 to repair it. Mr. Bessinger was informed of those numbers.

On 5/10/22 I had received a letter that the city insurance would not offer any compensation. I was surprised of this decision after they wanted me to give them a dollar amount of the damages done to my automobile.

My situation is unfortunate however a good example of why the city has insurance to protect itself and the residences against any potential damages. Please reconsider this case.

Sincerely,

Todd Madison
FRITZ AUTO BODY
FRITZAUTOBODY@SBCGLOBAL.NET
1320 KOOIMAN AVE, GRAND HAVEN, MI 49417
Phone: (616) 846-5006
FAX: (616) 846-3190

Preliminary Estimate

Customer: MADISON, TODD
Written By: David Fritz

Insured: MADISON, TODD
Policy #: 
Point of Loss:
Date of Loss:

Owner: MADISON, TODD
17030 LAVINIA ST
SPRING LAKE, MI 49456-1240
(616) 848-8210 Cell

Inspection Location:
FRITZ AUTO BODY
1320 KOOIMAN AVE
GRAND HAVEN, MI 49417
Repair Facility
(616) 846-5006 Day

Insurance Company:

VEHICLE

1999 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-4.0L Gasoline SMPI
VIN: 1J4GW5S2XCS53493
License:
State:

Interior Color: 
Exterior Color: 
Production Date: 
Mileage In: 
Mileage Out: 
Condition: 

TRANSMISSION
Automatic Transmission
Overdrive
4 Wheel Drive
POWERS
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Rear Window Wiper

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Cassette
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

ROOF
Luggage/Roof Rack
SEATS
Cloth Seats
Bucket Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint

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## Preliminary Estimate

**Customer:** MADISON, TODD

1999 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-4.0L Gasoline SMPI

### Line Item Details

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<thead>
<tr>
<th>Line</th>
<th>Oper</th>
<th>Description</th>
<th>Part Number</th>
<th>Qty</th>
<th>Extended Price $</th>
<th>Labor</th>
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<td><strong>WINDSHIELD</strong></td>
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<td>Ind.</td>
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<td>2</td>
<td>R&amp;I</td>
<td>Windshield Jeep</td>
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<tr>
<td>3</td>
<td></td>
<td><strong>ROOF</strong></td>
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<td>4</td>
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<td>57.35</td>
<td>1.0</td>
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<td>599.00</td>
<td>18.0</td>
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<td>6</td>
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<td>Add for Clear Coat</td>
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<td></td>
<td></td>
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<td>7</td>
<td>Repl</td>
<td>Rear header</td>
<td>55135523AH</td>
<td>1</td>
<td>225.00</td>
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<td>8</td>
<td>Repl</td>
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<td>Repl</td>
<td>Cross rail</td>
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<td>62.85</td>
<td>0.2</td>
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<td>Ind.</td>
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<tr>
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<td>Subl HAZARDOUS WASTE REMOVAL</td>
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<tr>
<td>25</td>
<td>#</td>
<td>Rpr BODY PULL</td>
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<td></td>
<td>4.0 F</td>
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<td></td>
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<tr>
<td>26</td>
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<td>Subl CORROSION PROTECTION</td>
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<td>20.00 X</td>
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<td>Repl A/M SEAM SEALER</td>
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<td>#</td>
<td><strong>POSSIBLE ADDITIONAL DAMAGES. CHECK AND ADVISE AFTER</strong></td>
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<td>1</td>
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<td></td>
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<tr>
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<td>TEAR DOWN**</td>
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<td><strong>PARTS ARE NOT LONGER AVAILABLE. ESTIMATE IS OVER VALUE OF</strong></td>
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<tr>
<td>31</td>
<td>#</td>
<td>VEHICLE.**</td>
<td></td>
<td>1</td>
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</tbody>
</table>

### Subtotals

|                  | 3,048.85 | 41.7 | 8.4 |

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**Preliminary Estimate**

**Customer:** MADISON, TODD  
**Job Number:**

1999 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-4.0L Gasoline SMPI

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**ESTIMATE TOTALS**

<table>
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<th>Category</th>
<th>Basis</th>
<th>Rate</th>
<th>Cost $</th>
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</tr>
<tr>
<td>Body Labor</td>
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<td>@ $54.00/hr</td>
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<tr>
<td>Paint Labor</td>
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<td>Frame Labor</td>
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<tr>
<td>Paint Supplies</td>
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<td>@ $34.00/hr</td>
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<td>Miscellaneous</td>
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<td><strong>Grand Total</strong></td>
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<tr>
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<td>0.00</td>
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<tr>
<td>CUSTOMER PAY</td>
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</tr>
<tr>
<td>INSURANCE PAY</td>
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<td></td>
<td><strong>6,318.48</strong></td>
</tr>
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</table>

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PAYMENT ON DEDUCTIBLES DUE UPON DELIVERY.  
RUST REPAIR CANNOT BE WARRANTED.  
THIS IS AN ESTIMATE ONLY. ADDITIONAL DAMAGES MAY BE PRESENT.  
PARTS PRICES SUBJECT TO CHANGE.  

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES THAT APPLY TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER, DISTRIBUTOR, OR INSURER OF THESE PARTS.
1999 Jeep Grand Cherokee Pricing Report

Style: Laredo Sport Utility 4D
Mileage: 159149
KBB.com Expert Rating: N/A
KBB.com Consumer Rating: 4.2

Vehicle Highlights
Fuel Economy: City 14/Hwy 19/Comb 16 MPG
Max Seating: 5
Doors: 4
Engine: 6-Cyl, 4.0 Liter
DriveTrain: 4WD
Transmission: Automatic
EPA Class: Sport Utility Vehicles
Body Style: SUV
Country of Origin: United States

From a Dealer
Fair Market Range
$2,580 - $4,493
Fair Purchase Price
$3,537
Typical Listing Price
$3,919

Valid for ZIP code 49456 through 4/17/2022
July 27, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: ARM Consulting Services, LLC

Attached is a proposal from ARM Consulting Services, LLC, with the scope of work to be performed on the last page of the proposal.

Discussion with ARM Consulting included a new seawall, improvements to City parks, and the need for a wider pedestrian path and fishing observation on Smith’s Bridge.

The emphasis on possible future funding will be on water and sewer. Possible improvements for Smith’s bridge may be possible.

c: Jessie Wagenmaker, City Clerk
AGREEMENT BETWEEN
CITY OF FERRYSBURG MICHIGAN
AND
ARM CONSULTING SERVICES, LLC

August 1, 2022

ARM Consulting Services L.L.C.
Arlan B. Meekhof
(Former Michigan Senate Majority Leader)
616.368.9317
arlanbmeekhof@gmail.com
AGREEMENT BETWEEN
CITY OF FERRYSBURG
AND
ARM CONSULTING SERVICES, LLC

THIS AGREEMENT is made and entered into as of the 1st day of August 1, 2022 ("Effective Date"), by and between CITY OF FERRYSBURG, whose address is 17290 Roosevelt, Spring Lake Mi 49456 and ARM CONSULTING SERVICES, LLC, a Michigan professional limited liability company, whose address is 12596 Retreat Drive, Grand Haven, MI 49417 (the "Consultant").

RE bâtAL S:

This Agreement is based on the following recitals:

A. CITY OF FERRYSBURG desires to engage the Consultant to perform certain services in connection with its advocacy efforts.

NOW THEREFORE, CITY OF FERRYSBURG and the Consultant hereby agree as follows:

ARTICLE 1

CONSULTANT’S SERVICES AND RESPONSIBILITIES

1.1 Consultant’s Services

The Consultant shall provide services as outlined in Exhibit A ("Scope of Work" or "Work"). The Consultant agrees to devote such business efforts and time as is reasonably required to fulfill Consultant’s duties in connection with the Scope of Work, to provide the same in a diligent and conscientious manner and to the best of Consultant’s ability, in accordance with applicable law, and the terms and conditions provided in this Agreement.

1.2 Consultant's Responsibilities.

1.2.1 The Consultant shall be responsible for compliance with all laws and regulations applicable to the performance of its services.

1.2.2 In its capacity as an independent contractor, the Consultant acknowledges that it is acting solely as an advisor/lobbyist to CITY OF FERRYSBURG and that it is not an agent or employee of the CITY OF FERRYSBURG. The Consultant further acknowledges that it has no power or authority to bind CITY OF FERRYSBURG to any contract or agreement, and hereby agrees that, unless it shall receive specific written authorization from CITY OF FERRYSBURG to do so, it shall neither (a) hold itself out as having power or authority to enter into any contract or agreement CITY OF FERRYSBURG on behalf or otherwise to bind
CITY OF FERRYSBURG

to any contract or agreement, nor (b) take any actions, directly or indirectly, that would cause
CITY OF FERRYSBURG to become a party to any contract or agreement, or otherwise commit CITY OF FERRYSBURG or any of its assets. In the event the Consultant has reason
to believe it is perceived by any third party to be an agent of CITY OF FERRYSBURG or otherwise to have the power and authority to bind CITY OF FERRYSBURG, it shall take reasonable affirmative steps to dispel such perception.

1.2.3 Within ten (10) days after the termination or expiration of this Agreement, the Consultant shall surrender to CITY OF FERRYSBURG all reports, memoranda, correspondence, files, forms, contracts, documents and other materials (including all copies thereof) pertaining to any of the matters with respect to which the Consultant is providing services to CITY OF FERRYSBURG unless a subsequent agreement between CITY OF FERRYSBURG and the Consultant is then in effect.

1.2.4 The provisions of this Section 1.2 shall survive the expiration of any termination of this Agreement.

1.3 Consultant's Personnel.

1.3.1 Arlan Meekhof will be the primary point of contact for the Consultant. The Consultant shall notify CITY OF FERRYSBURG in writing of any proposed additions, deletions or other changes in personnel, all of which shall be subject to CITY OF FERRYSBURG approval.

1.3.2 The Consultant shall at all times provide a competent and efficient professional staff sufficient to carry out the terms of this Agreement within the required time periods.

ARTICLE 2

REIMBURSABLE EXPENSES

2.1 Expenses incurred by the Consultant in performing services under this Agreement shall not be reimbursed unless agreed to in advance and in writing by CITY OF FERRYSBURG. It is the intention of the parties to this Agreement that the Consultant shall pay its own incidental expenses from the Monthly Payment set forth in Section 3.1 and shall not be further reimbursed for ordinary and normal expenses.

ARTICLE 3

PAYMENTS TO THE CONSULTANT

3.1 Compensation for Services.

Consultant shall be compensated in the amount of $2,500.00 per month ("Monthly Payment") for the term of this Agreement. Payment can be accepted as direct deposit.
3.2 Payments.

3.2.1 The Monthly Payment for the Consultant's services shall be made within ten (10) days after submission of the documentation required hereunder. Such documentation shall be submitted monthly on the first day of each month.

3.2.2 Payments of the Monthly Payment and for Reimbursable Expenses shall be contingent upon receipt of a statement, in form and content acceptable to CITY OF FERRYSBURG, which shall contain an itemized description of services rendered and the Reimbursable Expenses for each day in the time period covered by such statement, which shall be submitted on the first day of each month. If this statement shall request payment for Reimbursable Expenses, the appropriate receipts shall be attached. Payments for Reimbursable Expenses will not be made absent evidence of advance approval by CITY OF FERRYSBURG in writing for same and the parties agree that the Consultant’s incidental expenses are covered by the Monthly Payment.

ARTICLE 4

INDEPENDENT CONTRACTOR

4.1 Consultant is an independent contractor. Nothing in this Agreement shall be construed to impose any liability whatsoever upon CITY OF FERRYSBURG to any persons, firms, associations, or corporations engaged by the Consultant, its employees, servants, agents or independent contractors, or in any other capacity whatsoever, or to make Request Foods liable to any such persons, firms, associations, or corporations, or to any government, for the acts, omissions, liabilities, obligations or taxes of the Consultant of whatsoever nature, including, without limitation, unemployment and disability insurance and Social Security taxes of the Consultant, its employees, servants, agents or independent contractors.

4.2 Consultant shall be solely responsible for all income taxes, payroll taxes, and other withholdings (both employer and employee portions) with respect to all fees paid by CITY OF FERRYSBURG hereunder, and agrees to indemnify and hold CITY OF FERRYSBURG harmless from and against any and all loss, liability, claim, cause of action, suit, fine, damage, judgment, cost or expense (including reasonable attorneys’ fees) arising out of or in connection with any tax liability or other tax obligations relating to payments made to the Consultant pursuant to this Agreement, including, without limitation, any such taxes and withholdings imposed as a result of any claim or determination by any taxing authority or otherwise that Consultant is not an independent contractor with respect to the services performed hereunder.

4.3 The provisions of this Article 4 shall survive the expiration or any termination of this Agreement.
ARTICLE 5
CONFIDENTIAL INFORMATION

5.1 In order that the Consultant may effectively fulfill its covenants and obligations under this Agreement, it may be necessary or desirable for CITY OF FERRYSBURG to the Consultant pertaining to CITY OF FERRYSBURG past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Consultant shall instruct its employees and consultants to regard all information gained by each such person, as a result of services rendered hereunder, as information which is confidential and proprietary to CITY OF FERRYSBURG and not to be disclosed to any organization or individual without the prior consent of CITY OF FERRYSBURG.

5.2 The Consultant acknowledges the sensitive nature of the professional services to be provided on behalf of CITY OF FERRYSBURG and agrees that it shall not hold itself out as a representative of CITY OF FERRYSBURG except to such extent as may be specifically directed by CITY OF FERRYSBURG. The Consultant shall direct any media, or other inquiries to CITY OF FERRYSBURG and shall not respond to same except as may be specifically directed by CITY OF FERRYSBURG.

5.3 The provisions of this Article 5 shall survive the expiration or any termination of this Agreement.

ARTICLE 6
PROPRIETARY RIGHTS

6.1 Work Made for Hire. Consultant understands and agrees that (i) to the extent permitted by law, applicable portions of the Work shall be deemed a “work made for hire” within the meaning of that term under United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded, and (ii) CITY OF FERRYSBURG shall be deemed the exclusive owner of all rights, title and interest in and to such Work in any and all media, languages, territories and jurisdictions throughout the world, now known or hereafter devised, including, but not limited to, any and all works of authorship, copyrights and copyright registrations.

6.2 Assignment. Consultant assigns and transfers to CITY OF FERRYSBURG effective as of the date of its creation, any and all rights, title and interest Consultant may have or may acquire in and to the Work (including, but not limited to, any Work not deemed, for whatever reason, to have been created as a work made for hire), in any and all media, languages, territories and jurisdictions throughout the world, now known or hereafter devised, including, but not limited to, any and all inventions, patents, patent applications, copyrights, copyright registrations, trade secrets, know-how and other intellectual property rights in the Work, and the right to prosecute and recover damages for all past, present and future infringements or other violations of the Work.
6.3 Use of the Work. CITY OF FERRYSBURG shall have the unrestricted right to use, display, publish, perform, record, copy, broadcast, transmit, distribute, augment, subtract from, modify, distort, translate, transfer, combine with other information or materials, create derivative works based on, sell, or otherwise exploit for any purpose, the Work and any portion thereof, in any manner or media throughout the world, as CITY OF FERRYSBURG may in its sole discretion determine. Consultant hereby irrevocably waives and assigns to CITY OF FERRYSBURG any and all so-called moral rights or “droit moral” Consultant may have in or with respect to any Work. Notwithstanding the foregoing, nothing contained herein will require CITY OF FERRYSBURG to exercise or exploit any of CITY OF FERRYSBURG rights in or to the work.

6.4 Consultant’s Use of Work. Consultant shall not at any time without CITY OF FERRYSBURG prior written consent, except as required in the performance of Consultant’s responsibilities on behalf of CITY OF FERRYSBURG, (i) reproduce, display, publish, perform, record, broadcast, transmit, distribute, modify, translate, combine with other information or materials, create derivative works based on, exploit commercially, disclose, or otherwise use the Work, in any manner or medium whatsoever; or (ii) disclose or publicize the terms of this Agreement.

6.5 Further Documentation. Upon CITY OF FERRYSBURG request, Consultant shall, at CITY OF FERRYSBURG expense, promptly execute and deliver to CITY OF FERRYSBURG any and all necessary documentation, including, but not limited to, assignments, declarations for patent applications, copyright registrations, or such other documents as are necessary to effectuate the purposes of this Agreement and to vest in CITY OF FERRYSBURG ownership of all Work. Consultant hereby irrevocably appoints as Consultant’s attorney-in-fact with full power to execute, acknowledge, deliver and record any and all such documents Consultant fails to execute within five (5) business days after CITY OF FERRYSBURG request therefor. This appointment shall be a power coupled with an interest and is irrevocable.

ARTICLE 7

INDEMNIFICATION AND INSURANCE

7.1 Each Party (an “Indemnifying Party”) shall indemnify and defend the other Party and its affiliates and their respective successors and assigns, and each of their respective officers, directors, partners, managers, employees, stockholders, members, contractors, attorneys, accountants, representatives, and agents (collectively, the “Indemnified Parties”), in respect of, and hold them harmless against, any and all claims, demands, causes of action, actions, proceedings, judgments, debts, obligations, liabilities, damages, fines, fees, penalties, interest obligations, taxes, deficiencies, losses, costs and expenses (including, without limitation, amounts paid to enforce the provisions of this Section 7 and amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of attorneys, accountants, financial advisors and other experts, and other expenses) (collectively, “Damages”) incurred or suffered by any of the Indemnified Parties arising out of, resulting from, relating to, or constituting (a) any fraud, misrepresentation or breach of any provision of this Agreement (including, but not limited to, the representations and warranties) by the Indemnifying Party, or (b) any gross negligence or willful misconduct by the Indemnifying Party. In addition, and notwithstanding the foregoing, Consultant shall reimburse and indemnify CITY OF FERRYSBURG and hold CITY FERRYSBURG harmless against any and all Damages incurred by Consultant in connection with or arising out of (i) Consultant’s breach of any of Consultant’s...
warranties, representations, or obligations set forth herein, or (ii) any claim by a third party that the Work, or any portion thereof, infringes or otherwise violates any intellectual property, privacy, or other rights of such party provided that this sub clause (ii) shall not apply with respect to any claim by a third party relating to any information or materials furnished to the Consultant by CITY OF FERRYSBURG unless the right and interest of such third party shall have also been disclosed to the Consultant by CITY OF FERRYSBURG in writing concurrently with or prior to the furnishing of such information or materials to the Consultant by CITY OF FERRYSBURG.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 Governing Law.

Any disputes between the parties to this Agreement shall be governed by the laws of the State of Michigan and both the Consultant and CITY OF FERRYSBURG agree that resort to litigation in connection with this Agreement will only be to courts of applicable jurisdiction and venue located within the State of Michigan.

8.2 Successors and Assigns.

CITY OF FERRYSBURG and the Consultant, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives of the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants in this Agreement. The Consultant shall not assign or transfer any interest in this Agreement without the written consent of CITY OF FERRYSBURG. The Consultant shall not subcontract any services to be performed under this Agreement without the prior written consent of CITY OF FERRYSBURG.

8.3 Extent of Agreement.

This Agreement represents the entire and integrated agreement CITY OF FERRYSBURG and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY OF FERRYSBURG and Consultant.

8.4 Any notice required to be given or which may be given to CITY OF FERRYSBURG pursuant to this Agreement shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested, to the address listed in the preamble to this Agreement, Attention: Craig Bessenger. Any such notice required to be given or which may be given to the Consultant shall be forwarded in writing by personal delivery or by certified mail, return receipt requested to the address listed in the preamble to this Agreement, Attention: Arlan Meekhof, until the Consultant shall advise CITY OF FERRYSBURG otherwise in a writing complying with the provisions of this Section 8.4.
ARTICLE 9

TERMINATION OF AGREEMENT

9.1 The term of this Agreement shall be a six months renewable contract.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF FERRYSBURG

By: __________________________
Its: __________________________

Consultant:

ARM CONSULTING SERVICES, LLC

By: __________________________
Its: __________________________
EXHIBIT A
Scope of Work

The Consultant shall perform the following services, as requested by CITY OF FERRYSBURG:

1. Serve as a resource, build relationships and to educate government and private leaders in order to shape public policy to achieve CITY OF FERRYSBURG goals.

2. Develop, plan and execute policy and educational materials and platform developed with CITY OFF FERRYSBURG for targeted local, state and federal leaders, policymakers and/or staff.

3. Research, evaluate and recommend plans and options for CITY OF FERRYSBURG to achieve its public policy goals. Identify and inform CITY OF FERRYSBURG of any additional sources of incentives or financial support from local, state and federal programs that support CITY OF FERRYSBURG goals.

4. Provide insight and advice on pending legislation that would impact CITY OF FERRYSBURG.

5. Provide monthly updates (verbal and/or written) to Craig Bessinger, on or about the last Friday of each month, on progress to date on the objectives, achievements, constraints and upcoming initiatives with respect to the goals of CITY OFF FERRYSBURG.
July 26, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Northwest Ottawa Recreation Authority (NORA)

In 2009, the four communities which comprise the then Northwest Ottawa Recreational Program (NORP), approved NORP to become an Authority – Norwest Ottawa Recreation Authority (NORA). The driving force to become an Authority was to have the ability to levy a millage to support NORA and expand programming for kids.

In 2014, a Recreation Plan for NORA was finalized, which included mention of possibly levying a millage. The plan was not adopted due to concern from other organizations how a millage to support NORA may affect their organization.

Since hired NORA Director Chris VanHekken has met and discussed with other organizations on if the millage is approved, how NORA could work with their organization.

A millage request can only be placed on a statewide general or primary election (even year election).

In 2020, the four communities of NORA approved placing a .2500 mill request on the August primary, all 4 communities need to pass the millage for the proposal to be successful. The millage passed in Ferrysburg – 584 yes, 400 no. The millage proposal did not pass in Robinson Township, thus the millage request for NORA was not approved.

In 2020, lingering affects of the COVID lockdown, NORA programs being cancelled due to COVID, we think were factors in not all communities passing the millage.

Attached is a resolution to place a millage request for .2000 mills on the November 8 ballot. A property with a $100,000 Taxable Value, a .2000 mill equates to $20 per year.

c: Jessie Wagenmaker, City Clerk
July 5, 2022

Dear Mr. Bessinger and City Council

The North Ottawa Recreation Authority respectfully requests that the City of Ferrysburg pass a resolution allowing NORA to place a millage request on the November 8, 2022 general election ballot. The purpose of this millage would be to provide recreational services and opportunities for those residing within the City of Ferrysburg, the City of Grand Haven, Grand Haven Charter Township, and Robinson Township through the operations of the Northwest Ottawa Recreation Authority.

Attached is our ballot proposal for consideration by your council. Please review and advise if any revisions or corrections should be made. Also attached is a copy of the resolution passed by the NORA Board.

Please let me know what meeting this will be on the agenda so that I, or a board representative, can be in attendance. If you have any questions, please do not hesitate to call me. Thank you for honoring this request.

Sincerely,

Chris Van Hekken
Director

Building community through people, parks and recreational opportunities
City of Ferrysburg - City of Grand Haven - Grand Haven Charter Township - Robinson Township - Grand Haven Area Public Schools
Proposed Ballot Language

Shall a millage of .20 mill ($0.20 per $1,000 of taxable value) be placed upon all property assessed for taxes in the * of *, Ottawa County, Michigan, for a period of * (*) years for levy in the years * through *, inclusive, to be paid to the Northwest Ottawa Recreation Authority for managing the operations of the business of the Northwest Ottawa Recreation Authority, as authorized by Public Act No. 321 of 2000, as amended, which levy is estimated to raise $* in the first year of the levy, and shall the * be authorized to levy said tax?

Ballot explanation

This new millage would replace the funding provided by the * of * to the Northwest Ottawa Recreation Authority out of the general fund if all municipalities in the Northwest Ottawa Recreation Authority approve this millage.
Resolution of the NORA Board of Directors, June 23, 2022

Motion made by: ____ Ron Redick
Seconded by: ____ William Montgomery

Whereas, the Northwest Ottawa Recreation Authority provides services to citizens residing within the following municipalities within Ottawa County: City of Ferrysburg, Grand Haven Charter Township, City of Grand Haven and Robinson Township (Grand Haven School district residents).

Whereas the Board of Directors of the Northwest Ottawa Recreation Authority desires to present to the voters within the service area a millage proposition requesting a 1/5 mill for six years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTHWEST OTTAWA RECREATION AUTHORITY, OTTAWA COUNTY, MICHIGAN, AS FOLLOWS:

1. The Board of Directors hereby accepts the proposal to present to the residents within the service area of the Northwest Ottawa Recreational Authority a ballot proposition requesting a operational millage of 1/5 mill for six years.

2. The Board of Directors hereby requests that the above mentioned municipalities adopt a resolution approving language to be placed on the November 2022 general election ballot, pursuant to which the individuals residing within the specific jurisdictions be requested to consider approval of 1/5 mill for six years (2023 – 2028 inclusive) for the purpose of providing millage to the Northwest Ottawa Recreational Authority for operating expenses.

3. That all resolutions in conflict herewith in whole or in part are hereby revoked to the extent of such conflict.

Yes: ____ Ron Redick, William Montgomery, Craig Bessinger, Taylor Schriber, Mary Jane Belter, Frank Johnson

No: ____ NONE

Resolution Declared Adopted June 23, 2022

Taylor Schriber, NORA Board Chair
RESOLUTION

NORTHWEST OTTAWA RECREATIONAL AUTHORITY

MILLAGE ELECTION

WHEREAS, the Northwest Ottawa Recreational Authority (NORA) has requested the Ferrysburg City Council to approve placing a millage request for the Northwest Ottawa Recreational Authority on the Tuesday, November 8, 2022, ballot,

NOW, THEREFORE, BE IT RESOLVED, THAT the Ferrysburg City Council approves the request by the Northwest Ottawa Recreational Authority to place on the ballot for the electors of Ferrysburg to consider a millage proposition for the Northwest Ottawa Recreational Authority, and

BE IT FURTHER RESOLVED THAT the Ferrysburg City Council approves the millage proposition language, which is attached hereto as Exhibit A, and

BE IT FURTHER RESOLVED THAT the Ferrysburg City Council requests the Ottawa County Clerk to place on the Tuesday, November 8, 2022, ballot for the electors of Ferrysburg to consider a millage proposition for the Northwest Ottawa Recreational Authority, which proposition language is attached hereto as Exhibit A.

Offered by Council Member ____________

Seconded by Council Member ____________

Yea: __
Nay: __
Absent: __

Resolution: ____________

Jessie Wagenmaker, City Clerk
July 27, 2022

TO:       Mayor and City Council Members

FROM:    Craig Bessinger, City Manager

RE:       Clerk/Treasurer

City Clerk/Treasurer Jessie Wagenmaker had indicated her desire to step down. The position of City Clerk/Treasurer has been offered to Merita Fowler-Bierman. This item on the agenda is to confirm my appointment of Merita Fowler-Bierman as City Clerk/Treasurer and to waive the residency requirement.

Mrs. Fowler-Bierman applied for the Clerk/Treasurer position last year and was one of three finalists. Attached is her resume.

Mrs. Fowler-Bierman, if her confirmation is approved, would begin on Monday, August 8, 2022. Ms. Wagenmaker has indicated she would work with Mrs. Fowler-Bierman for as long as needed for training.

c:   Jessie Wagenmaker, City Clerk
Craig Bessinger

From: Jessie Wagenmaker
Sent: Wednesday, July 27, 2022 12:08 PM
To: Craig Bessinger
Subject: Notice

Craig,

Due to personal reasons, I would like to step down from my position. I am willing to stay on until my position is filled and to help get the new person well acquainted with the role. I love the City of Ferrysburg and will miss all of my coworkers and the residents. You have been a wonderful boss, and I thank you for all of your help and support.

Thank you,

Jessie Wagenmaker
Clerk/Treasurer | City of Ferrysburg
17520 Ridge Avenue | PO Box 38
Ferrysburg, MI 49409-0038
616.842.5803 | www.ferrysburg.org
MERITA FOWLER-BIERMAN
14863 STATE ROAD, SPRING LAKE, MI 49456 | 616-402-9979 | meritalf@charter.net

PROFESSIONAL QUALIFICATIONS
Administration ~ Accounting ~ Special Projects ~ Grants ~ Budgets

EDUCATION
Baker College, Bachelor of Business Leadership, Summa cum Laude

EXPERIENCE

ASSISTANT AIRPORT MANAGER
Muskegon County Airport
01/2010 to 04/2021
Muskegon, MI
- Administrative management in a wide variety of settings
- Budget preparation and monitoring
- Grant management & reconciliation
- Agendas, minutes & Board motions; special projects coordination
- Airport Security Coordinator
- Customer service
- Accounts payable, billings & collections of accounts receivable, payroll time data entry
- Cash receipting & reconciliation, credit card reconciliation, preparing various monthly financial reports
- Year-end procedures including general journal entries

OFFICE MANAGER
Northern Pipeline Contractors
11/1997 to Current
Spring Lake, MI
- Accounts payable, accounts receivable billing & collections, bank reconciliation
- Payroll including quarterly payroll reports and annual W-2 forms
- Organization & information verification for external preparation of tax returns & financial statements
- Administrative functions including human resources & contract administration

EXECUTIVE ASSISTANT TO VILLAGE MANAGER
Village of Spring Lake
Spring Lake, MI
- Community relations and customer service
- Administrative support to Village Manager and department heads
- Council and various board agendas. Participated in creation of personnel manual
- Created and implemented filing system for 20+ years of municipal records
- Supervision of clerical staff

OFFICE MANAGER
New England Design & Construction
6/1986 to 8/1992
Duxbury, MA
- Accounts payable and receivable. Bank reconciliation
- Maintained computerized job cost system and general ledger
- Performed & supervised payroll functions
- Issued subcontracts and purchase orders. Trained and supervised clerical staff

- Software Experience: BS & A Governmental Software, QuickBooks, Microsoft Suite
- Professional Designations: Notary Public
July 28, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Ferrysburg Nature Preserve

Attached is a conceptual plan for improvements for the Ferrysburg Nature Preserve. The plan shows a parking lot off of Dogwood Drive.

We requested a proposal from the engineer overseeing the Dogwood Drive Street project for design and construction engineering for the Ferrysburg Nature Parking Lot, attached is the proposal.

The contractor working on the Dogwood Drive Project was contacted for a proposal to construct the parking lot while on site, however, the contractor is not able to construct the parking lot as part of the street project. We have contacted another contractor regarding constructing the parking lot and they have provided a quote.

The Ferrysburg Nature Parking Lot was not included in the 2022-2023 City budget. This item on the agenda is to gain feedback from City Council on whether to proceed with obtaining another quote and constructing the Ferrysburg Nature Parking Lot.

c: Jessie Wagenmaker, City Clerk
July 13, 2022

Mr. Craig Bessinger, Manager
City of Ferrysburg
17290 Roosevelt Road
Ferrysburg, MI 49409

Re: Professional Engineering Services Proposal for Ferrysburg Nature Preserve Parking Lot

Dear Mr. Bessinger:

We are pleased to have the opportunity to provide the following proposal for engineering services for a proposed parking lot at the Ferrysburg Nature Preserve on Dogwood Drive. The project planned consists of clearing trees, installing fill, and constructing a parking lot for approximately ten vehicles.

Our proposed scope of work will include the following:

**Design Phase**
- Topographic survey of the site,
- Design site layout and grading,
- Assist with procuring a contractor through negotiations with the Dogwood Drive Reconstruction Contractor,
- Construction observation for compaction testing of backfill and observing HMA pavement installation,
- Prepare one payment application,

This proposal does not include permits and assumes work will be completed separately but concurrently with the Dogwood Drive project.

We estimate the cost for the work to be $8,300. 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