FERRYSBURG CITY COUNCIL MEETING

AGENDA

MONDAY, OCTOBER 17, 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 October 3, 2022, City Council meeting minutes as printed.

b. Adopt a resolution regarding leasing a portion of the premises at 17520 Ridge Avenue to Education Station, and for the Mayor and City Clerk to sign all necessary documents.

c. Adopt a resolution regarding leasing a portion of the premises at 17520 Ridge Avenue to Love in Action of the Tri-Cities, and for the Mayor and City Clerk to sign all necessary documents.

7. New Business:

a. Discussion, and to take action if appropriate, to approve/not approve a recommendation from the Planning Commission to approve a Special Land Use and for Site Plan Approval to operate a Brewery on parcel no. 70-03-16—275-008, commonly known as 214 Fourth Street.

b. Discussion, and to take action if appropriate, to approve a proposal from _____ for $____ for new microphones in the Council Chamber.

c. Discussion, and to take action if appropriate, to approve the Mayor’s recommendation of Lisa O’Neal to the Beautification Commission for a term ending July 1, 2024.

d. Discussion, and to take action if appropriate, to schedule a work session as a regular agenda item on November 7, 2022.

8. Public Comments:

9. Reports:  City Manager

City Council Members

Mayor

10. Adjournment
CITY OF FERRYSBURG
CITY COUNCIL MINUTES
OCTOBER 3, 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.


Absent: None

Also present: City Manager Bessinger, and 16 citizens.

22-157 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to approve the September 19, 2022, City Council minutes as printed. The motion passed unanimously.

22-158 Moved by Council Member Cate, seconded by Council Member Carlson to approve Mayor Pro-Tem O’Donnell as the City’s voting delegate at the Municipal League Annual Meeting. The motion passed, 5 yeas, 2 nays (Montgomery, Murdoch).

22-159 Moved by Council Member Murdoch, seconded by Council Member O’Donnell to schedule a Public Hearing on November 7, 2022, to consider improvements to Lake Road and to Establish a Special Assessment District to Fund the Project Costs. The motion passed unanimously.

22-160 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to not approve a proposal from Progressive AE to conduct a traffic study on North Shore Drive, North Shore Estates Road, and North Shore Road. The motion passed unanimously.

22-161 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to confirm the City Manager’s appointment of Amber Schaner as City Clerk/Treasurer, effective October 18, 2022. The motion passed unanimously.

22-162 Moved by Council Member Montgomery, seconded by Council Member Cate, to waive the residency requirement for City Clerk/Treasurer Amber Schaner. The motion passed unanimously.

22-163 Moved by Council Member Cate, seconded by Council Member Sias, to appoint City Clerk Amber Schaner to the Election Commission. The motion passed unanimously.

22-164 Moved by Council Member Carlson, seconded by Council Member Murdoch, to approve updated bank signatories, adding Amber Schaner and removing Rita Fowler-Bierman. The motion passed unanimously.
22-165 Moved by Council Member Montgomery, seconded by Council Member O’Donnell moved to adjourn to a closed session at 8:31 p.m. to conduct the evaluation of the City Manager’s performance for 2021-2022. Roll call vote: 7 yeas, 0 nays, motion passed.

22-166 Moved by Council Member Montgomery, seconded by Council Member Murdoch, to reconvene in open session at 8:50 p.m. The motion passed unanimously.

22-167 Moved by Council Member Montgomery, seconded by Council Member Murdoch, to increase the City Manager’s salary by 4%. The motion passed unanimously.

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

The meeting was adjourned at 9:16 p.m.

Respectfully submitted,

____________________________________  ______________________________________
Scott Blease                               Craig Bessinger
Mayor                                     Acting City Clerk
RESOLUTION
of the
FERRYSBURG CITY COUNCIL
regarding
LEASE OF PORTION OF 17520 RIDGE AVENUE

WHEREAS, on September 19th, 2016, the City entered into a Lease Agreement with Todd Wedyke, owner of EDUCATION STATION, LLC, to lease of a portion of the building at 17520 Ridge Avenue, and

WHEREAS, in 2019, Education Station, LLC, exercised their option to renew the lease for an additional three years and the lease expires in 2022, and

WHEREAS, Education Station, LLC, has requested a one (1) year extension, with an option to renew for an additional one-year, 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 Todd Wedyke to lease space at 17520 Ridge Avenue as provided in the attached proposed lease agreement 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 ____ day of ____, 2022.

______, 2022

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 TODD WEDYKE, EDUCATION STATION, ("The Tenant")

1. Premises. The City leases to the Tenant the following portions of the Ferrysburg City Hall located at 17290 Roosevelt Road in the City of Ferrysburg ("the Premises"):

   - Exclusive possession of Classrooms 2, 3, 4 and 10 as depicted on Attachment 1.
   - Non-exclusive use of the hallways and entrances/exits in the center front and center rear of the Building.
   - Non-exclusive use of the parking area, bus loop, and grounds.
   - Non-exclusive use of the gymnasium. The Tenant will cooperate with the City regarding a schedule that provides reasonable gymnasium time for the tenant, the City, and other occupants of the building.
   - Non-exclusive use of the janitorial room in the West wing.
   - Non-exclusive use of the kitchen in the South wing.

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 November 1, 2022 and will continue until midnight October 31, 2023, at which time the lease will terminate. The Tenant may elect to extend the term of this lease for one (1) additional consecutive term of one (1) year expiring on October 31, 2024. To exercise the right to extend the lease the Tenant shall give written notice to the City Manager not later than September 1, 2023. 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 Two thousand, and no/100 ($2,000.00) dollars each month to be paid in advance on the 1st day of each
month during the Initial Term of this Lease. Rent during the extension term is covered in Section 3 above.

5. **Security Deposit.** A security deposit of $1,000 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 the operation of a pre-school and/or a day care center and for no other purpose without first securing the prior written consent of the City, which consent will not be unreasonable refused. 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. Tenant will secure and pay for containers for Tenant’s trash and will arrange and pay for pickup and disposal of Tenant’s trash.

8. **Tenant’s Preliminary Work.** The Tenant covenants that it will complete all work required by the State Fire Marshal within Classrooms 2, 3, 4 and 10 and shall not permit the occupancy of the leased premises until such work has been completed and inspected. No other alteration, addition, or improvement to the Premises will be made by Tenant without the prior written consent of the City.

9. **City’s Preliminary Work.** Prior to occupancy by the Tenant the City will bring the boiler room door and all wiring channels in common areas into compliance as required by the State Fire Marshal.

10. **Utilities.** Tenant will pay the cost of all utilities utilized by Tenant during the term of this Lease. With respect to utility services that are shared with the City and other tenants (including common areas), the Tenant shall reimburse the City for 5% of such common utilities within 10 days after invoicing by the City. The foregoing percentage will increase in the event that Tenant takes possession of Classroom 1.

11. **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.

12. Taxes. The Premises are not subject to ad valorem taxes.

13. Common Area Maintenance and Fee. The City will plow snow from parking areas, drives and sidewalks. The City will mow grass, remove leaves, and otherwise maintain the grounds. Tenant will reimburse the City for 5% of snow plowing expenses.


14.1 Use of Entrances. Employees, clients, and other guests of the Tenant will use the North and South entrances at the center 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.

15. Liability and Casualty Insurance.

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

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

15.3 The City will maintain a policy of fire, theft, and casualty insurance the building in an amount and with such deductible as the City may determine in its sole discretion. The Tenant shall reimburse the City for 5% of the cost of such insurance. The City will provide Tenant with information reasonable necessary to authenticate this cost.

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

17. 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.

18. 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.

19. 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.

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

22. **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 refused.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.
30. **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.

EDUCATION STATION, LLC

Date: ____________________

by: ______________________

Todd Wedyke

CITY OF FERRYSBURG

Date: ____________________

by: ______________________

Scott Blease, Mayor

Date: ____________________

by: ______________________

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

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

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

WHEREAS, the City has received an offer from Love In Action of the Tri-Cities, to lease of a portion of the building at 17520 Ridge Avenue, and

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

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

Offered by Council Member ____________.

Seconded by Council Member ____________.

Yeas: ____________

Nays: ____________

Absent: ____________

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

______________, 2022

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 Love in Action of the Tri-Cities, 326 N. Ferry Street, Grand Haven MI 49417 (“The Tenant”)

1. Premises. The City leases to the Tenant the following portions of the Ferrysburg City Hall located at 17520 Ridge Avenue in the City of Ferrysburg (“the Premises”):

   - Exclusive possession of Classrooms 7 as depicted on Attachment 1.

   - Non-exclusive use of the hallways and entrances/exits in the center front and center rear of the Building.

   - Non-exclusive use of the parking area, bus loop, and grounds.

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

3. Initial Lease Term and Extension Term. Subject to Section 3.A, the initial term of this Lease will commence on November 1, 2022 and will continue until midnight October 31, 2023, at which time the lease will terminate. The Tenant may elect to extend the term of this lease for one (1) additional consecutive term of one (1) year expiring on October 31, 2024. To exercise the right to extend the lease the Tenant shall give written notice to the City Manager not later than September 30, 2023. Such extension term shall be subject to the terms of Section 3.A. In the event of an extension, the monthly rent for the extension term, shall increase (but not decrease) in proportion to the increase in the cost of living during the initial lease term as published by the U.S. Bureau of Labor Statistics, All Urban Consumers.

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

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

5. Security Deposit. A security deposit of $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,
15.1 The City will maintain a policy of liability insurance insuring the interests of the City pursuant to such policy terms and amounts as may be in the sole discretion of the City.

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

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

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

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

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

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

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

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

   c. To bring an action at law for damages.

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

   e. All the rights and remedies of the City set forth herein are cumulative and are in addition to any other rights or remedies accorded to the City by law, regulation, ordinance or rule, and may be pursued concurrently, separately or successively.
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: 9/23/2022

by: [Signature]

Josh Bytwerk, Love In Action of the Tri-Cities

CITY OF FERRYSBURG

Date: ________________________________

by: ________________________________

Scott Blease, Mayor

Date: ________________________________

by: ________________________________

Rita Fowler-Bieman, City Clerk
October 13, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: No Wake Brewery

At their meeting on Thursday, October 6, the Planning Commission held a public hearing to consider a Special Land Use and for Site Plan Approval to operate a Brewery on parcel no. 70-03-16-275-010, commonly known as 522 Pine Street. There were no public comments.

Attached is the site plan, parking calculations, and a memo from Dave Jirousek, Horizon Community Planning, and comments from the Fire Chief and Public Services Supervisor.

The Planning Commission unanimously recommended to City Council to approve the Special Land Use and Site Plan, contingent on the installation of a Knox Box and a sampling tap.

c: Matt Schindlbeck, Public Services Supervisor
   Amber Schaner, City Clerk
No Wake Brewery Operations Outline

My name is Jack Thorsen and I am the owner and head brewer for No Wake Brewery. No Wake Brewery is an exciting project that will offer the residents and guests of Ferrysburg with a place to eat and drink delicious food and beer. Being located at Keenan Marina and starting small will offer wonderful opportunities for sales and growth with some challenges along the way.

Keenan Marina is an ideal location for a brewery in Ferrysburg that will be great for the business and its customers. Thousands of people come through the marina in the summer months, both marina slip renters and members of Freedom Boat Club. The location is also great for there to be plenty of people who can come to the brewery without needing to drive. There are a lot of homes within a mile or two of the marina allowing people to walk or bike to the brewery, and the Holiday Inn in Spring Lake is less than a mile away. We will be working with Keenan Marina to get a bike rack and sort out where it can be located.

As soon as I saw the space at Keenan Marina I knew it would be a great location for a brewery, and I knew that to-go sales would have to be a major part of the business model. To serve the boaters and people passing through town that want food and beer to-go, the business will have a strong focus on to-go sales and making that experience as fast and easy as possible for our customers. We plan to use biodegradable packaging for all to-go food to help mitigate any pollution and litter our to-go packaging could end up becoming. As the brewery starts out we will not be able to offer 320z Crowler cans because of the minimum order requirements and the space needed to store the empty cans, but in the future we plan to add that to-go option as soon as possible. There are plans for branded 64oz Growlers to be available for people to purchase on site for to-go beer.

Hours of operation for No Wake could be subject to change depending on staffing, time of year, and sales trends. The plan is to be open every day of the week in the summer, opening at 10am for to-go sales only so that boaters have the chance to stock up on food and drink before heading out for the day. At 12pm we will begin serving people who want sit down service. There are roughly 60 seats planned inside at the moment. Both food and
Parking spaces on East side of building (Lower level area)
50 Regular spaces
4 Barrier free spaces
54 Total Spaces

Parking spaces on West side of building (Upper level area)
52 Regular spaces
3 Barrier free spaces
55 Total Spaces

SCALE: 1" = 50'

ABONMARCHE
MILANOWSKI & ENGLERT
11 North 6th Street – Grand Haven, MI 49417
Phone 616-847-4070 Fax 616-847-6036

FOR ARCHITECTURA C/O KIRSTEN RUNSCHKE
Sec. 16, T8N, R16W, CITY OF FERRYSBURG
DATE 9-30-2022 DRAWN BY TV/DR
SHEET 1 of 1 16683 (22-1518)
PLAN REVIEW

Date: September 16, 2022

To: ☑ Public Services Supervisor
☑ Fire Chief
☐ Police Chief
☑ Building Inspector
☑ Zoning Administrator
☐ Ottawa County Drain Commission
☐ Electrical Inspector
☐ Mechanical Inspector
☐ Plumbing Inspector
☑ Planning Consultant
☑ City Engineer
☐ Other: __________________

From: Craig Bessinger, City Manager

Proposed project name: No Wake Brewery
Proposed project location: 514 Pine Street
Proposed project: Brewery

Please review the attached plans, and return this form with your recommendations and comments, if any, to me by Monday, September 26, 2022.

1. I recommend approval of the plans as submitted. ☐

2. I recommend approval of the plans with the following changes (suggested, not required. Be specific. Attach additional sheets if necessary.)

   Knox Box Required

   _________________________________________________________________

   _________________________________________________________________

   _________________________________________________________________

   _________________________________________________________________

3. I do not recommend approval until the plans are revised as follows (required changes. Be specific. Attach additional sheets if necessary.) ☐

   _________________________________________________________________

   _________________________________________________________________

   _________________________________________________________________

   _________________________________________________________________

Signature: __________________________ Date: 9-27-2022
PLAN REVIEW

Date: September 16, 2022

To: ☑ Public Services Supervisor  ☑ Fire Chief  ☑ Building Inspector  ☑ Zoning Administrator  ☑ Ottawa County Drain Commission

☐ Electrical Inspector  ☑ Mechanical Inspector  ☑ Plumbing Inspector  ✓ Planning Consultant  ✓ City Engineer  ☐ Other: ____________________

From: Craig Bessinger, City Manager

Proposed project name: No Wake Brewery

Proposed project location: 514 Pine Street

Proposed project: Brewery

Please review the attached plans, and return this form with your recommendations and comments, if any, to me by Monday, September 26, 2022.

1. I recommend approval of the plans as submitted. ☐

2. I recommend approval of the plans with the following changes (suggested, not required. Be specific. Attach additional sheets if necessary.)

   __________________________________________
   __________________________________________
   __________________________________________

3. I do not recommend approval until the plans are revised as follows (required changes. Be specific. Attach additional sheets if necessary.)

   Business owner will need to install manhole around existing sewer lateral with Simpson’s top. This manhole cannot be under grade. Parking space needs to be accessible. 24’ x 34’ so wastewater treatment staff can enter sample at anytime. Plans cannot be approved until Plant staff issues permit. From Business.

Signature: __________________________ Date: 9-26-2022
October 12, 2022

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Microphones

Attached are quotes for a new microphone system in the Council Chamber. Both companies inspected the site before preparing their quote.

I asked the Ottawa County IT Department to review the quotes. Their response was they have done business with both companies with success, and both quotes were very similar and either quote would work.

Buist Audio Visual did provide a quote for a wireless microphone system. The concern is lapel mics pick up noise from the individual, e.g., papers shuffling, chair rocking, breathing, etc.

The 2022-2023 City Budget included $20,000 for this project.

c: Amber Schaner, City Clerk
Quotation #: D220206-R2

Craig Bessinger
City of Ferrysburg
17520 Ridge Ave
Ferrysburg, MI 49456

RE: Conference Room Ceiling Microphone System

Craig:

Buist Audio Visual has reviewed the requirements of the project and will provide labor, material, and equipment to complete the work per plans and specifications as follows:

- Provide and install a new ceiling microphone system to pick up the board members, clerks, and talkers at the podium for steaming audio listeners
- Equipment to be used:
  - (1) Sennheiser TeamConnect Ceiling 2-microphone kit, includes (1) TeamConnect Ceiling 2-microphone, (1) Set of SL CM EB mounting brackets, and (1) TCC2 box kit
  - (1) QSC CORE NANO control processor with Scripting Engine Software License, perpetual
  - (1) USB connection to the owner provided computer for audio input and output
  - (1) QSC QIO-ML2x2 2x2 analog interface
  - (1) Netgear GSM4212PX M4250-10G2F-PoE+ 8 port Managed Switch
  - Reuse the existing computer
  - Reuse the existing Marantz audio recorder
  - Reuse the existing amplifier and speaker system
- Includes system programming and 30 minutes of training at the time of installation

Total Bid Price: $12,522.00

Price is based on all work being performed Monday through Friday from 7:00 AM to 4:30 PM.

Due to current supply chain challenges, material costs are subject to review until a PO/contract is received/signed, at which time we will secure all available materials. For longer lead time items, we are seeing shorter expiration dates on supplier/manufacturer quotes, as well as price escalation in the interim between PO issuance and date of shipment. We will make every effort to keep you informed and be transparent with any costs we need to pass along on these items. We regret the necessity of this addition to our quote letters and will continue to work diligently to keep these costs in check - looking forward to the day this statement can be removed. We appreciate your understanding and thank you for the opportunity to submit this quotation.

Please feel free to contact me directly at (616) 583-4093 or via email at rleighmoine@buistav.com with any questions.
Respectfully,

BUIST AUDIO VISUAL

Ray Lehmoine

Ray Lehmoine
AV Solution Architect

RL/kl

Notice to Proceed

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Date Accepted: __________Signature: ______________________P.O. #: __________

(Please sign and email back)
Thank you for the opportunity to provide this proposal.

At AVI-SPL, our goal is to build partnerships with our clients, and we appreciate our continued partnership with you.

We are dedicated to providing you with solutions that will enable your organization to perform at the highest level and be in a position to meet the challenges you face today and in the future.

You can count on the AVI-SPL team to deliver exceptional service and solutions to help you improve the user experience of your collaboration systems – anywhere in the world.

Our vision is to help your teams work smarter and live better.

"At AVI-SPL, our goal is to empower meaningful communication and collaboration."
We take your investment in collaborative solutions as seriously as you do.

That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and you get the return on investment you expect.

The hallmark of AVI-SPL's client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.

When you partner with us as your trusted guide, you will experience:

**Commitment**
A partner **committed** to your success and making a positive impact on your organization and our world

**Expertise**
Expertise you can trust to guide your digital transformation and realize your business objectives

**Proven Record**
A proven track record of supporting deployment and managed services in-country, wherever needed

**Global Reach**
Optimized global deployment teams with in-country support teams to deliver localized solutions and service – anywhere in the world

**Customer Experience**
World-class customer experience with a continual improvement mindset informed by the ITIL methodology

**Analytics**
Focus on actionable business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application
AVI-SPL Project Integration Process

Initiate | Plan | Execute | Monitor | Close

How we define your needs and follow through with consistent execution.
AVI-SPL ensures high quality project delivery that is on time and on budget.

- **Define** and document each step
- **Determine** an effective, standardized communication and reporting style
- **Develop** a comprehensive training and adoption program
- **Dedicate** regular oversight to the project, even after completion

AVI-SPL uses a five-phase process to integrate solutions seamlessly and focus on the end-user experience:

**Phase I** | **Initiate**
We will host a kickoff meeting and work with your key team members to determine the best approach to making your project a success. Our team will review the scope of the project, the schedule, the communication strategy, and all other relevant matters to ensure a smooth start.

**Phase II** | **Plan**
The planning phase begins with development of the project schedule including detailed work breakdown tasks identifying key deliverables, dependencies and both internal and external milestones required to successfully execute the project.

**Phase III** | **Execute**
AVI-SPL will complete all engineering, programming, fabrication, and on-site installation activities. When the installation is complete, testing is executed prior to the final inspection and acceptance of the deployed solutions.

**Phase IV** | **Monitor**
This phase is focused on consistent review of project work activities to ensure alignment with the approved project plan. Our team delivers quality assurance through checks and balances along with consistent testing at specified intervals in the project lifecycle. We will review risk management plans and deploy risk mitigation strategies to ensure scope, schedule and budget remain on track.

**Phase V** | **Close**
The final phase is centered on completion of all contractual and operational activities to ensure your complete satisfaction and readiness to sign-off on the completed project. This includes demonstration and training on using your new technology along with all final project documentation for service onboarding.

You will receive automated Customer Satisfaction Score (CSAT) and Net Promoter Score (NPS) surveys to provide feedback. We closely analyze the data to ensure we are providing outstanding customer service.
Investment Summary

Prepared For: Craig Bessinger
Ferrysburg City Council
17520 Ridge Avenue
Spring Lake, MI 49456-1282

Prepared By: Leonard Wernette-Leff
Date Prepared: 10/06/2022
Proposal #: 402819-1
Valid Until: 11/06/2022

Total Equipment Cost $5,323.70
Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Installation Services $900.00
Includes installation, sub-contractor labor, and wiring

Design, Integration, and Other Services $2,495.00
Includes engineering, project management, CAD, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all programming, warranties, etc., some performed at AVI-SPL

Direct Costs $0.00
Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative $98.29
Includes G & A expenses: vehicle mileage, as applicable

Freight-In $152.21
Includes freight-in and insurance, as applicable

Services - Room Support and Maintenance $3,852.00
Includes post-installation support and maintenance options selected for installed rooms

Subtotal $12,821.20
Tax Exempt (*)
Total $12,821.20

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC
Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved
Terms and Conditions

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(s) located here and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an Installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(s). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: https://avispl.com/terms-of-use/

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Name

Buyer Authorized Signatory Title

Date

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

AVI-SPL LLC

Proposal #: 402819-1

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# Room Summary - Council Room

## Equipment List

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<thead>
<tr>
<th>Mfg</th>
<th>Model</th>
<th>Description</th>
<th>Qty</th>
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<th>Extended Price</th>
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</table>

**Subtotal** $5,073.70

## Room Support and Maintenance

**Elite Maintenance Services - Room; 36-months**

$3,852.00
AVI-SPL Solution Scope of Work

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions Scope of Work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

Project Overview

AVI-SPL has put together a package of solutions designed to maximize Ferrysburg's investment in meeting and collaboration technology. To achieve this goal AVI-SPL is utilizing industry best practices for system design and is deploying proven and reliable devices and services.

Council Room

Audio System

- AVI-SPL will install an Audio Technica beam forming microphone array in the ceiling above the council area. This is intended to capture both the podium speaker and the council members. The sole purpose of this microphone is to provide quality audio to the room audience area as well as the live stream going out to the internet.
- A new digital signal processor (DSP) with analog I/O will also be installed to accommodate for the new microphone and the existing analog audio devices going to the room.

Additional Equipment

- AVI-SPL will remove the current microphone system from the equipment rack and install a new 10 port POE network switch for Dante' audio from the microphone to the DSP. This switch along with the DSP and I/O devices will reside in the current rack on two (2) new AVI-SPL provided rack shelves.

Miscellaneous

- AVI/SPL will provide all cabling and hardware necessary to provide a functional system according to this scope.
- Any additional cabling or hardware that may be needed onsite will be assessed by the AVI/SPL team and addressed to the customer by the Project Manager for their approval before implementation.
- Any general construction, data or electrical work that may be needed are to be done by others and is not part of AVI/SPL's scope.
Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal.

These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VoIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperability with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).
Software Licenses and Service Accounts
Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
- If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

Room Environmental Considerations
To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustically treatment, AVI-SPL can provide directions and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera’s field of view. Where the camera’s field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone’s location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.
Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- Unlimited onsite support M-F, 8am-5pm*
- Unlimited remote help desk support – available globally 24x7x365
- Facilitation of manufacturer repair or replacement programs – let us navigate your warranty terms
- Software and firmware updates managed remotely for covered assets

Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

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Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to our current standard time and material rates. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades – access to the help desk for customer-initiated software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support – available Monday through Friday, 8 a.m. – 5 p.m.*, excluding company holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

*Local standard time excluding AVI-SPL published holidays. For customers in the Middle East, services will be provided Sunday through Thursday from 8 a.m. – 5 a.m. local standard time, excluding United Arab Emirates (UAE) national holidays.
Integration Inclusions and Exclusions

Inclusions

The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD* format at no charge to AVI-SPL.
Exclusions

The following items are excluded from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.
Addendum to General Terms and Conditions – Global Chip Shortage

Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL’s warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.
Quotation #:  D220206-R3

Craig Bessinger
City of Ferrysburg
17520 Ridge Ave
Ferrysburg, MI 49456

RE: Conference Room Wireless Microphone System

Craig:

Buist Audio Visual has reviewed the requirements of the project and will provide labor, material, and equipment to complete the work per plans and specifications as follows:

- Provide and install a wireless microphone system to pick up the board members, clerks, and talkers at the podium for steaming audio listeners
- Equipment to be used:
  - (3) Shure ULXD4Q quad digital wireless microphone systems (12-systems total), includes:
    - (10) ULXD1 wireless bodypack transmitters with omni lavalier microphones
    - (1) ULXD8 wireless podium base with 10" shock-mounted gooseneck microphone
    - (1) ULXD2/SM58 wireless handheld microphone
  - (2) Shure SBC800 8-bay battery chargers with (12) lithium-ion rechargeable batteries
  - (1) QSC TSC-70-G3 7" touch screen system controller with tabletop mount
  - (1) QSC CORE NANO control processor with Scripting Engine Software License, perpetual
  - (1) USB connection to the owner provided computer for audio input and output
  - (1) QSC QIO-ML2x2 2x2 analog interface
  - (1) QSC NS10-125+ 10-port network switch preconfigured for Q-SYS
  - Reuse the existing computer
  - Reuse the existing Marantz audio recorder
  - Reuse the existing amplifier and speaker system
- Includes system programming and 30 minutes of training at the time of installation

Total Bid Price: $38,228.00

Price is based on all work being performed Monday through Friday from 7:00 AM to 4:30 PM.

Due to current supply chain challenges, material costs are subject to review until a PO/contract is received/signed, at which time we will secure all available materials. For longer lead time items, we are seeing shorter expiration dates on supplier/manufacturer quotes, as well as price escalation in the interim between PO issuance and date of shipment. We will make every effort to keep you informed and be transparent with any costs we need to pass along on these items. We regret the necessity of this addition to our quote letters and will continue to work diligently to keep these costs in check – looking forward to the day this statement can be removed. We appreciate your understanding and thank you for the opportunity to submit this quotation.
Please feel free to contact me directly at (616) 583-4093 or via email at rlehmoine@buistav.com with any questions.

Respectfully,

BUIST AUDIO VISUAL

Ray Lehmoine

Ray Lehmoine
AV Solution Architect

RL/kd

Notice to Proceed

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Date Accepted: __________Signature: __________________________ P.O. #: __________

(Please sign and email back)
APPLICATION FOR APPOINTMENT

Board/Commission Appointment you are seeking: Beautification, Recreation

Name: Lisa O'Neill

Street Address: 17424 Parkwood Unit D
City/State/Zip: Spring Lake 49456

E-mail address: Namewanted.alien@optcomglobal.net

Telephone (Day): 616 696 0451
Telephone (Evening): None

Best Time to Call: After 11:00 AM

Are you a Registered Voter in the City: Yes

How Many Years Have You Been A City Resident: Almost 2 years

Occupation: Retired Nurse Maker

Background/Experience/Interests: HOA Board Chairman, on Various Committees, DIY Projects, Past PTA President

State why you are applying to be appointed, indicate any special qualifications and experience you have which would be beneficial to the appointment you are seeking. Also indicate any special concerns or issues which you perceive to be important regarding the appointment you are seeking (attach additional sheets if necessary):

I'm looking to be involved in the community I live in to give back and help others.

Your Signature: [Signature]

Date:

(Return to: Ferrysburg City Clerk, 17290 Roosevelt Road, P.O. Box 38, Ferrysburg, MI 49409)
October 13, 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.

At the June 6, 2022, meeting, the consensus of City Council was to schedule a work session on the first monthly meeting.

Suggested topics for the work session:

- MML Classification and Compensation Study
- Wm. Ferry Park Seawall

C: Amber Schaner, City Clerk