FERRYSBURG CITY COUNCIL MEETING

AGENDA

MONDAY, JUNE 5, 2023
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. Moment of Silence

4. Pledge of Allegiance

5. Public Comments:

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

   a. Approve the May 15, 2023, City Council meeting minutes as printed.

   b. Approve the Mayor’s Proclamation declaring Ferrysburg a Safe Child City and June 10, 2023 as Safe Child City Awareness Day.

7. New Business:

   a. Work Session: Board of Light and Power

   b. Discussion, and to take action if appropriate to adopt Ordinance No. 328, an ordinance to amend the City Code by amending Chapter 154, Zoning, Section 9.20 Zone District Map.

   c. Discussion, and to take action if appropriate, to adopt Ordinance No. 329, an ordinance to amend the City Code, Chapter 154 Zoning, to amend Section 2.20 to include the definitions of personal and commercial storage suites and self-storage facility; to amend Section 4.80 to include special land use specific standards for personal and commercial storage suites and self-storage facilities; to amend Section 9.110 to allow accessory dwelling units, personal and commercial storage suites, and self-storage facilities as special land uses in the GC General Commercial zoning district; and to amend Section 9.120 to allow self-storage facilities and personal and commercial storage suites as special land uses in the Light Industrial LI-1 zoning district.

   d. Discussion, and to take action if appropriate, to approve/not approve a recommendation from the Recreation Commission to approve the site plan for City Hall.

   e. Discussion, and to take action if appropriate, to place on the July 17 City Council agenda, consideration to adopt a proposed resolution regarding leasing a portion of the premises at 17520 Ridge Avenue to The Gateway Church, which resolution shall remain on file with the City Clerk for not less than 15 days prior to consideration by the City Council and that a summary of the minutes of the June 5, 2023, meeting of the City Council be published in the Grand Haven Tribune.

   f. Presentation: Council Member O’Donnell: Citizen Planner

   g. Work Session: City Events

   h. Work Session: 2023 City Council Goals
8. Public Comments:

9. Reports: City Manager
   City Council Members
   Mayor

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


Absent: Jerry Sias

Also present: City Manager Bessinger, City Clerk/Treasurer Schaner, and 10 citizens.

23-071 Moved by Council Member O'Donnell, seconded by Council Member Montgomery, to excuse Council Member Sias. The motion passed unanimously.

23-072 Moved by Council Member O'Donnell, seconded by Council Member Cate to approve the May 1, 2023, City Council minutes as printed. The motion passed unanimously.

23-073 Moved by Council Member O'Donnell, seconded by Council Member Cate, to adopt Ordinance No. 327, an ordinance to regulate miscellaneous offenses in the City. The motion passed unanimously.

23-074 Moved by Council Member Cate, seconded by Council Member Montgomery, to approve a recommendation from the Planning Commission to amend the City Code, Chapter 154 Zoning, Article IX Districts and District Standards, to rezone from RG2 Medium Density Residential to GC General Commercial, a part of parcel no. 70-03-09-300-039, commonly known as vacant land. Area to be rezoned is 4 acres more or less. The motion passed, 5 years, 1 nay (O'Donnell).

23-075 Moved by Council Member Cate, seconded by Council Member Montgomery, to approve a recommendation from the Planning Commission to City council to amend the City Code, Chapter 154 Zoning, to amend Section 2.20 to include the definitions of personal and commercial storage suites and self-storage facility to amend Section 4.80 to include special land use specific standards for personal and commercial storage suites and self-storage facilities; to amend Section 9.110 to allow accessory dwelling units, personal and commercial storage suites, and self-storage facilities as special land uses in the GC General Commercial zoning district; and to amend Section 9.120 to allow self-storage facilities and personal and commercial storage suites as special land uses in the Light Industrial LI-1 zoning district. The motion passed, 5 years, 1 nay (O'Donnell).

23-076 Moved by Council Member O'Donnell, seconded by Council Member Montgomery, to approve a recommendation from the Planning Commission to approve a Special Land Use and for Site Plan Approval for a Church to parcel no. 70-03-09-300-059, commonly known as 17685 174th Avenue, Leppinks Food Centers. The motion passed unanimously.

23-077 Mayor Blease opened a public hearing at 7:50 p.m. to discuss the proposed 2023-2024 City Budget and closed the public hearing at 7:51 p.m. when there were no comments to be received.
23-078 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to adopt a resolution regarding Public Employer contributions to Medical Benefit Plans. The motion passed unanimously.

23-079 Moved by Council Member Montgomery, seconded by Council Member Murdoch, to approve a resolution to authorize the City’s 2023 summer Tax Levy at 10.5943 mills. The motion passed unanimously.

23-080 Moved by Council Member O’Donnell, seconded by Council Member Carlson, to adopt a resolution adopting sewer and water rates and charges. The motion passed unanimously.

23-081 Moved by Council Member Carlson, seconded by Council Member Montgomery, to approve a resolution adopting the 2023-2024 City budget of $6,328,822 and appropriating funds for said purposes. The motion passed, 4 ayes 0 Nay, 1 abstain (O’Donnell).

23-082 Moved by Council Member Cate, seconded by Council Member Montgomery, to approve a proposal from CM Contractors for $66,503.00 for the Mary Avenue Street Drain Outlet Dredging Project. The motion passed unanimously.

23-083 Moved by Council Member Montgomery, seconded by Council Member Murdoch, to approve the appointment of Richard Carlson as an alternate to the Police Commission for the period June 1, 2023, through June 30, 2023.

23-084 Moved by Council Member Carlson, seconded by Council Member Murdoch, to schedule a work session as a regular agenda item on June 5, 2023.

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

The meeting was adjourned at 8:10 p.m.

Respectfully submitted,

Scott Blease  Amber Schaner
Mayor       City Clerk
Proclamation for A Safe Child Awareness Day
June 5, 2023

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

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

Whereas: There are child predators in every country, and

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

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

Therefore: In conjunction with the founding of the Missing and Exploitative Children Network. We the Ferrysburg City Council hereby declare our city A Safe Child City and June 10th, 2023 Safe Child City Awareness Day. This the 5th of June 2023.

________________________________________
Scott Blease, Mayor
May 31, 2023

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: Proposed Ordinance No. 328 and 329

At the May 15 City Council meeting, after a lengthy discussion there was vote taken to adopt Ordinances no. 328 and 329, both adopted on a 5 to 1 vote. In error, I ought to have called for a no vote on each ordinance, as both ordinances were an introduction of first reading.

Ordinances no. 328 and 329 are on the June 5, 2023, agenda for Council’s consideration to adopt.

c: Amber Schaner, City Clerk
CITY OF FERRYSBURG

Ordinance No. 328

An Ordinance to amend the City Code by amending Chapter 154, Zoning, Section 9.20 Zone District Map

THE CITY OF FERRYSBURG ORDAINS:

Section 1. Chapter 154 Zoning, Section 9.20 Zone District Map, is hereby amended to provide that the following described property be changed from RG-2 Medium Density Residential, to GC General Commercial:

A part of parcel no. 70-03-09-300-039, commonly known as vacant land. Area to be rezoned is 4 acres more or less. *(exact legal description to be inserted).*

Section 2. This Ordinance was approved and adopted by the City Council on the ___ day of ___, 2023, and shall take effect upon publication in the Grand Haven Tribune, a newspaper of general circulation in the City of Ferrysburg.

CITY OF FERRYSBURG

Scott Blease, Mayor

Amber Schaner, City Clerk
An Ordinance to amend the City Code by amending Chapter 154, Zoning, to amend Section 2.20 to include the definitions of personal and commercial storage suites and self-storage facility; to amend Section 4.80 to include special land use specific standards for personal and commercial storage suites and self-storage facilities; to amend Section 9.110 to allow accessory dwelling units, personal and commercial storage suites, and self-storage facilities as special land uses in the GC General Commercial zoning district; and to amend Section 9.120 to allow self-storage facilities and personal and commercial storage suites as special land uses in the Light Industrial LI-1 zoning district.

THE CITY OF FERRYSBURG ORDAINS:

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

PERSONAL AND COMMERCIAL STORAGE SUITES a facility within a building or group of buildings in a private compound that contains individual storage warehouse suites for personal or business purposes. If authorized, warehouse suites may include accessory office, kitchen, and bathroom facilities, as well as accessory dwelling units.

SELF-STORAGE FACILITY is building or group of buildings in a controlled access and/or fenced compound that contains varying sizes of individualized, compartmentalized, and controlled access rooms, stalls, or lockers for storing customers' goods or wares.

Section 2. Chapter 154 Zoning, Section 4.80 Special Land Use Specific Standards is hereby amended to include the following paragraphs s) and t) to read in their entirety as follows:

s) Personal and Commercial Storage Suites
   1) Two (2) parking spaces are required per personal or commercial storage suite.
   2) Business operations shall not be conducted out of personal or commercial storage suites unless the use is a permitted or a special land use within the applicable zoning district and approved by the Zoning Administrator or Planning Commission, as applicable. Any business use beyond basic storage shall comply with all other requirements for the use, including minimum parking requirements.
   3) Where abutting a residentially zoned lot or parcel, setbacks shall be no less than 25 feet.

t) Self-Storage Facility
   1) Parking spaces required by Section 6.40 E may be reduced or deferred if the
applicant demonstrates that it is not necessary based on anticipated use.

2) Use of any storage unit for the conduct of manufacturing, repair, service, sales, fabrication, assembly, or any other business purpose other than the storage of goods or merchandise is prohibited.

3) Areas provided for outdoor storage of automobiles, boats, recreational vehicles, trailers, and similar personal property shall be designated on the site plan.

4) Outdoor storage shall not be located within any required setback area and shall be on an asphalt or concrete surface.

5) Outdoor storage areas shall be screened from view by a six-foot privacy fence, thick evergreen vegetation, or a combination of privacy fencing and evergreen vegetation.

6) Where abutting a residentially zoned lot or parcel, setbacks shall be no less than 25 feet.

Section 3. Chapter 154 Zoning, Section 9.110 Zone Districts - Core Commercial (CC) and General Commercial (GC) is hereby amended to include the following rows to Table 9.110 under 7. Miscellaneous in the following manner, and to classify accessory dwelling unit, personal and commercial storage suites, and self-storage facilities as special land uses in the General Commercial Zoning District:

<table>
<thead>
<tr>
<th>Use</th>
<th>CC</th>
<th>GC</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Miscellaneous</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Accessory dwelling unit</td>
<td>NP</td>
<td>S</td>
</tr>
<tr>
<td>j. Personal and commercial storage suites</td>
<td>NP</td>
<td>S</td>
</tr>
<tr>
<td>k. Self-storage facility</td>
<td>NP</td>
<td>S</td>
</tr>
</tbody>
</table>

Section 4. Chapter 154 Zoning, Section 9.120 LI Zone Districts - Light Industrial District (LI-1, LI-2, and LI-3) is hereby amended to include the following special land uses in the LI-1 zoning district, to be inserted as numbers 12 and 13 under paragraph c).

12) Self-storage facility
13) Personal and commercial storage suites

Section 5. This Ordinance was approved and adopted by the City Council on the ___ day of ___ 2023 and shall take effect upon publication in the Grand Haven Tribune, a newspaper of general circulation in the City of Ferrysburg.
Scott Blease, Mayor

Amber Schaner, City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Ferrysburg, Ottawa County, Michigan, do hereby certify that the above Ordinance, or a summary thereof, was published in the *Grand Haven Tribune*, a newspaper of general circulation in the City on ________________, 2023.

Dated: ______________, 2023
May 31, 2023

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: The Gateway Church Lease

On August 21, 2021, City Council approved a Lease Agreement with The Gateway Church to lease room 6 for 9 months and waive the rental fee.

On March 7, 2022, City Council approved a 12-month Lease Agreement for the Gateway Church to continue to lease room 6, with a rental fee of $50 per month. The lease expired May 31, 2023.

As it takes 2 meetings of the City Council to approve a Lease Agreement, a short-term rental agreement was entered into with The Gateway Church to continue renting room 6 until a Lease Agreement is in place.

The Gateway Church expressed interest in renewing their lease agreement and inquired if a lease could be agreed on in perpetuity which would continue with a termination clause. The attached draft Lease Agreement is for 2 years with the option to renew for an additional 2 years. City Attorney Brook Bisnet has reviewed the draft Lease Agreement.

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

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

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

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

WHEREAS, the City has complied with the notification requirements of City Charter Section 5.31.1.

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

Offered by Council Member ____________.
Seconded by Council Member ____________.

Yea:  ____________
Nay: ____________
Absent: ____________

Certification
The foregoing Resolution was adopted by the Ferrysburg City Council at a regular meeting held on the ___th day of ________ 2023.

_________  2023
Amber Schaner, City Clerk
LEASE

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

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

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

3. Initial Lease Term and Extension Term. Subject to Section 3.A, the initial term of this Lease will commence on August 1, 2023 and will continue until midnight July 31, 2025, at which time the lease will terminate. The Tenant may elect to extend the term of this lease for one (1) additional consecutive term of two (2) years expiring on July 31, 2027. To exercise the right to extend the lease the Tenant shall give written notice to the City Manager not later than April 1, 2026. Such extension term shall be subject to the terms of Section 3.A. In the event of an extension, the monthly rent for the extension term, shall increase (but not decrease) in proportion to the increase in the cost of living during the initial lease term as published by the U.S. Bureau of Labor Statistics, All Urban Consumers.

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

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

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

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

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

7A. Tenant shall be responsible for staff and visitors to adhere to CDC Guidelines for the prevention of COVID-19. In addition to adhering to CDC Guidelines for the prevention of spreading COVID-19, at the end of each day Tenant shall sanitize and clean any area it uses and anything its staff or visitors come into contact with during the day.

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

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

10. **Rules and Regulations.**
    10.1 **Use of Entrances.** Employees, clients, and other guests of the Tenant will use the South entrance of the building. The use of entrances is shared with the City and other tenants.
    10.2 **Keys.** The City will provide the Tenant with a key or keys to the building and rooms that are exclusively occupied by the Tenant. Tenant agrees to follow the written policy of the City regarding the use and possession of keys and the policy for locking the building and classrooms.
    10.3 **Rules and Regulations.** The City reserves the right to make written rules and regulations regarding the use of the leased premises, the building, and grounds. The Tenant shall comply with such written rules.
11. **Liability and Casualty Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: __________________________ by: __________________________

The Gateway Church

CITY OF FERRYSBURG

Date: __________________________ by: __________________________

Scott Blease, Mayor

Date: __________________________ by: __________________________

Amber Schaner, City Clerk
Good morning Craig,

Sharon asked me to reach out to you regarding your questions about an “Official” City event, and how that is determined. This is a great question, and I’m going to do my best to answer your question from the insurance side of things.

Every event hosted in the City or by the City comes with inherent liability exposures. In the litigious society we live in today there is simply no way to avoid this. However, there are things that can be done to mitigate the risk that the City would have a claim and limit your liability exposure. MTTP does a nice job with their Risk Control team when it comes to special events. In terms of insurance, an “Official” event could be defined as a “Special Event” by the carrier. The Risk Control Department at MTTP defines a “Special Event” as activities that are not directly related to the day-to-day activities of your governmental entity. I’ve attached some information for your review with their “Special Event Guidelines”. Feel free to look this over and contact me if you have any questions or want to discuss further.

Yes, the City would have liability exposure if an individual elected member developed an event without approval that utilizes City resources. There is no way that the City could escape the potential liability exposure on this since the event is utilizing City resources, and the event was developed by an elected City official.

If you have any specific questions or examples you would like to go over with me, please let me know. I hope this information helps answer your questions.

Thanks,

Chris
MTPP Risk Control Special Events Guidelines

The Risk Control Department defines “special events” as activities that are not directly related to the day-to-day operations of governmental entities, but may occur on premises owned or controlled by the entity. However, with today’s litigious society, the “risks” associated with these activities must now be carefully examined for potential liability, both against the event sponsor and the governmental entity involved. Special events are rated in four categories. The below definitions are not all-inclusive and serve as a guideline.

- **Low Hazard.** No physical activity by participants and no severe exposures to spectators, such as: Outdoor meetings, small theatrical performances, auctions, and social gatherings having no alcoholic beverages.

- **Medium Hazard.** Limited physical activity by participants and no severe exposure to spectators, such as: Dances, flea markets, picnics, parades with no floats, and “family type concerts”, having no alcoholic beverages.

- **High Hazard.** Considerable physical activity by participants and/or moderate to severe exposure to spectators, such as: Team sporting events (non-professional), circuses and carnivals with rides, stationary amusement structures (i.e. dunk tanks), inflatable play structures, parades with floats, marathons or similar events.

- **Special Hazard.** Fireworks displays. All functions where alcoholic beverages are served, rock concerts, professional or collegiate sporting events, and events with crowd size of up to and over 5,000 persons.

The Risk Control Department requires a special event application be completed and submitted no later than 45 days prior to the event for underwriting approval. The purpose of the application is to provide an overall view of the event and checklist of exposures that may be present.

Items that will be required in addition to and forwarded with the completed application if being sponsored and / or held on entity owned property are:

- Certificates of Insurance for any services or products being provided by outside vendors (i.e. moonwalks, performers, pony rides, children’s games, carnival vendors, dunk tanks, fireworks, etc. This is not an all-inclusive list). Limits of liability required should not be less than $1,000,000 per occurrence and/or aggregate combined single limit for personal injury, bodily injury and property damage. Additionally, the entity and the entity Committee (if applicable) should be named as additional insured’s on the vendor’s policy.

- Alcohol. If an event is allowing alcohol to be sold, the vendor/entity selling the alcohol will need to secure the proper special event liquor license with the State and provide risk control proof of liability coverage. If a group other than the entity is sponsoring the alcohol, the entity will need to be named as an additional insured on the policy (unless being held on private property). Policy limit should be a minimum of $1,000,000.00

Fireworks. An application along with a site plan must be submitted to be approved for coverage. Risk Control will continue to require a completed site plan, and certificates of insurance from vendor setting off the fireworks for coverage being placed through the Par-Plan Program. Minimum limit of liability is
$1,000,000.00. Remember if a pyrotechnics is not setting off the fireworks, coverage will not be offered through the Par-Plan Program.

If the entity elects to accept the pyrotechnics insurance, an application is still required and must indicate that choice accompanied along with a signature of denial listed on the Par-Plan Fireworks application.

If the entity is just issuing a permit to another entity or private individual—by law it is still their responsibility to receive a site plan for review by their Fire Chief.

-Parade / Float entries. The entity may want to review the current policy of sponsoring the parade and encourage an outside organization to sponsor the parade and the entity’s only involvement would be to grant permission to hold the parades.

In the event, the entity wishes to pursue sponsorship, participants wishing to be part of the parade and float entries must be required to complete and sign a registration form containing a hold harmless clause indemnifying the entity and from any and all claims.

All drivers must hold a valid driver’s license, if driving a motor vehicle or float in the parade. Additionally, proof of insurance for private vehicles (as required by law) is required from participants. This may be accomplished by requesting a copy of the participant’s declaration page showing these (3) areas of concern:

1. Current dates of coverage
2. Limits of Liability
3. Driver’s personal vehicle listed on the policy

-Emergency Vehicles. Non-emergency personnel (even family members) shall not be allowed to ride on or in emergency vehicles under any circumstance. Should any mishaps occur the entity and department could be held liable. One of the exceptions to the governmental immunity protection afforded to municipal entities is from the negligent operation of municipal owned vehicles. Consequently, should someone other than an employee be injured, the municipality could possibly be exposed to a lawsuit in which the doctrine of common law would apply and possibly forfeit governmental immunity.

All of the above recommendations/requirements will help you in managing your risk exposures during your special event. Upon receipt of your application and our risk control review, we may then further assist you in making your event a pleasure for all
May 24, 2023

TO: Mayor and City Council Members

FROM: Craig Bessinger, City Manager

RE: 2023 City Council Goals Update

Goal 1: Keep & maintain a balanced budget
At the May 15 meeting, City Council adopted the 2023-2024 City Budget. The budget was created to maintain existing city assets and provide the services residents rely on.

Goal 2: City Infrastructure, street improvements, drainage & underground utilities
Funds were budgeted for catch basins cleanings, storm sewer repairs, sidewalk repairs, overband crack sealing, and repairs to the sanitary sewer system identified from the SAW grant.

Goal 3: Economic development growth & retention, including the idea of developing a central “downtown” business district
The Economic Development Task Force has completed their work and applications are being accepted to the Brownfield Redevelopment Authority Board with their expanded duties.

Goal 4: Safety of residents & visitors/reducing traffic speed, continued service calls from police, fire EMT, DPW, etc.
The Sherriff’s Department, Fire Department and the Public Works Department continue to work to keep residents safe.

Goal 5: Smith’s Bridge funding for fisherman’s platform & multi use /bike path
Staff continues to advocate for a sidewalk on the westerly side of the bridge and a non-motorized path on the southerly side of the bridge.

Goal 6: Improve Communication with City residents, including creating a welcome packet for new residents and fostering involvement in City government.
Packet for new residents are being mailed out and staff works to keep the City’s web site and Facebook page current.

Goal 7: ADA Universal design for city hall, parks, DPW, Fire Barn, Ferrysburg Nature Preserve, and install a kayak launch.
Grants have been submitted for improvements at Fire Barn Park, Wm. Ferry Park and Coast Guard Park. Proposed improvements include ADA Universal design standards.

Goal 8: City Branding
As part of Goal 6, keeping social media current helps keep the City visible.
Goal 9: Collaboration with other municipalities
Staff continue to look at ways to collaborate with other communities which will be beneficial to Ferrysburg and other communities.

Goal 10: Regional transportation (Mat’s & Harbor Transit)
There is no update on this goal as MATS reviews funding options for their transportation system.

c: Amber Schaner, City Clerk