

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 13, 2005

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
 - A. 2005 Employee Service Awards. CIVIL SERVICE
 - B. Recognize Volunteers on the Various City Boards/Committees/Commissions. MAYOR AND CITY COMMISSION
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Policy for Sale of City-Owned Residential Property in the Historic Infill Area. PLANNING & ECONOMIC DEVELOPMENT
 - C. Agreement Between Muskegon Police Department and Muskegon Township Police Department. PUBLIC SAFETY
 - D. Nims Street Tank Painting. ENGINEERING
 - E. Liquor License Request to Transfer Co-Licensee – City Café. CITY CLERK
- ❑ PUBLIC HEARINGS:
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
- ❑ NEW BUSINESS:
 - A. 2006 User Fee Update. FINANCE
 - B. 2006 Salary Schedule and Fringe Benefits for Non-Represented Employees and the 2006 Salary Schedule for Part-Time and Limited-

Term Employees. CITY MANAGER

C. **Hartshorn Marina Renovation Project – Re-bid.** ASSISTANT CITY MANAGER

D. **30" Clearwell Valve Operators and Stems Replacement.** WATER FILTRATION PLANT

E. **Contract with Architect Hooker DeJong and Cole & Russell.** PUBLIC SAFETY

F. **Additional Landscaping Along Shoreline Drive.** ENGINEERING

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

- ***Reminder: Individuals who would like to address the City Commission shall do the following:***
- Fill out a request to speak form attached to the agenda or located in the back of the room.
- Submit the form to the City Clerk.
- Be recognized by the Chair.
- Step forward to the microphone.
- State name and address.
- Limit of 3 minutes to address the Commission.
- (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:** To discuss pending litigation.

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT GAIL A. KUNDINGER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: December 13, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, November 22, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 13, 2005

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, December 13, 2005.

Mayor Warmington opened the meeting with a prayer from Pastor Penny Johnson from Oak-Crest Church of God after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Bill Larson, Commissioner Lawrence Spataro, Chris Carter, Kevin Davis, Stephen Gawron, and Clara Shepherd, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Gail Kunding.

2005-114 HONORS AND AWARDS:

A. 2005 Employee Service Awards. CIVIL SERVICE

The Civil Service Commission Vice President, Mayor and Commission recognized the employees for their years of service.

B. Recognize Volunteers on the Various City Boards/Committees/Commissions. MAYOR AND CITY COMMISSION

The Mayor and Commission thanked the volunteers for their time and hard work.

2005-115 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, November 22, 2005.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

C. Agreement Between Muskegon Police Department and Muskegon Township Police Department. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the City enter into an agreement with Muskegon Township which would allow Muskegon Police armorers to inspect and repair firearms currently used by Muskegon Township officers. This is a one-time request by the Muskegon Township Police Chief. This request involves approximately 15 weapons.

FINANCIAL IMPACT: Any needed parts will be paid for by Muskegon Township. As we are currently involved in our 2005 annual firearms inspection, this request will not have any adverse effect on our armorers.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

D. Nims Street Tank Painting. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to re-enter into an engineering services agreement with Nelson Tank Engineering & Consulting out of Lansing for a not-to-exceed cost of \$20,330. The scope of services includes revising the contract documents that were prepared in 2004, construction management, and daily inspection should the project be awarded. Nelson Tank was originally awarded this project back in April of 2004 and subsequently prepared the bid documents. Unfortunately, the bids were rejected due to limited funds.

In 2004, two proposals were evaluated: Nelson's was for \$20,175 of which \$1,700 was spent back then to prepare the specifications, and Dixon Engineering out of Lake Odessa who submitted a very similar proposal with a not-to-exceed price of \$21,987.50.

FINANCIAL IMPACT: The cost for engineering services (Contract specifications & Inspection) of \$20,175.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize staff to re-enter into an engineering services agreement with Nelson Tank Engineering & Consulting.

E. Liquor License Request to Transfer Co-Licensee – City Café. CITY CLERK

SUMMARY OF REQUEST: We have been notified by the Liquor Control Commission that the resolution that was presented to you on September 27, 2005, was worded incorrectly. PKT Twelve, Inc. is requesting to drop Ashley-Chandler, Ltd. as the co-licensee and add lordache holdings, Inc.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the corrected resolution.

Motion by Commissioner Gawron, second by Commissioner Shepherd to approve the Consent Agenda as presented with the exception of item B.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro, and Warmington

Nays: None

MOTION PASSES

2005-116 ITEM REMOVED FROM THE CONSENT AGENDA:

B. Policy for Sale of City-Owned Residential Property in the Historic Infill Area. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the "Policy for Sale of City-Owned Residential Property in the Historic Infill Area". This policy is an elaboration of the Resolution to Create an Historic Home Infill Program that was approved by the City Commission in 2003. This policy is only for the area located on W. Muskegon Avenue between Fourth and Fifth Streets. The City had already sold two of the properties in this area for infill. There has been some interest for new construction. This policy addresses new construction as well as moving a historic home into the district. The only incentive anyone would be able to get in this area would be a Neighborhood Enterprise Zone Certificate for the new construction. The policy was designed incorporating our Policy for Sale of City-Owned Residential Property and the Historic District Design Guidelines for New Construction.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign said resolution.

Motion by Commissioner Carter, second by Commissioner Spataro to approve the policy for sale of City-owned residential property in the Historic Infill Area.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nays: None

MOTION PASSES

2005-117 NEW BUSINESS:

A. 2006 User Fee Update. FINANCE

SUMMARY OF REQUEST: City departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution for your consideration. New fees and fee changes proposed for 2006 include the following:

- Restructuring of various cemetery service fees to reflect operational changes and to spark demand for certain services such as columbarium

niches;

- Changes in certain Clerk Office fees to improve consistency;
- Increase in senior transit fee;
- Changes to cat license fees to make them consistent with County dog license fees;
- Increases in certain building permit fee categories;
- Slight increases in some Marina fees;
- New park fees for sports field preparation and reserved use of tennis courts;
- Administrative cleanup of certain obsolete fees

FINANCIAL IMPACT: Increased revenue for fee supported activities.

BUDGET ACTION REQUIRED: None at this time. Adoption of the 2006 Master Fee Resolution will help the City attain its 2006 budgeted revenue estimates.

STAFF RECOMMENDATION: Approval.

Motion by Vice Mayor Larson, second by Commissioner Carter to approve the 2006 user fee update.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson

Nays: None

MOTION PASSES

B. 2006 Salary Schedule and Fringe Benefits for Non-Represented Employees and the 2006 Salary Schedule for Part-Time and Limited-Term Employees. CITY MANAGER

SUMMARY OF REQUEST:

- 1) To establish the 2006 salary ranges for part-time and limited-term employees;
- 2) To approve and adopt the proposed salary ranges and salary schedules for the non-represented administrative, technical, professional, and supervisory employees for 2006 (2.0% increase);
- 3) Increase Sunday and Holiday pay from 1.50 to 2 times rate of pay for non-union employees eligible for overtime pay;
- 4) Adopt a pay policy for non-represented employees.

FINANCIAL IMPACT:

- 1) Minimal. There are minor changes to steps and pay grades.

- 2) The salary increases will cost approximately \$52,000 plus approximately \$13,000 in added fringe benefit costs.
- 3) Minimal additional cost.
- 4) Minimal, if any, additional cost.

BUDGET ACTION REQUIRED: To authorize the necessary 2006 budgetary amendments and transfer of money from the affected City funds (Contingency Account for General Fund) to the appropriate salary and fringe benefit accounts to accommodate the salary increases and fringe benefit adjustments.

STAFF RECOMMENDATION:

- 1) To approve the proposed 2006 salary ranges for part-time and limited-term employees;
- 2) To approve and adopt the proposed 2006 salary ranges, salary schedules, and fringe benefit changes for non-represented employees;
- 3) To adopt a pay policy for non-represented employees.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the 2006 salary schedule and fringe benefits for non-represented employees and the 2006 salary schedule for part-time and limited-term employees.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro, and Warmington

Nays: None

MOTION PASSES

C. Hartshorn Marina Renovation Project – Re-bid. ASSISTANT CITY
MANAGER

SUMMARY OF REQUEST: To approve an agreement with Great Lakes Dock & Material for construction and improvements of Phase III marina renovations.

FINANCIAL IMPACT: \$958,382 with the MDNR providing a 50% match. The project funding source is a \$1 Million grant from the State of Michigan Department of Natural Resources (MDNR) with an equivalent City of Muskegon match of \$1 Million. The remaining money is expected to be used towards other marina related enhancements.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve.

Motion by Vice Mayor Larson, second by Commissioner Gawron to award the contract to Great Lakes Dock & Material for the reconstruction of Hartshorn Marina.

ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, and

Spataro

Nays: None

MOTION PASSES

**D. 30" Clearwell Valve Operators and Stems Replacement. WATER
FILTRATION PLANT**

SUMMARY OF REQUEST: Endorse Contractor replacement of the 30" clearwell valve operators and stems by Franklin-Holwerda Company and Solomon Diving, Inc.

FINANCIAL IMPACT: Total cost of \$31,460 from the water fund (\$21,800 for Franklin-Holwerda Company and \$9,660 for Solomon Diving, Inc.).

BUDGET ACTION REQUIRED: Applied to the 2006 Water Filtration Plant budget and to be reflected in the quarterly budget reforecast.

STAFF RECOMMENDATION: Recommend the Mayor and Commissioners endorse contracting the valve operator and stem replacement with Franklin-Holwerda Company and Solomon Diving, Inc.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the 30" clearwell valve operators and stems replacement contract and award to Franklin-Holwerda Company and Solomon Diving, Inc.

ROLL VOTE: Ayes: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, and Carter

Nays: None

MOTION PASSES

**E. Contract with Architect Hooker DeJong and Cole & Russell. PUBLIC
SAFETY**

SUMMARY OF REQUEST: Staff is requesting that you accept the final negotiated fee of 7.5% of construction costs for the design of the new Central Fire Station. This fee now includes not only design preparation but also bidding and construction administration phase work. A draft contract is being finalized by the City Attorney. We also request that you authorize the City Attorney to approve the final contract language.

FINANCIAL IMPACT: As stated, the fee will be 7.5% of construction costs.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approve the request and authorize the Mayor and City Clerk to sign the contract when approved by the City Attorney.

Motion by Commissioner Shepherd, second by Vice Mayor Larson to approve the contract with architect Hooker DeJong and Cole & Russell.

ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, and Gawron

Nays: None

MOTION PASSES

F. Additional Landscaping Along Shoreline Drive. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into a contract with Double L Enterprise Inc. out of Montague to install/plant additional landscaping along Shoreline Drive between Western Avenue and Ottawa Street.

FINANCIAL IMPACT: The cost of planting (\$112,970.47) plus minor architectural fee to stake the flower beds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Waive irregularities in the bids resulting from omission and errors on Double L's bid and authorize staff to enter into a contract with Double L since they are willing to honor their bid with the omission of bid item number 9 and the corrected total of item number 23.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the additional landscaping along Shoreline Drive and waive irregularities in the bids resulting from omission and errors on Double L's bid and authorize staff to enter into a contract.

ROLL VOTE: Ayes: Spataro, Carter, Davis, and Gawron

Nays: Warmington, Larson, and Shepherd

MOTION PASSES

2005-118 ANY OTHER BUSINESS: Mayor Warmington, on behalf of the City Commission and citizens of Muskegon, thanked Vice Mayor Larson for his four years of service.

2005-119 CLOSED SESSION: To discuss pending litigation.

Motion by Commissioner Spataro, second by Commissioner Carter to go into Closed Session at 6:13 p.m.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nays: None

MOTION PASSES

Motion by Commissioner Carter, second by Commissioner Spataro to come out of Closed Session at 6:28 p.m.

ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, and Gawron

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner Carter to concur with the City Attorney's recommendation.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 6:29 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Gail A. Kunding". The signature is written in a cursive, flowing style.

Gail A. Kunding, MMC
City Clerk

CITY COMMISSION MEETING

December 13, 2005

TO: Honorable Mayor and City Commissioners
FROM: Karen Scholle, Civil Service Personnel Director
DATE: November 16, 2005
RE: 2005 Employee Service Awards

SUMMARY OF REQUEST:

Commission participation in the 2005 Employee Service Awards reception and award presentation. Please see attached memo.

FINANCIAL IMPACT:

Included in 2005 Civil Service budget.

BUDGET ACTION REQUIRED:

None. This is a 2005 Civil Service Budget item.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests your presence and participation in the service awards event.

Gail K

Civil Service Department

Memo

To: Mayor Warmington and City Commissioners
From: Karen Scholle, Civil Service Personnel Director
CC: S. Wierengo, B. Mazade, L. Slaughter, G. Kunder, Civil Service Commissioners
Date: December 1, 2005
Re: December 13, 2005 City Commission Meeting and 2005 Employee Service Awards

At the December 13 City Commission meeting, the "Honors and Awards" portion will include recognition of City employees incurring five-year milestone anniversaries in 2005 and presentation of longevity awards to them. There are 55 employees eligible for awards this year. Attached is your invitation to the reception. If possible, please stop in to congratulate our employees as your acknowledgement is important to them.

This is the plan for the 13th:

- You are invited to attend a light reception for the awardees and their significant others, which will take place from 4:00 – 5:15 p.m. in Room 103.
- Service award recipients received invitations for presentation of their award during the "Honors and Awards" portion of the City Commission meeting. RSVP's for this are now in process, with plans to update the Mayor on employee participation on December 13, 2005.
- When the "Honors and Awards" segment of the Commission meeting begins, will the Mayor please announce the recognition of employees receiving longevity awards of 5, 10, 15, 20, and 25 years of service to the City.
- During award presentations, will the Mayor and City Commissioners please stand down in front of the Commission seating and congratulate the employees.
- Staff will be present to take photos.

This year there are 55 employees eligible for service awards. While we always hope for increased employee presence, historically a small number of people participate in the reception and presentations.

If you have any questions concerning the reception and awards, please contact me at telephone number 724-6719.

Thank you,

Karen Scholle

CITY COMMISSION MEETING
Tuesday December 13, 2005

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: December 2, 2005

SUBJECT: Agreement between Muskegon Police Department and
Muskegon Township Police Department

SUMMARY OF REQUEST:

The Director of Public Safety requests that the City enter into an agreement (attached) with Muskegon Township which would allow Muskegon Police armorers to inspect and repair firearms currently used by Muskegon Township officers. This is a one-time request by the Muskegon Township Police Chief. This request involves approximately 15 weapons.

FINANCIAL IMPACT:

Any needed parts will be paid for by Muskegon Township. As we are currently involved in our 2005 annual firearms inspection, this request will not have any adverse effect on our armorers.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of this request.

**City of Muskegon / Muskegon Township
Firearms Inspection Agreement**

Agreement made and entered into this 13th day of December, 2005 by and between the City of Muskegon, a Michigan municipal corporation ("City"), and Muskegon Charter Township, a Michigan municipal corporation ("Township"), with reference to the following facts:

Background

A. The Township desires that the City's firearms range police officers install and inspect the firing mechanisms of the Township's Sig 229 on-duty firearms.

B. The Township shall purchase any needed supplies regarding the firearms and the City shall be responsible only for the installation and inspection of the firing mechanisms.

Therefore, the parties agree as follows:

1. **Inspection and Installation.** The City agrees to inspect the firing mechanisms of the Township's Sig 229 on-duty firearms, and make any necessary installations.

2. **Indemnification and Hold Harmless by Township.** To the fullest extent permitted by law, the Township agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working in behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working in behalf of the City by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

3. **Compensation.** The City agrees that it shall not charge Township for providing this service, other than City shall be reimbursed by Township for the cost of any and all supplies and necessary parts.

4. **General Provisions.**

a. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.

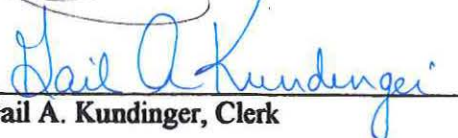
b. **Severability.** Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.

c. **Assignment or Delegation.** The Township may not assign all or any portion of its rights and obligations in this Agreement without the express prior written approval of the City, which approval may be withheld in the City's sole discretion.

CITY OF MUSKEGON

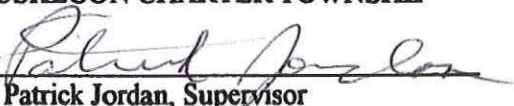
By 

Stephen J. Warmington, Mayor

By 

Gail A. Kunderger, Clerk

MUSKEGON CHARTER TOWNSHIP

By 

Patrick Jordan, Supervisor

By 

James Nielsen, Clerk

Date: December 13, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Proposal for
Nims Street Tank Painting

SUMMARY OF REQUEST:

Authorize staff to re-enter into an engineering services agreement with Nelson Tank Engineering & Consulting out of Lansing for a not to exceed cost of \$20,330. The scope of services includes revising the contract documents that were prepared in 2004, construction management and daily inspection should the project be awarded. Nelson Tank was originally awarded this project back in April of 2004 and subsequently prepared the bid documents. Unfortunately, the bids were rejected due to limited funds.

In 2004, two proposals were evaluated; Nelson's was for \$20,175 of which \$1,700 were spent back then to prepare the specifications and the other one was by Dixon Engineering out of Lake Odessa who submitted a very similar proposal with a not to exceed price of \$21,987.50.

FINANCIAL IMPACT:

The cost for engineering services (Contract specifications & Inspection) of \$20,175.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize staff to re-enter into an engineering services agreement with Nelson Tank Engineering & Consulting.

COMMITTEE RECOMMENDATION:



Nelson Tank Engineering
& Consulting, Inc.

16240 National Parkway
Lansing, MI 48906

PROPOSAL AND CONTRACT AGREEMENT

This agreement between the City of Muskegon, 933 Terrace Street, Muskegon, MI 49443 (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 1,000,000 Gallon Water Storage Tank (PROJECT) at Nims Street is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Twenty One Thousand Three Hundred Thirty Dollars (\$20,330). Terms of Payment shall be detailed in Section II.
- C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.



Proposed by CONSULTANT

11-17-05

Date

Contract Approved by CONSULTANT

Date

Contract Approved by OWNER (Title)

Date

Cosignature (If Required) (Title)

Date

SECTION I

Proposed Services and Responsibilities

1,000,000 Gallon Tank Painting and Repair

I Preparation of Specifications and Contract Documents

A Scope of Services Performed by the Owner

1. Provide a place for the bid opening.
2. Preside over the Bid Opening and open the bids received.
3. Review insurance certificate coverages.
4. Review Payment, Performance and Maintenance Bonds.

B Scope of Services Performed by Consultant

1. Prepare Contract Documents and Technical Specifications for project to include, but not limited to, the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. General Conditions
 - d. Detailed Specifications
 - e. Inspection Form
 - f. Proposal Format
 - g. Contract Agreement
2. Address all questions, written or verbal response, concerning the project which are submitted.
3. Direct mail Advertisements to Contractors who have been prior approved as capable and conscientious.
4. Send Specifications to selected appropriate Builders Exchanges and Dodge Reports.
5. Review the bids submitted to the Owner and recommend award.

6. Furnish Owner and Contractor Contract Documents to complete.
7. Review Payment and Performance Bonds of selected Contractor and the Insurance Certificates. The Owner's Insurance Consultant and Attorney should also review.
8. Furnish Owner with complete Notice to Proceed to sign and forward to the Contractor.

II Project Administration

- A. Attend and preside over preconstruction meeting.
- B. Review submittals for:
 - 1) Lead in Construction compliance
 - 2) MSDS
 - 3) Waste Disposal
 - 4) Paint
 - 5) Safety plan
 - 6) Schedule
- C. Review and provide recommendations for pay requests
- D. Monitor contractor progress for contract specified deadlines

III. Full Time Inspection Services

- A. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
- B. Review structural repairs or appurtenance modifications for specification requirements.
- C. Review abrasive and coating materials for approved manufacturers.
- D. Inspect compressed air for cleanliness (i.e. oil, moisture).
- E. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
- F. Inspect abrasive blast cleanliness for specification requirement using SSPC Visual Standards.

- G. Review coating mixing, thinning, induction time and application for manufacturer's requirements.
- H. Monitor environmental conditions prior to and during coating application (ambient temperature, surface temperature, relative humidity and dew point).
- I. Inspect applied coating for dry film thickness, coverage, uniformity, holidays and cure.
- J. Collect appropriate samples for pre-disposal laboratory testing.
- K. Prepare daily inspection reports detailing above mentioned items and daily progress.

§ All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.

§ Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.

§ Collection of samples will be taken during regularly scheduled visits. If additional sampling is requested that cannot be completed during a regular visit, it shall be considered an additional service.

§ Consultant shall provide review and recommendations for pay requests submitted by Contractor.

§ Consultant shall provide only inspection visits as described above unless otherwise directed by Owner. Consultant shall endeavor to observe Contractor's corrections of deficiencies or punch list items concurrently with regularly scheduled inspection visits. Additional visits, beyond the final inspection, required to observe Contractor's corrections of deficiencies or punch list items shall be assessed per Section II. Payment to the Contractor shall be reduced to cover the cost of additional inspection services when deemed appropriate.

SECTION II

Proposed Service Fees

1,000,000 Gallon Tank Painting and Repair

1. Payment for **I. Preparation of Specifications and Contract Documents** shall be the lump sum fee of \$500.
2. Payment for **II. Project Administration** shall be time and material per Section III. The following is an example and estimate of the anticipated fee schedule:

Project Manager	16 hrs	@ \$80/hr	=	\$1,280
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3. Payment for **III. Full Time Inspection Services** shall be time and material per Section III. The following is an example and estimate of the anticipated fee schedule:

Inspector Level I	280 hrs	@ \$55/hr	=	\$15,400
Per Diem	35 days	@ \$90/day	=	<u>\$ 3,150</u>
Estimated Inspection Fee				\$18,550

4. Requests for Professional services not included in the original scope of work, Section I, shall be assessed at time and material fees per Section III.
5. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Partial payment requests may be allowed if approved by the Owner. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

Section III

Additional Service Fees

<u>Labor Class</u>	<u>PER HOUR</u>
Project Manager.....	\$ 75.00
Expert Witness (Office, Travel & Court).....	\$150.00
Registered Professional Engineer.....	\$120.00
Project Engineer - Level II.....	\$ 85.00
Project Engineer - Level I.....	\$ 75.00
Inspector - Level II.....	\$ 65.00
Inspector - Level I.....	\$ 55.00
Secretarial Services.....	\$ 50.00
Computer or CAD.....	\$ 90.00

Expenses

Mileage.....	\$0.60/mile
Meals, Lodging.....	\$85 per diem
Air Travel.....	Business class
Car rental.....	Full size

Laboratory Testing

TCLP (One metal).....	\$ 85.00
TCLP (Ten metals).....	\$350.00
Background Soil (Total lead).....	\$ 45.00
Paint Sample (1 Metal).....	\$ 50.00
Paint Sample (2 Metal).....	\$ 60.00
Paint Sample (3 Metal).....	\$ 70.00

NELSON TANK ENGINEERING AND CONSULTING, INC.

AGREEMENT

General Conditions (Owner Document)

I. BASIC PROVISIONS

- A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
- B) The Owner agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
- C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
- D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Owner. Consultant shall not be liable to the Owner for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
- E) Upon request and within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Owner with Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Owner shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
- F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry pertaining to facilities in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
- G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES

- A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
- B) The Consultant may rely upon the technical information and physical data provided by the Owner with regard to the specifications, characteristics, dimensions and condition of the facility and other assets upon which the Consultant has been retained to work.
- C) Consultant may rely upon the technical information provided by the Owner in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Owner. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Owner agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
- D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Owner's notice immediately upon discovery. Owner shall be responsible for the safety and protection of the Consultant with regard to any such unsafe conditions that exist with regard to the facility.

III. INSURANCE

- A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
- B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Owner shall make available for Consultant's inspection Certificates evidencing such coverage extending to Consultant, subcontractors and suppliers and include coverage for the respective officers and employees of such parties.
- C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Michigan or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Owner and Consultant and to any other insured to whom a Certificate of Insurance has been issued.
- D) The Owner and Consultant intend that all policies purchased in accordance with this Article III will endeavor to protect the Owner, Consultant, subcontractors and suppliers and all other persons listed as additional insureds and will provide primary coverage for losses and damages. Any such policy purchased in accordance with this Agreement shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Additionally, the Owner waives all rights against the Consultant, subcontractors, consultants and the officers, Directors, employees and agents of any of them for any loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the Owner's property caused by or arising out of fire or other peril, whether or not insured by Owner, and loss or damage to the completed project or part thereof caused by or arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the project by Owner and any policy issued in accordance with the terms of this Agreement shall contain provisions to the effect that in the event of payment of any loss, damage or consequential loss, the insurers will have no rights of recovery against any contractor, subcontractor, consultant and the officers, Directors, employees or agents of any of them.

IV. CONSULTANT'S RESPONSIBILITIES

- A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession to perform in accordance with the Services Agreement. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.
- B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.
- C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Owner of any alterations necessary in the performance of such schedule and procure the Owner's written agreement, which shall not be unreasonably withheld with regard to any such changes.
- D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Owner or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Owner's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to its decision with regard to the above mentioned substitution and the Owner's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.
- E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Owner with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Owner has made reasonable objection. If

- such subcontractor or supplier is rejected by the Owner and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Owner agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.
- F) Owner with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve owner of its obligation for the payment of any costs the Owner has assumed by the Services Agreement.
 - G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions. Otherwise, Owner shall be responsible for any and all costs, claims, losses or other obligations arising from the inspection, ownership and maintenance of the facility.
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 - I) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Owner. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Owner.
 - J) Consultant agrees to indemnify and hold harmless Owner and its officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

V. OWNER'S RESPONSIBILITIES

- A) The Owner shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Owner will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement. The Owner shall be responsible for providing a safe and hazard-free site upon which Consultant may perform its services.
- B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

- A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.
- B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.
- C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.
- B) Such dispute shall be submitted to arbitration as provided herein if the parties cannot otherwise agree to its disposition.
- C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

- A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

- A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.



Nelson Tank Engineering
& Consulting, Inc.

16240 National Parkway
Lansing, MI 48906

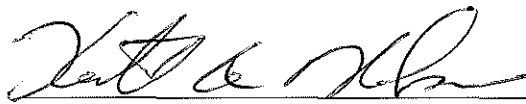
PROPOSAL AND CONTRACT AGREEMENT

This agreement between the City of Muskegon, 933 Terrace Street, Muskegon, MI 49443 (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 1,000,000 Gallon Water Storage Tank (PROJECT) at Nims Street is as follows:

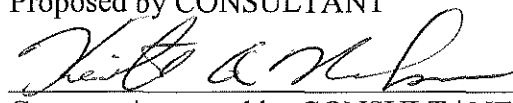
The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Twenty One Thousand Three Hundred Thirty Dollars (\$20,330). Terms of Payment shall be detailed in Section II.
- C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

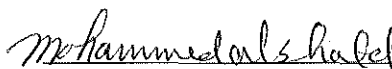
This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.


Proposed by CONSULTANT

11-17-05
Date


Contract Approved by CONSULTANT

12-20-05
Date

 City Engineer
Contract Approved by OWNER (Title)

12-19-05
Date

Cosignature (If Required) (Title)

Date

SECTION I

Proposed Services and Responsibilities

1,000,000 Gallon Tank Painting and Repair

I Preparation of Specifications and Contract Documents

A Scope of Services Performed by the Owner

1. Provide a place for the bid opening.
2. Preside over the Bid Opening and open the bids received.
3. Review insurance certificate coverages.
4. Review Payment, Performance and Maintenance Bonds.

B Scope of Services Performed by Consultant

1. Prepare Contract Documents and Technical Specifications for project to include, but not limited to, the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. General Conditions
 - d. Detailed Specifications
 - e. Inspection Form
 - f. Proposal Format
 - g. Contract Agreement
2. Address all questions, written or verbal response, concerning the project which are submitted.
3. Direct mail Advertisements to Contractors who have been prior approved as capable and conscientious.
4. Send Specifications to selected appropriate Builders Exchanges and Dodge Reports.
5. Review the bids submitted to the Owner and recommend award.

6. Furnish Owner and Contractor Contract Documents to complete.
7. Review Payment and Performance Bonds of selected Contractor and the Insurance Certificates. The Owner's Insurance Consultant and Attorney should also review.
8. Furnish Owner with complete Notice to Proceed to sign and forward to the Contractor.

II Project Administration

- A. Attend and preside over preconstruction meeting.
- B. Review submittals for:
 - 1) Lead in Construction compliance
 - 2) MSDS
 - 3) Waste Disposal
 - 4) Paint
 - 5) Safety plan
 - 6) Schedule
- C. Review and provide recommendations for pay requests
- D. Monitor contractor progress for contract specified deadlines

III. Full Time Inspection Services

- A. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
- B. Review structural repairs or appurtenance modifications for specification requirements.
- C. Review abrasive and coating materials for approved manufacturers.
- D. Inspect compressed air for cleanliness (i.e. oil, moisture).
- E. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
- F. Inspect abrasive blast cleanliness for specification requirement using SSPC Visual Standards.

- G. Review coating mixing, thinning, induction time and application for manufacturer's requirements.
- H. Monitor environmental conditions prior to and during coating application (ambient temperature, surface temperature, relative humidity and dew point).
- I. Inspect applied coating for dry film thickness, coverage, uniformity, holidays and cure.
- J. Collect appropriate samples for pre-disposal laboratory testing.
- K. Prepare daily inspection reports detailing above mentioned items and daily progress.

§ All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.

§ Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.

§ Collection of samples will be taken during regularly scheduled visits. If additional sampling is requested that cannot be completed during a regular visit, it shall be considered an additional service.

§ Consultant shall provide review and recommendations for pay requests submitted by Contractor.

§ Consultant shall provide only inspection visits as described above unless otherwise directed by Owner. Consultant shall endeavor to observe Contractor's corrections of deficiencies or punch list items concurrently with regularly scheduled inspection visits. Additional visits, beyond the final inspection, required to observe Contractor's corrections of deficiencies or punch list items shall be assessed per Section II. Payment to the Contractor shall be reduced to cover the cost of additional inspection services when deemed appropriate.

SECTION II

Proposed Service Fees

1,000,000 Gallon Tank Painting and Repair

1. Payment for **I. Preparation of Specifications and Contract Documents** shall be the lump sum fee of \$500.

2. Payment for **II. Project Administration** shall be time and material per Section III. The following is an example and estimate of the anticipated fee schedule:

Project Manager	16 hrs	@ \$80/hr	=	\$1,280
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3. Payment for **III. Full Time Inspection Services** shall be time and material per Section III. The following is an example and estimate of the anticipated fee schedule:

Inspector Level I	280 hrs	@ \$55/hr	=	\$15,400
Per Diem	35 days	@ \$90/day	=	<u>\$ 3,150</u>
Estimated Inspection Fee				\$18,550

4. Requests for Professional services not included in the original scope of work, Section I, shall be assessed at time and material fees per Section III.
5. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Partial payment requests may be allowed if approved by the Owner. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

Section III

Additional Service Fees

<u>Labor Class</u>	<u>PER HOUR</u>
Project Manager.....	\$ 75.00
Expert Witness (Office, Travel & Court).....	\$150.00
Registered Professional Engineer.....	\$120.00
Project Engineer - Level II.....	\$ 85.00
Project Engineer - Level I.....	\$ 75.00
Inspector - Level II.....	\$ 65.00
Inspector - Level I.....	\$ 55.00
Secretarial Services.....	\$ 50.00
Computer or CAD.....	\$ 90.00

Expenses

Mileage.....	\$0.60/mile
Meals, Lodging.....	\$85 per diem
Air Travel.....	Business class
Car rental.....	Full size

Laboratory Testing

TCLP (One metal).....	\$ 85.00
TCLP (Ten metals).....	\$350.00
Background Soil (Total lead).....	\$ 45.00
Paint Sample (1 Metal).....	\$ 50.00
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NELSON TANK ENGINEERING AND CONSULTING, INC.

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- B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

- A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.
- B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.
- C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.
- B) Such dispute shall be submitted to arbitration as provided herein if the parties cannot otherwise agree to its disposition.
- C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

- A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

- A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.

Date: December 13, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Request for Transfer of Co-Licensee
City Café, 413-415 W. Western Avenue

SUMMARY OF REQUEST: We have been notified by the Liquor Control Commission that the resolution that was presented to you on September 27, 2005, was worded incorrectly. PKT Twelve, Inc. is requesting to drop Ashley-Chandler, Ltd. as the co-licensee and add lordache Holdings, Inc.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the corrected resolution.

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION

At a Regular 2005-115(e) meeting of the City Commission
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Warmington on December 13, 2005 at 5:30 P.M.

The following resolution was offered:

Moved by Commissioner Gawron and supported by Commissioner Shepherd

That the request from PKT TWELVE, INC. TO DROP ASHLEY-CHANDLER, LTD. AS CO-LICENSEE AND ADD IORDACHE HOLDINGS, INC. AS CO-LICENSEE IN 2005 CLASS C LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, LOCATED AT 413-415 W. WESTERN, MUSKEGON, MI 49440, MUSKEGON COUNTY.

be considered for Approval
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: 7

Yeas: _____

Nays: 0

Nays: _____

Absent: 0

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance
(Recommended or not Recommended)

State of Michigan _____)

County of Muskegon _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City Commission at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on December 13, 2005.
(Date)

SEAL

(Signed) Gail A. Kunder
(Township, City or Village Clerk)
 Gail A. Kunder, MMC
 City Clerk
933 Terrace, Muskegon, MI 49440
(Mailing address of Township, City or Village)

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

RECEIVED
DEC 07 2005
**MUSKEGON
CITY MANAGER'S OFFICE**

LOCAL APPROVAL NOTICE

(Authorized by MCL 436.1501(2) and MAC 1105(2)(d))

Req ID: 316345

Date: December 2, 2005/ **AMENDED (SEE NOTE)**

To: **MUSKEGON CITY COMMISSION**
933 TERRACE STREET
PO BOX 536
MUSKEGON, MI 49443-0536

NOTE: AMENDED FROM IORDACHE HOLDINGS, INC. REQUESTS TO TRANSFER OWNERSHIP OF 2005 CLASS C LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, LOCATED AT 413-415 W. WESTERN, MUSKEGON, MI 49440, MUSKEGON COUNTY, FROM ASHLEY-CHANDLER, LTD. AND PKT TWELVE, INC. (CO-LICENSEES).

Applicant: **IORDACHE HOLDINGS, INC. (CO-LICENSEE)**
PKT TWELVE, INC. (CO-LICENSEE)

Home Address And Phone No:

STOCKHOLDERS IN IORDACHE HOLDINGS, INC.:

CATALIN V. IORDACHE, 426 EAST CIRCLE DRIVE, NORTH MUSKEGON, MI 49445

H(231)744-9217/B(231)638-2654

DANIELA. IORDACHE, 426 EAST CIRCLE DRIVE, NORTH MUSKEGON, MI 49445 H&B(231)744-9217

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436. 1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT OR TOPLESS ACTIVITY permits by authority of MCL 436.1916.

For your convenience a resolution form is enclosed that includes a description of the licensing transaction requiring approval. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the Liquor Control Commission as soon as possible.**

If you have any questions, please contact the On-Premise Section of the Licensing Division as (517) -322-1400.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

sfs

Michigan Department of Labor & Economic Growth
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INVESTIGATION REQUEST
[Authorized by MCL 436.1201(4)]

To: MUSKEGON POLICE DEPARTMENT
CHIEF OF POLICE
980 JEFFERSON STREET, PO BOX 536
MUSKEGON, MI 49443-0536

Date: December 2, 2005
REF#: 316345
AMENDED (SEE NOTE)

NOTE: AMENDED FROM IORDACHE HOLDINGS, INC. REQUESTS TO TRANSFER OWNERSHIP OF 2005 CLASS C-SDM LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, 2 DIRECT CONNECTIONS, AND 3 BARS, LOCATED AT 413-415 W. WESTERN, MUSKEGON, MI 49440, MUSKEGON COUNTY, FROM ASHLEY-CHANDLER, LTD. AND PKT TWELVE, INC. (CO-LICENSEES).

Chief Law Enforcement Officer

Applicant:

PKT TWELVE, INC. REQUESTS TO DROP ASHLEY-CHANDLER, LTD. AS CO-LICENSEE AND ADD IORDACHE HOLDINGS, INC. AS CO-LICENSEE IN 2005 CLASS C-SDM LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, 2 DIRECT CONNECTIONS, AND 3 BARS, LOCATED AT 413-415 W. WESTERN, MUSKEGON, MI 49440, MUSKEGON COUNTY; AND REQUESTS A NEW OFFICIAL PERMIT (FOOD).

Please make an investigation of the application. If you do not believe that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report and recommendations of the applicant to the Licensing Division.

If you have any questions, contact the Licensing Division at (517) 322-1400, after 10:00 a.m.

LC-1972 Rev. 9/17
4880-1658

sfs

RECEIVED
DEC 7 2005
MUSKEGON POLICE DEPT.
CHIEF of POLICE

Michigan Department of Labor & Economic Growth
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INVESTIGATION REQUEST
[Authorized by MCL 436.1201(4)]

To: MUSKEGON POLICE DEPARTMENT
CHIEF OF POLICE
980 JEFFERSON STREET, PO BOX 536
MUSKEGON, MI 49443-0536

Date: December 2, 2005
REF#: 316345
AMENDED (SEE NOTE)

NOTE: AMENDED FROM IORDACHE HOLDINGS, INC. REQUESTS TO TRANSFER OWNERSHIP OF 2005 CLASS C-SDM LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, 2 DIRECT CONNECTIONS, AND 3 BARS, LOCATED AT 413-415 W. WESTERN, MUSKEGON, MI 49440, MUSKEGON COUNTY, FROM ASHLEY-CHANDLER, LTD. AND PKT TWELVE, INC. (CO-LICENSEES).

Chief Law Enforcement Officer

Applicant:

PKT TWELVE, INC. REQUESTS TO DROP ASHLEY-CHANDLER, LTD. AS CO-LICENSEE AND ADD IORDACHE HOLDINGS, INC. AS CO-LICENSEE IN 2005 CLASS C-SDM LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, 2 DIRECT CONNECTIONS, AND 3 BARS, LOCATED AT 413-415 W. WESTERN, MUSKEGON, MI 49440, MUSKEGON COUNTY; AND REQUESTS A NEW OFFICIAL PERMIT (FOOD).

Please make an investigation of the application. If you do not believe that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report and recommendations of the applicant to the Licensing Division.

If you have any questions, contact the Licensing Division at (517) 322-1400, after 10:00 a.m.

**Important: Please conduct your investigation as soon as possible and complete all four sections of this report.
Return the completed report and fingerprint cards to the Commission.**

BUSINESS NAME AND ADDRESS: (include zip code)
IORDACHE HOLDINGS, INC. AND PKT TWELVE, INC. (CO-LICENSEES), 413-415 W. WESTERN,
MUSKEGON, MI 49440, MUSKEGON COUNTY

REQUEST FOR:
REQUEST TO DROP ASHLEY-CHANDLER, LTD. AS CO-LICENSEE AND ADD IORDACHE HOLDINGS, INC.
AS CO-LICENSEE IN 2005 CLASS C-SDM LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, 2
DIRECT CONNECTIONS, AND 3 BARS; AND REQUEST A NEW OFFICIAL PERMIT (FOOD).

Section 1. APPLICANT INFORMATION	
APPLICANT #1: <u>NO FINGERPRINTS REQUIRED</u> CATALIN V. IORDACHE – STOCKHOLDER IN IORDACHE HOLDINGS, INC. – CO-LICENSEE	APPLICANT #2: <u>NO FINGERPRINTS REQUIRED</u> DANIELA. IORDACHE – STOCKHOLDER IN IORDACHE HOLDINGS, INC. – CO-LICENSEE
HOME ADDRESS AND AREA CODE/PHONE NUMBER: 426 EAST CIRCLE DRIVE NORTH MUSKEGON, MI 49445 H(231)744-9217/B(231)638-2654	HOME ADDRESS AND AREA CODE/PHONE NUMBER: 426 EAST CIRCLE DRIVE NORTH MUSKEGON, MI 49445 H&B(231)744-9217
DATE OF BIRTH: 6-20-67 If the applicant is not a U.S. Citizen: ☐ Does the applicant have permanent Resident Alien status? ☒ Yes ☐ No ☐ Does the applicant have a Visa? Enter status: Date fingerprinted:	DATE OF BIRTH: 9-12-73 If the applicant is not a U.S. Citizen: ☐ Does the applicant have permanent Resident Alien status? ☒ Yes ☐ No ☐ Does the applicant have a Visa? Enter status: Date fingerprinted:
Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission.	
ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)	ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. Investigation of Business and Address to be Licensed
Does applicant intend to have dancing or entertainment? ☐ No ☒ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment Permit
Are gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:

Section 3. Local and State Codes and Ordinances, and General Recommendations
Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No
If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4. Recommendation
From your investigation: 1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No 2. Is the proposed location satisfactory for this business? ☒ Yes ☐ No 3. Should the Commission grant this request? ☒ Yes ☐ No 4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

B. L. 1. Shuler
Signature (Sheriff or Chief of Police)

12-8-05
Date

MUSKEGON POLICE DEPARTMENT



STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

REQ ID: 316345
AMENDED 12-02-05:SFS

LOCAL LAW ENFORCEMENT AGENCY REPORT

DANCE/ENTERTAINMENT/TOPLESS ACTIVITY PERMIT
(Authorized by MCL 436.1916)

IORDACHE HOLDINGS, INC. (CO-LICENSEE)
PKT TWELVE, INC. (CO-LICENSEE)

APPLICANT/LICENSEE

PHONE NUMBER

413-415 W. WESTERN STREET ADDRESS
Muskegon CITY
X
TOWNSHIP
X
Muskegon COUNTY
48440 ZIP

PERMIT(S) REQUESTED: DANCE ENTERTAINMENT TOPLESS ACTIVITY

- The dance floor will not be less than 100 square feet, is clearly marked and well defined when there is dancing by customers. ☒ YES ☐ NO ☐ N/A
- Describe the type of entertainment applicant/licensee will provide: N/A
Music
- Will this entertainment include topless activity? YES ☒ NO ☐ N/A

LAW ENFORCEMENT RECOMMENDATION

DANCE PERMIT	☒ YES	☐ NO	N/A
ENTERTAINMENT PERMIT	☒ YES	☐ NO	N/A
TOPLESS ACTIVITY PERMIT	☒ YES	☐ NO	☒ N/A

REMARKS:

DATE SUBMITTED

[Signature] 12-8-08
OFFICER-SIGNATURE

Muskegon Police DEPARTMENT NAME
231 724-6750 PHONE NUMBER

980 Jefferson ADDRESS
Muskegon CITY

APPLICATION FOR OFFICIAL PERMIT FOR DIFFERENCE IN HOURS OF OPERATION

(Authorized by MAC R 436.1437)

Applicant or Licensee Name: IODACHE HOLDINGS, INC. AND PKT TWELVE, INC. (CO-LICENSEES)

Address: _____

Type of License: _____

The Commission is requested to grant an after hours permit for: (check boxes that apply)

- ☒ Operating our restaurant for the sale of food
- ☐ Operating night league bowling, tournaments or Sunday morning bowling
- ☐ Registering golfers
- ☐ Registering Skiers
- ☐ Registering Tennis Players
- ☐ Other: _____

During the Hours of:

Weekdays 230 A.M. to 700 A.M.

Sundays 230 A.M. to 1200 A.M.

It is understood that customers shall not be on the licensed premises for any activity other than the requested activity.

Licensee or Applicant Signatures:  _____
Daniela Iordache _____

LOCAL LAW ENFORCEMENT RECOMMENDATION

To Law Enforcement Agency:

This application is for official permits allowing the after hours operations indicated above. Please enter your recommendations below and return one signed copy to the Commission. Thank you.

- ☒ Recommended. Comments: _____
- ☐ Recommended except for _____ permit.
- ☐ Not Recommended

Signature and Title  Date: 12-9-05

Affirmative Action
(231)724-6703
FAX: (231)722-1214

Assessor/Equalization
(231)724-6708
FAX: (231)726-5181

Cemetery Department
(231)724-6783
FAX: (231)726-5617

City Manager
(231)724-6724
FAX: (231)722-1214

Civil Service
(231)724-6716
FAX: (231)724-4405

Clerk
(231)724-6705
FAX: (231)724-4178

Community and
Neigh. Services
(231)724-6717
FAX: (231)726-2501

Computer Info.
Systems
(231)724-6744
FAX: (231)722-4301

Engineering Dept.
(231)724-6707
FAX: (231)727-6904

Finance Dept.
(231)724-6713
FAX: (231)724-6768

Fire Department
(231)724-6792
FAX: (231)724-6985

Income Tax
(231)724-6770
FAX: (231)724-6768

Inspection Services
(231)724-6715
FAX: (231)728-4371

Lelure Services
(231)724-6704
FAX: (231)724-1196

Mayor's Office
(231)724-6701
FAX: (231)722-1214

Planning/Zoning
(231)724-6702
FAX: (231)724-6790

Police Department
(231)724-6750
FAX: (231)722-5140

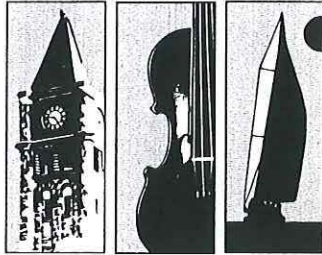
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

Treasurer's Office
(231)724-6720
FAX: (231)724-6768

Water Billing Dept.
(231)724-6718
FAX: (231)724-6768

Water Filtration
(231)724-4106
FAX: (231)755-5290

MUSKEGON



West Michigan's Shoreline City

December 14, 2005

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

REF: #316345
Iordache Holdings, Inc.
413-415 W. Western
Muskegon, MI 49440

To Whom It May Concern:

Enclosed is the Resolution, form LC-1800, Form LC-1112, and the Local Law Enforcement Agency Report for Iordache Holdings, Inc. This was recommended for approval at the December 13, 2005, City Commission Meeting.

Please do not hesitate to call me at (231) 724-6705 if you have any questions.

Sincerely,

Linda Potter

Linda Potter
Deputy Clerk

enc.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

2. Article Number 7000 0520 0014 3747 4493
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature *JEREMY HALL* ☐ ADD ☐ ADD

B. Received by (Printed Name) *JEFFREY HALL* ☐ YES ☐ NO

C. Date *DEC 15 2005* ☐ YES ☐ NO

D. Is delivery address different from item 1? ☐ YES ☐ NO
If YES, enter delivery address below:
POST OFFICE BOX 30026
LANSING, MICHIGAN 48909

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for M
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐

City of Muskegon,

PS Form 3811, August 2001

Domestic Return Receipt

1025

Commission Meeting Date: December 13, 2005

Date: November 23, 2005
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Policy for Sale of City-Owned Residential Property
in the Historic Infill Area

SUMMARY OF REQUEST:

To approve the "Policy for Sale of City-Owned Residential Property in the Historic Infill Area". This policy is an elaboration of the Resolution to Create an Historic Home Infill Program that was approved by the City Commission in 2003. This policy is only for the area located on W. Muskegon Avenue between Fourth and Fifth Streets. The City had already sold two of the properties in this area for infill. There has been some interest for new construction. This policy addresses new construction as well as moving a historic home into the district. The only incentive anyone would be able to get in this area would be a Neighborhood Enterprise Zone Certificate for the new construction. The policy was designed incorporating our Policy for Sale of City-Owned Residential Property and the Historic District Design Guidelines for New Construction.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and to authorize both the Mayor and the Clerk to sign said resolution.

COMMITTEE RECOMMENDATION:

The Historic District Commission recommended approval of the policy at their regular meeting of November 1, 2005.

The Land Reutilization Committee recommended approval of the policy change at their regular meeting of November 22, 2005.

RESOLUTION NO. 2005-116(b)

MUSKEGON CITY COMMISSION

**RESOLUTION TO ADOPT THE "POLICY FOR SALE OF CITY-OWNED RESIDENTIAL
PROPERTY IN THE HISTORIC INFILL AREA"**

WHEREAS, the City of Muskegon has two remaining lots located in the Historic Infill Area on W. Muskegon Avenue between Fourth and Fifth Streets and wishes to sell these lots, and;

WHEREAS, the City of Muskegon would like to include the possibility of new construction of a "Historic looking home" to the area;

NOW, THEREFORE, BE IT RESOLVED that the City Commission hereby adopts the following policy: (attached)

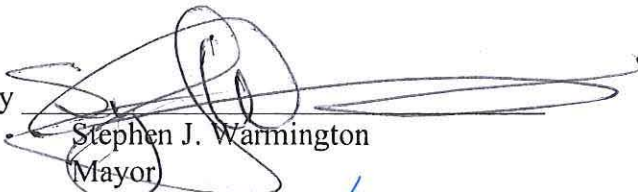
Adopted this 13th day of December, 2005.

Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

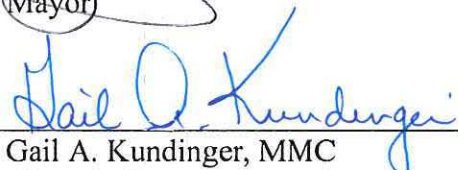
Nays: None

Absent: None

By


Stephen J. Warmington
Mayor

Attest


Gail A. Kunding, MMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 13, 2005.

By:


Gail Kunding, MMC
City Clerk

City of Muskegon

Policy for Sale of City-Owned Residential Property In the Historic Infill Area

Objective

The City of Muskegon (the City) wishes to expand its residential tax base while simultaneously alleviating itself of the significant cost burden associated with year-round maintenance of vacant lots. The City reserves the right to join and split lots to assist with this process. All property will be sold as is. All sales are subject to City Commission approval.

Houston Historic District

The Houston Historic District is an important part of Nelson Neighborhood and historic homes are a critical component in the character of the community. The City Commission hereby set aside five vacant, City owned lots with approximately 79 feet of frontage each, in the block bound by Muskegon Avenue, Webster Avenue, Fourth and Fifth Streets for the historic in-fill program. Staff shall administer the historic home in-fill program under certain guidelines.

Historic Home Relocation:

The lots will be sold for one thousand dollars (\$1,000) to persons wishing to relocate and rehabilitate a historic home on a lot, provided:

1. The home is not being taken from an existing historic district (unless it must be removed for pending development).
2. The removal of the home from its existing site is not a detriment to the area from which it is being moved.
3. The home will be owner-occupied, single-family residence.
4. The home is sound enough to move and it is feasible to rehabilitate it.
5. The person moving the home provides proof of financial ability and a time schedule for the project.
6. The home must be moved and the exterior work completed within 18 months of closing.
7. The plans and the home must be approved by the Historic District Commission prior to the sale of the property.

Staff is further directed not to charge for city assistance with tree trimming, traffic control or police escorts when assisting with a house move to this target area. Staff shall also provide information on historic tax credit and Neighborhood Enterprise Zone programs.

New Historic Home Construction

The lots will be sold for 75% of the True Cash Value as assigned by the Assessor's Office with the following conditions:

1. The home will be owner-occupied, single-family residence.
2. The home must be constructed within 18 months of closing.
3. The new construction must follow the Historic District Guidelines for new construction.

4. The house plans must receive Historic District Approval prior to purchase.
5. The home must also have the following home design:
 - a. The structure shall have a minimum of 2,200 square feet of usable living space (excluding all basement area).
 - b. The structure must be two-stories.
 - c. The structure must have a full basement.

Criteria for Historic Home Relocation and New Historic Home Construction:

1. The home must be positioned on the lot in a manner similar to surrounding homes.
2. At the time the building permit application is submitted, the plot plan and building design will be reviewed to determine compliance with all requirements of the Historic District Commission and this policy.
3. Removal of existing trees shall be approved by zoning staff prior to lot clearing. Trees shall only be taken to accommodate the structure and driveway. A performance guarantee may be required of the owner or contractor for tree protection.
4. At least two (2) shade trees shall be provided on site of at least two and one-half (2.5") inches in diameter, four feet from the ground. Preservation of existing trees may be considered in lieu of this requirement.
5. The lot shall be established with appropriate grass, ground cover or other plantings within one year of occupancy or the city may arrange for such planting and bill the owner.
6. The home shall meet all other requirements of the Zoning Ordinance that are not addressed in this policy.

As a condition of sale, structures built on these properties must be owner occupied for a minimum of 5 years. The buyer must ¹commence construction within 18 months of the date of purchase, or the property will revert back to the City's ownership, free and clear of any claim of the buyer. All structures must conform to all City building and zoning requirements.

Recording of the Deed

All property sales must be recorded with the Muskegon County Register of Deeds. This is the sole responsibility of the buyer. All sales will be handled as quit claim deeds.

Closing Costs

All closing costs will be split between the buyer and the seller.

Property Survey

All costs and activities associated with a survey are the sole responsibility of the buyer.

¹ "Commence Construction" means that a buyer has been issued a residential building permit by the City of Muskegon and also (in the sole opinion of the City of Muskegon's Building Official) that at least seventy-five percent (75%) of the dwelling has been completed.

Environmental

Properties will be sold as is. Any environmental analysis is the sole responsibility of the buyer.

Financing

Financing the acquisition of City-owned property and subsequent construction (if applicable) is the sole responsibility of the buyer. Failure to provide proof of adequate financing may be used as a basis for denial of a sale.

Date: December 13, 2005

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: 2006 User Fee Update

SUMMARY OF REQUEST: City departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution attached for your consideration. New fees and fee changes proposed for 2006 are highlighted on the spreadsheet included with the resolution and include the following:

- Restructuring of various cemetery service fees to reflect operational changes and to spark demand for certain services such as columbarium niches;
- Changes in certain Clerk Office fees to improve consistency;
- Increase in senior transit fee;
- Changes to cat license fees to make them consistent with County dog license fees;
- Increases in certain building permit fee categories;
- Slight increases in some Marina fees;
- New park fees for sports field preparation and reserved use of tennis courts;
- Administrative cleanup of certain obsolete fees

FINANCIAL IMPACT: Increased revenue for fee supported activities.

BUDGET ACTION REQUIRED: None at this time. Adoption of the 2006 Master Fee Resolution will help the city attain its 2006 budgeted revenue estimates.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: None.

City of Muskegon

RESOLUTION

2005-117(a)

A resolution adopting fees for services in the City entitled "Master Fee Resolution".

The City of Muskegon hereby RESOLVES:

1. The City of Muskegon has in the past adopted resolutions from time to time which set fees for various services in the City.
2. That in addition to the specifically adopted resolution fees, there are fees which are charged pursuant to ordinances and codes as well the fees which are charged in the exercise of various other functions of the City which serve the public.
3. That the City Commission has reviewed all of the fees which are charged from time to time pursuant to resolution, ordinance and in the affording of services to and for the public, and has determined to adopt the resolution a comprehensive schedule of fees by this resolution which is hereby called the "Master Fee Resolution".
4. That the City Commission and its committees, with the advice of the staff of the City, have carefully investigated and examined the fees set forth in this Master Resolution and have determined that they are reasonably related to the actual cost of affording the services involved.

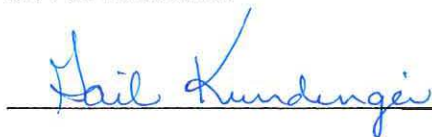
NOW, THEREFORE, THE CITY COMMISSION HEREBY RESOLVES:

1. That the schedule of fees attached to this resolution is hereby adopted and shall be charged for the services set forth in the schedule and under the conditions set forth therein.
2. That any fees listed which are also listed in specific resolutions, rules or regulations, shall be charged in accordance with those resolutions, rules and regulations, and with the practices of the City in affording the appropriate services.
3. That the adoption of this resolution does not amend or change previous specific resolutions for the charging of fees for services, and does not preclude the existence of previous or future resolutions setting forth fees which are not included herein.

This resolution adopted.

Ayes Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson
Nays None

CITY OF MUSKEGON



Gail Kunderinger, Clerk

CERTIFICATE

This Resolution was adopted at a meeting of the City Commission of the City of Muskegon, held on December 13, 2005. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

Gail Kunderinger, Clerk

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
				2002	2003	2004	2005	2006	DEPARTMENT	%
LINE	DEPT	DESCRIPTION	UNIT	FEE	FEE	FEE	FEE	FEE	COMMENTS	CHANGE
1	ALL	ADMINISTRATIVE OVERHEAD ON SALES TO OUTSIDE PARTIES	TOTAL BALANCE DUE	15.00%	15.00%	15.00%	15.00%	15.00%		
2	ALL	COPIES FOR PUBLIC (STANDARD SIZES)	PER COPY	0.25	0.25	0.25	0.25	0.25		
3	ALL	FAX CHARGE FOR INFORMATION REQUESTS	PER PAGE	0.50	0.50	0.50	0.50	0.50		
4	ALL	LATE FEE ON CITY RECEIVABLES (EXCEPT TAXES)	PAST DUE BALANCE	1.00%	1.00%	1.00%	1.00%	1.00%	PER MO./IMPOSED AFTER 30 DAYS	
5	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B)	EACH	1,275.00	1,275.00	1,275.00	1,339.00	1,339.00		
6	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B) NR *	EACH	1,585.00	1,585.00	1,585.00	1,664.00	1,664.00		
7	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F)	EACH	1,460.00	1,460.00	1,460.00	1,533.00	1,533.00		
8	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F) NR *	EACH	1,815.00	1,815.00	1,815.00	1,906.00	1,906.00		
9	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	ONE GRAVE	600.00	600.00	630.00	662.00	662.00	50% GOES TO PERPETUAL CARE	
10	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	TWO GRAVES	1,150.00	1,150.00	1,208.00	1,268.00	1,268.00	50% GOES TO PERPETUAL CARE	
11	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	TWO GRAVES	1,450.00	1,450.00	1,523.00	1,599.00	1,599.00	50% GOES TO PERPETUAL CARE	
12	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	ONE GRAVE	750.00	750.00	788.00	827.00	827.00	50% GOES TO PERPETUAL CARE	
13	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	ONE GRAVE	600.00	600.00	630.00	662.00	662.00	50% GOES TO PERPETUAL CARE	
14	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	TWO GRAVES	1,150.00	1,150.00	1,208.00	1,268.00	1,268.00	50% GOES TO PERPETUAL CARE	
15	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	ONE GRAVE	750.00	750.00	788.00	827.00	827.00	50% GOES TO PERPETUAL CARE	
16	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	TWO GRAVES	1,450.00	1,450.00	1,523.00	1,599.00	1,599.00	50% GOES TO PERPETUAL CARE	
17	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	ONE GRAVE	600.00	600.00	630.00	662.00	662.00	50% GOES TO PERPETUAL CARE	
18	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	TWO GRAVES	1,150.00	1,150.00	1,208.00	1,268.00	1,268.00	50% GOES TO PERPETUAL CARE	
19	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	TWO GRAVES	1,450.00	1,450.00	1,523.00	1,599.00	1,599.00	50% GOES TO PERPETUAL CARE	
20	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	ONE GRAVE	750.00	750.00	788.00	827.00	827.00	50% GOES TO PERPETUAL CARE	

CITY OF MUSKEGON										
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(Effective 1/1/2006)										
				2002	2003	2004	2005	2006	DEPARTMENT	%
LINE	DEPT	DESCRIPTION	UNIT	FEE	FEE	FEE	FEE	FEE	COMMENTS	CHANGE
21	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	ONE GRAVE	550.00	550.00	578.00	607.00	607.00	50% GOES TO PERPETUAL CARE	
22	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	TWO GRAVES	1,024.00	1,024.00	1,075.00	1,129.00	1,129.00	50% GOES TO PERPETUAL CARE	
23	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	ONE GRAVE	650.00	650.00	683.00	717.00	717.00	50% GOES TO PERPETUAL CARE	
24	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	TWO GRAVES	1,290.00	1,290.00	1,355.00	1,423.00	1,423.00	50% GOES TO PERPETUAL CARE	
25	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	ONE GRAVE	0.00	0.00	630.00	662.00	662.00	50% GOES TO PERPETUAL CARE	
26	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	TWO GRAVES	0.00	0.00	1,208.00	1,268.00	1,268.00	50% GOES TO PERPETUAL CARE	
27	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR	ONE GRAVE	0.00	0.00	788.00	827.00	827.00	50% GOES TO PERPETUAL CARE	
28	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR	TWO GRAVES	0.00	0.00	1,523.00	1,599.00	1,599.00	50% GOES TO PERPETUAL CARE	
29	CEMETERIES	CEMETERIES IN-GOUND SPAE FOR CREMAINS (RESTLAWN)	EACH	0.00	250.00	275.00	289.00	289.00		
30	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN) NR*	EACH	0.00	300.00	330.00	347.00	347.00		
31	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES)	EACH	350.00	400.00	440.00	462.00	462.00		
32	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES) NR *	EACH	450.00	500.00	550.00	578.00	578.00		
33	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE)	EACH	200.00	200.00	220.00	260.00	260.00		
34	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE) NR	EACH	250.00	250.00	275.00	318.00	318.00		
35	CEMETERIES	CEMETERIES OPENING (CREMATION)	EACH	220.00	220.00	242.00	254.00	254.00		
36	CEMETERIES	CEMETERIES OPENING (CREMATION) NR	EACH	270.00	270.00	297.00	312.00	312.00		
37	CEMETERIES	CEMETERIES OPENING (CREMATION, GRASS, CHAIRS)	EACH	270.00	270.00	297.00	312.00	312.00		
38	CEMETERIES	CEMETERIES OPENING (CREMATION, GRASS, CHAIRS) NR	EACH	320.00	320.00	352.00	370.00	370.00		
39	CEMETERIES	CEMETERIES OPENING (CREMATION, TENT, GRASS, CHAIRS)	EACH	300.00	300.00	330.00	347.00	347.00		
40	CEMETERIES	CEMETERIES OPENING (CREMATION, TENT, GRASS, CHAIRS) NR	EACH	350.00	350.00	385.00	404.00	404.00		

CITY OF MUSKEGON										
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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
41	CEMETERIES	CEMETERIES SECOND CREMAINS (OPEN GRAVESITE)	EACH	50.00	50.00	55.00	58.00	58.00	FOR ADDITIONAL ASHES	
42	CEMETERIES	CEMETERIES OPENING	EACH	425.00	425.00	468.00	491.00	491.00		
43	CEMETERIES	CEMETERIES OPENING (DEVICE) NR	EACH	525.00	525.00	578.00	607.00	607.00		
44	CEMETERIES	CEMETERIES OPENING (SET UP AT GRAVE)	EACH	450.00	450.00	495.00	520.00	0.00		-100.00%
45	CEMETERIES	CEMETERIES OPENING (SET UP AT GRAVE) NR	EACH	550.00	550.00	605.00	635.00	0.00		-100.00%
46	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND)	EACH	125.00	125.00	138.00	145.00	145.00		
47	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND) NR	EACH	150.00	150.00	165.00	173.00	173.00		
48	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)	EACH	225.00	225.00	248.00	260.00	0.00	BILLED DIRECT BY PRIVATE CONTRACTOR	-100.00%
49	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR	EACH	275.00	275.00	303.00	318.00	0.00	BILLED DIRECT BY PRIVATE CONTRACTOR	-100.00%
50	CEMETERIES	CEMETERIES OPENING (TENT AT GRAVE)	EACH	500.00	500.00	550.00	578.00	0.00	BILLED DIRECT BY PRIVATE CONTRACTOR	-100.00%
51	CEMETERIES	CEMETERIES OPENING (TENT AT GRAVE) NR	EACH	600.00	600.00	660.00	693.00	0.00	BILLED DIRECT BY PRIVATE CONTRACTOR	-100.00%
52	CEMETERIES	CEMETERIES OVERTIME (MON-FRI AFTER 2:30PM)	EACH	150.00	150.00	165.00	173.00	173.00		
53	CEMETERIES	CEMETERIES OVERTIME (SATURDAYS & HOLIDAYS)	EACH	250.00	250.00	275.00	289.00	289.00		
54	CEMETERIES	CEMETERIES OVERTIME (SUNDAYS)	EACH	375.00	375.00	413.00	434.00	434.00		
55	CEMETERIES	CEMETERIES NICHES COLUMBARIUM	EACH	1,325.00	1,000.00	1,000.00	1,050.00	800.00		-23.81%
56	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR	EACH	1,525.00	1,200.00	1,200.00	1,260.00	850.00		-32.54%
57	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING)	EACH	125.00	125.00	138.00	145.00	125.00		-13.79%
58	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING) NR	EACH	175.00	175.00	193.00	203.00	175.00		-13.79%
59	CEMETERIES	CEMETERIES HEADSTONE SERVICE	PER SQUARE INCH	0.40	0.40	0.50	0.55	0.55	MINIMUM \$60.00	
60	CEMETERIES	CEMETERIES SERVICE (GOVERNMENT MARKERS)	EACH	70.00	70.00	70.00	60.00	60.00		

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(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
61	CEMETERIES	CEMETERIES SERVICE (MAUSOLEUM VASES)	EACH	75.00	75.00	75.00	75.00	75.00		
62	CEMETERIES	CEMETERIES SERVICE HEADSTONE PRE-PLACEMENT	EACH	10.00	10.00	20.00	25.00	25.00		
63	CEMETERIES	CEMETERIES SERVICE (SMALL VASES) RESTLAWN	EACH	30.00	40.00	40.00	40.00	40.00		
64	CEMETERIES	ENTOMBMENT - EVERGREEN MAUSOLEUM	EACH	150.00	150.00	165.00	173.00	173.00		
65	CEMETERIES	ENTOMBMENT NR - EVERGREEN MAUSOLEUM	EACH	200.00	200.00	220.00	231.00	231.00		
66	CEMETERIES	TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE	EACH	10.00	10.00	20.00	25.00	50.00		100.00%
67	CEMETERIES	CHAPEL FUNERAL SERVICE	EACH	0.00	0.00	0.00	50.00	50.00		
68	CEMETERIES	FAMILY TREE SEARCH	SINGLE SEARCH	0.00	0.00	0.00	3.00	3.00		
69	CEMETERIES	FAMILY TREE SEARCH	FIVE SEARCHES	0.00	0.00	0.00	10.00	10.00		
70	CLERK	ADDRESS LABELS - VOTER REGISTRATION	EACH	0.05	0.05	0.05	0.05	0.05		
71	CLERK	BUSINESS REGISTRATION	EACH	25.00	25.00	30.00	30.00	30.00		
72	CLERK	BUSINESS TRANSIENT	PER DAY	25.00	25.00	25.00	25.00	25.00		
73	CLERK	BUSINESS PEDDLER	PER DAY	10.00	10.00	10.00	10.00	10.00		
74	CLERK	BUSINESS AUCTIONEER (INDIVIDUAL EVENT)	PER EVENT	10.00	10.00	10.00	10.00	10.00		
75	CLERK	BUSINESS AUCTIONEER (REGULAR)	PER YEAR	100.00	100.00	100.00	100.00	100.00		
76	CLERK	BUSINESS COMMERCIAL GARBAGE HAULER	PER YEAR	100.00	100.00	100.00	100.00	100.00		
77	CLERK	BUSINESS DANCE HALL (INDIVIDUAL EVENT)	PER EVENT	25.00	0.00	0.00	0.00	0.00		
78	CLERK	BUSINESS DANCE HALL (REGULAR)	PER YEAR	500.00	0.00	0.00	0.00	0.00		
79	CLERK	BUSINESS ENTERTAINMENT OCCUPANCY	PER YEAR	0.00	125.00	125.00	125.00	125.00	PENDING ORDINANCE APPROVAL	
80	CLERK	CHARITABLE GAMING LICENSE	EACH	0.00	0.00	5.00	5.00	5.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
				2002	2003	2004	2005	2006	DEPARTMENT	%
LINE	DEPT	DESCRIPTION	UNIT	FEE	FEE	FEE	FEE	FEE	COMMENTS	CHANGE
81	CLERK	CITY HALL CONFERENCE ROOM RENTAL	PER HOUR	25.00	25.00	25.00	25.00	25.00	CHARGED TO LAW FIRMS AND OTHER FOR PROFIT ORGANIZATIONS WISHING TO USE FACILITIES FOR NON-CITY RELATED BUSINESS	
82	CLERK	ENCROACHMENT PERMIT APPLICATION FEE	EACH	100.00	100.00	100.00	100.00	100.00		
83	CLERK	ENCROACHMENT PERMIT CERTIFICATE FEE	EACH LOCATION	25.00	25.00	25.00	25.00	50.00	SAME AS RENEWAL FEE	100.00%
84	CLERK	ENCROACHMENT/RENTAL FEE (BUS BENCHES)	PER BENCH/PERMONTH	5.00	5.00	5.00	5.00	5.00		
85	CLERK	ENCROACHMENT 1-YEAR RENEWAL	EACH	0.00	10.00	10.00	10.00	10.00		
86	CLERK	ENCROACHMENT 5 -YEAR RENEWAL	EACH	0.00	50.00	50.00	50.00	50.00		
87	CLERK	ENCROACHMENT PERMIT TO WORK IN R-O-W	PER UNIT	0.00	0.00	0.00	0.00	10.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)	***NEW FEE**
88	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (30 OR MORE DAYS ADVANCE NOTICE)	EACH	0.00	0.00	50.00	50.00	50.00		
89	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	0.00	0.00	100.00	100.00	100.00		
90	CLERK	GAMING LICENSE REQUEST	EACH	0.00	10.00	25.00	25.00	25.00		
91	CLERK	LIQUOR LICENSE RENEWAL	EACH	100.00	100.00	100.00	100.00	100.00		
92	CLERK	LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION	EACH	250.00	250.00	250.00	250.00	250.00		
93	CLERK	LIQUOR LICENSE DDA	EACH	0.00	0.00	0.00	0.00	250.00	SAME REVIEW PROCESS AS FOR RENEWAL	***NEW FEE**
94	CLERK	LIQUOR LICENSE NEW CLASS C LICENSE	EACH	750.00	750.00	750.00	750.00	750.00	IF LICENSE AVAILABLE	
95	CLERK	LIQUOR LICENSE NEW SDD OR SDM	EACH	200.00	200.00	250.00	250.00	250.00		
96	CLERK	LIQUOR LICENSE (SPECIAL EVENT) APPLICATION FEE	EACH	100.00	100.00	100.00	100.00	100.00		
97	CLERK	ORDINANCE BOOK	EACH	250.00	250.00	250.00	250.00	250.00		
98	CLERK	ORDINANCE BOOK ON CD-ROM	EACH	250.00	250.00	250.00	250.00	250.00		
99	CLERK	ORDINANCE BOOK SUBSCRIPTION SERVICE (BI-ANNUAL UPDATES)	PER YEAR	50.00	50.00	50.00	50.00	50.00	IN ADDITION TO BASE FEE	
100	CLERK	PASSPORT APPLICATION FEE	EACH	0.00	30.00	30.00	30.00	30.00		

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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
101	CLERK	PASSPORT PHOTO FEE	2 PHOTOS	0.00	10.00	10.00	10.00	10.00		
102	CLERK	PRECINCT MAPS	EACH	7.50	7.50	7.50	7.50	7.50		
103	CLERK	PUBLIC NOTARY FEE	EACH	1.00	2.00	2.00	2.00	5.00	CONSISTENT WITH COUNTY FEE	150.00%
104	CLERK/LEISURE SVC	SPECIAL EVENT PERMIT FEE	EACH	25.00	25.00	0.00	0.00	0.00	SEE "SPECIAL EVENTS" SECTION	
105	CLERK	TAXI CAB COMPANY	PER CAB	25.00	25.00	25.00	25.00	25.00		
106	CLERK	TAXI CAB DRIVER LICENSE	EACH	0.00	10.00	10.00	10.00	10.00		
107	CLERK	TAXI CAB DRIVER LICENSE PHOTO FEE	EACH	5.00	5.00	5.00	5.00	5.00		
108	CLERK	TELECOMMUNICATIONS ACT NEW PROVIDER FEE	EACH	0.00	500.00	500.00	500.00	500.00	PER NEW STATE TELECOMMUNICATIONS ACT	
109	CLERK	VOTER HISTORY - ON DISK	EACH	50.00	50.00	50.00	50.00	50.00		
110	CLERK	VOTER REGISTRATION - HARDCOPY LIST	EACH	0.01	0.01	0.01	0.01	0.01		
111	CNS	MORTGAGE REFINANCE FEE	EACH	50.00	50.00	50.00	50.00	50.00		
112	CNS	REHAB LOAN APPLICATION FEE	EACH	200.00	200.00	200.00	200.00	200.00		
113	CNS	RENTAL REHAB APPLICATION FEE FEE	PER LOAN	100.00	100.00	100.00	100.00	100.00		
114	DPW	ADDITIONAL GARBAGE SERVICE (1 TONER)	PER MONTH	12.00	12.00	12.00	12.00	12.00		
115	DPW	APPLIANCE STICKER	EACH	25.00	25.00	25.00	25.00	25.00		
116	DPW	GARBAGE CART REPLACEMENT - DAMAGED BY USER	EACH	50.00	50.00	50.00	50.00	50.00		
117	DPW	GARBAGE RECYCLING BIN	EACH	5.00	5.00	5.00	5.00	5.00		
118	DPW	GARBAGE SERVICE - SMALL BUSINESS	PER MONTH	12.00	12.00	15.00	15.00	15.00	INCLUDES CHURCHES AND NON- PROFITS	
119	DPW	GARBAGE SERVICE - UNAUTHORIZED USE OF CARTS	PER INCIDENT	30.00	30.00	30.00	30.00	30.00		
120	DPW	GARBAGE SERVICE - REPLACE LOST/STOLEN CART	EACH	25.00	25.00	25.00	25.00	50.00		100.00%

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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
121	DPW	GARBAGE SERVICE - NEW SERVICE STARTUP	EACH	50.00	50.00	50.00	50.00	50.00		
122	DPW	GARBAGE SERVICE - MIXED REFUSE STICKER	EACH	1.50	1.50	2.00	2.00	2.00	BUY 6 FOR \$10.00 - UNIT PRICE \$1.67	
123	DPW	FEE FOR SPECIAL COLLECTION OF ILLLEGAL MATERIALS	EACH	50.00	50.00	50.00	50.00	50.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)	
124	DPW	FEE FOR BULK YARD WASTE DROP OFF (DURING REGULAR HOURS) - BY APPOINTMENT ONLY	EACH	0.00	0.00	25.00	25.00	25.00		
125	DPW	SENIOR TRANSIT	PER RIDE	1.00	1.00	1.00	1.00	1.50		50.00%
126	DPW	REPLACE EMPLOYEE ID/ACCESS TKC CARD	PER LOST CARD	0.00	0.00	50.00	50.00	50.00	NO CHARGE FOR FIRST REPLACEMENT	
127	ENGINEERING	CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)	EACH	8.00	8.00	8.00	8.00	8.00		
128	ENGINEERING	CHARGE FOR BID DOCUMENTS (STANDARD)	EACH	0.00	0.00	0.00	40.00	40.00		
129	ENGINEERING	CHARGE FOR BID DOCUMENTS (NON-STANDARD)	EACH				ACTUAL COSTS	ACTUAL COSTS		
130	ENGINEERING	SOIL REMOVAL, STRIPPING, & DUMPING INSPECTION FEE	PER VISIT	50.00	50.00	50.00	50.00	0.00	NOW COUNTY FUNCTION	-100.00%
131	ENGINEERING	SOIL REMOVAL, STRIPPING, & DUMPING PERMIT	EACH	275.00	275.00	275.00	275.00	0.00	NOW COUNTY FUNCTION	-100.00%
132	ENGINEERING	STORM WATER MANAGEMENT BILLING FEE	PER BILL	5.00	5.00	5.00	5.00	5.00		
133	ENGINEERING	STORM WATER MANAGEMENT HOOKUP FEE FOR SYSTEM AVAILABILITY	EACH	175.00	175.00	175.00	175.00	175.00	5,000 GALLON PER DAY MAXIMUM	
134	ENGINEERING	STORM WATER MANAGEMENT PERMIT APPLICATION FEE	EACH	500.00	500.00	500.00	500.00	500.00		
135	ENGINEERING	STORM WATER MANAGEMENT SYSTEM USE FEE	PER 1,000 GALLONS	0.20	0.20	0.20	0.20	0.20		
136	ENGINEERING	PROPERTY OWNER WORKING IN R-O-W FEE	EACH UNIT	15.00	15.00	15.00	20.00	20.00		
137	ENGINEERING	R-O-W/SIDEWALK CUT PERMIT FEE	APPROACH	15.00	15.00	15.00	20.00	20.00		
138	ENGINEERING	UTILITY ANNUAL PERMIT FEE	EACH	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00		
139	ENGINEERING	UTILITY CUT PERMIT APPLICATION FEE	EACH	50.00	50.00	50.00	50.00	50.00		
140	ENGINEERING	UTILITY CUT PERMIT FEE	UNIT	20.00	20.00	20.00	20.00	20.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
141	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT <4 YEARSOLD)	SQUARE YARD	100.00	100.00	100.00	100.00	100.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
142	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT 4-9 YEARSOLD)	SQUARE YARD	75.00	75.00	75.00	75.00	75.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
143	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT >10 YEARSOLD)	SQUARE YARD	50.00	50.00	50.00	50.00	50.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
144	ENGINEERING	UTILITY CUT (PROJECT DURATION)	WEEK	27.50	27.50	27.50	27.50	27.50		
145	ENV SERVICES	ADMINISTRATIVE FEE	EACH OCCURRENCE	50.00	50.00	50.00	60.00	60.00		
146	ENV SERVICES	CAT CONTROL LICENSE FEE - NEUTERED CATS	ANNUAL	5.00	10.00	10.00	10.00	10.00	CONSISTENT WITH COUNTY DOG LICENSE FEE	
147	ENV SERVICES	CAT CONTROL LICENSE FEE - UNNEUTERED CATS	ANNUAL	10.00	25.00	25.00	40.00	40.00	CONSISTENT WITH COUNTY DOG LICENSE FEE	
148	ENV SERVICES	CAT CONTROL LICENSE FEE - UNNEUTERED CATS (SENIOR CITIZEN OWNER)	ANNUAL	10.00	25.00	25.00	20.00	20.00	CONSISTENT WITH COUNTY DOG LICENSE FEE	
149	ENV SERVICES	CAT CONTROL LICENSE FEE - LATE LICENSE (AFTER MARCH 1)	EACH OCCURRENCE	35.00	35.00	35.00	80.00	80.00	CONSISTENT WITH COUNTY DOG LICENSE FEE	
150	ENV SERVICES	CAT CONTROL LICENSE FEE - IMPOUND	EACH OCCURRENCE	25.00	35.00	35.00	35.00	35.00		
151	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LOCAL	0.00	10.00	20.00	20.00	20.00		
152	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LONG DISTANCE	0.00	25.00	75.00	75.00	75.00		
153	FINANCE	REPLACEMENT OF LOST PAYROLL CHECK	EACH OCCURRENCE	25.00	25.00	25.00	25.00	25.00		
154	FINANCE	PROCESSING PENSION EDRO FOR DIVORCE CASES	EACH	400.00	400.00	400.00	600.00	600.00	COST SPLIT BETWEEN PARTIES	
155	FINANCE	COPIES OF CITY BUDGET OR CAFR (FOIA REQUESTS)	EACH	20.00	20.00	20.00	25.00	25.00		
156	FIRE	FIRE REPORT COPY (MAJOR FIRE)	EACH	15.00	15.00	15.00	15.00	15.00		
157	FIRE	FIRE REPORT COPY (REGULAR)	EACH	5.00	5.00	5.00	5.00	5.00		
158	FIRE	FIRE REPORT PHOTOGRAPHS	EACH	1.00	1.00	1.00	1.00	1.00		
159	FIRE	INSURANCE ADMINISTRATION ESCROW	EACH INCIDENT	15.00	15.00	15.00	15.00	15.00	PLUS RELATED COURT COSTS	
160	FIRE	FIRE INSPECTION ADDITIONAL VISIT	EACH INCIDENT	50.00	50.00	50.00	75.00	75.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
161	FIRE	ARSON FIRE RESTITUTION FEE	PER HR ON CALL	655.00	655.00	655.00	720.00	720.00	PLUS RELATED COURT COSTS	
162	FIRE	FALSE ALARM FEE	PER HR ON CALL	655.00	655.00	655.00	720.00	720.00	AFTER 3RD FALSE ALARM IN ONE YEAR	
163	FIRE	WILLFUL NEGLIGENCE FIRE FEE	PER HR ON CALL	655.00	655.00	655.00	720.00	720.00		
164	FIRE	CONFINED SPACE RESCUE FEE	PER HR ON CALL	655.00	655.00	655.00	720.00	720.00		
165	FIRE	ICE RESCUE CALL	PER HR ON CALL	100.00	100.00	100.00	110.00	110.00		
166	FIRE	DOWNGED POWER LINE	PER HR	170.00	170.00	170.00	185.00	185.00	AFTER FIRST HOUR	
167	FIRE	SPECIAL USE PERMITS (PER UFC)	EACH PER YEAR	50.00	100.00	100.00	100.00	100.00		
168	FIRE	STRUCTURE FIRE RESPONSE	EACH	0.00	0.00	0.00	500.00	500.00	CHARGED TO HOMEOWNER'S INSURANCE COMPANY	
169	FIRE	PI ACCIDENT RESPONSE	EACH	0.00	0.00	0.00	500.00	500.00	CHARGED TO AT FAULT DRIVER'S AUTO INSURANCE COMPANY	
170	FARMERS' MARKET	FRONT CORNER	0-2 MONTHS	300.00	300.00	300.00	300.00	300.00		
171	FARMERS' MARKET	FRONT REGULAR	0-2 MONTHS	275.00	275.00	275.00	275.00	275.00		
172	FARMERS' MARKET	BACK CORNER	0-2 MONTHS	175.00	175.00	175.00	175.00	175.00		
173	FARMERS' MARKET	BACK REGULAR	0-2 MONTHS	150.00	150.00	150.00	150.00	150.00		
174	FARMERS' MARKET	FRONT CORNER	3 MONTHS	330.00	330.00	330.00	330.00	330.00		
175	FARMERS' MARKET	FRONT REGULAR	3 MONTHS	303.00	303.00	303.00	303.00	303.00		
176	FARMERS' MARKET	BACK CORNER	3 MONTHS	193.00	193.00	193.00	193.00	193.00		
177	FARMERS' MARKET	BACK REGULAR	3 MONTHS	165.00	165.00	165.00	165.00	165.00		
178	FARMERS' MARKET	FRONT CORNER	4 MONTHS	336.00	336.00	336.00	336.00	336.00		
179	FARMERS' MARKET	FRONT REGULAR	4 MONTHS	308.00	308.00	308.00	308.00	308.00		
180	FARMERS' MARKET	BACK CORNER	4 MONTHS	196.00	196.00	196.00	196.00	196.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
181	FARMERS' MARKET	BACK REGULAR	4 MONTHS	168.00	168.00	168.00	168.00	168.00		
182	FARMERS' MARKET	FRONT CORNER	5 MONTHS	345.00	345.00	345.00	345.00	345.00		
183	FARMERS' MARKET	FRONT REGULAR	5 MONTHS	316.00	316.00	316.00	316.00	316.00		
184	FARMERS' MARKET	BACK CORNER	5 MONTHS	201.00	201.00	201.00	201.00	201.00		
185	FARMERS' MARKET	BACK REGULAR	5 MONTHS	173.00	173.00	173.00	173.00	173.00		
186	FARMERS' MARKET	FRONT CORNER	6 MONTHS	354.00	354.00	354.00	354.00	354.00		
187	FARMERS' MARKET	FRONT REGULAR	6 MONTHS	325.00	325.00	325.00	325.00	325.00		
188	FARMERS' MARKET	BACK CORNER	6 MONTHS	207.00	207.00	207.00	207.00	207.00		
189	FARMERS' MARKET	BACK REGULAR	6 MONTHS	177.00	177.00	177.00	177.00	177.00		
190	FARMERS' MARKET	FRONT CORNER	7 MONTHS	360.00	360.00	360.00	360.00	360.00		
191	FARMERS' MARKET	FRONT REGULAR	7 MONTHS	330.00	330.00	330.00	330.00	330.00		
192	FARMERS' MARKET	BACK CORNER	7 MONTHS	210.00	210.00	210.00	210.00	210.00		
193	FARMERS' MARKET	BACK REGULAR	7 MONTHS	180.00	180.00	180.00	180.00	180.00		
194	FARMERS' MARKET	FRONT CORNER	8 MONTHS	375.00	375.00	375.00	375.00	375.00		
195	FARMERS' MARKET	FRONT REGULAR	8 MONTHS	344.00	344.00	344.00	344.00	344.00		
196	FARMERS' MARKET	BACK CORNER	8 MONTHS	219.00	219.00	219.00	219.00	219.00		
197	FARMERS' MARKET	BACK REGULAR	8 MONTHS	188.00	188.00	188.00	188.00	188.00		
198	FLEA MARKET	DEALERS SPACE - CORNER COVERED SPACE	DAILY	8.00	8.00	8.00	8.00	8.00		
199	FLEA MARKET	DEALERS SPACE - 10 x 15 COVERED SPACE	DAILY	7.00	7.00	7.00	7.00	7.00		
200	FLEA MARKET	DEALERS SPACE - 10 x 30 ASPHALT SPACE	DAILY	6.00	6.00	6.00	6.00	6.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
				2002	2003	2004	2005	2006	DEPARTMENT	%
LINE	DEPT	DESCRIPTION	UNIT	FEE	FEE	FEE	FEE	FEE	COMMENTS	CHANGE
201	FLEA MARKET	DEALERS SPACE - 10 x 40 FIELD SPACE	DAILY	5.00	5.00	5.00	5.00	5.00		
202	FORESTRY	TREE REPLACEMENT PLANTING FEE	EACH	200.00	200.00	200.00	200.00	200.00		
203	FORESTRY	TREE REMOVAL FEE (3" - 6" DIAMETER)	EACH	150.00	150.00	150.00	200.00	200.00	TREE MEASURED AT 4' ABOVE GRADE	
204	FORESTRY	TREE REMOVAL FEE (6" - 12" DIAMETER)	EACH	250.00	250.00	250.00	300.00	300.00	TREE MEASURED AT 4' ABOVE GRADE	
205	FORESTRY	TREE REMOVAL FEE (12" - 18" DIAMETER)	EACH	275.00	275.00	275.00	345.00	345.00	TREE MEASURED AT 4' ABOVE GRADE	
206	FORESTRY	TREE REMOVAL FEE (18" - 24" DIAMETER)	EACH	525.00	525.00	525.00	650.00	650.00	TREE MEASURED AT 4' ABOVE GRADE	
207	FORESTRY	TREE REMOVAL FEE (24" - 30" DIAMETER)	EACH	600.00	600.00	600.00	750.00	750.00	TREE MEASURED AT 4' ABOVE GRADE	
208	FORESTRY	TREE REMOVAL FEE (30" - 36" DIAMETER)	EACH	900.00	900.00	900.00	1,000.00	1,000.00	TREE MEASURED AT 4' ABOVE GRADE	
209	FORESTRY	TREE REMOVAL FEE (36" - 42" DIAMETER)	EACH	1,100.00	1,100.00	1,100.00	1,700.00	1,700.00	TREE MEASURED AT 4' ABOVE GRADE	
210	FORESTRY	TREE REMOVAL FEE (42" AND OVER DIAMETER)	EACH	1,300.00	1,300.00	1,300.00	1,900.00	1,900.00	TREE MEASURED AT 4' ABOVE GRADE	
211	FORESTRY	BANNER INSTALLATION	EACH	0.00	0.00	0.00	50.00	50.00		
212	INCOME TAX	DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE	EACH	15.00	15.00	15.00	15.00	15.00	PLUS RELATED PENALTIES & INTEREST	
213	INSPECTION SERVICES	BUILDING CONTRACTOR REGISTRATION FEE	EACH	0.00	15.00	15.00	15.00	15.00		
214	INSPECTION SERVICES	BUILDING DEMOLITION PERMIT (COMMERCIAL)	EACH	25.00%	25.00%	25.00%	25.00%	60.00	CHANGE TO FLAT FEE	
215	INSPECTION SERVICES	BUILDING DEMOLITION PERMIT (GARAGE)	EACH	15.00	15.00	15.00	15.00	35.00		133.33%
216	INSPECTION SERVICES	BUILDING DEMOLITION PERMIT (RESIDENTIAL)	EACH	45.00	45.00	45.00	45.00	60.00		33.33%
217	INSPECTION SERVICES	BUILDING PERMIT FEES (\$1-\$500 VALUE)	EACH	23.50	23.50	23.50	23.50	35.00	PER UNIFORM BUILDING CODE	48.94%
218	INSPECTION SERVICES	BUILDING PERMIT FEES (\$501-\$2,000 VALUE)	BASE	23.50	23.50	23.50	23.50	35.00	PER UNIFORM BUILDING CODE	48.94%
219	INSPECTION SERVICES	BUILDING PERMIT FEES (\$501-\$2,000 VALUE)	EACH ADDITIONAL \$100	3.05	3.05	3.05	3.05	3.05	PER UNIFORM BUILDING CODE	
220	INSPECTION SERVICES	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	BASE	69.25	69.25	69.25	69.25	80.75	PER UNIFORM BUILDING CODE	16.51%

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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
221	INSPECTION SERVICES	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	EACH ADDITIONAL \$1,000	14.00	14.00	14.00	14.00	14.00	PER UNIFORM BUILDING CODE	
222	INSPECTION SERVICES	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	BASE	391.75	391.75	391.75	391.75	403.25	PER UNIFORM BUILDING CODE	2.94%
223	INSPECTION SERVICES	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	EACH ADDITIONAL \$1,000	10.10	10.10	10.10	10.10	10.10	PER UNIFORM BUILDING CODE	
224	INSPECTION SERVICES	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	BASE	643.75	643.75	643.75	643.75	655.25	PER UNIFORM BUILDING CODE	1.79%
225	INSPECTION SERVICES	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	EACH ADDITIONAL \$1,000	7.00	7.00	7.00	7.00	7.00	PER UNIFORM BUILDING CODE	
226	INSPECTION SERVICES	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	BASE	993.75	993.75	993.75	993.75	1,005.25	PER UNIFORM BUILDING CODE	1.16%
227	INSPECTION SERVICES	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	EACH ADDITIONAL \$1,000	5.60	5.60	5.60	5.60	5.60	PER UNIFORM BUILDING CODE	
228	INSPECTION SERVICES	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	BASE	3,233.75	3,233.75	3,233.75	3,233.75	3,245.25	PER UNIFORM BUILDING CODE	0.36%
229	INSPECTION SERVICES	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	4.75	4.75	4.75	4.75	4.75	PER UNIFORM BUILDING CODE	
230	INSPECTION SERVICES	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	BASE	5,608.75	5,608.75	5,608.75	5,608.75	5,608.75	PER UNIFORM BUILDING CODE	
231	INSPECTION SERVICES	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	3.65	3.65	3.65	3.65	3.65	PER UNIFORM BUILDING CODE	
232	INSPECTION SERVICES	BUILDING PERMIT (INSPECTION-SPECIAL REINSPECTION, ETC.)	PER HOUR	50.00	50.00	50.00	50.00	50.00	MINIMUM 2 HOURS	
233	INSPECTION SERVICES	BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE)	EACH	50.00%	50.00%	50.00%	50.00%	50.00%	OF REGULAR BUILDING PERMIT FEE	
234	INSPECTION SERVICES	BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)	PERMIT FEE	65.00%	65.00%	65.00%	65.00%	65.00%	OF APPLICABLE PERMIT FEE	
235	INSPECTION SERVICES	CONSTRUCTION BOARD OF APPEALS APPLICATION FEE	EACH	0.00	100.00	100.00	100.00	100.00		
236	INSPECTION SERVICES	ELECTRICAL PERMIT (BASE PERMIT)	BASE	35.00	35.00	35.00	35.00	35.00		
237	INSPECTION SERVICES	ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)	EACH	8.00	8.00	8.00	8.00	8.00		
238	INSPECTION SERVICES	ELECTRICAL PERMIT (CIRCUITS)	EACH	5.00	5.00	5.00	5.00	5.00		
239	INSPECTION SERVICES	ELECTRICAL PERMIT (DISHWASHER)	EACH	8.00	8.00	8.00	8.00	8.00		
240	INSPECTION SERVICES	ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)	EACH	45.00	45.00	45.00	45.00	45.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
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				2002	2003	2004	2005	2006	DEPARTMENT	%
LINE	DEPT	DESCRIPTION	UNIT	FEE	FEE	FEE	FEE	FEE	COMMENTS	CHANGE
241	INSPECTION SERVICES	ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)	EACH 50'	9.00	9.00	9.00	9.00	9.00		
242	INSPECTION SERVICES	ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)	EACH	75.00	75.00	75.00	75.00	75.00		
243	INSPECTION SERVICES	ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)	EACH	150.00	150.00	150.00	150.00	150.00		
244	INSPECTION SERVICES	ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)	EACH DEVICE	8.00	8.00	8.00	8.00	8.00		
245	INSPECTION SERVICES	ELECTRICAL PERMIT (FURNACE-UNIT HEATER)	EACH	8.00	8.00	8.00	8.00	8.00		
246	INSPECTION SERVICES	ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)	PER HOUR	50.00	50.00	50.00	35.00	35.00	MINIMUM 1 HOUR	
247	INSPECTION SERVICES	ELECTRICAL PERMIT (INSPECTION-FINAL)	EACH	35.00	35.00	35.00	35.00	35.00		
248	INSPECTION SERVICES	ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)	HOUR	50.00	50.00	50.00	50.00	50.00	MINIMUM 1 HOUR	
249	INSPECTION SERVICES	ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	HOUR	50.00	50.00	50.00	50.00	50.00	MINIMUM 1 HOUR	
250	INSPECTION SERVICES	ELECTRICAL PERMIT (KVA OR HP UP TO 20)	EACH	9.00	9.00	9.00	9.00	9.00		
251	INSPECTION SERVICES	ELECTRICAL PERMIT (KVA & HP 21 TO 50)	EACH	15.00	15.00	15.00	15.00	15.00		
252	INSPECTION SERVICES	ELECTRICAL PERMIT (KVA & HP 50 AND OVER)	EACH	18.00	18.00	18.00	18.00	18.00		
253	INSPECTION SERVICES	ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)	EACH	9.00	9.00	9.00	9.00	9.00		
254	INSPECTION SERVICES	ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)	EACH	25.00	25.00	25.00	ACTUAL COSTS	35.00		
255	INSPECTION SERVICES	ELECTRICAL PERMIT (MOBILE HOME SITE)	EACH	9.00	9.00	9.00	9.00	9.00		
256	INSPECTION SERVICES	ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)	EACH	10.00	10.00	10.00	10.00	10.00		
257	INSPECTION SERVICES	ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)	EACH	8.00	8.00	8.00	8.00	8.00		
258	INSPECTION SERVICES	ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)	EACH	15.00	15.00	15.00	15.00	15.00		
259	INSPECTION SERVICES	ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)	EACH	20.00	20.00	20.00	20.00	20.00		
260	INSPECTION SERVICES	ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)	EACH	23.00	23.00	23.00	23.00	23.00		

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Master Fee Resolution - Schedule of Fees										
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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
261	INSPECTION SERVICES	ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)	EACH	30.00	30.00	30.00	30.00	30.00		
262	INSPECTION SERVICES	ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/GFI ONLY)	EACH	50.00	50.00	50.00	50.00	50.00		
263	INSPECTION SERVICES	ELECTRICAL PERMIT (SIGNS LETTER)	EACH	15.00	15.00	15.00	15.00	15.00		
264	INSPECTION SERVICES	ELECTRICAL PERMIT (SIGNS NEON)	EACH 25'	2.00	2.00	2.00	2.00	2.00		
265	INSPECTION SERVICES	ELECTRICAL PERMIT (SIGNS UNIT)	EACH	10.00	10.00	10.00	10.00	10.00		
266	INSPECTION SERVICES	ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)	EACH	45.00	45.00	45.00	45.00	45.00		
267	INSPECTION SERVICES	ELECTRICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
268	INSPECTION SERVICES	FIRE ALARM PLAN REVIEW FEE		0.00	25.00%	25.00%	25.00%	25.00%	OF PERMIT FEE FOR ANY SYSTEM OVER 10 DEVICES	
269	INSPECTION SERVICES	GARAGE MOVING FEE	EACH	200.00	200.00	200.00	200.00	200.00		
270	INSPECTION SERVICES	BUILDING MOVING FEE (EXCEPT GARAGE)	EACH	500.00	500.00	500.00	500.00	500.00		
271	INSPECTION SERVICES	HOUSING INSPECTION	EACH-BASE	60.00	75.00	75.00	75.00	75.00		
272	INSPECTION SERVICES	HOUSING INSPECTION	PER UNIT OVER 1	10.00	15.00	15.00	15.00	15.00		
273	INSPECTION SERVICES	FIRST HOUSING RE-INSPECTION	EACH-BASE	0.00	50.00	50.00	50.00	50.00		
274	INSPECTION SERVICES	FIRST HOUSING RE-INSPECTION (MULTIPLE UNITS)	PER UNIT OVER 1	0.00	10.00	10.00	10.00	10.00		
275	INSPECTION SERVICES	SECOND HOUSING RE-INSPECTION	EACH-BASE	0.00	60.00	60.00	60.00	60.00		
276	INSPECTION SERVICES	SECOND HOUSING RE-INSPECTION (MULTIPLE UNITS)	PER UNIT OVER 1	0.00	15.00	15.00	15.00	15.00		
277	INSPECTION SERVICES	THIRD HOUSING RE-INSPECTION	EACH-BASE	0.00	75.00	75.00	75.00	75.00		
278	INSPECTION SERVICES	THIRD HOUSING RE-INSPECTION (MULTIPLE UNITS)	PER UNIT OVER 1	0.00	20.00	20.00	20.00	20.00		
279	INSPECTION SERVICES	FIRST HOUSING RE-INSPECTION - EXTERIOR	EACH-BASE	0.00	15.00	15.00	15.00	15.00	NO FEE IF ITEMS NOTED ARE CORRECTED	
280	INSPECTION SERVICES	SECOND HOUSING RE-INSPECTION - EXTERIOR	EACH-BASE	0.00	30.00	30.00	30.00	30.00		

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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
281	INSPECTION SERVICES	HOUSING-RENTAL HOUSING REGISTRATION FEE (1 - 4 UNITS)		0.00	10.00	10.00	10.00	10.00		
282	INSPECTION SERVICES	HOUSING-RENTAL HOUSING REGISTRATION FEE (5 - 10 UNITS)		0.00	20.00	20.00	20.00	20.00		
283	INSPECTION SERVICES	HOUSING-RENTAL HOUSING REGISTRATION FEE (11 - 20 UNITS)		0.00	30.00	30.00	30.00	30.00		
284	INSPECTION SERVICES	HOUSING-RENTAL HOUSING REGISTRATION FEE (21 - 30 UNITS)		0.00	40.00	40.00	40.00	40.00		
285	INSPECTION SERVICES	HOUSING-RENTAL HOUSING REGISTRATION FEE (31 + UNITS)		0.00	50.00	50.00	50.00	50.00		
286	INSPECTION SERVICES	LATE FEE FOR RENTAL UNITS NOT REGISTERED BY MARCH 15	EACH VIOLATION	0.00	100.00	100.00	100.00	100.00		
287	INSPECTION SERVICES	HOUSING-WARRANT INSPECTION FEE	EACH	150.00	150.00	150.00	150.00	150.00		
288	INSPECTION SERVICES	LIQUOR LICENSE INSPECTION FEE	EACH	75.00	75.00	75.00	75.00	75.00		
289	INSPECTION SERVICES	LIQUOR LICENSE RE-INSPECTION FEE	EACH	45.00	45.00	45.00	45.00	45.00		
290	INSPECTION SERVICES	MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)	EACH	15.00	15.00	15.00	15.00	15.00		
291	INSPECTION SERVICES	MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)	EACH	60.00	60.00	60.00	60.00	60.00		
292	INSPECTION SERVICES	MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)	EACH	5.00	5.00	5.00	5.00	5.00		
293	INSPECTION SERVICES	MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)	EACH	20.00	20.00	20.00	20.00	20.00		
294	INSPECTION SERVICES	MECHANICAL PERMIT (A/C & REFRIG-CHILLER)	EACH	30.00	30.00	30.00	30.00	30.00		
295	INSPECTION SERVICES	MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)	EACH	30.00	30.00	30.00	30.00	30.00		
296	INSPECTION SERVICES	MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)	EACH	30.00	30.00	30.00	30.00	30.00		
297	INSPECTION SERVICES	MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)	EACH	30.00	30.00	30.00	30.00	30.00		
298	INSPECTION SERVICES	MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)	EACH	30.00	30.00	30.00	30.00	30.00		
299	INSPECTION SERVICES	MECHANICAL PERMIT (BASE PERMIT)	EACH	35.00	35.00	35.00	35.00	35.00		
300	INSPECTION SERVICES	MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)	PER FOOT	0.10	0.10	0.10	0.10	0.10	\$25.00 MINIMUM FEE	

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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
301	INSPECTION SERVICES	MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)	PER FOOT	0.10	0.10	0.10	0.10	0.10	\$25.00 MINIMUM FEE	
302	INSPECTION SERVICES	MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)	EACH	50.00	150.00	150.00	150.00	150.00		
303	INSPECTION SERVICES	MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)	PER HEAD	0.75	0.75	0.75	0.75	0.75	\$20.00 MINIMUM FEE	
304	INSPECTION SERVICES	MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)	EACH	10.00	10.00	10.00	10.00	10.00		
305	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)	EACH	10.00	10.00	10.00	10.00	10.00		
306	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-BOILERS)	EACH	30.00	30.00	30.00	30.00	30.00		
307	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)	EACH	25.00	25.00	25.00	25.00	25.00		
308	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)	EACH	8.00	8.00	8.00	8.00	8.00		
309	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)	EACH	20.00	20.00	20.00	20.00	20.00		
310	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)	EACH	20.00	20.00	20.00	20.00	20.00		
311	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)	EACH	5.00	5.00	5.00	5.00	5.00		
312	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)	EACH	30.00	30.00	30.00	30.00	30.00		
313	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)	EACH	30.00	30.00	30.00	30.00	30.00		
314	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00	30.00	30.00	30.00		
315	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00	30.00	30.00	30.00		
316	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)	EACH	30.00	30.00	30.00	30.00	30.00		
317	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)	EACH	50.00	50.00	50.00	50.00	50.00		
318	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)	EACH	20.00	20.00	20.00	20.00	20.00		
319	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)	EACH	30.00	30.00	30.00	30.00	30.00		
320	INSPECTION SERVICES	MECHANICAL PERMIT (HEATING-WATER HEATER)	EACH	10.00	10.00	10.00	10.00	10.00		

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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
321	INSPECTION SERVICES	MECHANICAL PERMIT (HUMIDIFIERS)	EACH	10.00	10.00	10.00	10.00	10.00		
322	INSPECTION SERVICES	MECHANICAL PERMIT (INSPECTION-ADDITIONAL)	EACH	35.00	35.00	35.00	35.00	35.00		
323	INSPECTION SERVICES	MECHANICAL PERMIT (INSPECTION-FINAL)	EACH	35.00	35.00	35.00	35.00	35.00		
324	INSPECTION SERVICES	MECHANICAL PERMIT (INSPECTION-HOURLY RATE)	EACH	50.00	50.00	50.00	50.00	50.00		
325	INSPECTION SERVICES	MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	EACH	50.00	50.00	50.00	50.00	50.00		
326	INSPECTION SERVICES	MECHANICAL PERMIT (INSPECTION-TURN ON GAS)	EACH	35.00	35.00	35.00	35.00	35.00		
327	INSPECTION SERVICES	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)	EACH	5.00	5.00	5.00	5.00	5.00		
328	INSPECTION SERVICES	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS)	PER OUTLET	1.00	1.00	1.00	1.00	1.00		
329	INSPECTION SERVICES	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS)	EACH	2.00	2.00	2.00	2.00	2.00		
330	INSPECTION SERVICES	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)	PER OUTLET	0.50	0.50	0.50	0.50	0.50		
331	INSPECTION SERVICES	MECHANICAL PERMIT (ROOFTOP HVAC UNIT)	EACH	60.00	60.00	60.00	60.00	60.00		
332	INSPECTION SERVICES	MECHANICAL PERMIT (TANKS-ABOVEGROUND)	EACH	20.00	20.00	20.00	20.00	20.00		
333	INSPECTION SERVICES	MECHANICAL PERMIT (TANKS-UNDERGROUND)	EACH	25.00	25.00	25.00	25.00	25.00		
334	INSPECTION SERVICES	MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)	EACH	15.00	15.00	15.00	15.00	15.00		
335	INSPECTION SERVICES	MECHANICAL PERMIT (UNIT VENTILATORS)	EACH	10.00	10.00	10.00	10.00	10.00		
336	INSPECTION SERVICES	MECHANICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
337	INSPECTION SERVICES	PLUMBING PERMIT (BASE PERMIT)	EACH	35.00	35.00	35.00	35.00	35.00		
338	INSPECTION SERVICES	PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)	EACH	8.00	8.00	8.00	8.00	8.00		
339	INSPECTION SERVICES	PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)	EACH	8.00	8.00	8.00	8.00	8.00		
340	INSPECTION SERVICES	PLUMBING PERMIT (INSPECTION ADDITIONAL)	EACH	35.00	35.00	35.00	35.00	35.00		

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				2002	2003	2004	2005	2006	DEPARTMENT	%
LINE	DEPT	DESCRIPTION	UNIT	FEE	FEE	FEE	FEE	FEE	COMMENTS	CHANGE
341	INSPECTION SERVICES	PLUMBING PERMIT (INSPECTION FINAL)	EACH	35.00	35.00	35.00	35.00	35.00		
342	INSPECTION SERVICES	PLUMBING PERMIT (INSPECTION HOURLY FEE)	EACH	50.00	50.00	50.00	50.00	50.00		
343	INSPECTION SERVICES	PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)	EACH	50.00	50.00	50.00	50.00	50.00		
344	INSPECTION SERVICES	PLUMBING PERMIT (MANHOLES-CATCHBASINS)	EACH	10.00	10.00	10.00	10.00	10.00		
345	INSPECTION SERVICES	PLUMBING PERMIT (MEDICAL GAS INSTALLATION)	PER OUTLET	0.00	8.00	8.00	8.00	8.00		
346	INSPECTION SERVICES	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER)	EACH	10.00	10.00	10.00	10.00	10.00		
347	INSPECTION SERVICES	PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)	EACH	10.00	10.00	10.00	10.00	10.00		
348	INSPECTION SERVICES	PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 6")	EACH	25.00	25.00	25.00	25.00	25.00		
349	INSPECTION SERVICES	PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 6")	EACH	8.00	8.00	8.00	8.00	8.00		
350	INSPECTION SERVICES	PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)	EACH	5.00	5.00	5.00	5.00	5.00		
351	INSPECTION SERVICES	PLUMBING PERMIT (SUB-SOIL DRAINS)	EACH	8.00	8.00	8.00	8.00	8.00		
352	INSPECTION SERVICES	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM-1-1/2")	EACH	30.00	30.00	30.00	30.00	30.00		
353	INSPECTION SERVICES	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM-1-1/4")	EACH	23.00	23.00	23.00	23.00	23.00		
354	INSPECTION SERVICES	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM-1")	EACH	15.00	15.00	15.00	15.00	15.00		
355	INSPECTION SERVICES	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM-2")	EACH	38.00	38.00	38.00	38.00	38.00		
356	INSPECTION SERVICES	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM-3/4")	EACH	8.00	8.00	8.00	8.00	8.00		
357	INSPECTION SERVICES	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM-OVER 2")	EACH	45.00	45.00	45.00	45.00	45.00		
358	INSPECTION SERVICES	PLUMBING PERMIT (WATER SERVICE 2" TO 6")	EACH	25.00	25.00	25.00	25.00	25.00		
359	INSPECTION SERVICES	PLUMBING PERMIT (WATER SERVICE LESS THAN 2")	EACH	8.00	8.00	8.00	8.00	8.00		
360	INSPECTION SERVICES	PLUMBING PERMIT (WATER SERVICE OVER 6")	EACH	50.00	50.00	50.00	50.00	50.00		

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Master Fee Resolution - Schedule of Fees										
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				2002	2003	2004	2005	2006	DEPARTMENT	%
LINE	DEPT	DESCRIPTION	UNIT	FEE	FEE	FEE	FEE	FEE	COMMENTS	CHANGE
361	INSPECTION SERVICES	PLUMBING PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
362	INSPECTION SERVICES	PROPERTY MAINTENANCE CODE APPEAL APPLICATION FEE	EACH	0.00	100.00	100.00	100.00	100.00		
363	INSPECTION SERVICES	ROOFING PERMIT (RE-ROOF OVER OLD ROOF/1LAYERS MAX)	\$100 PER SQUARE	0.00	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES		
364	INSPECTION SERVICES	ROOFING PERMIT (STRIP THEN RE-ROOF)	\$200 PER SQUARE	0.00	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES		
365	INSPECTION SERVICES	ROOFING PERMIT (STRIP, RE-SHEET, THEN RE-ROOF)	\$250 PER SQUARE	0.00	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES		
366	MARINA	20 FOOT SLIP	EACH	1,300.00	1,300.00	1,300.00	1,328.00	1,328.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1, 2006	
367	MARINA	30 FOOT SLIP	EACH	1,804.00	1,804.00	1,804.00	1,894.00	1,941.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1, 2006	2.48%
368	MARINA	40 FOOT SLIP	EACH	2,784.00	2,784.00	2,784.00	2,923.00	2,996.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1, 2006	2.50%
369	MARINA	60 FOOT SLIP	EACH	0.00	0.00	0.00	0.00	5,344.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1, 2006	***NEW FEE**
370	MARINA	HARD ACCESS (SLIPS 37-46, 69) UNDER 27' ONLY	EACH	1,185.00	1,185.00	1,185.00	1,244.00	1,275.00		2.49%
371	MARINA	CLASS A MOORING	EACH	370.00	370.00	395.00	415.00	425.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1, 2005	2.41%
372	MARINA	CLASS B MOORING	EACH	315.00	315.00	335.00	352.00	361.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1, 2005	2.56%
373	MARINA	DAILY LAUNCH RAMP	EACH	5.00	5.00	5.00	10.00	10.00		
374	MARINA	PUMP OUT	EACH	5.00	5.00	5.00	5.00	5.00		
375	MARINA	SEASONAL LAUNCH RAMP STICKER	RESIDENT	35.00	40.00	40.00	40.00	40.00		
376	MARINA	SEASONAL LAUNCH RAMP STICKER	NON-RESIDENT	50.00	55.00	55.00	55.00	55.00		
377	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	RESIDENT	15.00	25.00	25.00	25.00	25.00		
378	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	NON-RESIDENT	35.00	40.00	40.00	40.00	40.00		
379	MARINA	SMALL BOAT BASIN	EACH	775.00	775.00	775.00	814.00	834.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1, 2005	2.46%
380	MARINA	DRY STORAGE (RESIDENTS)	EACH	110.00	110.00	125.00	131.00	134.00		2.29%

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381	MARINA	DRY STORAGE (NON-RESIDENTS)	EACH	165.00	165.00	185.00	194.00	199.00		2.58%
382	MARINA	TRAILER STORAGE	EACH	50.00	50.00	55.00	58.00	60.00		3.45%
383	PARKS	HACKLEY PARK PARTIES IN THE PARK	EACH EVENT	500.00	500.00	800.00	800.00	800.00	PLUS 5% OF EVENT PROFIT OVER \$5,000	
384	PARKS	MC GRAFT PARK BLDG. (CHURCH & NON-PROFIT GROUPS)	FIRST 4 HOURS	70.00	70.00	75.00	75.00	75.00		
385	PARKS	MC GRAFT PARK BLDG. (CHURCH & NON-PROFIT GROUPS)	PER ADDITIONAL HOUR	15.00	15.00	15.00	15.00	15.00		
386	PARKS	MC GRAFT PARK BLDG. (INSTRUCTIONAL PROGRAMS)	PER HOUR	15.00	15.00	25.00	25.00	25.00		
387	PARKS	MC GRAFT PARK BLDG. (WEEKDAYS NOT REGULAR GROUPS)	PER ADDITIONAL HOUR	20.00	20.00	20.00	20.00	20.00		
388	PARKS	MC GRAFT PARK BLDG. (WEEKDAYS NOT REGULAR GROUPS)	FIRST 4 HOURS	80.00	80.00	85.00	85.00	85.00		
389	PARKS	MC GRAFT PARK BLDG. (WEEKENDS NOT REGULAR GROUPS)	PER ADDITIONAL HOUR	25.00	25.00	25.00	25.00	25.00		
390	PARKS	MC GRAFT PARK BLDG. (WEEKENDS NOT REGULAR GROUPS)	FIRST 4 HOURS	100.00	100.00	105.00	105.00	105.00		
391	PARKS	MC GRAFT PARK MUSIC BOWL	HOURL	40.00	40.00	45.00	45.00	45.00		
392	PARKS	MC GRAFT PARK TENNIS COURTS (Reserved Use)	HOURL	0.00	0.00	0.00	0.00	5.00	UNLESS SEPARATE AGREEMENT	***NEW FEE**
393	PARKS	PARKS (LIGHT COSTS BALL DIAMONDS)	EACH	40.00	40.00	40.00	40.00	40.00		
394	PARKS	PARKS (MOVE BENCHES)	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS		
395	PARKS	PARKS (MOVE BLEACHERS)	EACH	ACTUAL COSTS	\$25 PLUS ACTUAL COSTS	\$25 PLUS ACTUAL COSTS	\$25 PLUS ACTUAL COSTS	\$25 PLUS ACTUAL COSTS		
396	PARKS	PARKS (MOVE PICNIC TABLES)	EACH	ACTUAL COSTS	\$10 PLUS ACTUAL COSTS	\$10 PLUS ACTUAL COSTS	\$10 PLUS ACTUAL COSTS	\$10 PLUS ACTUAL COSTS		
397	PARKS	PARKS (MOVE STAGE)	EACH	ACTUAL COSTS	\$100 PLUS ACTUAL COSTS	\$100 PLUS ACTUAL COSTS	\$100 PLUS ACTUAL COSTS	\$100 PLUS ACTUAL COSTS		
398	PARKS	PARKS (SNOW FENCE)	EACH	ACTUAL COSTS	\$15 PLUS ACTUAL COSTS	\$15 PLUS ACTUAL COSTS	\$15 PLUS ACTUAL COSTS	30.00		
399	PARKS	PARKS (USE OF GARBAGE CANS)	EACH	ACTUAL COSTS	\$5 PLUS ACTUAL COSTS	\$5 PLUS ACTUAL COSTS	\$5 PLUS ACTUAL COSTS	\$5 PLUS ACTUAL COSTS		
400	PARKS	PARKS (PLASTIC BAGS FOR GARBAGE CANS)	EACH BAG		0.10	0.10	0.10	0.10		

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LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
401	PARKS	SPORTS FIELD RENTAL (EXCLUDES SETUP SERVICES)	PER HOUR	0.00	0.00	0.00	0.00	10.00		***NEW FEE**
402	PARKS	SPORTS FIELD RENTAL (EXCLUDES SETUP SERVICES)	PER EVENT	0.00	0.00	0.00	0.00	ACTUAL COSTS		***NEW FEE**
403	PARKS	WEDDING COORDINATION (MC GRAFT LAGOON AREA)	PER EVENT		10.00	25.00	25.00	25.00		
404	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	119.00	119.00	119.00	119.00	119.00		
405	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	25.00	25.00	25.00	35.00	35.00		
406	PLANNING	DOWNTOWN PLAN COPY	EACH	30.00	30.00	30.00	30.00	30.00		
407	PLANNING	MYLAR COPIES OF AERIALS	EACH	0.00	0.00	0.00	10.00	10.00		
408	ZONING	SPECIAL MEETING FEE (PLANNING, ZBA)	PER REQUEST	400.00	400.00	400.00	400.00	400.00		
409	PLANNING	OBSOLETE PROPERTY REHAB FILING & MONITORING FEE	EACH	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	OR 2% OF ABATED TAXES (WHICHEVER IS LESS)	
410	PLANNING	NEZ APPLICATION FEE	EACH	0.00	0.00	0.00	0.00	25.00		***NEW FEE**
411	PLANNING	IFT/CFT APPLICATION FEE	EACH	1,722.00	1,722.00	1,722.00	1,722.00	1,722.00	OR 2% OF ABATED TAXES (WHICHEVER IS LESS)	
412	PLANNING	IFT/CFT APPLICATION FEE (BASE ADMINISTRATION FEE)	EACH	250.00	250.00	250.00	250.00	250.00		
413	PLANNING	GROUNDWATER ORDINANCE APPLICATION FEE	EACH	0.00	0.00	500.00	500.00	500.00		
414	PLANNING	BROWNFIELD DEVELOPMENT APPLICATION FEE	EACH	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	IF TAX CAPTURE FEE BASED ON ACTUAL COSTS	
415	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (EACH ADDITIONAL PAGE)	EACH	1.00	1.00	0.25	0.25	0.25		
416	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (FIRST PAGE)	EACH	5.50	5.50	5.50	5.50	5.50		
417	POLICE	BIKE REGISTRATION (CHANGE OWNERSHIP)	EACH	2.00	2.00	2.00	2.00	2.00		
418	POLICE	BIKE REGISTRATION (DUPLICATE)	EACH	1.00	1.00	1.00	1.00	1.00		
419	POLICE	BIKE REGISTRATION (ENGRAVING)	EACH	3.00	3.00	3.00	3.00	0.00	NO CHARGE	-100.00%
420	POLICE	BIKE REGISTRATION (NEW)	EACH	2.00	2.00	2.00	2.00	2.00		

CITY OF MUSKEGON											
Master Fee Resolution - Schedule of Fees											
(Effective 1/1/2006)											
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE	
421	POLICE	CITATION COPY	EACH	3.00	3.00	5.50	5.50	5.50			
422	POLICE	CONCEALED WEAPON PERMIT (INCL. FINGERPRINT)	EACH	30.00	30.00	30.00	30.00	0.00	NO LONGER A DEPARTMENT FUNCTION	-100.00%	
423	POLICE	FALSE ALARM FEE (4TH IN YEAR)	EACH	25.00	25.00	30.00	30.00	30.00			
424	POLICE	FALSE ALARM FEE (5TH IN YEAR)	EACH	50.00	50.00	60.00	60.00	60.00			
425	POLICE	FALSE ALARM FEE (6TH OR MORE IN YEAR)	EACH	60.00	60.00	75.00	75.00	75.00			
426	POLICE	FINGERPRINTING (NON-CRIMINAL/NON-WEAPON)	EACH	10.00	10.00	15.00	15.00	0.00	NO LONGER A DEPARTMENT FUNCTION	-100.00%	
427	POLICE	OUIL COST RECOVERY FEE	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS			
428	POLICE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00	15.00	15.00	15.00			
429	POLICE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00	10.00	10.00	10.00			
430	POLICE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	0.00	0.00	5.00	5.00	5.00			
431	POLICE	VIN INSPECTION	EACH	27.00	27.00	30.00	30.00	30.00			
432	POLICE	VEHICLE IMPOUND FEE (PRIVATE)	EACH	50.00	50.00	50.00	50.00	50.00			
433	POLICE	VEHICLE IMPOUND FEE (COURT-ORDERED)	EVERY 30 DAYS	50.00	50.00	50.00	50.00	50.00			
434	RECREATION	BASEBALL (ADULT)	TEAM	950.00	950.00	985.00	1,015.00	1,015.00			
435	RECREATION	BASEBALL (YOUTH)	TEAM	600.00	600.00	600.00	600.00	600.00			
436	RECREATION	BASKETBALL (MEN'S CITY LEAGUE MAJOR)	TEAM	565.00	565.00	565.00	565.00	565.00			
437	RECREATION	BASKETBALL (GRADE SCHOOL PLAYER FEE)	PLAYER	20.00	25.00	25.00	25.00	25.00			
438	RECREATION	CITY TOURNAMENT (GATE ENTRY FEE)	ADULTS	2.00	2.00	2.00	2.00	2.00			
439	RECREATION	CITY TOURNAMENT (GATE ENTRY FEE)	STUDENTS	1.00	1.00	1.00	1.00	1.00			
440	RECREATION	FALL LEAGUE SOFTBALL MINOR (SLOWPITCH)	TEAM	230.00	245.00	245.00	245.00	245.00			

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
441	RECREATION	FALL OPEN GYM (YOUTH)	PER PERSON	1.00	1.00	1.00	1.00	1.00		
442	RECREATION	FALL OPEN GYM (ADULT OR FAMILY)	PER PERSON	2.00	2.00	2.00	2.00	3.00		50.00%
443	RECREATION	HIGH SCHOOL CITY TOURNAMENT (BASEBALL)	TEAM	120.00	120.00	135.00	135.00	135.00		
444	RECREATION	HIGH SCHOOL CITY TOURNAMENT (SOFTBALL)	TEAM	150.00	150.00	165.00	165.00	165.00		
445	RECREATION	JUNIOR SUMMER TENNIS LEAGUE	TEAM	75.00	75.00	75.00	95.00	95.00		
446	RECREATION	OUTDOOR SOCCER (ADULT)	TEAM	650.00	665.00	675.00	675.00	675.00		
447	RECREATION	PICNIC SHELTER RENTAL	RESIDENT	50.00	50.00	50.00	100.00	100.00		
448	RECREATION	PICNIC SHELTER RENTAL (200 PERSON SHELTER)	RESIDENT	65.00	65.00	65.00	125.00	125.00		
449	RECREATION	SOFTBALL CITY TOURNAMENT	TEAM	100.00	100.00	100.00	100.00	100.00		
450	RECREATION	SOFTBALL FIELD RESERVATIONS	EACH	10.00	10.00	10.00	10.00	10.00		
451	RECREATION	SOFTBALL FIELD TOURNAMENT FEES	EACH	50.00	50.00	50.00	50.00	50.00		
452	RECREATION	SOFTBALL MASA DISTRICT TOURNAMENT	TEAM	100.00	100.00	100.00	100.00	100.00		
453	RECREATION	SOFTBALL (MAJOR MEN'S SLOWPITCH)	TEAM	715.00	730.00	755.00	755.00	755.00		
454	RECREATION	SOFTBALL (SUMMER SLOWPITCH-1 UMPIRE)	TEAM	495.00	510.00	545.00	545.00	545.00		
455	RECREATION	SWIM (LEARN TO SWIM)	NON-RESIDENT	25.00	25.00	25.00	25.00	25.00		
456	RECREATION	SWIM (LEARN TO SWIM)	RESIDENT	10.00	10.00	10.00	10.00	10.00		
457	RECREATION	SWIM (OPEN SWIM YOUTH)	PER PERSON	1.00	1.00	1.00	2.00	1.00		-50.00%
458	RECREATION	SWIM (OPEN SWIM ADULT OR FAMILY)	PER PERSON	2.00	2.00	2.00	5.00	3.00		-40.00%
459	RECREATION	WOMEN'S BASKETBALL	TEAM	395.00	395.00	395.00	395.00	395.00		
460	SPECIAL EVENTS	ADMINISTRATIVE FEE (FIRST TIME EVENTS ONLY)	EACH	0.00	0.00	50.00	50.00	50.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
461	SPECIAL EVENTS	ADMINISTRATIVE FEE (AT LEAST 60 DAYS PRIOR TO EVENT)	EACH	0.00	0.00	50.00	50.00	50.00		
462	SPECIAL EVENTS	ADMINISTRATIVE FEE (59-45 DAYS PRIOR TO EVENT)	EACH	0.00	0.00	150.00	150.00	150.00		
463	SPECIAL EVENTS	ADMINISTRATIVE FEE (44-30 DAYS PRIOR TO EVENT)	EACH	0.00	0.00	250.00	250.00	250.00		
464	SPECIAL EVENTS	ADMINISTRATIVE FEE (29 DAYS OR LESS PRIOR TO EVENT)	EACH	0.00	0.00	450.00	450.00	450.00		
465	SPECIAL EVENTS	CITY SERVICES (PARK RANGERS)	EACH PER HOUR	0.00	0.00	15.00	15.00	15.00		
466	SPECIAL EVENTS	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	0.00	0.00	5.00	5.00	5.00		
467	SPECIAL EVENTS	CITY SERVICES (55-GAL RUBBERMAID TRASH CANS)	EACH	0.00	0.00	10.00	10.00	10.00		
468	SPECIAL EVENTS	CITY SERVICES (PLASTIC TRASH BAGS)	PER CASE	0.00	0.00	25.00	25.00	25.00		
469	SPECIAL EVENTS	CITY SERVICES (SNOWFENCE - WOOD)	PER ROLL	0.00	0.00	30.00	30.00	30.00		
470	SPECIAL EVENTS	CITY SERVICES (SNOWFENCE - PLASTIC)	PER ROLL	0.00	0.00	25.00	25.00	25.00		
471	SPECIAL EVENTS	CITY SERVICES (FENCE POSTS)	EACH POST	0.00	0.00	3.00	3.00	3.00		
472	SPECIAL EVENTS	CITY SERVICES (PARK BENCHES)	EACH	0.00	0.00	10.00	10.00	10.00		
473	SPECIAL EVENTS	CITY SERVICES (BLEACHERS)	EACH	0.00	0.00	125.00	125.00	125.00		
474	SPECIAL EVENTS	CITY SERVICES (HANG BANNERS)	EACH	0.00	0.00	50.00	50.00	50.00		
475	SPECIAL EVENTS	CITY SERVICES (ADJUSTABLE PARK STAGE)	EACH 4 x 8 SECTION	0.00	0.00	50.00	50.00	50.00		
476	SPECIAL EVENTS	CITY SERVICES (PICNIC TABLES)	EACH	0.00	0.00	10.00	10.00	10.00		
477	SPECIAL EVENTS	CITY SERVICES (TRAILER)	PER HOUR	0.00	0.00	25.00	25.00	25.00		
478	SPECIAL EVENTS	CITY SERVICES (PORTABLE PA SYSTEM)	EACH	0.00	0.00	25.00	25.00	25.00		
479	SPECIAL EVENTS	CITY SERVICES (TURF TRUCK)	PER DAY	0.00	0.00	100.00	100.00	100.00		
480	SPECIAL EVENTS	CITY SERVICES (LABOR PARKS OR DPW STAFF)	PER HOUR	0.00	0.00	50.00	50.00	50.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
481	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - STRAIGHT TIME)	PER HOUR	0.00	0.00	40.00	40.00	40.00		
482	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - 1.5 OVERTIME)	PER HOUR	0.00	0.00	60.00	60.00	60.00		
483	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - TRIPLE OVERTIME)	PER HOUR	0.00	0.00	120.00	120.00	120.00		
484	TREASURER	DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT)	EACH	0.50	1.00	1.00	1.00	1.00		
485	TREASURER	DUPLICATE TAX BILL COPY (TYPED BILL)	EACH	3.00	3.00	3.00	3.00	3.00		
486	TREASURER	NSF CHECK/NSF ACH HANDLING CHARGE	EACH	25.00	25.00	30.00	30.00	30.00		
487	TREASURER	TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD)	EACH	5.00	5.00	5.00	5.00	5.00		
488	TREASURER	TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD)	EACH	12.00	12.00	12.00	12.00	12.00		
489	TREASURER	TRANSACTION SERVICE FEE (PAYMENTS MADE AT WINDOW/WO BILL)	EACH	0.00	0.00	1.00	1.00	1.00		
490	TREASURER	PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION)	EACH	5.00	5.00	5.00	5.00	5.00		
491	TREASURER	PROPERTY TAX ROLL ON CD-ROM	EACH	100.00	100.00	100.00	100.00	100.00		
492	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP	EACH	15.00	15.00	15.00	15.00	15.00		
493	WATER-SEWER	DELINQUENT PAYMENT PENALTY	PAST DUE BALANCE	10.00%	10.00%	10.00%	10.00%	10.00%		
494	WATER-SEWER	DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)	PAST DUE BALANCE	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00		
495	WATER-SEWER	HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE	EACH	35.00	35.00	50.00	50.00	50.00	\$100.00 REFUNDABLE DEPOSIT ALSO REQUIRED	
496	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER)	EACH	600.00	600.00	800.00	800.00	800.00		
497	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (WATER)	EACH	600.00	600.00	800.00	800.00	800.00		
498	WATER-SEWER	METER REPLACEMENT AT OWNER'S REQUEST	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS		
499	WATER-SEWER	METER RESET AT OWNER'S REQUEST	EACH	25.00	25.00	35.00	35.00	35.00		
500	WATER-SEWER	METER TEST	EACH	35.00	35.00	35.00	35.00	35.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
501	WATER-SEWER	MISSED METER APPOINTMENT	EACH	25.00	25.00	25.00	25.00	25.00		
502	WATER-SEWER	TEMPORARY (MINIMUM 30 DAY) SERVICE	EACH	25.00	25.00	25.00	25.00	25.00		
503	WATER-SEWER	TURN ON CHARGE (AFTER HOURS)	EACH	35.00	35.00	35.00	35.00	35.00		
504	WATER-SEWER	TURN ON CHARGE (REGULAR HOURS)	EACH	25.00	25.00	25.00	25.00	25.00		
505	WATER-SEWER	TURN ON CHARGE (SEASONAL USE)	EACH	12.50	12.50	12.50	12.50	12.50		
506	WATER-SEWER	UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)	EACH	200.00	200.00	200.00	200.00	200.00		
507	WATER-SEWER	UNAUTHORIZED WATER USE (ADDITIONAL CHARGE FOR CONT'D USE)	PER DAY	20.00	20.00	20.00	20.00	20.00		
508	WATER-SEWER	WATER TEST SAMPLE	PER TEST	35.00	35.00	35.00	60.00	60.00	COVERS STAFF TIME AND LAB WORK	
509	WATER-SEWER	BACKFLOW PREVENTER DEVICE REGISTRATION/AUDIT FEE	ANNUAL FEE-EACH DEVICE	0.00	0.00	10.00	10.00	10.00		
510	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 5/8" OR 3/4" (NON-SPEC ASSESS)	EACH	0.00	0.00	800.00	800.00	800.00		
511	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 1" (NON-SPEC ASSESS)	EACH	0.00	0.00	2,000.00	2,000.00	2,000.00		
512	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 1-1/4" OR 1-1/2" (NON-SPEC ASSESS)	EACH	0.00	0.00	4,000.00	4,000.00	4,000.00		
513	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 2" (NON-SPEC ASSESS)	EACH	0.00	0.00	6,800.00	6,800.00	6,800.00		
514	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 2" TURBO/ENDURO (NON-SPEC ASSESS)	EACH	0.00	0.00	8,000.00	8,000.00	8,000.00		
515	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 3" (NON-SPEC ASSESS)	EACH	0.00	0.00	12,800.00	12,800.00	12,800.00		
516	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 3" TURBO/ENDURO (NON-SPEC ASSESS)	EACH	0.00	0.00	14,000.00	14,000.00	14,000.00		
517	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 4" (NON-SPEC ASSESS)	EACH	0.00	0.00	20,000.00	20,000.00	20,000.00		
518	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 4" TURBO/ENDURO (NON-SPEC ASSESS)	EACH	0.00	0.00	40,000.00	40,000.00	40,000.00		
519	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 6" (NON-SPEC ASSESS)	EACH	0.00	0.00	40,000.00	40,000.00	40,000.00		
520	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - 6" TURBO/ENDURO (NON-SPEC ASSESS)	EACH	0.00	0.00	80,000.00	80,000.00	80,000.00		

CITY OF MUSKEGON										
Master Fee Resolution - Schedule of Fees										
(Effective 1/1/2006)										
LINE	DEPT	DESCRIPTION	UNIT	2002 FEE	2003 FEE	2004 FEE	2005 FEE	2006 FEE	DEPARTMENT COMMENTS	% CHANGE
521	WATER-SEWER	WATER SERVICE CONNECTION CHARGE - GREATER THAN 6" (NON-SPEC ASSESS)	EACH	0.00	0.00	TBD	TBD	TBD	BASED ON CALCULATED CAPACITY	
522	ZONING	FENCE PERMIT FEE	EACH	25.00	25.00	25.00	25.00	30.00		20.00%
523	ZONING	LOT SPLIT REVIEW	EACH	25.00	25.00	25.00	25.00	30.00		20.00%
524	ZONING	ZONING, GIS MAPS (UP TO 17" x 24")	EACH	10.00	10.00	10.00	10.00	15.00		50.00%
525	ZONING	ZONING, GIS MAPS (17" x 24" TO 34" x 44")	EACH	20.00	20.00	20.00	20.00	25.00		25.00%
526	ZONING	PLANNED UNIT DEVELOPMENT (PUD)	EACH	500.00	500.00	500.00	500.00	500.00		
527	ZONING	SEWAGE BENCH ENCROACHMENT	PER BENCH PER MONTH	5.00	5.00	5.00	5.00	5.00		
528	ZONING	SITE PLAN REVIEW FEE - MINOR	EACH	40.00	40.00	100.00	100.00	100.00		
529	ZONING	SITE PLAN REVIEW FEE - MAJOR	EACH	100.00	100.00	200.00	200.00	200.00		
530	ZONING	SPECIAL USE PERMIT	EACH	200.00	200.00	250.00	250.00	250.00		
531	ZONING	STREET VACATION	EACH	200.00	200.00	250.00	250.00	250.00		
532	ZONING	ZONING COMPLIANCE LETTER	EACH	25.00	25.00	25.00	25.00	25.00		
533	ZONING	ZONE CHANGE	EACH	200.00	200.00	250.00	250.00	250.00		
534	ZONING	ZONING BOARD OF APPEALS APPLICATION	EACH	200.00	200.00	300.00	300.00	300.00	COMMERCIAL/INDUSTRIAL ONLY	
535	ZONING	ZONING BOARD OF APPEALS APPLICATION	EACH	0.00	0.00	150.00	150.00	150.00	RESIDENTIAL ONLY	
536	ZONING	ZONING ORDINANCE COPY	EACH	25.00	25.00	25.00	25.00	25.00		
537	ZONING	ZONING ORDINANCE COPY W/ MAP	EACH	40.00	40.00	40.00	40.00	45.00		12.50%

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: December 6, 2005

RE: 2006 Salary Schedule and Fringe Benefits for Non-Represented Employees and the
2006 Salary Schedule for Part-Time and Limited-Term Employees

SUMMARY OF REQUEST:

- 1) To establish the 2006 salary ranges for part-time and limited-term employees;
- 2) To approve and adopt the proposed salary ranges and salary schedules for the non-represented administrative, technical, professional, and supervisory employees for 2006 (2.0% increase);
- 3) Increase Sunday and Holiday pay from 1.50 to 2 times rate of pay for non-union employees eligible for overtime pay;
- 4) Adopt a pay policy for non-represented employees.

FINANCIAL IMPACT:

- 1) Minimal. There are minor changes to steps and pay grades.
- 2) The salary increases will cost approximately \$52,000 plus approximately \$13,000 in added fringe benefit costs.
- 3) Minimal additional cost.
- 4) Minimal, if any, additional cost.

BUDGET ACTION REQUIRED:

To authorize the necessary 2006 budgetary amendments and transfer of money from the affected City funds (Contingency Account for General Fund) to the appropriate salary and fringe benefit accounts to accommodate the salary increases and fringe benefit adjustments.

STAFF RECOMMENDATION:

- 1) To approve the proposed 2006 salary ranges for part-time and limited-term employees;
- 2) To approve and adopt the proposed 2006 salary ranges, salary schedules, and fringe benefit changes for non-represented employees;
- 3) To adopt a pay policy for non-represented employees.

COMMITTEE RECOMMENDATION:

None

CITY OF MUSKEGON
2006 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED-TERM EMPLOYEES

JOB TITLE	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7
STEP 1							
PARKING RAMP ATTENDANT	5.50	5.75	6.00	6.25	6.50	6.75	7.00
RECREATION AIDE	5.50	5.75	6.00	6.25	6.50	6.75	7.00
STEP 2							
BUILDING FACILITY CARETAKER	7.00	7.25	7.50	7.75	8.00	8.25	8.50
GYMNASIUM SUPERVISOR	7.00	7.25	7.50	7.75	8.00	8.25	8.50
SENIOR TRANSIT DRIVER	7.00	7.25	7.50	7.75	8.00	8.25	8.50
STEP 3							
JULIA E. HACKLEY INTERNS	7.00	7.50	8.00	8.50	9.00	9.50	10.00
STEP 4							
FACILITY SUPERVISOR I	8.25	8.50	8.75	9.00	9.25	9.50	10.00
LIFEGUARD	8.25	8.50	8.75	9.00	9.25	9.50	10.00
MARINA AIDE	8.25	8.50	8.75	9.00	9.25	9.50	10.00
PARK RANGER	8.25	8.50	8.75	9.00	9.25	9.50	10.00
PLAYGROUND LEADER	8.25	8.50	8.75	9.00	9.25	9.50	10.00
PROGRAM LEADER	8.25	8.50	8.75	9.00	9.25	9.50	10.00
STEP 5							
LIFEGUARD CAPTAIN	9.25	9.65	10.05	10.45	11.05	11.55	12.25
SCHOOL CROSSING GUARDS	9.25	9.65	10.05	10.45	11.05	11.55	12.25
ASSISTANT PARK RANGER CAPTAIN	9.25	9.65	10.05	10.45	11.05	11.55	12.25
ASSISTANT PLAYGROUND SUPERVISOR	9.25	9.65	10.05	10.45	11.05	11.55	12.25
STEP 6							
AQUATICS DIRECTOR	9.80	10.55	11.30	12.05	12.80	13.55	14.30
FACILITY SUPERVISOR II	9.80	10.55	11.30	12.05	12.80	13.55	14.30
FARMER'S MARKET MASTER	9.80	10.55	11.30	12.05	12.80	13.55	14.30
HARBOR MASTER	9.80	10.55	11.30	12.05	12.80	13.55	14.30
PARK INTERN	9.80	10.55	11.30	12.05	12.80	13.55	14.30
PARK RANGER CAPTAIN	9.80	10.55	11.30	12.05	12.80	13.55	14.30
PLAYGROUND SUPERVISOR	9.80	10.55	11.30	12.05	12.80	13.55	14.30
SOFTBALL SUPERVISOR	9.80	10.55	11.30	12.05	12.80	13.55	14.30
STEP 7							
BOARD OF CANVASSERS	\$65.00 per day						
BOARD OF REVIEW	\$75.00 per day						
ELECTION WORKERS (INSPECTORS)	\$100.00 per day						
ELECTION WORKER CHAIRPERSON	\$135.00 per day						
ELECTION WORKER CO-CHAIRPERSON	\$115.00 per day						

ADMINISTRATIVE/TECHNICAL/PROFESSIONAL/SUPERVISORY
SALARY RANGES
EFFECTIVE 1/1/2006

	<u>MINIMUM SALARY</u>	<u>MAXIMUM SALARY</u>
<u>RANGE I - A</u>	\$70,021	\$93,362
Assistant City Manager Director of Public Safety Finance Director Public Works Director		
<u>RANGE I - B</u>	\$65,451	\$87,270
Police Chief (Vacant)		
<u>RANGE II - A</u>	\$60,444	\$80,592
Community/Economic Development Director Fire Chief (Vacant) Leisure Services Director (Vacant)		
<u>RANGE II - B</u>	\$57,906	\$77,136
City Engineer/Deputy Director of Public Works		
<u>RANGE III</u>	\$55,370	\$73,678
Assistant Chief of Police (Vacant) City Clerk City Treasurer Civil Service/Personnel Director Deputy Director of Public Safety for Fire Services Information Systems Director		
<u>RANGE IV</u>	\$47,696	\$63,593
Assistant City Engineer (Vacant) Assistant Finance Director Deputy Director of Community/Economic Development (Vacant) Director of Inspections (Vacant) Income Tax Director		
<u>RANGE V</u>	\$45,651	\$60,871
Affirmative Action Director Community & Neighborhood Services Director Water Filtration Plant Supervisor		
<u>RANGE VI</u>	\$42,784	\$57,045
Building Official (Vacant) Project Engineer (Vacant) Superintendent of Public Works Superintendent of Public Utilities		

	<u>MINIMUM SALARY</u>	<u>MAXIMUM SALARY</u>
<u>RANGE VII-A</u>	\$39,598	\$52,801
Business Development Specialist (Vacant)		
Cemetery/Forestry Supervisor		
Database Administrator		
Equipment Supervisor		
Highway Supervisor		
Network Technician		
Parks Supervisor		
Planner III/Zoning Administrator		
Public Utilities Supervisor		
Recreation/Marina Supervisor		
Safety/Services Supervisor (Vacant)		
Special Operations Supervisor		
<u>RANGE VII-B</u>	\$37,162	\$49,554
Computer Technician (Vacant)		
<u>RANGE VIII</u>	\$35,059	\$46,749
Administrative Services Supervisor - DPW		
Code Coordinator		
Communications & Public Affairs Administrator (Vacant)		
Income Tax Auditor		
Pension & Benefits Coordinator (Part-Time) (Vacant)		
Personnel Analyst (Vacant)		
Planner II		
Police Community Coordinator		
Police Records Supervisor		
Resource Recovery Coordinator		
Revenue Collections Administrator		
Risk Manager - (Vacant)		
<u>RANGE IX</u>	\$30,894	\$41,192
Building Maintenance Supervisor		
Planner I		
Secretary to the City Manager		
<u>RANGE X</u>	\$28,651	\$38,203
Administrative Aide - Police (Vacant)		
Administrative Secretary		
Deputy City Clerk		
Finance Clerk		
Personnel Clerk (Part-Time) (Vacant)		
Youth Recreation Coordinator (Vacant)		
<u>RANGE XI</u>	\$26,090	\$34,787
City Hall Building Maintenance Worker		

2006
NON-REPRESENTED EMPLOYEES SALARY SCHEDULE

SALARY SCHEDULE
 11 STEPS

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>
RANGE I-A	70,021	72,355	74,689	77,023	79,357	81,691	84,025	86,359	88,693	91,028	93,362
RANGE I-B	65,451	67,633	69,815	71,997	74,179	76,361	78,543	80,725	82,906	85,088	87,270
RANGE II-A	60,444	62,459	64,474	66,489	68,503	70,518	72,533	74,548	76,563	78,577	80,592
RANGE II-B	57,906	59,829	61,752	63,675	65,598	67,521	69,444	71,367	73,290	75,213	77,136
RANGE III	55,370	57,200	59,031	60,862	62,693	64,524	66,354	68,185	70,016	71,847	73,678
RANGE IV	47,696	49,286	50,876	52,465	54,055	55,645	57,234	58,824	60,414	62,003	63,593
RANGE V	45,651	47,173	48,695	50,217	51,739	53,261	54,783	56,305	57,827	59,349	60,871
RANGE VI	42,784	44,210	45,636	47,062	48,488	49,914	51,340	52,766	54,192	55,618	57,045
RANGE VII-A	39,598	40,919	42,239	43,559	44,880	46,200	47,520	48,840	50,161	51,481	52,801
RANGE VII-B	37,162	38,401	39,640	40,879	42,118	43,358	44,597	45,836	47,075	48,314	49,554
RANGE VIII	35,059	36,228	37,397	38,566	39,735	40,904	42,073	43,242	44,411	45,580	46,749
RANGE IX	30,894	31,924	32,953	33,983	35,013	36,043	37,073	38,102	39,132	40,162	41,192
RANGE X	28,651	29,606	30,561	31,516	32,472	33,427	34,382	35,337	36,293	37,248	38,203
RANGE XI	26,090	26,959	27,829	28,699	29,569	30,438	31,308	32,178	33,048	33,917	34,787

Date: December 13, 2005
To: Honorable Mayor and City Commissioners
From: Melissa Haug, Recreation/Marina Supervisor
RE: Hartshorn Marina Phase III Re-bid

SUMMARY OF REQUEST:

To approve an agreement with Great Lakes Dock & Material for construction and improvements of Phase III marina renovations.

FINANCIAL IMPACT:

\$958,382 with the MDNR providing a 50% match. The project funding source is a \$1 Million grant from the State of Michigan Department of Natural Resources (MDNR) with an equivalent City of Muskegon match of \$1 Million. The remaining money is expected to be used towards other marina related enhancements.

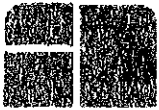
BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:



THE ABONMARCHE GROUP

95 West Main Street, P.O. Box 1088, Benton Harbor, MI 49023 • T 269.927.2295 F 269.927.1017 W www.abonmarche.com

Marquette, MI
South Bend, IN
Fort Wayne, IN

December 13, 2005

Ms. Lee Slaughter
Assistant City Manager
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443

Re: Hartshorn Marina Phase III-Rebid
Recommendation for Contract Award
Engineering Project No. M5-0094

Dear Ms. Slaughter:

On December 13, 2005, we received two (2) bids for the Hartshorn Marina Phase III Re-Bid Project. Received bids were from Hardman Construction and Great Lakes Dock & Material.

We are enclosing a summary of the bids received, as follows:

Base Bid		
Revised Engineer's Estimate	Hardman Construction	Great Lakes Dock & Material
\$1,166,900.00	\$968,480.00	\$958,382.00

Alternate Bid		
Revised Engineer's Estimate	Hardman Construction	Great Lakes Dock & Material
\$197,700.00	\$214,250.00	\$206,500.00

Ms. Lee Slaughter
City of Muskegon
Hartshorn Marina - Phase III - Re-Bid
Recommendation for Award
December 13, 2005
Page 2 of 2



The analysis of the Base Bid shows that the low bidder is Great Lakes Dock & Material in the amount of \$968,480.00. This is below the Engineer's Estimate of \$1,166,900.00. Please see enclosed Bid Tabulation Report for detailed bid price information.

In addition, we have reviewed the previous marina construction experience and references for the two bidders and find both to be qualified for the Marina Construction proposed at Hartshorn Marina.

Should you have any questions or comments, please feel free to contact us at our office.

Sincerely,

ABONMARCHE CONSULTANTS, INC.

Dan Veriotti, P.E.
Project Engineer

Bradley R. Fausnacht, P.E.
Group Director, Marina/Waterfront Development

DV/ra

cc: Melissa Haug, City of Muskegon (w/attachments)

City Commission Agenda Item

To: Mayor Warmington and City Commissioners
From: Leisure Services Department
Date: November 6, 2005
Re: Hartshorn Marina Renovation Project – Re-bid.

SUMMARY OF REQUEST:

The City requested bids for the Hartshorn Marina \$1.5 Million Renovation Project. Mandatory Pre-bid meeting was held on Tuesday, December 6, 2005. Bids are due and will be opened at 10:00 a.m. on Tuesday, December 13, 2005. Bid results will be tallied and provided at the Commission meeting later that day.

FINANCIAL IMPACT:

The project funding source is a \$1 Million grant from the State of Michigan Department of Natural Resources (DNR) with an equivalent City of Muskegon match of \$1 Million dollar. The project estimated cost is \$1.5 Million. The remaining half million dollar (\$500,000) is expected to be used towards other marina related enhancements.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To award the contract to the lowest Base Bid Proposal Sum submitted by a responsive and responsible Bidder in accordance with all the conditions set forth...

COMMITTEE RECOMMENDATION:

None.

Date: December 6, 2005
To: Honorable Mayor and City Commissioners
From: Water Filtration Plant
**RE: 30" Clearwell valve operators and stems
replacement**

SUMMARY OF REQUEST:

Endorse Contractor replacement of the 30" clearwell valve operators and stems by Franklin-Holwerda Company and Solomon Diving, Inc.

FINANCIAL IMPACT:

Total cost of \$31, 460.00 from the water fund.
(\$21,800.00 for Franklin-Holwerda Company)
(\$9,660.00 for Solomon Diving, Inc.)

BUDGET ACTION REQUIRED:

Applied to the 2006 Water Filtration Plant budget and to be reflected in the quarterly budget reforecast.

STAFF RECOMMENDATION:

Recommend the Mayor and Commissioners endorse contracting the valve operator and stem replacement with Franklin-Holwerda Company and Solomon Diving, Inc.

MEMORANDUM

12/6/05

TO: M. AL-SHATEL, DEPUTY DPW
FROM: R. VENEKLASEN, WATER FILTRATION SUPV.
RE: 4 – 30" CLEARWELL VALVES

BACKGROUND

The 1963 portion of the clearwell, or finished water storage tank, has four 30" pipes with butterfly valves to the suction header pipe for the high service pumps. These valves were operated as part of the improvements project in order to isolate a 42" suction line that was to be abandoned and capped. In operating the four valves it was discovered the valves would not close.

To avoid pumping down the clearwell, we elected to contract with a diver, experienced in this type of work, to inspect the valves. We selected Solomon diving as they have previously performed intake pipe inspections for the City. This approach allowed us to avoid the rental of the pumps, the man-hours to oversee pumping down the clearwell, and also to retain a more adequate supply of finished water. The diver revealed that the valve stem shafts had deteriorated at the universal joints rendering the valve inoperable from outside the well.

The diver, Solomon diving, performed a second dive on the valves to remove the operating stem, clean the valve seats by hydrolazing, and to exercise and close the valves.

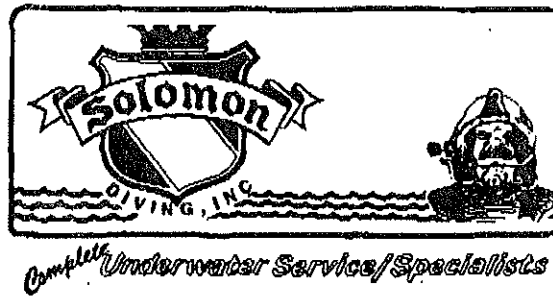
PROPOSED REMEDY

The valve operators located on the clearwell deck require removal and rebuilding as minimum. We solicited a cost from Franklin-Holwerda Company, the mechanical contractor for the plant improvements project, to provide a cost for this work. They determined that they could provide new operators for slightly more than the cost of reworking the existing operators. They would also provide OEM valve stems but of a larger diameter and made of stainless steel. This will be an improvement over the original carbon steel stems and universal joints. These approaches should deter the corrosion problem leading to the initial failures.

The diver would make the valve stem terminations on the valves and insure the valves were working properly. He would then vacuum the corroded steel that has fallen to the sump around the suction piping prior to departing the well.

RECOMMENDATION

It is my recommendation that the Mayor and City Commission endorse Franklin-Holwerda Company to provide the valve operators, stems, and universal joints at a cost of \$21,800.00 and Solomon Diving, Inc. for the stem connection and cleaning at a cost of \$9,660.00.



November 21, 2005

Muskegon Water Plant
1900 Beach Street
Muskegon, MI 49441

Attn: Bob Veneklasen

This is a proposal for the services of Solomon Diving, Inc. to perform the underwater installation of four (4) operating rods and stem guides to the 30" valves as well as floor clean up in the immediate area of the four (4) 30" suction bells within the clear wells at Muskegon Water Plant. All hardware and work on the operators is to be provided by others.

Solomon Diving, Inc. will provide a four (4) member dive crew utilizing surface supplied air systems with voice communications in accordance with OSHA, MIOSHA, AWWA standards.

This project as proposed is for up to three (3) 10-hour working days.

Total Amount as Proposed

\$ 9,660.00

Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Bret A. Solomon'.

Bret A. Solomon
Solomon Diving, Inc.
1571 Beechwood Street
Monroe, MI 48162-4101
734-242-4777
734-242-1665 Fax
www.solomondiving.com

*Prevailing wage rates are not represented in this proposal.

**This proposal is valid for 30 calendar days from this date.

C: Dave Reinhout @ FHC

FHC

MECHANICAL • SHEET METAL • FIRE PROTECTION • SERVICE

November 17, 2005

Mr. Tom Lambert

Muskegon Construction
PO Box 477
111 W. Western Ave
Muskegon, MI 49442

Re: Muskegon WTP
30" Clearwell Valve Repair Requote
FHC Quote #X-28a

Dear Tom:

We have reviewed the 30" clearwell valve situation and working with Bret from Solomon Diving Inc (SDI), we are submitting the following for your review:

Our portion of this work is to provide materials to Solomon Diving to perform the stem removal and replacement in the Clearwell tank. I've included new floorstands since rebuilding existing was not cost effective. I have included FHC labor to work with Bret on stem removal/replacement and new floorstands. The floorstands will fit in existing locations, so no concrete work is required.

Total Estimated Cost for this work is: \$ 21,800

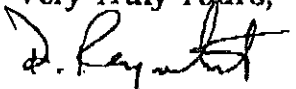
The new stems and accessories will be 1 1/4" SS rather than match the old style used. We will adapt to the 7/8" gear shaft at the valve.

The material for this is approximately 6 weeks delivery. We may be able to get quicker but with the holidays coming up, we won't know until an order can be placed. This has been discussed with Bret.

Bret's quote will follow to Bob Veneklasen first of next week.

If you would please submit this, it would be appreciated.

Very Truly Yours,



David B. Reynhout

CITY COMMISSION MEETING
Tuesday, December 13, 2005

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: December 7, 2005

SUBJECT: Contract with Architect Hooker DeJong and Cole & Russell

SUMMARY OF REQUEST:

Staff is requesting that you accept the final negotiated fee of 7.5% of construction costs for the design of the new Central Fire Station. This fee now includes not only design preparation but also bidding and construction administration phase work. A draft contract is being finalized by the City Attorney. We also request that you authorize the City Attorney to approve the final contract language.

FINANCIAL IMPACT:

As stated the fee will be 7.5% of construction costs.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Approve the request and authorize the Mayor and City Clerk to sign the contract when approved by the City Attorney.

Date: December 13, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Additional Landscaping Along Shoreline Dr.

SUMMARY OF REQUEST:

Authorize staff to enter into a contract with Double L Enterprise Inc. out of Montague to install/plant additional landscaping along Shoreline Dr. between Western Ave. & Ottawa Street.

FINANCIAL IMPACT:

The cost of planting (\$112,970.47) plus minor architectural fee to stake the flower beds.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Waive irregularities in the bids resulting from omission and errors on Double L's bid and authorize staff to enter into a contract with Double L since they are willing to honor their bid with the omission of bid item number 9 and the corrected total of item no. 23.

COMMITTEE RECOMMENDATION:

MEMORANDUM

From: Mohammed Al-Shatel, City Engineer/Deputy DPW

To: Honorable Mayor & City Commission

Cc: Bryon Mazade, City Manager
Bob Kuhn, Director of DPW

Date: 12/7/05

Re: Bids for Additional Landscaping along Shoreline Dr.

On December 6, 2005, staff received bids from two qualified landscape contractors to perform the plantings outlined on the landscape plans prepared by URS. The two bidders were Earthscapes out of Fruitport and Double L out of Montague. When the bids were opened and read, Double L was lowest bidder with a bid price of \$113,970.47.

Upon tabulation of bids, it was discovered that Double L had made two mistakes:

1. Bid item number 9 (\$7,338.15) was omitted from the calculated grand total and.
2. Bid item number 23's calculated total of \$3,200 for (traffic control) should have been \$2,200 since this was a lump sum item of one unit.

Those two mistakes led to Double L being read the lowest bidder, however, when corrected, Double L became the highest bidder with a bid price of \$120,308.62 not \$113,970.47. When informed of those facts, Double L's responded by accepting responsibility for their mistakes and asked that they be awarded the project with the corrected amount for traffic control of \$2,200 and omitting any charges for item no. 9 for a total bid price of \$112,970.47.

Recommendation; staff is recommending that irregularities in the bid, as a result of those mistakes, be waived and request authorization for staff to enter into a contract with Double L to realize a total savings of over \$7,000 to the city.

Attention: **Mohammed**

Date: 12/7/2005

Company: City of Muskegon

Number of Pages: 1

Fax Number: 727-6904

Voice Number:

From: **Linda Meier**

Company: Double L Enterprises Inc

Fax Number: 231-894-8826

Voice Number: 231-894-5988

Subject: Lakeshore Drive Bid (revise)

Comments:

Dear Mohammed,

Double L Enterprises acknowledges mistakes made in the calculations on the bid. We will omit line 9 in the amount of \$7338.15 and will change line 19 to \$2200.00. The total amount of the bid will be \$112,970.47.

Any questions, please call.

Roger DeLong

SHORELINE DRIVE SUPPLEMENTAL LANDSCAPING
BETWEEN WESTERN AVE. AND WEBSTER AVE. (SB US31 BR)
BID PROPOSAL -DECEMBER 6, 2005

				ENGINEER'S ESTIMATE		EARTHSCAPES 5481 AIRLINE RD FRUITPORT, MI 49415		DOUBLE L ENTERPRISES 5215 INDUSTRIAL PARK MONTAGUE, MI 49437	
	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ACE CAM	EACH	4	\$ 100.00	\$ 400.00	\$ 303.60	\$ 1,214.40	\$ 143.43	\$ 573.72
2	ACE RUB	EACH	11	\$ 140.00	\$ 1,540.00	\$ 429.00	\$ 4,719.00	\$ 340.51	\$ 3,745.61
3	BET NIG	EACH	10	\$ 120.00	\$ 1,200.00	\$ 272.80	\$ 2,728.00	\$ 347.67	\$ 3,476.70
4	CRA PHA	EACH	18	\$ 100.00	\$ 1,800.00	\$ 264.00	\$ 4,752.00	\$ 138.05	\$ 2,484.90
5	GLE TRI	EACH	6	\$ 150.00	\$ 900.00	\$ 352.00	\$ 2,112.00	\$ 333.36	\$ 2,000.16
6	MAL SAR	EACH	20	\$ 140.00	\$ 2,800.00	\$ 275.00	\$ 5,500.00	\$ 383.44	\$ 7,668.80
7	MYR PEN	EACH	12	\$ 40.00	\$ 480.00	\$ 37.29	\$ 447.48	\$ 311.89	\$ 3,742.68
8	PIN NIG	EACH	23	\$ 150.00	\$ 3,450.00	\$ 435.60	\$ 10,018.80	\$ 376.29	\$ 8,654.67
9	PIN SYL	EACH	23	\$ 170.00	\$ 3,910.00	\$ 435.60	\$ 10,018.80	\$ 319.05	\$ -
10	QUE PAL	EACH	10	\$ 160.00	\$ 1,600.00	\$ 369.60	\$ 3,696.00	\$ 311.89	\$ 3,118.90
11	SYR RET	EACH	9	\$ 120.00	\$ 1,080.00	\$ 264.00	\$ 2,376.00	\$ 143.77	\$ 1,293.93
12	COR SER	EACH	120	\$ 14.00	\$ 1,680.00	\$ 51.70	\$ 6,204.00	\$ 20.03	\$ 2,403.60
13	ECH PUR	EACH	620	\$ 3.00	\$ 1,860.00	\$ 12.87	\$ 7,979.40	\$ 12.05	\$ 7,471.00
14	HEM CHI	EACH	1500	\$ 3.00	\$ 4,500.00	\$ 9.26	\$ 13,890.00	\$ 5.05	\$ 7,578.75
15	HEM HAP	EACH	940	\$ 3.00	\$ 2,820.00	\$ 7.17	\$ 6,739.80	\$ 4.62	\$ 4,340.45
16	PAN CLO	EACH	170	\$ 10.00	\$ 1,700.00	\$ 13.20	\$ 2,244.00	\$ 12.00	\$ 2,040.00
17	PAN SHE	EACH	325	\$ 4.00	\$ 1,300.00	\$ 13.20	\$ 4,290.00	\$ 12.00	\$ 3,900.00
18	SAL PUR	EACH	90	\$ 40.00	\$ 3,600.00	\$ 25.15	\$ 2,263.50	\$ 9.74	\$ 876.60
*19	TRAFFIC CONTROL	LUMP SUM	1		\$ -	\$ 3,200.00	\$ 3,200.00	\$ 2,200.00	\$ 2,200.00
20	SITE PREPARATION	LUMP SUM	1	\$ 12,817.00	\$ 12,817.00	\$ 13,111.00	\$ 13,111.00	\$ 13,000.00	\$ 13,000.00
21	WATERING & CULTIVATING 1ST SEASON	LUMP SUM	1	\$ 6,225.40	\$ 6,225.40	\$ 6,370.00	\$ 6,370.00	\$ 16,800.00	\$ 16,800.00
22	WATERING & CULTIVATING 2nd SEASON	LUMP SUM	1	\$ 5,859.20	\$ 5,859.20	\$ 5,995.00	\$ 5,995.00	\$ 15,600.00	\$ 15,600.00
*AS NECESSARY TO PERFORM THE WORK OUTLINED IN THE PLANS IN ACCORDANCE WITH MMUTCD									
				TOTAL	\$ 61,521.60		\$ 119,869.18		\$ 112,970.47