

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**DECEMBER 12, 2000**

**CITY COMMISSION CHAMBERS @ 5:30 P.M.**

### AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
  - a. Resolution – Terry “Marco” Clay. COMMUNITY RELATIONS COMMITTEE
  - b. Resolution – Muskegon Catholic Central. COMMUNITY RELATIONS COMMITTEE
- ❑ CONSENT AGENDA:
  - a. Approval of Minutes. CITY CLERK
  - b. City Policy Book. CITY CLERK
  - c. Marina Engineering Study. LEISURE SERVICES
  - d. Coastal Management Grant. LEISURE SERVICES
  - e. Launch Ramp Repair Agreement. LEISURE SERVICES
  - f. Issuance of Quit Claim Deed for 1411 Dudley Street. PLANNING & ECONOMIC DEVELOPMENT
  - g. Amendment to City of Muskegon Groundwater Ordinance. PLANNING & ECONOMIC DEVELOPMENT
  - h. Concurrence with Housing Board of Appeals determination for demolition of the structures at 1213 Francis. INSPECTION SERVICES
  - i. Concurrence with Housing Board of Appeals determination for demolition of the structures at 1541 Eighth St,( 514 W. Southern). INSPECTION SERVICES
  - j. Encroachment Agreement CSX. ENGINEERING
- ❑ PUBLIC HEARINGS:
  - a. Confirming Special Assessment Roll - Roberts Street. ENGINEERING

**b. Confirming Special Assessment Roll - Laketon Avenue. ENGINEERING**

**❑ COMMUNICATIONS:**

**❑ CITY MANAGER'S REPORT:**

**❑ UNFINISHED BUSINESS:**

**a. Manpower Contract for 2001. CIVIL SERVICE**

**❑ NEW BUSINESS:**

**a. Arena Management Contract. LEISURE SERVICES**

**b. Jalepeno's Lease Agreement. LEISURE SERVICES**

**c. 2001 User Fee Update. FINANCE**

**d. Proposals to Provide Legal Services to the City. ASSISTANT CITY MANAGER**

**e. Concurrence with Housing Board of Appeals determination for demolition of the structures at 497 Catawba. INSPECTION SERVICES**

**f. Concurrence with Housing Board of Appeals determination for demolition of the structures at 4 W. Clay Ave. INSPECTION SERVICES**

**g. Ordinance to regulate the storage and accumulation of junk vehicles and refuse. CITY ATTORNEY**

**h. 2001 Salary Schedule and Fringe Benefits for Non-Represented Employees and the 2001 Salary Schedule for Part Time and Limited Term Employees. CITY MANAGER**

**i. General Employees Retirement System Ordinance Amendment. CITY MANAGER**

**❑ ANY OTHER BUSINESS:**

**❑ PUBLIC PARTICIPATION:**

**➤ *Reminder: Individuals who would like to address the City Commission shall do the following:***

- 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.)

**❑ 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.

## **AGENDA ITEM**

### **CITY COMMISSION MEETING December 12, 2000**

**TO:** HONORABLE MAYOR AND CITY COMMISSIONERS  
**FROM:** Community Relations Commission  
**DATE:** December 5, 2000  
**RE:** Resolution Request

#### **SUMMARY OF REQUEST**

A resolution was requested to recognize Terry "Marco" Clay. On October 29, 2000, the Muskegon Fire Department responded to an alarm of fire at 1408 Leahy. On arrival, the second floor of the structure was well involved in fire. During the fire extinguishment, a victim was discovered in the area of fire origin. It was later learned through interviews that a subject from down the street forced the door to the lower front apartment and carried two people out of the building. They were not injured, but were otherwise incapacitated.

Mr. Clay was the person who made the rescue and did so at great risk to his own personal safety with the fire raging above him.

#### **FINANCIAL IMPACT**

None

#### **BUDGET ACTION REQUIRED**

None

#### **STAFF RECOMMENDATION**

Approval



City of  
**Muskegon**  
State of Michigan

**WHEREAS,** the City of Muskegon pauses to honor and recognize Terry "Marco" Clay for selflessly risking his life to rescue 2 individuals trapped in a fire on October 29, 2000; and

**WHEREAS,** the City of Muskegon is proud of your bravery and is thankful to have such a fine individual in our City who shows care, concern and value for the lives of neighbors in our community; and

**WHEREAS,** we feel it is important to publicly acknowledge the daring rescue that put your own personal safety in great risk, while a fire was raging above you; and

**WHEREAS,** it is an honor to have such a noble, self-sacrificing and courageous member of our community. Our city is a better place because of you:

**NOW, THEREFORE, BE IT RESOLVED,** that I, Fred J. Nielsen, Mayor of the City of Muskegon and speaking on behalf of the City Commission and citizens of Muskegon, do hereby set aside December 12, 2000 to honor Terry "Marco" Clay for his heroism.

**IN WITNESS WHEREOF,** we hereunto set our hands and cause the seal of the City to be affixed this 12<sup>th</sup> day of December, 2000.

\_\_\_\_\_  
Fred J. Nielsen, Mayor

\_\_\_\_\_  
Scott Sieradzki, Vice Mayor

\_\_\_\_\_  
Clara Shepherd, Commissioner

\_\_\_\_\_  
John Aslakson, Commissioner

\_\_\_\_\_  
Lawrence O. Spataro, Commissioner

\_\_\_\_\_  
Jone Wortelboer Benedict, Commissioner

\_\_\_\_\_  
Robert Schweifler, Commissioner

**AGENDA ITEM**

**CITY COMMISSION MEETING December 12, 2000**

**TO:** HONORABLE MAYOR AND CITY COMMISSIONERS

**FROM:** Community Relations Commission

**DATE:** December 5, 2000

**RE:** Resolution Request

**SUMMARY OF REQUEST**

A resolution was requested to recognize Muskegon Catholic Central High School on their State football championship.

**FINANCIAL IMPACT**

None

**BUDGET ACTION REQUIRED**

None

**STAFF RECOMMENDATION**

Approval



City of  
**Muskegon**  
State of Michigan

**WHEREAS,** the City of Muskegon pauses to honor and congratulate the Muskegon Catholic Central High School Football Team for your accomplishments this year and on achieving a State Championship; and

**WHEREAS,** the City of Muskegon is proud of your success and is thankful to have such fine individuals from the Muskegon area to represent our community; and

**WHEREAS,** we feel it is important to publicly acknowledge the hard work and dedication you've given to your sport and the success you have achieved as a result; and

**WHEREAS,** we would like to express our recognition to Coach Dan Matusiewicz, his assistants and the team on such a memorable and notable accomplishment. We wish you continued success in all of your future endeavors:

**NOW, THEREFORE, BE IT RESOLVED,** that I, Fred J. Nielsen, Mayor of the City of Muskegon and speaking on behalf of the City Commission and citizens of Muskegon, do hereby set aside December 12, 2000 to congratulate the Muskegon Catholic Central Football Team on an exciting season and on winning the State Championship.

**IN WITNESS WHEREOF,** we hereunto set our hands and cause the seal of the City to be affixed this 12<sup>th</sup> day of December, 2000.

\_\_\_\_\_  
Fred J. Nielsen, Mayor

\_\_\_\_\_  
Scott Sieradzki, Vice Mayor

\_\_\_\_\_  
Clara Shepherd, Commissioner

\_\_\_\_\_  
John Aslakson, Commissioner

\_\_\_\_\_  
Lawrence O. Spataro, Commissioner

\_\_\_\_\_  
Jone Wortelboer Benedict, Commissioner

\_\_\_\_\_  
Robert Schweifler, Commissioner

**Date: December 12, 2000**  
**To: Honorable Mayor and City Commissioners**  
**From: Gail A. Kunding, City Clerk**  
**RE: Approval of Minutes**

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SUMMARY OF REQUEST: To approve the minutes of the Special Commission Meeting that was held on Tuesday, November 21, 2000; and the Regular Commission Meeting that was held on Tuesday, November 28, 2000.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

# **CITY OF MUSKEGON**

## **CITY COMMISSION MEETING**

### **DECEMBER 12, 2000**

#### **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 12, 2000.

Mayor Nielsen opened the meeting by introducing Vice-Mayor Sieradzki who offered the prayer after which members of the City Commission and the members of the public joined in reciting the Pledge of Allegiance to the Flag.

#### **ROLL CALL FOR THE REGULAR COMMISSION MEETING:**

Present: Mayor Fred J. Nielsen; Vice-Mayor Scott Sieradzki; Commissioners Clara Shepherd, Lawrence Spataro, Robert Schweifler, John Aslakson, and Jone Wortelboer Benedict

Absent: None

#### **HONORS AND AWARDS:**

##### **a. Resolution – Terry "Marco" Clay. COMMUNITY RELATIONS COMMITTEE**

SUMMARY OF REQUEST: A resolution was requested to recognize Terry "Marco" Clay. On October 29, 2000, the Muskegon Fire Department responded to an alarm of fire at 1408 Leahy. On arrival, the second floor of the structure was well involved in fire. During the fire extinguishment, a victim was discovered in the area of fire origin. It was later learned through interviews that a subject from down the street forced the door to the lower front apartment and carried two people out of the building. They were not injured, but were otherwise incapacitated. Mr. Clay was the person who made the rescue and did so at great risk to his own personal safety with the fire raging above him.

Resolution was presented to Terry Clay by Commissioner Benedict.

##### **b. Resolution – Muskegon Catholic Central. COMMUNITY RELATIONS COMMITTEE**

SUMMARY OF REQUEST: A resolution was requested to recognize Muskegon Catholic Central High School on their State football championship.

Resolution was presented to Coach Mike Holmes and two Captains by Mayor Nielsen.

#### **2000-112 CONSENT AGENDA:**

##### **a. Approval of Minutes. CITY CLERK**

SUMMARY OF REQUEST: To approve the minutes of the Special Commission Meeting that was held on Tuesday, November 21, 2000; and the Regular Commission Meeting that was held on Tuesday, November 28, 2000.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

**b. City Policy Book. CITY CLERK**

SUMMARY OF REQUEST: To adopt the City Policy Book as presented. This large document has been reviewed by all of you and discussed at previous Legislative Policy Committee meetings. Any changes that you have asked have been incorporated into this document as presented to you now. This is a working document of this Commission and may be changed as you see fit in the future.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

**c. Marina Engineering Study. LEISURE SERVICES**

SUMMARY OF REQUEST: To award a contract to The Abonmarche Group to perform a preliminary Engineering study of Hartshorn Marina to determine physical plant needs and deficiencies.

FINANCIAL IMPACT: \$17,550, 50% to be paid by the State.

BUDGET ACTION REQUIRED: None, within the Marina budget.

STAFF RECOMMENDATION: Approve

**d. Coastal Management Grant. LEISURE SERVICES**

SUMMARY OF REQUEST: To authorize the Mayor and Clerk to sign the grant agreement with the Coastal Management Program to design Phase I of the Lakeshore Trail.

FINANCIAL IMPACT: \$30,000 grant; \$30,000 local match from the golf course fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

**e. Launch Ramp Repair Agreement. LEISURE SERVICES**

SUMMARY OF REQUEST: To authorize the Mayor and Clerk to sign the Boating Access Agreement – Emergency Repairs/Preventative Maintenance with the DNR to repair the launch ramp at Hartshorn Marina.

FINANCIAL IMPACT: Up to \$30,000 of state funds requiring a 25% match.

BUDGET ACTION REQUIRED: None, is included in the Marina budget.

STAFF RECOMMENDATION: Approve

**g. Amendment to City of Muskegon Groundwater Ordinance. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: On August 26, 1997, the City Commission adopted Ordinance No. 1133. The ordinance was for the purpose of prohibiting the use of secondary water supplies from groundwater wells for the delivery of water for human consumption, and the use of wells which may influence the movement of contaminated groundwater. The existing ordinance has not been easy to administer, and the MDEQ has some concerns with it. For that reason, the City Commission is requested to amend the current ordinance.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the ordinance and authorize the Mayor and City Clerk to sign it. The major change in the amended ordinance involves the mapping of parcels directly affected by contaminated plumes of groundwater. The previous ordinance defined an "affected premises" as a parcel within one-quarter mile of a plume. There was a major difficulty with mapping and notification, and it was very time consuming. It is much more efficient to confine the ordinance's effects to identified parcels having contaminated groundwater. It is expected that the identifications will come from those involved in sites where releases under Part 201 or Part 213 have occurred. Additional provisions directly prohibit irrigation in the newly defined affected premises, a direct obligation to notify the county health department by delivering and updating the county with copies of the ordinance and all amendments. The MDEQ has been notified of the proposed amendments, in a letter sent on November 7, 2000 (they are required to receive a 30 day notice prior to the City Commission modifying the ordinance). The MDEQ has not indicated that they have any concerns with the amendments.

**i. Concurrence with Housing Board of Appeals determination for demolition of the structures at 1541 Eighth St,( 514 W. Southern).** INSPECTION SERVICES

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 1541 Eighth, also 514 W. Southern is unsafe, substandard, a public nuisance and that it be demolished within thirty days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None

**j. Encroachment Agreement CSX.** ENGINEERING

SUMMARY OF REQUEST: CSX is requesting your permission to install four (4) monitoring wells in the public R-O-W of E. Western & Marquette. The request was made through the encroachment agreement form.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the encroachment agreement subject to the supplemental conditions.

**Motion by Commissioner Spataro, second by Commissioner Aslakson to approve the consent agenda with the exception of item f and h.**

**ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson**

Nays: None

**ADOPTED**

**2000-113 ITEMS REMOVED FROM CONSENT:**

**f. Issuance of Quit Claim Deed for 1411 Dudley Street. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: A city-owned vacant lot was sold to Carlen Barnes in 1990, who eventually sold the lot to Thomas Galloway in August 2000. The lot is located at 1411 Dudley Street. The deed between C. Barnes and T. Galloway still has the reversion clause included. The new owner is requesting a new quit-claim deed from the City to allow him to obtain a construction loan. The City will allow a new quit-claim deed with the same reversion clause.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval to issue another quit-claim deed to Thomas Galloway and authorize the Mayor and Clerk to sign off on the deed.

**Motion by Vice-Mayor Sieradzki, second by Commissioner Schweifler to approve issuing another quit-claim deed to Thomas Galloway.**

**ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict**

**Nays: None**

**ADOPTED**

**h. Concurrence with Housing Board of Appeals determination for demolition of the structures at 1213 Francis. INSPECTION SERVICES**

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 1213 Francis is unsafe, sub-standard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: The cost of demolition will be paid with fire escrow funds.

BUDGET ACTION REQUIRED: None

**Motion by Commissioner Benedict, second By Commissioner Shepherd to concur with Housing Board of Appeals decision with the exception that CDBG funds are not used.**

**ROLL VOTE: Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen**

**Nays: None**

**ADOPTED**

**2000-114 PUBLIC HEARINGS:**

**a. Confirming Special Assessment Roll - Roberts Street. ENGINEERING**

SUMMARY OF REQUEST: To hold a public hearing on the spreading of the special assessment for Roberts Street, Lawrence to Wesley, and to adopt the resolution confirming the special assessment roll.

FINANCIAL IMPACT: A total of \$52,612.73 will be spread against the eight (8) parcels abutting the project.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the special assessment roll and adopt the resolution.

The Public Hearing opened at 5:54 p.m. to hear and consider any comments from the public. Mohammed Al-Shatel explained the item. Doris Foster, 1205 Wesley, stated she was against the assessment.

**Motion by Commissioner Aslakson, second by Commissioner Spataro to close the hearing at 5:59 p.m. and approve the special assessment.**

**ROLL VOTE: Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler**

**Nays: None**

## **ADOPTED**

### **b. Confirming Special Assessment Roll - Laketon Avenue. ENGINEERING**

SUMMARY OF REQUEST: To hold a public hearing on the spreading of the special assessment for Laketon Ave., 55.77' east of the centerline of Wood Street to Getty Street, and to adopt the resolution confirming the special assessment roll.

FINANCIAL IMPACT: A total of \$88,259.32 will be spread against the twenty three (23) parcels abutting the project.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the special assessment roll and adopt the resolution.

The Public Hearing opened at 6:00 p.m. to hear and consider any comments from the public. Mohammed Al-Shatel explained the item. No comments were heard from the public.

**Motion by Commissioner Schweifler, second by Commissioner Spataro to close the public hearing at 6:04 p.m. and approve the special assessment.**

**ROLL VOTE: Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd**

**Nays: None**

## **ADOPTED**

### **2000-115 UNFINISHED BUSINESS:**

#### **a. Manpower Contract for 2001. CIVIL SERVICE**

SUMMARY OF REQUEST: Request that the City Commission authorize extension of the current contract for temporary services for the year 2001. Current contract expires December 31, 2000. Extended contract will be at the same rates agreed to in 1997 except a 3% billing rate increase for Administrative Secretary (\$9.35 to \$9.63) and Account Clerk (\$8.76 to \$9.02). The City is expected to incur the costs for Drug Tests for temporary employees provided by Manpower, International (\$21.00 each).

FINANCIAL IMPACT: Approximately \$1,800 beyond budget for drug tests. This is the year 2000 costs, which are expected to be the same for year 2001.

BUDGET ACTION REQUIRED: \$2,000 adjustment.

STAFF RECOMMENDATION: To approve this request.

**Motion by Commissioner Spataro, second by Commissioner Aslakson to approve the extension of the current contract for the year 2001.**

**ROLL VOTE: Ayes: Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki**  
**Nays: None**

**ADOPTED**

**2000-116 NEW BUSINESS:**

**a. Arena Management Contract. LEISURE SERVICES**

SUMMARY OF REQUEST: Authorize staff to negotiate a final contract with Arena Management Group.

FINANCIAL IMPACT: \$667,000 in the first year

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

**Motion by Commissioner Spataro, second by Commissioner Schweifler to authorize staff to negotiate a final contract.**

**ROLL VOTE: Ayes: Aslakson, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro**  
**Nays: Benedict**

**ADOPTED**

**b. Jalepeno's Lease Agreement. LEISURE SERVICES**

SUMMARY OF REQUEST: To approve the lease agreement subject to changes approved by the Manager and Council for Jalepeno's and authorize the Mayor and Clerk to sign the agreement.

FINANCIAL IMPACT: Lessee shall pay the City \$856/month increasing over time.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

**Motion by Commissioner Spataro, second by Commissioner Aslakson to approve the lease agreement subject to changes approved by the Manager and Council.**

**ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson**  
**Nays: None**

**ADOPTED**

**c. 2001 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. New fees and fee changes proposed for 2001 include the following:

- A series of new fees for property owners participating in the voluntary early-notification program for grass, trash, and lot cleanup violations;

- Increases in certain cemetery fee categories;
- Building permit fee increases in accordance with the uniform building code;
- Increases in parking fees for the Clay Street ramp;
- New fee for private, for-profit companies wishing to use City Hall meeting rooms;
- Increases and/or adjustments to various Engineering, Marina, and Recreation fees.

FINANCIAL IMPACT: Increased revenue for fee supported activities.

BUDGET ACTION REQUIRED: None at this time. Adoption of the 2001 Master Fee Resolution will help the City attain its 2001 budgeted revenue estimates.

STAFF RECOMMENDATION: Approval

**Motion by Vice-Mayor Sieradzki, second by Commissioner Schweifler to approve the 2001 User Fees.**

**ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict**  
**Nays: None**

**ADOPTED**

**d. Proposals to Provide Legal Services to the City. ASSISTANT CITY MANAGER**

SUMMARY OF REQUEST: The City Commission requested proposals from *legal firms with a local presence in Muskegon* to provide the City's legal services. The deadline for receipt of proposals was November 14, 2000. The request generated two proposals: (1) Parmenter O'Toole --- the City's current legal service provider and (2) Nantz, Litowich, Smith & Girard --- a firm located in Grand Rapids. Parmenter O'Toole's proposal is to provide legal services for all three of the areas outlined in the RFP --- General Counsel, Prosecution and Labor/Personnel at an hourly rate of \$100 or an annual retainer fee of \$360,000. Nantz, Litowich, Smith & Girard's proposal is to provide legal services for one of the three areas outlined in the RFP --- Labor/Personnel at an hourly rate of \$145.

FINANCIAL IMPACT: \$360,000 per year.

STAFF RECOMMENDATION: Staff recommends entering into a three-year contract with Parmenter O'Toole to provide legal services to the City of Muskegon in the areas of general counsel, prosecution and labor/personnel. The contract will begin effective January 1, 2001, and end December 31, 2003.

**Motion by Commissioner Shepherd, second by Commissioner Spataro to accept the proposal from Parmenter O'Toole.**

**ROLL VOTE: Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen**  
**Nays: None**

**ADOPTED**

**e. Concurrence with Housing Board of Appeals determination for demolition of the structures at 497 Catawba. INSPECTION SERVICES**

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 497 Catawba is unsafe, sub-standard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure

and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends the Commission to concur with the Housing Board of Appeals decision to demolish the structure.

**Motion by Commissioner Shepherd, second by Commissioner Aslakson to concur with Housing Board of Appeals.**

**MOTION AND SECOND WITHDRAWN**

**Motion by Commissioner Aslakson, second by Commissioner Shepherd to concur with Housing Board of Appeals but delay action for 30 days to permit the property owner to get all necessary permits by licensed contractors; and if time-table is not met, Housing Inspections can order demolition.**

**ROLL VOTE: Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd  
Nays: None**

**ADOPTED**

**f. Concurrence with Housing Board of Appeals determination for demolition of the structures at 4 W. Clay Ave. INSPECTION SERVICES**

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 4 W. Clay Ave. (also known as United Auto Body Shop) is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: This office is concerned with the structural integrity and potential for collapse. Therefore, it is the staff recommendation that the structure located at 4 W. Clay (United Auto Body Shop) be declared unsafe, substandard, a public nuisance, and to demolish the structure.

**Motion by Commissioner Shepherd, second by Commissioner Aslakson to concur with Housing Board of Appeals.**

**ROLL VOTE: Ayes: Spataro, Aslakson, Schweifler, Shepherd  
Nays: Benedict, Nielsen, Sieradzki**

**ADOPTED**

**g. Ordinance to regulate the storage and accumulation of junk vehicles and refuse. CITY ATTORNEY**

SUMMARY OF REQUEST: To approve an ordinance amending Chapter 10 of the Code of Ordinances, concerning garbage and refuse, and further amending Sections 12-53 through 12-61 of Chapter 12 of the Code of Ordinances, concerning the storage and disposal of un-

abandoned junk vehicles on private property.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the ordinance.

**Motion by Commissioner Aslakson, second by Commissioner Shepherd to approve the ordinance.**

**ROLL VOTE: Ayes: Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro**

**Nays: None**

## **ADOPTED**

### **h. 2001 Salary Schedule and Fringe Benefits for Non-Represented Employees and the 2001 Salary Schedule for Part Time and Limited Term Employees.**

CITY MANAGER

#### **SUMMARY OF REQUEST:**

1. To establish the 2001 salary ranges for part-time and limited-term employees;
2. To approve and adopt the proposed salary ranges and salary schedules for non-represented administrative, technical, professional, and supervisory employees for 2001 (3.25% increase);
3. To change the pension age and service requirements from 55/30 to 55/25;
4. To increase the match by \$250 (currently \$750) per year of employee contributions into one of the City's approved Deferred Compensation Programs for employees who agree to fully participate in the City's Direct Deposit program;
5. To change the vision plan to allow for glasses or contact replacement every 12 months instead of 24 months.

#### **FINANCIAL IMPACT:**

1. Varies depending on the number of hours each employee works.
2. The salary increases will cost approximately \$81,250 plus approximately \$20,325 in added fringe benefit costs.
3. The cost of the pension improvement is approximately 1.33% of payroll.
4. The Deferred Compensation match will not be more than \$13,500.
5. Cost is \$3,340 annually.

**BUDGET ACTION REQUIRED:** To authorize the necessary 2001 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 2001 salary ranges for part-time and limited-term employees;
2. To approve and adopt the proposed 2001 salary ranges, salary schedules, and fringe benefits for non-represented employees.

Motion by Commissioner Spataro, second By Commissioner Aslakson to approve the 2001 salary schedule and fringe benefits for non-represented employees and the 2001 salary schedule for part-time and limited-term employees.

ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson  
Nays: None

**ADOPTED**

i. General Employees Retirement System Ordinance Amendment. CITY  
MANAGER

SUMMARY OF REQUEST: To approve an ordinance amendment to the General Employees Retirement System to change the age and service requirements from 55/30 to 55/25.

FINANCIAL IMPACT: \$28,590 or 1.33% of payroll.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the ordinance.

Motion by Commissioner Spataro, second by Commissioner Shepherd to amend the General Employees Retirement System Ordinance to change the age and service requirements from 55/30 to 55/25.

ROLL VOTE: Ayes: Schweifler, Shepherd, Spataro, Aslakson  
Nays: Nielsen, Sieradzki, Benedict

**ADOPTED (Requires second reading)**

**ANY OTHER BUSINESS:** Commissioner Shepherd commended Brenda Moore, Dan Cannady, Officers Flynn, Gust, Lucar, and Orrison on their handling of the 'junk house'.

Vice Mayor Sieradzki stated the banners on Fourth and Western are torn, and he stated Hackley Park needs to be plowed.

Commissioner Spataro stated that Hope Network who previously requested the sale of property on Marquette Street has found property in the City.

Mayor Nielsen stated that the traffic light on Sherman – Muskegon Crossing – is still not working. Bob Kuhn responded that there is not enough traffic volume at this time.

**PUBLIC PARTICIPATION:** William Rice, 916 E. Hackley, commented on his \$2,500 sidewalk assessment.

**ADJOURNMENT:**

The Regular Commission Meeting for the City of Muskegon was adjourned at 8:39 p.m.

Respectfully submitted,



Gail A. Kundergei, CMC/AAE  
City Clerk

**Date:** December 12, 2000  
**To:** Honorable Mayor and City Commission  
**From:** Gail A. Kunding, City Clerk *ok*  
**RE:** City Policy Book

---

SUMMARY OF REQUEST: To adopt the City Policy Book as presented. This large document has been reviewed by all of you and discussed at previous Legislative Policy Committee meetings. Any changes that you have asked have been incorporated into this document as presented to you now. This is a working document of this commission and may be changed as you see fit in the future.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

# CITY OF MUSKEGON

## POLICY BOOK

### A

Americans with Disability Act (93-029k)

### C

CDBG Standards of Conduct

CDBG Funding for CBO's (85-42a)

City Commission Agenda Packet (3/22/83)

City Commission Attendance Policy (84-118h)

City Commission Availability and Use of City Records (92-126s)

City Commission Communications Policy (88-83b)

City Commission Proclamations (84-192j)

City Commission Rules (99-45d) with amendments

Civil Service Rules (6-1-87)

Computer Usage Policy (11-19-98)

### D

Disposition of city owned real estate (8-22-95)

Double Merit Requests (11-4-99)

## **O**

Obsolete Property Rehabilitation Districts (11/14/00)

## **P**

Picnic Shelter reservation policy (92-15f)

Police & Fire Retirement System Investment Policy (3-6-87)

Political Signs (84-255h)

Purchasing Policy (12/10/91)

## **R**

Renaissance Sub-Zones (00-76m)

## **S**

Seatbelt Policy (86-76d)

Sidewalks (93-115j)

Smoking Policy (93-063a)

Special Events Policy

Street Construction/ Special Assessments (92-42h) & (93-070)

## **T**

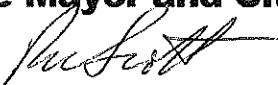
Tax Abatements (90-089b)

Tax Reverted Land (96-62j)

Training Funds Distribution & Reimbursement

Transportation of Senior Citizens

Travel Policy (9-30-87)

**Date:** December 4, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**RE:** Marina Engineering Study

---

**SUMMARY OF REQUEST:**

To award a contract to The Abonmarche Group to perform a preliminary Engineering study of Hartshorn Marina to determine physical plant needs and deficiencies.

**FINANCIAL IMPACT:**

\$17,550, 50% to be paid by the state

**BUDGET ACTION REQUIRED:**

None, within the marina budget

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Neigh. & Const.  
Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

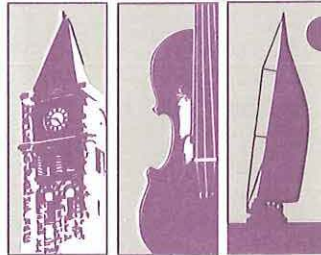
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

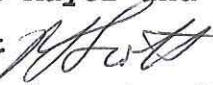
# MUSKEGON



West Michigan's Shoreline City

**Date:** December 4, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott 

**Re:** Marina Engineering Study

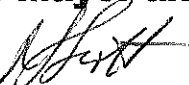
Two bids have been received from qualified firms to do a preliminary engineering study of Hartshorn Marina. The study would included a study of the electrical system, the seawall, water systems, areas that are sinking, buildings, etc. to determine physical plant needs. The firm will provide cost estimates to repair, replace or remedy existing problems or limitations.

The two bids received are as follows:

|                |          |
|----------------|----------|
| Abonmarche     | \$17,550 |
| Prien & Newhof | \$24,800 |

Staff recommends that you award the contract to the low bidder, The Abonmarche Group for a price of \$17,550. 50% of the cost will be funded by the state. The remaining will be paid from the Marina budget.

Thank you for your consideration.

**Date:** November 27, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**RE:** Coastal Management Grant

---

**SUMMARY OF REQUEST:**

To authorize the Mayor and Clerk to sign the grant agreement with the coastal Management Program to design Phase I of the Lakeshore Trail

**FINANCIAL IMPACT:**

\$30,000 grant

\$30,000 local match from the golf course fund

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

Affirmative Action

231/724-6703

FAX/722-1214

Assessor

231/724-6708

FAX/726-5181

Cemetery

231/724-6783

FAX/726-5617

Civil Service

231/724-6716

FAX/724-4405

Clerk

231/724-6705

FAX/724-4178

Comm. & Neigh.

Services

231/724-6717

FAX/726-2501

Engineering

231/724-6707

FAX/727-6904

Finance

231/724-6713

FAX/724-6768

Fire Dept.

231/724-6792

FAX/724-6985

Income Tax

231/724-6770

FAX/724-6768

Info. Systems

231/724-6744

FAX/722-4301

Leisure Service

231/724-6704

FAX/724-1196

Manager's Office

231/724-6724

FAX/722-1214

Mayor's Office

231/724-6701

FAX/722-1214

Neigh. & Const.

Services

231/724-6715

FAX/726-2501

Planning/Zoning

231/724-6702

FAX/724-6790

Police Dept.

231/724-6750

FAX/722-5140

Public Works

231/724-4100

FAX/722-4188

Treasurer

231/724-6720

FAX/724-6768

Water Billing Dept.

231/724-6718

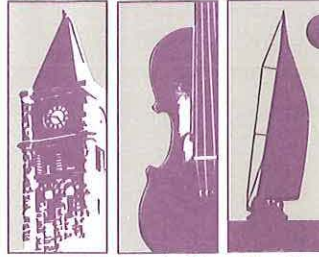
FAX/724-6768

Water Filtration

231/724-4106

FAX/755-5290

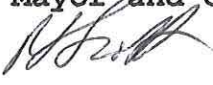
# MUSKEGON



West Michigan's Shoreline City

**Date:** November 27, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott 

**Re:** Coastal Management Grant

We have been awarded a \$30,000 Coastal Management grant to design phase I of the Lakeshore Trail. This section runs from Heritage Landing to the Grand Trunk property. The \$30,000 local match will come from the golf course fund.

I am requesting that the mayor and clerk be authorized to sign the attached grant agreement. The design must be completed by the end of September. Once we have the cost estimate, and all the property purchased we can write for grants to build this section.

Thank you for your consideration.



## MICHIGAN COASTAL MANAGEMENT PROGRAM GRANT AGREEMENT

### CITY OF MUSKEGON Lakeshore Trail – Phase I Design

This grant agreement, executed \_\_\_\_\_, constitutes an agreement between the **Michigan Department of Environmental Quality** (hereafter called the Department, Land and Water Management Division, Chief Richard A. Powers, the grant officer) and the **city of Muskegon** (hereafter called the Grantee). Under this grant agreement, the Grantee will perform the activities outlined in Exhibit A, and the Department will pass through federal Coastal Zone Management (CZM) grant funds to the Grantee in support of the work up to the specified share of total eligible costs. Except where otherwise specified, the Grantee will perform the work described in Exhibit A according to the general provisions (Exhibit B), and if construction is involved in the project, according to the construction provisions (Exhibit C). Payment will be made for reimbursable expenditures upon completion of this phase of the project.

1. Grant Agreement Period. The period of this grant agreement extends from October 1, 2000 to December 30, 2001.
2. Funding. Federal funds provided by the Department will be a sum not to exceed **\$30,000**, representing the Michigan Coastal Management Program (MCMP) grant for work elements listed in Exhibit A. An equal amount of match is required from the Grantee, as shown in the budget in Exhibit A.
3. Quarterly Reporting and Payments. As well as conferring periodically with the MCMP, the Grantee will file quarterly financial and progress reports as described in Exhibit A for each three-month period after the beginning date of the grant agreement. Upon written request by the Grantee, the Department will make an advance payment amounting to **\$7,500** (25 percent of the total grant). An advance payment does not require a financial report form, but does require a letter requesting the specific dollar amount of the payment as indicated in the grant agreement. Subsequent quarterly payments will be made upon request and receipt of financial and progress reports from the Grantee. These quarterly payments will be in reimbursement of actual expenditures, with the following qualifications: (a) it is not necessary to use up the advance payment before applying for reimbursement; (b) reimbursement for salaries and fringe benefits must be reasonable and proportionate to activities and accomplishments reported; and (c) the total of the outstanding advance plus the intermediate quarterly reimbursement payments shall not exceed **\$22,500** (75 percent of the total grant).

The Grantee's financial and progress reports are to be submitted within 30 days after the end of a quarterly period on forms supplied by the Department. The financial report shall specify total expenditures for the quarterly period (see Exhibit A under Reporting Requirements, Quarterly Reportings). The progress report will summarize accomplishments with respect to project elements and degree of completion. The financial and progress reports will cover progress under any subcontracts involved in this project.

4. Changes. Changes, including any increase or decrease in the amount of the Grantee's compensation, changes in the scope of work, or extension of the project deadline which are mutually agreed upon by and between the Department and the Grantee, shall be incorporated in written amendments to this grant agreement and must be approved in advance. The Grantee must notify the Department of the need for an extension of the project deadline by August 20 of the grant agreement period.
5. Closeout and Final Report. The Grantee's Final Report shall be submitted within 45 days following the end of the grant agreement period. The Final Report shall include a financial report that specifies total expenditures, including match, for the final quarterly period and Fiscal Year to date. In addition, the Grantee will submit any work products resulting from completion of the project. (Refer to Exhibit A under Reporting Requirements, Final Report.)

The final payment, in reimbursement of expenditures not covered in previous payments, is subject to a state audit of total project costs. In addition to the summary documentation submitted to the Department, the Grantee will keep complete financial records such that all charges, whether paid from CZM grant funds or from the Grantee's funds, can be readily traced to their origins. Basic documents required to be maintained for audit include purchase orders, vouchers authorizing payments, time records/activity reports for individual employees' hours charged to the grant project, etc.

6. Publication Rights. The Department and the Grantee are both free to publish findings from this project with acknowledgments as specified in paragraph 15, Exhibit B. The Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was purchased under this grant. The federal awarding agency (National Oceanic and Atmospheric Administration) reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
7. Disclosure. Notwithstanding any contrary provision of Exhibit B, the Grantee is free to release any information produced under this grant agreement, provided proper acknowledgment is given.

8. Audit Requirement. Grantees spending \$300,000 or more in federal funds in their Fiscal Year shall have a single audit performed in compliance with Circular A-133. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the Grantee's Fiscal Year. If you receive \$300,000 or more from the Department, you must submit a copy of the audit report to the Office of Internal Audit at the following address:

Office of Internal Audit  
Attention: Beth Timmerman, Audit Manager  
Executive Division  
Michigan Department of Environmental Quality  
P.O. Box 30473  
Lansing, MI 48909

9. Certification. The individuals or officers signing on behalf of the parties to this grant agreement certify by their signatures that they are authorized to sign this grant agreement on behalf of their agencies, and that the parties will fulfill the terms of this agreement including the attached exhibits.

**CITY OF MUSKEGON**

By Fred J. Nielsen Gail A. Kunderger  
Fred J. Nielsen, Mayor Gail A. Kunderger, City Clerk  
Date 12-13-00

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
LAND AND WATER MANAGEMENT DIVISION**

By \_\_\_\_\_  
Date \_\_\_\_\_

For DEQ use only cje

**MICHIGAN COASTAL MANAGEMENT GRANT AGREEMENT**

**GRANTEE:** City of Muskegon

**PROJECT TITLE:** Lakeshore Trail – Phase I Design

**FEDERAL IDENTIFICATION:** 38-6004522

**GREAT LAKE OR CONNECTING WATERWAY:** Muskegon Lake

**PROJECT DESCRIPTION:** The Lakeshore Trail is a 14.1 mile non-motorized trail system planned for the city of Muskegon lakefront. Several sections of the trail have been built and/or are currently under construction. When completed, the trail will run from the east end of town to Lake Michigan, and will connect with the state trails system. Phase 1 of the Lakeshore Trail runs from Heritage Landing in downtown Muskegon to the Grand Trunk property and is approximately four miles long. The city is currently purchasing property to construct the trail. The trail will run along Muskegon Lake and is just north of the CSX railroad. This project will provide the construction documents and exact location of the trail. While much of this phase will be constructed through 16-foot corridors purchased for this purpose, the route through city-owned property and properties purchased like Amoco still needs to be determined. In order to facilitate future construction, the city would like to get the final design completed to foster construction when funds become available. Elements include finalizing trail route; providing detailed construction drawings and bid specifications, and providing detailed cost estimates for construction of the trail.

**TASKS TO BE PERFORMED:**

Essential Elements:

1. Retain a consultant to complete a final design/engineering for trail.
2. Completion of cost estimates for construction of trail.
3. Prepare a Final Report.

**SPECIAL PROVISIONS:**

The following procedures must be followed and the appropriate documents must be submitted to the Michigan Coastal Management Program (MCMP) staff for review and approval.

1. A draft plan, design, and construction drawings (if applicable) will be submitted to the MCMP for review and approval prior to finalization.
2. All project elements must be designed to meet the requirements of the American with Disabilities Act. Consult the MCMP project manager if unable to meet these requirements.
3. The Grantee will give credit to the funding source for support of the project, in press releases, newsletters, graphic displays of site plans meant for public presentations, and in other public forums. The funding source will be listed as the "Michigan Coastal Management Program, Michigan Department of Environmental Quality."

**IF NO ACTIVITY OCCURS ON PROJECT #01D-14.01, LAKESHORE TRAIL – PHASE I DESIGN, BY JULY 1, 2001, FUNDS MAY BE REOBLIGATED.**

#### **FINANCIAL INFORMATION:**

##### ESTIMATED PROJECT BUDGET:

| <u>ITEM</u>               | <u>CZM</u>         | <u>MATCH</u>       | <u>TOTAL</u> |
|---------------------------|--------------------|--------------------|--------------|
| Engineering .....         | \$29,000 .....     | \$29,000 .....     | \$58,000     |
| Miscellaneous .....       | <u>1,000</u> ..... | <u>1,000</u> ..... | <u>2,000</u> |
| TOTAL PROJECT COSTS ..... | \$30,000 .....     | \$30,000 .....     | \$60,000     |

The miscellaneous expenses are for printing, advertising, etc. The construction costs for this phase are expected to be at least \$1,200. A design fee of 5 percent for this size of project is expected. The local match will be cash and is already available through a special fund for the trail.

#### **QUARTERLY REPORTING REQUIREMENT:**

Quarterly progress (yellow) and financial (green) status reports for the first three quarters are required to be submitted to the MCMP within 30 days following the end of each quarter. The fourth quarter report is due 15 days after the end of that quarter. A fifth quarter and Final Project Report is due by **February 15, 2002**. Quarterly periods are as follows:

First Quarter = October 1 to December 31, 2000  
Second Quarter = January 1 to March 31, 2001  
Third Quarter = April 1 to June 30, 2001  
Fourth Quarter = July 1 to September 30, 2001  
Fifth Quarter and Final Project Report =  
October 1 to December 31, 2001

Due **January 30, 2001**  
Due **April 30, 2001**  
Due **July 31, 2001**  
Due **October 15, 2001**  
  
Due **February 15, 2002**

Grant payments will be made on a quarterly, reimbursement basis. Reimbursement requests should be in the form of a letter specifying the amount to be reimbursed, and must be accompanied by a corresponding progress and financial report. Copies of invoices, receipts, or other documentation of costs must be provided either with requests for reimbursement or submitted with the Final Report Requirements when the project is complete.

#### **FINAL REPORT REQUIREMENTS:**

A detailed, comprehensive Final Report shall be submitted to the MCMP no later than **February 15, 2002** or within 45 days following the completion of the project only if an extension was granted by coastal staff.

This report is to include:

- a) **FOUR** copies of a detailed narrative description of all work tasks performed on this project, including any special considerations or problems encountered.
- b) **ONE** final GREEN financial report to include all project costs and expenditures, including match expenditures.
- c) **ONE** set of a final master plan/site plan/drawings unless previously sent.

**Final payment will be made upon written request and submission of ALL the above information.**

#### **PERSONNEL:**

The following individuals are the coordinators of and contacts for this project:

**Ric Scott**  
**Director of Leisure Services**  
**City of Muskegon**  
933 Terrace Street  
Muskegon, MI 49443  
Phone: 231-724-1196

**Lynda Sanchez**  
**Michigan Coastal Management Program**  
**Land and Water Management Division**  
**Michigan Department of Environmental Quality**  
P.O. Box 30458  
Lansing, MI 48909  
Phone: 517-373-2343  
Fax: 517-335-3451  
E-mail: [sanchezl@state.mi.us](mailto:sanchezl@state.mi.us)

**OR**

116 West Allegan Street  
Lansing, MI 48933  
(use this address for Federal Express, only)

**PROJECT SCHEDULE:**

|                                                                   |                         |
|-------------------------------------------------------------------|-------------------------|
| Project start-up                                                  | October 1, 2000         |
| Submit request for proposals to contractors                       | October – November 2000 |
| Select contractor                                                 | December 2000           |
| Quarterly report due                                              | January 15, 2001        |
| Preliminary design                                                | January - April 2001    |
| Quarterly report due                                              | April 30, 2001          |
| Submit draft plan to staff of the MCMP<br>for review and approval | June 2001               |
| Final design and cost estimates                                   | July – September 2001   |
| Quarterly report due                                              | July 30, 2001           |
| Construction drawings/bid documents                               | October - December 2001 |
| Project complete                                                  | December 31, 2001       |
| Final project report due                                          | February 15, 2002       |

**\*\*\*END OF EXHIBIT A\*\*\***



EXHIBIT B

GENERAL PROVISIONS

1. Conduct and Standard of Work: The grantee's work hereunder shall be carried out under the supervision of the granting officer's designated representative. The granting officer or designated representative may issue written or oral instructions to fill in details of the work to be performed. Any instructions that affect the scope of work, price, period of performance or any other provision of this grant agreement must be in accordance with specific provisions of the grant agreement. The grantee agrees that the performance of the services under this grant agreement shall conform to high professional standards.
2. Extras: Except as otherwise provided in this grant agreement, no payment for extras shall be made unless such extras and the price therefore have been previously authorized in writing by the granting officer.
3. Termination: This grant agreement may be terminated by the either party (granting officer or grantee) upon giving reasonable notice to that effect to the other party and provided a reasonable adjustment (in relation to the portion of the project which has been completed) is made between the parties as to the funds which have been paid or are to be paid by the Michigan Department of Environmental Quality (MDEQ), Land and Water Management Division (LWMD), to the grantee.
4. Officials Not to Benefit: No member of the Legislature of the State of Michigan or any individual employed by the state, or any member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this grant, or to any benefit that may arise therefrom.
5. State Held Harmless: Each party to this grant agreement must seek its own legal representation and bear its own costs, including judgments in any litigation which may arise from performance of the grant agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.
6. Independent Capacity of Grantee: The parties hereto agree that the grantee, and any agents and employees of the grantee, in the performance of this grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the state.
7. Inspection and Acceptance: Final inspection and acceptance of all work required under this grant agreement, as defined in the scope of work (Exhibit A) shall be performed by the granting officer, or such person as duly authorized.
8. Other Contractors: The state may undertake or award other contracts for additional work, and the grantee shall fully cooperate with such other contractors and state employees and carefully fit his/her own work to such additional work. The grantee shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. The state shall equitably enforce this paragraph as to all grantees to prevent the imposition of unreasonable burdens on any contractor.
9. Gratuities:
  - a. The state may, by written notice to the grantee, terminate the right of the grantee to proceed under this grant agreement if it is found, after notice and hearing, by the granting officer or duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the grantee, or any agent or representative of the grantee, to any officer or employee of the state with a view toward securing a grant or securing favorable treatment with respect to the awarding or

amending, or the making of any determinations with respect to the performing of such grant; provided that, the existence of the facts upon which the granting officer or duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

- b. In the event this grant agreement is terminated as provided in paragraph a. hereof, the state shall be entitled to pursue the same remedies against the grantee as it could pursue in the event of a breach of grant agreement by the grantee, and as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount, as determined by the granting officer or duly authorized representative, which shall be not less than three nor more than ten times the costs incurred by the grantee in providing any such gratuities to any such officer or employee.
  - c. The rights and remedies of the state provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this grant agreement.
- 10. Construction under the Grant Agreement: The provisions of this grant agreement shall be construed in accordance with the provisions of the laws of the State of Michigan.
  - 11. Disclosure of Information: Unless otherwise provided in the grant agreement (Exhibit A), the grantee agrees that his/her reports and conclusions are for the confidential information of the state, and that he/she will not disclose the conclusions, in whole or in part, to any unauthorized person without the prior written consent of the granting officer or duly authorized representative.
  - 12. Subcontract: Unless provided for in this grant agreement, no subcontract shall be made by the grantee with any other party for furnishing any of the work or services herein granted for without the consent, guidance and approval of the granting officer or duly authorized representative. Unless special permission has been granted for valid reasons to negotiate a subcontract otherwise, the grantee is to issue a request for proposal to at least three qualified competitive candidates for any proposed subcontract, with selection to be made on the basis of candidates, qualifications, scope of work proposed, price and other criteria pertinent to the project. If competitive selection procedures are not feasible, the grantee must explain the reasons in a written statement before the MDEQ, LWMD, Coastal Management Program, will approve the proposed subcontract. Whether a subcontract is selected competitively or by negotiation, the grantee must furnish to the MDEQ, LWMD, Coastal Management Program, a description of the steps in selection as well as a copy of the request for proposal (RFP) and scope of work statement used in seeking a subcontract.
  - 13. Unemployment Compensation: The grantee is liable for any valid unemployment compensation claims. No unemployment compensation claims will be paid from under this grant agreement. This provision does not prohibit standard allocations to unemployment compensation funds as part of approved indirect cost/fringe benefit arrangements.
  - 14. Patent Rights: State and federal governments have certain rights to any patentable inventions resulting from this project. In the event that a patentable item is invented, the grantee shall notify the MDEQ, LWMD, Coastal Management Program immediately.
  - 15. Grant Acknowledgments: The cover or title page of all reports, studies or other documents resulting from contracts supported in whole or in part by this grant agreement shall acknowledge the financial assistance by including the following language: This (study, report, or other document) was funded in part under the Coastal Zone Management Act of 1972, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce and the Michigan Coastal Management Program, administered by Land and Water Management Division, Department of Environmental Quality.

16. Program Income: The grantee shall report to the MDEQ, LWMD, Coastal Management Program, any income received as a result of grant-supported activities, to assure that disposition is according to federal requirements.
17. Examination of Records: Any books, documents, papers and records of the grantee that are pertinent to the financial assistance received under this program shall be kept separately and shall be made available for audit, examination and copying by any duly authorized representative of the state or federal government. All pertinent records must be retained and available for inspection for three years after completion of the final financial transaction.
18. Disputes:
- a. Except as otherwise provided under this grant agreement, any dispute concerning a question of fact arising under this grant agreement which is not disposed of by agreement shall be decided by the granting officer or duly authorized representative, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the grantee. The decision of the granting officer or duly authorized representative shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the grantee mails or otherwise furnishes to the granting officer or duly authorized representative a written appeal. Pending final decision of disputes hereunder, the grantee shall proceed diligently with the performance of the grant agreement and in accordance with the granting officer or duly authorized representative's decision.
  - b. This "disputes" paragraph does not preclude consideration of law questions in connection with decisions provided for in the preceding subparagraph above; provided that nothing in this grant agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
19. Nondiscrimination: In compliance with (a) Title VI of the Civil Rights Act of 1967; (b) Executive Order 11246, Equal Employment Opportunity; and (c) the rules of the Michigan Civil Rights Commission, the agencies party to this grant agreement assure that no person shall be excluded from participation, denied any benefits, or subjected to discrimination on the basis of race, color, national origin, religion, or sex (except where a bona fide occupational qualification exists). The grantee will provide the Michigan Civil Rights Commission with any information that it may require. The grantee shall insert a similar provision into all subcontracts for services covered under this grant.
20. Obligation of Grant Funds: Grant funds may not, without advance written approval of the MDEQ, LWMD, Coastal Management Program, be obligated prior to the effective date or subsequent to the expiration date of this grant agreement. Obligations outstanding as of the expiration date shall be liquidated within 45 days. Such obligations must be related to goods or services provided and utilized within the grant agreement period, except that reasonable costs associated solely with the grant closeout, e.g., final reports, may be incurred within a short time after the expiration date. See instructions in main grant agreement, Exhibit A under Final Report Requirements.)
21. Interest of Grantee: The grantee covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this grant agreement. The grantee further covenants that in the performance of this grant agreement no person having any such interest shall be employed.
22. Political Activity Prohibited: None of the funds, materials, property or services contributed by the MDEQ, LWMD, Coastal Management Program or the grantee under this grant agreement shall be used in the performance of this grant for any partisan political activity, or to further the election or defeat of any candidate for public office.

23. Compliance with Local Laws: The grantee and subcontractors shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
24. Termination or Suspension of Grant: If the grantee shall fail to fulfill in a timely manner his/her obligations under this grant agreement, or if the grantee shall violate any of the covenants, agreements, or stipulations of this grant agreement, the MDEQ, LWMD, Coastal Management Program shall thereupon have the right to terminate this grant agreement by giving written notice to the grantee of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the grantee shall not be relieved of liability to the MDEQ, LWMD, Coastal Management Program for damages sustained by the MDEQ, LWMD, Coastal Management Program by virtue of any breach of the grant agreement by the grantee, and the MDEQ, LWMD, Coastal Management Program may withhold any payments due to the grantee under this grant agreement for the purpose of setoff until such time as the exact amount of damage due the MDEQ, LWMD, Coastal Management Program from the grantee is determined by a court of competent jurisdiction..
- Should funds become unavailable or appropriations decreased, this grant agreement may be canceled or revised by the MDEQ, LWMD, Coastal Management Program after providing the grantee with 15 days written notice. If funding for this grant is no longer available, for any reason, the grant agreement may be canceled by following the above procedure. Upon suspension of this grant agreement for a specified period of time in writing, the MDEQ, LWMD, Coastal Management Program shall be liable for on-going charges as agreed to and made part of this grant agreement.
25. Covenant Against Contingent Fees: The grantee warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the grantee, to solicit or secure this grant agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the grantee, any fee, commission, percentage, brokerage fee, gift, or other consideration, contingent upon or resulting from the award or making of this grant agreement. For breach or violation of this warranty, the state shall have the right to annul this grant agreement without liability, or in its discretion to deduct from the grant funds or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
26. Competition in Subcontracting: The grantee shall select subcontracts (including supplies) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the grant agreement.
27. Liability: Throughout the grant agreement period, the grantee shall carry Workman's Compensation Insurance, as required by the Michigan Workman's Compensation Act, upon all its employees engaged in this work and shall be responsible to see that any subcontractors carry such insurance on their employees. The grantee shall also provide public liability and property damage insurance for the entire period, thus insuring the interests of all parties against any and all claims which may arise out of grantee operations under the terms of this grant agreement. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the state of such cancellation.
28. Key Personnel: Any personnel specified in Exhibit A to this grant agreement are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the grantee shall notify the granting officer or duly authorized representative reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the program. No substitution of key personnel shall be made by the grantee without written consent of the granting officer or duly authorized representative.

29. Assignability: This grant agreement is not assignable by the grantee either in whole or in part, without the prior written consent of the granting officer or duly authorized representative.
30. Historic Preservation: Any project directed toward historic preservation will include timely consultation with the Michigan History Division, Michigan Department of State. No construction or repair work will be performed or further subcontracts awarded before adequate consultation with that agency.

For projects not primarily aimed at historic preservation, federal and state agencies, principally the State Historic Preservation Officer, may make recommendations pursuant to federal and state requirements for minimizing possible adverse effects on historic and archaeological resources. In consultation with the granting officer or duly authorized representative, the grantee for such a project will consider such recommendations and will take steps to avoid or mitigate possible damage as appropriate and feasible.

31. EPA Violations: This project will not utilize any facilities which are on the Environmental Protection Agency's (EPA) list of violating facilities. Upon receipt of official word that a facility to be used in the project is under consideration for listing by the EPA, the grantee will notify MDEQ, LWMD, Coastal Management Program.
32. Flood Insurance Requirements: Funds from this grant agreement will not be used to assist the construction or acquisition in identified flood hazard areas for which the appropriate governmental unit has failed to comply with flood insurance purchase requirements under Section 102(2) of the Flood Disaster Protection Act of 1973 (Public Law 93-234), approved December 31, 1976.
33. Wage and Hours: Any project employing hospital or educational institution employees of state or local governments will comply with the appropriate minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
34. Accounting System Survey: If so requested by the MDEQ, LWMD, Coastal Management Program, a grantee receiving \$25,000 or more in coastal zone management grant funds will cooperate with a survey of its accounting system early in the grant period. This step, involving examination by a state auditor or designated representative, may be conducted by a visit to the grantee's offices if in the State of Michigan; otherwise the grantee will furnish copies of detailed records to the state. On completion of the survey, the grantee will adopt any improvements in accounting practices which may be necessary to meet minimum federal audit requirements.
35. Availability to Users: Projects developed for public use with assistance from this grant agreement shall be open to entry and use by all persons, regardless of race, color, religion, sex or national origin, who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems is prohibited, except to the extent that differences in admission or other fees may be maintained on the basis of residence where local contributions to the project make such differences reasonable. All project elements must be barrier free, in compliance with the Americans with Disabilities Act.
36. Procurements and Procurement Records: Procurements of services, materials and other property under this grant agreement shall be made by acceptable methods in the best interest of the public and the program. Except for some small purchases and certain exceptional circumstances, appropriate competitive selection procedures should be followed (refer to paragraph 12 above).

In accordance with national and state policy to award a fair share of grants to disadvantaged business firms (women-owned, minority-owned and labor-surplus-area businesses), subgrantees and their prime grantees shall take affirmative steps to utilize such businesses when possible as sources of materials, construction and services. Affirmative steps shall include (a) soliciting disadvantaged businesses where they are potential sources;

(b) defining and dividing tasks, quantities and delivery schedules, where feasible, so as to encourage participation of disadvantaged firms; and (c) making use, when needed, of procurement assistance services offered by such governmental agencies as the Small Business

Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce, the Community Services Administration and the State of Michigan's small and minority business procurement representative.

Subgrantees shall maintain records sufficient to detail the significant history of a significant procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of grant type, grantee selection or rejection and the basis for the cost or price (refer to paragraph 17 above).

**Date:** December 4, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**RE:** Launch Ramp Repair Agreement

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**SUMMARY OF REQUEST:**

To authorize the Mayor and Clerk to sign the attached Boating Access Agreement - Emergency Repairs/Preventative Maintenance with the DNR to repair the launch ramp at Hartshorn Marina

**FINANCIAL IMPACT:**

Up to \$30,000 of state funds requiring a 25% match

**BUDGET ACTION REQUIRED:**

None, is included in the marina budget

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Neigh. & Const.  
Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

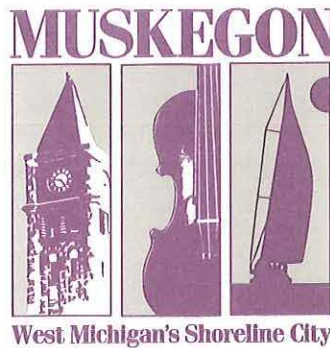
Police Dept.  
231/724-6750  
FAX/722-5140

Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290



**Date:** December 4, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott

**Re:** Launch Ramp Repair Agreement

The DNR has awarded the City of Muskegon a \$30,000 grant to rebuild and lower the Launch Ramp at Hartshorn Marina because of the low water. We are required to provide a 25% match to the grant up to \$10,000. The actual bid received from Great Lakes Marina was \$30,090, which has already been accepted by the Commission as a part of the dredging project. So the actual cost to the City for the repair will be about \$7,500. This can be paid for through Marina proceeds.

I would ask that the Commission authorize the Mayor and Clerk sign the attached agreement with the state to accept the money.

Thank you for your consideration.

STATE OF MICHIGAN

**NATURAL RESOURCES  
COMMISSION**

KEITH J. CHARTERS, Chair  
JERRY C. BARTNIK  
NANCY A. DOUGLAS  
L. THORNTON EDWARDS, JR.  
PAUL EISELE  
BOB GARNER  
WILLIAM U. PARFET



JOHN ENGLER, Governor

**DEPARTMENT OF NATURAL RESOURCES**

STEVENS T MASON BUILDING, PO BOX 30028, LANSING MI 48909-7528

WEBSITE: [www.dnr.state.mi.us](http://www.dnr.state.mi.us)

K. L. COOL, Director

REPLY TO:

PARKS & RECREATION DIVISION  
PO BOX 30257  
LANSING MI 48909-7757

January 16, 2001

File no.: MUS.Mus-BAS.GIA

Richard Scott  
City of Muskegon  
933 Terrace St  
P O Box 536  
Muskegon, MI 49443-0536

Dear Mr. Scott:

SUBJECT: Boating Access Site – Emergency Repairs/Preventative Maintenance

Enclosed is a fully executed copy of the Grant-In-Aid Agreement between the City of Muskegon and the Michigan Department of Natural Resources for the Boat Launch Ramp at the Hartshorn Marina for your files.

If you have any questions, do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Mary Nardo" with a stylized flourish at the end.

Mary Nardo, Program Manager  
Parks and Recreation Bureau  
517-373-8590

MN:ab

## AGREEMENT

### **Boating Access Site - Emergency Repairs/Preventative Maintenance**

**THIS AGREEMENT**, made this 12th day of December, 2000, by and between the CITY OF MUSKEGON, MICHIGAN, a municipal corporation, hereinafter referred to as the "CITY ", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "Department".

**WHEREAS**, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels; and

**WHEREAS**, the City has solicited the aid and assistance of the Department in the repair/preventative maintenance of the boat launch ramp at the Hartshorn Marina Boating Access Site due to safety considerations caused by low water and the length of the existing ramp.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained herein, it is mutually agreed as follows:

1. This Agreement shall be administered on behalf of the Department through its Parks and Recreation Bureau. All reports, documents, or actions required of the City by this Agreement shall be submitted to the Chief, Parks and Recreation Bureau, P.O. Box 30257, Lansing, Michigan, 48909.

2. The Department agrees as follows:

a. To grant to the City a sum of money equal to Seventy-five (75%) percent of the total project cost of Forty Thousand (\$40,000.00) Dollars. Said grant shall not in any event exceed Thirty Thousand (\$30,000.00) Dollars.

b. The monies herein granted shall be released according to the following schedule:

Twenty-five (25%) percent of the total grant herein authorized upon acceptance by the Village of the terms of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, and upon an award of contract to a competent contractor to accomplish the work called for by the said plans and specifications following bidding procedures acceptable to the State and Village.

The balance of the grant, except for the final ten (10%) percent thereof, shall be disbursed on receipt from the contractor of progress payment requests that are approved for payment by the project engineer. The final ten (10%) percent of the grant shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the Village or completion of an audit of the expenditures therefore by the Department, whichever occurs first.

3. The City agrees as follows:

a. To immediately appropriate the sum of Ten Thousand dollars (\$10,000.00). This sum represents Twenty Five (25%) percent of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the City .

b. To complete said project work to the satisfaction of the Department, and to provide such funds, services, and materials as may be necessary to satisfy the terms of this Agreement. The City agrees that there shall be no deviation from the said plans and specifications, any variances from said contract nor any additional expenditures, without the express consent in writing of the Chief of the Parks and Recreation Bureau, of the Department

c. To use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work. The City shall maintain satisfactory financial accounts, documents, and records and shall make them available to the Department for auditing at reasonable times. Such accounts, documents, and records shall be retained by the City for a period of not less than three years following completion of the study called for herein.

d. To designate and establish a competent and proper agency and/or individual to be responsible for the conduct and the completion of the said project work.

e. To hold and save the State of Michigan and the Department free from damages or any suits brought against the City due to the conduct of the project work.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and  
seal the day and date first above written.

WITNESSES:

Linda Potter  
Linda Potter

JoAnn Krutowski  
JoAnn Krutowski

CITY OF MUSKEGON

By: Fred J. Nielsen  
Fred J. Nielsen, Mayor

By: Gail A. Kunding  
Gail A. Kunding, City Clerk

MICHIGAN DEPARTMENT OF  
NATURAL RESOURCES

By: Rodney A. Stokes

Rodney A. Stokes, Chief  
Parks and Recreation Bureau

Wagner  
Anne M. Bengel

## RESOLUTION

Upon Motion made by Commissioner Spataro, seconded by Commissioner Aslakson,  
the following Resolution was adopted:

"RESOLVED, that the City of Muskegon, Muskegon County, Michigan does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and the City does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate the sum of Ten Thousand (\$10,000.00) dollars, to match the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Department for auditing at reasonable times.
3. To construct the facility improvements and provide such funds, services, and materials as may be necessary to satisfy the terms of the said Agreement.
4. To comply with any and all terms of the said Agreement including all terms not specifically set forth in the foregoing portions of the Resolution."

The following aye votes were recorded: 7

The following nay votes were recorded: 0

STATE OF MICHIGAN     )  
                                  ) §  
MUSKEGON COUNTY     )

I, Gail A. Kunding, Clerk of the City of Muskegon, Muskegon County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the City Council at a meeting held December 12, 2000.

Gail A. Kunding  
City Clerk

Dated: December 12, 2000

**Commission Meeting Date: December 12, 2000**

**Date: December 5, 2000**  
**To: Honorable Mayor & City Commission**  
**From: Planning & Economic Development Department**  
**RE: Amendment to City of Muskegon Groundwater Ordinance**

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SUMMARY OF REQUEST: On August 26, 1997, the City Commission adopted Ordinance No. 1133. The ordinance was for the purpose of prohibiting the use of secondary water supplies from groundwater wells for the delivery of water for human consumption, and the use of wells which may influence the movement of contaminated groundwater. The existing ordinance has not been easy to administer, and the MDEQ has some concerns with it. For that reason, the City Commission is requested to amend the current ordinance.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached ordinance and authorize the Mayor and City Clerk to sign it. The major change in the amended ordinance involves the mapping of parcels directly affected by contaminated plumes of groundwater. The previous ordinance defined an "affected premises" as a parcel within one-quarter mile of a plume. There was a major difficulty with mapping and notification, and it was very time consuming. It is much more efficient to confine the ordinance's effects to identified parcels having contaminated groundwater. It is expected that the identifications will come from those involved in sites where releases under Part 201 or Part 213 have occurred. Additional provisions directly prohibit irrigation in the newly defined affected premises, a direct obligation to notify the county health department by delivering and updating the county with copies of the ordinance and all amendments. The MDEQ has been notified of the proposed amendments, in a letter sent on November 7, 2000 (they are required to receive a 30 day notice prior to the City Commission modifying the ordinance). The MDEQ has not indicated that they have any concerns with the amendments.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2039

An ordinance amending the City code concerning water service, repealing and amending sections of the code, and prohibiting the use of certain wells and secondary water supplies from certain groundwater wells for the delivery of water for human consumption and irrigation, and the use of wells which may influence the movement of contaminated groundwater.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Sections 24-46 through 24-52.1 of the Muskegon City Code are hereby amended, and renumbered sections 24-52.2 through 24-52.5 are added:

Section 24-46 *Findings and Definitions.*

The City Commission finds that the use of wells and secondary water supplies from wells for the delivery or use of water from or on certain premises for human consumption or irrigation, or the use of wells which influence the movement of contaminated groundwater, constitutes a potential public health risk. The identified public health risk affects premises that are located in the vicinity of sites that are the source or location of contamination of groundwater, or where there is a known and identified threat of contaminated groundwater from a release. The Commission has determined to prohibit certain uses of water from wells and secondary water supplies from such properties in order to protect against and minimize the said public health risk. For purposes of Sections 24-46 through 24-52.5, the following definitions shall apply:

.1 The term "secondary water supplies" shall mean only secondary water supplies from wells.

.2 The term "affected premises" shall mean a parcel of property any part of which is located within an appendix map made a part of this ordinance, as originally enacted or as amended, which map shows the parcel to have contaminated groundwater under any part of the parcel.

.3 The term "Appendix Map" shall mean a map derived from a plat or other map, or information relating to land in the City showing parcels which have contaminated groundwater under any part of the parcel. Said map or maps shall be added or deleted by amendment to this ordinance.

The City, in its Department of Planning and Community Development, or such other department designated by the City Manager (who shall notify the MDEQ of any change), will maintain and publish notice of a listing of the appendix maps by general location of the known geographical locations of affected premises, identifying same by property tax identification and tax assessment parcel numbers. The identification may be included in appendix maps. The listing and a copy of this ordinance will be maintained in the same manner as a zoning ordinance at the said City department and the list shall be reviewed and the ordinance amended as necessary whenever the City is supplied with reliable information of such affected premises. Review and amendment of the ordinance shall also occur whenever the City receives written notice from the MDEQ that it is considering approval of a Remedial Action Plan or equivalent action which relies on this ordinance as an institutional control to prevent groundwater use by adding the necessary affected premises to the ordinance. Interested parties may petition the City to add new amendments by appendix maps, or to delete parcels by amendment, if it can be shown that such affected premises no longer poses a public health risk.

.4 The term "human consumption" means use in food or drink intended for human ingestion, use in food preparation or food service, use in the interior of a dwelling or dwelling unit served by such well or secondary water supply for any household purpose, and use in any building for personal washing or ingestion by humans. The term "human consumption" does not mean use of water for irrigation.

.5 The term "MDEQ" means the Michigan Department of Environmental Quality, or its successor agency.

.6 The term "contamination" means groundwater contamination in concentrations that exceed the residential drinking water criteria established by the MDEQ pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, by operational memorandum or rule.

Section 24-47 *Prohibition of the Use of Secondary Water Supplies for Human Consumption or Irrigation: Exceptions.*

24-47.1 *Prohibition.* Unless specifically excepted by this ordinance after the effective date of this ordinance, the use of any secondary water supply or well from or on affected premises, or the use of water from said sources for human consumption or irrigation, is prohibited. No new groundwater wells may be installed on affected premises unless use of such well is solely for commercial or industrial non-contact cooling or processing purposes, construction de-watering, MDEQ or United States Environmental Protection Agency approved groundwater monitoring or remediation systems, or public emergency.

24-47.2        Exception: Water Service Unavailable; Human Consumption. If City water service is unavailable to an affected premises, and a well is tested and the test results are approved by the MDEQ, Drinking Water and Radiological Protection Division annually, and written proof thereof is delivered to the City annually, a well may be used temporarily for water for human consumption until the City water service is available to the premises. No split or conveyance of any premises shall be effective to render City water service unavailable. In the event of a split or conveyance, no occupancy or building permit shall be issued without the use of City water or certification by the appropriate authority or authorities that the new parcel is not an affected premise.

24-47.3        Exception: Non-contact Cooling or Process Water Using Contaminated Groundwater If Approved. The use of water from an affected premise for non-contact cooling or processing for manufacturing or commercial activities, which use is approved by the MDEQ and all governmental agencies having jurisdiction, is permitted. Such approvals shall be made only after determination that the said use will not result in unacceptable exposure, cross-contamination, or adverse hydrogeological effects on contaminated groundwater.

24-47.4        Exception: Public Emergencies and Construction De-watering. Use of wells for public emergencies or construction de-watering purposes shall not be prohibited by this ordinance, provided that appropriate handling and disposing of contaminated water from construction de-watering projects shall be required.

Section 24-48        Sources of Water Supplied for Human Consumption. Except as provided above, water supply for human consumption on any affected premises in the City shall be delivered only from the City water system or by the use of bottled water delivered or purchased in containers under conditions approved by the MDEQ, Drinking Water Radiological Protection Division, or other appropriate agency.

Section 24-49        Irrigation. No well located on any affected premises, or secondary water supply from such a well, shall be used for irrigation.

Section 24-50        Notification to County. The City shall notify the Muskegon County Health Department of the locations of all affected premises as defined and covered by this ordinance, by delivering a copy of this ordinance, with attachments and all amendments, to the said Department.

Section 24-51        Wells or Secondary Water Supply Affecting Contaminated Groundwater. No well may be used or installed at any place in the City if the use of such well will have the effect of causing the migration of groundwater contaminants or pollution or a groundwater plume containing same to previously unimpacted groundwater, or adversely impacting any groundwater treatment system, unless such well

is part of an MDEQ or United States Environmental Protection Agency approved groundwater monitoring or remediation system.

Section 24-52        City Inspections: Enforcement. Where it is determined that a well or secondary water supply from an affected premises is being used as a source for human consumption, irrigation, or affecting contaminated groundwater on an affected premises, the City shall notify by appropriate means the owners and occupants thereof to connect to the City water supply or supply water in conformity with this ordinance and to disconnect and disable, in accordance with legal or technical standards, the well or secondary water supply.

Section 24-52.1        Modification or Repeal of this Ordinance: Notice to the State of Michigan. In the event this ordinance is considered for modification or repeal, where said modification or repeal will allow the use of groundwater wells or secondary water supplies for human consumption or irrigation on affected properties, this ordinance shall not be modified or repealed except upon 30 days notice to the MDEQ.

Section 24-52.2        Penalty: Permit Denial, Remedies.

Section 24-52.3        Civil Infraction. Any person violating this ordinance, including but not limited to the maintenance, use or installation of a water supply for human consumption or irrigation from a well or secondary water supply as prohibited by this ordinance, shall be liable for a civil infraction.

Section 24-52.3        Building or Improvement Permit. No permit for building, alteration or other required permit for a premises or improvement thereon shall be issued by the City for any premises found in violation of this ordinance, or where it is proposed to install or use a well or secondary water supply in violation of this ordinance.

Section 24-52.4        Injunctive Relief. The City may further enforce this ordinance by action seeking injunctive relief.

Section 24-52.5        Effective Date; Repeal; Severability. This ordinance shall be effective 10 days after publication. In the event any part of this ordinance (Code Sections 24-46 through 24-52.5) is finally determined to be invalid or unenforceable by a court having jurisdiction, then said determination shall not affect the validity of the remaining provisions.

This ordinance adopted:

Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro,  
Aslakson

Nays: None

Adoption Date: December 12, 2000

Effective Date: January 2, 2001

First Reading: December 12, 2000

Second Reading: N/A

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, City Clerk

CERTIFICATE

This ordinance was adopted at a meeting of the City Commission, held on December 12, 2000. 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.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, City Clerk

Publish: Notice of Adoption to be published once within 10 days of final adoption.

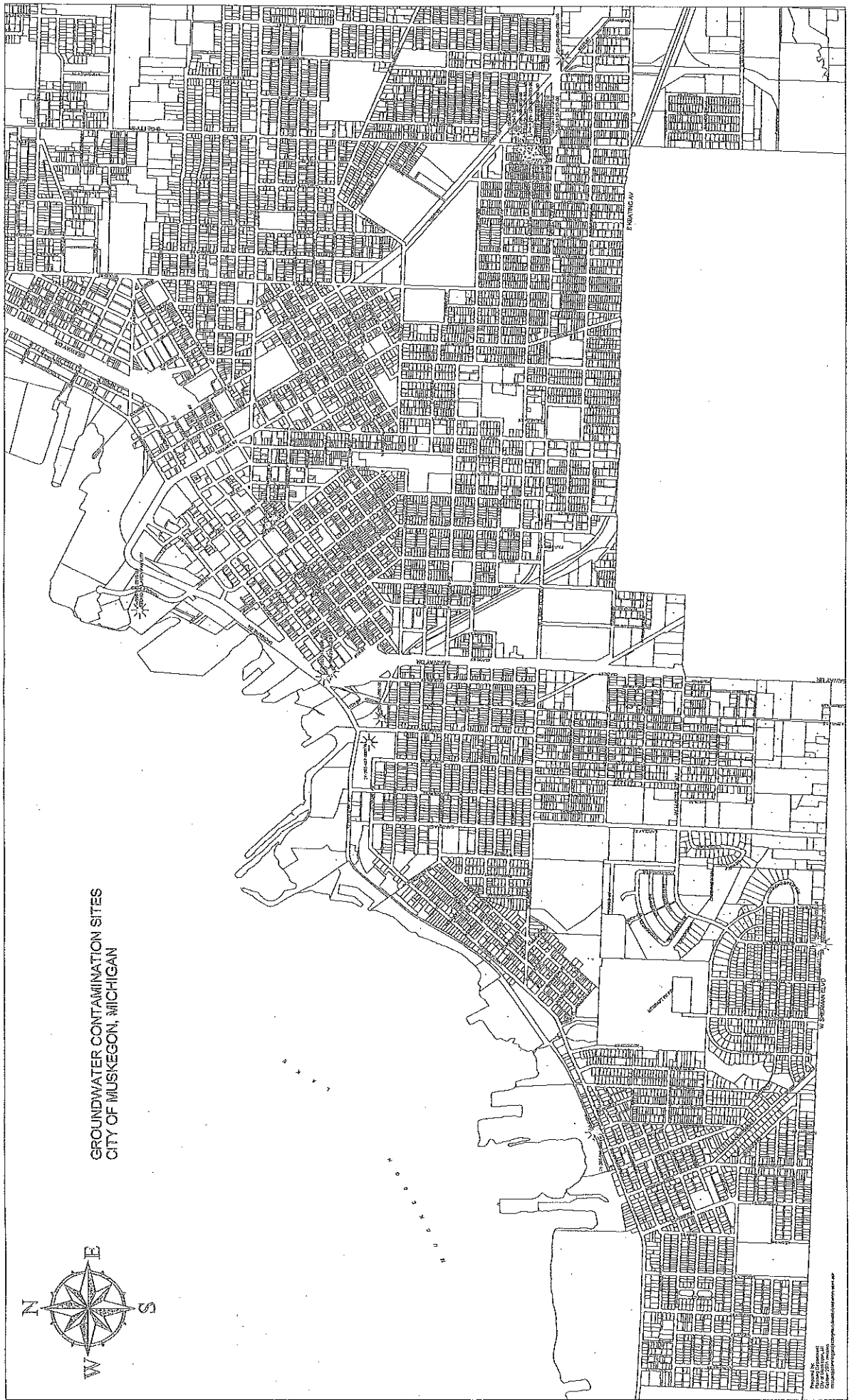
APPENDIX NO. \_\_\_\_\_

Affected Premises Contaminated or Subject to Contamination  
by the Groundwater from the MichCon/Lakey Facility

**[Insert Map]**

**[Insert Real Property Tax Assessment Parcel Numbers]**

**[Insert Plume Outline and Date Same]**



**CITY OF MUSKEGON  
NOTICE OF ADOPTION**

TO: ALL INTERESTED PARTIES:

Please take notice that on December 12, 2000 the City Commission for the City of Muskegon adopted an amended Ordinance regulating the use of wells in the city on contaminated property, which in summary form states as follows:

Section 24-46, *Findings and Definitions*, defines terms including "secondary water" "supplies," "affected premises," "appendix map," "human consumption," "MDEQ" and "contamination."

Section 24-47, *Prohibition of the use of secondary water supplies for human consumption*, prohibits the use of wells in contaminated property and well water from contaminated property for human consumption. There are certain exceptions, where it can be proven to MDEQ that the water is safe, and there is no city water service available. Other exceptions include non-contact cooling water, public emergencies and construction dewatering.

Section 24-49, *Irrigation*, prohibits irrigation with water from a well on an affected property, that is a property with contaminated groundwater.

Section 24-51 *Wells affecting contaminated groundwater off-site*, prohibits the use of a well which cause the migration of contaminated groundwater.

Additional provisions include notification of Muskegon County of contaminated areas, city inspections, limitations on building permits and injunctive relief. Violation of the ordinance constitutes a civil infraction.

Appendix maps of presently affected properties are part of the ordinance. They include the MichCon, Nordco Drum and Shaw Walker sites.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published December 23, 2000

By \_\_\_\_\_  
Gail A. Kunding, City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

DATE: November 27 2000

To: Honorable Mayor and City Commissioners

From: Inspection Services Department

Re: Concurrence with the Housing Board of Appeals determination for demolition of the structures at 1541 Eighth St, also 514 W. Southern, AKA, Dangerous Building Case # 00-56.

---

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 1541 Eighth, also 514 W. Southern is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None.

CASE HISTORY: This two- (2) unit rental home is located on Eighth Street near Southern Ave. The owner is Daryl/Lesia Jefferson. A dangerous building inspection was conducted on 7/11/00. A Notice of order to repair was issued on 8/18/00. The Housing Board of Appeals discussed this case on 10/5/00. The Inspections Department has had no contact with the owner. This property has been boarded by this office after a fire and several reports of vagrants entering the structure.

TAX INFO: SEV = \$13,100.00, 1999 taxes are delinquent in the amount of \$923.08. (please see attached tax report issued by Transnation Title Insurance)

ESTIMATED COST TO REPAIR: \$15,000.00

COMMITTEE RECOMMENDATION: The City Commission will consider this case on 12/12/00.

NELSON Neighborhood

Census # 6.02



1541 Eighth / 514 Southern

6/16/00

20.02



Administrative Action  
231/724-6793  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Inspection Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

## DANGEROUS BUILDING INSPECTION REPORT

1541 EIGHTH STREET  
(514 W SOUTHERN)  
Apartments

7/11/00

### Inspection Noted:

1. Foundation wall in need of repair – Tuck pointing.
2. Numerous broken out windows.
3. Roof Covering Deteriorating.
4. Hand rail loose on stairs.
5. Chimney improperly flashed, needs repair.
6. Apartment boarded up

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

Henry A. Faltinowski  
Henry Faltinowski, Building Inspector

7/18/2000  
Date

CONCURRED IN: Jerry McIntyre  
Jerry McIntyre, Building Official

7-18-2000  
Date

## CITY OF MUSKEGON INSPECTION REPORT

November 22, 2000 AT 9:47 a.m. FOR EIGHTH 1541

PAGE 1

| No | Cat | Violation                                                                                                                                                       |
|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  |     | NOTE: Effective June 15, 1997 no certificates of compliance will be issued until all fees and debts to the City for that property have been paid in full.       |
| 2  |     | Need a permit from licensed mechanical installer for furnace and must be certified safe. Deadline 10-31-97.                                                     |
| 3  |     | NOTE: Code requires owners to notify City in writing within 10 days of transferring ownership. Notice must include name, address and phone number of new owner. |
| 4  |     | NOTE: Unit cannot be occupied until a certificate of compliance is issued.                                                                                      |
| 5  | B   | 8TH ST. BATH - TOILET<br>Runs a stream.                                                                                                                         |
| 6  | A   | 8TH ST. BATH - TOILET<br>Toilet seat is loose, broken or missing.                                                                                               |
| 7  | A   | 8TH ST. BATH - TUB<br>Waste line is plugged.                                                                                                                    |
| 8  | B   | 8TH ST. DINING ROOM<br>Wall or walls has a hole or holes or large cracks in it.                                                                                 |
| 9  | B   | 8TH ST. EXTERIOR<br>Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.                         |
| 10 | B   | 8TH ST. FRONT BEDROOM<br>Door hardware is broken, missing or incomplete.                                                                                        |
| 11 | B   | 8TH ST. GENERAL<br>Doesn't have a smoke detector as required by code.                                                                                           |
| 12 | A   | 8TH ST. GENERAL<br>Only 2 outlets in apt. works.                                                                                                                |
| 13 |     | 8TH ST. GENERAL<br>Provide key to front door.                                                                                                                   |
| 14 | A   | 8TH ST. GENERAL - CARPETS<br>Floors filthy and smelly.                                                                                                          |
| 15 | B   | 8TH ST. KITCHEN<br>Floor covering has holes, rips or is missing or is not sealed on edges.                                                                      |
| 16 | B   | 8TH ST. KITCHEN<br>Cabinets are not in good repair.                                                                                                             |
| 17 | B   | 8TH ST. KITCHEN - HOT<br>Doesn't have any water to it.                                                                                                          |
| 18 | B   | 8TH ST. LIVING ROOM<br>Wall or walls has a hole or holes or large cracks in it.                                                                                 |
| 19 | B   | 8TH ST. SIDE BEDROOM<br>Ceiling tile are missing or falling down.                                                                                               |
| 20 | A   | BASEMENT - BOTH<br>Furnace needs an inspection by a mechanical contractor and must be certified safe.                                                           |
| 21 | B   | BATH - TOILET<br>Leaking at seal.                                                                                                                               |

# CITY OF MUSKEGON INSPECTION REPORT

November 22, 2000 AT 9:47 a.m. FOR EIGHTH 1541

PAGE 2

| No | Cat | Violation                                                                                              |
|----|-----|--------------------------------------------------------------------------------------------------------|
| 22 | B   | EXTERIOR<br>Operable window(s) do not have a screen - must cover the complete bottom sash.             |
| 23 | B   | EXTERIOR<br>Window screen is torn or damaged.                                                          |
| 24 | B   | EXTERIOR<br>Foundation walls have missing mortar or open cracks.                                       |
| 25 | B   | EXTERIOR<br>Door steel ripped.                                                                         |
| 26 |     | EXTERIOR - BASEMENT<br>Provide a key.                                                                  |
| 27 | B   | EXTERIOR - FRONT & SIDE<br>Screen door is missing.                                                     |
| 28 | A   | EXTERIOR - N.S.<br>Window has broken or cracked glass.                                                 |
| 29 |     | NOTE:<br>Furnace papers not acceptable - do not approve furnace and no permit for furnace or electric. |
| 30 |     | NOTE:<br>Check chimney flashing for a leak - new stain on dining room ceiling.                         |

END OF LIST

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

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Manager's Office  
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Mayor's Office  
231/724-6701  
FAX/722-1214

Inspection Services  
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FAX/726-2501

Planning/Zoning  
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FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

Public Works  
231/724-4100  
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Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

FILE COPY

## NOTICE OF ORDER

August 18, 2000

Daryl/Lesia Jefferson  
1265 Roberts  
Muskegon MI 49442

Douglas Potter  
6832 Post Rd  
Montague MI 49437

Dear Property Owner:

Subject: 1541 Eighth, Muskegon MI  
Lot 10, BLK 416

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Robert B. Grabinski  
Fire Marshal/Inspection Services

Administrative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
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231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

*File - 2000*

## CITY OF MUSKEGON

### NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS HOUSING BOARD OF APPEALS

September 25, 2000

Daryl/Lesia Jefferson  
1252 Adams  
Muskegon MI 49441

Dear Property Owner:

SUBJECT: Dangerous Building Case #00-56 – 1541 Eighth St., Muskegon MI

**PLEASE TAKE NOTICE** that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on Thursday, October 5, 2000 at 5:30 P.M. in the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services  
City of Muskegon

HBA  
10/5/00

**CASE #00-56 – 1541 EIGHTH (514 SOUTHERN) – Daryl/Lesia Jefferson**

Mr. & Mrs. Jefferson did not attend the meeting. Grabinski informed the Board that the home had fire damage the home had been boarded by the City two times and the Jefferson's have failed to return any of his calls to them. There have been a few police reports on the home and many neighborhood complaints.

Staff recommended forwarding the case to the City Commission for concurrence in demolition of the structure(s).

Vice Chairman, Mayor, Fred Nielsen, supported by Jerry Bever, made a motion to declare the structure(s) at 1541 Eighth (514 Southern) as unsafe, substandard, a public nuisance and forward the case to the City Commission for concurrence in demolition of the structure(s). A roll call vote was taken:

AYES:

Greg Borgman  
Fred Nielsen  
John Warner  
Jerry Bever

NAYES:

ABSENT:

Clint Todd

EXCUSED:

William Anderson

The motion carried.

**CASE # 00-59 – 1457 SEVENTH ST. – Ed Houghtaling, Muskegon MI**

Mr. Houghtaling did not attend the meeting. Grabinski informed the board that a notice and order was sent on 8/18/00 and there has been no response from the owner.

Staff recommended to declare the structure(s) unsafe, substandard, a public nuisance and to forward to the City Commission for concurrence in demolition of the structure(s).

Jerry Bever, supported by Fred Nielsen, made a motion to accept Staff's recommendation. A roll call vote was taken:

AYES:

Greg Borgman  
Fred Nielsen  
John Warner  
Jerry Bever

NAYES:

ABSENT:

Clint Todd

EXCUSED:

William Anderson

The motion carried.

**CASE # 00-60 – 1783 SMITH – William Bailey, 4155 Nob Hill Drive Muskegon, MI**

# TRANSNATION TITLE INSURANCE COMPANY

## TAX REPORT Affecting land in Muskegon County, Michigan described as follows:

Lot 10, Block 416 of the Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

Permanent Property No. 61-24-205-416-0010-00

An examination of the records for the period of fifteen years prior to the date hereof shows no Taxes or Special Improvement Assessments unpaid, sold, subject to redemption or deeded, except as specified below. This report includes information obtained from the records in the office of the Treasurers of Muskegon County and of the City of Muskegon after said information has been received by the Treasurer in the form of an assessment roll. This report also includes, but without any representation by Transnation Title Insurance Company as to the accuracy thereof, information obtained from Village and Township Treasurers, and from Treasurers of Cities other than the City of Muskegon, Inheritance or Estate Taxes and Federal Tax Liens, if any, are not included in this report.

### CITY OR VILLAGE TAXES

None.

### STATE AND COUNTY TAXES

1999 Winter tax due in the amount of \$923.08.

### SPECIAL ASSESSMENTS

Special Assessments, invoices, infractions and usages were not checked.

### TAX SALES

State Equalized Value \$13,100.00.  
Taxable Value \$11,998.00.

NOTE: No Homestead filed.

By



Diane M. Kroll

Date - June 27, 2000 at 8:00 AM

DMK/dej

MEMBER OF MICHIGAN LAND TITLE ASSOCIATION AND AMERICAN LAND TITLE ASSOCIATION

NELSON Neighborhood

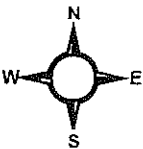
Census # 6.02



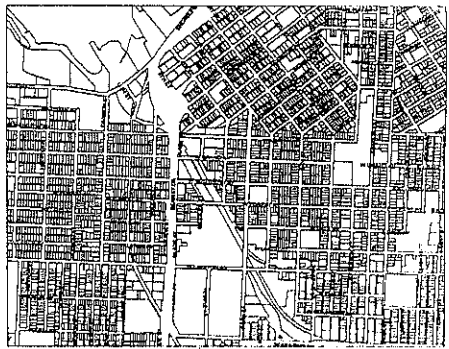
1541 Eighth / 514 Southern

6/16/00

# City of Muskegon Inspections Department



☆ = Subject Property (1541 8th/  
514 W. Southern)



**To: Honorable Mayor and City Commissioners**

**From: Engineering**

**Date: December 12, 2000**

**RE: Request for an Encroachment Agreement**

---

**SUMMARY OF REQUEST:**

CSX is requesting your permission to install four (4) monitoring wells in the public R-O-W of E. Western & Marquette (see attached location map). The request was made through the attached encroachment agreement form.

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

To approve the encroachment agreement subjects to the supplemental conditions.

**COMMITTEE RECOMMENDATION:**



Paul J. Kurzanski, REM  
Director Environmental Remediation

500 Water Street - J275  
Jacksonville, Florida 32202-4423  
(904) 359-3101  
(FAX) (904) 359-4889  
E-mail: paul\_kurzanski@csx.com

File: Michigan, Muskegon  
Abandoned Gas Station  
#9713503

November 21, 2000

Mr. Mohammed Al-Shatel  
City of Muskegon  
Engineering Department  
933 Terrace Street  
P.O. Box 536  
Muskegon, Michigan 49443-0536

**City of Muskegon Permits – CSXT's Abandon Gas Station, Muskegon, Michigan**

Dear Mr. Al-Shatel:

Enclosed are the City of Muskegon *Application and Permit to Work Within the City Right-of-Way and Encroachment Agreement and Permit*. CSX Transportation, Inc. understands that work may not be conducted prior to receiving approval of the permits.

The work proposed described in the permit application includes the installation and maintenance of monitoring wells for approximately three years. The monitoring wells will be installed in Marquette and the former East Western Streets for the assessment of ground water quality. If any information is requested regarding the monitoring well or a contact is necessary for emergencies, please contact me at (904) 359-3101.

If you have any questions or require additional information, please contact us.

Very truly yours,

A handwritten signature in blue ink that reads "Paul J. Kurzanski". The signature is stylized with a large, looped "P" and "K".

Paul J. Kurzanski  
Director Environmental Remediation

cc – Ms. Terri Boschi – Gannett Fleming, Wixom, MI

2000 - 1126j

CITY OF MUSKEGON

ENCROACHMENT AGREEMENT AND PERMIT

THIS AGREEMENT is made and entered into this 12th day of December, 2000, by and between the CITY OF MUSKEGON, a municipal corporation (hereinafter called CITY), and CSX Transportation, Inc. (hereinafter called LICENSEE).

RECITALS

1. LICENSEE proposes to install, repair or maintain improvements or facilities ("the encroachment"), in or abutting a street, alley, sidewalk, park, terrace or other property controlled or owned by the City of Muskegon, the encroachment being described as

Installation of monitoring wells. [Notices to CSX Transportation, Inc.:

Paul J. Kurzanski, Director-Environmental Remediation, CSX Transportation, Inc.,  
500 Water Street, Jacksonville, FL 32202 Phone: (904) 359-3101 FAX: (904) 359-4889

2. The City - owned or controlled property (herein "property") subject to the encroachment is described as:

[please insert a general description, and if required by the city, an accurate legal description]

Marquette Street and former East Western Avenue.

3. The City is willing to grant such privilege upon the terms and conditions herein. This agreement shall constitute a permit under section 18-19 of the Code of Ordinances, but shall apply to any encroachment on public ways or property.

THEREFORE,

1. CITY does hereby grant unto LICENSEE the privilege of constructing, X installing, maintaining, repairing, performing all necessary functions relating to the encroachment, and for that purpose to enter the property, for the term herein stated. This

privilege shall be effective upon the issuance of an encroachment permit, which shall be issued only after approval of this agreement by the City Commission and delivery to the City of the required evidence of insurance coverages.

This grant is subject to the following special conditions: See attached

Supplemental Conditions.

---

2. That LICENSEE shall pay to the City for the privilege hereby granted the sum of Two Hundred 00/100----- Dollars (\$200), such payment to be made upon the signing of this agreement to be dated as of the 11 day of October 2000, ~~19~~, to the City Treasurer of the City of Muskegon, and the privilege hereby granted shall continue for a period to terminate the first day of May, 2003, unless sooner terminated as hereinafter provided.

3. INDEMNIFICATION. The LICENSEE shall indemnify and save harmless said GRANTOR of and from any liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the city by any person, firm or corporation on account of or arising from the privilege hereby granted to LICENSEE or the activities of the LICENSEE related to the encroachment or this privilege. This indemnification obligation shall include all liabilities for environmental damage or releases of hazardous substances subject to any governmental or third party action. "Hazardous substance" is defined as any material constituting a prohibited or regulated substance under any governmental law, rule, statute or regulation in force at any time, including future times.

4. INSURANCE. LICENSEE shall at all times carry liability insurance in such amounts as are satisfactory to City, and issued by companies acceptable to the City, licensed in the State of Michigan, naming City as an additional insured on any such policy. LICENSEE will file with

City certificates or policies evidencing such insurance coverage . The insurance policies or certificates shall provide that the City shall be given thirty days written notice before a cancellation or change in coverage may occur. The types of coverage and coverage limits to be required shall be as follows:

Letter of self-insurance attached.

---

---

---

5. BONDING. Before this agreement /permit becomes valid, LICENSEE shall file with the city a bond conforming with the requirements of any ordinance, and shall keep same in force during the entire term of this agreement.

6. The privilege hereby granted may be canceled and revoked by the CITY at any time upon giving said LICENSEE 30 days of written notice of such cancellation and revocation.

7. LICENSEE may surrender up the privilege hereby granted at any time upon giving notice in writing to the City 30 days prior to such surrender; provided, however, that upon the voluntary relinquishment or abandonment of this privilege, or upon cancellation or revocation thereof by the City, the LICENSEE shall remove any structure(s) erected upon, within or overhanging the area of encroachment and restore the property at LICENSEE'S expense and in a manner satisfactory to City and in default thereof shall be liable to City for any cost, damage or expense the City may sustain in such restoration.

8. That should said LICENSEE fail or refuse to conform to any of the conditions on its part to be performed hereunder, the privilege hereby granted shall immediately terminate and become null and void.

9. This agreement shall be binding upon the respective heirs, representatives,  
successors and assigns of the parties hereto.

Witnesses:

JoAnn Krukowski  
JoAnn Krukowski

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF MUSKEGON

By Fred J. Nielsen  
Fred J. Nielsen, Mayor

And Gail A. Kunding  
Gail A. Kunding, Clerk

LICENSEE:

ⓧ Rauzansk

\_\_\_\_\_

## **SUPPLEMENTAL CONDITIONS**

- Grantee shall notify Grantor of the date when the installation of the Wells shall begin and shall allow the City's representative ample time to inspect the site before construction begins.
- After completion of construction, the City shall be contacted for final inspection.
- Grantee shall not disturb any installation in the right of way, including utilities of any kind without prior approval by the City and the affected company.
- Grantee shall use all means necessary, including MISS DIG, to locate and/or have located all existing utilities in the vicinity of the proposed Wells.
- If deemed necessary by the City due to public improvements, Grantee shall relocate or remove the wells as directed by the City within 14 days of notification.
- The grantee shall be fully responsible for the maintenance of the wells and any relocation that might become necessary to facilitate other improvements within the right of way.
- Grantee will not be allowed to close off roadway nor will he be allowed to hinder the traffic flow without prior approval by the City.



500 Water Street, J-907  
Jacksonville, Florida 32202  
Telephone (904) 633-5090  
Facsimile (904) 633-5096

November 1, 2000

**TO WHOM IT MAY CONCERN**

Re: Insurance/Self Assumption of Risk  
City of Muskegon, Michigan  
Encroachment Agreement and Permit – October 11, 2000

CSX Corporation, including its subsidiary company CSX Transportation, have some insurance programs that are subject to large retentions. Losses that fall within these retentions, including those for which the Company is contractually liable, are covered by the financial resources of the Company and are administered by the Company's claims personnel.

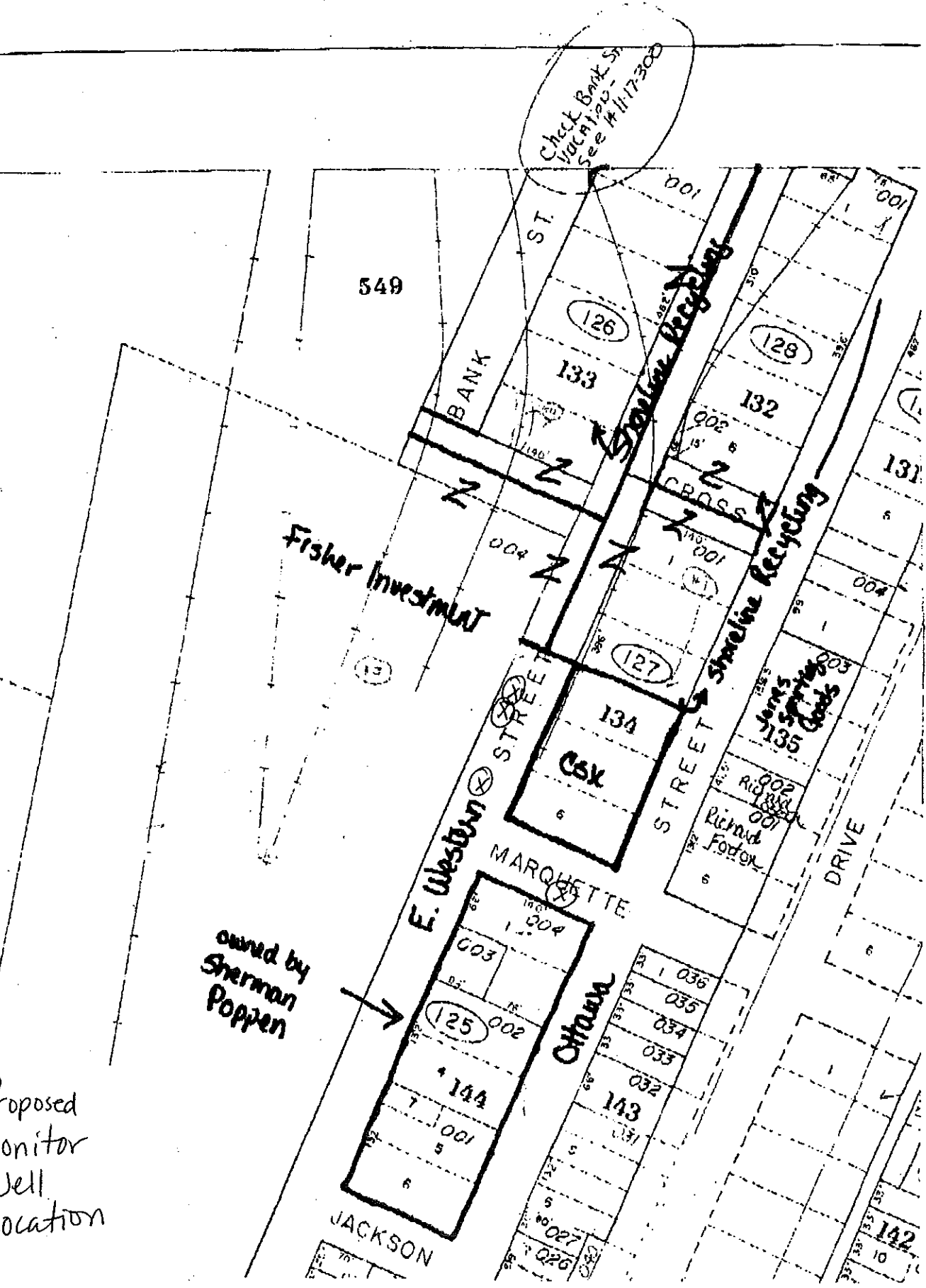
Please accept this as continuing unless further advised.

We trust this information will adequately serve your needs.

Sincerely,

A handwritten signature in black ink that reads "Walter D. Tyler". The signature is written in a cursive style with a large, stylized "W" and "T".

Walter D. Tyler, CPCU, ARM  
Manager, Risk Management



⊗ Proposed Monitor Well Location

owned by Sherman Poppen

Check Bank St. Location. See #11-17300

CSX TRANSPORTATION, INC.

52-36  
112

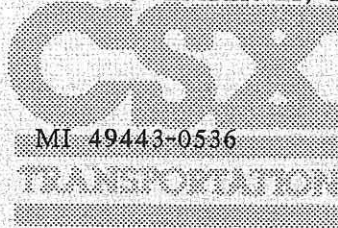
Payee Number  
2035330

Date  
NOVEMBER 21, 2000

Check Number  
8442578

Pay To The  
Order Of

CITY OF MUSKEGON  
PO BOX 0536  
MUSKEGON



MI 49443-0536

Not Negotiable After 360 Days

| Dollars  | Cents |
|----------|-------|
| \$330.00 |       |

FLEET BANK OF MAINE  
PORTLAND, MAINE

*David A. Boon*

Treasurer

⑈8442578⑈ ⑆011200365⑆94158 41873⑈

*200<sup>00</sup> encroachment 101-0000-4621*  
*130<sup>00</sup> permit fees 643-00000-4200*

**Commission Meeting Date: December 12, 2000**

**Date:** December 4, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *CBE*  
**RE:** Issuance of Quit Claim Deed

---

**SUMMARY OF REQUEST:**

A city-owned vacant lot was sold to Carlen Barnes in 1990, who eventually sold the lot to Thomas Galloway in August 2000. The lot is located at 1411 Dudley Street. The deed between C. Barnes and T. Galloway still has the reversion clause included. The new owner is requesting a new quit-claim deed from the City to allow him to obtain a construction loan. The City will allow a new quit-claim deed with the same reversion clause.

**FINANCIAL IMPACT:**

None.

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

Staff recommends approval to issue another Quit Claim deed to Thomas Galloway and authorize the mayor and clerk to sign off on the deed.

**COMMITTEE RECOMMENDATION:**

None.

Resolution No. 2000-113(f)

**MUSKEGON CITY COMMISSION**

**RESOLUTION APPROVING ISSUANCE OF QUIT CLAIM DEED FOR A VACANT CITY-OWNED LOT AT 1411 DUDLEY STREET**

WHEREAS, said vacant lot is legally described as Lot 34, Muskegon Urban Renewal Plat No. 1, City of Muskegon.

WHEREAS, the City has approved the sale of a vacant city-owned lot at 1411 Dudley Strret to Carlen Barnes on December 1990 and giving her permission on April 1994 to re-sell the property.

WHEREAS, said vacant lot is now sold to Thomas Galloway with the quit claim deed still having the reversion clause.

WHEREAS, a new quit claim deed with the same reversion clause from the City to Thomas Galloway is necessary for him to obtain a construction loan from a local bank.

NOW, THEREFORE BE IT RESOLVED that a new quit claim deed containing the same reversion clause be released to Thomas Galloway.

Adopted this 12<sup>th</sup> day of December 2000.

Ayes: Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict

Nays: None

Absent: None

By: Fred J. Nielsen  
Fred J. Nielsen, Mayor

Attest: Gail Kunding  
Gail Kunding, Clerk

CERTIFICATION  
2000-113(f)

This resolution was adopted at a regular meeting of the City Commission, held on December 12, 2000. 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.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, City Clerk

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to THOMAS GALLOWAY, a married man, of 2317 Fountain Street, Muskegon, Michigan 49441,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

Lot 34, Muskegon Urban Renewal Plat No. 1;

for the sum of One (\$1) Dollar and other good and valuable consideration.

PROVIDED, HOWEVER, Grantee, or his assigns, shall substantially complete construction of a single-family home on the premises herein conveyed, up to all codes, within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee, or his assigns; and, in addition thereto, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee, or his assigns. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above described premises, improvements made thereon shall become the property of the Grantor. Furthermore, Grantee has covenanted that the home shall be owner occupied for five (5) years from the date of this deed.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 14th day of December, 2000.

Signed in the presence of:

CITY OF MUSKEGON

By Fred J. Nielsen  
Fred J. Nielsen, Its Mayor

and Gail A. Kunding  
Gail A. Kunding, Its Clerk

Linda S. Potter  
Linda S. Potter  
Jo Ann Krukowski  
Jo Ann Krukowski

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by FRED J. NIELSEN and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: G. Thomas Johnson  
G. Thomas Johnson, Parmenter O'Toole  
175 W. Apple Ave., MI 49443-0786

Linda S. Potter  
Linda S. Potter, Notary Public, Muskegon Co., MI  
My commission expires: 9-25-02

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee



KNOW ALL MEN BY THESE PRESENTS: That Carlen G. Barnes, whose address is 849 Orchard Ave., Muskegon, MI 49442

Convey(s) and Warrant(s) to Thomas Galloway, whose address is 2317 Fountain St., Muskegon, MI 49441

the following described premises situated in the City of Muskegon, County of Muskegon and State of Michigan, to-wit:  
Lot 34, Muskegon Urban Renewal Plat No. 1, according to the recorded plat thereof as recorded in Liber 19 of Plats, Page 6 through 8, inclusive, Muskegon County Records.

for the full consideration of

AFFIX REVENUE STAMPS AFTER RECORDING  
REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT ATTACHED

subject to easements and restrictions of record, if any.

Dated this 17th day of August, 2000

Witnesses:

Signed and Sealed:

Becky Dulaney  
Becky Dulaney

Carlen G. Barnes  
Carlen G. Barnes

Jill Alderink  
Jill Alderink

STATE OF MICHIGAN

)  
) SS.  
)

COUNTY OF Muskegon

The foregoing instrument was acknowledged before me this 17th day of August, 2000 by Carlen G. Barnes.

My Commission Expires:

BECKY DULANEY, NOTARY PUBLIC  
MUSKEGON COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES: 12/20/2001

Becky Dulaney  
County, Michigan

Drafted by: Carlen G. Barnes

Address: 849 Orchard Ave.  
Muskegon, Michigan 49442

Tax Parcel Number:

After recording return to:

Thomas Galloway  
V/L Creston St.  
Muskegon, Michigan 49442

24-610-000-0034-00

Send subsequent tax bills to:

Thomas Galloway  
V/L Creston St.  
Muskegon, Michigan 49442

1549 524

QUIT-CLAIM DEED

Statutory Form Corporation

KNOW ALL MEN BY THESE PRESENTS: That CITY OF MUSKEGON, a Municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan,

QUIT CLAIMS TO: CARLEN G. BARNES, a single woman, 1916 Harrison Avenue, Apt. 2, Muskegon, Michigan 49441,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

Lot 34, Muskegon Urban Renewal Plat No. 1, City of Muskegon

For the sum of: Eighteen Hundred Dollars (\$1,800.00)

PROVIDED, HOWEVER, Grantee, or her assigns, shall commence construction of a home on the premises herein conveyed within one (1) year after date hereof. In default of such construction, title to the premises herein conveyed shall revert to the City of Muskegon free and clear of any claim of Grantee, or her assigns, and, in addition thereto, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee, or her assigns. "Commence construction" means (1) the issuance of a residential building permit by the City of Muskegon and (2) in the sole opinion of the City of Muskegon's Director of Inspections, twenty-five (25%) percent completion of the dwelling described in the said building permit.

In the event of reversion of title of the above described premises, improvements made therein shall become the property of the Grantor.

This deed is exempt from real estate transfer tax pursuant to the provisions of Section 5(b) of Act 327 of the Public Acts of 1968.

Dated this 21st day of December, 1990.

Signed in the presence of:

Donald E. Haas  
Donald E. Haas  
Lezha T. Gannon  
Lezha T. Gannon

CITY OF MUSKEGON  
By Norman F. Kruse  
Norman F. Kruse, its Mayor  
and James Hudson  
James Hudson, its Clerk

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 21st day of December, 1990, by Norman F. Kruse and James Hudson the Mayor and Clerk of CITY OF MUSKEGON, a municipal corporation, on behalf of the corporation.

Mary Charlene Smith  
Mary Charlene Smith  
Notary Public  
Muskegon County, Michigan  
My commission expires: January 25, 1993

When Recorded Return To:  
Send Subsequent tax Bills To:

Grantee  
Grantee

Drafted by:  
O'TOOLE, JOHNSON, POTTER,  
ROLF, GRAFTON & EKLUND  
BY: G. Thomas Johnson

Business Address:  
175 W. Apple Avenue  
Muskegon, MI 49443

MARY CHARLENE SMITH  
Notary Public, Muskegon County, MI  
My Commission Expires 1-25-93

(6687T)

COMMUNITY  
SHORES BANK

November 27, 2000

City of Muskegon  
Michael Wee  
Planning Department  
Muskegon, MI

Fax #0724-6790

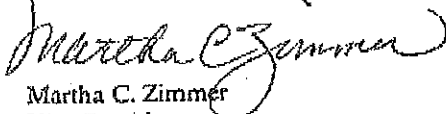
RE: Lot 34/City of Muskegon/Creston

Dear Michael:

This letter is to confirm that Community Shores Bank is handling the construction financing on the above referenced property.

If you have any questions, please feel free to call me directly at 780-1873.

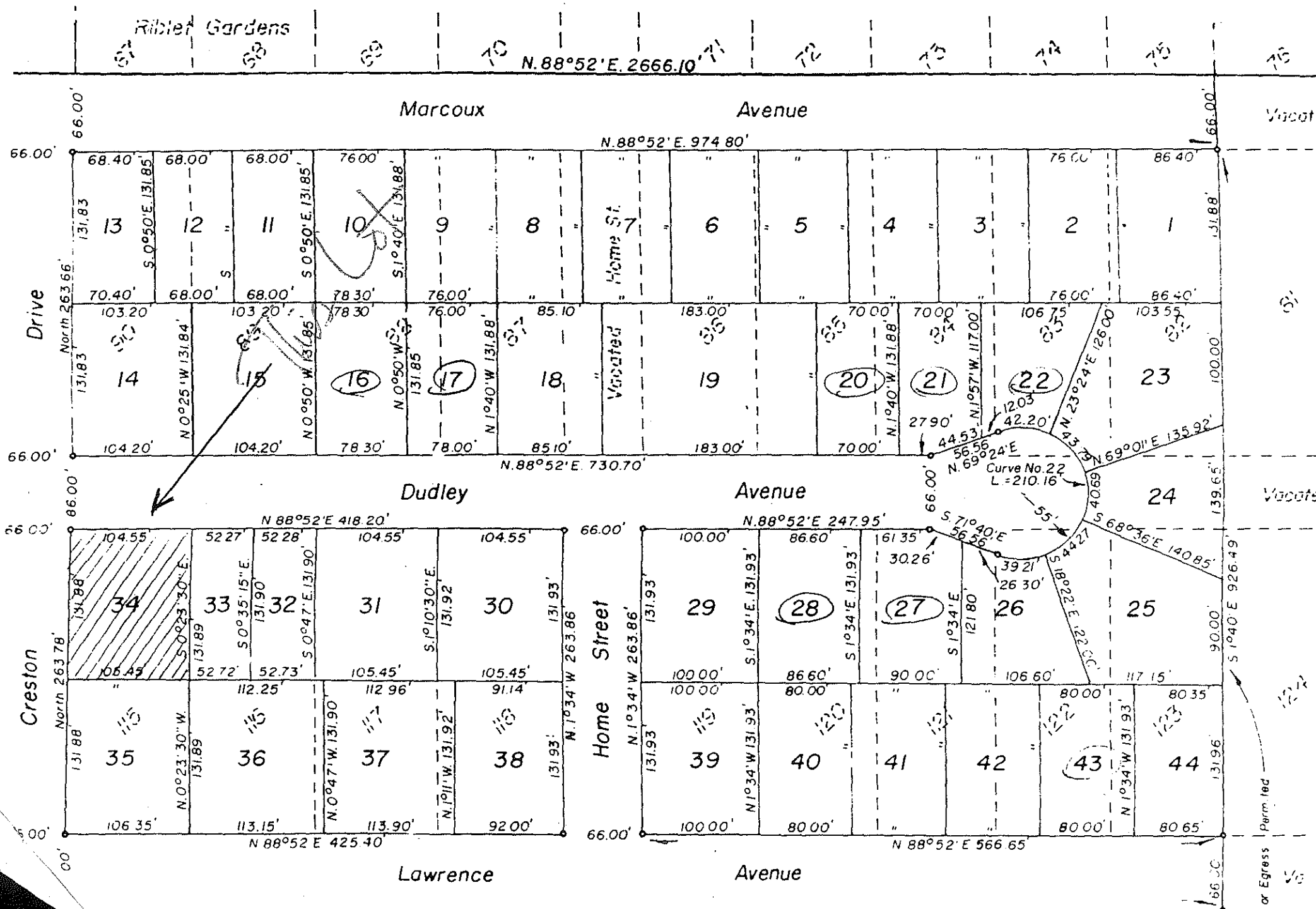
Sincerely,



Martha C. Zimmer  
Vice President  
Commercial Loans

c: Tom Galloway  
2317 Fountain St.  
Muskegon, MI 49441

1030 WEST NORTON  
MUSKEGON, MICHIGAN 49441  
PHONE 231.780.1800  
FAX 231.780.8018





DATE: November 27 2000

To: Honorable Mayor and City Commissioners

From: Inspection Services Department

Re: Concurrence with the Housing Board of Appeals determination for  
demolition of the structures at 1213 Francis, aka Dangerous Building Case  
#00-61

---

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 1213 Francis is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None.

CASE HISTORY: This One unit unoccupied home is located on Francis Street near Roberts. The owner is Clara Welch. A fire occurred in this home in December of 1999. On 7/20/00 a dangerous building inspection was conducted which revealed the home to be still in need of repair. A notice of order to repair the structure was sent on 8/18/00. There had been no contact from the owner and the case was heard before the Housing Board of Appeals on 10/5/00 where the Board declared the structure to be unsafe, substandard and a public nuisance.

TAX INFO: SEV =

ESTIMATED COST TO REPAIR: \$ 35,000

COMMITTEE RECOMMENDATION: The City Commission will consider this case on 12/12/00.

Sheldon Park

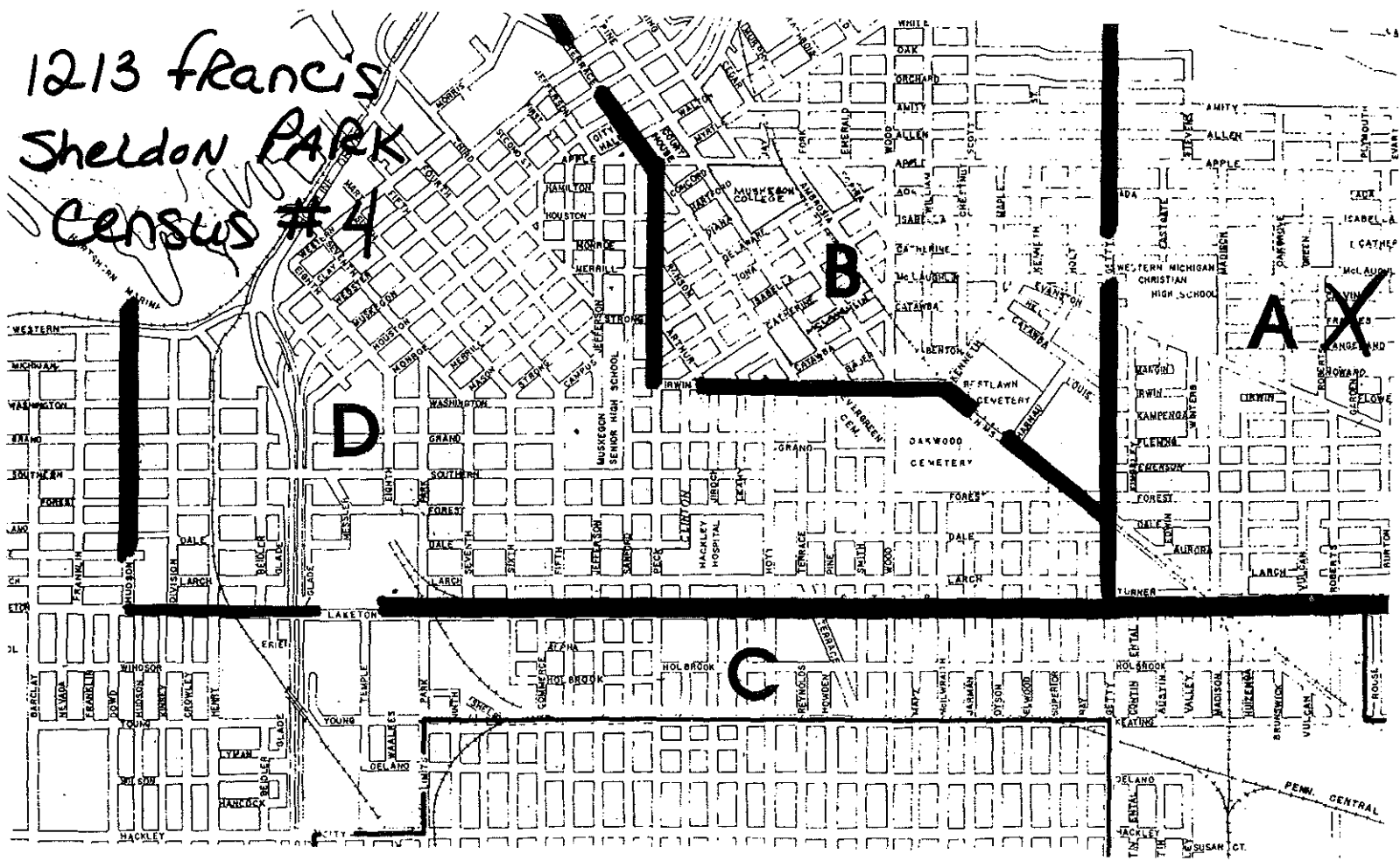
Census # 4



1213 Francis

7-19-00

1213 Francis  
Sheldon PARK  
Census #4



Affirmative Action

231/724-6703  
FAX/722-1214

Assessor

231/724-6708  
FAX/726-5181

Cemetery

231/724-6783  
FAX/726-5617

Civil Service

231/724-6716  
FAX/724-4405

Clerk

231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services

231/724-6717  
FAX/726-2501

Engineering

231/724-6707  
FAX/727-6904

Finance

231/724-6713  
FAX/724-6768

Fire Dept.

231/724-6792  
FAX/724-6985

Income Tax

231/724-6770  
FAX/724-6768

Info. Systems

231/724-6744  
FAX/722-4301

Leisure Service

231/724-6704  
FAX/724-1196

Manager's Office

231/724-6724  
FAX/722-1214

Mayor's Office

231/724-6701  
FAX/722-1214

Inspection Services

231/724-6715  
FAX/726-2501

Planning/Zoning

231/724-6702  
FAX/724-6790

Police Dept.

231/724-6750  
FAX/722-5140

Public Works

231/724-4100  
FAX/722-4188

Treasurer

231/724-6720  
FAX/724-6768

Water Billing Dept.

231/724-6718  
FAX/724-6768

Water Filtration

231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

## DANGEROUS BUILDING INSPECTION REPORT

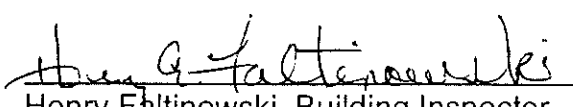
1213 FRANCES  
Fire Damage in 12/99

7/20/00

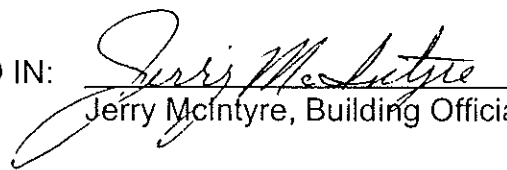
### Inspection Noted:

1. Home still boarded up.
2. Burnt exterior siding and paint.
3. Interior Fire Damage.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

  
Henry Faltinowski, Building Inspector

7/24/2000  
Date

CONCURRED IN:   
Jerry McIntyre, Building Official

7-24-00  
Date

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6984

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Inspection Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

FILE COPY

## NOTICE OF ORDER

August 18, 2000

Clara Welch  
1213 Francis  
Muskegon MI 49442

Charles Messer  
1213 Francis  
Muskegon MI 49442

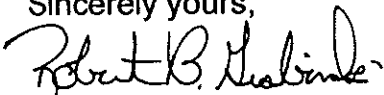
Dear Property Owner:

Subject: 1213 Francis Ave, Muskegon MI  
Pomona Park Addition Lot 14 Blk 16

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,  
  
Robert B. Grabinski  
Fire Marshal/Inspection Services

Administrative Action  
231/724-6793  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
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Inspection Services  
231/724-6715  
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Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

Public Works  
231/724-4100  
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Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290



FILE COPY

## CITY OF MUSKEGON

### NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS HOUSING BOARD OF APPEALS

September 25, 2000

Clara Welch & Charles Messer  
1213 Francis  
Muskegon MI 49442

Dear Property Owner:

SUBJECT: Dangerous Building Case #00-61 – 1213 Francis, Muskegon MI

**PLEASE TAKE NOTICE** that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on **Thursday, October 5, 2000** at **5:30 P.M.** in the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services  
City of Muskegon

HBA  
10/5/00

**CASE # 00-61- 1213 FRANCIS – Clara Welch&Charles Messer, 1213 Francis,**

The owners and/or representatives of the owners did not attend the meeting. Staff informed the Board that the building was burnt out and the interior was gutted. Grabinski told the Board that there was insurance out on the property and the owners are not going to repair the property.

Staff recommended declaring the structure(s) dangerous. John Warner, supported by Randy Mackie, made a motion to declare the structure(s) unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

AYES:

Greg Borgman  
Fred Nielsen  
John Warner  
Jerry Bever

NAYES:

ABSENT:

Clint Todd

EXCUSED:

William Anderson

The motion carried.

NEW BUISNESS:

Grabinski informed the Board that the new dangerous building forms and ordinance became effective on 9/29/00. The Board requested to have an open meeting to discuss the new forms and ordinance sometime before the next HBA meeting in November. Staff agreed to make the arrangements and prepare agenda's for the members of the Board to review before the meeting.

OLD BUISNESS:

NONE

ADJOURNED:

6:45 P.M.

Sheldon Park

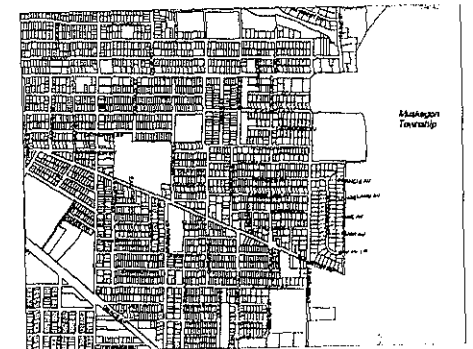
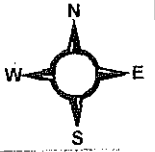
Census # 4



1213 Francis

7-19-00

# City of Muskegon Inspections Department



TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: December 12, 2000

RE: Public Hearing  
Spreading of the Special Assessment Roll  
Roberts, Lawrence to Wesley

---

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for Roberts Street, Lawrence to Wesley, and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of \$52,612.73 will be spread against the eight (8) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the special assessment roll and adopt the attached resolution.

COMMITTEE RECOMMENDATION:

**CITY OF MUSKEGON**

**Resolution No. 2000-114(a)**

**Resolution Confirming Special Assessment Roll**

**For ROBERTS STREET, LAWRENCE AVE. TO WESLEY AVE.**

Properties Assessed: See Exhibit A attached to this resolution.

**RECITALS:**

1. The City Commission determined to create a special assessment district covering the Properties set forth in Exhibit A attached to this resolution on **March 14, 2000**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

**THEREFORE, BE IT RESOLVED:**

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.
2. That the assessments levied may be made in installments as follows: annual installments over ten (10) years. Any assessment that is paid in installments shall carry interest at the rate of five (5) percent per annum to be paid in addition to the principal payments on the special assessment.

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR Roberts, Lawrence TO Wesley

Continued...

3. The Clerk is directed to endorse the certificate of this confirmation resolution and the Mayor may endorse or attach his warrant bearing the date of this resolution which is the date of confirmation.

This resolution passed.

Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen,  
Schweifler

Nays: None

City of Muskegon

By

Gail A. Kunding  
Gail A. Kunding, City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on **December 12, 2000**. 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.

Further, I hereby certify that the special assessment roll referred to in this resolution was confirmed on this date, being **December 12, 2000**.

City of Muskegon

By

Gail A. Kunding  
Gail A. Kunding, City Clerk

EXHIBIT A

**ROBERTS STREET, LAWRENCE AVE. TO WESLEY AVE.**

**SPECIAL ASSESSMENT DISTRICT**

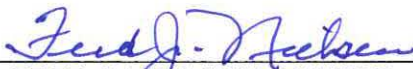
All properties abutting that section of **ROBERTS STREET, LAWRENCE AVE. TO  
WESLEY AVE.**

**ROBERTS STREET, LAWRENCE AVE. TO WESLEY AVE.**  
**MAYOR'S ENDORSEMENT AND WARRANT**

I, FRED J. NIELSEN, MAYOR OF THE CITY OF MUSKEGON, HEREBY ENDORSE  
THE ABOVE CONFIRMATION RESOLUTION AND HEREBY WARRANT TO THE CITY  
TREASURER THIS DATE THAT HE SHALL PROCEED TO COLLECT THE  
ASSESSMENTS AT THE TIME AND IN THE MANNER SET FORTH ABOVE.

CITY OF MUSKEGON

BY

  
FRED J. NIELSEN, MAYOR

**AFFIDAVIT OF MAILING BY CITY CLERK**

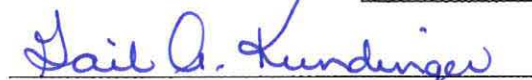
STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF MUSKEGON )

GAIL A. KUNDINGER, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT SHE IS THE CITY CLERK OF THE CITY OF MUSKEGON; THAT AT A HEARING HELD ON THE 12<sup>th</sup> **DAY OF December, 2000** THE CITY COMMISSION ADOPTED A RESOLUTION CONFIRMING THE FOLLOWING SPECIAL ASSESSMENT ROLL:

**ALL PARCELS ABUTTING Roberts, Lawrence to Wesley.**

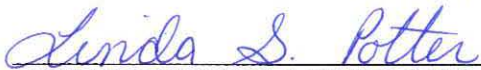
A NOTICE OF THE SAID HEARING WAS DULY PUBLISHED IN THE MUSKEGON CHRONICLE, A DAILY NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF MUSKEGON, ON December 2, 2000.

DEPONENT FURTHER SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE **30th DAY OF November, 2000**.

  
GAIL A. KUNDINGER, CITY CLERK

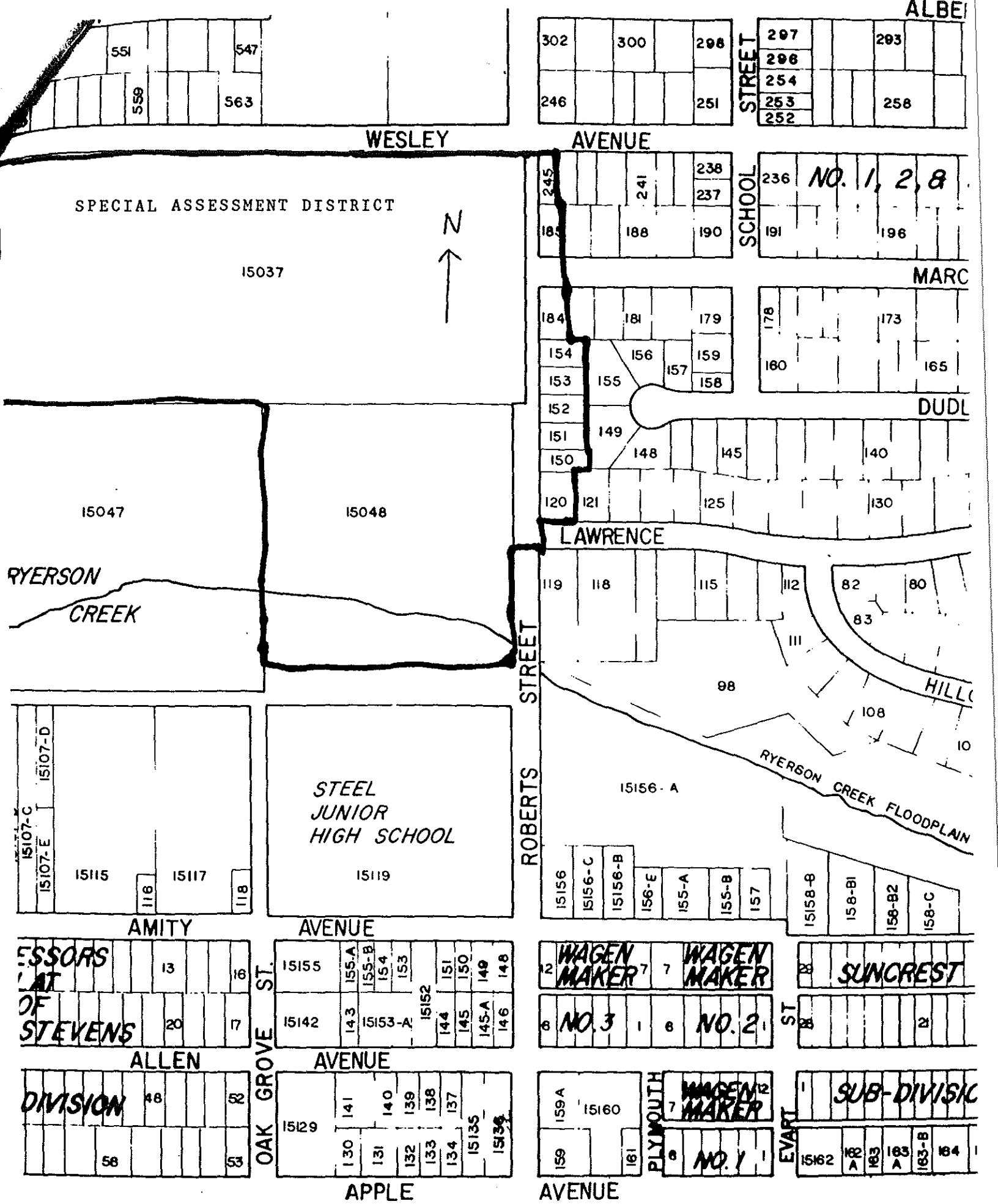
SUBSCRIBED AND SWORN TO BEFORE ME THIS

13th DAY OF December, 2000.



NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-02



Affirmative Action  
616/724-6703  
FAX/724-6790

Assessor  
616/724-6708  
FAX/724-6768

Cemetery  
616/724-6783  
FAX/722-4188

Civil Service  
616/724-6716  
FAX/724-6790

Clerk  
616/724-6705  
FAX/724-6768

Comm. & Neigh.  
Services  
616/724-6717  
FAX/724-6790

Engineering  
616/724-6707  
FAX/724-6790

Finance  
616/724-6713  
FAX/724-6768

Fire Dept.  
616/724-6792  
FAX/724-6985

Income Tax  
616/724-6770  
FAX/724-6768

Info. Systems  
616/724-6975  
FAX/724-6768

Leisure Service  
616/724-6704  
FAX/724-6790

Manager's Office  
616/724-6724  
FAX/724-6790

Mayor's Office  
616/724-6701  
FAX/724-6790

Neigh. & Const.  
Services  
616/724-6715  
FAX/724-6790

Planning/Zoning  
616/724-6702  
FAX/724-6790

Police Dept.  
616/724-6750  
FAX/722-5140

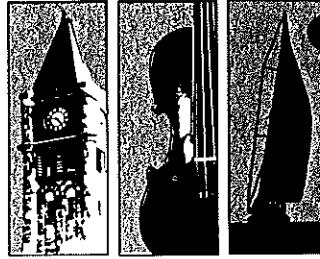
Public Works  
616/724-4100  
FAX/722-4188

Treasurer  
616/724-6720  
FAX/724-6768

Water Dept.  
616/724-6718  
FAX/724-6768

Water Filtration  
616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

December 1, 2000

Property Parcel Number: \_\_\_\_\_ at \_\_\_\_\_

## **NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL**

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

Roberts Street, Lawrence Avenue to Wesley Avenue

### **Public Hearings**

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, December 12, 2000 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED DECEMBER 12, 2000 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

### **Costs**

The final projected cost of the street improvement portion of the project is \$126,790.00 of which \$52,612.73 (41.50%) will be paid by special assessment to property owners. If the special assessment is confirmed, your property will be assessed \_\_\_\_\_ based on \_\_\_\_\_ feet assessable front footage at \$33.40 per assessable foot for the street improvements. In addition, you will be assessed \_\_\_\_\_ for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \_\_\_\_\_. Following are the terms of the special assessment:

**Assessment Period: Ten (10) Years**

**Interest Rate: 5% per year**

**First Installment: \_\_\_\_\_**

**Due Date: February 12, 2001**

The total assessment may be paid in full any time prior to the due date shown above without interest being charged. After this date, interest will be charged at the rate shown above on the outstanding balance. Assessments also may be paid over a ten year period in ten equal principal installments. If you pay your assessment in installments, your annual installment (including interest) will be included as a separate item on your property tax bill each year. Therefore, if you pay your property taxes through a mortgage escrow agent, you should notify them of this change. Early payments may be made at any time and are encouraged.

PLEASE NOTE THAT IF THE ASSESSMENT IS NOT CONFIRMED AT THE PUBLIC HEARING YOU WILL BE NOTIFIED. IF THE ASSESSMENT IS CONFIRMED, THIS LETTER WILL REPRESENT YOUR INITIAL BILLING IF YOU WISH TO PAY IN FULL PRIOR TO THE DUE DATE AND AVOID INTEREST COSTS. OTHERWISE, YOU WILL AUTOMATICALLY BE BILLED ON AN INSTALLMENT BASIS WITH THE FIRST INSTALLMENT SHOWN ON YOUR NEXT PROPERTY TAX BILL

If you have any specific questions about the work done please call the Engineering Department at 231-724-6707 before the hearing date.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and financial assistance programs available.

Sincerely,

A handwritten signature in cursive script that reads "Mohammed Al-Shatel".

Mohammed Al-Shatel, P.E.  
City Engineer

# Special Assessment Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

## **I. Lump Sum Payment in Full**

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest*.

## **II. Installment Payments**

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

**Street and Alley Assessments** – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is \$850.00, you will be billed \$85.00 per year plus applicable interest as described below.

**Driveway, Sidewalk, and Approach Assessments** - Ten (10) years equal annual principal payments plus applicable interest as described below.

**Interest** – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

## **III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)**

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of \$16,823.00
- Have a special assessment of \$300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

## **IV. Further Information About the Above Programs**

Further information about any of the above payment options may be obtained by calling either the **City Assessor's Office at 724-6708** or the **City Treasurer's Office at 724-6720**. Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.

## **V. Additional Special Assessment Payment Assistance**

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the **Community and Neighborhood Services Department at 724-6717**.

**CITY OF MUSKEGON  
LAKETON AVENUE H-1510  
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

***Note: You may receive this application several times – If you have already applied, please discard.***

**Dear Resident:**

The City of Muskegon has selected your neighborhood and your property for its comprehensive sidewalk replacement program. City ordinances require that property owners be responsible for the repair/replacement of damaged or unsafe sidewalks adjoining their properties. To assist homeowners, who may have difficulty paying the cost of sidewalk repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the sidewalk assessment for you to the extent that funds are available.

**Application Requirements:**

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2000, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

**2000**

**65% MEDIAN HOUSEHOLD INCOME CHART**

| FAMILY SIZE         | INCOME LIMIT |
|---------------------|--------------|
| 1                   | \$22,800     |
| 2                   | 26,040       |
| 3                   | 29,340       |
| 4                   | 32,580       |
| 5                   | 35,160       |
| 6                   | 37,800       |
| 7                   | 40,380       |
| 8                   | 43,020       |
| For each extra, add | 3,240        |

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

Please complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:

**City of Muskegon  
Community & Neighborhood Services  
933 Terrace Street, 2nd Floor  
Muskegon, MI 49440**

**For further information,** please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

*The City reserves the right to verify all application information, and to reject any applications that contain falsified information or insufficient documentation. Sidewalk repairs must be completed by the City of Muskegon. Costs incurred from repairs done by a private contractor or by doing them yourself, will not be reimbursed.*

**CITY OF MUSKEGON  
NOTICE OF PUBLIC HEARING  
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS  
SPECIAL ASSESSMENT DISTRICTS:**

**LAKETON, WOOD TO GETTY  
&  
ROBERTS, LAWRENCE TO WESLEY**

The location of the special assessment districts and the properties proposed to be assessed are:

**All properties abutting Laketon Avenue from 55.77 feet east of the centerline of  
Wood Street to the centerline of Getty Street**

**&**

**All properties abutting Roberts Street, Lawrence to Wesley**

PLEASE TAKE NOTICE that a hearing to confirm the special assessment districts will be held at the City of Muskegon Commission Chambers on **DECEMBER 12, 2000 at 5:30 p.m.**

At the time set for the hearing the City Commission will examine and determine whether to approve the special assessment rolls that have been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment rolls are on file and may be examined during regular business hours at the City Engineer's office between 8:00 a.m. and 5:00 p.m. on weekdays, except holidays.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR DID SO AT THE PREVIOUS HEARING ON THIS SPECIAL ASSESSMENT DISTRICT EITHER IN PERSON OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

You are further notified that at the first hearing the City Commission determined that the special assessment districts should be created, the improvement made, and the assessment levied. The purpose of this hearing is to hear objections to the assessment rolls and to approve, reject, or correct the said roll.

---

Gail A. Kunding, City Clerk

Publish: **DECEMBER 2, 2000**

**ADA POLICY**

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audio tapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Gail A. Kunding, City Clerk  
933 Terrace Street, Muskegon, MI 49440  
(231) 724-6705 of TDD (231) 724-6773

CITY OF MUSKEGON

Resolution No. 2000-32(a)

RECEIVED  
CITY OF MUSKEGON

MAR 24 2000

Resolution At First Hearing Creating Special Assessment District  
For **ROBERTS STREET, LAWRENCE AVE. TO WESLEY AVE.**

Location and Description of Properties to be Assessed

See Exhibit A attached to this resolution

ENGINEERING DEPT.

RECITALS:

1. A hearing has been held on **MARCH 14, 2000** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **MARCH 14, 2000**, there were 5.79 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.
3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Aslakson and Spataro

and the City Assessor who are hereby directed to prepare an assessment roll.  
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **25.37%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen

Nays None

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **MARCH 14, 2000**.  
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.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

H-1508

Roberts Street, Lawrence Avenue to Wesley Ave

**SPECIAL ASSESSMENT ROLL**

| <b>PARCEL</b>      | <b>@</b>    |           |                    |                   |          |            | <b>PAVING</b> | <b>DR APP<br/>/ SW</b> | <b>TOTAL</b> |
|--------------------|-------------|-----------|--------------------|-------------------|----------|------------|---------------|------------------------|--------------|
| 24-121-300-0023-00 | <b>1280</b> | LAWRENCE  | CITY OF MUSKEGON   | BTW OAK GROVE & R |          |            | \$10,871.70   | \$701.05               | 11,572.75    |
| 24-610-000-0120-00 | <b>1210</b> | LAWRENCE  | OAKES PAUL L JR/MY | 1210 LAWRENCE     | MUSKEGON | MI 49442   | \$2,087.50    | \$0.00                 | \$2,087.50   |
| 24-611-000-0185-00 | <b>1208</b> | MARCOUX   | CIRNER DOUGLAS W   | 1208 MARCOUX      | MUSKEGON | MI 49442   | \$2,202.06    | \$1,167.12             | \$3,369.18   |
| 24-610-000-0184-00 | <b>1211</b> | MARCOUX   | CHAMBERS DARELLA   | 1211 MARCOUX AVE  | MUSKEGON | MI 49442   | \$2,204.40    | \$0.00                 | \$2,204.40   |
| 24-610-000-0150-00 | <b>0</b>    | ROBERTS S | OAKES PAUL JR/MYRA | 1210 LAWRENCE     | MUSKEGON | MI 49442   | \$5,429.17    | \$0.00                 | \$5,429.17   |
| 24-610-000-0153-00 | <b>0</b>    | ROBERTS S | OAKES PAUL         | 119 DELAWARE      | MUSKEGON | MI 49442   | \$5,429.17    | \$0.00                 | \$5,429.17   |
| 24-121-300-0002-00 | <b>1145</b> | WESLEY AV | W MICH CTR HANDICA | 1145 WESLEY AVE   | MUSKEGON | MI 49442-0 | \$18,503.60   | \$1,321.26             | 19,824.86    |
| 24-611-000-0245-00 | <b>1205</b> | WESLEY AV | FOSTER DORIS       | 1205 WESLEY AVE   | MUSKEGON | MI 49442   | \$2,202.06    | \$493.64               | \$2,695.70   |

H-1508

Roberts Street, Lawrence Avenue to Wesley Ave

## SPECIAL ASSESSMENT ROLL

| PARCEL | @ | PAVING      | DR APP<br>/ SW | TOTAL       |
|--------|---|-------------|----------------|-------------|
| TOTALS |   | \$48,929.66 | \$3,683.07     | \$52,612.73 |

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

### BOARD OF ASSESSORS

CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATIO      DATE

LAWRENCE SPATARO      CITY COMMISSIONER      DATE

JOHN ASLAKSON      CITY COMMISSIONER      DATE

H-1508

Roberts Street, Lawrence Avenue to Wesley Ave

## SPECIAL ASSESSMENT CDBG ROLL

| PARCEL             | @    |         |                  |                  |          |    |       | PAVING     | DR APP<br>/ SW | TOTAL      |
|--------------------|------|---------|------------------|------------------|----------|----|-------|------------|----------------|------------|
| 24-611-000-0185-00 | 1208 | MARCOUX | CIRNER DOUGLAS W | 1208 MARCOUX     | MUSKEGON | MI | 49442 | \$2,202.06 | \$1,167.12     | \$3,369.18 |
| 24-610-000-0184-00 | 1211 | MARCOUX | CHAMBERS DARELLA | 1211 MARCOUX AVE | MUSKEGON | MI | 49442 | \$2,204.40 | \$0.00         | \$2,204.40 |
| TOTALS .....       |      |         |                  |                  |          |    |       | \$4,406.46 | \$1,167.12     | \$5,573.58 |

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

### BOARD OF ASSESSORS

\_\_\_\_\_  
CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATIO    DATE

\_\_\_\_\_  
LAWRENCE SPATARO    CITY COMMISSIONER    DATE

\_\_\_\_\_  
JOHN ASLAKSON    CITY COMMISSIONER    DATE

TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: December 12, 2000

RE: Public Hearing  
Spreading of the Special Assessment Roll  
**Laketon Ave., 55.77' East of the Centerline of Wood Street to Getty Street**

---

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **Laketon Ave., 55.77' East of the Centerline of Wood Street to Getty Street**, and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of \$88,259.32 will be spread against the twenty three (23) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the special assessment roll and adopt the attached resolution.

COMMITTEE RECOMMENDATION:

**CITY OF MUSKEGON**

**Resolution No. 2000-114(b)**

**Resolution Confirming Special Assessment Roll**

**For Laketon Ave., 55.77' East of the Centerline of Wood Street to Getty Street**

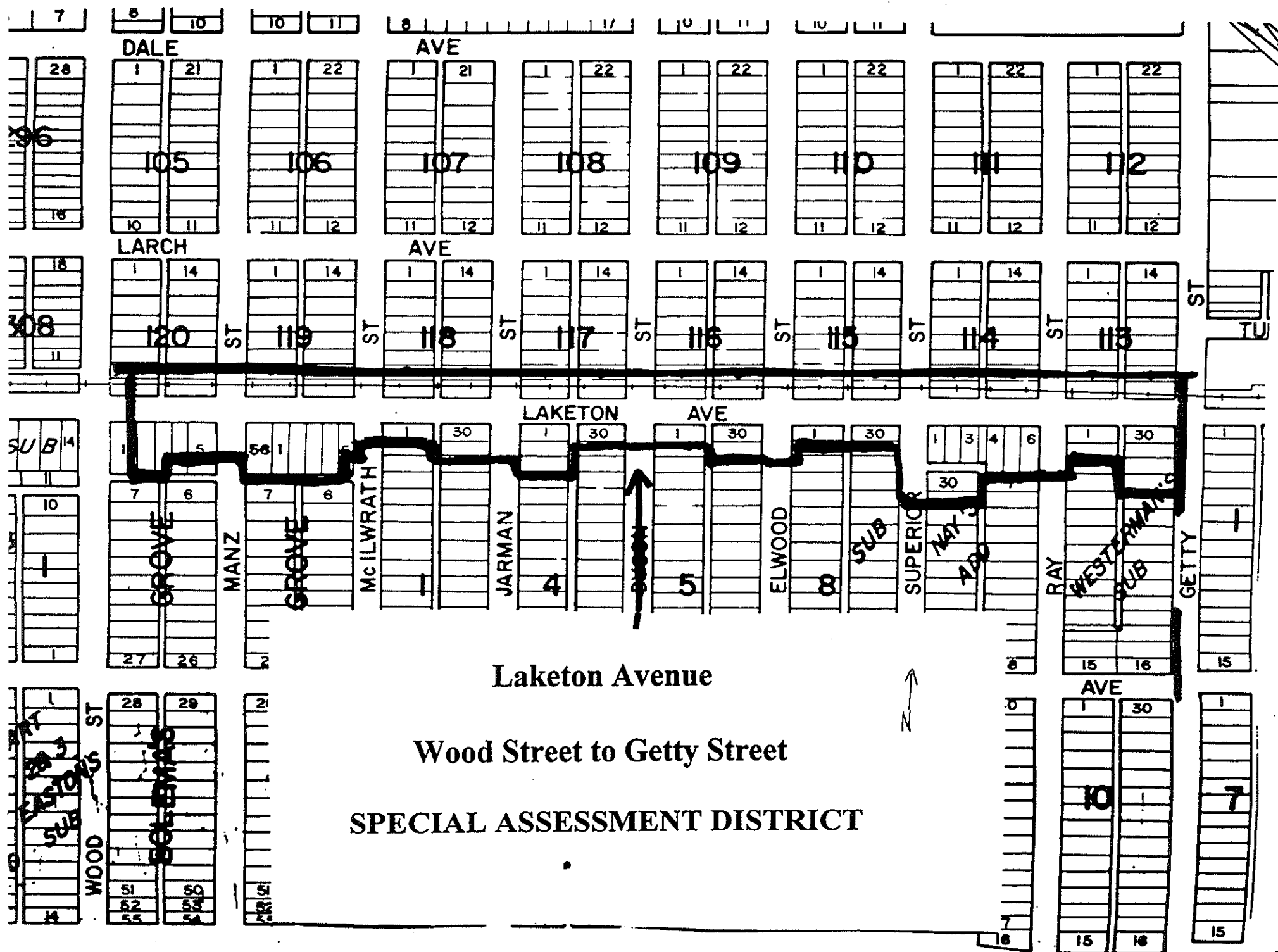
Properties Assessed: See Exhibit A attached to this resolution.

**RECITALS:**

1. The City Commission determined to create a special assessment district covering the Properties set forth in Exhibit A attached to this resolution on **February 22, 2000**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

**THEREFORE, BE IT RESOLVED:**

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.
2. That the assessments levied may be made in installments as follows: annual installments over ten (10) years. Any assessment that is paid in installments shall carry interest at the rate of five (5) percent per annum to be paid in addition to the principal payments on the special assessment.



Affirmative Action  
616/724-6703  
FAX/724-6790

Assessor  
616/724-6708  
FAX/724-6768

Cemetery  
616/724-6783  
FAX/722-4188

Civil Service  
616/724-6716  
FAX/724-6790

Clerk  
616/724-6705  
FAX/724-6768

Comm. & Neigh.  
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Fire Dept.  
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Info. Systems  
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Leisure Service  
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Manager's Office  
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FAX/724-6790

Mayor's Office  
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Neigh. & Const.  
Services  
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Planning/Zoning  
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Police Dept.  
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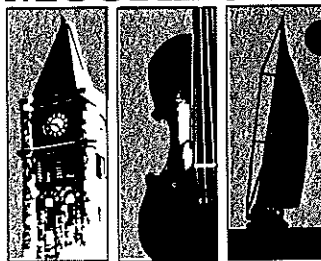
Public Works  
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Water Dept.  
616/724-6718  
FAX/724-6768

Water Filtration  
616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

December 1, 2000

Property Parcel Number: \_\_\_\_\_ at \_\_\_\_\_

## **NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL**

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

Laketon Avenue, Wood Street to Getty Street

### **Public Hearings**

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, December 12, 2000 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED DECEMBER 12, 2000 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

### **Costs**

The final projected cost of the street improvement portion of the project is \$561,000 of which \$41,996.21 (7.49%) will be paid by special assessment to property owners. If the special assessment is confirmed, your property will be assessed \_\_\_\_\_ based on \_\_\_\_\_ feet assessable front footage at \$30.35 per assessable foot for the street improvements. Following are the terms of the special assessment:

**Assessment Period: Ten (10) Years**

**Interest Rate: 5% per year**

**First Installment: \_\_\_\_\_**

**Due Date: February 12, 2001**

The total assessment may be paid in full any time prior to the due date shown above without interest being charged. After this date, interest will be charged at the rate shown above on the outstanding balance. Assessments also may be paid over a ten year period in ten equal principal installments. If you pay your assessment in installments, your annual installment (including interest) will be included as a separate item on your property tax bill each year. Therefore, if you pay your property taxes through a mortgage escrow agent, you should notify them of this change. Early payments may be made at any time and are encouraged.

PLEASE NOTE THAT IF THE ASSESSMENT IS NOT CONFIRMED AT THE PUBLIC HEARING YOU WILL BE NOTIFIED. IF THE ASSESSMENT IS CONFIRMED, THIS LETTER WILL REPRESENT YOUR INITIAL BILLING IF YOU WISH TO PAY IN FULL PRIOR TO THE DUE DATE AND AVOID INTEREST COSTS. OTHERWISE, YOU WILL AUTOMATICALLY BE BILLED ON AN INSTALLMENT BASIS WITH THE FIRST INSTALLMENT SHOWN ON YOUR NEXT PROPERTY TAX BILL

If you have any specific questions about the work done please call the Engineering Department at 231-724-6707 before the hearing date.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and financial assistance programs available.

Sincerely,

A handwritten signature in cursive script, reading "Mohammed Al-Shatel".

Mohammed Al-Shatel, P.E.  
City Engineer

# Special Assessment Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

## **I. Lump Sum Payment in Full**

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest*.

## **II. Installment Payments**

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

**Street and Alley Assessments** – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is \$850.00, you will be billed \$85.00 per year plus applicable interest as described below.

**Driveway, Sidewalk, and Approach Assessments** - Ten (10) years equal annual principal payments plus applicable interest as described below.

**Interest** – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

## **III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)**

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of \$16,823.00
- Have a special assessment of \$300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

## **IV. Further Information About the Above Programs**

Further information about any of the above payment options may be obtained by calling either the **City Assessor's Office at 724-6708** or the **City Treasurer's Office at 724-6720**. Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.

## **V. Additional Special Assessment Payment Assistance**

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the **Community and Neighborhood Services Department at 724-6717**.

**CITY OF MUSKEGON  
LAKETON AVENUE H-1510  
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

***Note: You may receive this application several times – If you have already applied, please discard.***

**Dear Resident:**

The City of Muskegon has selected your neighborhood and your property for its comprehensive sidewalk replacement program. City ordinances require that property owners be responsible for the repair/replacement of damaged or unsafe sidewalks adjoining their properties. To assist homeowners, who may have difficulty paying the cost of sidewalk repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the sidewalk assessment for you to the extent that funds are available.

**Application Requirements:**

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2000, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

**2000**

**65% MEDIAN HOUSEHOLD INCOME CHART**

| FAMILY SIZE         | INCOME LIMIT |
|---------------------|--------------|
| 1                   | \$22,800     |
| 2                   | 26,040       |
| 3                   | 29,340       |
| 4                   | 32,580       |
| 5                   | 35,160       |
| 6                   | 37,800       |
| 7                   | 40,380       |
| 8                   | 43,020       |
| For each extra, add | 3,240        |

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

**Please complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:**

**City of Muskegon  
Community & Neighborhood Services  
933 Terrace Street, 2nd Floor  
Muskegon, MI 49440**

**For further information,** please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

*The City reserves the right to verify all application information, and to reject any applications that contain falsified information or insufficient documentation. Sidewalk repairs must be completed by the City of Muskegon. Costs incurred from repairs done by a private contractor or by doing them yourself, will not be reimbursed.*

**CITY OF MUSKEGON  
NOTICE OF PUBLIC HEARING  
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS  
SPECIAL ASSESSMENT DISTRICTS:**

**LAKETON, WOOD TO GETTY  
&  
ROBERTS, LAWRENCE TO WESLEY**

The location of the special assessment districts and the properties proposed to be assessed are:

**All properties abutting Laketon Avenue from 55.77 feet east of the centerline of  
Wood Street to the centerline of Getty Street**

**&**

**All properties abutting Roberts Street, Lawrence to Wesley**

PLEASE TAKE NOTICE that a hearing to confirm the special assessment districts will be held at the City of Muskegon Commission Chambers on **DECEMBER 12, 2000 at 5:30 p.m.**

At the time set for the hearing the City Commission will examine and determine whether to approve the special assessment rolls that have been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment rolls are on file and may be examined during regular business hours at the City Engineer's office between 8:00 a.m. and 5:00 p.m. on weekdays, except holidays.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR DID SO AT THE PREVIOUS HEARING ON THIS SPECIAL ASSESSMENT DISTRICT EITHER IN PERSON OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

You are further notified that at the first hearing the City Commission determined that the special assessment districts should be created, the improvement made, and the assessment levied. The purpose of this hearing is to hear objections to the assessment rolls and to approve, reject, or correct the said roll.

Gail A. Kunderger, City Clerk

Publish: **DECEMBER 2, 2000**

**ADA POLICY**

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audio tapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Gail A. Kunderger, City Clerk  
933 Terrace Street, Muskegon, MI 49440  
(231) 724-6705 or TDD (231) 724-6773

CITY OF MUSKEGON

Resolution No. 2000-29(c)

Resolution At First Hearing Creating Special Assessment District  
For **Laketon Ave., 55.77' East of the Centerline of Wood Street to Getty Street**

Location and Description of Properties to be Assessed:  
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **FEBRUARY 22, 2000** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **FEBRUARY 22, 2000**, there were 44.28 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.
3. The City Commission hereby appoints a Board of Assessors consisting of City

Commissioners Schweifler and Benedict  
and the City Assessor who are hereby directed to prepare an assessment roll.  
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **8.39%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes Benedict, Nielsen, Schweifler, Shepherd, Sieradzki,  
Spataro, Aslakson

Nays None

CITY OF MUSKEGON

By Gail A. Kunderinger  
Gail A. Kunderinger, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **FEBRUARY 22, 2000**. 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.

CITY OF MUSKEGON

By Gail A. Kunderinger  
Gail A. Kunderinger, Clerk

EXHIBIT A

**LAKETON AVENUE, WOOD TO GETTY**

**SPECIAL ASSESSMENT DISTRICT**

All properties abutting that section of **Laketon Ave., 55.77' East of the Centerline of Wood Street to Getty Street.**

H-1510

Laketon Avenue, Wood Street to Getty Street

SPECIAL ASSESSMENT ROLL

| PARCEL             | @    |           |                   |                    |             |    |       | PAVING     | DR APP<br>/ SW | TOTAL      |
|--------------------|------|-----------|-------------------|--------------------|-------------|----|-------|------------|----------------|------------|
| 24-255-001-0029-00 | 531  | LAKETON A | ADMIRAL PETROLEUM | 13 RANDALL ST      | COOPERSVILL | MI | 49404 | \$1,896.88 | \$0.00         | \$1,896.88 |
| 24-165-000-0001-00 | 415  | LAKETON A | ARCHER HOLDINGS L | 1152 SCENIC DR     | MUSKEGON    | MI | 49445 | \$3,315.13 | \$0.00         | \$3,315.13 |
| 24-255-008-0030-00 | 0    | SUPERIOR  | BURR ARDETH M TRU | 2354 N PILLON RD   | TWIN LAKE   | MI | 49457 | \$1,896.88 | \$0.00         | \$1,896.88 |
| 24-255-008-0001-00 | 1808 | ELWOOD S  | CHILCOTE JERRY    | 1808 ELWOOD ST     | MUSKEGON    | MI | 49442 | \$1,896.88 | \$0.00         | \$1,896.88 |
| 24-129-400-0005-00 | 0    | LAKETON A | CITY OF MUSKEGON  | BETWEEN MANZ & W   |             |    |       | \$5,782.89 | \$0.00         | \$5,782.89 |
| 24-129-400-0011-00 | 0    | LAKETON A | CITY OF MUSKEGON  | BETWEEN RAY & SUP  |             |    |       | \$5,782.89 | \$0.00         | \$5,782.89 |
| 24-129-400-0012-00 | 0    | LAKETON A | CITY OF MUSKEGON  | BETWEEN GETTY & R  |             |    |       | \$5,782.89 | \$0.00         | \$5,782.89 |
| 24-129-400-0010-00 | 0    | LAKETON A | CITY OF MUSKEGON  | BTWN SUPERIOR & E  |             |    |       | \$5,782.89 | \$0.00         | \$5,782.89 |
| 24-129-400-0009-00 | 0    | LAKETON A | CITY OF MUSKEGON  | BETWEEN ELWOOD &   |             |    |       | \$5,782.89 | \$0.00         | \$5,782.89 |
| 24-129-400-0008-00 | 0    | LAKETON A | CITY OF MUSKEGON  | BETWEEN DYSON & J  |             |    |       | \$5,782.89 | \$0.00         | \$5,782.89 |
| 24-129-400-0007-00 | 0    | LAKETON A | CITY OF MUSKEGON  | BTW JARMAN & MCIL  |             |    |       | \$5,782.89 | \$0.00         | \$5,782.89 |
| 24-129-400-0006-00 | 0    | LAKETON A | CITY OF MUSKEGON  | BTWN MCILLWRAITH   |             |    |       | \$5,782.89 | \$0.00         | \$5,782.89 |
| 24-255-005-0001-00 | 631  | LAKETON A | CONTRADY JOHN     | 5720 E JEFFERSON S | MUSKEGON    | MI | 49442 | \$1,896.88 | \$0.00         | \$1,896.88 |
| 24-890-000-0056-00 | 459  | LAKETON A | DECHENEY RENEE/M  | 2673 ROBERTS ST    | MUSKEGON    | MI | 49444 | \$1,942.40 | \$0.00         | \$1,942.40 |

H-1510

Laketon Avenue, Wood Street to Getty Street

SPECIAL ASSESSMENT ROLL

| PARCEL             | @    |           |                    |                 |          |            | PAVING     | DR APP<br>/ SW | TOTAL      |
|--------------------|------|-----------|--------------------|-----------------|----------|------------|------------|----------------|------------|
| 24-165-000-0004-00 | 431  | LAKETON A | FRIENDS OF EDUCATI | PO BOX 275      | MUSKEGON | MI 49443   | \$2,003.10 | \$0.00         | \$2,003.10 |
| 24-880-000-0002-00 | 1814 | RAY ST    | GOMEZ LORENZO SR   | 1814 RAY ST.    | MUSKEGON | MI 49442   | \$1,896.88 | \$0.00         | \$1,896.88 |
| 24-255-001-0001-00 | 1808 | MCILWRAIT | HALL CARVIN SR     | 1808 MCILWRAITH | MUSKEGON | MI 49442   | \$1,896.88 | \$0.00         | \$1,896.88 |
| 24-255-005-0029-00 | 1807 | ELWOOD S  | HANIS TAMMY A      | 1807 ELWOOD     | MUSKEGON | MI 49442   | \$1,896.88 | \$0.00         | \$1,896.88 |
| 24-640-000-0001-00 | 721  | LAKETON A | HOLLY'S GREEN GAR  | 721 E LAKETON   | MUSKEGON | MI 49442   | \$5,796.85 | \$0.00         | \$5,796.85 |
| 24-255-004-0001-00 | 565  | LAKETON A | LUNDHOLM KEN W     | 858 MONA LANE   | MUSKEGON | MI 49441   | \$5,796.85 | \$0.00         | \$5,796.85 |
| 24-880-000-0027-00 | 1813 | GETTY ST  | NATIONAL OIL CO    | P.O. BOX 239    | MUSKEGON | MI 49443-0 | \$3,793.75 | \$0.00         | \$3,793.75 |
| 24-890-000-0001-00 | 473  | LAKETON A | OUR FATHERS BAPTIS | 2031 LEAHY      | MUSKEGON | MI 49444   | \$4,856.00 | \$0.00         | \$4,856.00 |
| 24-890-000-0005-00 | 473  | LAKETON A | OUR FATHERS BAPTIS | 473 E LAKETON   | MUSKEGON | MI 49442   | \$1,214.00 | \$0.00         | \$1,214.00 |

H-1510

Laketon Avenue, Wood Street to Getty Street

## SPECIAL ASSESSMENT ROLL

| PARCEL | @ | PAVING      | DR APP<br>/ SW | TOTAL       |
|--------|---|-------------|----------------|-------------|
| TOTALS |   | \$88,259.32 | \$0.00         | \$88,259.32 |

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

### BOARD OF ASSESSORS

CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION    DATE

ROBERT SCHWEIFLER    CITY COMMISSIONER    DATE

JONE BENEDICT    CITY COMMISSIONER    DATE

H-1510

Laketon Avenue, Wood Street to Getty Street

## SPECIAL ASSESSMENT CDBG ROLL

| PARCEL             | @    |          |                |                |          |          |  | PAVING     | DR APP<br>/ SW | TOTAL      |
|--------------------|------|----------|----------------|----------------|----------|----------|--|------------|----------------|------------|
| 24-255-008-0001-00 | 1808 | ELWOOD S | CHILCOTE JERRY | 1808 ELWOOD ST | MUSKEGON | MI 49442 |  | \$1,896.88 | \$0.00         | \$1,896.88 |
| TOTALS             |      |          |                |                |          |          |  | \$1,896.88 | \$0.00         | \$1,896.88 |

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

### BOARD OF ASSESSORS

\_\_\_\_\_  
CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATIO    DATE

\_\_\_\_\_  
ROBERT SCHWEIFLER    CITY COMMISSIONER    DATE

\_\_\_\_\_  
JONE BENEDICT    CITY COMMISSIONER    DATE

AGENDA ITEM NO. \_\_\_\_\_  
CITY COMMISSION MEETING November 28, 2000

**To:** Honorable Mayor and City Commissioners  
**From:** Herman Harris, Director, Civil Service/Personnel  
**DATE:** November 20, 2000  
**RE:** Extending The City's current contract with  
MANPOWER,INTERNATIONAL, INC. for temporary  
employment services (including Seasonals) for 2001.

---

SUMMARY OF REQUEST:

Request that the City Commission authorize Extension of the current contract for temporary services for the year 2001. Current contract expires December 31,2000. Extended contract will be at the same rates agreed to in 1997 except a 3% billing rate increase for Administrative Secretary (\$9.35 to \$9.63) and Account Clerk (\$8.76 to \$9.02). The City is expected to incur the costs for Drug Tests for temporary employees provided by Manpower, International (\$21.00 each).

FINANCIAL IMPACT:

Approximately \$1,800 beyond budget for drug Tests. This is the year 2000 costs which are expected to be the same for year 2001.

BUDGET ACTION REQUIRED: \$2,000 adjustment.

STAFF RECOMMENDATION: To approve this request.

231 724-6703  
FAX 722-1214

Assessor  
231 724-6708  
FAX 726-5181

Cemetery  
231 724-6783  
FAX 726-5617

Civil Service  
231 724-6716  
FAX 724-4405

Clerk  
231 724-6705  
FAX 724-4178

Comm. & Neigh.  
Services  
231 724-6717  
FAX 726-2501

Engineering  
231 724-6707  
FAX 727-6904

Finance  
231 724-6713  
FAX 724-6768

Fire Dept.  
231 724-6792  
FAX 724-6985

Income Tax  
231 724-6770  
FAX 724-6768

Info. Systems  
231 724-6744  
FAX 722-4301

Leisure Service  
231 724-6704  
FAX 724-1196

Manager's Office  
231 724-6724  
FAX 722-1214

Mayor's Office  
231 724-6701  
FAX 722-1214

Neigh. & Const.  
Services  
231 724-6715  
FAX 726-2501

Planning/Zoning  
231 724-6702  
FAX 724-6790

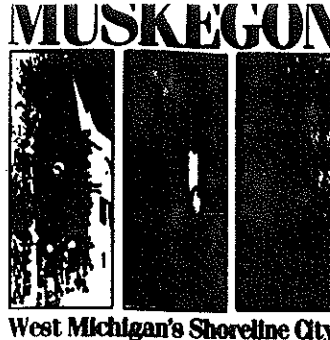
Police Dept.  
231 724-6750  
FAX 722-5140

Public Works  
231 724-4100  
FAX 722-4188

Treasurer  
231 724-6720  
FAX 724-6768

Water Billing Dept.  
231 724-6718  
FAX 724-6768

Water Filtration  
231 724-4106  
FAX 755-5290



November 17, 2000

Manpower  
Ms. Annette Jack,  
District Manager  
820 Terrace Street  
Muskegon, MI 49440

Dear Ms. Jack,

As you know, our current contract for temporary employment services, including seasonal employees expires December 31, 2000. The City of Muskegon is preparing to solicit offers for those services for a period commencing upon expiration of our contract, however we decided to explore whether or not MANPOWER would be interested in extending the current contract. If so, what billing rates do you propose?

Please advise relative to the two questions above and any other information you consider pertinent to extending our current contract for one year.

I need your reply as soon as possible.

Thank you and if I can provide any other information to assist in developing your reply, please do not hesitate in letting me know.

For The Civil Service Commissioners

Herman Harris,  
Director, Civil Service/ Personnel

**MANPOWER****RECEIVED**

NOV 20 2000

CIVIL SERVICE OFFICE

# Insurance

Issued at the  
request of:

CITY OF MUSKEGON

AON Risk Services, Inc. of Wisconsin

Two Plaza East, Suite 450  
330 East Kilbourn Avenue  
Milwaukee, Wisconsin 53202

Date: 11/01/00

Name of Insured: J.D.M. &amp; Associates, Inc. d/b/a Manpower

The undersigned insurers by their duly authorized agents hereby severally certify that the insurance referred to opposite their names is in effect.

| COVERAGES<br>For Which Insurance Is Afforded                                                                                                                | LIMITS<br>of Liability                                                                         | INSURERS                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Blanket Excess Liability<br>Policy No. 7972-2954<br>Expiration Date: 3/1/01                                                                                 | \$40,000,000 each occurrence<br>\$40,000,000 aggregate<br>Bodily Injury and<br>Property Damage | Federal Insurance Company<br>By <u>David R. Horvath</u><br>Authorized Agent          |
| Blanket Excess Liability<br>Policy No. XLA 4200176<br>Expiration Date: 3/1/01                                                                               | \$10,000,000 each occurrence<br>\$10,000,000 aggregate<br>Bodily Injury and<br>Property Damage | Allianz Insurance Company<br>By <u>David R. Horvath</u><br>Authorized Agent          |
| Bodily Injury Liability<br>Including Contractual<br>Property Damage Liability<br>Combined<br>Policy No. MP 3520-77-90<br>Expiration Date: 10/1/01           | \$5,000,000 each occurrence<br>\$5,000,000 products aggregate<br>\$5,000,000 general aggregate | Chubb Group of Insurance Companies<br>By <u>David R. Horvath</u><br>Authorized Agent |
| *Automobile Liability<br>Hired<br>Non-owned<br>Bodily Injury Liability<br>Property Damage Liability<br>Policy No. MP 3520-77-90<br>Expiration Date: 10/1/01 | \$5,000,000 each person<br>\$5,000,000 each occurrence<br>\$5,000,000 each occurrence          |                                                                                      |
| Primary Commercial<br>Blanket Bond<br>Policy No. MP 3520-77-90<br>Expiration Date: 10/1/01                                                                  | \$5,000,000 each occurrence                                                                    | Chubb Group of Insurance Companies<br>By <u>David R. Horvath</u><br>Authorized Agent |

\*Applies as secondary coverage only.  
Primary coverage is customer  
responsibility.The insurance afforded by the policies described herein  
is subject to all the terms, exclusions and conditions of  
such policies. Limits shown may have been reduced by  
paid claims.In the event of cancellation of or any reduction of limits  
in the insurance as shown herein the Insurance Company  
will give 60 days advance notice by mail to the party to  
whom this certificate is addressed at the address stated  
herein. The mailing of such notices as aforesaid shall be  
sufficient proof of notice.To: KATH POTT  
cn

Tim McClure

From: Tim Paul

Please Review + Advise

TKS  
Tim

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/01/00

## PRODUCER

Aon Risk Services Inc. of  
Two Plaza East - Suite 450  
330 E Kilbourn Ave  
Milwaukee, WI 53202-3179  
800-556-5115

RECEIVED

NOV 20 2000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A Federal Insurance Company  
COMPANY  
B Fireman's Fund Ins. Co.  
COMPANY  
C Allianz Insurance Company  
COMPANY  
D

## INSURED

J.D.M. & Associates  
dba Manpower Temporary Service  
400 S. State Street, Ste. #150  
Zeeland, MI 49464

CIVIL SERVICE OFFICE

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE                                                              | POLICY NUMBER                                               | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                    |                                  |
|--------|--------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------|-----------------------------------|-----------------------------------------------------------|----------------------------------|
| A      | GENERAL LIABILITY                                                              | MP 3520 77 90                                               | 10/01/00                         | 10/01/01                          | GENERAL AGGREGATE                                         | \$ 5,000,000                     |
|        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |                                                             |                                  |                                   | PRODUCTS - COMP/OP AGG                                    | \$ 5,000,000                     |
|        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR |                                                             |                                  |                                   | PERSONAL & ADV INJURY                                     | \$ 5,000,000                     |
|        | OWNER'S & CONTRACTOR'S PROT                                                    |                                                             |                                  |                                   | EACH OCCURRENCE                                           | \$ 5,000,000                     |
|        |                                                                                |                                                             |                                  |                                   | FIRE DAMAGE (Any one fire)                                | \$ N/A                           |
|        |                                                                                |                                                             |                                  |                                   | MED EXP (Any one person)                                  | \$ N/A                           |
|        |                                                                                |                                                             |                                  |                                   |                                                           |                                  |
| A      | AUTOMOBILE LIABILITY                                                           | MP 3520 77 90                                               | 10/01/00                         | 10/01/01                          | COMBINED SINGLE LIMIT                                     | \$ 5,000,000                     |
|        | <input type="checkbox"/> ANY AUTO                                              |                                                             |                                  |                                   | BODILY INJURY (Per person)                                | \$                               |
|        | <input type="checkbox"/> ALL OWNED AUTOS                                       |                                                             |                                  |                                   | BODILY INJURY (Per accident)                              | \$                               |
|        | <input type="checkbox"/> SCHEDULED AUTOS                                       |                                                             |                                  |                                   | PROPERTY DAMAGE                                           | \$                               |
|        | <input checked="" type="checkbox"/> HIRED AUTOS                                |                                                             |                                  |                                   |                                                           |                                  |
|        | NON-OWNED AUTOS                                                                | (EXCESS ONLY)                                               |                                  |                                   |                                                           |                                  |
|        |                                                                                |                                                             |                                  |                                   |                                                           |                                  |
|        |                                                                                |                                                             |                                  |                                   |                                                           |                                  |
|        | GARAGE LIABILITY                                                               |                                                             |                                  |                                   | AUTO ONLY - EA ACCIDENT                                   | \$                               |
|        | <input type="checkbox"/> ANY AUTO                                              |                                                             |                                  |                                   | OTHER THAN AUTO ONLY:                                     |                                  |
|        |                                                                                |                                                             |                                  |                                   | EACH ACCIDENT                                             | \$                               |
|        |                                                                                |                                                             |                                  |                                   | AGGREGATE                                                 | \$                               |
| A      | EXCESS LIABILITY                                                               | 7972 2954                                                   | 3/01/00                          | 3/01/01                           | EACH OCCURRENCE                                           | \$ 40,000,000                    |
|        | <input checked="" type="checkbox"/> UMBRELLA FORM                              |                                                             |                                  |                                   | AGGREGATE                                                 | \$ 40,000,000                    |
|        | <input type="checkbox"/> OTHER THAN UMBRELLA FORM                              |                                                             |                                  |                                   |                                                           | \$                               |
| B      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  | WP 80822519                                                 | 1/01/00                          | 1/01/01                           | <input checked="" type="checkbox"/> WC STATU- TORY LIMITS | <input type="checkbox"/> OTH- ER |
|        | EL EACH ACCIDENT                                                               |                                                             |                                  |                                   | \$ 1,000,000                                              |                                  |
|        | EL DISEASE - POLICY LIMIT                                                      |                                                             |                                  |                                   | \$ 1,000,000                                              |                                  |
|        | EL DISEASE - EA EMPLOYEE                                                       |                                                             |                                  |                                   | \$ 1,000,000                                              |                                  |
|        | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:                               | <input type="checkbox"/> INCL <input type="checkbox"/> EXCL |                                  |                                   |                                                           |                                  |
| A<br>C | OTHER                                                                          | MP 3520 77 90<br>XLA4200176                                 | 10/01/00<br>3/01/00              | 10/01/01<br>3/01/01               | \$5,000,000                                               |                                  |
|        | Comm'l Blkt Bond<br>Excess Liability                                           |                                                             |                                  |                                   | \$10,000,000                                              |                                  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

City of Muskegon  
Attn: Tim Paul  
933 Terrace Street  
Muskegon, MI 49433

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*David R. Krustin*

500010015



RECEIVED

JAN 17 2001

CIVIL SERVICE OFFICE

MANPOWER

2000-115(a)

January 2, 2001

Lee Slaughter  
Assistant City Manager  
933 Terrace Street  
Muskegon, Michigan 49440

Dear Lee:

This is to confirm the agreement between the City of Muskegon and Manpower International Inc. Both parties have agreed to extend for one year (2001) the business relationship outlined in Manpower's bid to the City certified December 2, 1997 with the modifications addressed in the letter to the City of Muskegon dated November 17, 2000. Copies of these documents are attached.

As representatives of our respective organizations, the signatures below confirm this one-year extension.

MANPOWER INTERNATIONAL INC.

CITY OF MUSKEGON

Donnette H. Jack  
signature

District Manager  
title

Greg. Nielsen  
signature

Mayor  
title

Dale A. Kunding  
signature

City Clerk  
title

### QUOTATION SUMMARY

\*\*\*\*\*  
The City of Muskegon, Michigan, is seeking bids to cover the cost of temporary employment services on an "as needed" basis from January 1, 1998, through December 31, 2000 for the following specific job classifications. (Job descriptions are included for your perusal).

| CLASSIFICATION                   | HOURLY RATE   |
|----------------------------------|---------------|
| 1. Administrative Secretary      | <u>\$9.35</u> |
| 2. Account Clerk I               | <u>\$8.76</u> |
| 3. Janitorial/Maintenance Worker | <u>\$9.39</u> |

Bids are also sought to cover the cost of classifications not listed above. Bids should be expressed as a percentage of the City's current entry level hourly rate for the classifications.

Percentage of current entry level hourly rate:

|    |                                                                                                                |               |
|----|----------------------------------------------------------------------------------------------------------------|---------------|
| A. | Where the City of Muskegon identifies an available employee to the vendor for employment in the classification | <u>129.5%</u> |
| B. | Where the vendor provides an employee through its own resources to fill the classification.                    | <u>135.9%</u> |

### QUOTATION CERTIFICATION

I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same materials, supplies, equipment, or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive quoting is a violation of State and Federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this quotation and certify that I am authorized to sign for the vendor.

VENDOR NAME Manpower Temporary Services

VENDOR ADDRESS 820 Terrace Street, Muskegon, MI 49440

SIGNATURE Annette W. Jack

SIGNER'S NAME PRINTED Annette W. Jack

DATE CERTIFIED 12/2/1997

(bidspecs1197)20hs

**RECEIVED**

JAN 17 2001

CIVIL SERVICE OFFICE



**MANPOWER®**  
TEMPORARY SERVICES

**RECEIVED**

JAN 17 2001

CIVIL SERVICE OFFICE

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of J.D.M. & ASSOCIATES, INC. d/b/a Manpower Temporary Services to recruit, hire, train, promote, transfer, pay and take all other employment actions without regard to an employee's race, color, national origin, ancestry, sex, religion, age, height, weight, marital status, physical or mental handicap and veteran status, as required by law.

This policy has been created not only to comply with existing laws and regulations, but as an expression of our own personal intentions and feelings. J.D.M. & ASSOCIATES, INC. will continue to respect, support and implement this policy on the highest priority basis.

J.D.M. & ASSOCIATES, INC.  
d/b/a Manpower Temporary Services

By: Annette W. Jack  
Annette W. Jack

Title: District Manager

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

11/26/97

PRODUCER

ACORN RISK SERVICES INC, OF WI  
TWO PLAZA EAST - SUITE 450  
330 E KILBOURN AVE  
MILWAUKEE, WI 53202-3179  
414-276-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

FEDERAL INSURANCE COMPANY

COMPANY

B

VIGILANT INSURANCE COMPANY

COMPANY

C

FIREMAN'S FUND INS. CO. OF WI

COMPANY

D

FIREMAN'S FUND INSURANCE CO.

INSURED

J.D.M. & ASSOCIATES  
DBA MANPOWER TEMPORARY SERVICE  
400 S. STATE STREET, STE. #150  
ZEELAND, MI 49464

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE                                          | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                               |
|--------|------------------------------------------------------------|----------------|----------------------------------|-----------------------------------|--------------------------------------|
|        | GENERAL LIABILITY                                          |                |                                  |                                   |                                      |
| A X    | COMMERCIAL GENERAL LIABILITY                               | MP 3520 77 90  | 10/01/97                         | 10/01/98                          | GENERAL AGGREGATE \$ *2,000,         |
|        | CLAIMS MADE X OCCUR                                        |                |                                  |                                   | PRODUCTS - COMP OP AGG \$ *1,000,    |
|        | OWNER'S & CONTRACTOR'S PROT                                |                |                                  |                                   | PERSONAL & ADV INJURY \$ *1,000,     |
|        |                                                            |                |                                  |                                   | EACH OCCURRENCE \$ *1,000,           |
|        |                                                            |                |                                  |                                   | FIRE DAMAGE (Any one fire) \$ N/A    |
|        |                                                            |                |                                  |                                   | MED EXP (Any one person) \$ N/A      |
|        |                                                            |                |                                  |                                   | COMBINED SINGLE LIMIT \$ *1,000,     |
|        |                                                            |                |                                  |                                   | BODILY INJURY (Per person) \$        |
|        |                                                            |                |                                  |                                   | BODILY INJURY (Per accident) \$      |
| A X    | NON-OWNED AUTOS                                            | MP 3520 77 90  | 10/01/97                         | 10/01/98                          | PROPERTY DAMAGE \$                   |
|        | (EXCESS ONLY)                                              |                |                                  |                                   | AUTO ONLY - EA ACCIDENT \$           |
|        |                                                            |                |                                  |                                   | OTHER THAN AUTO ONLY:                |
|        |                                                            |                |                                  |                                   | EACH ACCIDENT \$                     |
|        |                                                            |                |                                  |                                   | AGGREGATE \$                         |
|        | EXCESS LIABILITY                                           |                |                                  |                                   | EACH OCCURRENCE \$ *30,000,          |
| B X    | UMBRELLA FORM                                              | (98) 7972 2954 | 3/01/97                          | 3/01/98                           | AGGREGATE \$ *30,000,                |
|        | OTHER THAN UMBRELLA FORM                                   |                |                                  |                                   | \$                                   |
|        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY              | WP80727780     | 1/01/97                          | 1/01/98                           | WC STATUTORY LIMITS OTH-ER           |
|        | THE PROPRIETOR, PARTNERS EXECUTIVE OFFICERS ARE: INCL EXCL |                |                                  |                                   | EL EACH ACCIDENT \$ *1,000,          |
|        |                                                            |                |                                  |                                   | EL DISEASE - POLICY LIMIT \$ *1,000, |
|        |                                                            |                |                                  |                                   | EL DISEASE - EA EMPLOYEE \$ *1,000,  |
|        | OTHER                                                      |                |                                  |                                   |                                      |
| C      | EXCESS LIABILITY                                           | XXK 7424 7719  | 3/01/97                          | 3/01/98                           | *5,000,000/5,000AGG                  |
| A      | COMM'L BLKT BOND                                           | MP 3520 7790   | 10/01/97                         | 10/01/98                          | *5,000,                              |
|        |                                                            |                |                                  |                                   | *LIMITS IN 1,000'S                   |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF MUSKEGON  
933 TERRACE ST.  
PO BOX 536  
MUSKEGON, MI 49443

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Wade R. Harrison*

500010015

© ACORD CORPORATION, 1995

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Neigh. & Const.  
Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290



November 17, 2000

Manpower  
Ms. Annette Jack,  
District Manager  
820 Terrace Street  
Muskegon, MI 49440

Dear Ms. Jack,

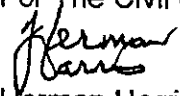
As you know, our current contract for temporary employment services, including seasonal employees expires December 31, 2000. The City of Muskegon is preparing to solicit offers for those services for a period commencing upon expiration of our contract, however we decided to explore whether or not MANPOWER would be interested in extending the current contract. If so, what billing rates do you propose?

Please advise relative to the two questions above and any other information you consider pertinent to extending our current contract for one year.

I need your reply as soon as possible.

Thank you and if I can provide any other information to assist in developing your reply, please do not hesitate in letting me know.

For The Civil Service Commissioners

  
Herman Harris,  
Director, Civil Service/ Personnel



**MANPOWER**

November 17, 2000

Herman Harris  
City of Muskegon  
933 Terrace Street  
Muskegon, Michigan 49440

Dear Herman:

Manpower International Inc. appreciates the long-term business relationship with the City of Muskegon. We welcome the opportunity to extend the contract for temporary employment services to the City of Muskegon for the year 2001.

This letter is to confirm that we are willing to honor the agreements within the current contract with one change. This change is the bill rate for two office positions listed in the current contract--Administrative Secretary and Account Clerk I. The pay rates for office temporary employees in Muskegon County have risen 9.8% since January 1998 when the current contract began. In order to maintain the quality of employees for the City by offering competitive wages, Manpower will need to increase the hourly rates for the two office positions in the contract by 3%. This will take the hourly bill rate for the Administrative Secretary from \$9.35 to \$9.63. The hourly bill rate for the Account Clerk will need to increase from \$8.76 to \$9.02.

Our bill rates include all deductions required by State and Federal legislation including employer's contributions for FICA taxes, Unemployment and Workers' Compensation, liability and fidelity bonding, as well as all other deductions and benefits paid to our temporary employees. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year.

Benefits available for Manpower International Inc. employees include medical insurance (eligibility after 30 calendar days), dental insurance, vision insurance, 401k (with a 25% company match), vacation pay, holiday pay, referral bonuses, free training programs, and more.

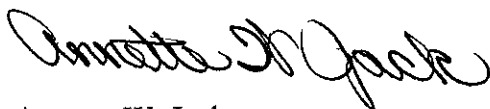
Manpower is happy to continue the hourly mark-up rates in the current contract which were applied to the seasonal workforce. In 2000, Manpower was asked to provide the seasonal workforce, which we agreed to do under the rates of the existing contract. Several additional costs are required for these employees--safety glasses, hard hats, leather gloves, rain ponchos, ear plugs, and t-shirts. We were also asked to implement a drug screen on each employee and a motor vehicle background check on many. None of these costs or requirements is included in the contract. Manpower is happy to comply

with these requests. However, because of the already narrow profit margins with this account, we find it necessary to bill the City for, at least, the negative drug tests in 2001. Our cost for the drug testing is \$21 per person, which in 2000 would have totaled approximately \$1,800.

We invite any questions you may have, and I am always available to meet to discuss these issues in person.

Again, thank you for the opportunity to extend our services to the City of Muskegon.

Sincerely,

A handwritten signature in cursive script, reading "Annette W. Jack". The signature is written in dark ink and is positioned above the printed name and title.

Annette W. Jack  
District Manager

# City of Muskegon

## JOB DESCRIPTION

TITLE: CUSTODIAN

### General Summary:

Under the supervision of a higher classified employee, performs a variety of general custodial activities in accordance with established routines and procedures or under specific direction on unusual jobs and problems in public buildings. Activities involve general cleaning, sweeping and mopping floors, washing windows and dusting furniture and other surface areas at an assigned facility. May assist the visiting public in a courteous manner providing direction and answering routine questions.

### Typical Duties:

Employees in this classification perform several of the following duties:

1. Dust mops and wet mops floors and stairways and operates vacuum to clean carpet areas. Spot cleans carpeted areas where necessary.
2. Periodically scrubs floors, strips off old wax, applies fresh wax and operates power buffer to polish floors.
3. Dusts, waxes or polishes furniture, empties ashtrays and wastepaper baskets, and cleans mirrors, glass windows and doors, replaces light bulbs and florescent fixtures. Takes wastepaper to disposal area.
4. Cleans and sanitizes drinking fountains and restrooms, replenishing supplies and filling dispensers as needed.
5. May maintain security. Secures windows and building entrances after cleaning or on a regular schedule.
6. Sweeps entrances and walkways, and picks up litter and debris.
7. Removes snow from pathways, sidewalks and parking lots, spreading salt on slippery spots where necessary.
8. Maintains inventory of cleaning supplies, informing supervision when supplies run low for re-ordering.
9. Reports unusual events and conditions, potential hazards and items in need of repair to supervisor.
10. Provides building directions to the general public.
11. Performs other duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by

Employment Qualifications:

Education: Work requires a level of knowledge of reading, writing and arithmetic below that normally attained in high school graduation.

Experience: This is an entry level classification; no specific prior experience is required. Three months break-in period.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

# City of Muskegon

## Administrative Secretary

### General Summary:

Under the supervision of a Department Director or other Administrator, performs a variety of secretarial and clerical duties in support of the department's operations. Maintains confidentiality of sensitive or personal information.

### Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Prepares and processes correspondence, records, documents, reports, statements, billings and permits. Updates references and manuals. Types, files and performs data entry.
2. Receives, screens and directs phone calls, visitors and correspondence to appropriate personnel. Provides general information regarding department operations and policies.
3. Maintains department personnel files. Updates employee changes, records leave accruals and compiles personnel information including seniority and eligibility lists. Compiles payroll information and verifies time sheets, as assigned.
4. Serves as liaison between the Department Director and other employees and/or the public. Follows up on complaints, correspondence and transactions involving deadlines and expiration dates.
5. Processes purchase orders. Verifies accuracy of information, ensures proper completion and submission of forms.
6. Orders supplies as needed.
7. Prepares meeting agendas. Compiles and distributes agenda materials. Records and transcribes meeting minutes, as necessary.
8. Schedules appointments and makes travel arrangements for Department Director and other Administrators.
9. Coordinates the work of subordinate clerical support staff.
10. Performs related work as required.

### Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Considerable knowledge of office operations, business communications and record keeping.

## Administrative Secretary, continued

- Knowledge of and experience using a variety of computer applications including word processing, spreadsheets and database software.
- Skill in organizing, maintaining and updating records and documents.
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with employees, City officials, department directors, vendors and the public.
- Ability to communicate effectively and present ideas orally and in writing.
- Ability to maintain confidentiality of sensitive and personal information.
- Ability to maintain attention to detail and work effectively under stress and changes in work priorities.
- Education requirements include an associate's degree in office administration, record keeping or related field, or equivalent. Experience requirements include two years of clerical, record keeping or related work.

### Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly is required to sit, talk or hear and use hands to finger, handle or feel. The employee frequently is required to reach with hands and arms. The employee occasionally is required to stoop, kneel or crouch. The employee frequently must lift and/or move light weight items. Specific vision abilities required by this job include close vision and may include color vision.

The noise level in the work environment is usually quiet.

# City of Muskegon

## JOB DESCRIPTION

TITLE: ACCOUNT CLERK I

### General Summary:

Under the supervision of a higher level employee, prepares statements of payments for water and sewer service, receives requests for services, provides information on account status and resolves complaints and problems. Or, performs a variety of account keeping tasks for a department involving collection of fees, posting of transactions and recording of departmental costs and payroll.

### Typical Duties:

1. In the Water and Sewer Billing Office,
  - a. Processes applications for the establishment of new water and sewer service accounts.
  - b. Updates water and sewer accounts to reflect changes in customer name or meter number.
  - c. Enters account number and meter readings from meter books.
  - d. Calculates payments for water and sewer usage, and adds fees and penalties to unpaid accounts.
  - e. As necessary, locates billing discrepancies and prepares account adjustments.
  - f. Records and relays to water and sewer crew requests to reread meters, install remote readers, repair leaks and turn service on and off. Prepares work orders.
  - g. Receives complaints and requests for information from irate or disturbed customers. Checks billing history and service records. Explains departmental practices and clarifies billings.
  - h. Operates a computer terminal to maintain or update water consumption records, customer information and payments received.
  - i. Receives and verifies billings prior to mailing, makes corrections and last-minute changes as necessary, and mails bills to customers.
2. In a departmental administrative office, performing an account keeping function,
  - a. Participates in the collection of monies due the City for taxes, services, fees and other accounts receivable, both over-the-counter and by mail. Issues receipts and posts transactions to accounts.

- b. Provides assistance, both over-the-counter and by telephone, to persons concerned about taxes, billings, payments, and departmental procedures. Provides information or refers caller to a higher level employee.
- c. Receives cash payments and makes change, as necessary.
- d. Assists in balancing daily cash receipts to bills paid. Assists in preparing daily cash receipt sheet, bank deposit and cash drawer for the following day.
- e. Posts daily receipts, warrants, and various journal entries to the ledger.
- f. Compiles and calculates data for various periodic financial reports and account records.
- g. Enters various departmental operating costs on bookkeeping machine, such as vehicle and equipment costs, purchases, warehouse orders and gasoline.
- h. Maintains special assessment records, prepares and mails statements, computes interest and posts interest and principal payments to accounts.
- i. Compiles information for biweekly departmental payroll, verifies time cards and prepares time sheets for submission to the City payroll office.
- j. Types and processes records, statements, permits and correspondence as required.
- k. May operate a two-way radio or serve as relief operator at a switchboard.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

#### Employment Qualifications:

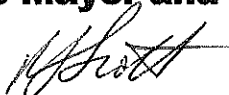
Education: Possession of a high school diploma or the equivalent, with some courses in bookkeeping and typing.

Experience: A minimum of one year of clerical experience involving account keeping activities, or the equivalent. Six month break-in period.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered

CITY OF MUSKEGON  
TEMPORARY SERVICES BIDS  
QUOTATION CONDITIONS

1. Vender must quote on this form and as requested.
2. Vender must return the entire Quotation Request intact. Vender should make a copy of the Quotation Request for his/her file.
3. All costs must be included in the hourly rates quoted on the Quotation Summary page.
4. The quotation will be in force effective January 1, 1998, through December 31, 2000.
5. If there are any questions regarding anything appearing in this Quotation Request, please contact Truman Forest, Acting Personnel/Civil Service Director at (616) 724-6716.
6. The City reserves the right to accept or reject any or all quotations, reserves all rights granted to it by law, reserves the right to waive formalities, and to take such action as it deems necessary in the best interest of the City of Muskegon.
7. The City operates on an equal opportunity/affirmative action basis in its quoting policy (Title VII of Civil Rights Act of 1964, Equal Opportunity clause, Executive Order 11246, Chapter 60, Subpart A, 60-1.4, Revised Order No. 4). Quoting is open to all interested parties, in compliance with national, state, and local laws.
8. Quotations must be sealed and marked "Temporary Employment Services Quotation: in the lower right hand corner of the envelope.
9. The vendor's name and address must appear on the outside of the envelope.
10. Quotations will be opened in the Muskegon City Clerk's office, 933 Terrace Street, Muskegon, MI 49443, at 2:00 p.m., prevailing time, Tuesday, December 2, 1997.
11. No late quotations will be accepted.
12. A Purchase Order will be issued to the successful vendor after approval by the City Commission.
13. Vendors submitting quotations will be notified of the quotation results.
14. Vendors must submit monthly invoices for services rendered. Such invoices should include a year-to-date report of hours assigned and amount billed to the City.
15. Vendor must enclose a Certificate of Insurance with this quotation showing proof of Worker's Compensation insurance and general liability insurance which names the City of Muskegon as additional insured in an amount not less than \$500,000.
16. Vendor must provide evidence of compliance with EEOC guidelines by submission of appropriate testing and selection criteria, including, if appropriate, a copy of the vendor's Affirmative Action Policy.

**Date:** December 5, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**RE:** Arena Management Contract

---

**SUMMARY OF REQUEST:**

Authorize staff to negotiate a final contract with Arena Management Group

**FINANCIAL IMPACT:**

\$667,000 in the first year

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Neigh. & Const.  
Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

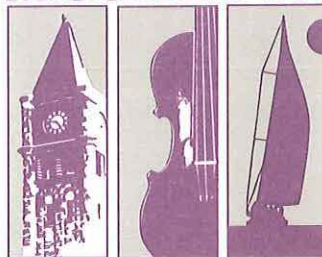
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

**Date:** December 5, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott *[Signature]*

**Re:** Arena Management Contract

On Tuesday, November 7, 2000, one proposal was received for the arena management contract. Proposals were advertised locally and sent to several management companies including the two biggest in the country. The one proposal was from the current managers, Arena Management Group.

Their first year's proposal is for no increase in the current fee paid. They would have a 3% increase to \$687,000 in the second and third years. They propose another 3% increase in the last two years to \$707,000.

They will also promote four events, and make several suggestions as to increasing revenues.

Attached also is a copy of a projected budget for the arena if the City were to manage it with City Staff. These numbers are based on current usage and a lot of guesses. I believe that we might need to pay people more than what is projected especially for a really qualified arena manager.

In reviewing the budgets, and looking at previous budgets, (the last time we operated the arena was in 1975) it became obvious to me that the expenses are not the problem, the income is. I am not convinced that any staff we hire is going to be able to cut the deficit until something changes in the concert market.

Consequently, I am recommending that you authorize staff to negotiate a final contract with Arena Management Group.

Thank you for your consideration.

# WALKER ARENA BUDGET

| PERSONEL           | SALARY     | FRINGES | TOTAL      |            |
|--------------------|------------|---------|------------|------------|
| FULL-TIME          |            |         |            |            |
| ARENA MANAGER      | \$ 50,000  | 1.4 \$  | 70,000     |            |
| SECRETARY          | \$ 20,000  | 1.4 \$  | 28,000     |            |
| OPERATIONS MANAGER | \$ 40,000  | 1.4 \$  | 56,000     |            |
| BOX OFFICE MANAGER | \$ 22,000  | 1.4 \$  | 30,800     |            |
| ASS'T BOX OFFICE   | \$ 15,000  | 1.4 \$  | 21,000     |            |
| MAINTENANCE (4)    | \$ 85,000  | 1.4 \$  | 119,000    |            |
| LS DIRECTOR        | \$ 8,200   | 1.4 \$  | 11,480     |            |
| TOTAL              | \$ 240,200 |         | \$ 336,280 | \$ 336,280 |

## PART-TIME

|             | NUMBER | HRLY RATE | HOURS | FRINGES | TOTAL      |            |
|-------------|--------|-----------|-------|---------|------------|------------|
| MAINTENANCE | 2      | \$ 8      | 1200  | 1.1     | \$ 21,120  |            |
| MAINTENANCE | 4      | \$ 7      | 900   | 1.1     | \$ 27,720  |            |
| LABORERS    | 14     | \$ 7      | 60    | 1.1     | \$ 6,468   |            |
| PARKING LOT | 6      | \$ 7      | 400   | 1.1     | \$ 17,952  |            |
| USHERS      | 45     | \$ 7      | 180   | 1.1     | \$ 62,370  |            |
| BOX OFFICE  | 9      | \$ 7      | 220   | 1.1     | \$ 15,246  |            |
| TOTAL       |        |           |       |         | \$ 150,876 | \$ 150,876 |

## OPERATING SUPPLIES

|                      |           |           |
|----------------------|-----------|-----------|
| TICKET STOCK         | \$ 8,000  |           |
| POSTAGE              | \$ 3,000  |           |
| MAINTENANCE SUPPLIES | \$ 20,000 |           |
| OFFICE SUPPLIES      | \$ 5,000  |           |
| TOTAL                | \$ 36,000 | \$ 36,000 |

## CONTRACTUAL SERVICES

|             |            |
|-------------|------------|
| GARBAGE     | \$ 4,000   |
| ELECTRIC    | \$ 100,000 |
| ADVERTIZING | \$ 5,000   |

|                   |                                 |
|-------------------|---------------------------------|
| EQUIP RENTAL      | \$ 5,000                        |
| HEAT              | \$ 50,000                       |
| WATER             | \$ 2,500                        |
| CLEANING          | \$ 40,000                       |
| SECURITY          | \$ 45,000                       |
| TELEPHONE         | \$ 12,000                       |
| INSURANCE         | \$ 12,000                       |
| EQUIPMENT REPAIRS | \$ 40,000                       |
| TOTAL             | <u>\$ 315,500    \$ 315,500</u> |

|             |            |
|-------------|------------|
| GRAND TOTAL | \$ 838,656 |
|-------------|------------|

MANAGEMENT CONTRACT

|           |            |
|-----------|------------|
| FEE       | \$ 667,000 |
| UTILITIES | \$ 152,500 |
| SALARIES  | \$ 11,480  |
| INSURANCE | \$ 12,000  |
| TOTAL     | \$ 842,980 |

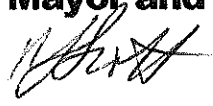
## **L.C. Walker Arena Event Days**

| <b><u>Year</u></b> | <b><u>Ticketed</u></b> | <b><u>Non-Ticketed</u></b> | <b><u>Total</u></b> |
|--------------------|------------------------|----------------------------|---------------------|
| 1995               | 57                     | 19                         | 76                  |
| 1996*              | 57                     | 7                          | 64                  |
| 1997**             | 53                     | 13                         | 66                  |
| 1998               | 52                     | 9                          | 61                  |
| 1999               | 68                     | 14                         | 82                  |
| 2000***            | 65                     | 20                         | 85                  |

\* - Phase one renovations

\*\* - Phase two renovations

\*\*\* - Includes remaining scheduled events for 2000

**Date:** December 5, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**RE:** Jalepeno's Lease Agreement

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**SUMMARY OF REQUEST:**

To approve the attached lease agreement subject to changes approved by the Manager and council for Jalepeno's and authorize the mayor and clerk to sign the agreement

**FINANCIAL IMPACT:**

Leasee shall pay the City \$856/month increasing over time.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

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Services  
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FAX/726-2501

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Finance  
231/724-6713  
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Fire Dept.  
231/724-6792  
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Income Tax  
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Info. Systems  
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Leisure Service  
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Manager's Office  
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Neigh. & Const.  
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Police Dept.  
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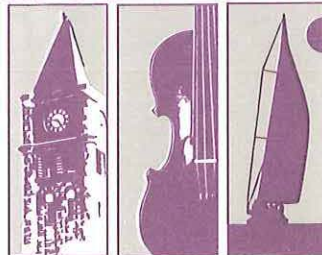
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FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

**Date:** December 5, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott 

**Re:** Jalepeno's Lease Agreement

A prospective purchaser of Jalepeno's has contacted the City to negotiate a lease agreement. The attached lease agreement has been sent to them for their consideration. This is basically the same agreement the current owners have with the City with an increase in fees.

Because the deal needs to be completed soon, we need to have it on the agenda for Tuesday. However, we do expect that there will be some changes that will be negotiated between now and Tuesday. We expect to have any changes to you by the Tuesday meeting.

Basically, it is a thirty-year deal with 4 additional five-year options. The fees increase over time. The restaurant must remain open every year between Memorial Day and Labor Day or the lease is terminated.

I would ask that you approve the attached lease agreement subject to changes approved by the City Manager and Council and that you authorize the Mayor and clerk to sign the agreement.

Thank you for your consideration.

## GROUND LEASE

THIS LEASE entered into this 1 day of March, 2001, by and between the CITY OF MUSKEGON, a municipal corporation, City Hall, 933 Terrace Street, Muskegon, Michigan 49440, hereinafter referred to as "Lessor," and PAVILION PROPERTIES, L.L.C., of 39 Campau Circle, N.W., Grand Rapids, MI 49503, hereinafter referred to as "Lessee."

1. Description and Use of Premises. Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of conducting thereon a restaurant and bar business, or such business as Lessor allows, and for no other purpose, those certain premises situate in the City of Muskegon, Muskegon County, Michigan, and more particularly described in attached Exhibit A, made a part hereof. As used herein, the term "premises" refers to the real property described in Exhibit A, exclusive of the building and fixtures. The Lessee is required to fully operate the said restaurant business on the premises continuously (daily, except for weather conditions not in the control of Lessee) during the period from Memorial Day through Labor Day of each year of every term. In addition to other events of default, failure to so operate for said periods shall be a material default and shall result in immediate termination in the year of the said failure.

2. Term. The initial term of this lease shall be for thirty (30) years commencing on January 1, 2001, and ending on December 31, 2030, provided that one hundred twenty (120) days before the end of the first term or any optional term, the Lessee delivers to Lessor a written notice of its intent to renew for any option term provided for in this lease. Option terms are made available in accordance with this paragraph, beginning the first day after the initial term, each option term to have a duration of five (5) years. A total of four (4) option terms may be available, provided Lessee complies with the requirements and covenants of this lease, and gives the notice required by this paragraph for each option term.

3. Rent. The rentals to be paid under this lease shall be as follows:

(a) During the first five (5) years of the initial term, the sum of \$10,200 per year, payable in equal monthly installments of \$856 per month.

(b) During the second five (5) years of the initial term, the sum of \$11,985 per year, payable in equal monthly installments of \$998.75 per month.

(c) During the third five (5) years of the initial term, the sum of \$14,082 per year, payable in equal monthly installments of \$1,173.50 per month.

(d) During the fourth five (5) years of the initial term, the sum of \$16,546 per year, payable in equal monthly installments of \$1,378.83 per month.

(e) During the fifth five (5) years of the initial term, the sum of \$19,441 per year, payable in equal monthly installments of \$1,620.08 per month.

(f) During the sixth five (5) years of the initial term, the sum of \$22,843 per year, payable in equal monthly installments of \$1,903.58 per month.

(g) During each option term the rent shall be that amount renegotiated by the parties. Agreement by Lessor to a rental amount shall be a condition of renewal and continuance of this lease during each of the four (4) option terms.

4. Quiet Enjoyment. Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make this lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term hereof; provided, however, Lessee does hereby specifically release Lessor of and from any claim of any kind or nature based upon the erosion of the premises herein leased or damage to the building owned by Lessee or any of the contents thereof caused by the blowing and drifting of sand or the erosion or damage of any portion of the leased premises caused by the waters of Lake Michigan.

5. Uses Prohibited. Lessee shall not use or permit the demised premises or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the demised premises are hereby leased. In addition thereto, Lessee shall not disturb, alter, add to or in any way affect the leased premises by any construction or improvement thereon without first obtaining the prior written consent of Lessor. In the event Lessee wishes to change the use of the building, it shall not do so without the consent, after written notice concerning the details of said change given by the City, which consent shall not be unreasonably withheld. The City may use in making such determination any considerations deemed by it appropriate, including but not limited to any master plans or actual uses applicable to the premises or to the surrounding area, zoning, tax considerations, or matters concerning the public health, safety and welfare.

6. Encumbrance of Lessee's Leasehold Interest. Lessee may encumber by mortgage or other proper instrument its leasehold interest and estate in the demised premises together with all buildings and improvements owned by Lessee thereon or hereafter to be placed by Lessee thereon, as security for any indebtedness of Lessee; provided, however, that the fee simple interest of Lessor shall be unaffected and unencumbered by any such security, instrument, or mortgage. The execution of any such mortgage, or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such mortgage or conveyance by Lessee as a holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or other instrument shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder. Lessor's interest in the land may not be subordinated or encumbered in any way.

If Lessee shall encumber its leasehold interest and estate in the demised premises, and if Lessee or the holder of the indebtedness secured by such encumbrance shall give notice to Lessor of the existence thereof and the address of such holder, then Lessor will mail or deliver to such holder, at such address, a duplicate copy of all notices and writings which Lessor may from time to time give or serve on Lessee under and pursuant to the terms and provisions hereof; such copies shall be made or delivered to such holder, at or near as possible to, the same time such notices are given to or served on Lessee. Such holder may, at its option, at any time before the rights of Lessee shall be terminated as provided herein, pay any of the rents due hereunder, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms hereof, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions hereof, or to prevent the termination hereof; all payments so made

and all things so done and performed by such holder shall be as effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

7. Subletting and Assignment. Lessee shall not sublet all or any part of the leased premises nor assign all or any part of this lease except as otherwise provided in this lease without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld.

8. Taxes and Assessments. Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, water and sewer charges which may be levied, assessed, charged or imposed or which would, in the event of private ownership, become a lien or charge on or against the land hereby demised, or any part thereof, the leasehold of Lessee herein, the premises described herein, any building or buildings or any other improvements now or hereafter thereon, or on or against Lessee's estate hereby created which may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this lease, during the entire term hereof. Lessee shall further pay and discharge all taxes as they may become due against Lessee by virtue of its leasing land owned by a municipality in accordance with the laws of the State of Michigan.

9. Special Assessment. Specifically and without in any way limiting the generality of paragraph 8, above, Lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for public improvements and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision.

10. Building Improvements. Concurrently with the execution of this lease Lessee shall, at Lessee's sole expense obtain a building permit from the Lessor, attaching thereto plans and specifications for improvements to the building and other appurtenances heretofore purchased from Lessor by Lessee. Such building permit and plans and specifications shall be submitted to Lessor for Lessor's written approval and shall comply with all of Lessor's building, construction and fire codes. Upon issuance of the building permit, Lessee shall forthwith construct and install such improvements in accordance with the building permit, plans and specifications.

11. Parking. In addition to the demised premises, Lessor does hereby lease to Lessee, during the term of this lease, the "parking lot" located across the public roadway from the demised premises; provided, however, that Lessee shall obtain, assume and pay the entire cost of repair, maintenance, and sand and snow removal of said parking lot throughout each term of this lease.

12. Utilities. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of any kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

13. Indemnification of Lessor.

(a) Lessor shall not be liable to Lessee or to any other person in or about the premises for any loss, damage or injury sustained by them.

(b) Lessee covenants and agrees to pay all claims, costs and expenses and assume all liabilities of any kind or nature arising out of or in any way connected with the construction of the improvements and covenants and agrees that it will indemnify and hold harmless Lessor from all claims, costs and expenses (including attorneys' fees) alleged to have occurred to persons or property arising from such construction.

(c) Lessee agrees to indemnify and save harmless Lessor against and from any and all claims, costs and expenses (including attorneys' fees) by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of the business conducted on the premises (which for purposes of this paragraph 13 shall include the parking lot), or from the condition of the premises or from any work or thing done by Lessee or its sublessees, and any person other than Lessor and agents of Lessor in or about the premises and will further indemnify and save Lessor harmless against and from any and all claims, costs and expenses (including attorneys' fees) arising during the term of this lease from any breach or default on the part of Lessee to be performed pursuant to Lessee, or any of its agents, contractors, servants, employees or licensees or sublicensees or any other person other than Lessor and agents of Lessor in or about the premises. This agreement to save harmless and indemnify Lessor shall extend to all forms of liability, including but not limited to liability, if any, arising from the presence of or serving of intoxicating beverages on the premises, and all other forms of liability. In case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants at the expense of Lessee, to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor. Lessee shall not suffer or give cause for the filing of any liens, claims security interests or encumbrances of any kind or nature against the premises, except for liens which arise because of bona fide disputes between the Lessee and any contractor or subcontractor, in which case said liens shall be bonded, and in any event Lessee agrees that any lien claims will be satisfied prior to execution of any judgment. The provisions of this section (c) shall not apply to damage, injury or death resulting from the acts of negligence of Lessor.

(d) Lessee shall, during the entire term hereof, at its sole cost and expense, keep in full force and effect a policy of public liability insurance with respect to the premises and the business operated by Lessee in which both Lessor and Lessee shall be named as parties covered thereby in which the limits of liability shall not be less than \$3,000,000 for injury to any one person and \$3,000,000 as to any one accident, \$1,000,000 to property damage, \$1,000,000 for automobile liability. Such insurance shall be with a company acceptable to Lessor, and shall name Lessor and Lessee as insureds. Lessee shall furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the term hereof. Such insurance shall be noncancellable without thirty (30) days' written notice to Lessor. To the extent there are increases in the Consumers Price Index (all items), for the United States published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), the foregoing insurance policy limitations of liability shall be commensurately increased. In addition, Lessor shall be named as an additional insured on all other forms of liability insurance policies including those pertaining to the sale or presence of alcoholic beverages on the premises.

The presence of the Lessor as an additional insured shall not give rise to any separate liability of Lessor.

14. Termination. At the termination of this lease for any reason, any building, fixtures and other appurtenances situate on the demised premises shall become the property of Lessor. Notwithstanding, Lessee may remove said building and fixtures from the demised premises if Lessee provides Lessor, no later than thirty (30) days after termination and Lessor's notice thereof, whichever is later, with a written notice of Lessee's intention to remove said building, appurtenances and fixtures within ninety (90) days from the date the Lessee's notice is delivered and, concurrently therewith, shall provide Lessor with a performance bond with surety satisfactory to Lessor naming Lessor as obligee thereunder, the condition of which bond shall be such removal of the entire building, appurtenances and fixtures from the demised premises in full and complete accordance with applicable City codes and regulations, including but not limited to the requirement that any hole or excavation caused by the removal of the building shall be filled with Lake Michigan sand by Lessee at a level equal to the earth level of lands adjacent to and northerly and southerly of the demised premises. In the event Lessee shall default in timely delivering the notice of intent to remove as above set forth and in delivering the required performance bond, any building, fixtures or other appurtenances in existence upon the demised premises on the date of termination shall remain the property of Lessor.

15. Liens. Lessee shall not suffer or permit any mechanic's and/or construction liens to be filed or exist against the premises or any part thereof, by reason of work, labor, service or materials supplied or claimed to have been supplied to Lessee or its agents, contractors, subcontractors and subtenants. If any such mechanic's liens shall at any time be filed, Lessee shall, within ten (10) business days after notice of the filing thereof, or such shorter grace period as may be applicable, cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise. Lessee shall have the right to contest the validity of the amount of any such lien by appropriate proceedings timely instituted, provided that Lessee: (i) gives Lessor written notice of its intention to do so; (ii) diligently prosecutes any such contest; and, (iii) if requested by Lessor, furnishes a bond in cash or surety, whichever shall be acceptable to Lessor, in an amount equal to the amount of the lien as claimed, and Lessee shall not be in default hereunder for failure to pay or discharge any such lien so long as it is contesting the same as aforesaid. Lessee shall observe and comply with any and all requirements under the applicable Michigan lien laws.

Lessee shall indemnify and save harmless Lessor and its officers, trustees, elected officials, members, agents, employees, guests and invitees from and against any and all claims, costs and expenses (including attorneys' fees) which may be imposed upon, incurred by or asserted against Lessor by reason of any act or omission of such contractor or its personnel, employees, agents or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to persons, or damage to or destruction of tangible property including the loss of use thereof. The written indemnification by such contractor shall be delivered to Lessor prior to the commencement of any work on the premises and shall contain the agreement of such contractor, at its sole cost and expense, to resist and defend any actions or proceedings brought against Lessor by reason of any such claim upon the request of Lessor.

16. Bankruptcy. If, after the commencement of the term of this lease, the Lessee shall: (i) be adjudicated bankrupt or adjudged to be insolvent pursuant to the provisions of any

state or federal insolvency or bankruptcy law, or file under any chapter of the federal bankruptcy laws; (ii) a receiver or trustee of the property and affairs of Lessee shall be appointed; (iii) any assignment shall be made of Lessee's property for the benefit of creditors or if a petition shall be filed by or against Lessee seeking to have Lessee adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law and such petition shall not be withdrawn and the proceedings dismissed within ninety (90) days after the filing of the petition; or, (iv) any execution or attachment shall be issued against Lessee or any of Lessee's property, whereby the premises (including any improvements thereon) shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee then and in any of such events, Lessor may terminate this lease by written notice to Lessee; provided, however, if the order of court creating any of such disabilities shall not be final by reason of pendency of such proceedings, or appeal from such order, or if the petition shall not have been withdrawn or the proceedings dismissed within ninety (90) days after the filing of the petition, then Lessor shall not have the right to terminate this lease so long as Lessee performs its obligations hereunder. If, as a matter of law, Lessor has no right on the bankruptcy of Lessee to terminate this lease, then, if Lessee, as debtor, or its trustee wishes to assume this lease, in addition to curing or adequately assuring the cure of all defaults existing under this lease on Lessee's part on the date of filing of the proceeding (such assurances being defined below), Lessee, as debtor, or the trustee must also furnish adequate assurances of future performance under this lease (as defined below). Adequate assurance of curing defaults means the posting with landlord of a sum in cash sufficient to defray the cost of such a cure. Adequate assurance of future performance under this lease means posting a deposit equal to one (1) year's rent, including all other charges payable by Lessee hereunder, and that its use of the premises will comply with the terms hereof. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor or trustee must assume this lease or assign it within one hundred twenty (120) days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this lease.

17. Default. In the event of any breach of this lease by Lessee, Lessor in addition to the other rights and remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, except to the extent any property is forfeited to Lessor under the terms of this lease. Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may either terminate this lease or it may, from time to time, without terminating this lease, relet the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and on such other terms and conditions as Lessor in the sole discretion of Lessor may deem advisable with the right to make alterations and repairs to the demised premises.

18. Notice of Default. Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as herein required or in the furnishing of any bond or insurance policy when required hereto unless Lessor shall first give to Lessee thirty (30) days written notice of such default and Lessee fails to cure such default with the said thirty (30) days. For violation of any other agreements, conditions or covenants set forth in this lease, Lessee shall not be deemed to be in default hereunder unless Lessor shall first give to Lessee thirty (30) days written notice of such default and Lessee fails to cure such default within such thirty (30) day period, or, if the default is of such a nature that it cannot be cured within thirty

(30) days, or if Lessee fails to commence to cure such default within such period of thirty (30) days, or fails thereafter to proceed to curing of such default with all possible diligence.

19. Waiver. The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any terms, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

20. Holding Over. Any holding over after the expiration of the term of this lease, with consent of Lessor, shall be construed to be a tenancy from month to month, at the same monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

21. Time of the Essence. Time is of the essence in this lease, and of each and every covenant, term, condition, and provision hereof.

22. Binding Effect. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, personal representatives and assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease at Muskegon, Michigan, to be effective the day and year first above written.

CITY OF MUSKEGON

Date signed: February 28, 2001

By Fred J. Nielsen  
Fred J. Nielsen, Mayor

By Gail A. Kunderger  
Gail A. Kunderger, Clerk

Date signed: March 1, 2001

PAVILION PROPERTIES, L.L.C.

By Perry Mellema  
Perry Mellema, Its Manager

EXHIBIT A

(City of Muskegon/Pavilion Properties, LLC Ground Lease)

That piece or parcel of land situate immediately beneath the existing pavilion together with an additional parcel of land surrounding and immediately adjacent to said existing pavilion 15 feet in depth and together with the entrances to, exits from and appurtenances to said existing pavilion building all situate on the following described premises:

That portion of Block 739 of the City of Muskegon, Muskegon County, Michigan, according to the revised plat of 1903, described as follows: project the North line of Indiana Avenue Southwesterly to the Westerly line of the Westerly Beach Street oval, thence Northwesterly 160 feet more or less along the Westerly line of the Westerly Beach Street oval to a point of beginning, which is 30 feet South of the Northeasterly projected South line of the existing pavilion building, thence Northwesterly 180 feet more or less along the Westerly line of the Westerly Beach Street oval to a point 50 feet North of the Northeasterly projected North line of the existing pavilion building, thence Southwesterly and at right angles to the Westerly line of the Westerly Beach Street oval 105 feet and 50 feet Westerly of the projected West line of the existing pavilion building, thence Southeasterly and parallel to the Westerly line of the Westerly Beach Street oval 180 feet, thence Northeasterly 105 feet to point of beginning, being a rectangular parcel 105 feet by 180 feet.

**Date:** December 12, 1999

**To:** Honorable Mayor and City Commissioners

**From:** Finance Director

**RE:** 2001 User Fee Update

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**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 2001 are highlighted on the spreadsheet included with the resolution and include the following:

- A series of new fees for property owners participating in the voluntary early-notification program for grass, trash, and lot cleanup violations ;
- Increases in certain cemetery fee categories;
- Building permit fee increases in accordance with the uniform building code;
- Increases in parking fees for the Clay street ramp;
- New fee for private, for-profit companies wishing to use City Hall meeting rooms;
- Increases and/or adjustments to various Engineering, Marina, and Recreation fees.

**FINANCIAL IMPACT:** Increased revenue for fee supported activities.

**BUDGET ACTION REQUIRED:** None at this time. Adoption of the 2001 Master Fee Resolution will help the city attain its 2001 budgeted revenue estimates.

**STAFF RECOMMENDATION:** Approval.

**COMMITTEE RECOMMENDATION:** None.

**City of Muskegon**

**RESOLUTION  
2000-116(c)**

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 7  
Nays 0

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CITY OF MUSKEGON

Gail Kunding Gail Kunding, Clerk

**CERTIFICATE**

This Resolution was adopted at a meeting of the City Commission of the City of Muskegon, held on December 12, 2000. 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 Kunding  
Gail Kunding, Clerk

CITY OF MUSKEGON  
Master Fee Resolution - Schedule of Fees  
(Effective 1/1/2001)

| DEPT | DESCRIPTION | UNIT                                                   | 1997<br>FEE       | 1998<br>FEE | 1999<br>FEE | 2000<br>FEE | 2001<br>FEE | DEPARTMENT<br>COMMENTS | %<br>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    | 1,275.00    | 1,275.00               |                               |
| 6    | CEMETERIES  | CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B) NR *       | EACH              | 1,585.00    | 1,585.00    | 1,585.00    | 1,585.00    | 1,585.00               |                               |
| 7    | CEMETERIES  | CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F)            | EACH              | 1,460.00    | 1,460.00    | 1,460.00    | 1,460.00    | 1,460.00               |                               |
| 8    | CEMETERIES  | CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F) NR *       | EACH              | 1,815.00    | 1,815.00    | 1,815.00    | 1,815.00    | 1,815.00               |                               |
| 9    | CEMETERIES  | CEMETERIES GRAVE PRICES (EVERGREEN)                    | ONE GRAVE         | 600.00      | 600.00      | 600.00      | 600.00      | 600.00                 |                               |
| 10   | CEMETERIES  | CEMETERIES GRAVE PRICES (EVERGREEN)                    | TWO GRAVES        | 1,150.00    | 1,150.00    | 1,150.00    | 1,150.00    | 1,150.00               |                               |
| 11   | CEMETERIES  | CEMETERIES GRAVE PRICES (EVERGREEN) NR *               | TWO GRAVES        | 1,450.00    | 1,450.00    | 1,450.00    | 1,450.00    | 1,450.00               |                               |
| 12   | CEMETERIES  | CEMETERIES GRAVE PRICES (EVERGREEN) NR *               | ONE GRAVE         | 750.00      | 750.00      | 750.00      | 750.00      | 750.00                 |                               |
| 13   | CEMETERIES  | CEMETERIES GRAVE PRICES (LAKESIDE)                     | ONE GRAVE         | 600.00      | 600.00      | 600.00      | 600.00      | 600.00                 |                               |
| 14   | CEMETERIES  | CEMETERIES GRAVE PRICES (LAKESIDE)                     | TWO GRAVES        | 1,150.00    | 1,150.00    | 1,150.00    | 1,150.00    | 1,150.00               |                               |
| 15   | CEMETERIES  | CEMETERIES GRAVE PRICES (LAKESIDE) NR *                | ONE GRAVE         | 750.00      | 750.00      | 750.00      | 750.00      | 750.00                 |                               |
| 16   | CEMETERIES  | CEMETERIES GRAVE PRICES (LAKESIDE) NR *                | TWO GRAVES        | 1,450.00    | 1,450.00    | 1,450.00    | 1,450.00    | 1,450.00               |                               |
| 17   | CEMETERIES  | CEMETERIES GRAVE PRICES (OAKWOOD)                      | ONE GRAVE         | 600.00      | 600.00      | 600.00      | 600.00      | 600.00                 |                               |
| 18   | CEMETERIES  | CEMETERIES GRAVE PRICES (OAKWOOD)                      | TWO GRAVES        | 1,150.00    | 1,150.00    | 1,150.00    | 1,150.00    | 1,150.00               |                               |
| 19   | CEMETERIES  | CEMETERIES GRAVE PRICES (OAKWOOD) NR *                 | TWO GRAVES        | 1,450.00    | 1,450.00    | 1,450.00    | 1,450.00    | 1,450.00               |                               |
| 20   | CEMETERIES  | CEMETERIES GRAVE PRICES (OAKWOOD) NR *                 | ONE GRAVE         | 750.00      | 750.00      | 750.00      | 750.00      | 750.00                 |                               |
| 21   | CEMETERIES  | CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)        | ONE GRAVE         | 550.00      | 550.00      | 550.00      | 550.00      | 550.00                 |                               |
| 22   | CEMETERIES  | CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)        | TWO GRAVES        | 1,024.00    | 1,024.00    | 1,024.00    | 1,024.00    | 1,024.00               |                               |
| 23   | CEMETERIES  | CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *   | ONE GRAVE         | 650.00      | 650.00      | 650.00      | 650.00      | 650.00                 |                               |
| 24   | CEMETERIES  | CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *   | TWO GRAVES        | 1,290.00    | 1,290.00    | 1,290.00    | 1,290.00    | 1,290.00               |                               |
| 25   | CEMETERIES  | CEMETERIES OPENING (1/2 GRAVE W/CHAPEL)                | EACH              | 180.00      | 180.00      | 180.00      | 180.00      | 200.00                 | 11.11%                        |
| 26   | CEMETERIES  | CEMETERIES OPENING (1/2 GRAVE W/CHAPEL) NR             | EACH              | 230.00      | 230.00      | 230.00      | 230.00      | 250.00                 | 8.70%                         |
| 27   | CEMETERIES  | CEMETERIES OPENING (CREMATION)                         | EACH              | 200.00      | 200.00      | 200.00      | 200.00      | 220.00                 | 10.00%                        |
| 28   | CEMETERIES  | CEMETERIES OPENING (CREMATION) NR                      | EACH              | 250.00      | 250.00      | 250.00      | 250.00      | 270.00                 | 8.00%                         |
| 29   | CEMETERIES  | CEMETERIES OPENING (CREMATION, GRASS, CHAIRS)          | EACH              | 250.00      | 250.00      | 250.00      | 250.00      | 270.00                 | 8.00%                         |
| 30   | CEMETERIES  | CEMETERIES OPENING (CREMATION, GRASS, CHAIRS) NR       | EACH              | 300.00      | 300.00      | 300.00      | 300.00      | 320.00                 | 6.67%                         |
| 31   | CEMETERIES  | CEMETERIES OPENING (CREMATION, TENT, GRASS, CHAIRS)    | EACH              | 275.00      | 275.00      | 275.00      | 275.00      | 300.00                 | 9.09%                         |
| 32   | CEMETERIES  | CEMETERIES OPENING (CREMATION, TENT, GRASS, CHAIRS) NR | EACH              | 325.00      | 325.00      | 325.00      | 325.00      | 350.00                 | 7.69%                         |
| 33   | CEMETERIES  | CEMETERIES SECOND CREMATIONS (OPEN GRAVESITE)          | EACH              | 0.00        | 0.00        | 0.00        | 50.00       | 80.00                  |                               |
| 34   | CEMETERIES  | CEMETERIES OPENING (DEVICE)                            | EACH              | 400.00      | 400.00      | 400.00      | 400.00      | 425.00                 | 6.25%                         |
| 35   | CEMETERIES  | CEMETERIES OPENING (DEVICE) NR                         | EACH              | 500.00      | 500.00      | 500.00      | 500.00      | 525.00                 | 5.00%                         |
| 36   | CEMETERIES  | CEMETERIES OPENING (SET UP AT GRAVE)                   | EACH              | 425.00      | 425.00      | 425.00      | 425.00      | 450.00                 | 5.88%                         |
| 37   | CEMETERIES  | CEMETERIES OPENING (SET UP AT GRAVE) NR                | EACH              | 525.00      | 525.00      | 525.00      | 525.00      | 550.00                 | 4.76%                         |
| 38   | CEMETERIES  | CEMETERIES OPENING (STILLBORN IN BABYLAND)             | EACH              | 105.00      | 105.00      | 105.00      | 105.00      | 125.00                 | 19.05%                        |
| 39   | CEMETERIES  | CEMETERIES OPENING (STILLBORN IN BABYLAND) NR          | EACH              | 125.00      | 125.00      | 125.00      | 125.00      | 150.00                 | 20.00%                        |
| 40   | CEMETERIES  | CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)         | EACH              | 200.00      | 200.00      | 200.00      | 200.00      | 225.00                 | 12.50%                        |
| 41   | CEMETERIES  | CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR      | EACH              | 250.00      | 250.00      | 250.00      | 250.00      | 275.00                 | 10.00%                        |
| 42   | CEMETERIES  | CEMETERIES OPENING (TENT AT GRAVE)                     | EACH              | 450.00      | 450.00      | 450.00      | 450.00      | 500.00                 | 11.11%                        |
| 43   | CEMETERIES  | CEMETERIES OPENING (TENT AT GRAVE) NR                  | EACH              | 550.00      | 550.00      | 550.00      | 550.00      | 600.00                 | 9.09%                         |
| 44   | CEMETERIES  | CEMETERIES OVERTIME (MON-SAT AFTER 2:30PM)             | EACH              | 150.00      | 150.00      | 150.00      | 150.00      | 150.00                 |                               |
| 45   | CEMETERIES  | CEMETERIES OVERTIME (MON-SAT AFTER 2:30PM) NR          | EACH              | 150.00      | 150.00      | 150.00      | 150.00      | 150.00                 |                               |
| 46   | CEMETERIES  | CEMETERIES OVERTIME (SATURDAYS & HOLIDAYS)             | EACH              | 250.00      | 250.00      | 250.00      | 250.00      | 250.00                 |                               |
| 47   | CEMETERIES  | CEMETERIES OVERTIME (SATURDAYS & HOLIDAYS) NR          | EACH              | 250.00      | 250.00      | 250.00      | 250.00      | 250.00                 |                               |
| 48   | CEMETERIES  | CEMETERIES OVERTIME (SUNDAYS)                          | EACH              | 0.00        | 0.00        | 0.00        | 375.00      | 375.00                 |                               |
| 49   | CEMETERIES  | CEMETERIES NICHES (2 UPPER ROWS)                       | EACH              | 0.00        | 0.00        | 0.00        | 1,325.00    | 1,325.00               |                               |
| 50   | CEMETERIES  | CEMETERIES NICHES (2 UPPER ROWS) NR                    | EACH              | 0.00        | 0.00        | 0.00        | 1,525.00    | 1,525.00               |                               |
| 51   | CEMETERIES  | CEMETERIES NICHES (2 LOWER ROWS)                       | EACH              | 0.00        | 0.00        | 0.00        | 1,275.00    | 1,275.00               |                               |
| 52   | CEMETERIES  | CEMETERIES NICHES (2 LOWER ROWS) NR                    | EACH              | 0.00        | 0.00        | 0.00        | 1,475.00    | 1,475.00               |                               |
| 53   | CEMETERIES  | CEMETERIES NICHES (OPEN/CLOSING)                       | EACH              | 0.00        | 0.00        | 0.00        | 125.00      | 125.00                 |                               |
| 54   | CEMETERIES  | CEMETERIES NICHES (OPEN/CLOSING) NR                    | EACH              | 0.00        | 0.00        | 0.00        | 175.00      | 175.00                 |                               |
| 55   | CEMETERIES  | CEMETERIES PRICES (1/2 GRAVE-ALL CEMETERIES)           | EACH              | 300.00      | 300.00      | 300.00      | 300.00      | 350.00                 | 16.67%                        |
| 56   | CEMETERIES  | CEMETERIES PRICES (1/2 GRAVE-ALL CEMETERIES) NR *      | EACH              | 400.00      | 400.00      | 400.00      | 400.00      | 450.00                 | 12.50%                        |
| 57   | CEMETERIES  | CEMETERIES SERVICE                                     | PER SQUARE INCH   | 0.35        | 0.35        | 0.35        | 0.35        | 0.40                   | 14.29%                        |
| 58   | CEMETERIES  | CEMETERIES SERVICE (GOVERNMENT MARKERS)                | EACH              | 50.00       | 50.00       | 50.00       | 50.00       | 70.00                  | 40.00%                        |
| 59   | CEMETERIES  | CEMETERIES SERVICE (MARKERS MINIMUM)                   | EACH              | 55.00       | 55.00       | 55.00       | 55.00       | 55.00                  |                               |
| 60   | CEMETERIES  | CEMETERIES SERVICE (MAUSOLEUM VASES)                   | EACH              | 55.00       | 55.00       | 75.00       | 75.00       | 75.00                  |                               |
| 61   | CEMETERIES  | CEMETERIES SERVICE (PRE-NEED HANDLING CHARGE)          | EACH              | 10.00       | 10.00       | 10.00       | 10.00       | 10.00                  |                               |
| 62   | CEMETERIES  | CEMETERIES SERVICE (SMALL VASES) RESTLAWN              | EACH              | 5.00        | 5.00        | 30.00       | 30.00       | 30.00                  |                               |
| 63   | CEMETERIES  | ENTOMBMENT - EVERGREEN MAUSOLEUM                       | EACH              | 150.00      | 150.00      | 150.00      | 150.00      | 150.00                 |                               |
| 64   | CEMETERIES  | ENTOMBMENT NR - EVERGREEN MAUSOLEUM                    | EACH              | 200.00      | 200.00      | 200.00      | 200.00      | 200.00                 |                               |

CITY OF MUSKEGON  
Master Fee Resolution - Schedule of Fees  
(Effective 1/1/2001)

| DEPT | DESCRIPTION | UNIT                                                       | 1997<br>FEE        | 1998<br>FEE | 1999<br>FEE | 2000<br>FEE | 2001<br>FEE | DEPARTMENT<br>COMMENTS | %<br>CHANGE                                                                                                           |
|------|-------------|------------------------------------------------------------|--------------------|-------------|-------------|-------------|-------------|------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 65   | CEMETERIES  | OPENING (SEAL VAULT LID)                                   | EACH               | 32.00       | 32.00       | 32.00       | 32.00       |                        |                                                                                                                       |
| 66   | CEMETERIES  | PERPETUAL CARE - OAKWOOD, EVERGREEN, & LAKESIDE            | EACH               | 287.50      | 287.50      | 300.00      | 300.00      |                        |                                                                                                                       |
| 67   | CEMETERIES  | PERPETUAL CARE - RESTLAWN                                  | EACH               | 256.00      | 256.00      | 275.00      | 275.00      |                        |                                                                                                                       |
| 68   | CEMETERIES  | TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE                   | EACH               | 10.00       | 10.00       | 10.00       | 10.00       |                        |                                                                                                                       |
| 69   | CLERK       | ADDRESS LABELS - VOTER REGISTRATION                        | EACH               | 0.05        | 0.05        | 0.05        | 0.05        |                        |                                                                                                                       |
| 70   | CLERK       | BUSINESS REGISTRATION                                      | EACH               | 0.00        | 0.00        | 25.00       | 25.00       |                        |                                                                                                                       |
| 71   | CLERK       | BUSINESS TRANSIENT                                         | PER DAY            | 0.00        | 0.00        | 25.00       | 25.00       |                        |                                                                                                                       |
| 72   | CLERK       | BUSINESS PEDDLER                                           | PER DAY            | 0.00        | 0.00        | 10.00       | 10.00       |                        |                                                                                                                       |
| 73   | CLERK       | BUSINESS AUCTIONEER (INDIVIDUAL EVENT)                     | PER EVENT          | 0.00        | 0.00        | 10.00       | 10.00       |                        |                                                                                                                       |
| 74   | CLERK       | BUSINESS AUCTIONEER (REGULAR)                              | PER YEAR           | 0.00        | 0.00        | 100.00      | 100.00      |                        |                                                                                                                       |
| 75   | CLERK       | BUSINESS COMMERCIAL GARBAGE HAULER                         | PER YEAR           | 0.00        | 0.00        | 100.00      | 100.00      |                        |                                                                                                                       |
| 76   | CLERK       | BUSINESS DANCE HALL (INDIVIDUAL EVENT)                     | PER EVENT          | 0.00        | 0.00        | 10.00       | 10.00       |                        |                                                                                                                       |
| 77   | CLERK       | BUSINESS DANCE HALL (REGULAR)                              | PER YEAR           | 0.00        | 0.00        | 100.00      | 100.00      |                        |                                                                                                                       |
| 78   | CLERK       | CITY HALL CONFERENCE ROOM RENTAL                           | PER HOUR           | 0.00        | 0.00        | 0.00        | 0.00        | 25.00                  | CHARGED TO LAW FIRMS AND OTHER FOR PROFIT<br>ORGANIZATIONS WISHING TO USE FACILITIES FOR<br>NON-CITY RELATED BUSINESS |
| 79   | CLERK       | ENCROACHMENT PERMIT APPLICATION FEE                        | EACH               | 100.00      | 100.00      | 100.00      | 100.00      | 100.00                 | ***NEW FEE***                                                                                                         |
| 80   | CLERK       | ENCROACHMENT PERMIT CERTIFICATE FEE                        | EACH               | 25.00       | 25.00       | 25.00       | 25.00       | 25.00                  |                                                                                                                       |
| 81   | CLERK       | ENCROACHMENT/RENTAL FEE (BUS BENCHES)                      | PER BENCH/PERMONTH | 5.00        | 5.00        | 5.00        | 5.00        | 5.00                   |                                                                                                                       |
| 82   | CLERK       | LIQUOR LICENSE RENEWAL                                     | EACH               | 0.00        | 0.00        | 0.00        | 100.00      | 100.00                 |                                                                                                                       |
| 83   | CLERK       | LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION           | EACH               | 0.00        | 0.00        | 0.00        | 250.00      | 250.00                 |                                                                                                                       |
| 84   | CLERK       | LIQUOR LICENSE NEW CLASS C LICENSE                         | EACH               | 0.00        | 0.00        | 0.00        | 750.00      | 750.00                 | IF LICENSE AVAILABLE                                                                                                  |
| 85   | CLERK       | LIQUOR LICENSE NEW SDD OR SDM                              | EACH               | 0.00        | 0.00        | 0.00        | 200.00      | 200.00                 |                                                                                                                       |
| 86   | CLERK       | LIQUOR LICENSE (SPECIAL EVENT) APPLICATION FEE             | EACH               | 0.00        | 0.00        | 0.00        | 100.00      | 100.00                 |                                                                                                                       |
| 87   | CLERK       | ORDINANCE BOOK                                             | EACH               | 75.00       | 75.00       | 75.00       | 250.00      | 250.00                 |                                                                                                                       |
| 88   | CLERK       | ORDINANCE BOOK ON CD-ROM                                   | EACH               | 0.00        | 0.00        | 0.00        | 250.00      | 250.00                 |                                                                                                                       |
| 89   | CLERK       | ORDINANCE BOOK SUBSCRIPTION SERVICE (BI-ANNUAL UPDATES)    | PER YEAR           | 0.00        | 0.00        | 0.00        | 50.00       | 50.00                  | IN ADDITION TO BASE FEE                                                                                               |
| 90   | CLERK       | PRECINCT MAPS                                              | EACH               | 7.50        | 7.50        | 7.50        | 7.50        | 7.50                   |                                                                                                                       |
| 91   | CLERK       | PUBLIC NOTARY FEE                                          | EACH               | 1.00        | 1.00        | 1.00        | 1.00        | 1.00                   |                                                                                                                       |
| 92   | CLERK       | TAXI CAB COMPANY                                           | PER CAB            | 0.00        | 0.00        | 25.00       | 25.00       | 25.00                  |                                                                                                                       |
| 93   | CLERK       | TAXI CAB LICENSE PHOTO FEE                                 | EACH               | 5.00        | 5.00        | 5.00        | 5.00        | 5.00                   |                                                                                                                       |
| 94   | CLERK       | VOTER HISTORY - ON DISK                                    | EACH               | 50.00       | 50.00       | 50.00       | 50.00       | 50.00                  |                                                                                                                       |
| 95   | CLERK       | VOTER REGISTRATION - HARDCOPY LIST                         | EACH               | 0.01        | 0.01        | 0.01        | 0.01        | 0.01                   |                                                                                                                       |
| 96   | CNS         | MORTGAGE REFINANCE FEE                                     | EACH               | 600.00      | 600.00      | 50.00       | 50.00       | 50.00                  |                                                                                                                       |
| 97   | CNS         | REHAB LOAN APPLICATION FEE                                 | EACH               | 200.00      | 200.00      | 200.00      | 200.00      | 200.00                 |                                                                                                                       |
| 98   | CNS         | RENTAL REHAB APPLICATION FEE FEE                           | PER LOAN           | 100.00      | 100.00      | 100.00      | 100.00      | 100.00                 |                                                                                                                       |
| 99   | DPW         | ADDITIONAL GARBAGE SERVICE (1 TONER)                       | PER MONTH          | 6.00        | 10.00       | 10.00       | 10.00       | 10.00                  |                                                                                                                       |
| 100  | DPW         | APPLIANCE STICKER                                          | EACH               | 25.00       | 25.00       | 25.00       | 25.00       | 25.00                  |                                                                                                                       |
| 101  | DPW         | GARBAGE CART REPLACEMENT                                   | EACH               | 50.00       | 50.00       | 50.00       | 50.00       | 50.00                  |                                                                                                                       |
| 102  | DPW         | GARBAGE RECYCLING BIN                                      | EACH               | 5.00        | 5.00        | 5.00        | 5.00        | 5.00                   |                                                                                                                       |
| 103  | DPW         | GARBAGE SERVICE - SMALL BUSINESS                           | PER MONTH          | 6.00        | 6.00        | 10.00       | 10.00       | 10.00                  | INCLUDES CHURCHES AND NON-PROFITS                                                                                     |
| 104  | DPW         | GARBAGE SERVICE - UNAUTHORIZED USE OF CARTS                | PER INCIDENT       | 0.00        | 0.00        | 20.00       | 20.00       | 20.00                  |                                                                                                                       |
| 105  | DPW         | GARBAGE SERVICE - REPLACE LOST/STOLEN CART                 | EACH               | 0.00        | 0.00        | 15.00       | 15.00       | 15.00                  | POLICE REPORT REQUIRED                                                                                                |
| 106  | DPW         | GARBAGE SERVICE - MIXED REFUSE STICKER                     | EACH               | 1.25        | 1.25        | 1.25        | 1.50        | 1.50                   | BUY 5 FOR \$7.50/GET 1 FREE/UNIT PRICE REMAINS<br>\$1.25                                                              |
| 107  | DPW         | GARBAGE SERVICE - SECOND 35 GAL CART                       | PER MONTH          | 0.00        | 0.00        | 7.00        | 7.00        | 7.00                   |                                                                                                                       |
| 108  | DPW         | FEE FOR SPECIAL COLLECTION OF ILLEGAL MATERIALS            | EACH               | 50.00       | 50.00       | 50.00       | 50.00       | 50.00                  | OR ACTUAL COSTS (WHICHEVER IS GREATER)                                                                                |
| 109  | DPW         | SENIOR TRANSIT                                             | PER RIDE           | 1.00        | 1.00        | 1.00        | 1.00        | 1.00                   |                                                                                                                       |
| 110  | ENGINEERING | CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)               | EACH               | 7.50        | 7.50        | 7.50        | 8.00        | 8.00                   |                                                                                                                       |
| 111  | ENGINEERING | SIDEWALK AND CURB CUT PERMIT                               | EACH               | 15.00       | 15.00       | 15.00       | 20.00       | 20.00                  |                                                                                                                       |
| 112  | ENGINEERING | SOIL EROSION CONTROL INSPECTION FEE                        | PER VISIT          | 40.00       | 40.00       | 40.00       | 50.00       | 50.00                  |                                                                                                                       |
| 113  | ENGINEERING | SOIL EROSION CONTROL PERMIT                                | PER ACRE           | 20.00       | 20.00       | 20.00       | 25.00       | 25.00                  |                                                                                                                       |
| 114  | ENGINEERING | SOIL EROSION CONTROL PERMIT APPLICATION FEE                | EACH               | 25.00       | 25.00       | 25.00       | 50.00       | 50.00                  |                                                                                                                       |
| 115  | ENGINEERING | SOIL REMOVAL, STRIPPING, & DUMPING INSPECTION FEE          | PER VISIT          | 40.00       | 40.00       | 40.00       | 50.00       | 50.00                  |                                                                                                                       |
| 116  | ENGINEERING | SOIL REMOVAL, STRIPPING, & DUMPING PERMIT                  | EACH               | 250.00      | 250.00      | 250.00      | 275.00      | 275.00                 |                                                                                                                       |
| 117  | ENGINEERING | STORM WATER MANAGEMENT BILLING FEE                         | PER BILL           | 2.00        | 2.00        | 2.00        | 5.00        | 5.00                   |                                                                                                                       |
| 118  | ENGINEERING | STORM WATER MANAGEMENT HOOKUP FEE FOR SYSTEM AVAILABILITY  | EACH               | 150.00      | 150.00      | 150.00      | 175.00      | 175.00                 | 5,000 GALLON PER DAY MAXIMUM                                                                                          |
| 119  | ENGINEERING | STORM WATER MANAGEMENT PERMIT APPLICATION FEE              | EACH               | 500.00      | 500.00      | 500.00      | 500.00      | 500.00                 |                                                                                                                       |
| 120  | ENGINEERING | STORM WATER MANAGEMENT SYSTEM USE FEE                      | PER 1,000 GALLONS  | 0.18        | 0.18        | 0.18        | 0.20        | 0.20                   |                                                                                                                       |
| 121  | ENGINEERING | STORM WATER MANAGEMENT (CONTAMINATION SOURCE OUTSIDE CITY) | EACH               | 0.00        | 0.00        | 0.00        | 0.00        | 0.00                   | DOUBLE ALL APPLICABLE FEES                                                                                            |
| 122  | ENGINEERING | STORM WATER MANAGEMENT (ILLEGAL OR NON-PERMITTED HOOKUPS)  | EACH               | 0.00        | 0.00        | 0.00        | 0.00        | 0.00                   | DOUBLE ALL APPLICABLE FEES                                                                                            |
| 123  | ENGINEERING | STREET/SIDEWALK CUT APPLICATION FEE                        | EACH               | 15.00       | 15.00       | 15.00       | 15.00       | 15.00                  |                                                                                                                       |
| 124  | ENGINEERING | STREET/SIDEWALK CUT PERMIT FEE                             | APPROACH           | 15.00       | 15.00       | 15.00       | 15.00       | 15.00                  |                                                                                                                       |
| 125  | ENGINEERING | UTILITY ANNUAL PERMIT FEE                                  | EACH               | 1,500.00    | 1,500.00    | 1,500.00    | 1,600.00    | 1,750.00               | 9.38%                                                                                                                 |

CITY OF MUSKOGON  
Master Fee Resolution - Schedule of Fees  
(Effective 1/1/2001)

| DEPT | DESCRIPTION    | UNIT                                                            | 1997<br>FEE | 1998<br>FEE | 1999<br>FEE | 2000<br>FEE | 2001<br>FEE | DEPARTMENT<br>COMMENTS                        | %<br>CHANGE   |
|------|----------------|-----------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-----------------------------------------------|---------------|
| 126  | ENGINEERING    | UTILITY CUT PERMIT APPLICATION FEE                              | 40.00       | 45.00       | 45.00       | 50.00       | 50.00       |                                               |               |
| 127  | ENGINEERING    | UTILITY CUT PERMIT FEE                                          | 17.00       | 20.00       | 20.00       | 20.00       | 20.00       |                                               |               |
| 128  | ENGINEERING    | UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT <4 YEARSOLD)             | 50.00       | 135.00      | 135.00      | 135.00      | 135.00      | FEES ADJUSTED TO REFLECT RESIDUAL VALUE       |               |
| 129  | ENGINEERING    | UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT 4-9 YEARSOLD)            | 50.00       | 135.00      | 100.00      | 100.00      | 100.00      | FEES ADJUSTED TO REFLECT RESIDUAL VALUE       |               |
| 130  | ENGINEERING    | UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT >10 YEARSOLD)            | 50.00       | 135.00      | 75.00       | 75.00       | 75.00       | FEES ADJUSTED TO REFLECT RESIDUAL VALUE       |               |
| 131  | ENGINEERING    | UTILITY CUT (PROJECT DURATION)                                  | 27.50       | 27.50       | 27.50       | 27.50       | 27.50       |                                               |               |
| 132  | ENV SERVICES   | GRASS ALERT NOTIFICATION-FAX/E-MAIL (1 PROPERTY)                | 0.00        | 0.00        | 0.00        | 0.00        | 15.00       |                                               | ***NEW FEE*** |
| 133  | ENV SERVICES   | GRASS ALERT NOTIFICATION-FAX/E-MAIL (2-5 PROPERTIES)            | 0.00        | 0.00        | 0.00        | 0.00        | 25.00       |                                               | ***NEW FEE*** |
| 134  | ENV SERVICES   | GRASS ALERT NOTIFICATION-FAX/E-MAIL (6-10 PROPERTIES)           | 0.00        | 0.00        | 0.00        | 0.00        | 30.00       |                                               | ***NEW FEE*** |
| 135  | ENV SERVICES   | GRASS ALERT NOTIFICATION-FAX/E-MAIL (11-25 PROPERTIES)          | 0.00        | 0.00        | 0.00        | 0.00        | 40.00       |                                               | ***NEW FEE*** |
| 136  | ENV SERVICES   | GRASS ALERT NOTIFICATION-FAX/E-MAIL (26-50 PROPERTIES)          | 0.00        | 0.00        | 0.00        | 0.00        | 50.00       |                                               | ***NEW FEE*** |
| 137  | ENV SERVICES   | GRASS ALERT NOTIFICATION-FAX/E-MAIL (51-100 PROPERTIES)         | 0.00        | 0.00        | 0.00        | 0.00        | 75.00       |                                               | ***NEW FEE*** |
| 138  | ENV SERVICES   | GRASS ALERT NOTIFICATION-FAX/E-MAIL (101+ PROPERTIES)           | 0.00        | 0.00        | 0.00        | 0.00        | 100.00      |                                               | ***NEW FEE*** |
| 139  | ENV SERVICES   | 24-HR STICKER ALERT NOTIFICATION-FAX/E-MAIL (1 PROPERTY)        | 0.00        | 0.00        | 0.00        | 0.00        | 15.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 140  | ENV SERVICES   | 24-HR STICKER ALERT NOTIFICATION-FAX/E-MAIL (2-5 PROPERTIES)    | 0.00        | 0.00        | 0.00        | 0.00        | 25.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 141  | ENV SERVICES   | 24-HR STICKER ALERT NOTIFICATION-FAX/E-MAIL (6-10 PROPERTIES)   | 0.00        | 0.00        | 0.00        | 0.00        | 30.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 142  | ENV SERVICES   | 24-HR STICKER ALERT NOTIFICATION-FAX/E-MAIL (11-25 PROPERTIES)  | 0.00        | 0.00        | 0.00        | 0.00        | 40.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 143  | ENV SERVICES   | 24-HR STICKER ALERT NOTIFICATION-FAX/E-MAIL (26-50 PROPERTIES)  | 0.00        | 0.00        | 0.00        | 0.00        | 50.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 144  | ENV SERVICES   | 24-HR STICKER ALERT NOTIFICATION-FAX/E-MAIL (51-100 PROPERTIES) | 0.00        | 0.00        | 0.00        | 0.00        | 75.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 145  | ENV SERVICES   | 24-HR STICKER ALERT NOTIFICATION-FAX/E-MAIL (101+ PROPERTIES)   | 0.00        | 0.00        | 0.00        | 0.00        | 100.00      | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 146  | ENV SERVICES   | GARBAGE ALERT NOTIFICATION-FAX/E-MAIL (1 PROPERTY)              | 0.00        | 0.00        | 0.00        | 0.00        | 15.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 147  | ENV SERVICES   | GARBAGE ALERT NOTIFICATION-FAX/E-MAIL (2-5 PROPERTIES)          | 0.00        | 0.00        | 0.00        | 0.00        | 25.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 148  | ENV SERVICES   | GARBAGE ALERT NOTIFICATION-FAX/E-MAIL (6-10 PROPERTIES)         | 0.00        | 0.00        | 0.00        | 0.00        | 30.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 149  | ENV SERVICES   | GARBAGE ALERT NOTIFICATION-FAX/E-MAIL (11-25 PROPERTIES)        | 0.00        | 0.00        | 0.00        | 0.00        | 40.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 150  | ENV SERVICES   | GARBAGE ALERT NOTIFICATION-FAX/E-MAIL (26-50 PROPERTIES)        | 0.00        | 0.00        | 0.00        | 0.00        | 50.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 151  | ENV SERVICES   | GARBAGE ALERT NOTIFICATION-FAX/E-MAIL (51-100 PROPERTIES)       | 0.00        | 0.00        | 0.00        | 0.00        | 75.00       | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 152  | ENV SERVICES   | GARBAGE ALERT NOTIFICATION-FAX/E-MAIL (101+ PROPERTIES)         | 0.00        | 0.00        | 0.00        | 0.00        | 100.00      | INCLUDES VOUCHER FOR GARBAGE STICKERS         | ***NEW FEE*** |
| 153  | ENV SERVICES   | TRIPLE ALERT NOTIFICATION-FAX/E-MAIL (1 PROPERTY)               | 0.00        | 0.00        | 0.00        | 0.00        | 15.00       | MAY QUALIFY FOR \$25 "GOOD CITIZEN DISCOUNT"  | ***NEW FEE*** |
| 154  | ENV SERVICES   | TRIPLE ALERT NOTIFICATION-FAX/E-MAIL (2-5 PROPERTIES)           | 0.00        | 0.00        | 0.00        | 0.00        | 25.00       | MAY QUALIFY FOR \$50 "GOOD CITIZEN DISCOUNT"  | ***NEW FEE*** |
| 155  | ENV SERVICES   | TRIPLE ALERT NOTIFICATION-FAX/E-MAIL (6-10 PROPERTIES)          | 0.00        | 0.00        | 0.00        | 0.00        | 30.00       | MAY QUALIFY FOR \$50 "GOOD CITIZEN DISCOUNT"  | ***NEW FEE*** |
| 156  | ENV SERVICES   | TRIPLE ALERT NOTIFICATION-FAX/E-MAIL (11-25 PROPERTIES)         | 0.00        | 0.00        | 0.00        | 0.00        | 40.00       | MAY QUALIFY FOR \$75 "GOOD CITIZEN DISCOUNT"  | ***NEW FEE*** |
| 157  | ENV SERVICES   | TRIPLE ALERT NOTIFICATION-FAX/E-MAIL (26-50 PROPERTIES)         | 0.00        | 0.00        | 0.00        | 0.00        | 50.00       | MAY QUALIFY FOR \$100 "GOOD CITIZEN DISCOUNT" | ***NEW FEE*** |
| 158  | ENV SERVICES   | TRIPLE ALERT NOTIFICATION-FAX/E-MAIL (51-100 PROPERTIES)        | 0.00        | 0.00        | 0.00        | 0.00        | 75.00       | MAY QUALIFY FOR \$150 "GOOD CITIZEN DISCOUNT" | ***NEW FEE*** |
| 159  | ENV SERVICES   | TRIPLE ALERT NOTIFICATION-FAX/E-MAIL (101+ PROPERTIES)          | 0.00        | 0.00        | 0.00        | 0.00        | 100.00      | MAY QUALIFY FOR \$175 "GOOD CITIZEN DISCOUNT" | ***NEW FEE*** |
| 160  | FINANCE        | REPLACEMENT OF LOST PAYROLL CHECK                               | 0.00        | 0.00        | 20.00       | 20.00       | 25.00       |                                               | 25.00%        |
| 161  | FINANCE        | PROCESSING PENSION EDRO FOR DIVORCE CASES                       | 0.00        | 0.00        | 0.00        | 0.00        | 400.00      | COST SPLIT BETWEEN PARTIES                    | ***NEW FEE*** |
| 162  | FINANCE        | COPIES OF CITY BUDGET OR CAFR (FOIA REQUESTS)                   | 0.00        | 0.00        | 20.00       | 20.00       | 20.00       |                                               |               |
| 163  | FIRE           | FIRE REPORT COPY (MAJOR FIRE)                                   | 10.00       | 10.00       | 10.00       | 10.00       | 15.00       |                                               | 50.00%        |
| 164  | FIRE           | FIRE REPORT COPY (REGULAR)                                      | 5.00        | 5.00        | 5.00        | 5.00        | 5.00        |                                               |               |
| 165  | FIRE           | FIRE REPORT PHOTOGRAPHS                                         | 0.00        | 0.00        | 0.00        | 0.00        | 1.00        |                                               | ***NEW FEE*** |
| 166  | FIRE           | INSURANCE ADMINISTRATION ESCROW                                 | 0.00        | 0.00        | 0.00        | 15.00       | 15.00       | PLUS RELATED COURT COSTS                      |               |
| 167  | FIRE           | FIRE INSPECTION ADDITIONAL VISIT                                | 0.00        | 0.00        | 0.00        | 50.00       | 50.00       |                                               |               |
| 168  | FIRE           | ARSON FIRE RESTITUTION FEE                                      | 0.00        | 0.00        | 0.00        | 655.00      | 655.00      | PLUS RELATED COURT COSTS                      |               |
| 169  | FIRE           | FALSE ALARM FEE                                                 | 0.00        | 0.00        | 0.00        | 655.00      | 855.00      | AFTER 3RD FALSE ALARM IN ONE YEAR             |               |
| 170  | FIRE           | WILLFUL NEGLIGENCE FIRE FEE                                     | 0.00        | 0.00        | 0.00        | 655.00      | 655.00      |                                               |               |
| 171  | FIRE           | CONFINED SPACE RESCUE FEE                                       | 0.00        | 0.00        | 0.00        | 655.00      | 655.00      |                                               |               |
| 172  | FIRE           | ICE RESCUE CALL                                                 | 0.00        | 0.00        | 0.00        | 100.00      | 100.00      |                                               |               |
| 173  | FIRE           | DOWNGED POWER LINE                                              | 0.00        | 0.00        | 0.00        | 170.00      | 170.00      | AFTER FIRST HOUR                              |               |
| 174  | FIRE           | SPECIAL USE PERMITS (PER UFC)                                   | 0.00        | 0.00        | 0.00        | 50.00       | 50.00       |                                               |               |
| 175  | FORESTRY       | TREE REPLACEMENT PLANTING FEE                                   | 0.00        | 0.00        | 0.00        | 200.00      | 200.00      |                                               |               |
| 176  | FORESTRY       | TREE REMOVAL FEE (3" - 6" DIAMETER)                             | 0.00        | 0.00        | 0.00        | 150.00      | 150.00      | TREE MEASURED AT 4' ABOVE GRADE               |               |
| 177  | FORESTRY       | TREE REMOVAL FEE (6" - 12" DIAMETER)                            | 0.00        | 0.00        | 0.00        | 250.00      | 250.00      | TREE MEASURED AT 4' ABOVE GRADE               |               |
| 178  | FORESTRY       | TREE REMOVAL FEE (12" - 18" DIAMETER)                           | 0.00        | 0.00        | 0.00        | 275.00      | 275.00      | TREE MEASURED AT 4' ABOVE GRADE               |               |
| 179  | FORESTRY       | TREE REMOVAL FEE (18" - 24" DIAMETER)                           | 0.00        | 0.00        | 0.00        | 525.00      | 525.00      | TREE MEASURED AT 4' ABOVE GRADE               |               |
| 180  | FORESTRY       | TREE REMOVAL FEE (24" - 30" DIAMETER)                           | 0.00        | 0.00        | 0.00        | 600.00      | 600.00      | TREE MEASURED AT 4' ABOVE GRADE               |               |
| 181  | FORESTRY       | TREE REMOVAL FEE (30" - 36" DIAMETER)                           | 0.00        | 0.00        | 0.00        | 900.00      | 900.00      | TREE MEASURED AT 4' ABOVE GRADE               |               |
| 182  | FORESTRY       | TREE REMOVAL FEE (36" - 42" DIAMETER)                           | 0.00        | 0.00        | 0.00        | 1,100.00    | 1,100.00    | TREE MEASURED AT 4' ABOVE GRADE               |               |
| 183  | FORESTRY       | TREE REMOVAL FEE (42" AND OVER DIAMETER)                        | 0.00        | 0.00        | 0.00        | 1,300.00    | 1,300.00    | TREE MEASURED AT 4' ABOVE GRADE               |               |
| 184  | INCOME TAX     | DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE                 | 0.00        | 0.00        | 0.00        | 15.00       | 15.00       | PLUS RELATED PENALTIES & INTEREST             |               |
| 185  | INSPECTION SVC | BUILDING DEMOLITION PERMIT (COMMERCIAL)                         | 25.00%      | 25.00%      | 25.00%      | 25.00%      | 25.00%      | OF VALUE; \$40.00 MINIMUM FEE                 |               |
| 186  | INSPECTION SVC | BUILDING DEMOLITION PERMIT (GARAGE)                             | 15.00       | 15.00       | 15.00       | 15.00       | 15.00       |                                               |               |
| 187  | INSPECTION SVC | BUILDING DEMOLITION PERMIT (RESIDENTIAL)                        | 45.00       | 45.00       | 45.00       | 45.00       | 45.00       |                                               |               |
| 188  | INSPECTION SVC | BUILDING PERMIT FEES (\$1-\$500 VALUE)                          | 25.00       | 25.00       | 25.00       | 25.00       | 23.50       | PER UNIFORM BUILDING CODE                     | -6.00%        |
| 189  | INSPECTION SVC | BUILDING PERMIT FEES (\$501-\$2,000 VALUE)                      | 25.00       | 25.00       | 25.00       | 25.00       | 23.50       | PER UNIFORM BUILDING CODE                     | -6.00%        |

CITY OF MUSKEGON  
Master Fee Resolution - Schedule of Fees  
(Effective 1/1/2001)

| DEPT | DESCRIPTION                                                             | UNIT                    | 1997<br>FEE | 1998<br>FEE | 1999<br>FEE | 2000<br>FEE | 2001<br>FEE | DEPARTMENT<br>COMMENTS         | %<br>CHANGE |
|------|-------------------------------------------------------------------------|-------------------------|-------------|-------------|-------------|-------------|-------------|--------------------------------|-------------|
| 190  | INSPECTION SVC BUILDING PERMIT FEES (\$501-\$2,000 VALUE)               | EACH ADDITIONAL \$100   | 2.75        | 2.75        | 2.75        | 2.75        | 3.05        | PER UNIFORM BUILDING CODE      | 10.91%      |
| 191  | INSPECTION SVC BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)            | BASE                    | 63.00       | 63.00       | 63.00       | 63.00       | 69.25       | PER UNIFORM BUILDING CODE      | 9.92%       |
| 192  | INSPECTION SVC BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)            | EACH ADDITIONAL \$1,000 | 12.50       | 12.50       | 12.50       | 12.50       | 14.00       | PER UNIFORM BUILDING CODE      | 12.00%      |
| 193  | INSPECTION SVC BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)           | BASE                    | 352.00      | 352.00      | 352.00      | 352.00      | 391.75      | PER UNIFORM BUILDING CODE      | 11.29%      |
| 194  | INSPECTION SVC BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)           | EACH ADDITIONAL \$1,000 | 9.00        | 9.00        | 9.00        | 9.00        | 10.10       | PER UNIFORM BUILDING CODE      | 12.22%      |
| 195  | INSPECTION SVC BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)          | BASE                    | 580.00      | 580.00      | 580.00      | 580.00      | 643.75      | PER UNIFORM BUILDING CODE      | 10.99%      |
| 196  | INSPECTION SVC BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)          | EACH ADDITIONAL \$1,000 | 6.25        | 6.25        | 6.25        | 6.25        | 7.00        | PER UNIFORM BUILDING CODE      | 12.00%      |
| 197  | INSPECTION SVC BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)         | BASE                    | 895.00      | 895.00      | 895.00      | 895.00      | 993.75      | PER UNIFORM BUILDING CODE      | 11.03%      |
| 198  | INSPECTION SVC BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)         | EACH ADDITIONAL \$1,000 | 5.00        | 5.00        | 5.00        | 5.00        | 5.60        | PER UNIFORM BUILDING CODE      | 12.00%      |
| 199  | INSPECTION SVC BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)       | BASE                    | 2,855.00    | 2,855.00    | 2,855.00    | 2,855.00    | 3,233.75    | PER UNIFORM BUILDING CODE      | 13.27%      |
| 200  | INSPECTION SVC BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)       | EACH ADDITIONAL \$1,000 | 4.25        | 4.25        | 4.25        | 4.25        | 4.75        | PER UNIFORM BUILDING CODE      | 11.76%      |
| 201  | INSPECTION SVC BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)            | BASE                    | 4,955.00    | 4,955.00    | 4,955.00    | 4,955.00    | 5,608.75    | PER UNIFORM BUILDING CODE      | 13.19%      |
| 202  | INSPECTION SVC BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)            | EACH ADDITIONAL \$1,000 | 2.75        | 2.75        | 2.75        | 2.75        | 3.65        | PER UNIFORM BUILDING CODE      | 32.73%      |
| 203  | INSPECTION SVC BUILDING PERMIT (INSPECTION-SPECIAL, REINSPECTION, ETC.) | PER HOUR                | 35.00       | 35.00       | 35.00       | 35.00       | 50.00       | MINIMUM 2 HOURS                | 42.86%      |
| 204  | INSPECTION SVC BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE) | EACH                    | 50.00%      | 50.00%      | 50.00%      | 50.00%      | 50.00%      | OF REGULAR BUILDING PERMIT FEE |             |
| 205  | INSPECTION SVC BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)              | PERMIT FEE              | 65.00%      | 65.00%      | 65.00%      | 65.00%      | 65.00%      | OF APPLICABLE PERMIT FEE       |             |
| 206  | INSPECTION SVC BUILDING-PARKING LOT PAVING PERMIT                       | EACH                    | 50.00       | 50.00       | 50.00       | 50.00       | 50.00       |                                |             |
| 207  | INSPECTION SVC BUILDING-SIGN PERMIT (OFF PREMISE)                       | EACH                    | 50.00       | 50.00       | 50.00       | 50.00       | 50.00       | MIN; OTHERWISE BASED ON VALUE  |             |
| 208  | INSPECTION SVC BUILDING-SIGN PERMIT (ON PREMISE)                        | EACH                    | 25.00       | 25.00       | 25.00       | 25.00       | 25.00       | MIN; OTHERWISE BASED ON VALUE  |             |
| 209  | INSPECTION SVC ELECTRICAL PERMIT (BASE PERMIT)                          | BASE                    | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                                |             |
| 210  | INSPECTION SVC ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)                 | EACH                    | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                                |             |
| 211  | INSPECTION SVC ELECTRICAL PERMIT (CIRCUITS)                             | EACH                    | 5.00        | 5.00        | 5.00        | 5.00        | 5.00        |                                |             |
| 212  | INSPECTION SVC ELECTRICAL PERMIT (DISHWASHER)                           | EACH                    | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                                |             |
| 213  | INSPECTION SVC ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)         | EACH                    | 45.00       | 45.00       | 45.00       | 45.00       | 45.00       |                                |             |
| 214  | INSPECTION SVC ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)             | EACH 50'                | 9.00        | 9.00        | 9.00        | 9.00        | 9.00        |                                |             |
| 215  | INSPECTION SVC ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)              | EACH                    | 75.00       | 75.00       | 75.00       | 75.00       | 75.00       |                                |             |
| 216  | INSPECTION SVC ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)             | EACH                    | 150.00      | 150.00      | 150.00      | 150.00      | 150.00      |                                |             |
| 217  | INSPECTION SVC ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)   | EACH DEVICE             | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                                |             |
| 218  | INSPECTION SVC ELECTRICAL PERMIT (FURNACE-UNIT HEATER)                  | EACH                    | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                                |             |
| 219  | INSPECTION SVC ELECTRICAL PERMIT (HAZARDOUS LOCATION AREA)              | EACH                    | 200.00%     | 200.00%     | 200.00%     | 200.00%     | 200.00%     | DOUBLE REGULAR FEE             |             |
| 220  | INSPECTION SVC ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)                | PER HOUR                | 35.00       | 35.00       | 35.00       | 35.00       | 50.00       | MINIMUM 1 HOUR                 | 42.86%      |
| 221  | INSPECTION SVC ELECTRICAL PERMIT (INSPECTION-FINAL)                     | EACH                    | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                                |             |
| 222  | INSPECTION SVC ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)                | HOUR                    | 40.00       | 40.00       | 40.00       | 40.00       | 50.00       | MINIMUM 1 HOUR                 | 25.00%      |
| 223  | INSPECTION SVC ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)            | HOUR                    | 45.00       | 45.00       | 45.00       | 45.00       | 50.00       | MINIMUM 1 HOUR                 | 11.11%      |
| 224  | INSPECTION SVC ELECTRICAL PERMIT (KVA OR HP UP TO 20)                   | EACH                    | 9.00        | 9.00        | 9.00        | 9.00        | 9.00        |                                |             |
| 225  | INSPECTION SVC ELECTRICAL PERMIT (KVA & HP 21 TO 50)                    | EACH                    | 15.00       | 15.00       | 15.00       | 15.00       | 15.00       |                                |             |
| 226  | INSPECTION SVC ELECTRICAL PERMIT (KVA & HP 50 AND OVER)                 | EACH                    | 18.00       | 18.00       | 18.00       | 18.00       | 18.00       |                                |             |
| 227  | INSPECTION SVC ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)             | EACH                    | 9.00        | 9.00        | 9.00        | 9.00        | 9.00        |                                |             |
| 228  | INSPECTION SVC ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)       | EACH                    | 25.00       | 25.00       | 25.00       | 25.00       | 25.00       |                                |             |
| 229  | INSPECTION SVC ELECTRICAL PERMIT (MOBILE HOME SITE)                     | EACH                    | 9.00        | 9.00        | 9.00        | 9.00        | 9.00        |                                |             |
| 230  | INSPECTION SVC ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)     | EACH                    | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                                |             |
| 231  | INSPECTION SVC ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)            | EACH                    | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                                |             |
| 232  | INSPECTION SVC ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)                | EACH                    | 15.00       | 15.00       | 15.00       | 15.00       | 15.00       |                                |             |
| 233  | INSPECTION SVC ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)              | EACH                    | 20.00       | 20.00       | 20.00       | 20.00       | 20.00       |                                |             |
| 234  | INSPECTION SVC ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)              | EACH                    | 23.00       | 23.00       | 23.00       | 23.00       | 23.00       |                                |             |
| 235  | INSPECTION SVC ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)             | EACH                    | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                                |             |
| 236  | INSPECTION SVC ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/GFI ONLY)      | EACH                    | 50.00       | 50.00       | 50.00       | 50.00       | 50.00       |                                |             |
| 237  | INSPECTION SVC ELECTRICAL PERMIT (SIGNS LETTER)                         | EACH                    | 15.00       | 15.00       | 15.00       | 15.00       | 15.00       |                                |             |
| 238  | INSPECTION SVC ELECTRICAL PERMIT (SIGNS NEON)                           | EACH 25'                | 2.00        | 2.00        | 2.00        | 2.00        | 2.00        |                                |             |
| 239  | INSPECTION SVC ELECTRICAL PERMIT (SIGNS UNIT)                           | EACH                    | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                                |             |
| 240  | INSPECTION SVC ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)            | EACH                    | 45.00       | 45.00       | 45.00       | 45.00       | 45.00       |                                |             |
| 241  | INSPECTION SVC ELECTRICAL PLAN REVIEW FEE                               | EACH                    | 25.00%      | 25.00%      | 25.00%      | 25.00%      | 25.00%      | OF APPLICABLE PERMIT FEE       |             |
| 242  | INSPECTION SVC GARAGE MOVING FEE                                        | EACH                    | 200.00      | 200.00      | 200.00      | 200.00      | 200.00      |                                |             |
| 243  | INSPECTION SVC HOUSE MOVING FEE                                         | EACH                    | 500.00      | 500.00      | 500.00      | 500.00      | 500.00      |                                |             |
| 244  | INSPECTION SVC HOUSING INSPECTION                                       | EACH-BASE               | 50.00       | 50.00       | 60.00       | 60.00       | 60.00       |                                |             |
| 245  | INSPECTION SVC HOUSING INSPECTION                                       | PER UNIT OVER 1         | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                                |             |
| 246  | INSPECTION SVC HOUSING RE-INSPECTION (EXTERIOR DEFECTS ONLY)            | EACH                    | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                                |             |
| 247  | INSPECTION SVC HOUSING RE-INSPECTION                                    | EACH-BASE               | 35.00       | 35.00       | 40.00       | 40.00       | 40.00       |                                |             |
| 248  | INSPECTION SVC HOUSING RE-INSPECTION (MULTIPLE UNITS)                   | PER UNIT OVER 1         | 5.00        | 5.00        | 5.00        | 5.00        | 5.00        |                                |             |
| 249  | INSPECTION SVC HOUSING-NO SHOW FEE                                      | EACH                    | 40.00       | 40.00       | 40.00       | 40.00       | 40.00       |                                |             |
| 250  | INSPECTION SVC HOUSING-RENTAL HOUSING REGISTRATION FEE                  | EACH PROPERTY           | 25.00       | 25.00       | 25.00       | 25.00       | 25.00       |                                |             |
| 251  | INSPECTION SVC HOUSING-SEARCH WARRANT INSPECTION FEE                    | EACH                    | 100.00      | 100.00      | 100.00      | 100.00      | 100.00      |                                |             |
| 252  | INSPECTION SVC HOUSING-WARRANT INSPECTION FEE                           | EACH                    | 150.00      | 150.00      | 150.00      | 150.00      | 150.00      |                                |             |
| 253  | INSPECTION SVC LIQUOR LICENSE INSPECTION FEE                            | EACH                    | 75.00       | 75.00       | 75.00       | 75.00       | 75.00       |                                |             |

CITY OF MUSKEGON  
Master Fee Resolution - Schedule of Fees  
(Effective 1/1/2001)

| DEPT | DESCRIPTION                                                                 | UNIT       | 1997<br>FEE | 1998<br>FEE | 1999<br>FEE | 2000<br>FEE | 2001<br>FEE | DEPARTMENT<br>COMMENTS   | %<br>CHANGE |
|------|-----------------------------------------------------------------------------|------------|-------------|-------------|-------------|-------------|-------------|--------------------------|-------------|
| 254  | INSPECTION SVC LIQUOR LICENSE RE-INSPECTION FEE                             | EACH       | 45.00       | 45.00       | 45.00       | 45.00       | 45.00       |                          |             |
| 255  | INSPECTION SVC MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)            | EACH       | 15.00       | 15.00       | 15.00       | 15.00       | 15.00       |                          |             |
| 256  | INSPECTION SVC MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)             | EACH       | 60.00       | 60.00       | 60.00       | 60.00       | 60.00       |                          |             |
| 257  | INSPECTION SVC MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)          | EACH       | 5.00        | 5.00        | 5.00        | 5.00        | 5.00        |                          |             |
| 258  | INSPECTION SVC MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)            | EACH       | 20.00       | 20.00       | 20.00       | 20.00       | 20.00       |                          |             |
| 259  | INSPECTION SVC MECHANICAL PERMIT (A/C & REFRIG-CHILLER)                     | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 260  | INSPECTION SVC MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)                  | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 261  | INSPECTION SVC MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)              | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 262  | INSPECTION SVC MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)            | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 263  | INSPECTION SVC MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)  | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 264  | INSPECTION SVC MECHANICAL PERMIT (BASE PERMIT)                              | EACH       | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                          |             |
| 265  | INSPECTION SVC MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)                    | PER FOOT   | 0.10        | 0.10        | 0.10        | 0.10        | 0.10        | \$25.00 MINIMUM FEE      |             |
| 266  | INSPECTION SVC MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)                  | PER FOOT   | 0.05        | 0.05        | 0.05        | 0.05        | 0.10        | \$25.00 MINIMUM FEE      | 100.00%     |
| 267  | INSPECTION SVC MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)        | EACH       | 15.00       | 15.00       | 15.00       | 15.00       | 50.00       |                          | 233.33%     |
| 268  | INSPECTION SVC MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)         | PER HEAD   | 0.75        | 0.75        | 0.75        | 0.75        | 0.75        | \$20.00 MINIMUM FEE      |             |
| 269  | INSPECTION SVC MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)  | EACH       | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                          |             |
| 270  | INSPECTION SVC MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)           | EACH       | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                          |             |
| 271  | INSPECTION SVC MECHANICAL PERMIT (HEATING-BOILERS)                          | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 272  | INSPECTION SVC MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)           | EACH       | 25.00       | 25.00       | 25.00       | 25.00       | 25.00       |                          |             |
| 273  | INSPECTION SVC MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)                 | EACH       | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                          |             |
| 274  | INSPECTION SVC MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)                  | EACH       | 20.00       | 20.00       | 20.00       | 20.00       | 20.00       |                          |             |
| 275  | INSPECTION SVC MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)     | EACH       | 20.00       | 20.00       | 20.00       | 20.00       | 20.00       |                          |             |
| 276  | INSPECTION SVC MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)          | EACH       | 5.00        | 5.00        | 5.00        | 5.00        | 5.00        |                          |             |
| 277  | INSPECTION SVC MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)        | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 278  | INSPECTION SVC MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)            | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 279  | INSPECTION SVC MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)    | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 280  | INSPECTION SVC MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)    | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 281  | INSPECTION SVC MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)                  | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 282  | INSPECTION SVC MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)               | EACH       | 50.00       | 50.00       | 50.00       | 50.00       | 60.00       |                          |             |
| 283  | INSPECTION SVC MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)           | EACH       | 20.00       | 20.00       | 20.00       | 20.00       | 20.00       |                          |             |
| 284  | INSPECTION SVC MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)    | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 285  | INSPECTION SVC MECHANICAL PERMIT (HEATING-WATER HEATER)                     | EACH       | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                          |             |
| 286  | INSPECTION SVC MECHANICAL PERMIT (HUMIDIFIERS)                              | EACH       | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                          |             |
| 287  | INSPECTION SVC MECHANICAL PERMIT (INSPECTION-ADDITIONAL)                    | EACH       | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                          |             |
| 288  | INSPECTION SVC MECHANICAL PERMIT (INSPECTION-FINAL)                         | EACH       | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                          |             |
| 289  | INSPECTION SVC MECHANICAL PERMIT (INSPECTION-HOURLY RATE)                   | EACH       | 40.00       | 40.00       | 40.00       | 40.00       | 50.00       |                          | 25.00%      |
| 290  | INSPECTION SVC MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)                | EACH       | 45.00       | 45.00       | 45.00       | 45.00       | 50.00       |                          | 11.11%      |
| 291  | INSPECTION SVC MECHANICAL PERMIT (INSPECTION-TURN ON GAS)                   | EACH       | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                          |             |
| 292  | INSPECTION SVC MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)     | EACH       | 5.00        | 5.00        | 5.00        | 5.00        | 5.00        |                          |             |
| 293  | INSPECTION SVC MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS) | PER OUTLET | 1.00        | 1.00        | 1.00        | 1.00        | 1.00        |                          |             |
| 294  | INSPECTION SVC MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS) | EACH       | 2.00        | 2.00        | 2.00        | 2.00        | 2.00        |                          |             |
| 295  | INSPECTION SVC MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)  | PER OUTLET | 0.50        | 0.50        | 0.50        | 0.50        | 0.50        |                          |             |
| 296  | INSPECTION SVC MECHANICAL PERMIT (ROOFTOP HVAC UNIT)                        | EACH       | 60.00       | 60.00       | 60.00       | 60.00       | 60.00       |                          |             |
| 297  | INSPECTION SVC MECHANICAL PERMIT (TANKS-ABOVEGROUND)                        | EACH       | 20.00       | 20.00       | 20.00       | 20.00       | 20.00       |                          |             |
| 298  | INSPECTION SVC MECHANICAL PERMIT (TANKS-UNDERGROUND)                        | EACH       | 25.00       | 25.00       | 25.00       | 25.00       | 25.00       |                          |             |
| 299  | INSPECTION SVC MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)              | EACH       | 15.00       | 15.00       | 15.00       | 15.00       | 15.00       |                          |             |
| 300  | INSPECTION SVC MECHANICAL PERMIT (UNIT VENTILATORS)                         | EACH       | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                          |             |
| 301  | INSPECTION SVC MECHANICAL PLAN REVIEW FEE                                   | EACH       | 25.00%      | 25.00%      | 25.00%      | 25.00%      | 25.00%      | OF APPLICABLE PERMIT FEE |             |
| 302  | INSPECTION SVC PLUMBING PERMIT (BASE PERMIT)                                | EACH       | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                          |             |
| 303  | INSPECTION SVC PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)   | EACH       | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                          |             |
| 304  | INSPECTION SVC PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)        | EACH       | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                          |             |
| 305  | INSPECTION SVC PLUMBING PERMIT (INSPECTION ADDITIONAL)                      | EACH       | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                          |             |
| 306  | INSPECTION SVC PLUMBING PERMIT (INSPECTION FINAL)                           | EACH       | 35.00       | 35.00       | 35.00       | 35.00       | 35.00       |                          |             |
| 307  | INSPECTION SVC PLUMBING PERMIT (INSPECTION HOURLY FEE)                      | EACH       | 40.00       | 40.00       | 40.00       | 40.00       | 50.00       |                          | 25.00%      |
| 308  | INSPECTION SVC PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)                  | EACH       | 45.00       | 45.00       | 45.00       | 45.00       | 50.00       |                          | 11.11%      |
| 309  | INSPECTION SVC PLUMBING PERMIT (MANHOLES-CATCHBASINS)                       | EACH       | 10.00       | 10.00       | 10.00       | 10.00       | 10.00       |                          |             |
| 310  | INSPECTION SVC PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER)        | EACH       | 8.00        | 8.00        | 8.00        | 8.00        | 10.00       |                          | 25.00%      |
| 311  | INSPECTION SVC PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)                    | EACH       | 8.00        | 8.00        | 8.00        | 8.00        | 10.00       |                          | 25.00%      |
| 312  | INSPECTION SVC PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 8")           | EACH       | 25.00       | 25.00       | 25.00       | 25.00       | 25.00       |                          |             |
| 313  | INSPECTION SVC PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 8")          | EACH       | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                          |             |
| 314  | INSPECTION SVC PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)                  | EACH       | 5.00        | 5.00        | 5.00        | 5.00        | 5.00        |                          |             |
| 315  | INSPECTION SVC PLUMBING PERMIT (SUB-SOIL DRAINS)                            | EACH       | 8.00        | 8.00        | 8.00        | 8.00        | 8.00        |                          |             |
| 316  | INSPECTION SVC PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM-1-1/2")           | EACH       | 30.00       | 30.00       | 30.00       | 30.00       | 30.00       |                          |             |
| 317  | INSPECTION SVC PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM-1-1/4")           | EACH       | 23.00       | 23.00       | 23.00       | 23.00       | 23.00       |                          |             |

CITY OF MUSKEGON  
Master Fee Resolution - Schedule of Fees  
(Effective 1/1/2001)

| DEPT | DESCRIPTION    | UNIT                                                     | 1997<br>FEE         | 1998<br>FEE  | 1999<br>FEE  | 2000<br>FEE  | 2001<br>FEE  | DEPARTMENT<br>COMMENTS               | %<br>CHANGE                               |
|------|----------------|----------------------------------------------------------|---------------------|--------------|--------------|--------------|--------------|--------------------------------------|-------------------------------------------|
| 318  | INSPECTION SVC | PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1")          | EACH                | 15.00        | 15.00        | 15.00        | 15.00        |                                      |                                           |
| 319  | INSPECTION SVC | PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--2")          | EACH                | 38.00        | 38.00        | 38.00        | 38.00        |                                      |                                           |
| 320  | INSPECTION SVC | PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--3/4")        | EACH                | 8.00         | 8.00         | 8.00         | 8.00         |                                      |                                           |
| 321  | INSPECTION SVC | PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--OVER 2")     | EACH                | 45.00        | 45.00        | 45.00        | 45.00        |                                      |                                           |
| 322  | INSPECTION SVC | PLUMBING PERMIT (WATER SERVICE 2" TO 6")                 | EACH                | 25.00        | 25.00        | 25.00        | 25.00        |                                      |                                           |
| 323  | INSPECTION SVC | PLUMBING PERMIT (WATER SERVICE LESS THAN 2")             | EACH                | 8.00         | 8.00         | 8.00         | 8.00         |                                      |                                           |
| 324  | INSPECTION SVC | PLUMBING PERMIT (WATER SERVICE OVER 6")                  | EACH                | 50.00        | 50.00        | 50.00        | 50.00        |                                      |                                           |
| 325  | INSPECTION SVC | PLUMBING PLAN REVIEW FEE                                 | EACH                | 25.00%       | 25.00%       | 25.00%       | 25.00%       | OF APPLICABLE PERMIT FEE             |                                           |
| 326  | MARINA         | 20 FOOT SLIP                                             | EACH                | 1,125.00     | 1,145.00     | 1,180.00     | 1,240.00     |                                      | 4.84%                                     |
| 327  | MARINA         | 30 FOOT SLIP                                             | EACH                | 1,375.00     | 1,395.00     | 1,440.00     | 1,510.00     |                                      | 4.97%                                     |
| 328  | MARINA         | 40 FOOT SLIP                                             | EACH                | 2,250.00     | 2,295.00     | 2,385.00     | 2,480.00     |                                      | 5.04%                                     |
| 329  | MARINA         | HARD ACCESS (SLIPS 37-46, 69) UNDER 27' ONLY             | EACH                | 0.00         | 0.00         | 0.00         | 0.00         |                                      | ***NEW FEE***                             |
| 330  | MARINA         | CLASS A MOORING                                          | EACH                | 300.00       | 305.00       | 315.00       | 325.00       |                                      | 4.62%                                     |
| 331  | MARINA         | CLASS B MOORING                                          | EACH                | 250.00       | 255.00       | 265.00       | 275.00       |                                      | 5.45%                                     |
| 332  | MARINA         | DAILY LAUNCH RAMP                                        | EACH                | 5.00         | 5.00         | 5.00         | 5.00         |                                      |                                           |
| 333  | MARINA         | PUMP OUT                                                 | EACH                | 4.00         | 4.00         | 4.00         | 4.00         |                                      |                                           |
| 334  | MARINA         | SEASONAL LAUNCH RAMP STICKER                             | RESIDENT            | 35.00        | 35.00        | 35.00        | 35.00        |                                      |                                           |
| 335  | MARINA         | SEASONAL LAUNCH RAMP STICKER                             | NON-RESIDENT        | 50.00        | 50.00        | 50.00        | 50.00        |                                      |                                           |
| 336  | MARINA         | SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)        | EACH                | 15.00        | 15.00        | 15.00        | 15.00        |                                      |                                           |
| 337  | MARINA         | SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)        | NON-RESIDENT        | 0.00         | 30.00        | 30.00        | 30.00        | NEW FEE                              |                                           |
| 338  | MARINA         | SMALL BOAT BASIN                                         | EACH                | 615.00       | 635.00       | 655.00       | 675.00       |                                      | 5.19%                                     |
| 339  | MARINA         | DRY STORAGE (RESIDENTS)                                  | EACH                | 0.00         | 0.00         | 0.00         | 100.00       |                                      |                                           |
| 340  | MARINA         | DRY STORAGE (NON-RESIDENTS)                              | EACH                | 0.00         | 0.00         | 0.00         | 155.00       |                                      |                                           |
| 341  | MARINA         | TRAILER STORAGE                                          | EACH                | 0.00         | 0.00         | 0.00         | 50.00        |                                      |                                           |
| 342  | PARKING        | CLAY STREET PARKING ANNUAL FEE                           | PER SPACE           | 225.00       | 225.00       | 230.00       | 230.00       |                                      | 4.35%                                     |
| 343  | PARKING        | CLAY STREET PARKING ANNUAL FEE (50+ SPACES)              | PER SPACE           | 190.00       | 190.00       | 205.00       | 205.00       |                                      | 7.80%                                     |
| 344  | PARKING        | CLAY STREET PARKING MONTHLY FEE                          | PER SPACE           | 25.00        | 25.00        | 26.00        | 26.00        |                                      | 7.69%                                     |
| 345  | PARKING        | CLAY STREET PARKING SEMI-ANNUAL FEE                      | PER SPACE           | 125.00       | 125.00       | 130.00       | 130.00       |                                      | 7.69%                                     |
| 346  | PARKS          | HACKLEY PARK PARTIES IN THE PARK                         | EACH EVENT          | 500.00       | 500.00       | 500.00       | 500.00       | PLUS 5% OF EVENT PROFIT OVER \$5,000 |                                           |
| 347  | PARKS          | MC GRAFT PARK BLDG. (CHURCH & NON-PROFIT GROUPS)         | FIRST 4 HOURS       | 60.00        | 60.00        | 60.00        | 70.00        |                                      |                                           |
| 348  | PARKS          | MC GRAFT PARK BLDG. (CHURCH & NON-PROFIT GROUPS)         | PER ADDITIONAL HOUR | 15.00        | 15.00        | 15.00        | 15.00        |                                      |                                           |
| 349  | PARKS          | MC GRAFT PARK BLDG. (INSTRUCTIONAL PROGRAMS)             | PER HOUR            | 15.00        | 15.00        | 15.00        | 15.00        |                                      |                                           |
| 350  | PARKS          | MC GRAFT PARK BLDG. (WEEKDAYS NOT REGULAR GROUPS)        | PER ADDITIONAL HOUR | 15.00        | 15.00        | 15.00        | 15.00        |                                      | 33.33%                                    |
| 351  | PARKS          | MC GRAFT PARK BLDG. (WEEKDAYS NOT REGULAR GROUPS)        | FIRST 4 HOURS       | 70.00        | 70.00        | 70.00        | 80.00        |                                      |                                           |
| 352  | PARKS          | MC GRAFT PARK BLDG. (WEEKENDS NOT REGULAR GROUPS)        | PER ADDITIONAL HOUR | 15.00        | 15.00        | 15.00        | 15.00        |                                      | 66.67%                                    |
| 353  | PARKS          | MC GRAFT PARK BLDG. (WEEKENDS NOT REGULAR GROUPS)        | FIRST 4 HOURS       | 80.00        | 80.00        | 80.00        | 100.00       |                                      |                                           |
| 354  | PARKS          | MC GRAFT PARK KITCHEN (INSTRUCTIONAL PROGRAMS)           | FLAT                | 15.00        | 15.00        | 15.00        | 15.00        | FEE ELIMINATED - INCLUDED IN RENTAL  | -100.00%                                  |
| 355  | PARKS          | MC GRAFT PARK KITCHEN (WEEKDAYS 4PM-11PM REGULAR GROUPS) | FLAT                | 15.00        | 15.00        | 15.00        | 15.00        | FEE ELIMINATED - INCLUDED IN RENTAL  | -100.00%                                  |
| 356  | PARKS          | MC GRAFT PARK KITCHEN (WEEKDAYS 8AM-4PM REGULAR GROUPS)  | FLAT                | 15.00        | 15.00        | 15.00        | 15.00        | FEE ELIMINATED - INCLUDED IN RENTAL  | -100.00%                                  |
| 357  | PARKS          | MC GRAFT PARK KITCHEN (WEEKENDS)                         | FLAT                | 15.00        | 15.00        | 15.00        | 15.00        | FEE ELIMINATED - INCLUDED IN RENTAL  | -100.00%                                  |
| 358  | PARKS          | MC GRAFT PARK MUSIC BOWL                                 | HOUR                | 30.00        | 30.00        | 30.00        | 40.00        |                                      |                                           |
| 359  | PARKS          | PARKS (LIGHT COSTS BALL DIAMONDS)                        | EACH                | 30.00        | 30.00        | 30.00        | 40.00        |                                      |                                           |
| 360  | PARKS          | PARKS (MOVE BENCHES)                                     | EACH                | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS                         |                                           |
| 361  | PARKS          | PARKS (MOVE BLEACHERS)                                   | EACH                | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS                         |                                           |
| 362  | PARKS          | PARKS (MOVE PICNIC TABLES)                               | EACH                | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS                         |                                           |
| 363  | PARKS          | PARKS (MOVE STAGE)                                       | EACH                | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS                         |                                           |
| 364  | PARKS          | PARKS (SNOW FENCE)                                       | EACH                | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS                         |                                           |
| 365  | PARKS          | PARKS (SNOW FENCE RENTAL - NON-RESIDENTS)                | PER ROLL            | 0.00         | 0.00         | 5.00         | 5.00         | 5.00                                 |                                           |
| 366  | PARKS          | PARKS (USE OF GARBAGE CANS)                              | EACH                | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS | ACTUAL COSTS                         |                                           |
| 367  | PLANNING       | MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR               | EACH                | 0.00         | 0.00         | 119.00       | 119.00       | 119.00                               |                                           |
| 368  | PLANNING       | MASTER PLAN COPY (CITY, DDA, LDFA) - B & W               | EACH                | 25.00        | 25.00        | 25.00        | 25.00        | 25.00                                |                                           |
| 369  | PLANNING       | DOWNTOWN PLAN COPY                                       | EACH                | 0.00         | 0.00         | 20.00        | 20.00        | 30.00                                | 50.00%                                    |
| 370  | PLANNING       | SPECIAL MEETING FEE (HDC, PLANNING, ZBA)                 | PER REQUEST         | 200.00       | 200.00       | 200.00       | 200.00       | 400.00                               | 100.00%                                   |
| 371  | PLANNING       | OBSOLETE PROPERTY REHAB FILING & MONITORING FEE          | EACH                | 0.00         | 0.00         | 0.00         | 0.00         | 1,000.00                             | ***NEW FEE***                             |
| 372  | 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) |
| 373  | PLANNING       | IFT/CFT APPLICATION FEE (BASE ADMINISTRATION FEE)        | EACH                | 0.00         | 0.00         | 250.00       | 250.00       | 250.00                               | OR 2% OF ABATED TAXES (WHICHEVER IS LESS) |
| 374  | PLANNING       | BROWNFIELD DEVELOPMENT APPLICATION FEE                   | EACH                | 0.00         | 0.00         | 0.00         | 0.00         | 2,500.00                             | IF TAX CAPTURE FEE BASED ON ACTUAL COSTS  |
| 375  | POLICE         | ACCIDENT REPORTS (EACH ADDITIONAL PAGE)                  | EACH                | 1.00         | 1.00         | 1.00         | 1.00         | 1.00                                 | ***NEW FEE***                             |
| 376  | POLICE         | ACCIDENT REPORTS (FIRST PAGE)                            | EACH                | 5.50         | 5.50         | 5.50         | 5.50         | 5.50                                 |                                           |
| 377  | POLICE         | BIKE REGISTRATION (CHANGE OWNERSHIP)                     | EACH                | 2.00         | 2.00         | 2.00         | 2.00         | 2.00                                 |                                           |

CITY OF MUSKEGON  
Master Fee Resolution - Schedule of Fees  
(Effective 1/1/2001)

| DEPT | DESCRIPTION | UNIT                                        | 1997<br>FEE | 1998<br>FEE | 1999<br>FEE | 2000<br>FEE  | 2001<br>FEE  | DEPARTMENT<br>COMMENTS                      | %<br>CHANGE |
|------|-------------|---------------------------------------------|-------------|-------------|-------------|--------------|--------------|---------------------------------------------|-------------|
| 378  | POLICE      | BIKE REGISTRATION (DUPLICATE)               | 1.00        | 1.00        | 1.00        | 1.00         | 1.00         |                                             |             |
| 379  | POLICE      | BIKE REGISTRATION (ENGRAVING)               | 3.00        | 3.00        | 3.00        | 3.00         | 3.00         |                                             |             |
| 380  | POLICE      | BIKE REGISTRATION (NEW)                     | 2.00        | 2.00        | 2.00        | 2.00         | 2.00         |                                             |             |
| 381  | POLICE      | CITATION COPY                               | 3.00        | 3.00        | 3.00        | 3.00         | 3.00         |                                             |             |
| 382  | POLICE      | CONCEALED WEAPON PERMIT (INCL. FINGERPRINT) | 30.00       | 30.00       | 30.00       | 30.00        | 30.00        |                                             |             |
| 383  | POLICE      | FALSE ALARM FEE (4TH IN YEAR)               | 22.00       | 22.00       | 22.00       | 25.00        | 25.00        |                                             |             |
| 384  | POLICE      | FALSE ALARM FEE (5TH IN YEAR)               | 44.00       | 44.00       | 44.00       | 50.00        | 50.00        |                                             |             |
| 385  | POLICE      | FALSE ALARM FEE (6TH OR MORE IN YEAR)       | 55.00       | 55.00       | 55.00       | 60.00        | 60.00        |                                             |             |
| 386  | POLICE      | FINGERPRINTING (NON-CRIMINAL/NON-WEAPON)    | 10.00       | 10.00       | 10.00       | 10.00        | 10.00        |                                             |             |
| 387  | POLICE      | OFFENSE REPORTS (EACH ADDITIONAL PAGE)      | 1.00        | 1.00        | 1.00        | 1.00         | 1.00         |                                             |             |
| 388  | POLICE      | OFFENSE REPORTS (FIRST PAGE)                | 5.50        | 5.50        | 5.50        | 5.50         | 5.50         |                                             |             |
| 389  | POLICE      | OUIL COST RECOVERY FEE                      | 0.00        | 0.00        | 0.00        | ACTUAL COSTS | ACTUAL COSTS |                                             |             |
| 390  | POLICE      | PHOTOGRAPH REPRODUCTION (ENLARGED)          | 15.00       | 15.00       | 15.00       | 15.00        | 15.00        |                                             |             |
| 391  | POLICE      | PHOTOGRAPH REPRODUCTION (STD SIZE)          | 10.00       | 10.00       | 10.00       | 10.00        | 10.00        |                                             |             |
| 392  | POLICE      | SALVAGE INSPECTION                          | 27.00       | 27.00       | 27.00       | 27.00        | 27.00        |                                             |             |
| 393  | POLICE      | VEHICLE IMMOBILIZATION DEVICE REMOVAL FEE   | 0.00        | 0.00        | 0.00        | 65.00        | 65.00        |                                             |             |
| 394  | POLICE      | VEHICLE INSPECTION                          | 27.00       | 27.00       | 27.00       | 27.00        | 27.00        |                                             |             |
| 395  | POLICE      | VEHICLE IMPOUND FEE (PRIVATE)               | 0.00        | 0.00        | 0.00        | 50.00        | 50.00        |                                             |             |
| 396  | POLICE      | VEHICLE IMPOUND FEE (COURT-ORDERED)         | 0.00        | 0.00        | 0.00        | 50.00        | 50.00        |                                             |             |
| 397  | POLICE      | WEAPON PURCHASE PERMIT                      | 5.00        | 5.00        | 5.00        | 5.00         | 5.00         | FEE MANDATED BY STATE                       |             |
| 398  | RECREATION  | BASEBALL (ADULT)                            | 450.00      | 450.00      | 450.00      | 500.00       | 950.00       |                                             | 90.00%      |
| 399  | RECREATION  | BASEBALL (YOUTH)                            | 0.00        | 0.00        | 0.00        | 600.00       | 600.00       |                                             |             |
| 400  | RECREATION  | BASKETBALL (MEN'S CITY LEAGUE MAJOR)        | 275.00      | 275.00      | 275.00      | 290.00       | 565.00       |                                             | 94.83%      |
| 401  | RECREATION  | BASKETBALL (GRADE SCHOOL PLAYER FEE)        | 0.00        | 0.00        | 10.00       | 15.00        | 20.00        |                                             | 33.33%      |
| 402  | RECREATION  | CITY TOURNAMENT (GATE ENTRY FEE)            | 1.00        | 1.00        | 1.00        | 1.00         | 2.00         |                                             | 100.00%     |
| 403  | RECREATION  | CITY TOURNAMENT (GATE ENTRY FEE)            | 0.50        | 0.50        | 0.50        | 0.50         | 1.00         |                                             | 100.00%     |
| 404  | RECREATION  | FALL LEAGUE SOFTBALL MINOR                  | 125.00      | 125.00      | 125.00      | 140.00       | 230.00       |                                             | 64.29%      |
| 405  | RECREATION  | FALL OPEN GYM (YOUTH)                       | 1.00        | 1.00        | 1.00        | 1.00         | 1.00         |                                             |             |
| 406  | RECREATION  | FALL OPEN GYM (ADULT)                       | 1.00        | 1.00        | 1.00        | 1.00         | 2.00         |                                             | 100.00%     |
| 407  | RECREATION  | HIGH SCHOOL CITY TOURNAMENT (BASEBALL)      | 90.00       | 100.00      | 110.00      | 120.00       | 120.00       |                                             |             |
| 408  | RECREATION  | HIGH SCHOOL CITY TOURNAMENT (SOFTBALL)      | 95.00       | 115.00      | 130.00      | 150.00       | 150.00       |                                             |             |
| 409  | RECREATION  | INDOOR SOCCER (ADULT)                       | 100.00      | 100.00      | 100.00      | 100.00       | 0.00         | FEE ELIMINATED                              | -100.00%    |
| 410  | RECREATION  | JUNIOR SUMMER TENNIS LEAGUE                 | 60.00       | 60.00       | 60.00       | 75.00        | 75.00        |                                             |             |
| 411  | RECREATION  | OUTDOOR SOCCER (ADULT)                      | 150.00      | 150.00      | 150.00      | 210.00       | 650.00       |                                             | 209.52%     |
| 412  | RECREATION  | PICNIC SHELTER RENTAL                       | 35.00       | 40.00       | 40.00       | 45.00        | 50.00        |                                             | 11.11%      |
| 413  | RECREATION  | PICNIC SHELTER RENTAL (200 PERSON SHELTER)  | 35.00       | 40.00       | 40.00       | 45.00        | 65.00        |                                             | 44.44%      |
| 414  | RECREATION  | PLAYER FEE (ALL SPORTS)                     | 25.00       | 25.00       | 25.00       | 25.00        | 0.00         |                                             | -100.00%    |
| 415  | RECREATION  | SINGLE TEAM PLAYERS FEE - BASEBALL          | 350.00      | 350.00      | 350.00      | 350.00       | 0.00         | FEE ELIMINATED - INCLUDED IN TEAM SPORT FEE | -100.00%    |
| 416  | RECREATION  | SINGLE TEAM PLAYERS FEE - BASKETBALL        | 175.00      | 175.00      | 175.00      | 250.00       | 0.00         | FEE ELIMINATED - INCLUDED IN TEAM SPORT FEE | -100.00%    |
| 417  | RECREATION  | SINGLE TEAM PLAYERS FEE - FALL SOFTBALL     | 90.00       | 90.00       | 90.00       | 90.00        | 0.00         | FEE ELIMINATED - INCLUDED IN TEAM SPORT FEE | -100.00%    |
| 418  | RECREATION  | SINGLE TEAM PLAYERS FEE - SUMMER SOFTBALL   | 0.00        | 0.00        | 260.00      | 260.00       | 0.00         | FEE ELIMINATED - INCLUDED IN TEAM SPORT FEE | -100.00%    |
| 419  | RECREATION  | SINGLE TEAM PLAYERS FEE - INDOOR SOCCER     | 175.00      | 175.00      | 175.00      | 175.00       | 0.00         | FEE ELIMINATED - INCLUDED IN TEAM SPORT FEE | -100.00%    |
| 420  | RECREATION  | SINGLE TEAM PLAYERS FEE - SUMMER SOCCER     | 300.00      | 300.00      | 300.00      | 300.00       | 0.00         | FEE ELIMINATED - INCLUDED IN TEAM SPORT FEE | -100.00%    |
| 421  | RECREATION  | SOFTBALL CITY TOURNAMENT                    | 100.00      | 100.00      | 100.00      | 100.00       | 100.00       |                                             |             |
| 422  | RECREATION  | SOFTBALL FIELD RESERVATIONS                 | 5.00        | 5.00        | 5.00        | 10.00        | 10.00        |                                             |             |
| 423  | RECREATION  | SOFTBALL FIELD TOURNAMENT FEES              | 40.00       | 40.00       | 40.00       | 50.00        | 50.00        |                                             |             |
| 424  | RECREATION  | SOFTBALL MASA DISTRICT TOURNAMENT           | 100.00      | 100.00      | 100.00      | 100.00       | 100.00       |                                             |             |
| 425  | RECREATION  | SOFTBALL (MAJOR FASTPITCH)                  | 400.00      | 400.00      | 400.00      | 450.00       | 0.00         | FEE ELIMINATED                              | -100.00%    |
| 426  | RECREATION  | SOFTBALL (MAJOR MEN'S SLOWPITCH)            | 400.00      | 400.00      | 400.00      | 450.00       | 715.00       |                                             | 58.89%      |
| 427  | RECREATION  | SOFTBALL (MINOR FASTPITCH)                  | 280.00      | 280.00      | 280.00      | 315.00       | 0.00         | FEE ELIMINATED                              | -100.00%    |
| 428  | RECREATION  | SOFTBALL (SLOWPITCH-1 UMPIRE)               | 210.00      | 210.00      | 210.00      | 235.00       | 495.00       |                                             | 110.64%     |
| 429  | RECREATION  | SOFTBALL (SLOWPITCH-2 UMPIRES)              | 275.00      | 275.00      | 275.00      | 310.00       | 0.00         | FEE ELIMINATED                              | -100.00%    |
| 430  | RECREATION  | SWIM (LEARN TO SWIM)                        | 15.00       | 15.00       | 15.00       | 20.00        | 25.00        |                                             | 25.00%      |
| 431  | RECREATION  | SWIM (LEARN TO SWIM)                        | 10.00       | 10.00       | 10.00       | 10.00        | 10.00        |                                             |             |
| 432  | RECREATION  | SWIM (OPEN SWIM YOUTH)                      | 1.00        | 1.00        | 1.00        | 1.00         | 1.00         |                                             |             |
| 433  | RECREATION  | SWIM (OPEN SWIM ADULT)                      | 1.00        | 1.00        | 1.00        | 1.00         | 2.00         |                                             | 100.00%     |
| 434  | RECREATION  | WOMEN'S BASKETBALL                          | 200.00      | 200.00      | 200.00      | 200.00       | 395.00       |                                             | 97.50%      |
| 435  | TREASURER   | DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT) | 0.50        | 0.50        | 0.50        | 0.50         | 0.50         |                                             |             |
| 436  | TREASURER   | DUPLICATE TAX BILL COPY (TYPED BILL)        | 3.00        | 3.00        | 3.00        | 3.00         | 3.00         |                                             |             |
| 437  | TREASURER   | NSF CHECK/NSF ACH HANDLING CHARGE           | 20.00       | 20.00       | 25.00       | 25.00        | 25.00        |                                             |             |
| 438  | TREASURER   | TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD) | 3.00        | 3.00        | 5.00        | 5.00         | 5.00         |                                             |             |
| 439  | TREASURER   | TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD) | 12.00       | 12.00       | 12.00       | 12.00        | 12.00        |                                             |             |

CITY OF MUSKEGON  
Master Fee Resolution - Schedule of Fees  
(Effective 1/1/2001)

| DEPT | DESCRIPTION | UNIT                                                                   | 1997<br>FEE         | 1998<br>FEE                | 1999<br>FEE                | 2000<br>FEE                | 2001<br>FEE                | DEPARTMENT<br>COMMENTS     | %<br>CHANGE   |
|------|-------------|------------------------------------------------------------------------|---------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|---------------|
| 440  | TREASURER   | PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION) | EACH                | 0.00                       | 0.00                       | 0.00                       | 0.00                       | 5.00                       | ***NEW FEE*** |
| 441  | TREASURER   | PROPERTY TAX ROLL ON CD-ROM                                            | EACH                | 0.00                       | 0.00                       | 0.00                       | 0.00                       | 100.00                     | ***NEW FEE*** |
| 442  | TREASURER   | PROPERTY TAX LIEN INQUIRY/LOOKUP                                       | EACH                | 0.00                       | 0.00                       | 0.00                       | 0.00                       | 15.00                      | ***NEW FEE*** |
| 443  | WATER-SEWER | DELINQUENT PAYMENT PENALTY                                             | PAST DUE BALANCE    | 10.00%                     | 10.00%                     | 10.00%                     | 10.00%                     | 10.00%                     |               |
| 444  | WATER-SEWER | DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)                              | PAST DUE BALANCE    | GREATER OF 20<br>OR \$25.0 | GREATER OF 20<br>OR \$25.0 | GREATER OF 20<br>OR \$25.0 | GREATER OF 20<br>OR \$25.0 | GREATER OF 20<br>OR \$25.0 |               |
| 445  | WATER-SEWER | HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE                     | EACH                | 35.00                      | 35.00                      | 35.00                      | 35.00                      | 35.00                      |               |
| 446  | WATER-SEWER | INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER)                     | EACH                | 400.00                     | 400.00                     | 600.00                     | 600.00                     | 600.00                     |               |
| 447  | WATER-SEWER | INSTALLATION OF STUB LINE TO PROPERTY LINE (WATER)                     | EACH                | 400.00                     | 400.00                     | 600.00                     | 600.00                     | 600.00                     |               |
| 448  | WATER-SEWER | METER REPLACEMENT AT OWNER'S REQUEST                                   | EACH                | ACTUAL COSTS               | ACTUAL COSTS               | ACTUAL COSTS               | ACTUAL COSTS               | ACTUAL COSTS               |               |
| 449  | WATER-SEWER | METER RESET AT OWNER'S REQUEST                                         | EACH                | 25.00                      | 25.00                      | 25.00                      | 25.00                      | 25.00                      |               |
| 450  | WATER-SEWER | METER TEST                                                             | EACH                | 35.00                      | 35.00                      | 35.00                      | 35.00                      | 35.00                      |               |
| 451  | WATER-SEWER | MISSED METER APPOINTMENT                                               | EACH                | 0.00                       | 0.00                       | 0.00                       | 25.00                      | 25.00                      |               |
| 452  | WATER-SEWER | TEMPORARY (MINIMUM 30 DAY) SERVICE                                     | EACH                | 25.00                      | 25.00                      | 25.00                      | 25.00                      | 25.00                      |               |
| 453  | WATER-SEWER | TURN ON CHARGE (AFTER HOURS)                                           | EACH                | 35.00                      | 35.00                      | 35.00                      | 35.00                      | 35.00                      |               |
| 454  | WATER-SEWER | TURN ON CHARGE (REGULAR HOURS)                                         | EACH                | 25.00                      | 25.00                      | 25.00                      | 25.00                      | 25.00                      |               |
| 455  | WATER-SEWER | TURN ON CHARGE (SEASONAL USE)                                          | EACH                | 12.50                      | 12.50                      | 12.50                      | 12.50                      | 12.50                      |               |
| 456  | WATER-SEWER | UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)                   | EACH                | 200.00                     | 200.00                     | 200.00                     | 200.00                     | 200.00                     |               |
| 457  | WATER-SEWER | UNAUTHORIZED WATER USE (ADDITIONAL CHARGE FOR CONT'D USE)              | PER DAY             | 20.00                      | 20.00                      | 20.00                      | 20.00                      | 20.00                      |               |
| 458  | ZONING      | FENCE PERMIT FEE                                                       | EACH                | 10.00                      | 10.00                      | 10.00                      | 10.00                      | 25.00                      | 150.00%       |
| 459  | ZONING      | LOT SPLIT REVIEW                                                       | EACH                | 0.00                       | 0.00                       | 0.00                       | 0.00                       | 25.00                      | ***NEW FEE*** |
| 460  | ZONING      | ZONING, GIS MAPS (34" x 44" B & W)                                     | EACH                | 0.00                       | 0.00                       | 0.00                       | 0.00                       | 20.00                      | ***NEW FEE*** |
| 461  | ZONING      | ZONING, GIS MAPS (34" x 44" COLOR)                                     | EACH                | 0.00                       | 0.00                       | 0.00                       | 0.00                       | 20.00                      | ***NEW FEE*** |
| 462  | ZONING      | PLANNED UNIT DEVELOPMENT (PUD)                                         | EACH                | 500.00                     | 500.00                     | 500.00                     | 500.00                     | 500.00                     |               |
| 463  | ZONING      | SIDEWALK BENCH ENCROACHMENT                                            | PER BENCH PER MONTH | 5.00                       | 5.00                       | 5.00                       | 5.00                       | 5.00                       |               |
| 464  | ZONING      | SITE PLAN REVIEW FEE - MINOR                                           | EACH                | 0.00                       | 0.00                       | 0.00                       | 40.00                      | 40.00                      |               |
| 465  | ZONING      | SITE PLAN REVIEW FEE - MAJOR                                           | EACH                | 0.00                       | 0.00                       | 0.00                       | 100.00                     | 100.00                     |               |
| 466  | ZONING      | SPECIAL MEETING FEE (ZONING BOARD OF APPEALS)                          | EACH                | 200.00                     | 200.00                     | 200.00                     | 200.00                     | 200.00                     |               |
| 467  | ZONING      | SPECIAL USE PERMIT                                                     | EACH                | 200.00                     | 200.00                     | 200.00                     | 200.00                     | 200.00                     |               |
| 468  | ZONING      | STREET VACATION                                                        | EACH                | 200.00                     | 200.00                     | 200.00                     | 200.00                     | 200.00                     |               |
| 469  | ZONING      | ZONING COMPLIANCE LETTER                                               | EACH                | 0.00                       | 0.00                       | 0.00                       | 25.00                      | 25.00                      |               |
| 470  | ZONING      | ZONE CHANGE                                                            | EACH                | 200.00                     | 200.00                     | 200.00                     | 200.00                     | 200.00                     |               |
| 471  | ZONING      | ZONING BOARD OF APPEALS APPLICATION                                    | EACH                | 200.00                     | 200.00                     | 200.00                     | 200.00                     | 200.00                     |               |
| 472  | ZONING      | ZONING ORDINANCE COPY                                                  | EACH                | 25.00                      | 25.00                      | 25.00                      | 25.00                      | 25.00                      |               |
| 473  | ZONING      | ZONING ORDINANCE COPY W/ MAP                                           | EACH                | 0.00                       | 0.00                       | 0.00                       | 0.00                       | 40.00                      | ***NEW FEE*** |
| 474  | ZONING      | ZONING VARIANCE                                                        | EACH                | 200.00                     | 200.00                     | 200.00                     | 200.00                     | 200.00                     |               |

|                     | <u>Grass Alert</u> | <u>24 hr. Sticker Alert*</u> | <u>Garbage Alert*</u> | <u>Triple Alert*</u> | <u>Triple Alert<br/>Good Citizen<br/>Discount**</u> |
|---------------------|--------------------|------------------------------|-----------------------|----------------------|-----------------------------------------------------|
| 1 property          | \$15.00            | \$15.00                      | \$15.00               | \$35.00              | \$25.00                                             |
| 2-5 properties      | \$25.00            | \$25.00                      | \$25.00               | \$65.00              | \$50.00                                             |
| 6-10 properties     | \$30.00            | \$30.00                      | \$30.00               | \$75.00              | \$50.00                                             |
| 11-25 properties    | \$40.00            | \$40.00                      | \$40.00               | \$100.00             | \$75.00                                             |
| 26-50 properties    | \$50.00            | \$50.00                      | \$50.00               | \$125.00             | \$100.00                                            |
| 51-100 properties   | \$75.00            | \$75.00                      | \$75.00               | \$175.00             | \$150.00                                            |
| over 100 properties | \$100.00           | \$100.00                     | \$100.00              | \$250.00             | \$175.00                                            |

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\*\*To qualify, there may be not more than 1 clean-up per 10 properties per year.

\*Prices include vouchers for garbage stickers and leaf bags

**AGENDA ITEM # \_\_\_\_\_**

To: Mayor and City Commissioners  
From: Lee J. Slaughter, Assistant City Manager  
Date: December 5, 2000  
Re: Legal Services for the Period January 1, 2001 to December 31, 2003

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**SUMMARY REPORT**

The City Commission requested proposals from *legal firms with a local presence in Muskegon* to provide the City's legal services. The deadline for receipt of proposals was November 14, 2000. The request generated two proposals: (1) Parmenter O'Toole --- the City's current legal service provider and (2) Nantz, Litowich, Smith & Girard --- a firm located in Grand Rapids.

Parmenter O'Toole's proposal is to provide legal services for all three of the areas outlined in the RFP --- General Counsel, Prosecution and Labor/Personnel at an hourly rate of \$100 or an annual retainer fee of \$360,000.

Nantz, Litowich, Smith & Girard's proposal is to provide legal services for one of the three areas outlined in the RFP --- Labor/Personnel at an hourly rate of \$145.

**FINANCIAL IMPACT**

\$360,000 per year.

**STAFF RECOMMENDATION**

Staff recommends entering into a three-year contract with Parmenter O'Toole to provide legal services to the City of Muskegon in the areas of General Counsel, Prosecution and Labor/Personnel. The contract will begin effective January 1, 2001 and end December 31, 2003.

**COMMITTEE RECOMMENDATION**

This item will be discussed at the City Commission Work Session on Monday, December 11, 2000.

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made between the CITY OF MUSKEGON, hereinafter called "the City," and PARMENTER O'TOOLE, P.C., hereinafter known as "the Law Firm," G. THOMAS JOHNSON and JOHN C. SCHRIER, the law firm and the said persons being sometimes referred to collectively as "the attorneys."

### RECITALS:

1. The City of Muskegon is a home rule city, organized by charter, which provides for the office of City Attorney.
2. The City makes this agreement for the purpose of naming the City Attorney and the Assistant City Attorney, and further to provide for legal services to the City by the said Law Firm and G. Thomas Johnson and John C. Schrier.
3. The City Attorney and the Assistant City Attorney are expected to be members of the Law Firm, and the City believes it necessary and advisable to contract with the Law Firm as well as the City Attorney and Assistant City Attorney because of the extent and scope of legal services necessary to be performed.

### THE PARTIES THEREFORE AGREE:

#### **1.0 APPOINTMENT OF CITY ATTORNEY, ASSISTANT CITY ATTORNEY AND RETENTION OF LAW FIRM.**

1.1 The City appoints G. Thomas Johnson, City Attorney, pursuant to charter, and John C. Schrier as Assistant City Attorney. The said attorneys accept the appointments, committing to perform their legal duties to the best of their ability and in accordance with the highest standards of the legal profession, both as to standards of law practice and its ethics and rules of professional conduct.

1.2 G. Thomas Johnson and John C. Schrier shall exercise their appointments in connection with their practice as members of the Law Firm, and the City therefore retains the Law Firm for the performance of the legal services described herein. Members of the Law Firm are authorized to appear as Special Assistant City Attorneys.

#### **2.0 COMPENSATION FOR SERVICES.**

2.1 Compensation shall be by fees for services payable to the Law Firm. No additional compensation shall be due to the City Attorney or Assistant City Attorney or any other member of the Law Firm by virtue of their appointments made pursuant to this agreement.

2.2 The schedule of fees shall be the proposed retainer fee and hourly fees set forth in Exhibit 1, the Proposal for Legal Services, attached and incorporated herein. The parties agree that, as set forth and explained further in Exhibit 1, the fees and expenses for alternative representation of the City in the event of conflicts shall not be deducted from the retainer or the fees of the Law Firm. The fees that apply are found under the section of the proposal entitled "General Counsel, Prosecution, and Labor/Personnel."

2.3 The fees to be paid to the Law Firm for the first three years of the term are set forth in Exhibit 1. Before the end of the third year of the term, the parties shall review the services and fees of the Law Firm to determine appropriate fees for the balance of the five year term of this agreement.

### **3.0 TERM AND TERMINATION.**

3.1 The term of this agreement is three (3) years, beginning January 1, 2001. Renewals may occur only on mutually agreeable terms.

3.2 Either party reserves the right to terminate this agreement on 90 days notice or in the event of a material breach of the terms and conditions hereof by the other.

3.3 Notwithstanding the above provisions, the City Charter concerning the appointment of the City Attorney shall prevail, and nothing herein is intended to abrogate those provisions.

### **4.0 DESCRIPTION OF SERVICES; COMPENSATION.**

#### **4.1 SERVICES TO BE INCLUDED IN THE RETAINER.**

4.1.1 Attendance at all regular and special City Commission meetings.

4.1.2 Attendance, as needed, at meetings of committees of the City Commission, Boards of Appeals, Planning Commission, Historic District Commission, the Civil Service Commission, Pension Boards, and Authorities.

4.1.3 The rendering of legal advice and opinions, preparation and drafting services in connection with the City Charter or Charter revisions/amendments, preparation of legal documents, drafting of ordinances and resolutions, and consultation on City matters with the City Commission, City Manager, Assistant City Manager, and department heads.

4.1.4 Appearance in court for the prosecution of ordinance violations, including criminal complaints and civil infractions, lawsuits for injunctions and civil enforcement of civil ordinances, and revolving loan fund collections.

4.1.5 Labor negotiations, arbitration, and advice on labor relations and personnel matters.

4.1.6 Services rendered in connection with Authorities or other entities associated with the City regardless of the funding source. Such bodies include, but are not limited to: the Downtown Development Authority, Tax Increment Finance Authority, Local Development Finance Authority, and the Hospital Finance Authority.

4.1.7 Appearance and prosecution of defense of cases before the Michigan Tax Tribunal or State Tax Commission. (Note 50 mile attendance proviso below.)

4.1.8 Work associated with bond issues, except for the duties traditionally required of Bond Counsel.

4.1.9 Real estate transactions and condemnation proceedings.

#### **4.2 SERVICES TO BE COMPENSATED IN ADDITION TO THE RETAINER.**

4.2.1 Defense of the City in litigation subject to insurance coverage - typically, where the Risk Authority or insurance carrier requests local appearances by the City Attorney on behalf of and representing the City or one of its authorities, agencies or employees.

4.2.2 As stated above, the firm shall bill at its hourly rate set forth herein for the time spent in attending hearings, discovery proceedings or investigations in connection with controversies before any court, tribunal or administrative agency where the attorney must travel more than 50 miles from the City.

4.2.3 Representation of the Muskegon Housing Commission is not expected or included in any services to City.

4.2.4 Specialized legal services by others.

4.2.5 Services by other lawyers because of conflicts.

#### **5.0 GENERAL CONDITIONS.**

5.1 **COORDINATION.** The City Attorney shall coordinate the services of the Assistant City Attorney and members of the Law Firm on City matters.

5.2 **EXPENSES.** Expenses set forth in Exhibit 1 shall be separately charged.

5.3 **BILLINGS AND COMPENSATION.** Payment of compensation shall generally be made on a monthly basis. Billings for monthly increments of the retainer, extraordinary services and other funded services shall be rendered promptly and monthly in form and substance as set forth in the fee schedule. Billings for expenses shall also be rendered

monthly. The attorneys shall maintain records of time and services, which shall be available for inspection by the City Manager at reasonable times.

**5.4 INDEPENDENT CONTRACTORS.** The City Attorney, the Assistant City Attorney and the Law Firm are not employees of the City. They are determined to be independent legal counsel and independent contractors.

**5.5 MALPRACTICE INSURANCE.** The attorneys commit to carry legal malpractice insurance in the amount of at least \$1,000,000, through the policy or policies issued to the Law Firm.

**5.6 SUPPLIES.** Generally, the firm shall have its own supplies and office equipment. On occasion supplies will be required for City services and, with the approval of the City Manager and by his authority, the City will furnish same at its expense. By way of example, City stationery will normally be supplied by the City.

**5.7 CONFLICTS OF INTEREST.** The attorneys agree to exercise their best efforts to avoid representation of any person, party or entity in any cause contrary to the interest of the City. The attorneys and firm shall absolutely desist from representing any private person or entity on any matter in which the City is or may become an opposing party.

The parties understand that the attorneys currently represent a number of clients, including businesses, private parties and municipalities. Where a potential conflict of interest because of such representation may occur, the parties shall proceed as follows:

**5.7.1** In the event of a potential conflict of interest, the City Attorney shall identify the conflict and inform both parties in writing identifying the potential cause of conflict.

**5.7.2** The City shall determine whether the conflict is material, and if it determines that it is not, instruct the City Attorney to continue representation of the City; provided, however, the City Attorney and the Law Firm may determine that the conflict cannot be overcome and advise the City accordingly, taking steps to assist in obtaining alternative representation of the City and of the other party.

**5.7.3** In the event the City determines that the conflict is material, the City shall so inform the City Attorney and the City Attorney shall assist the City and the other party in obtaining alternative representation for that matter.

**5.7.4** In the event the City authorizes the attorneys to continue representation of the City in the matter, the attorneys shall do so in a manner that avoids disclosure of confidential communications to any member of the Law Firm representing the other party and the City Attorney shall not represent the other party in connection with that matter.

**5.7.5** The attorneys especially commit not to represent any party against the City in any matter of litigation.

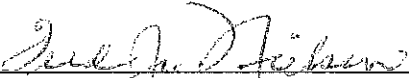
5.7.6 Notwithstanding the above, the attorneys shall act in accordance with the letter and spirit of the Michigan Rules of Professional Conduct ("MRPC") as adopted by the Michigan Supreme Court as they apply to any matter involving a conflict of interest or potential conflict of interest. In case the MRPC conflict with this agreement, the MRPC shall prevail.

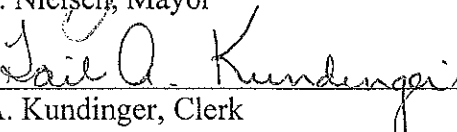
6.0 **COUNTERPARTS.** This agreement may be executed in multiple counterparts. Any copy of this agreement may be relied upon as the original. Amendments to this agreement must be in writing on documents of equal dignity with this agreement.

7.0 **CONTINUITY/BENEFIT.** In the event the Law Firm experiences the addition of personnel or there are changes in membership of the Law Firm, this agreement shall continue in effect unless such change adversely affects the representation of the City. The City Attorney and Assistant City Attorney shall be members of the Law Firm.

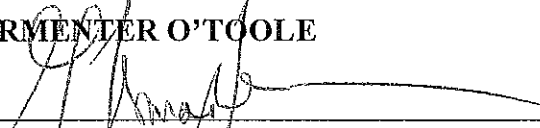
IN WITNESS WHEREOF, the parties execute this agreement this \_\_\_\_ day of \_\_\_\_\_, 2001.

**CITY OF MUSKEGON**

By   
Fred J. Nielsen, Mayor

And   
Gail A. Kundinger, Clerk

**PARMENTER O'TOOLE**

By   
G. Thomas Johnson  
City Attorney

By   
John C. Schrier  
Assistant City Attorney

## **Exhibit 1**

### **PROPOSAL FOR LEGAL SERVICES**

Parmenter O'Toole, P.C.  
175 W. Apple At First, P.O. Box 786  
Muskegon, Michigan 49443-0786

We present our proposal for legal services to the City of Muskegon, in response to the request for proposals sent October, 2000. The firm desires to continue its services to the City as its attorneys. The firm, its lawyers and staff, have worked for the City for a number of years and are economically involved in the City. We work here, make our livelihoods here and spend our money here. We believe our proposal is particularly responsive to the City's needs. The firm proposes that G. Thomas Johnson be appointed City Attorney and John C. Schrier be appointed Assistant City Attorney.

## TABLE OF CONTENTS

|                                                                            |     |
|----------------------------------------------------------------------------|-----|
| Firm Qualification .....                                                   | 1   |
| Municipal and Public Corporation Clients .....                             | 1   |
| Municipal Clients Formerly Served .....                                    | 1   |
| Legal Staff .....                                                          | 2-4 |
| Description of Services and Proposal .....                                 | 4   |
| A.    Services to be Included in the Retainer .....                        | 4-5 |
| B.    Proposal for General Counsel, Prosecution, and Labor/Personnel ..... | 6   |
| C.    Comment .....                                                        | 6   |
| D.    Significant Expansion of Retainer Services .....                     | 6-7 |
| Conflicts .....                                                            | 7-8 |
| Computer Connection .....                                                  | 8   |
| Malpractice Insurance .....                                                | 8   |
| Summary Comments .....                                                     | 8   |

### **Firm Qualifications**

This firm represents an extensive group of clients including individuals, businesses and municipalities. A considerable part of our practice is and has been service as municipal and public corporation counsel. The firm's Martindale-Hubbell rating is "AV".

### **Municipal and Public Corporation Clients**

1. The City of Muskegon - representation in all areas. The Muskegon City Attorneys have been partners of this firm since 1961.
2. Egelston Township - general municipal counsel in all areas. We have represented Egelston Township since 1973.
3. Sullivan Township - general counsel in all areas. We have represented Sullivan Township since 1976.
4. City of Montague - the firm has represented the City of Montague for labor matters since 1988 and general counsel since 1993.
5. Montague Volunteer Fire District - the firm has represented the Montague Volunteer Fire District beginning in 1994.
6. City of North Muskegon - The firm has represented the City of North Muskegon since 1996, and previously assisted the City in connection with its charter revision process.
7. Greenwood Township - The firm has represented Greenwood Township since 1997.
8. Village of Lakewood Club - The firm has represented the Village of Lakewood Club since 1998.

### **Municipal Clients Formerly Served**

1. Muskegon County - we represented Muskegon County in several labor matters and special projects from 1982 through 1987.
2. City of Muskegon Heights - the firm formerly represented the City of Muskegon Heights on labor matters for several years until 1988 and as counsel to the Charter Commission.
3. White River Township - general counsel in all areas. We represented White River Township between 1970 and 1994.
4. Fruitland Township - general counsel in all areas from 1990 through 1998.
5. City of Whitehall - the firm has represented the City of Whitehall on water and sewer matters and conflict matters.

### Legal Staff

The firm has nineteen active lawyers, all of whom may perform work for the City of Muskegon. If retained, the firm suggests appointment of G. Thomas Johnson as City Attorney, and John C. Schrier as Assistant City Attorney.

The members of the firm who will serve the City, with their educational and practice concentrations, as well as particular highlights of their practice, are as follows:

G. Thomas Johnson      Education: Franklin & Marshall College (A.B., 1959); University of Pennsylvania (J.D., 1963); Special Assistant Attorney General, 1971-1977, 1987-present; County Public Administrator, 1976-1987; Assistant City Attorney, 1989 and City Attorney for Muskegon, 1990-present; Member: ABA, State Bar of Michigan (Public Corporation Law, and Alternative Dispute Resolution Sections). Practice concentrated in municipal and public corporation law; litigation.

John C. Schrier      Education: Hope College (B.A., 1978); Wayne State University (M.P.A., 1980); University of Detroit (J.D., 1984); Citizens Research Council of Michigan, 1978-83; Staff, Michigan House of Representatives, 1983; Montague City Attorney 1993-present; North Muskegon City Attorney 1996-present; Assistant Muskegon City Attorney, 1990-present. Practice concentrated in labor law, municipal and public corporation law.

Thomas J. O'Toole      Education: Marquette University (Ph.B., 1948); University of Michigan (LL.B., 1951). Phi Alpha Delta Legal Fraternity; Muskegon City Attorney 1978-89; Special Assistant Attorney General, 1961-present; Muskegon County Bar President 1969; Member: ABA, State Bar of Michigan (Public Corporation Law Section). Practice concentrated in municipal and public corporation law; real estate and litigation.

Linda S. Kaare      Education: Northern Michigan University (B.A., 1977); Cooley Law School (J.D., 1986). Assistant Muskegon County Prosecutor, 1987-1989. Former Law Clerk to Benjamin F. Gibson, U.S. District Court, Western District of Michigan 1986-87. Practice concentrated in retirement plans and employee benefits law.

James R. Scheuerle      Education: Hope College (B.A., 1985); Detroit College of Law (J.D., cum laude, 1989). Member: State Bar of Michigan. Practice concentrated in creditors rights, bankruptcy, consumer collections and commercial collections.

|                     |                                                                                                                                                                                                                                                                                  |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scott R. Sewick     | Education: Central Michigan University (B.S., 1994); Detroit College of Law at Michigan State University (J.D., Magna Cum Laude, Deans List, 1998). Member: Muskegon County and American Bar Association; State Bar of Michigan. Practice concentrated in commercial litigation. |
| Jennifer L. Hylland | Education: Marquette University (B.A., 1994); DePaul University College of Law (J.D., 1998). Member: Muskegon County and American Bar Associations; State Bar of Michigan; Women Lawyers Association of Michigan. Practice concentrated in family Law and litigation.            |

The following members of the firm would not normally perform City work, but their expertise is available on a continuing basis:

|                      |                                                                                                                                                                                                               |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| John M. Briggs       | Education: University of Michigan (A.B., 1964); J.D., 1967; Practice concentrated in real estate, property tax appeals, and business law.                                                                     |
| Eric J. Fauri        | Education: University of Delaware (B.A., 1963); University of Michigan (J.D., with distinction, Phi Beta Kappa, Phi Kappa Phi 1966). Practice concentrated in banking, business and real estate law.          |
| W. Brad Groom        | Education: University of Michigan (B.A., 1976); University of Detroit (J.D., Magna Cum Laude, 1980). Practice concentrated in business law and commercial litigation.                                         |
| Jeffrey A. Jacobson  | Education: Michigan State University (B.A., 1999); Thomas M. Cooley Law School (J.D., 1998); Case Western Research University Law School (LLM, Taxation). Practice concentrated in business and taxation law. |
| George W. Johnson    | Education: University of Michigan (B.A., with distinction, 1971); University of Denver (J.D., 1975). Practice concentrated in professional corporations, pension and profit-sharing and taxation.             |
| Christopher L. Kelly | Education: University of Michigan (B.A., 1982); California Western School of Law (J.D., 1985). Practice concentrated in real estate, litigation, business and corporate law, and bankruptcy.                  |
| Keith L. McEvoy      | Education: University of Michigan (B.B.A., 1982); Suffolk University (J.D., 1992). Practice concentrated in real estate, business and corporate law.                                                          |

|                    |                                                                                                                                                                                                                                                    |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| William J. Meier   | Education: Tufts University (B.A., 1987); Boston University (M.B.A., 1991); The John Marshall Law School (J.D., 1994). Practice concentrated in corporate and business law.                                                                        |
| Michael L. Rolf    | Education: University of Cincinnati (B.B.A., 1967; J.D., 1970). Member, Board of Editors, Cincinnati Law Review, 1968-70. Practice concentrated in corporate and business law.                                                                     |
| Philip M. Stoffan  | Education: Michigan State University (B.A., 1969; M.A., 1982); Eastern Michigan University (M.B.A., 1986); University of Maryland (J.D., 1993). Practice concentrated in managed health care, health and hospital, and business and corporate law. |
| Anna K. Urlick     | Education: Albion College (B.A., summa cum laude, 1994); Wayne State University Law School (J.D., Phi Beta Kappa 1997). Practice concentrated in business law and estate planning.                                                                 |
| George D. Van Epps | Education: Albion College (B.A., 1952); Detroit College of Law (L.L.B., 1964). Assistant Prosecuting Attorney and Chief Assistant Prosecuting Attorney, Muskegon County, 1965-1966. Practice concentrated in family law.                           |

### **Description of Services and Proposal**

The request for proposals requests a single proposal for all legal services, excluding certain specified areas, and a separate proposal for General Counsel, Prosecution and Labor/Personnel.

#### **A. Legal Services to be Included in a Single Retainer**

As to this proposal, the Firm would propose to act as legal counsel for the City, specifically including:

1. Attendance at all regular and special City Commission meetings.
2. Attendance, as needed, at meetings of committees of the City Commission, Boards of Appeals, Planning Commission, Historic District Commission, the Civil Service Commission, Pension Boards, and Authorities.
3. The rendering of legal advice and opinions, preparation and drafting services in connection with the City Charter or Charter revisions/amendments, preparation of legal documents, drafting of ordinances and resolutions, and consultation on City matters with the City Commission, City Manager, Assistant City Manager, and department heads.

4. Appearance in court for the prosecution of ordinance violations, including criminal complaints and civil infractions, lawsuits for injunctions and civil enforcement of civil ordinances, and revolving loan fund collections.
5. Labor negotiations, arbitration, and advice on labor relations and personnel matters.
6. Services rendered in connection with Authorities or other entities associated with the City regardless of the funding source. Such bodies include, but are not limited to, the Downtown Development Authority, Tax Increment Finance Authority, Local Development Finance Authority, and the Hospital Finance Authority. Not included is the Muskegon Housing Commission (which has recently become independent).
7. Appearance and prosecution of defense of cases before the Michigan Tax Tribunal or State Tax Commission.
8. Work associated with bond issues, except for the duties traditionally required of Bond Counsel.
9. Real estate transactions and condemnation proceedings.
10. Defense of the City in litigation subject to insurance coverage - typically, where the Risk Authority or insurance carrier requests local appearances by the City Attorney, on behalf of and representing the City or one of its authorities, agencies or employees.

The City, and our experience in 2000, would suggest that the Firm will spend 3,600 billable hours on behalf of the City for the above referenced representation. To date, the Firm has undertaken very limited defense of the City in litigation subject to insurance coverage. The City may, during the course of this contract, find it cost effective to have the Firm undertake more defense of the City, especially when the amounts in controversy, including cost of defense, are less than the retention amount.

The firm proposes that the retainer for the above services be contracted for as follows:

| <u>Years</u> | <u>Amount</u> |
|--------------|---------------|
| 2001         | \$360,000     |
| 2002         | \$360,000     |
| 2003         | \$360,000     |

To the extent that the number of hours exceed 3,600 per year, the Firm would expect to be compensated for additional hours at the rate of \$100 per hour. To the extent that the number of hours are less than 3,600 per year, the Firm would reimburse the City at the rate of \$100 per hour. The Firm would prefer to have the modification occur on a semi-annual basis. This arrangement has worked very well in 2000 and has resulted in a better use of legal services.

**B. Proposal for General Counsel, Prosecution, and Labor/Personnel**

The City has requested a proposal for each of these areas separately. Given that legal advice does not necessarily easily fall into the three categories, the Firm finds it impossible to bid an annual retainer fee as to each of the categories. Presently, if a member of the Firm attends a City Commission meeting all time is reported as "General Counsel". Presumably, under the scenario of separate attorneys for the separate areas, the total amount of time billed to the City would increase and the information provided to bidders understates that for each function. Further, certain assignments are not easily categorized. For instance, when a pension ordinance is needed applicable to non-union employees that time could be included in either "General Counsel" or "Labor/Personnel". Likewise, some court time, but not time at the City Commission, relating to dangerous buildings, has been included in "Prosecution", but could as easily be included in "General Counsel".

If the Firm is not selected to undertake all representation, then the Firm would propose to undertake the work at an hourly rate of \$120. The Firm is not interested in, and is not submitting a proposal, to represent the City on Prosecution matters only. The Firm would undertake Prosecution work only if the Firm were selected to represent the City on "General Counsel" matters or "Labor/Personnel" matters.

**C. Comment**

For several years the firm has represented the City and its compensation has been provided by a retainer, together with payment for extra services for functions or authorities which were separately funded. In 1999, discussions occurred concerning the amount of time expended by the Firm on behalf of the City. In 2000, the City and Firm agreed to a retainer with compensation increased or decreased in June or increased in December. This has resulted in a reduction of hours. Given the commencement of two major pieces of litigation, the Firm expects a substantial increase in legal services hours.

The Firm believes, however, that the modification of the annual retainer in 2000 has assisted in keeping legal fees in check and would propose to continue that practice.

In the past, the City has retained the Firm for all work. This has allowed certain economies within the Firm, which has been shared with the City. If the firm is retained for all work, economies can be shared with the City and is reflected in our bid. If the firm is retained for only some of the work, economies are not available.

**D. Significant Expansion of Services**

Five years ago, the Firm submitted its proposal with the concept that five attorneys would be working on "retainer". Today, our proposal contemplates that seven attorneys would be working, within their specialties, on "retainer". This is a function of the Firm adding personnel and specialties which are useful in City work.

We believe we are all available to serve the City, with our specialties in mind. However, a great majority of the service would be performed by those who are most familiar with problems that the City will face over the next few years. Therefore, some members will be most closely involved with the City:

**G. Thomas Johnson** - Would be named as City Attorney. Would attend most City Commission meetings and prepare most legal opinions for the City. Contracts involving real estate, economic development matters, development agreements, and most other agreements, except for collective bargaining agreements, would be drafted, negotiated and prepared by him. Matters before the Tax Tribunal and State Tax Commission would be primarily his responsibility, as would local work in connection with bond issues. He would be responsible for real estate transactions and documentation, condemnation proceedings and defense of litigation. He would assist in City prosecutions and court cases enforcing City ordinances, and work as part of any team responsible for environmental matters.

**John C. Schrier** - Would be appointed Assistant City Attorney. He would be available for all the work and responsibilities of the City Attorney, and would attend some City Commission meetings. In addition his primary responsibilities would include all personnel and labor matters, collective bargaining contracts and negotiation, labor arbitrations, mediations, etc. He has particular expertise and would be involved in civil rights personnel claims. He would assist in City prosecutions and court cases enforcing City ordinances.

**Jennifer L. Hylland** - Would be primarily concerned with prosecutions under City Ordinances for criminal matters and civil infractions.

**Linda S. Kaare** - In the event the City needs legal advice regarding various pension matters, Linda S. Kaare who specializes in her practice in employee benefits and retirement and pension plans, would advise the City in those areas.

**Thomas J. O'Toole** - Mr. O'Toole would be available to provide assistance, primarily in litigation and economic development areas.

**James R. Scheuerle** - James R. Scheuerle would serve the City in creditor bankruptcy, collection and landlord/tenant matters.

**Scott R. Sewick** - Would be primarily concerned with prosecutions under City Ordinances for criminal matters and civil infractions, together with dangerous buildings and fire damage cases.

### Conflicts

Conflicts may occur from time to time, especially since the firm has many business and personal clients. In the past, we have been sensitive to such situations, and we would continue to monitor all matters which produce, or have the potential to produce, conflicts of interest. In an effort to minimize conflicts, the firm has refused a number of clients. Refusal of potential clients is feasible only because of the extent of representation of the City.

If at any time it is perceived or determined by the City or by this firm that a conflict exists, the ethics of the legal profession require that the facts must be immediately communicated to the City and the other client, and the opportunity for alternative representation of both parties afforded. Where a true conflict arises, we would be unable to represent the City or the other client and separate counsel for each would be obtained.

### **Computer Connection**

In our relations with the City, this Firm and the City have become increasingly reliant on e-mail communication, including attachments. We presently transfer documents via e-mail and would expect to continue that practice. We, and City staff, are fully able to access, review and respond to documents from the other. We expect that practice to continue, and increase. In that effort, the Firm is undertaking a major computer upgrade this month and will be operating Microsoft Office 2000.

### **Malpractice Insurance**

The firm carries \$5 million Dollars in malpractice insurance annual limit. The company presently insuring the firm is Great American Insurance Company.

### **Summary Comments**

In representing the City of Muskegon since 1961, the firm has always geared its practice primarily in ways that best serve the City's need for good advice and representation in municipal matters. Several of our members are conversant with and receive continuing education and literature regarding the municipal field. They are members of the sections of the State Bar and of the American Bar Association which afford the best sources of current legal literature as well as practice standards.

This firm has enjoyed, as a group and individually, working with the City Commissioners and staff. We believe the work to be challenging and very significant. Representing municipalities is important to us, and we hope that our good relationship can continue in productive ways.

PARMENTER O'TOOLE

By

G. Thomas Johnson

By

John C. Schrier

**CITY OF MUSKEGON  
LEGAL SERVICES PROPOSAL**

Name and Address of Firm: Parmenter O'Toole  
175 W. Apple  
Muskegon MI 49443-0786

Telephone Number: (231) 722-1621

Name of Person Designated as City Attorney: G. Thomas Johnson

Name of Person Designated as Asst. City Attorney: John C. Schrier

**GENERAL COUNSEL**

Hourly Rate For: January 1, 2001 – December 31, 2001 \$ 120 /hr.  
January 1, 2002 – December 31, 2002 \$ 120 /hr.  
January 1, 2003 – December 31, 2003 \$ 120 /hr.

Annual Retainer Fee: January 1, 2001 – December 31, 2001 \$ \_\_\_\_\_  
January 1, 2002 – December 31, 2002 \$ \_\_\_\_\_  
January 1, 2003 – December 31, 2003 \$ \_\_\_\_\_

**PROSECUTION:**

Hourly Rate For: January 1, 2001 – December 31, 2001 \$120 /hr.  
January 1, 2002 – December 31, 2001 \$120 /hr.  
January 1, 2003 – December 31, 2003 \$120 /hr.

Annual Retainer Fee: January 1, 2001 – December 31, 2001 \$ \_\_\_\_\_  
January 1, 2002 – December 31, 2002 \$ \_\_\_\_\_  
January 1, 2001 – December 31, 2003 \$ \_\_\_\_\_

**LABOR/PERSONNEL:**

Hourly Rate For: January 1, 2001 - December 31, 2001 \$120 /hr.  
January 1, 2002 – December 31, 2002 \$ 120 /hr.  
January 1, 2003 – December 31, 2003 \$ 120 /hr.

Annual Retainer Fee: January 1, 2001 – December 31, 2001 \$ \_\_\_\_\_  
January 1, 2002 – December 31, 2002 \$ \_\_\_\_\_  
January 1, 2003 – December 31, 2003 \$ \_\_\_\_\_

RFP, Muskegon  
Cost Page Conti.

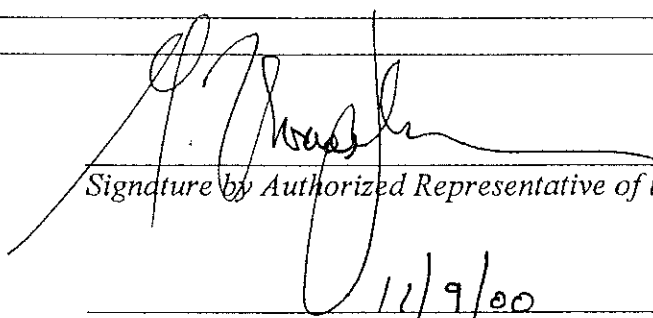
**GENERAL COUNSEL, PROSECUTION, AND LABOR/PERSONNEL:**

Hourly Rate For:                      January 1, 2001 – December 31, 2001 \$ 100 /hr.  
                                                 January 1, 2002 – December 31, 2002 \$ 100 /hr.  
                                                 January 1, 2003 – December 31, 2003 \$ 100 /hr.

Annual Retainer Fee:                      January 1, 2001 – December 31, 2001 \$ 360,000  
                                                 January 1, 2002 – December 31, 2002 \$ 360,000  
                                                 January 1, 2003 – December 31, 2003 \$ 360,000

Please indicate any additional costs that will be charged separate from the amounts indicated above (e.g. postage, fax, etc):

To the extent that hours are greater or less than 3,600 per year, semi-annual  
adjustments at the rate of \$100 per hour shall be made. Out of town travel,  
meals, and lodging at the city rates. Court costs, fees, etc. for litigation  
Unusually extensive photocopying and outside printing.

  
\_\_\_\_\_  
Signature by Authorized Representative of the Firm

11/9/00  
\_\_\_\_\_  
(Date)

DATE: November 20, 2000

To: Honorable Mayor and City Commissioners

From: Inspection Services Department

Re: Concurrence with the Housing Board of Appeals determination for demolition of the structures at 497 Catawba, aka, dangerous building case number 98-22.

---

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 497 Catawba is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None.

CASE HISTORY: A dangerous building inspection was conducted on 4/6/98. A notice and order was issued on 4/15/98. A relative of the owner contacted the Inspections Dept. and asked what needed to be done. An interior inspection was later scheduled for May 27, 1998 but the owner did not show up at the designated time. Since no work schedule had been submitted and no repairs had been made, the case was referred to the housing Board of Appeals on June 4, 1998. No one appeared at the meeting to contest the department's recommendation that the structure be demolished and the Housing Board of Appeals declared the structure dangerous and to forward the case to the commission for concurrence in demolition.

At the owners request another inspection was then scheduled for July 15, 1998.(findings attached). On August 18, 1998, the owner contacted the department and said she would bring in a work schedule the following day. No schedule had been received so the commission reviewed the case on 10/27/98. At the meeting the owner submitted a time schedule. The Commission voted to postpone the demolition for 30 days which at the time the commission would then evaluate the progress of repairs. On February 9, 1999 The Commission heard the case again. The case appears to have been dropped and then reviewed by the Housing Board of appeals again on 12/2/99 where once again the board declared the structure(s) unsafe and forward to the commission for their recommendation. The case was heard again before the Commission on 1/2/00. The case was tabled until 5/31/00. The Housing Board of Appeals heard the case on 9/11/00 where the owner was given 30 more days. at the next meeting on 10/5/00, the Board decided to forward the case to the Commission again for concurrence with demolition.

ESTIMATED COST FOR REPAIR: \$15,000 – \$19,000.

STAFF RECOMMENDATION: Staff recommends the commission to concur with the housing board of appeals decision to demolish the structure(s).

COMMITTEE RECOMMENDATION: The Committee will consider this item at its meeting on December 12, 2000.



Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Inspection Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

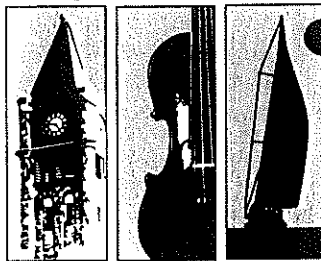
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

## MUSKEGON HOUSING BOARD OF APPEALS

October 9, 2000

Loera Guadelupe  
1715 Superior  
Muskegon MI 49442

RE: Dangerous Building Case #98-22 – 497 Catawba, Muskegon MI 49442

Dear Property Owner:

### FINDING OF FACTS & ORDER

At the October 5, 2000 meeting of the Muskegon Housing Board of Appeals, it was agreed by the Board to declare the structure(s) unsafe, substandard, a public nuisance and to forward it to the City Commission in 30 days for concurrence in demolition.

If you have any questions, please call the Inspection Services Department at (231) 724-6715.

Sincerely,

Robert B. Grabinski  
Fire Marshal/Inspection Services

HBA  
10/5/0

Mr. Grabinski informed the board that Mr. VanKammen is also working on a home on Hoyt Street and had said that he could have the repairs completed in 4 months and it has been 15 months and he still isn't done. Grabinski was concerned weather or not Mr. VanKammen could handle getting the repairs done on both homes.

Staff recommended to declare the structure(s), unsafe, substandard, a public nuisance and to forward to the City Commission for concurrence in demolition of the structure.

Randy Mackie, supported by John Warner, made a motion to accept staff's recommendation to declare the structure(s) at 2082 Estes as dangerous and to forward the case to the City Commission for concurrence in demolition. A roll call vote was taken:

AYES:

Greg Borgman  
Fred Nielsen  
John Warner  
Jerry Beyer

NAYES:

ABSENT:

Clint Todd

EXCUSED:

William Anderson

The motion carried.

**CASE # 98-22 – 497 CATAWBA, Guadelupe Loera, 1715 Superior, Muskegon**

Ms. Loera attended the meeting. She informed the Board that since the last time she came before the Board she had her electric work done and it did not pass the inspection. Since then she hasn't done any work because she had a couple deaths in the family.

Chairman Borgman asked staff member, Don Labrenz if he had any comments since he was the one who did the inspection. Don stated that Ms. Loera is trying to work on the repairs but needs a professional to help her since she has fallen backwards in the electrical repairs and ended up having more violations than before she started the work.

Grabinski stated that it is Staff's prospective that the Board has been dealing with this case since 1998 and have been quite lenient. It has only been the last six months that the reins have been tightened. It becomes a liability when work is not done; therefore Staff recommends declaring the building dangerous.

HBA  
10/5/00

Randy Mackie, supported by Jerry Bever, made a motion to declare the structure(s) at 497 Catawba to be substandard, unsafe, a public nuisance and forward the case to the City Commission for concurrence for demolition of the structure(s). A roll call vote was taken:

AYES:

Greg Borgman  
Fred Nielsen  
John Warner  
Jerry Bever

NAYES:

ABSENT:

Clint Todd

EXCUSED:

William Anderson

The motion carried.

**CASE # 00-35 - 1362 GETTY – Mario Stevenson, Muskegon MI**

Mr. Stevenson did not attend the meeting, but did call and spoke to Mr. Grabinski stating that he was not able to do any work and would be moving out soon.

Staff recommended declaring the building dangerous and forwarding the case to the City Commission for concurrence in demolition of the structure(s).

Randy Mackie, supported by Jerry Bever, made a motion to accept Staff's recommendation and forward the case to the City Commission for concurrence. A roll call vote was taken.

AYES:

Greg Borgman  
Fred Nielsen  
John Warner  
Jerry Bever

NAYES:

ABSENT:

Clint Todd

EXCUSED:

William Anderson

The motion carried.

**CASE # 99-02 - 127 HOLBROOK – Versey Beachum, Muskegon, MI**

Mr. Beachum did not attend the meeting. Grabinski informed the Board that the owner has been making good headway on the repairs but the Inspections department is unaware if they are complete because the owner has not called for any inspections. The home is not boarded, but is secured.

Staff recommended to declare the structure(s) dangerous and forward to the City Commission for concurrence in demolition only if Mr. Beachum does not contact the Inspections office for an inspection.

Administrative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Inspection Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
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FAX/724-6790

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FAX/722-5140

Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

*FILE COPY*

## CITY OF MUSKEGON

### NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS HOUSING BOARD OF APPEALS

September 25, 2000

Guadelupe Loera  
1715 Superior  
Muskegon MI 49442

Dear Property Owner:

SUBJECT: Property Maintenance Code Review Case #98-22 – 497 Catawba, Muskegon

**PLEASE TAKE NOTICE** that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on **Thursday, October 5, 2000** at **5:30 P.M.** in the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services  
City of Muskegon

MUSKEGON HOUSING BOARD OF APPEALS  
MEETING MINUTES

September 7, 2000  
5:30 P.M.

**ATTENDANCE:** First Chairman, John Warner, Randy Mackie, Jerry Bever, & Clinton Todd

**ABSENT:** Chairman Greg Borgman, Vice Chair Fred Neilsen, and Reverend, William Anderson

**STAFF:** Robert Grabinski, Henry Faltinowski, Don Labrenz II, Cathy Everett, and Community Officer Alexander

**GUESTS:** Guadalupe Loera, Elaine Handy and Erick Anderson.

First Chairman, John Warner brought the meeting to order at 5:45 PM

Randy Mackie, Supported by Clinton Todd, made a motion to approve the minutes for the August 17, 2000 meeting. The motion carried.

First Chairman, Mr. Warner, asked Staff if there were any cases they wanted to take out of order. Mr. Grabinski stated that Staff would like to suggest to discuss case # 98-22 first and case # 00-18 second. Due to parties for those cases being in the audience. The Board members agreed.

**REVIEW CASES:**

**#98-22 – 497 CATAWBA – Guadelupe Loera, 1715 Superior, Muskegon MI**

Ms. Loera was in attendance and stated that the garage and electrical work is done. She said she does have help with fixing everything. She explained in detail to the board some of the work she has done.

First Chair, Mr. Warner asked Ms. Loera if the work has been inspected. Ms. Loera stated that she was just sent the permits in the mail and she was waiting for the inspector to call her.

Mr. Warner asked Staff for some history on the case. Mr. Grabinski stated that the case has been going through Dangerous Building proceedings since June of 1998. The case was referred to the Board back then due to a fire. Ms. Loera was issued a few permits; however, Ms. Loera must be confused. Inspectors do not call you to schedule an inspection. You are required to call the inspections Department to schedule an inspection. Mr. Grabinski then informed the Board

9/7/00  
HBA

that City Commission concurred in February of 2,000. But Inspections tabled the case because Ms. Loera has been to the inspections department on several occasions and doing a nice job. Staff would like to see the work continue and that is why this case was brought before the Board again. Also so that the Board could see how much work has been done since it was declared dangerous.

Staff recommends to table 30 days contingent on Mrs. Loera calling the Inspections Department to schedule all inspections required. If inspections are approved and progress is good, there will be no need to bring the case back.

Randy Mackie, Supported by Clinton Todd, made a motion to accept Staffs recommendation to table the case for 30 days.

A roll call vote was taken:

AYES:

John Warner  
Randy Mackie  
Jerry Bever  
Clint Todd

NAYS:

ABSENT:

Rev., William Anderson  
Greg Borgman  
Fred Neilsen

The motion Carried.

**#00-18 – 873 WINDSOR (Garage) – Elaine Handy, 873 Windsor, Muskegon MI**

Ms. Elaine Handy was in attendance with her contractor Erick Anderson. Mr. Anderson told Staff that he understood the frustration of the case. He was aware of the extension that was granted at July meeting. He told the Board and Staff that Ms. Handy had been trying to save money to have work completed. He said that he made Ms. Handy a proposal of \$3,500.00 to complete the work. She has accepted. Mr. Anderson estimated that the work would be complete in November. Wondered if Staff and Board would permit having no doors on the garage until spring. Staff recommended that the doors be there.

Mr. Warner asked Staff for some history on the case. Mr. Grabinski stated that the garage received a lot of attention in January from the neighborhood and some Commissioners. Therefore, Jerry McIntyre and Henry Faltinowski agreed with Ms. Handy that work was to be complete August 16, 2000 the work is not complete. However, on good faith in Mr. Anderson, Staff recommends to table the case for 60 days. If the work is not complete review the case again in December.

Randy Mackie, Supported by Clinton Todd, made a motion to table the case for 60 days and bring back for review at the December meeting if repairs are not complete.

CITY OF MUSKEGON  
231/724-6700  
FAX 722-1214

ASSESSOR  
231/724-6708  
FAX 726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
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Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Inspection Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

FILE COPY

## MUSKEGON HOUSING BOARD OF APPEALS

September 11, 2000

Guadalupe Loera  
1715 Superior  
Muskegon MI 49442

Dear Property Owner:

Subject: Dangerous Building Case #98-22 – 497 CATAWBA, Muskegon MI.

### FINDING OF FACTS & ORDER

At the September 7, 2000 meeting of the Muskegon Housing Board of Appeals, it was agreed by the Board to **GRANT** Case #98-22 – 497 Catawba, **30 days to complete all repairs**. If repairs are made and final inspections are completed within the agreed upon timetable (**by October 5, 2000**) you will not have to come back to the Housing Board of Appeals. If repairs are not complete and all appropriate inspections have not been scheduled, this case will be heard before the Board again on October 5, 2000.

If you have any questions, please call the Inspections Department at (231) 724-6715.

Sincerely,

Robert Grabinski  
Fire Marshal/Inspection Services

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

Civil Service  
231/724-6716  
FAX/724-4405

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

Fire Dept.  
231/724-6792  
FAX/724-6985

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

Inspection Services  
231/724-6715  
FAX/726-2501

Planning/Zoning  
231/724-6702  
FAX/724-6790

Police Dept.  
231/724-6750  
FAX/722-5140

Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290



## CITY OF MUSKEGON

### NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

August 16, 2000

Leora Guadalupe  
1715 Superior  
Muskegon MI 49442

Dear Property Owner:

SUBJECT: Dangerous Building Case #98-22 – 497 Catawba., Muskegon MI

**PLEASE TAKE NOTICE** that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on **Thursday, September 7, 2000** at **5:30 P.M.** in the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services  
City of Muskegon

Affirmative Action  
616/724-6703

Assessor  
616/724-6708

Cemetery  
616/724-6783

Civil Service  
616/724-6716



West Michigan's Shoreline City

## NOTICE AND ORDER

Clerk  
616/724-6705

April 15, 1998

C. N. Services  
616/724-6717

Francisco Santos/Guadalupe Loera  
497 Catawba  
Muskegon, Mi. 49442

Engineering  
616/724-6707

Finance  
616/724-6713

Dear Property Owner:

Fire Dept.  
616/724-6792

Subject: 497 Catawba  
Sub-division of Block 95, Lot 22

Income Tax  
616/724-6770

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

Inspections  
616/724-6715

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days.

Leisure Service  
616/724-6704

If you elect to repair the structures, you must secure all required permits and physically commence the work within thirty (30) days from the date of this order.

Manager's Office  
616/724-6724

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Mayor's Office  
616/724-6701

Sincerely yours,

Planning/Zoning  
616/724-6702

Police Dept.  
616/724-6750

Daniel Schmelzinger  
Director, Neighborhood and Construction Services

Public Works  
616/726-4786

Treasurer  
616/724-6720

Water Dept.  
616/724-6718

City of Muskegon  
231/724-6700  
FAX 726-5181

City of Muskegon  
231/724-6708  
FAX 726-5181

Cemetery  
231/724-6783  
FAX 726-5617

Civil Service  
231/724-6716  
FAX 724-4405

Clerk  
231/724-6705  
FAX 724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX 726-2501

Engineering  
231/724-6707  
FAX 727-6904

Finance  
231/724-6713  
FAX 724-6768

Fire Dept.  
231/724-6792  
FAX 724-6985

Income Tax  
231/724-6770  
FAX 724-6768

Info. Systems  
231/724-6744  
FAX 722-4301

Leisure Service  
231/724-6704  
FAX 724-1196

Manager's Office  
231/724-6724  
FAX 722-1214

Mayor's Office  
231/724-6701  
FAX 722-1214

Inspection Services  
231/724-6715  
FAX 726-2501

Planning/Zoning  
231/724-6702  
FAX 724-6790

Police Dept.  
231/724-6750  
FAX 722-5140

Public Works  
231/724-4100  
FAX 722-4188

Treasurer  
231/724-6720  
FAX 724-6768

Water Billing Dept.  
231/724-6718  
FAX 724-6768

Water Filtration  
231/724-4106  
FAX 755-5290



FILE COPY

## MUSKEGON HOUSING BOARD OF APPEALS

September 11, 2000

Guadalupe Loera  
1715 Superior  
Muskegon MI 49442

Dear Property Owner:

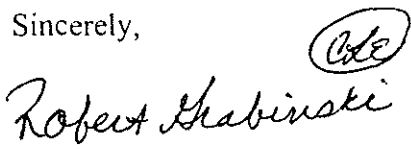
Subject: Dangerous Building Case #98-22 – 497 CATAWBA, Muskegon MI.

### FINDING OF FACTS & ORDER

At the September 7, 2000 meeting of the Muskegon Housing Board of Appeals, it was agreed by the Board to **GRANT** Case #98-22 – 497 Catawba, **30 days to complete all repairs**. If repairs are made and final inspections are completed within the agreed upon timetable (**by October 5, 2000**) you will not have to come back to the Hosing Board of Appeals. If repairs are not complete and all appropriate inspections have not been scheduled, this case will be heard before the Board again on October 5, 2000.

If you have any questions, please call the Inspections Department at (231) 724-6715.

Sincerely,

  
Robert Grabinski  
Fire Marshal/Inspection Services

Affirmative Action  
616/724-6703  
FAX/724-6790

Assessor  
616/724-6708  
FAX/724-6768

Cemetery  
616/724-6783  
FAX/722-4188

Civil Service  
616/724-6716  
FAX/724-6790

Clerk  
616/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
616/724-6717  
FAX/726-2501

Engineering  
616/724-6707  
FAX/724-6790

Finance  
616/724-6713  
FAX/724-6768

Fire Dept.  
616/724-6792  
FAX/724-6985

Income Tax  
616/724-6770  
FAX/724-6768

Info. Systems  
616/724-6775  
FAX/724-6768

Leisure Service  
616/724-6704  
FAX/724-6790

Manager's Office  
616/724-6724  
FAX/724-6790

Mayor's Office  
616/724-6701  
FAX/724-6790

Neigh. & Const.  
Services  
616/724-6715  
FAX/724-6790

Planning/Zoning  
616/724-6702  
FAX/724-6790

Police Dept.  
616/724-6750  
FAX/722-5140

Public Works  
616/724-4100  
FAX/722-4188

Treasurer  
616/724-6720  
FAX/724-6768

Water Dept.  
616/724-6718  
FAX/724-6768

Water Filtration  
616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

January 31, 2000

Guadalupe Loera  
1715 Superior  
Muskegon, Mi. 49442

Dear Mr. Loera:

SUBJECT: 497 Catawba  
Muskegon, Mi.

On December 2, 1999 the Muskegon Housing Board of Appeals made a determination that the subject property is unsafe, a public nuisance and a dangerous building under City Code and ordered that it be demolished or repaired by January 2, 2000.

Because such action was not taken by that date, the findings of the Board will now be sent to the City Commission as part of a request for concurrence in the Board's determination. The Commission will consider this request at its regularly scheduled legislative meeting on Tuesday, February 8, 2000 at 5:30 p.m. The meeting will be held in the Commission chambers on the first floor of City Hall, 933 Terrace Street. The Commission, acting as a Committee of the Whole will also meet at 5:00 p.m. on February 7, 2000 in the Commission Chambers to review agenda items for the following day and to make a recommendation of action.

At either of these meetings, you or your representative will be given the opportunity to show cause why the building should not be demolished.

If you have any questions concerning this matter, please do not hesitate to contact me at 724-6715.

Sincerely yours,

Robert B. Grabinski  
Fire Marshal/Inspection Services

Affirmative Action  
616/724-6703  
FAX/724-1214

Assessor  
616/724-6708  
FAX/724-4178

Cemetery  
616/724-6783  
FAX/726-5617

Civil Service  
616/724-6716  
FAX/724-6790

Clerk  
616/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
616/724-6717  
FAX/726-2501

Engineering  
616/724-6707  
FAX/727-6904

Finance  
616/724-6713  
FAX/724-6768

Fire Dept.  
616/724-6792  
FAX/724-6985

Income Tax  
616/724-6770  
FAX/724-6768

Info. Systems  
616/724-6975  
FAX/724-6768

Leisure Service  
616/724-6704  
FAX/724-6790

Manager's Office  
616/724-6724  
FAX/722-1214

Mayor's Office  
616/724-6701  
FAX/722-1214

Neigh. & Const.  
Services  
616/724-6715  
FAX/726-2501

Planning/Zoning  
616/724-6702  
FAX/724-6790

Police Dept.  
616/724-6750  
FAX/722-5140

Public Works  
616/724-4100  
FAX/722-4188

Treasurer  
616/724-6720  
FAX/724-6768

Water Dept.  
616/724-6718  
FAX/724-6768

Water Filtration  
616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

## MUSKEGON HOUSING BOARD OF APPEALS

DATE: December 8, 1999

CASE: #98-22

Guadelupe Loera  
1715 Superior  
Muskegon, Mi. 49442

### FINDING OF FACTS AND ORDER

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the December 2, 1999

The Neighborhood and Construction Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **sub-division of Block 95, Lot 22 also known as 497 Catawba** found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

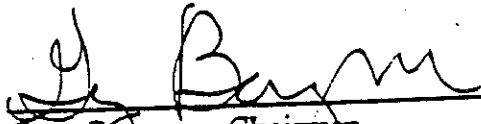
The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

If you wish to appeal this order, you must do so within twenty days. You may obtain the appeal form at the City's Neighborhood and Construction Services Department (Inspections), City Hall, 933 Terrace Street.

  
\_\_\_\_\_  
Greg Borgman, Chairman  
HOUSING ADVISORY BOARD OF APPEALS

HBA  
12/21/99

Johnson, supported by Mackie to declare structure at 448 W. Muskegon unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

| <u>AYES</u>                                                                 | <u>NAYS</u> | <u>ABSENT</u>    | <u>EXCUSED</u> |
|-----------------------------------------------------------------------------|-------------|------------------|----------------|
| Robert Johnson<br>Randy Mackie<br>John Warner<br>Clint Todd<br>Fred Nielsen | None        | William Anderson | Greg Borgman   |

The motion carried.

**#98-22 - 497 CATAWBA - GUADALUPE LOERA, 497 CATAWBA, MUSKEGON**

No one attended meeting regarding this property. Robert Grabinski explained that this was a fire case and that the repairs were supposed to be completed by Jan. 31, 1999. No call for inspection receive, work hasn't been performed. Motion made by Mackie, supported by Warner to support staff recommendation to declare structure at 497 Catawba unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

| <u>AYES</u>                                                                 | <u>NAYS</u> | <u>ABSENT</u>    | <u>EXCUSED</u> |
|-----------------------------------------------------------------------------|-------------|------------------|----------------|
| Robert Johnson<br>Randy Mackie<br>John Warner<br>Clint Todd<br>Fred Nielsen | None        | William Anderson | Greg Borgman   |

The motion carried.

**#98-38 - 1568 SIXTH - ROGER SCHMIDT, 880 BROADWAY, MUSKEGON**

Roger Schmidt was in attendance of meeting, and stated that his address is 880 Broadway. This is a fire case and permit was pulled in '98 but no inspections. Mr. Schmidt stated that work is being done. Nielsen mad motion supported by Johnson to give Mr. Schmidt 60 day (after inspection report was generated) to pull a permit, submit a timeline and have the work done. A roll call vote was taken:

| <u>AYES</u>                                                                 | <u>NAYS</u> | <u>ABSENT</u>    | <u>EXCUSED</u> |
|-----------------------------------------------------------------------------|-------------|------------------|----------------|
| Robert Johnson<br>Randy Mackie<br>John Warner<br>Clint Todd<br>Fred Nielsen | None        | William Anderson | Greg Borgman   |

Affirmative Action  
616/724-6703

Assessor  
616/724-6708

Cemetery  
616/724-6783

Civil Service  
616/724-6716

Clerk  
616/724-6705

C. N. Services  
616/724-6717

Engineering  
616/724-6707

Finance  
616/724-6713

Fire Dept.  
616/724-6792

Income Tax  
616/724-6770

Inspections  
616/724-6715

Leisure Service  
616/724-6704

Manager's Office  
616/724-6724

Mayor's Office  
616/724-6701

Planning/Zoning  
616/724-6702

Police Dept.  
616/724-6750

Public Works  
616/726-4786

Treasurer  
616/724-6720

Water Dept.  
616/724-6718

# MUSKEGON



West Michigan's Shoreline City

January 27, 1999

Annie Churchwell  
388 Catawba  
Muskegon, MI 49442

Dear Ms. Churchwell:

SUBJECT: 388 Catawba  
Muskegon, Michigan

On December 3, 1998 the Muskegon Housing Board of Appeals made a determination that the subject property is unsafe, a public nuisance and a dangerous building under City Code and ordered that it be demolished or repaired by December 27, 1998.

Because such action was not taken by that date, the findings of the Board will now be sent to the City Commission as part of a request for concurrence in the Board's determination. The Commission will consider this request at its regularly scheduled legislative meeting on Tuesday, February 9, 1999, at 5:30 p.m. The meeting will be held in the Commission chambers on the first floor of City Hall, 933 Terrace Street. The Commission, acting as a Committee of the Whole, will also meet at 5:00 p.m. on February 8 in the Commission chambers to review agenda items for the following day and to make a recommendation of action.

At either of these meetings, you or your representative will be given the opportunity to show cause why the building should not be demolished.

If you have any questions concerning this matter, please do not hesitate to contact me at 724-6715.

Sincerely yours,

Daniel Schmelzinger  
Director, Neighborhood and Construction Services

SCHEDULE OF REPAIRS  
497 CATAWBA

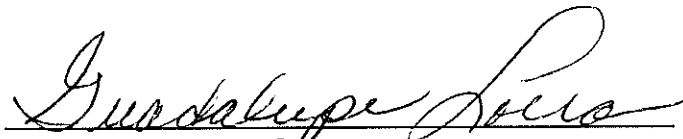
**Phase I – September 30, 1998 Completion Date for Correction of Following Items:**

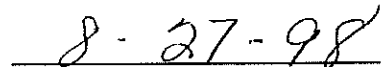
- 11. Repair of interior stairs.
- 12. Repair of guardrail on interior stairs.
- 14. Installation of bearing wall upstairs where removed between two bedrooms.
- 19. Elimination of doorway on stairs exiting without landing.

**Phase II – November 30, 1998 Completion Date for Correction of Remaining Items Included on July 15, 1998 Inspection Report.**

**Phase III – January 31, 1999 Completion Date for Correction of Additional Exterior Defects Noted on July 15, 1998 Report.**

As owner of the above property, I hereby agree to obtain all necessary construction permits and complete repairs to the dwelling in accordance with the above timetable. I also agree to contact the Neighborhood and Construction Services department at least once every 30 days to request a progress inspection on the work underway.

  
Owner

  
Date

**DANGEROUS BUILDING INSPECTION**  
**INTERIOR INSPECTION**  
**497 W. CATAWBA**  
**JULY 15, 1998**

**PLUMBING/MECHANICAL/BUILDING**

1. Paint peeling throughout house. 2 weeks
2. Holes in walls throughout house. SAME
3. Front bedroom door is broken. 1 day
4. Kitchen has been gutted (plaster has been removed from walls and ceilings). 2 weeks
5. Draft stopping missing. 2 weeks
6. Furnace must be certified safe for operation licensed mechanical contractor, or be replaced. GAS CO.
7. Pipe missing on pressure relief valve for water heater. will get new valve.
8. Gas piping for water heater improperly installed. 2 weeks
9. Storage area under stairs must be drywalled. 2 weeks
10. Smoke detectors required per CABO One and Two family dwelling code.
11. Stairs must be repaired.
12. Guardrails on stairs must be repaired. 1 week.
13. Handrails missing on stairs.
14. Bearing wall in upstairs of building has been removed. Section 1018
15. Bathroom floor partially rotted.
16. Plumbing must be replaced or repaired throughout.
17. Bathroom outlet is not GFI protected.
18. Light fixtures throughout house are incomplete.
19. Doorway on second floor has no landing (15 ft. drop)
20. Add switches for lights in each room. (Note: wiring throughout house is in poor condition.)

**ADDITIONAL EXTERIOR DEFECTS NOTED:**

1. Window sashes and frames are rotted and falling apart.
2. Roof and ceiling on rear porch is rotted and falling apart.

going to get #1 Thru 13. Done within  
a month. will need about 3 months  
to finish #14 Thru 20.

Thank you.

**DANGEROUS BUILDING INSPECTION**  
**INTERIOR INSPECTION**  
**497 W. CATAWBA**  
**JULY 15, 1998**

**PLUMBING/MECHANICAL/BUILDING**

1. Paint peeling throughout house.
2. Holes in walls throughout house.
3. Front bedroom door is broken.
4. Kitchen has been gutted (plaster has been removed from walls and ceilings).
5. Draft stopping missing.
6. Furnace must be certified safe for operation licensed mechanical contractor, or be replaced.
7. Pipe missing on pressure relief valve for water heater.
8. Gas piping for water heater improperly installed.
9. Storage area under stairs must be drywalled.
10. Smoke detectors required per CABO One and Two family dwelling code.
11. Stairs must be repaired.
12. Guardrails on stairs must be repaired.
13. Handrails missing on stairs.
14. Bearing wall in upstairs of building has been removed.
15. Bathroom floor partially rotted.
16. Plumbing must be replaced or repaired throughout.
17. Bathroom outlet is not GFI protected.
18. Light fixtures throughout house are incomplete.
19. Doorway on second floor has no landing (15 ft. drop)
20. Add switches for lights in each room. (Note: wiring throughout house is in poor condition.)

**ADDITIONAL EXTERIOR DEFECTS NOTED:**

1. Window sashes and frames are rotted and falling apart.
2. Roof and ceiling on rear porch is rotted and falling apart.

Affirmative Action  
616/724-6703

Assessor  
616/724-6708

Cemetery  
616/724-6783

Civil Service  
616/724-6716

Clerk  
616/724-6705

C. N. Services  
616/724-6717

Engineering  
616/724-6707

Finance  
616/724-6713

Fire Dept.  
616/724-6792

Income Tax  
616/724-6770

Inspections  
616/724-6715

Leisure Service  
616/724-6704

Manager's Office  
616/724-6724

Mayor's Office  
616/724-6701

Planning/Zoning  
616/724-6702

Police Dept.  
616/724-6750

Public Works  
616/726-4786

Treasurer  
616/724-6720

Water Dept.  
616/724-6718

# MUSKEGON



West Michigan's Shoreline City

October 28, 1998

Guadalupe Loera  
1968 Dyson  
Muskegon, MI 49442

Dear Ms. Loera:

SUBJECT: 497 Catawba  
Muskegon, Michigan

On October 27, 1998 the Muskegon City Commission voted to postpone for thirty (30) days consideration of this department's request for concurrence in the determination of the Housing Board of Appeals that the subject property be demolished.

At that time, the Commission will evaluate the progress you have made in repairing your house before making a final decision. Please remember that you must obtain all necessary permits in order to undertake work.

Should you have any questions concerning this matter, please do not hesitate to contact our building official, Jerry McIntyre, at 724-6715.

Sincerely yours,

Handwritten signature of Daniel Schmelzinger.

Daniel Schmelzinger  
Director, Neighborhood and Construction Services

Affirmative Action  
616/724-6703

Assessor  
616/724-6708

Cemetery  
616/724-6783

Civil Service  
616/724-6716

# MUSKEGON



West Michigan's Shoreline City

## MUSKEGON HOUSING BOARD OF APPEALS

Clerk  
616/724-6705

DATE: June 8, 1998

C. N. Services  
616/724-6717

CASE: #98- 22 - 497 Catawba (all structures)

Engineering  
616/724-6707

Guadaloupe Loera/Francisco Santos  
1968 Dyson  
Muskegon, Mi. 49442

Finance  
616/724-6713

### FINDING OF FACTS AND ORDER

Fire Dept.  
616/724-6792

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the 4<sup>th</sup> of June, 1998.

Income Tax  
616/724-6770

The Neighborhood and Construction Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **sub-division of Block 95, Lot 22 also known as 497 Catawba** found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

Sanitation  
616/724-6713

Sanitary Service  
616/724-6704

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Manager's Office  
616/724-6724

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

Mayor's Office  
616/724-6701

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

Planning/Zoning  
616/724-6702

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

Police Dept.  
616/724-6750

Public Works  
616/726-4786

Treasurer  
616/724-6720

Water Dept.  
616/724-6718

## DANGEROUS BUILDING INSPECTION

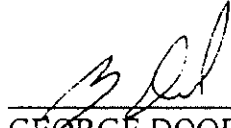
497 CATAWBA

4/6/1998

APPROXIMATELY 20 FT. X 40 FT 2 STORY WOOD FRAME UNOCCUPIED HOUSE.

1. FRONT STEPS DETORIOTING AND FALLING APART.
2. WINDOWS BROKEN
3. FRONT PORCH FLOOR SAGGS
4. SIDING ROTTED WITH OPEN HOLES
5. REAR STEPS ROTTED.
6. FOUNDATION LOOSE WITH OPEN HOLES
7. BUILDING IS UNSECURED
8. ANIMALS LIVING IN HOUSE
9. SECOND FLOOR DOOR WITH OUT LANDING OR STEPS.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

  
\_\_\_\_\_  
GEORGE DOOD, BUILDING INSPECTOR

4/6/98  
\_\_\_\_\_  
DATE

CONCURRED IN :

  
\_\_\_\_\_  
JERRY MCINTYRE, BUILDING OFFICIAL

**DANGEROUS BUILDING INSPECTION  
INTERIOR INSPECTION  
497 W. CATAWBA  
JULY 15, 1998**

**PLUMBING/MECHANICAL/BUILDING**

1. Paint peeling throughout house.
2. Holes in walls throughout house.
3. Front bedroom door is broken.
4. Kitchen has been gutted (plaster has been removed from walls and ceilings).
5. Draft stopping missing.
6. Furnace must be certified safe for operation licensed mechanical contractor, or be replaced.
7. Pipe missing on pressure relief valve for water heater.
8. Gas piping for water heater improperly installed.
9. Storage area under stairs must be drywalled.
10. Smoke detectors required per CABO One and Two family dwelling code.
11. Stairs must be repaired.
12. Guardrails on stairs must be repaired.
13. Handrails missing on stairs.
14. Bearing wall in upstairs of building has been removed.
15. Bathroom floor partially rotted.
16. Plumbing must be replaced or repaired throughout.
17. Bathroom outlet is not GFI protected.
18. Light fixtures throughout house are incomplete.
19. Doorway on second floor has no landing (15 ft. drop)
20. Add switches for lights in each room. (Note: wiring throughout house is in poor condition.)

**ADDITIONAL EXTERIOR DEFECTS NOTED:**

1. Window sashes and frames are rotted and falling apart.
2. Roof and ceiling on rear porch is rotted and falling apart.

Affirmative Action

616/724-6703  
FAX/724-1214

Assessor

616/724-6708  
FAX/724-4178

Cemetery

616/724-6783  
FAX/726-5617

Civil Service

616/724-6716  
FAX/724-6790

Clerk

616/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services

616/724-6717  
FAX/726-2501

Engineering

616/724-6707  
FAX/727-6904

Finance

616/724-6713  
FAX/724-6768

Fire Dept.

616/724-6792  
FAX/724-6985

Income Tax

616/724-6770  
FAX/724-6768

Info. Systems

616/724-6975  
FAX/724-6768

Leisure Service

616/724-6704  
FAX/724-6790

Manager's Office

616/724-6724  
FAX/722-1214

Mayor's Office

616/724-6701  
FAX/722-1214

Neigh. & Const.  
Services

616/724-6715  
FAX/726-2501

Planning/Zoning

616/724-6702  
FAX/724-6790

Police Dept.

616/724-6750  
FAX/722-5140

Public Works

616/724-4100  
FAX/722-4188

Treasurer

616/724-6720  
FAX/724-6768

Water Dept.

616/724-6718  
FAX/724-6768

Water Filtration

616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

October 12, 1998

Guadalupe Loera  
1968 Dyson  
Muskegon, MI 49442

Dear Ms. Loera:

SUBJECT: 497 Catawba  
Muskegon, Michigan

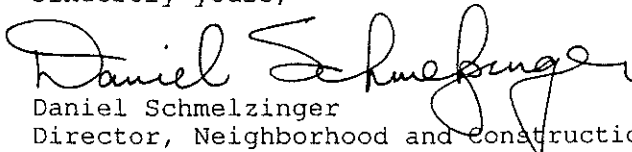
On June 4, 1998 the Muskegon Housing Board of Appeals made a determination that the subject property is unsafe, a public nuisance and a dangerous building under City Code and ordered that it be demolished or repaired by July 5, 1998.

Because such action was not taken by that date, the findings of the Board will now be sent to the City Commission as part of a request for concurrence in the Board's determination. The Commission will consider this request at its regularly scheduled legislative meeting on Tuesday, October 27, 1998, at 5:30 p.m. The meeting will be held in the Commission chambers on the first floor of City Hall, 933 Terrace Street. The Commission, acting as a Committee of the Whole, will also meet at 5:00 p.m. on October 26 in the Commission chambers to review agenda items for the following day and to make a recommendation of action.

At either of these meetings, you or your representative will be given the opportunity to show cause why the building should not be demolished.

If you have any questions concerning this matter, please do not hesitate to contact me at 724-6715.

Sincerely yours,

  
Daniel Schmelzinger

Director, Neighborhood and Construction Services

## **BUILDING INSPECTION**

**497 W. Catawba**

**July 15, 1998**

1. Paint peeling though out house.
2. Holes in walls though out house
3. Front bedroom door broken
4. Kitchen has been gutted (Plaster has been removed from walls and ceilings).
5. Draft stopping missing.
6. Furnace must be certified safe for operation by mechanical contractor, or be replaced.
7. Pipe missing on pressure relief valve for water heater.
8. Gas piping for water heater improperly installed.
9. Storage area under stairs must be drywalled,
10. Smoke detectors required per CABO One and Two family dwelling code.
11. Stairs must be repaired.
12. Guardrails on stairs must be repaired.
13. Handrails missing on stairs.
14. Bearing wall in upstairs of building has been removed.
15. Bathroom floor partially rotted.
16. Plumbing must be replaced or repaired through out.
17. Bathroom outlet is not GFI protected.
18. Light fixture through out house incomplete.
19. Doorway on second floor has no landing (15 ft drop)
20. Add switches for lights in each room. (Note: wiring though out house in poor condition)

Affirmative Action  
616/724-6703

Assessor  
616/724-6708

Cemetery  
616/724-6783

Civil Service  
616/724-6716

# MUSKEGON



West Michigan's Shoreline City

## MUSKEGON HOUSING BOARD OF APPEALS

Clerk  
616/724-6705

DATE: June 8, 1998

C. N. Services  
616/724-6717

CASE: #98- 22 – 497 Catawba (all structures)

Engineering  
616/724-6707

Guadaloupe Loera/Francisco Santos  
1968 Dyson  
Muskegon, Mi. 49442

Finance  
616/724-6713

### FINDING OF FACTS AND ORDER

Fire Dept.  
616/724-6792

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the 4<sup>th</sup> of June, 1998.

Income Tax  
616/724-6770

The Neighborhood and Construction Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **sub-division of Block 95, Lot 22 also known as 497 Catawba** found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

Inspections  
616/724-6715

Leisure Service  
616/724-6704

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Manager's Office  
616/724-6721

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

Mayor's Office  
616/724-6701

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

Planning/Zoning  
616/724-6702

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

Police Dept.  
616/724-6750

Public Works  
616/726-4786

Treasurer  
616/724-6720

Water Dept.  
616/724-6718

If you wish to appeal this order, you must do so within twenty days. You may obtain the appeal form at the City's Neighborhood and Construction Services Department (Inspections), City Hall, 933 Terrace Street.



---

Greg Borgman, Chairman  
HOUSING ADVISORY BOARD OF APPEALS

HOUSING BOARD OF APPEALS  
JUNE 4, 1998  
PAGE 2

progress we would not forward this case to the City Commission. Greg Borgman made a motion, supported by Boyd Arthur, to declare the structures at 1072 Getty to be unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

AYES:

NAYS:

Greg Borgman  
Randy Mackie  
Fred Nielsen  
Robert Johnson  
Clint Todd  
Boyd Arthur

None

The motion carried.

NEW CASES:

**#98-22 – 497 CATAWBA – GUADALOUPE LOERA/FRANCISCO SANTOS  
1968 DYSON, MUSKEGON, MI.**

The owner did not attend meeting. Dan Schmelzinger said that we have had some contact with Ms. Loera. She wants to make improvements but has not pulled any permits. Staff recommendation is to declare the structure as a dangerous building. Robert Johnson made a motion, supported by Randy Mackie, to declare the structures at 497 Catawba to be unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

AYES:

NAYS:

Greg Borgman  
Randy Mackie  
Fred Nielsen  
Robert Johnson  
Clint Todd  
Boyd Arthur

None

The motion carried.

# MUSKEGON



West Michigan's Shoreline City

CITY OF MUSKEGON

## NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

essor  
616/724-6708  
FAX/724-4178

Cemetery  
616/724-6783  
FAX/726-5617

Civil Service  
616/724-6716  
FAX/724-6790

Clerk  
616/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
616/724-6717  
FAX/726-2501

Engineering  
616/724-6707  
FAX/727-6904

Finance  
616/724-6713  
FAX/724-6768

Fire Dept.  
616/724-6792  
FAX/724-6985

Income Tax  
616/724-6770  
FAX/724-6768

Info. Systems  
616/724-6975  
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Leisure Service  
616/724-6704  
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Manager's Office  
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FAX/722-1214

Mayor's Office  
616/724-6701  
FAX/722-1214

Neigh. & Const.  
Services  
616/724-6715  
FAX/726-2501

Planning/Zoning  
616/724-6702  
FAX/724-6790

Police Dept.  
616/724-6750  
FAX/722-5140

Public Works  
616/724-4100  
FAX/722-4188

Treasurer  
616/724-6720  
FAX/724-6768

Water Dept.  
616/724-6718  
FAX/724-6768

Water Filtration  
616/724-4106  
FAX/755-5290

DATE: May 19, 1998

TO: Guadalupe Loera/Francisco Santos

SUBJECT: Case #98-22 - 497 Catawba (house)

**PLEASE TAKE NOTICE** that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on June 4, 1998 at 5:30 p.m. at the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

The structure has been inspected by officials from the Neighborhood and Construction Services department and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code which defines dangerous buildings.

At the hearing, the Neighborhood and Construction Services department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Neighborhood and Construction Services  
City of Muskegon

**AFFIDAVIT OF POSING NOTICE OF ORDER**

Pete Vandergaard H5 Insp.  
INSPECTION REPRESENTATIVE TITLE

OF THE CITY OF MUSKEGON, MICHIGAN, BEING DULY SWORN, DEPOSES  
AND SAYS THAT ON THE 15 DAY OF April, 1998, HE/SHE  
POSTED A COPY OF THE ATTACHED **NOTICE OF ORDER ON DANGEROUS  
AND UNSAFE CONDITIONS**, DATED 4/15/98, UPON

A CONSPICUOUS PART OF THE BUILDING OR STRUCTURE LOCATED AT  
497 Catwaba IN THE CITY OF MUSKEGON, MICHIGAN. SAID  
PROPERTY ADDRESS

NOTICE BEING SPECIFICALLY ATTACHED TO Front Window Frame  
DESCRIBE PLACE OF

ATTACHMENT ON BUILDING.

Pete Vandergaard  
INSPECTION REPRESENTATIVE

STATE OF MICHIGAN S.S.  
COUNTY OF MUSKEGON

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

NEIGHBORHOOD AND CONSTRUCTION SERVICES  
AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

Sandra L. Banks

CITY CLERK REPRESENTATIVE

TITLE

OF THE CITY OF MUSKEGON, MICHIGAN BEING DULY SWORN, DEPOSES  
AND SAYS THAT A TRUE COPY OF THE WITHIN NOTICE OR LETTER WAS  
MAILED TO:

Francisco Santos

AND

Guadalupe Loera

BY CERTIFIED MAIL WITH RETURN RECEIPT DEMANDED AND BY PLACING  
THE SAME IN THE POST OFFICE OF THE CITY OF MUSKEGON IN A SEALED  
ENVELOPE, ADDRESSED TO EACH OF THE PERSONS ABOVE NAMED AT:

497 Catawba

STREET ADDRESS

STREET ADDRESS

Muskegon MI 49442

CITY, STATE, ZIP

CITY, STATE, ZIP

WITH FULL POSTAGE, INCLUDING FEES FOR CERTIFICATION, PREPAID  
THEREON, THE POSTAL RECEIPT SHOWING SUCH MAILING BEING  
HEREUNTO ANNEXED AND THAT AN OFFICIAL RETURN RECEIPT  
THEREFORE WAS RECEIVED, WHICH SAID RECEIPT IS ALSO HERETO  
ATTACHED.

DATED: 9/15/98

STATE OF MICHIGAN S.S.  
COUNTY OF MUSKEGON

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

RE:

497 Catawba N 70  
STREET ADDRESS

# DANGEROUS BUILDING INSPECTION

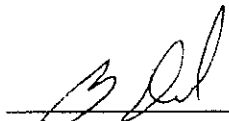
497 CATAWBA

4/6/1998

APPROXIMATELY 20 FT. X 40 FT 2 STORY WOOD FRAME UNOCCUPIED HOUSE.

1. FRONT STEPS DETORIORATING AND FALLING APART.
2. WINDOWS BROKEN
3. FRONT PORCH FLOOR SAGGS
4. SIDING ROTTED WITH OPEN HOLES
5. REAR STEPS ROTTED.
6. FOUNDATION LOOSE WITH OPEN HOLES
7. BUILDING IS UNSECURED
8. ANIMALS LIVING IN HOUSE
9. SECOND FLOOR DOOR WITH OUT LANDING OR STEPS.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

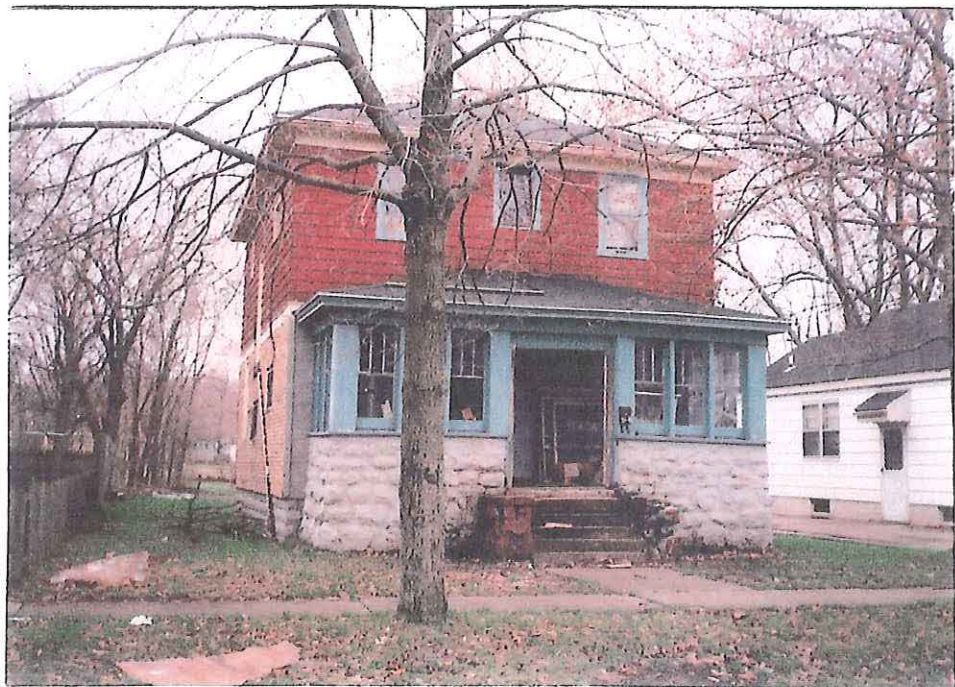
  
\_\_\_\_\_  
GEORGE DOOD, BUILDING INSPECTOR

4/6/98  
\_\_\_\_\_  
DATE

CONCURRED IN :   
\_\_\_\_\_  
JERRY MCINTYRE, BUILDING OFFICIAL

# ANGEL NEIGHBORHOOD

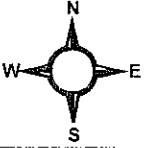
Census # 3



497 Catamount

4/6/98

# City of Muskegon Inspections Department



☆ = Subject Property (497 Catawba)



To: Bob Grabinski

December 5, 2000

From: Rick Clark

Re: 497 Catawba

Upon inspection of the above address I found the following violations

Plumbing

1. Water piping unsupported
2. Water piping unprotected from possible damage
3. Waste and vent piping does not conform to 1997 IPC
4. Unapproved fittings and materials used
5. Discontinued branches not removed from system

Mechanical

1. Installation incomplete
2. No pressure test on fuel gas line
3. Mechanical system in general state of disrepair
4. Unapproved materials used

Upon questioning the homeowner who had applied for and was issued the plumbing and mechanical permits. The homeowner informed me that a Mr. Richard Garza had been performing all the plumbing and mechanical work. Mr. Garza is not to the knowledge of this office either a master plumber or a licensed mechanical contractor. If he is he has not registered his license with this office. Considering the length of time the permit has been issued and the lack of progress towards its completion. I can only assume that Mr. Garza lacks the necessary skills to successfully complete the task.

Richard Clark  
Plumbing/Mechanical Inspector  
City of Muskegon

**Electrical Inspection**  
**497 Catawba**  
**December 5, 2000**

1. All Metal Boxes must be grounded
2. All Grounds must be properly spliced and terminated.
3. Protect Romex where hole or notch is closer than 1.25 inches from edge of framing member.
4. Plaster ears may not be removed from electrical devices.
5. Smoke detectors must be powered by commercial power.
6. No point on wall to be more than 6 ft from outlet.
7. No point on kitchen counter to be more than 2 ft from outlet
8. Circuits service outlets in kitchen and dining room outlets to serve no other loads.  
(Can't tell)
9. Kitchen counters to be served by no less than 2 20-amp circuits. (Can't tell)
10. All bathroom outlets to be on 20 amp dedicated circuit.
11. Bathroom fan not installed.
12. Outlet boxes with 3 wires are too small (must be deeper)
13. 3way switch required on all stairs.
14. Electrical permit must reflect scope of work being performed.

Bob,

This is almost identical to my report from last September.

Also note that an unlicensed person is executing some repairs.

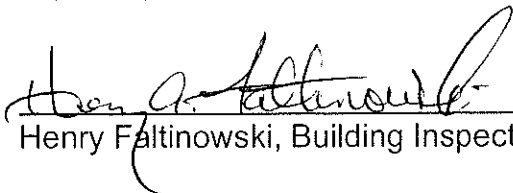
**CITY OF MUSKEGON  
DANGEROUS BUILDING INSPECTION REPORT**

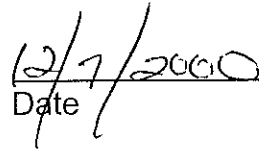
**497 CATAWBA  
12/5/00**

**Progress Inspection:**

1. Rough openings in wall doors and windows have incorrect header support. Headers carry the weight of the building across door and window openings. The trimmer studs and cripple studs are installed incorrectly.
2. Front porch floor joists have improper support causing a serious situation of improper load support. The joists are spanning distances and unacceptable to code. No girder or beam is present to support span, no joist hangers are present.
3. Cantilevered upper porch landing cannot be accepted without engineering or column post support with approved stairway.
4. Floor joists and plates have been cut. Notched beyond the structural capacity allowed.
5. The incorrect framing needs attention or progress on project will be severely hindered.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

  
Henry Faltinowski, Building Inspector

  
Date

DATE: November 21, 2000

To: Honorable Mayor and City Commissioners

From: Inspection Services Department

Re: Concurrence with the Housing Board of Appeals determination for demolition of the structures at 4 W. Clay Ave., AKA, dangerous building case number 00-19.

---

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 4 W. Clay Ave. (also known as, United Auto Body Shop) is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None.

CASE HISTORY: This commercial building (United Auto Body Shop) is located in Jackson Hill Neighborhood on Clay Ave. near Spring St. Mr. David Scanlon is the owner. A dangerous building inspection was conducted on 1/21/00. A notice and order was issued on 2/2/00. The case went before the Housing Board of Appeals on 4/6/00. The Board tabled the case until 9/1/00 to allow time for Mr. Scanlon to submit completed drawings to the inspections dept. and to schedule an inspection for electrical, plumbing, mechanical and fire. (Please see the attached minutes). On 5/9/00 a fire inspection was conducted which revealed fourteen (14) fire code violations. (Please see attached letter dated 5/11/00. There had been no contact since then from Mr. Scanlon and the repairs were not completed on 9/1/00 so the case went before the Housing Board of Appeals again on 9/7/00. Mr. Scanlon failed to attend the meeting and the Board declared the structure unsafe and a public nuisance (Please see attached minutes). After the Finding of facts and order dated 9/11/00 was sent, Mr. Scanlon contacted this office and stated that he was in a divorce situation and unable to do anything with property.

ESTIMATED COST TO REPAIR: \$40,000.00

STAFF'S RECOMMENDATION: This office is concerned with the structural integrity and potential for collapse. Therefore, it is the staff recommendation that the structure(s) located at 4 W. Clay (United Auto Body Shop) be declared unsafe, substandard, a public nuisance, and to demolish the structure(s).

COMMITTEE RECOMMENDATION: The City Commission will consider this item at it's meeting on 12/12/00.

# JACKSON HILL

## Census # 2



4 W. CLAY Ave.

1/21/00

W. Clay

Jackson Hill

Census # 2



# DANGEROUS BUILDING INSPECTION

4 W. CLAY  
COMMERCIAL BUILDING  
UNITED AUTO BODY  
1/21/2000

1. Severe structural damage occurring on front and sides of building. Exterior front and side brick walls are severely cracked and falling off the building creating a dangerous situation of collapse.
2. Parapet caps are separated.
3. Front building wall severely cracked, bowing and leaning.
4. Front entry door and service garage door show opening shifting.
5. Brick face around front window falling off.
6. Missing siding on whole building.
7. Sections of brick falling off of north exterior wall.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

Henry A. Faltinowski  
HENRY FALTINOWSKI, BUILDING INSPECTOR

1/28/2000  
DATE

CONCURRENCE:

Jerry McIntyre  
JERRY MCINTYRE, BUILDING OFFICIAL

Affirmative Action  
616/724-6703  
FAX/724-6790

Assessor  
616/724-6708  
FAX/724-6768

Cemetery  
616/724-6783  
FAX/722-4188

Civil Service  
616/724-6716  
FAX/724-6790

Clerk  
616/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
616/724-6717  
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Engineering  
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Finance  
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Fire Dept.  
616/724-6792  
FAX/724-6985

Income Tax  
616/724-6770  
FAX/724-6768

Info. Systems  
616/724-6975  
FAX/724-6768

Leisure Service  
616/724-6704  
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Manager's Office  
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Neigh. & Const.  
Services  
616/724-6715  
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Planning/Zoning  
616/724-6702  
FAX/724-6790

Police Dept.  
616/724-6750  
FAX/722-5140

Public Works  
616/724-4100  
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Treasurer  
616/724-6720  
FAX/724-6768

Water Dept.  
616/724-6718  
FAX/724-6768

Water Filtration  
616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

## NOTICE AND ORDER

February 2, 2000

David Scanlon  
965 Sherwood  
Muskegon, Mi. 49441

Dear Property Owner:

Subject: 4 W Clay – Commercial Building  
S 132 FT of Lot 5 lying WLY of Ryerson Creek

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days.

If you elect to repair the structures, you must secure all required permits and physically commence the work within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Robert B. Grabinski  
Fire Marshal/Inspection Services

Affirmative Action  
616/724-6703  
FAX/724-6790

Assessor  
616/724-6708  
FAX/724-6768

Cemetery  
616/724-6783  
FAX/722-4188

Civil Service  
616/724-6716  
FAX/724-6790

Clerk  
616/724-6705  
FAX/724-6768

Comm. & Neigh.  
Services  
616/724-6717  
FAX/724-6790

Engineering  
616/724-6707  
FAX/724-6790

Finance  
616/724-6713  
FAX/724-6768

Fire Dept.  
616/724-6792  
FAX/724-6785

Income Tax  
616/724-6770  
FAX/724-6768

Info. Systems  
616/724-6775  
FAX/724-6768

Leisure Service  
616/724-6704  
FAX/724-6790

Manager's Office  
616/724-6724  
FAX/724-6790

Mayor's Office  
616/724-6701  
FAX/724-6790

Neigh. & Const.  
Services  
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FAX/724-6790

Planning/Zoning  
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FAX/724-6790

Police Dept.  
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Public Works  
616/724-4100  
FAX/722-4188

Treasurer  
616/724-6720  
FAX/724-6768

Water Dept.  
616/724-6718  
FAX/724-6768

Water Filtration  
616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

CITY OF MUSKEGON

## NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

DATE: March 23, 2000

TO: David Scanlon

SUBJECT: Dangerous Building Case #00-19 -- 4 W. Clay

**PLEASE TAKE NOTICE** that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on April 6, 2000 at 5:30 p.m. at the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services  
City of Muskegon

MUSKEGON HOUSING BOARD OF APPEALS

April 6, 2000

5:30 P.M.

ATTENDANCE: Greg Borgman, Robert Johnson, John Warner, Randy Mackie, Fred Nielsen, William Anderson, Clinton Todd

EXCUSED:

STAFF: Bob Grabinski, Jerry McIntyre, Don LaBrenz,  
Henry Faltinowski, Cathy Everett for Bonnie Bauman and Kevin Stier, Comm. Officer

GUESTS: Dave Scanlon, Joseph Slowik, Tony Huffman, Cigreeze Morris, and Curtis Seals.

Vice Chairman Robert Johnson called the April 6, 2000 meeting of the Muskegon Housing Board of Appeals to order at 5:30 p.m. Roll call was taken.

APPROVAL OF MINUTES:

Greg Borgman made a motion, supported by Fred Nielsen, to approve the minutes of the March 2, 2000 meeting. The motion carried.

REVIEW CASES:

**#00-19 - 4 W. Clay - David Scanlon, 925 Sherwood, Muskegon MI.**

Mr. Scanlon attended the meeting and reported that he could not do repairs until he gets the permits required. He was informed some time ago that he needed drawings from an architect before permits could be issued. Mr. Scanlon stated that his Architect, Tim Bosma, delayed the completion of the drawings, but did give Mr. Scanlon a copy of what he had done so far which Mr. Scanlon had brought with him to the meeting. Greg Borgman asked the Staff if they had seen the drawings before. Bob Grabinski stated that the Inspections Dept has not seen the drawings but that Mr. Bosma had called and talked to Jerry McIntyre to let him know that he was working on the plans, Mr. McIntyre concurred. Mr. Grabinski asked Mr. Scanlon how much longer before the plans would be complete. Mr. Scanlon did not know. Staff recommended that the plans brought to the meeting be turned over to them and an extension be awarded to Mr. Scanlon to give him enough time for the Architect to complete the plans and then enough time for Mr. Scanlon to complete the work. Extend until September 1, 2000. Greg Borgman made a motion, supported by Robert Johnson and Fred Nielsen to extend this case until 9/1/00 and that an interior inspection must be set up by the Architect for Electrical, Plumbing, Mechanical and Fire.

AYES:

NAYES:

EXCUSED:

ABSENT:

Greg Borgman  
Robert Johnson  
Fred Nielsen  
William Anderson  
Randy Mackie  
John Warner  
Clint Todd

The motion carried.

**#00-14 - 310 W Larch - JOSEPH SLOWIK, 310 W. LARCH, MUSKEGON MI.**

Mr. Slowik attended the meeting. Staff asked him why the repairs stopped and how come he hasn't contacted the Inspections Dept. Mr. Slowik stated that he paid a non-licensed contractor that never showed up. He said that his main problem was finding siding to match and argued that the 4' x 6" area of siding that was missing was not a safety issue. Fred Nielsen asked the Staff if they had any objection to find siding that would be comprible but not match. Staff had no objections but recommended that the structure be considered Substandard, unsafe, a public nuisance and forward to the City Commission for concurrence unless Mr. Slowik finishes the work and calls for an inspection within the 30 day time limit before forwarded to the City Commission. Randy Mackie made a motion, supported by John Warner to accept the staff's recommendation and forward to the City Commission for concurrence.

AYES:

NAYS:

EXCUSED:

ABSENT:

Greg Borgman  
Robert Johnson  
Fred Nielsen  
William Anderson  
Randy Mackie  
John Warner  
Clint Todd

The motion carried

**#97-76 - 142 DELAWARE - CIGZREE MORRIS, 2528 PECK ST., HTS.**

Mr. Grabinski asked that the board indulge him and hear a case that was not on the agenda because Ms. Morris was in the audience. Bob told board that Ms. Morris has made a tremendous amount of progress on repairs. There were a couple inspections scheduled by contractors who failed to show up. Staff recommends extending for 60 days to allow time for completion of repairs and inspection. Greg Borgman made a motion, supported by Robert Johnson to accept the staff's recommendation to extend for 60 days to allow time for completion of repairs and inspection.

Affirmative Action  
616/724-6703  
FAX/722-1214

Assessor  
616/724-6708  
FAX/724-4178

Cemetery  
616/724-6783  
FAX/722-4188

Civil Service  
616/724-6716  
FAX/724-6790

Clerk  
616/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
616/724-6717  
FAX/726-2501

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616/724-6707  
FAX/727-6904

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FAX/724-6768

Info. Systems  
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Leisure Service  
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FAX/722-1214

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Treasurer  
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FAX/724-6768

Water Dept.  
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Water Filtration  
616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

May 11, 2000

Mr. Dave Scanlon  
925 Sherwood  
Muskegon, MI 49441

Re: Fire Inspection 4 W. Clay

Dear Mr. Scanlon:

A fire inspection was conducted on 5/9/00 at your facility located at 4 W. Clay, known as United Auto Body Shop. During the inspection the following fire safety code violations were noted.

1. U.F.C. 901.4.4 Premises Identification. Approved numbers or addresses shall be provided for all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property.

No address on building.

2. U.F.C. 902.4 Key Boxes. When access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the chief is authorized to require a key box to be installed in an accessible location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the chief.

No key box.

3. U.F.C. 90.2.1 Required Access. Fire apparatus access roads shall be provided in accordance with Section 901 and 902.2 for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction when any portion of the facility or any portion of an exterior wall of the first story of the building is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility.

Access required around the complete exterior of the building.

City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536

4. U.F.C. 103.4.5 Unsafe Buildings. Buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in the code or any other ordinance, are, for the purposes of Section 103.4.5, unsafe buildings. Such unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal.

Unsafe building due to structural hazards.

5. U.F.C. Section 8504 Abatement of Electrical Hazards. When electrical hazards are identified, measures to abate such conditions shall be taken. Identified hazardous electrical conditions in permanent wiring or temporary wiring shall be corrected in cooperation with the authority enforcing the Electrical Code.

Electrical wiring, devices, appliances and other equipment which are modified or damaged and constitute an electrical shock or fire hazard shall not be used.

Section 8506 Extension Cords and Flexible Cords. 8506.1 General. Extension cords shall not be used as a substitute for permanent wiring.

Electrical hazards.

6. Improper storage of combustible flammable liquid.
7. Application of flammable finishing shall comply with Uniform Fire Code Article 45 requirements. See enclosure.
8. Hot work shall comply with Uniform Fire Code Article 49. See enclosure.
9. U.F.C. 7401.6.1 General. Compressed gas containers, cylinders, tanks and systems shall be secured against accidental dislodgment and against access by unauthorized personnel in accordance with Section 7401.6.

7401.6.4 Securing compressed gas containers, cylinders and tanks. Compressed gas containers, cylinders and tanks shall be secured to prevent falling due to contact, vibration or seismic activity.

Compressed gas shall be stored in appropriate locations and secured.

10. U.F.C. Section 1203 Means of Egress Obstructions. Obstructions, including storage, shall not be placed in the required width of a means of egress, except projections as allowed by the Building Code. Means of egress shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the means of egress hazardous.

Exits needed

11. U.F.C. 1212.1 General. For the purposes of the Building Code, the term "exit sign" shall mean those required signs which indicate the path of exit travel within the means of egress system.

Exit signage.

12. U.F.C. 1211.2 Emergency Power Equipment. Equipment providing emergency power for means of egress illumination and exit signs shall be maintained in an operable condition.

Emergency lighting needed.

13. U.F.C. 1111.1 Fire-resistive construction. Required fire-resistive construction, including occupancy separations, area separation walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions and roof coverings shall be maintained as specified in the Building Code and this code and shall be properly repaired, restored or replaced when damaged, altered, breached, penetrated, removed or improperly installed.

Fire-resistive construction needed.

14. Storage in mezzanine.

If you have any questions, please contact me at 724-6793.

Thank you,

A handwritten signature in cursive script, appearing to read "Major Metcalf".

Major Metcalf  
Fire Inspector

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
FAX/726-5181

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FAX/726-5617

Civil Service  
231/724-6716  
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Fire Dept.  
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Income Tax  
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FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

Mayor's Office  
231/724-6701  
FAX/722-1214

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FAX/724-6790

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FAX/722-4188

Treasurer  
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FAX/724-6768

Water Billing Dept.  
231/724-6718  
FAX/724-6768

Water Filtration  
231/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

FILE COPY

## CITY OF MUSKEGON

### NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

August 16, 2000

Mr Dave Scanlon  
925 Sherwood  
Muskegon MI 49441

Comerica Mortgage Corp  
30150 Telegraph Road, Ste 100  
Bingham Farms, MI 48025

Dear Property Owner:

SUBJECT: Dangerous Building Case #00-19 - 4 W. Clay, Muskegon MI

**PLEASE TAKE NOTICE** that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on **Thursday, September 7, 2000** at **5:30 P.M.** in the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services  
City of Muskegon

A roll call vote was taken:

AYES:

John Warner  
Randy Mackie  
Jerry Bever  
Clint Todd

NAYS:

ABSENT:

Rev., William Anderson  
Greg Borgman  
Fred Neilsen

The motion Carried.

**#00-05 – 491 APPLE AVE. – Charles Wishart, 1210 Amity #1, Muskegon MI**

Mr. Wishart did not attend the meeting. Mr. Grabinski informed the Board that some work has been done. Building Inspector, Henry Faltinowski had been to the property and had a problem with the roof. He informed Mr. Wishart of the issues and informed him of what else was required to be done. There has been no contact from the owner since then. Staff recommends declaring a dangerous building and forward to the city commission for concurrence.

Randy Mackie, supported by, Clint Todd made a motion to declare the structure(s) at 491 E Apple Ave to be substandard, unsafe, a public nuisance and forward to the City Commission for concurrence in demolition.

A roll call vote was taken:

AYES:

John Warner  
Randy Mackie  
Jerry Bever  
Clint Todd

NAYS:

ABSENT:

Rev., William Anderson  
Greg Borgman  
Fred Neilsen

The motion Carried.

**#00-19 – 4 W. CLAY – David Scanlon, 965 Sherwood, Muskegon MI**

Mr. Scanlon did not attend the meeting. Mr. Grabinski reminded the Board that this case was tabled at the April meeting until 9/1/00. Mr. Scanlon was supposed to bring in drawings from an architect. No drawings have been presented to the Inspections department and no work has been done that the staff is aware of.

Randy Mackie, supported by Clinton Todd, made a motion to declare the structure(s) at 4 W. Clay to be substandard, unsafe, a public nuisance and forward to the City Commission for concurrence in demolition.

A roll call vote was taken:

AYES:

John Warner  
Randy Mackie  
Jerry Bever  
Clint Todd

NAYS:

ABSENT:

Rev., William Anderson  
Greg Borgman  
Fred Neilsen

The motion Carried.

**#00-34 – 939 JEFFERSON – Jack O'mally, 1107 W. Hile, Muskegon MI**

Mr. O'Mally did not attend the meeting. Mr. Grabinski stated that work is being done as we speak and progressing nicely. Staff recommended tabling the case for 60 days to allow time for completion of repairs.

Randy Mackie, supported by Clinton Todd, made a motion to Table the case for 60 days. If repairs are not completed, the case will be reviewed at the November meeting.

A roll call vote was taken:

AYES:

John Warner  
Randy Mackie  
Jerry Bever  
Clint Todd

NAYS:

ABSENT:

Rev., William Anderson  
Greg Borgman  
Fred Neilsen

The motion Carried.

**#99-27 – 381 OAK – Anthony Huffman, 928 W Norton, Muskegon MI**

Mr. Huffman did not attend the meeting. Mr. Grabinski informed the Board that Mr. Huffman did stop into the Inspections Office at 4:30 PM September 7, 2000 to report that he could not attend the meeting due to a conflicting appointment he had in Lansing; however, he had reported that the repairs have been completed. When Staff informed Mr. Huffman that an inspection was required upon completion of repairs he stated that he was unaware of that requirement. Grabinski stated that no inspections have been conducted as of yet but one was scheduled with Henry Faltinowski on 9/17/00.

Staff recommended declaring the structures as dangerous and forward to city commission contingent upon the inspection. If the repairs are approved at the time of the inspection, the case will be removed from the dangerous building record. However, if the repairs are NOT approved at the time of inspection, the case will be forwarded to the City Commission for concurrence with demolition.

Affirmative Action  
231/724-6703  
FAX/722-1214

Assessor  
231/724-6708  
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Cemetery  
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# MUSKEGON



West Michigan's Shoreline City

FILE COPY

## MUSKEGON HOUSING BOARD OF APPEALS

DATE: September 11, 2000  
CASE: #0019 - 4 W Clay Ave., Muskegon MI

David Scanlon  
965 Sherwood *925*  
Muskegon MI 49441

### FINDING OF FACTS AND ORDER

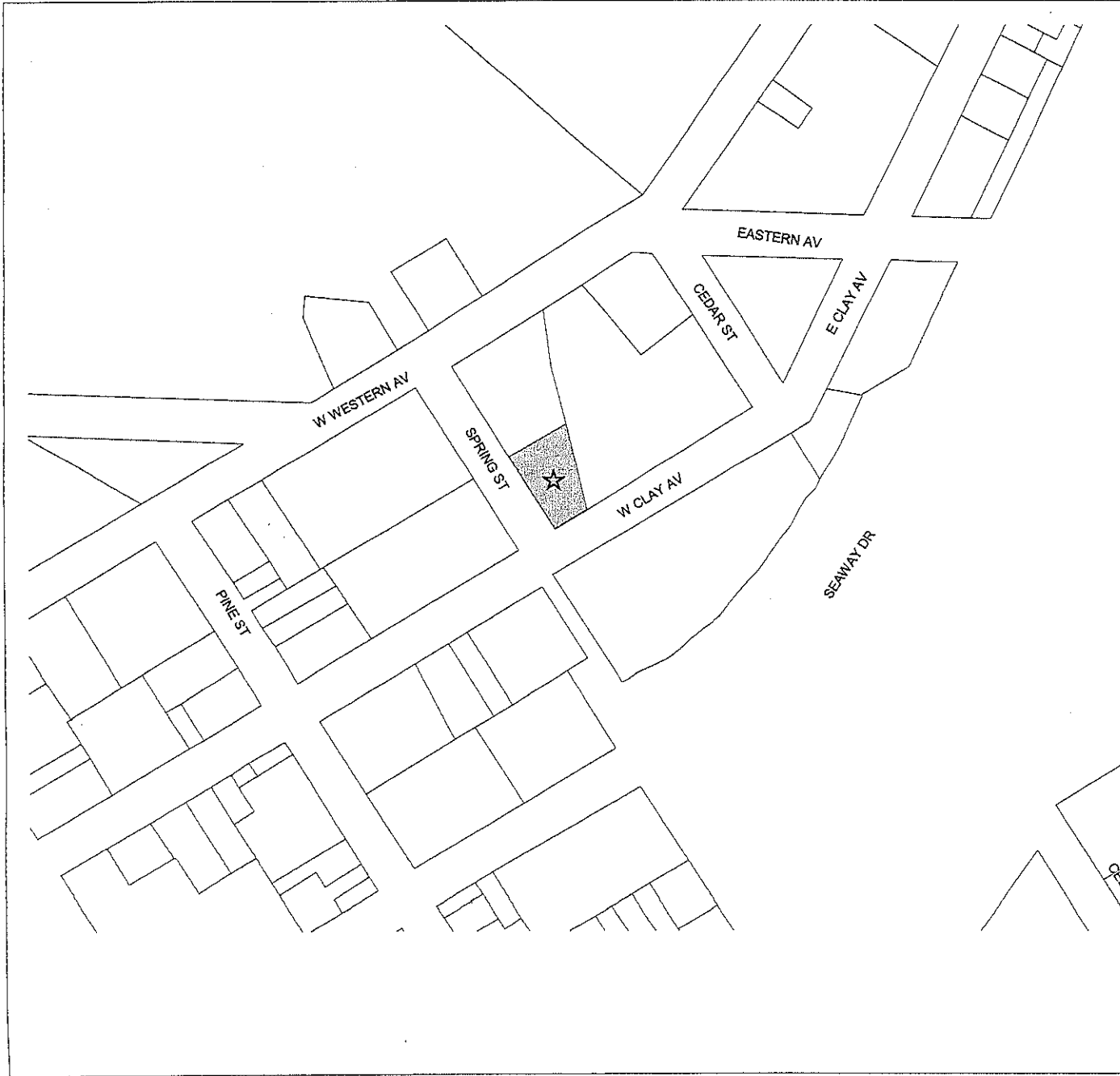
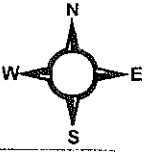
The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on September 7, 2000. The Inspections Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **S 132 FT OF LOT 5 LYING WLY OF RYERSON CREEK, BLK 173**, also known as, **4 W. CLAY AVE**, found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the endangering life, safety and the general welfare of the public.

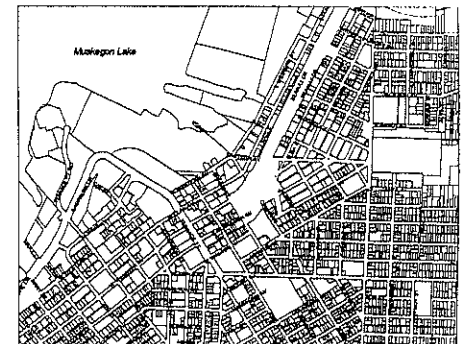
Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

# City of Muskegon Inspections Department



☆ = Subject Property (4 W. Clay)



**Date: December 12, 2000**  
**To: Honorable Mayor and City Commissioners**  
**From: City Attorney**  
**RE: Ordinance to Regulate the Storage and  
Accumulation of Junk Vehicles and Refuse**

---

SUMMARY OF REQUEST: To approve an ordinance amending Chapter 10 of the Code of Ordinances, concerning Garbage and Refuse, and further amending Sections 12-53 through 12-61 of Chapter 12 of the Code of Ordinances, concerning the storage and disposal of unabandoned junk vehicles on private property.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the ordinance.

## CITY OF MUSKEGON

Ordinance No. 2038

An ordinance amending Chapter 10 of the Code of Ordinances, concerning Garbage and Refuse, and further amending Sections 12 – 53 through 12- 61 of Chapter 12 of the Code of Ordinances, concerning the storage and disposal of unabandoned junk vehicles on private property.

**The City Commission of the City of Muskegon ordains:**

### **Chapter 10 Amendments**

Section 10 – 2 of the Code of Ordinances, entitled "**Definitions**," is amended by changing certain definitions and adding definitions in the following respects only, so that the affected definitions shall read as follows:

*Extracted stumps* shall mean stumps that have been extracted, dug, or removed from the ground. This term shall include the attached roots of said tree stumps.

*Refuse* includes all waste, rubbish, garbage, trash, junk, bulk items, discarded materials of every kind, unacceptable materials, medical and contagious waste, industrial waste, commercial waste, domestic waste and any discard or discarded materials otherwise defined herein. *Refuse* shall include all the definitional terms in this ordinance describing, identifying or defining any material, substance, or personal property.

*Rubbish* includes miscellaneous solid waste material, resulting from housekeeping, and shall include, but not be limited to packing boxes, cartons, magazines, ashes, tin cans, bottles, glassware, dishes, rubber, rags, wood, leather, automobile tires, floor sweepings, cans, bottles, paper, cartons, rags, discarded clothing, discarded utensils, containers, sweepings, glass, crockery, nails, model wire, light bulbs, signs, advertising matter, newspaper, and similar materials:

*Trash* shall include discarded household appliances, dismantled boats, airplanes, dismantled vehicle parts, dismantled machinery or tools, machinery parts, scrap metal, paper, broken furniture and similar property.

*Junk* shall include parts of machinery or motor vehicles, used stoves or other appliances, remnants of any personal property, any wood, metal, concrete, building materials or any other material or other cast-off material of any kind, whether or not the same could be put to any reasonable use.

Subsection 10 – 3(a) of the Code of Ordinances, entitled "**Responsibility of owners and occupants**," is amended to read:

(a) Every owner, occupant or person in possession of any premises in the city is required to have refuse removed and disposed of in accordance with this chapter and in accordance with all rules and regulations promulgated under this chapter. The city shall provide for certain refuse removal services for residential premises and there shall be paid to the city charges specified by the city commission for such services. Every owner, occupant or person in possession of multiple residential or nonresidential, commercial or industrial premises shall be responsible for the storage, collection and disposal of refuse on and from the premises, as authorized, required and as prohibited by this chapter, or federal, state or local laws, rules, and regulations.

## **Chapter 12 Amendments**

Sections 12-53 through 12-61, being portions of the text of Chapter 12 of the Code of Ordinances, are hereby completely amended to read in their entirety as follows:

### **12-53. Title.**

This Ordinance shall be known as the Junk Vehicle Ordinance.

### **12-54 Purpose.**

This Ordinance is enacted to protect the health, safety and welfare of the City and its citizens, and, further, in particular, to prevent and prohibit the storage, accumulation and improper disposal of abandoned, wrecked, dismantled or inoperative vehicles, all of which interfere with the enjoyment of the property, adversely affect property values, create fire hazards, cause health problems, extend and aggravate urban blight, or encourage unsightly, environmentally, or aesthetically degrading uses of land in the City.

### **12-55 Definitions.**

*Junk vehicle* shall mean any vehicle or motor vehicle, including motorized and non-motorized, highway or non-highway vehicles, trailers or mobile homes, which are not currently licensed and registered, even if operable, or, whether or not licensed and registered, not operable or useable for their original purpose, or not operable or useable for their original purpose without major repair, or partially/fully dismantled. The said term includes wrecked, damaged, junked, dismantled, partially dismantled, inoperable, abandoned, unlicensed, unregistered or discarded vehicles.

*Motor vehicle* is any vehicle which is self-propelled and designed to travel along the ground and shall include, but not be limited to: automobiles, buses, motor bikes, motorcycles, motor scooters, trucks, tractors, go-carts, golf carts, and race cars.

*Seasonal vehicle* shall mean any operative vehicle normally licensed for only part of the year.

*Private property* shall mean any real property within the City that is privately owned and which is not public property as defined in this section.

*Public property* shall mean any street, easement, alley or highway for its entire dedicated or publicly owned width, or any property owned or controlled or capable of control by a governmental entity, school district or public educational institution, including institutions of higher learning, vocational training, or an intermediate school district

*Disposal site* shall mean a place for legally storing junk vehicles, including without limitation, impounding lots, junkyards, public storage lots or garages, or other such premises.

#### **12-56 General Prohibition.**

No person shall store any junk vehicle, except as where permitted and in accordance with the City of Muskegon Code of Ordinances. The storage of said vehicles in violation of this Ordinance shall be declared a nuisance. All junk vehicles shall be removed and disposed of at a legally established disposal site.

#### **12-57 [Language deleted; section reserved].**

#### **12-58 Storage Requirements and Prohibitions; Junk Vehicles.**

(1) No person shall park, store, leave, permit the parking, storing or leaving, of any junk vehicle upon any public or private property within the City. The presence of such vehicle, or parts thereof, on private or public property is hereby declared a public nuisance.

(2) This section shall not apply to the following vehicles, whether or not they are junk vehicles, as defined:

(a) Any vehicle enclosed within a legally erected storage building in which they fit completely and are fully enclosed on private property.

(b) Any operative vehicle on a sales lot of a licensed motor vehicle dealer.

(c) Any vehicle temporarily kept on the premises of a licensed auto repair shop for the purpose of repairing the vehicle, provided the location of said vehicle does not violate the Zoning Ordinance of the City of Muskegon.

(d) One seasonal vehicle, provided it must be currently licensed, and in the event it is not currently licensed, it must be stored in a legally erected building as above.

#### **12-59 Notice of Violation; Removal; Impounding; Penalty.**

(1) Whenever any junk vehicle, as defined in this article, is found, a written notice shall be delivered in person or by first class mail to the owner of the junk vehicle and the owner or occupant of the private property on which the vehicle is located. An additional

notice shall be affixed to a conspicuous part of the vehicle. The notice shall describe the violation of this ordinance and shall require the removal of the violation within seven (7) days. If the violation is observed to exist after seven (7) days, a civil infraction ticket for such violation(s) may be issued. The City may determine, with appropriate authority, such as a court order or the property owner or occupant's permission or failure to respond to the notice, to peaceably enter the property to correct the violation, including removal or impounding of the vehicle at a disposal site.

(2) If a vehicle is removed and impounded by the City at a location where there will be impounding fees or charges, it shall give appropriate or required notice to the registered owner of the vehicle and the State of Michigan, PROVIDED that the notice shall not designate the vehicle as abandoned. The notice shall indicate that the vehicle will be disposed of by sale in the event the owner fails to redeem the vehicle by paying any charges or fees occasioned by the removal, impounding or storage of the vehicle.

(3) The direct cost of any enforcement action, including a fifteen percent (15%) surcharge for overhead and indirect costs, shall be charged to the owner or occupant of the property, as well as any owner of the vehicle, and in addition shall be levied against the property and collected in the manner of real property taxes, and shall constitute a valid tax lien against the said premises if unpaid.

(4) Any person who violates or fails to comply with the provisions of this Ordinance shall be responsible for a civil infraction. Each act in violation of any of the provisions hereof shall be deemed a separate civil infraction. In connection with and in addition to the civil infraction, the City may request supplemental relief and/or other remedies as available to the City. Civil infraction penalties shall be: One Hundred Dollars (\$100) for the first offense; Two Hundred Fifty Dollars (\$250) for the first repeat offense within twenty-four (24) months after the first offense; and, Five Hundred Dollars (\$500) for a second repeat offense within twenty-four (24) months after the first repeat offense.

#### **12-60 Savings Clause.**

Each section of this Ordinance and each subdivision of any section is hereby declared to be independent. Defining or holding of any section or subdivision to be invalid shall not affect the validity of any other section or subdivision

#### **12-61 Reserved.**

This Ordinance adopted.

Ayes Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro  
Nays None

Adoption Date: 12-12-00

Effective Date: 1-2-01

First Reading: 12-12-00  
Second Reading: N/A  
Publish: 12-23-00

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 12th day of December, 2000, at which meeting a quorum was present and remained throughout, and that the original of said Ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: December 12, 2000

Gail A. Kunding  
Gail A. Kunding, City Clerk

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

**CITY OF MUSKEGON  
NOTICE OF ADOPTION**

TO: ALL INTERESTED PARTIES

Please take notice that on December 12, 2000 the City Commission for the City of Muskegon adopted amendments to the Garbage and Refuse and Junk Car ordinances, which in summary form state as follows:

**Chapter 10 Amendments – Garbage and Refuse**

New definitions are added to the Garbage and Refuse ordinance, including definitions of extracted stumps, which are now defined as refuse, and the definitions of "refuse," "rubbish," "trash," and "junk."

Section 10-13, entitles "Responsibility of Owners and Occupants," is amended for clarification.

**Chapter 12 Amendments – Junk Vehicles**

Sections 12-53 through 12-61 are amended, and some sections renumbered to provide for definitions of junk vehicles and motor vehicles, seasonal vehicles, and public and private property, and to prohibit the storage of junk vehicles on any property except in enclosed buildings, or on properly established sales lots. Important provisions include:

Definition of Junk Vehicle: Includes any unlicensed vehicle or, even if licensed, any inoperative vehicle

Storage – No junk vehicle may be stored, parked or left on any property

Removal – Junk Vehicles may be removed with appropriate notice and authority and disposed of or impounded.

Violations – As presently provided, violation of the storage or parking provisions is a civil infraction, with fines of \$100.00, \$250.00 and \$500.00, and supplemental relief may be sought from the court.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

**TO:** Honorable Mayor and City Commissioners

**FROM:** Bryon L. Mazade, City Manager

**DATE:** December 4, 2000

**RE:** 2001 Salary Schedule and Fringe Benefits for Non-Represented Employees and the  
2001 Salary Schedule for Part-Time and Limited-Term Employees

**SUMMARY OF REQUEST:**

- 1) To establish the 2001 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 2001 (3.25% increase).
- 3) To change the pension age and service requirements from 55/30 to 55/25;
- 4) To increase the match by \$250 (currently \$750) per year of employee contributions into one of the City's approved Deferred Compensation Programs for employees who agree to fully participate in the City's Direct Deposit program.
- 5) To change the vision plan to allow for glasses or contact replacement every 12 months instead of 24 months.

**FINANCIAL IMPACT:**

- 1) Varies depending on the number of hours each employee works.
- 2) The salary increases will cost approximately \$81,250 plus approximately \$20,325 in added fringe benefit costs.
- 3) The cost of the pension improvement is approximately 1.33% of payroll.
- 4) The Deferred Compensation match will not be more than \$13,500.
- 5) Cost is \$3,340 annually.

**BUDGET ACTION REQUIRED:**

To authorize the necessary 2001 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 2001 salary ranges for part-time and limited-term employees;
- 2) To approve and adopt the proposed 2001 salary ranges, salary schedules, and fringe benefits for non-represented employees.

**COMMITTEE RECOMMENDATION:**

None

**CITY OF MUSKEGON**  
**2001 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED-TERM EMPLOYEES**

| <u>JOB TITLE</u>             | <u>GRADE 1</u>       | <u>GRADE 2</u> | <u>GRADE 3</u> | <u>GRADE 4</u> | <u>GRADE 5</u> | <u>GRADE 6</u> | <u>GRADE 7</u> |
|------------------------------|----------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>STEP 1</b>                |                      |                |                |                |                |                |                |
| JULIA E. HACKLEY INTERNS     | 5.50                 | 5.75           | 6.00           | 6.25           | 6.50           | 6.75           | 7.00           |
| McGRAFT PARK CARETAKER       | 5.50                 | 5.75           | 6.00           | 6.25           | 6.50           | 6.75           | 7.00           |
| 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           |
| <b>STEP 2</b>                |                      |                |                |                |                |                |                |
| FACILITY SUPERVISOR I        | 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           |
| <b>STEP 3</b>                |                      |                |                |                |                |                |                |
| 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          |
| SCHOOL CROSSING GUARDS       | 8.25                 | 8.50           | 8.75           | 9.00           | 9.25           | 9.50           | 10.00          |
| <b>STEP 4</b>                |                      |                |                |                |                |                |                |
| LIFEGUARD CAPTAIN            | 9.00                 | 9.40           | 9.80           | 10.20          | 10.80          | 11.30          | 12.00          |
| <b>STEP 5</b>                |                      |                |                |                |                |                |                |
| 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          |
| <b>STEP 6</b>                |                      |                |                |                |                |                |                |
| BOARD OF CANVASSERS          | \$65.00 per day      |                |                |                |                |                |                |
| BOARD OF REVIEW              | \$75.00 per day      |                |                |                |                |                |                |
| ELECTION WORKERS             | \$85 - \$95 per day  |                |                |                |                |                |                |
| ELECTION WORKER CHAIRPERSONS | \$90 - \$120 per day |                |                |                |                |                |                |

|                                                     | <u>MINIMUM SALARY</u> | <u>MAXIMUM SALARY</u> |
|-----------------------------------------------------|-----------------------|-----------------------|
| <b><u>RANGE VII</u></b>                             | <b>\$35,173</b>       | <b>\$46,900</b>       |
| Business Development Specialist                     |                       |                       |
| Cemetery/Forestry Supervisor                        |                       |                       |
| Database Administrator (Vacant)                     |                       |                       |
| Equipment Supervisor                                |                       |                       |
| Highway Supervisor                                  |                       |                       |
| Parks Supervisor                                    |                       |                       |
| Public Utilities Supervisor                         |                       |                       |
| Recreation/Marina Supervisor                        |                       |                       |
| Safety/Services Supervisor                          |                       |                       |
| Special Operations Supervisor                       |                       |                       |
| Zoning Administrator                                |                       |                       |
| <b><u>RANGE VIII</u></b>                            | <b>\$31,141</b>       | <b>\$41,523</b>       |
| Assistant Planner                                   |                       |                       |
| Communications & Public Affairs Administrator       |                       |                       |
| Income Tax Auditor                                  |                       |                       |
| Pension & Benefits Coordinator (Part-Time) (Vacant) |                       |                       |
| Personnel Analyst (Part-Time)                       |                       |                       |
| Police Community Coordinator                        |                       |                       |
| Resource Recovery Coordinator                       |                       |                       |
| Risk Manager                                        |                       |                       |
| <b><u>RANGE IX</u></b>                              | <b>\$27,441</b>       | <b>\$36,587</b>       |
| Building Maintenance Supervisor                     |                       |                       |
| Secretary to the City Manager                       |                       |                       |
| <b><u>RANGE X</u></b>                               | <b>\$25,449</b>       | <b>\$33,933</b>       |
| Administrative Aide - Police                        |                       |                       |
| Administrative Secretary                            |                       |                       |
| Administrative Services Supervisor - DPW            |                       |                       |
| Deputy City Clerk                                   |                       |                       |
| Deputy Treasurer                                    |                       |                       |
| Finance Clerk                                       |                       |                       |
| Personnel Clerk (Part-Time) (Vacant)                |                       |                       |
| Youth Recreation Coordinator                        |                       |                       |
| <b><u>RANGE XI</u></b>                              | <b>\$23,173</b>       | <b>\$30,898</b>       |
| City Hall Building Maintenance Worker               |                       |                       |

**ADMINISTRATIVE/TECHNICAL/PROFESSIONAL/SUPERVISORY**  
**SALARY RANGES**  
**EFFECTIVE 1/1/2001**

|                                                                                                                                                                                            | <b><u>MINIMUM SALARY</u></b> | <b><u>MAXIMUM SALARY</u></b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|
| <b><u>RANGE I</u></b>                                                                                                                                                                      | <b>\$58,136</b>              | <b>\$77,516</b>              |
| Assistant City Manager<br>Finance Director<br>Police Chief<br>Public Works Director                                                                                                        |                              |                              |
| <b><u>RANGE II</u></b>                                                                                                                                                                     | <b>\$53,688</b>              | <b>\$71,584</b>              |
| Community/Economic Development Director<br>Fire Chief<br>Leisure Services Director                                                                                                         |                              |                              |
| <b><u>RANGE III</u></b>                                                                                                                                                                    | <b>\$49,181</b>              | <b>\$65,443</b>              |
| Assistant Chief of Police (Vacant)<br>City Clerk<br>City Engineer<br>City Treasurer<br>Civil Service/Personnel Director<br>Deputy Director of Public Works<br>Information Systems Director |                              |                              |
| <b><u>RANGE IV</u></b>                                                                                                                                                                     | <b>\$42,365</b>              | <b>\$56,486</b>              |
| Assistant Finance Director<br>Deputy Director of Community/Economic Development<br>Income Tax Director                                                                                     |                              |                              |
| <b><u>RANGE V</u></b>                                                                                                                                                                      | <b>\$40,549</b>              | <b>\$54,067</b>              |
| Affirmative Action Director<br>Assistant City Engineer (Vacant)<br>Community & Neighborhood Services Director<br>Water Filtration Plant Supervisor                                         |                              |                              |
| <b><u>RANGE VI</u></b>                                                                                                                                                                     | <b>\$38,003</b>              | <b>\$50,672</b>              |
| Building Official<br>Project Engineer (Vacant)                                                                                                                                             |                              |                              |

**2001**  
**NON-REPRESENTED EMPLOYEES SALARY SCHEDULE**

SALARY SCHEDULE  
 11 STEPS  
 -----

| CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 | STEP 11 |
|----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| RANGE I        | 58,136 | 60,074 | 62,012 | 63,950 | 65,888 | 67,826 | 69,764 | 71,702 | 73,640 | 75,578  | 77,516  |
| RANGE II       | 53,688 | 55,478 | 57,267 | 59,057 | 60,846 | 62,636 | 64,426 | 66,215 | 68,005 | 69,794  | 71,584  |
| RANGE III      | 49,181 | 50,807 | 52,433 | 54,060 | 55,686 | 57,312 | 58,938 | 60,564 | 62,191 | 63,817  | 65,443  |
| RANGE IV       | 42,365 | 43,777 | 45,189 | 46,601 | 48,013 | 49,426 | 50,838 | 52,250 | 53,662 | 55,074  | 56,486  |
| RANGE V        | 40,549 | 41,901 | 43,253 | 44,604 | 45,956 | 47,308 | 48,660 | 50,012 | 51,363 | 52,715  | 54,067  |
| RANGE VI       | 38,003 | 39,270 | 40,537 | 41,804 | 43,071 | 44,338 | 45,604 | 46,871 | 48,138 | 49,405  | 50,672  |
| RANGE VII      | 35,173 | 36,346 | 37,518 | 38,691 | 39,864 | 41,037 | 42,209 | 43,382 | 44,555 | 45,727  | 46,900  |
| RANGE VIII     | 31,141 | 32,179 | 33,217 | 34,256 | 35,294 | 36,332 | 37,370 | 38,408 | 39,447 | 40,485  | 41,523  |
| RANGE IX       | 27,441 | 28,356 | 29,270 | 30,185 | 31,099 | 32,014 | 32,929 | 33,843 | 34,758 | 35,672  | 36,587  |
| RANGE X        | 25,449 | 26,297 | 27,146 | 27,994 | 28,843 | 29,691 | 30,539 | 31,388 | 32,236 | 33,085  | 33,933  |
| RANGE XI       | 23,173 | 23,946 | 24,718 | 25,491 | 26,263 | 27,036 | 27,808 | 28,581 | 29,353 | 30,126  | 30,898  |

JMS-O: EXCEL (2001-3.25%)

AGENDA ITEM NO. \_\_\_\_\_

CITY COMMISSION MEETING \_\_\_\_\_

*Needs  
2nd  
Reading*

**TO:** Honorable Mayor and City Commissioners

**FROM:** Bryon L. Mazade, City Manager

**DATE:** December 5, 2000

**RE:** General Employees Retirement System Ordinance Amendment

**SUMMARY OF REQUEST:**

To approve an ordinance amendment to the General Employees Retirement System to change the age and service requirements from 55/30 to 55/25.

**FINANCIAL IMPACT:**

\$28,590 or 1.33% of payroll.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

To approve the attached ordinance.

**COMMITTEE RECOMMENDATION:**

None

O:\COMMON\DEPTMENT\ADMIN\AGNDA\FRM