CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 10, 2013

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:**
  - **A. Muskegon High School Big Reds Football Team – 2012-2013 State Finalist.**
  - **B. Muskegon Catholic Central Crusaders Football Team – Division 8 State Championship.**
- **INTRODUCTIONS/PRESENTATION:**
- **CONSENT AGENDA:**
  - **A. Approval of Minutes**. CITY CLERK
  - **B. SECOND READING: Amendment to the Water Supplies Ordinance.** PLANNING & ECONOMIC DEVELOPMENT
  - **C. Request to Deny and Accept Properties That Did Not Sell During the Tax Sale for 2013.** PLANNING & ECONOMIC DEVELOPMENT
  - **D. Approval of Building Procurement Contractor for Community & Neighborhood Services.** COMMUNITY & NEIGHBORHOOD SERVICES
  - **E. Health & Wellness Program.** AFFIRMATIVE ACTION & RISK MANAGEMENT
- **PUBLIC HEARINGS:**
- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:**
- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**

A. **2014 User Fee Update.** FINANCE

B. **2014 Salary Schedule and Fringe Benefits for Non-Represented Employees.** CITY MANAGER

C. **Agreements with Harris Hospitality for Pere Marquette Park.** PLANNING & ECONOMIC DEVELOPMENT

- **ANY OTHER BUSINESS:**
- **PUBLIC PARTICIPATION:**

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

- **CLOSED SESSION:**
- **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 Ann Marie Cummings, City Clerk, 933 Terrace Street, Muskegon, MI 49440 or by calling (231) 724-6705 or TTY/TDD dial 7-1-1 to request a representative to dial (231) 724-6705.

Date: December 10, 2013

To: Honorable Mayor and City Commissioners

From: Ann Marie Cummings, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the November 26th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 26, 2013

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, November 26, 2013.

Mayor Gawron opened the meeting with a prayer from Pastor Tim Cross from the Living Word Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Eric Hood, Willie German, Byron Turnquist, and Lea Markowski, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

Absent: Commissioner Sue Wierengo.

2013-91 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the November 12th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Senior Nutrition Program – Agreement Between AgeWell Services of West Michigan (AWS) and the City of Muskegon. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon has contracted with AgeWell Services for several years to conduct the senior nutrition program at the McGraft Park Community Building. Unfortunately, the number of seniors at this location has declined over the past few years, making it unfeasible to continue services. The good news is that Tanglewood Park, located three miles from McGraft Park, is open and available to these seniors, offering a variety of services in addition

to meals. Therefore, AWS has made the decision to close the McGraft Park Congregate Nutrition Program effective December 31, 2013. The most recent Agreement between the City and AWS ended in September 2013. The Commission is requested to approve the new Agreement through December 31, 2013.

FINANCIAL IMPACT: The City will no longer financially support the AWS program at McGraft Park, in the amount of $2,079 a year and AWS will no longer pay the City $200 a month for rent and utilities.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Agreement between AWS and the City of Muskegon through December 31, 2013, and authorize the Mayor to sign the Agreement.

C. <u>Amendment to the Water Supplies Ordinance.</u> PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Gene's Service, Inc. has petitioned to designate a total of 13 properties located in the City of Muskegon as "affected premises" under the City of Muskegon Water Supplies Ordinance (Ordinance No. 1133). This request follows years of response activities, including investigation and monitoring associated with the site, as well as the Michigan Department of Quality's approval for Gene's Service, Inc. to utilize the Muskegon ordinance as an appropriate exposure control measure.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the amendment to the ordinance.

REQUIRES SECOND READING.

D. <u>Purchase of Handheld Radios.</u> PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to purchase 70 handheld radios from Motorola (Mi-deal, state contract) for $108,704.50 and to purchase 100 radio holders from Porta-Chip for $2,100.

FINANCIAL IMPACT: The total cost of this purchase is $110,804.50. 75% of the total cost is funded through a grant the police department has secured and the remaining 25% is from the equipment fund.

BUDGET ACTION REQUIRED: None at this time as this proposed purchase and grant were reflected in the 1st quarterly reforecast of the 2013/2014 budget recently approved.

STAFF RECOMMENDATION: Authorize staff to purchase the radios and holders.

E. <u>Grant Agreement Addendum – Hartshorn Marina & Cottage Grove</u>

Boating Access. PUBLIC WORKS

SUMMARY OF REQUEST: Adopt the resolution and authorize the Mayor and Clerk to sign the agreement addendum between the City and MDNR reflecting the acceptance of the grant based on actual bids and other expenses.

FINANCIAL IMPACT: None to the City as the entire cost of $209,118.35 is grant eligible.

BUDGET ACTION REQUIRED: None, the cost and grant numbers were reflected in the first quarterly reforecast of the 2013/2014 budget.

STAFF RECOMMENDATION: Adopt the resolution, and authorize the Mayor and Clerk to sign the agreement.

Motion by Commissioner Turnquist, second by Commissioner German to accept the Consent Agenda as presented.

ROLL VOTE: Ayes: Hood, Spataro, German, Turnquist, Markowski, and Gawron

Nays: None

MOTION PASSES

2013-92 NEW BUSINESS:

A. Zoning Administrator Services – "Memorandum of Understanding, Zoning Services" Between City of Muskegon and City of Muskegon Heights. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon Heights is requesting zoning administration services from the City of Muskegon. Our Zoning Administrator, Mike Franzak, will provide those services. A "Memorandum of Understanding (MOU)" has been proposed to allow for these services. Mr. Franzak will provide zoning services for a minimum of six hours every two weeks and a maximum of six hours every week; with four hours to be located within Muskegon Heights City Hall.

FINANCIAL IMPACT: The Zoning Administrator services will be provided to Muskegon Heights at the rate of $35 per hour.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the MOU and authorize the Mayor's signature.

Motion by Vice Mayor Spataro, second by Commissioner Hood to approve the Zoning Administrator Memorandum of Understanding for the services between the City of Muskegon and the City of Muskegon Heights.

ROLL VOTE: Ayes: Spataro, German, Turnquist, Markowski, Gawron, and Hood

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:03 pm.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Commission Meeting Date: November 26, 2013

Date: November 20, 2013

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Amendment to the Water Supplies Ordinance

SUMMARY OF REQUEST:

Gene's Service, Inc has petitioned to designate a total of 13 properties located in the City of Muskegon as "affected premises" under the City of Muskegon Water Supplies Ordinance (Ordinance No. 1133). This request follows years of response activities, including investigation and monitoring associated with the site, as well as the Michigan Department of Quality's approval for Gene's Service, Inc to utilize the Muskegon ordinance as an appropriate exposure control measure.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the amendment to ordinance

COMMITTEE RECOMMENDATION:

None

WESTSHORE
CONSULTING
Engineers ▪ Scientists ▪ Surveyors

WestshoreConsulting.com

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2534 Black Creek Road
Muskegon, Michigan 49444
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Fx: (231) 773-3453

Grand Haven
(616) 844-1260

Manistee
(231) 920-5818

RECEIVED
AUG 27 2013
CITY OF MUSKEGON
PLANNING DEPARTMENT

August 22, 2013

City of Muskegon
Planning Department
933 Terrace Street
Muskegon, MI 49443

Re: Petition to Designate Affected Premises Under Water Supplies Ordinance Proposed Restricted Zone – Gene's Service Station, 1987 West Sherman Blvd., Norton Shores, Muskegon County, Michigan (the "Site")

To Whom It May Concern:

Gene's Service, Inc. (also known as Gene's Service Station) has requested that Westshore Consulting (Westshore) prepare a petition to designate a total of 13 properties located in the City of Muskegon as *affected premises* under the City of Muskegon Water Supplies Ordinance (Ordinance No. 1133). This request follows years of response activities, including investigation and monitoring associated with the Site, as well as the Michigan Department of Environmental Quality's (MDEQ) June 6, 2013 letter granting approval for Gene's Service to utilize the Muskegon ordinance as an appropriate exposure control measure. The Site is located at 1987 West Sherman Boulevard, Norton Shores, Michigan.

Westshore has completed environmental investigations and has delineated the extent of contamination associated with a release of petroleum-related compounds discovered in 1994 at the Site. The extent of soil and groundwater contamination has been delineated within Residential Tier 1 Risk Based Screening Levels (RBSLs). Minor soil contamination is present in the immediate vicinity of the former underground storage tank (UST) system, and low levels of groundwater contaminants have migrated offsite in a northeasterly direction. Westshore has completed a Tier 2 Risk Based Corrective Action (RBCA) evaluation, and in order to close this Site, reliance upon institutional controls is necessary. Westshore has shared the available environmental data with the MDEQ, and they agree that use of the City of Muskegon Water Supplies Ordinance will result in appropriate control of exposure risks to offsite property owners, and will allow the Site to be closed. The MDEQ's June 6, 2013 approval letter is included in Attachment C.

The remaining contamination at the Site consists of gasoline-based hydrocarbons including toluene, ethylbenzene, xylenes, 1,2,4-trimethylbenzene (TMB), 1,3,5-TMB and naphthalene. Minimal soil contamination remaining is confined to the Site property, and is present in the immediate vicinity of the former UST system on the Site. Only one soil sample (VTB-4 S-2) contained concentrations of petroleum parameters that exceeded the MDEQ residential Tier 1 RBSLs, and only xylenes were above the MDEQ criteria. Soil contamination at the Site has been fully defined, and no further investigation or remediation is necessary.

Groundwater contamination is present in low concentrations that originate on the Site property and extend to the north beneath Sherman Boulevard and several properties immediately adjacent to the north of Sherman Boulevard (most of the properties included in this request are not impacted by the Site contaminants, but are included to provide an appropriate buffer zone). A series of monitoring wells have been installed both onsite and offsite that fully delineate the extent of impact in the aquifer. Groundwater at the Site is present about 10 feet below the top of the ground surface. Groundwater monitoring has occurred since the 1990s, and demonstrates that the low concentration of hydrocarbon constituents have decreased with time, and the plume is stable and not expanding. There are no utility corridors that are affected by the hydrocarbon release. The remaining groundwater contamination only slightly exceeds the MDEQ residential Tier 1 RBSLs as related to the drinking water pathway. The only hypothetical exposure concern is the potential use of the groundwater for potable purposes, and no other potential exposure concerns are known. Westshore has conducted a water well survey of the neighborhood, and no potable or sprinkler wells are known to exist at this time. The concentration of hydrocarbons in the aquifer is very low, and will be further reduced through natural attenuation over time. No additional investigation or remediation is warranted, and Westshore plans to submit a Closure Report to the MDEQ upon the anticipated acceptance of the Site into the City of Muskegon Groundwater Protection Ordinance.

If you have any questions or need further information, please contact me at (231) 777-3447.

Sincerely,

WESTSHORE CONSULTING

Robert L. Schulz

Robert L. Schulz, CPG
Vice President

RLS/jlg/4040-2

Attachments:
Petition Form
Figure 1 – Proposed Restricted Zone Affected Premises
Attachment A – Responses to Petition
Attachment B – Property Owner Data Affected Premises
Attachment C – MDEQ approval letter dated June 6, 2013
Table 1 – Historical Groundwater Analytical Results for Site

cc: Mr. Jeff Smith, Gene's Service, Inc.

Attachment B - Affected Premises - Property Owners Information & Groundwater Well Survey

Map ID#	Tax Identification No.	Street Address	Owner	Are Water Wells Existing at Site per Owner [1]	Are Water Wells Visible at Site per Site Inspection [1]	Do Water Wells Exist at Site per Health Department [2,8]	Do Water Well Records Exist per MDEQ Water Well Viewer [3]	Is Site Connected to City Water [4]	Does the Site have Current City Water Usage [5]	Owner's Address	City	State	Zip	Phone
Sherman Boulevard sites														
1	61-24-645-000-0005-00	1996 West Sherman Boulevard	John C Halbower et. al.	NO	NO	NO	NO	YES	YES	1996 West Sherman Boulevard	Muskegon	MI	49441	231-759-7625
2	61-24-645-000-0006-00	1964 West Sherman Boulevard	Robert D Stubbs	NO	NO	NO	NO	YES	YES	1964 West Sherman Boulevard	Muskegon	MI	49441	231-755-1820
3	61-24-645-000-0008-00	1960 West Sherman Boulevard	Lynn A Grant / Joleen M Robinson	NO	NO	NO	NO	YES	YES	1960 West Sherman Boulevard	Muskegon	MI	49441	Not Available
4	61-24-645-000-0010-00	1944 West Sherman Boulevard	Mary E Barnes	NO	NO	NO	NO	YES	YES	P.O. Box 463	Muskegon	MI	49443-0463	Not Available
5	61-24-645-000-0011-00	1940 West Sherman Boulevard	Doyle Daniels	NO	NO	NO	NO	YES	YES	1940 West Sherman Boulevard	Muskegon	MI	49441	231-755-3104
Letart Avenue sites														
6	61-24-645-000-0036-00	1935 Letart Avenue	Johnathan Murphy	NO	NO	NO [8]	NO	YES	YES	1935 Letart Avenue	Muskegon	MI	49441	231-747-7470
7	61-24-645-000-0037-00	1949 Letart Avenue	Sophia Kuck	NO	NO	NO [8]	NO	YES	YES	1949 Letart Avenue	Muskegon	MI	49441	Not Available
8	61-24-645-000-0038-00	1953 Letart Avenue	Jeniffer Jilek	NO	NO	NO [8]	NO	YES	YES	1953 Letart Avenue	Muskegon	MI	49441	231-759-0716
9	61-24-645-000-0039-00	1961 Letart Avenue	Sean W & Dawn Black	NO	NO	NO [8]	NO	YES	YES	1961 Letart Avenue	Muskegon	MI	49441	231-755-2185
10	61-24-645-000-0041-00	1971 Letart Avenue	Amy L Kingsley	NO	NO	NO [8]	NO	YES	YES	327 Randall Road	Muskegon	MI	49441-4947	Not Available
McCracken Street sites														
11	61-24-645-000-0001-00	2556 McCracken Street	Mark D Hill	NO [7]	NO	NO	NO	YES	YES	3689 McCracken Street	Muskegon	MI	49441	231-780-2939
12	61-24-645-000-0002-00	2564 McCracken Street	Margaret M Harris	NO	NO	NO	NO	YES	YES	2564 McCracken Street	Muskegon	MI	49441	231-759-0006
13	61-24-645-000-0003-00	2572 McCracken Street	Sher Mac, Inc.	NO	NO	NO	NO	YES	YES [6]	2011 Letart Avenue	Muskegon	MI	49441	231-755-6155

Notes:

(1) Data based on Property-to-Property Survey conducted by Westshore Consulting from December 2006 to January 2007.

(2) Data based on letter from Ms. Victoria Webster, Environmental Health Supervisor, Muskegon County Health Department in May 2004.

(3) Data based on MDEQ Water Well Viewer website search conducted by Westshore Consulting in March 2013.

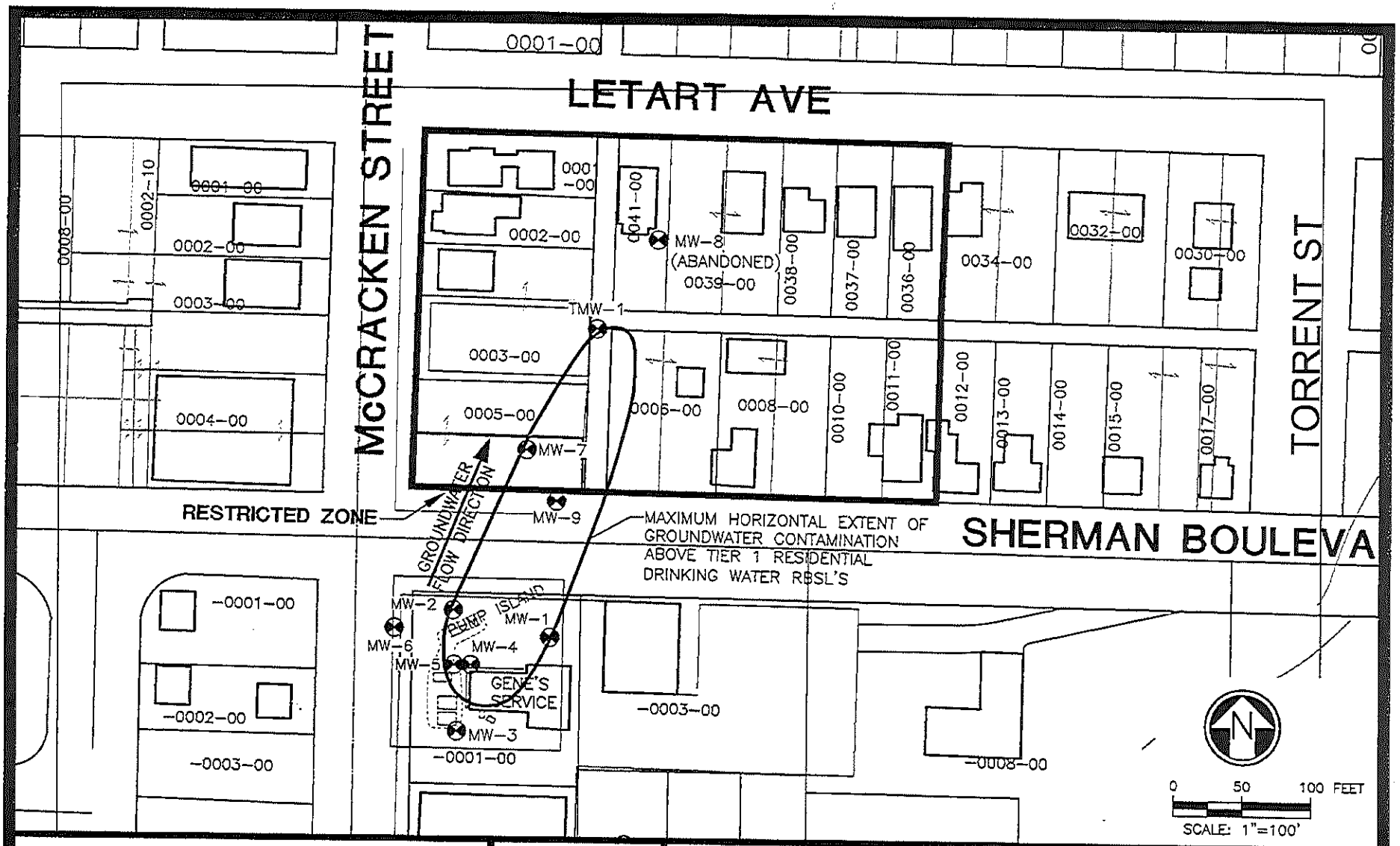
(4) Data based on connection dates provided by Mr. Kelly DeFrench, DPW, City of Muskegon in January 2007.

(5) Data based on current utility billing history information obtained from City of Muskegon online website in March 2013.

(6) Data indicated water shutoff in November 2011 & has not been turned back on, based on current utility billing history information obtained from City of Muskegon online website in March 2013.

(7) Westshore Consulting was unable to contact an owner during the Property-to-Property Survey in 2006-07, however, contacted the current owner on March 19, 2013.

(8) Data based on Muskegon County Health Department FOIA response on April 2, 2013.



WESTSHORE CONSULTING
Engineers ■ Scientists ■ Surveyors

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Muskegon, MI 49444
Ph: (231) 777-3447
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Service@WestshoreConsulting.com

238 Parkdale Avenue, Suite 2
Manistee, MI 49660
Ph: (231) 723-2202
Fax: (231) 723-2291
Westshore@Voyager.net

Gene's Service

1987 W. Sherman Blvd.
Norton Shores, Michigan

PROPOSED RESTRICTED ZONE AFFECTED PREMISES

Checked:	RLS
Date:	04/03/13
Drawn by:	BJA
Date:	04/03/13
File No.:	4040-2
Figure:	1

C:\Land Projects 2004\4040-2\dwg\4040-2 RESTRICTION.dwg 8/22/2013 7:39:46 PM EDT

Commission Meeting Date: December 10, 2013

Date: December 2, 2013

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Request to Deny & Accept Properties that did not Sell During the Tax sale for 2013

SUMMARY OF REQUEST:

The County of Muskegon held two delinquent tax auctions during 2013. There were seventy eight properties left after the last auction. According to the State's tax foreclosure laws, the City must state that they are not interested in obtaining them, otherwise the City will automatically receive ownership of the parcels. From the list that was provided, Planning and Community & Neighborhood Services have gone over the parcels to determine which ones to accept.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To deny and accept certain parcels and authorize both the Mayor and the Clerk to sign said resolution.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2013-____

MUSKEGON CITY COMMISSION

RESOLUTION TO DENY ACCEPTANCE OF TAX REVERTED PROPERTY FROM THE COUNTY TREASURER.

WHEREAS, The City may not accept the properties available under the urban homestead act, 1999 PA 127, MCL 125.2701 to 125.2709, PA 123 of 1999, MCL 211.78M(6) or for any other lawful purpose, and;

WHEREAS, the City of Muskegon does not want to acquire sixty one parcels;

WHEREAS, the City of Muskegon will accept the remaining seventeen parcels;

WHEREAS, the City of Muskegon also will not accept any other parcel that was not on the list of seventy eight (should something be discovered that is not already listed below);

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon shall not accept sixty one parcels that were remaining from the tax sale but will accept the remaining seventeen.

Legal Descriptions that will Not be Accepted are as Follows:

CITY OF MUSKEGON JEANNOT COURT LOT 18 BLK 2
Parcel #24-480-002-0018-00
1056 Windsor

CITY OF MUSKEGON REVISED PLAT OF 1903 N 60 FT LOT 8 BLK 71
Parcel # 24-205-071-0008-00
1084 Maple

CITY OF MUSKEGON DENNIS SMITH & COS SOUTH SIDE ADDITION S 20 FT OF LOT 3 & LOTS 4 TO 7 INCL BLK 2 ALSO E 1/2 OF VAC ALLEY ADJ TO SAID PROP
Parcel # 24-232-002-0004-00
1901 Peck

CITY OF MUSKEGON DENNIS SMITH & COS SOUTH SIDE ADDITION LOTS 8 TO 12 INCL BLK 2 ALSO W 1/2 OF VAC ALLEY ADJ TO SAID LOTS
Parcel # 24-232-002-0008-00
1916 Sanford

CITY OF MUSKEGON DENNIS SMITH & COS SOUTH SIDE ADDITION LOTS 1& 2 BLK 3
Parcel # 24-232-003-0001-00
1931 Peck

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 15-16 & 17 BLK 186 ALSO W 1/2 OF VAC ALLEY ADJ
Parcel # 24-205-186-0015-00
866 Pine

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 18 BLK 186 ALSO W 1/2 OF VAC ALLEY ADJ
Parcel # 24-205-186-0018-00
870 Pine

CITY OF MUSKEGON BRUNSWICK ADD LOT 76
Parcel # 24-175-000-0076-00
919 Windsor

CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL S 30 FT LOT 10 BLK 101
Parcel # 24-185-101-0010-00
1660 Dyson

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 69
Parcel # 24-205-069-0001-10
1075 Chestnut

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 EX N 26 FT OF W 57 1/2 FT BLK 67
Parcel # 24-205-067-0007-10
1044 Wood

CITY OF MUSKEGON REVISED PLAT OF 1903 N 40 FT OF S 60 FT LOTS 2 & 15 BLK 63
Parcel # 24-205-063-0002-60
1081 Holt

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 245
Parcel # 24-205-245-0003-00
1200 Pine

CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 3 BLK 394
Parcel # 24-205-394-0003-10
1302 Sanford

CITY OF MUSKEGON REVISED PLAT OF 1903 S 55 FT LOT 6 BLK 370
Parcel # 24-205-370-0006-20
1308 7th

CITY OF MUSKEGON SUB DIVISION OF BLK 95 LOT 16
Parcel # 24-771-000-0016-00
1332 Chestnut

CITY OF MUSKEGON REVISED PLAT OF 1903 S 47.5 FT LOT 1 BLK 408
Parcel # 24-205-408-0001-20
1451 Park

CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INC LOTS 11 & 12 BLK 103
Parcel # 24-185-103-0011-00
1653 McIlwraith

CITY OF MUSKEGON REVISED PLAT 1903 LOT 10 & S 12 FT LOT 11 & TOGETHER WITH N 1/2 E/W VAC ALLEY ADJ TO &PAR WITH GRAND TRUCK WESTER RR CO ROW LYING SLY LOT 10 & ADJ TH'OF BLK 308 EXTNDG FROM ELY LN SD BLK IF PRODUCED S TO LN 109 FT WLY TH'OF EXC COM @ A PT ON W LN LOT 10 10 FT N OF SW COR TH S & ELY ON ARC OF 10 FT R ADIUS TO S LN SD LOT TH W TO SW COR SD LOT TH N TO POB
Parcel # 24-205-308-0010-00
1785 Wood

CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 6 BLK 244
Parcel # 24-205-244-0006-00
186 E Isabella

CITY OF MUSKEGON EASTLAWN SUB DIV OF BLKS 3-4 & 5 R P EASTONS 2ND SUB DIV LOT 14 BLK 2
Parcel # 24-255-002-0014-00
1986 McIlwraith

CITY OF MUSKEGON REVISED PLAT OF 1903 W 33 FT OF N 3.4 FT LOT 16 & W 33 FT LOT 17 BLK 281
Parcel # 24-205-281-0017-00
229 E Grand

CITY OF MUSKEGON WELWORTH LOT 151 & S 8.85 FT OF LOT 152
Parcel # 24-860-000-0151-00
2295 Valley

CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 13 BLK 251
Parcel # 24-205-251-0013-00
235 E Isabella

CITY OF MUSKEGON REVISED PLAT OF 1903 E 44 FT LOT 8 BLK 378
Parcel # 24-205-378-0008-00
272 Merrill

CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 12 BLK 261
Parcel # 24-205-261-0012-10
327 Catherine

CITY OF MUSKEGON REVISED PLAT OF 1903 SWLY 1/2 LOT 12 BLK 249
Parcel # 24-205-249-0012-00
353 E Isabella

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 BLK 249
Parcel # 24-205-249-0006-00
390 Catherine

CITY OF MUSKEGON REVISED PLAT 1903 W 1/2 LOT 4 BLK 79
Parcel # 24-205-079-0004-00
427 Catherine

CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 10 BLK 338
Parcel # 24-205-338-0010-00
484 W Muskegon

CITY OF MUSKEGON REVISED PLAT 1903 LOT 6 BLK 77
Parcel # 24-205-077-0006-00
489 E Isabella

CITY OF MUSKEGON REVISED PLAT 1903 LOT 1 EX W 33 FT BLK 80
Parcel # 24-205-080-0001-00
529 Catherine

CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 OF LOT 11 & E 27 FT OF LOT 12 BLK 49
Parcel # 24-205-049-0011-00
585 Oak

CITY OF MUSKEGON SUB DIV OF LOT 21 BLK 49 LOT 9
Parcel # 24-769-000-0009-00
616 Amity

CITY OF MUSKEGON MUSKEGON VALLEY FURNITURE COS SUB DIV OF PART OF BLK 98 LOT 16 BLK 1
Parcel # 24-620-001-0016-00
764 Louis

CITY OF MUSKEGON ORCHARD GROVE ADD LOT 195 ALSO W 1/2 VAC ALLEY ADJ
Parcel # 24-665-000-0195-00
883 W Barney

CITY OF MUSKEGON REVISED PLAT OF 1903 W 46 FT LOT 14 BLK 478
Parcel # 24-205-478-0014-00
900 W Grand

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 16 BLK 57
Parcel # 24-205-057-0016-00
965 Scott

CITY OF MUSKEGON REVISED PLAT OF 1903 W 40 FT OF N 31 5/7 FT LOT 12 & W 40 FT OF S 9 1/7 FT LOT 13 & W 42 FT OF N 40 5/7 FT LOT 13 & W 42 FT LOT 14 BLK 426
Parcel # 24-205-426-0012-00
143 W Southern

CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 21 BLK 109
Parcel # 24-185-109-0021-00
1681 Elwood

CITY OF MUSKEGON PLAT A MUSKEGON HTS LOT 23 BLK 24
Parcel # 24-675-024-0023-00
1916 Clinton

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 22 BLK 420
Parcel # 24-205-420-0022-00
215 W Grand

CITY OF MUSKEGON REVISED PLAT OF 1903 N 82.5 FT LOT 6 BLK 58
Parcel # 24-205-058-0006-00
553 Allen

CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 7 BLK 58
Parcel # 24-205-058-0007-00
558 E Apple

CITY OF MUSKEGON REVISED PLAT 1903 LOT 17 BLK 90
Parcel # 24-205-090-0017-00
640 Catawba

CITY OF MUSKEGON REVISED PLAT OF 1903 W 50 FT OF N 132 FT LOT 2 BLK 50
Parcel # 24-205-050-0002-00
753 Oak

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 14 EXC S 60 FT TH'OF
Parcel # 24-205-014-0012-00
509 Marquette

CITY OF MUSKEGON REVISED PLAT OF 1903 WLY 49.5 FT OF SLY 33 FT LOT 6 BLK 391
Parcel # 24-205-391-0006-20
0 Mason

CITY OF MUSKEGON REVISED PLAT OF 1903 SWLY 33 FT LOT 7 BLK 208
Parcel # 24-205-208-0007-10
0 Myrtle

CITY OF MUSKEGON REVISED PLAT 1903 S 1/2 LOT 5 BLK 81
Parcel # 24-205-081-0005-10
1178 Chestnut

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 EXC N 82.5 FT BLK 434
Parcel # 24-205-434-0007-00
1577 Beidler

CITY OF MUSKEGON REVISED PLAT 1903 LOT 3 BLK 206
Parcel # 24-205-206-0003-00
171 E Walton

CITY OF MUSKEGON REVISED PLAT 1903 E 32 FT LOT 2 BLK 208
Parcel # 24-205-208-0002-10
177 Amity

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 19 BLK 405 & SUBJ TO N 1/2 VAC ALLEY ADJ TH'TO RECOR'D 3711/266
Parcel # 24-205-405-0019-00
237 Washington

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 18 BLK 406
Parcel # 24-205-406-0018-00
314 W Grand

CITY OF MUSKEGON REVISED PLAT OF 1903 S 60 FT LOT 14 BLK 45
Parcel # 24-205-045-0014-00
424 Orchard

CITY OF MUSKEGON REVISED PLAT 1903 LOT 6 BLK 93
Parcel # 24-205-093-0006-00
477 McLaughlin

CITY OF MUSKEGON REVISED PLAT OF 1903 W 30 FT OF LOT 2 BLK 13 AND E 1/2 OF VAC 16.5 FT ALLEY ADJ TH'TO (CITY RES #99-87)
Parcel # 24-205-013-0002-00
479 Marquette

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 EX NLY 62.32 FT TH'OF BLK 15
Parcel # 24-205-015-0007-00
620 Jackson

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 487
Parcel # 24-205-487-0012-00
828 W Southern

CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 1 BLK 486
Parcel # 24-205-486-0001-10
903 W Grand

Legal Descriptions that will be Accepted are as Follows:

CITY OF MUSKEGON REVISED PLAT OF 1903 W 127 FT LOT 2 BLK 262
Parcel # 24-205-262-0002-00
1200 Ambrosia (Dangerous Building to be demolished leaving a buildable lot)

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 BLK 363
Parcel # 24-205-363-0006-00
88 Monroe (Dangerous Building to be demolished leaving a buildable lot)

CITY OF MUSKEGON REVISED PLAT OF 1903 N 41 FT LOT 16 BLK 272
Parcel # 24-205-272-0016-00
1467 Terrace (vacant lot)

CITY OF MUSKEGON SEC 21 T10N R16W S 45 FT OF N 165 FT OF E 76.5 FT OF W 109.5 FT OF SW 1/4 OF SW 1/4 OF SW ¼
Parcel # 24-121-300-0109-00
922 S Getty

CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 7 BLK 111
Parcel # 24-185-111-0007-00
1710 Superior

CITY OF MUSKEGON REVISED PLAT OF 1903 E 38 FT LOT 11 BLK 57
Parcel # 24-205-057-0011-00
512 E Apple

CITY OF MUSKEGON REVISED PLAT OF 1903 E 44 FT OF W 132 FT OF S 132 FT LOT 20 BLK 50
Parcel # 24-205-050-0020-60
762 Amity

CITY OF MUSKEGON EASTGATE ADD LOT 153
Parcel # 24-250-000-0153-00
876 E Isabella

CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 72 FT LOTS 1 & 2 BLK 674
Parcel # 24-205-674-0001-00
2355 Lincoln (vacant buildable lot for CNS)

CITY OF MUSKEGON REVISED PLAT OF 1903 PART LOTS 3-4 & 11 BLK 375 COM ON S LN LOT 11 40 FT E OF SW COR TH E 84 FT TH NLY 26 FT TH NWLY TO A PT 48.5 FT N OF S LN LOT 11 TH W 62.4 FT TH S 48.5 FT TO BEG
Parcel # 24-205-375-0003-20
1392 Park

CITY OF MUSKEGON WELWORTH LOT 117
Parcel # 24-860-000-0117-00
2127 Austin

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 386
Parcel # 24-205-386-0012-00
219 Merrill

CITY OF MUSKEGON REVISED PLAT OF 1903 W 30 FT LOT 9 BLK 389
Parcel # 24-205-389-0009-00
346 Mason

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 94
Parcel # 24-205-094-0003-00
435 McLaughlin

CITY OF MUSKEGON WELWORTH N 12 1/2 FT LOT 94 & ALL LOT 95 & S 10 FT LOT 96
Parcel # 24-860-000-0095-00
2279 Austin (House for CNS)

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 & NLY 66 FT OF ELY 38 FT LOT 7 BLK 155
Parcel # 24-205-155-0009-00
535 Yuba

CITY OF MUSKEGON REVISED PLAT 1903 S 30 FT LOT 8 BLK 198
Parcel # 24-205-198-0008-00
771 Wood

Adopted this 10th day of December, 2013

Ayes:

Nays:

Absent:

By: _____
Stephen Gawron, Mayor

Attest: _____
Ann Marie Cummings, MMC
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 10, 2013.

By: _____
Ann Marie Cummings, MMC
Clerk

Commission Meeting Date: December 10, 2013

Date: December 3, 2013

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Building Procurement Contractor for CNS

SUMMARY OF REQUEST: Award the Procurement Building Contract to Bradfield Home Improvement & Remodeling for the years 2014-2015 to be used by the Community and Neighorhood Services for HOME rental projects.

The CNS office solicited bids through public notices for a variety of trades. Bradfield Home Improvement and Remodeling was the only bid submitted.

FINANCIAL IMPACT: The funding for all projects would be used from the income received from our Rental/Lease Program.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve Bradfield Home Improvement & Remodeling for the Building Contractor Procurement Bid for the Community and Neighborhood Services office.

COMMITTEE RECOMMENDATION: None required.

MEMO

Date: December 3, 2013

To: Honorable Mayor & City Commission

From: Affirmative Action &Risk Management

RE: Health & Wellness Program

SUMMARY OF REQUEST: The City of Muskegon selected a Wellness Package with our Healthcare provider several years ago. They have provided both a comprehensive analysis of our organizations health risk status, and the findings of our detailed investigation into the modifiable health risks that currently drive a significant portion of our health care costs. Upon recommendation of Priority Health we have established several wellness initiatives in attempt to address the most urgent modifiable health risks.

Moving forward we recommend implementation of a reimbursement of 50% of the cost of monthly membership fees to Weight Watchers and/or Fitness Clubs for full time employees, not exceed $25 per employee per month. Employees participating will be reimbursed half the monthly cost for each month the member provides proof of usage of the facility a minimum number of times during the month. The number of gym visits will be established by the Wellness Committee, and approved by the City Manager. The proof of documented gym attendance and Weight Watchers meeting attendance will be submitted to the Risk Management Director.

FINANCIAL IMPACT: This Wellness Initiative, for approximately 218 full-time employees, has the potential to cost $65,000 if every employee participates. Monies have been set-aside in the insurance fund for the city's wellness initiatives. The committee's goal is 25% participation the first year.

BUDGET ACTION REQUIRED: Yes

STAFF RECOMMENDATION: To approve the Wellness Committee recommendation to reimburse 50% of the cost of monthly membership fees to Weight Watchers and Fitness Clubs for full-time employees, not to exceed $25 per employee per month, provided the employee supplies proof of the agreed upon attendance requirements established by the Wellness Committee and City Manager.

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

MEMO

Date: December 3, 2013

To: Honorable Mayor & City Commission

From: Affirmative Action &Risk Management

RE: Health & Wellness Program

The City of Muskegon selected a Wellness Package with our Healthcare provider several years ago. They have provided both a comprehensive analysis of our organizations health risk status, and the findings of our detailed investigation into the modifiable health risks that currently drive a significant portion of our health care costs. Upon recommendation of Priority Health, we have established several wellness initiatives in an attempt to address the most urgent modifiable health risks: BMI, nutrition, and physical activity in orderaffect cholesterol and blood pressure levels and prevent those with pre-chronic disease from progressing to a costly disease state. We have implemented Hold it for the Holidays, Be Active, and pedometer challenges, and buddied up to walk on breaks, promoted the Bike to Work Week, Stair Week, and area health related events. Implementation of a monthly wellness newsletter, and bathroom stall journals provide health related tips for employees to implement into their daily lifestyle.

We began the establishment of fitness rooms in city buildings, and although the attempt was beneficial for the employees who utilize them, maintenance of the equipment has become a concern. Initially beginning with employees eager to donate equipment that had been collecting dust at home, to participation in employee fundraising auctions to provide needed equipment additions.

Moving forward we recommend implementation of a reimbursement of 50% of the cost of monthly membership fees to Weight Watchers and Fitness Clubs for full time employees, not exceed $25 per employee per month. Employees participating will be reimbursed half the monthly cost for each month the member provides proof of usage of the facility a minimum number of times during the month. The number of gym visits will be established by the Wellness Committee, and approved by the City Manager.The proof of documented gym attendance and Weight Watchers meeting attendance will be submitted to the Risk Management Director.

This Wellness Initiative, for approximately 218 full-time employees, has the potential to cost $65,000 if every employee participates. Monies have been set-aside in the insurance fund for the city's wellness initiatives. The committee's goal is 25% participation the first year.

The Wellness Committee recommends approval to reimburse 50% of the cost of monthly membership fees to Weight Watchers and Fitness Clubs for full-time employees, not to exceed $25 per employee per month, provided the employee supplies proof of the agreed upon attendance requirements established by the Wellness Committee and City Manager.

Date: December 3, 2013

To: Honorable Mayor and City Commissioners

From: Finance

RE: 2014 User Fee Update

SUMMARY OF REQUEST: City Departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution that is attached for your consideration.

The new fees and fee changes that are being proposed are highlighted on the attached spreadsheet and include the following;

- Modifications and additions to Farmers Market fees with the opening of the new Market in the spring. The fees have not changed, however some of the names have changed and there are some additional fees for spaces not available at the current market.
- Increase in administrative fee for Code Enforcement violations to encourage compliance.
- Decrease in Rental Registration annual fee to promote compliance. The annual fee will only include one inspection and one re-inspection.
- Cemetery fees have been rounded up/down to make an even dollar amount and to slightly increase the fees which have not been changed since 2004.
- Liquor license fees have changed to fall in line with other municipalities and to reflect reduction in requirements the City must provide to the State.
- Increases in some fees at the Marina that have not changed in many years.
- The storm water cross connection sewer treatment charge is being reviewed by the City Attorney's office so we are not proposing a fee at this time.
- Increase in building permit base fee for projects up to $2,000.

FINANCIAL IMPACT: Increased revenue for fee supported activities.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENATION: None

City of Muskegon

RESOLUTION

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
Nays

_____
CITY OF MUSKEGON

_____Ann Marie Cummings, Clerk

CERTIFICATE

This Resolution was adopted at a meeting of the City Commission of the City of Muskegon, held on December 10, 2013. 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.

Ann Marie Cummings, City Clerk

CITY OF MUSKEGON

Master Fee Resolution - Schedule of Fees

(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
1	ALL	ADMINISTRATIVE OVERHEAD ON SALES TO OUTSIDE PARTIES	TOTAL BALANCE DUE	15.00%	15.00%	15.00%	
2	ALL	COPIES FOR PUBLIC (STANDARD SIZES)	PER COPY	0.25	0.25	0.25	
3	ALL	FAX CHARGE FOR INFORMATION REQUESTS	PER PAGE	0.50	0.50	0.50	
4	ALL	LATE FEE ON CITY RECEIVABLES (EXCEPT TAXES)	PAST DUE BALANCE	1.00%	1.00%	1.00%	PER MO./IMPOSED AFTER 30 DAYS
5	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B)	EACH	1,339.00	1,339.00	1,350.00	
6	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B) NR *	EACH	1,664.00	1,664.00	1,700.00	
7	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F)	EACH	1,533.00	1,533.00	1,600.00	
8	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F) NR *	EACH	1,906.00	1,906.00	2,000.00	
9	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	ONE GRAVE	700.00	700.00	750.00	50% GOES TO PERPETUAL CARE
10	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	TWO GRAVES	1,300.00	1,300.00	1,400.00	50% GOES TO PERPETUAL CARE
11	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	TWO GRAVES	1,599.00	1,599.00	1,650.00	50% GOES TO PERPETUAL CARE
12	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	ONE GRAVE	827.00	827.00	900.00	50% GOES TO PERPETUAL CARE
13	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	ONE GRAVE	700.00	700.00	750.00	50% GOES TO PERPETUAL CARE
14	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	TWO GRAVES	1,300.00	1,300.00	1,400.00	50% GOES TO PERPETUAL CARE
15	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	ONE GRAVE	827.00	827.00	900.00	50% GOES TO PERPETUAL CARE
16	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	TWO GRAVES	1,599.00	1,599.00	1,600.00	50% GOES TO PERPETUAL CARE
17	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	ONE GRAVE	700.00	700.00	750.00	50% GOES TO PERPETUAL CARE
18	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	TWO GRAVES	1,300.00	1,300.00	1,400.00	50% GOES TO PERPETUAL CARE
19	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	TWO GRAVES	1,599.00	1,599.00	1,650.00	50% GOES TO PERPETUAL CARE
20	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	ONE GRAVE	827.00	827.00	900.00	50% GOES TO PERPETUAL CARE
21	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	ONE GRAVE	650.00	650.00	700.00	50% GOES TO PERPETUAL CARE
22	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	TWO GRAVES	1,200.00	1,200.00	1,300.00	50% GOES TO PERPETUAL CARE
23	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	ONE GRAVE	717.00	717.00	750.00	50% GOES TO PERPETUAL CARE

CITY OF MUSKEGON
Master Fee Resolution - Schedule of Fees
(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
24	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	TWO GRAVES	1,423.00	1,423.00	1,450.00	50% GOES TO PERPETUAL CARE
25	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	ONE GRAVE	700.00	700.00	750.00	50% GOES TO PERPETUAL CARE
26	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	TWO GRAVES	1,300.00	1,300.00	1,400.00	50% GOES TO PERPETUAL CARE
27	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	ONE GRAVE	827.00	827.00	850.00	50% GOES TO PERPETUAL CARE
28	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	TWO GRAVES	1,599.00	1,599.00	1,650.00	50% GOES TO PERPETUAL CARE
29	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN)	EACH	289.00	289.00	300.00	
30	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN) NR*	EACH	347.00	347.00	350.00	
31	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES)	EACH	462.00	462.00	500.00	
32	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES) NR *	EACH	578.00	578.00	600.00	
33	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE)	EACH	260.00	260.00	250.00	
34	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE) NR	EACH	318.00	318.00	300.00	
35	CEMETERIES	CEMETERIES OPENING (CREMATION)	EACH	300.00	300.00	300.00	
36	CEMETERIES	CEMETERIES OPENING (CREMATION) NR	EACH	312.00	312.00	300.00	
37	CEMETERIES	CEMETERIES OPENING (CREMATION, GRASS, CHAIRS)	EACH	330.00	330.00	350.00	
38	CEMETERIES	CEMETERIES OPENING (CREMATION, GRASS, CHAIRS) NR	EACH	370.00	370.00	400.00	
39	CEMETERIES	CEMETERIES OPENING (CREMATION, TENT, GRASS, CHAIRS)	EACH	370.00	370.00	400.00	
40	CEMETERIES	CEMETERIES OPENING (CREMATION, TENT, GRASS, CHAIRS) NR	EACH	404.00	404.00	450.00	
41	CEMETERIES	CEMETERIES SECOND CREMAINS (OPEN GRAVESITE)	EACH	58.00	58.00	60.00	FOR ADDITIONAL ASHES
42	CEMETERIES	CEMETERIES OPENING	EACH	500.00	500.00	500.00	
43	CEMETERIES	CEMETERIES OPENING (DEVICE) NR	EACH	607.00	607.00	600.00	
44	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND)	EACH	145.00	145.00	150.00	
45	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND) NR	EACH	173.00	173.00	175.00	
46	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)	EACH	260.00	260.00	250.00	

CITY OF MUSKEGON
Master Fee Resolution - Schedule of Fees
(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
47	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR	EACH	318.00	318.00	300.00	
48	CEMETERIES	CEMETERIES OVERTIME (MON-FRI AFTER 2:30PM)	EACH	200.00	200.00	300.00	
49	CEMETERIES	CEMETERIES OVERTIME (SATURDAYS & HOLIDAYS)	EACH	300.00	300.00	400.00	
50	CEMETERIES	CEMETERIES OVERTIME (SUNDAYS)	EACH	450.00	450.00	500.00	
51	CEMETERIES	CEMETERIES NICHES COLUMBARIUUM	EACH	800.00	800.00	850.00	
52	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR	EACH	850.00	850.00	900.00	
53	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING)	EACH	125.00	125.00	125.00	
54	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING) NR	EACH	175.00	175.00	175.00	
55	CEMETERIES	CEMETERIES HEADSTONE SERVICE	PER SQUARE INCH	0.55	0.55	0.55	MINIMUM $60.00
56	CEMETERIES	CEMETERIES SERVICE (GOVERNMENT MARKERS)	EACH	60.00	60.00	60.00	
57	CEMETERIES	CEMETERIES SERVICE (MAUSOLEUM VASES)	EACH	75.00	75.00	75.00	
58	CEMETERIES	CEMETERIES SERVICE HEADSTONE PRE-PLACEMENT	EACH	25.00	25.00	25.00	
59	CEMETERIES	CEMETERIES SERVICE (SMALL VASES) RESTLAWN	EACH	40.00	40.00	50.00	
60	CEMETERIES	ENTOMBMENT - EVERGREEN MAUSOLEM	EACH	173.00	173.00	175.00	
61	CEMETERIES	ENTOMBMENT NR - EVERGREEN MAUSOLEUM	EACH	231.00	231.00	250.00	
62	CEMETERIES	TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE	EACH	50.00	50.00	50.00	
63	CEMETERIES	CHAPEL FUNERAL SERVICE	EACH	50.00	50.00	75.00	
64	CEMETERIES	FAMILY TREE SEARCH	SINGLE SEARCH	3.00	3.00	5.00	
65	CEMETERIES	FAMILY TREE SEARCH	FIVE SEARCHES	10.00	10.00	15.00	
66	CLERK	ADDRESS LABELS - VOTER REGISTRATION	EACH	0.05	0.05	0.05	
67	CLERK	BUSINESS REGISTRATION	EACH	30.00	30.00	30.00	
68	CLERK	BUSINESS TRANSIENT/PEDDLER	PER DAY	30.00	30.00	30.00	
69	CLERK	BUSINESS AUCTIONEER LICENSE (INDIVIDUAL EVENT)	PER DAY	10.00	10.00	10.00	

CITY OF MUSKEGON
Master Fee Resolution - Schedule of Fees
(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
70	CLERK	BUSINESS AUCTIONEER LICENSE (REGULAR)	PER YEAR	100.00	100.00	100.00	
71	CLERK	AUCTION FEE	PER DAY	30.00	30.00	30.00	
72	CLERK	BUSINESS COMMERCIAL GARBAGE HAULER	PER YEAR	100.00	100.00	0.00	OBSOLETE
73	CLERK	BUSINESS ENTERTAINMENT OCCUPANCY	PER YEAR	125.00	125.00	125.00	
74	CLERK	GAMING LICENSE REQUEST/PERMIT (30 DAYS OR MORE ADVANCE NOTICE)	EACH	75.00	75.00	75.00	
75	CLERK	GAMING LICENSE REQUEST (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	100.00	100.00	100.00	
76	CLERK	CITY HALL CONFERENCE ROOM RENTAL	PER HOUR	25.00	25.00	25.00	CHARGED TO LAW FIRMS AND OTHER FOR PROFIT ORGANIZATIONS WISHING TO USE FACILITIES FOR NON-CITY RELATED BUSINESS
77	CLERK	ENCROACHMENT PERMIT APPLICATION FEE	EACH	100.00	100.00	100.00	
78	CLERK	ENCROACHMENT PERMIT CERTIFICATE FEE	EACH LOCATION	50.00	50.00	50.00	SAME AS RENEWAL FEE
79	CLERK	ENCROACHMENT/RENTAL FEE (BUS BENCHES)	PER BENCH/PERMONTH	5.00	5.00	5.00	
80	CLERK	ENCROACHMENT 1-YEAR RENEWAL	EACH	25.00	25.00	25.00	
81	CLERK	ENCROACHMENT 1-YEAR RENEWAL (INSPECTION REQ'D)	EACH	50.00	50.00	50.00	
82	CLERK	ENCROACHMENT PERMIT TO WORK IN R-O-W	PER UNIT	10.00	10.00	10.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)
83	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (30 OR MORE DAYS ADVANCE NOTICE)	EACH	75.00	75.00	75.00	
84	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	150.00	150.00	150.00	
85	CLERK	LIQUOR LICENSE RENEWAL	EACH	100.00	100.00	100.00	
86	CLERK	LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION	EACH	250.00	250.00	250.00	
87	CLERK	DEVELOPMENT DISTRICT AREA CLASS-C ON-PREMISES LIQUOR LICENSE (FORMERLY DOWNTOWN DEV AUTH LICENSE)	EACH	2,500.00	2,500.00	2,500.00	SAME REVIEW PROCESS AS FOR RENEWAL
88	CLERK	LIQUOR LICENSE NEW CLASS C LICENSE	EACH	2,500.00	2,500.00	0.00	OBSOLETE
89	CLERK	LIQUOR LICENSE NEW SDD OR SDM	EACH	250.00	250.00	0.00	OBSOLETE
89	CLERK	NEW LIQUOR LICENSE	EACH	0.00	0.00	1,000.00	REPLACES FEES ABOVE
90	CLERK	GOING OUT OF BUSINESS SALE	EACH	50.00	50.00	50.00	UP TO ONE MONTH - RENEWABLE

CITY OF MUSKEGON
Master Fee Resolution - Schedule of Fees
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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
91	CLERK	LIQUOR LICENSE (EXPANSION OF EXISTING LICENSE)	EACH	25.00	25.00	25.00	
92	CLERK	ORDINANCE BOOK	EACH	250.00	250.00	250.00	
93	CLERK	ORDINANCE BOOK ON CD-ROM	EACH	250.00	250.00	0.00	OBSOLETE
94	CLERK	ORDINANCE BOOK SUBSCRIPTION SERVICE (BI-ANNUAL UPDATES)	PER YEAR	50.00	50.00	0.00	OBSOLETE
95	CLERK	PASSPORT APPLICATION FEE	EACH	25.00	25.00	25.00	FEDERAL LAW CHANGE
96	CLERK	PASSPORT PHOTO FEE	2 PHOTOS	10.00	10.00	10.00	
97	CLERK	PRECINCT MAPS (SMALL)	EACH	2.00	2.00	2.00	
98	CLERK	PUBLIC NOTARY FEE	EACH	5.00	5.00	5.00	CONSISTENT WITH COUNTY FEE
99	CLERK	TELECOMMUNICATIONS ACT NEW PROVIDER FEE	EACH	500.00	500.00	500.00	PER NEW STATE TELECOMMUNICATIONS ACT
100	CLERK	VOTER INFORMATION - ON DISK	EACH	25.00	25.00	25.00	
101	CLERK	VOTER REGISTRATION - HARDCOPY LIST	PER LISTING	0.01	0.01	0.01	
102	CLERK	VOTER REGISTRATION - MAILING LABELS	PER LABEL	0.05	0.05	0.05	
103	CNS	MORTGAGE REFINANCE FEE	EACH	50.00	50.00	50.00	
104	CNS	REHAB LOAN APPLICATION FEE	EACH	200.00	200.00	200.00	
105	CNS	RENTAL REHAB APPLICATION FEE FEE	PER LOAN	100.00	100.00	100.00	
106	DPW	ADDITIONAL GARBAGE SERVICE (1 TOTER)	PER MONTH	13.00	13.00	13.00	
107	DPW	APPLIANCE STICKER	EACH	25.00	25.00	25.00	
108	DPW	GARBAGE CART REPLACEMENT - DAMAGED BY USER	EACH	55.00	55.00	55.00	
109	DPW	GARBAGE SERVICE - SMALL BUSINESS	PER MONTH	16.00	16.00	16.00	INCLUDES CHURCHES AND NON-PROFITS
110	DPW	GARBAGE SERVICE - UNAUTORIZED USE OF CARTS	PER INCIDENT	30.00	30.00	30.00	
111	DPW	GARBAGE SERVICE - REPLACE LOST/STOLEN CART	EACH	55.00	55.00	55.00	
112	DPW	GARBAGE SERVICE - NEW SERVICE STARTUP	EACH	55.00	55.00	55.00	
113	DPW	GARBAGE SERVICE - MIXED REFUSE STICKER	EACH	2.00	2.00	2.00	BUY 6 FOR $10.00 - UNIT PRICE $1.67

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
114	DPW	FEE FOR SPECIAL COLLECTION OF ILLIEGAL MATERIALS	EACH	50.00	50.00	50.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)
115	DPW	FEE FOR BULK YARD WASTE DROP OFF (DURING REGULAR HOURS) - BY APPOINTMENT ONLY	EACH	25.00	25.00	25.00	
117	DPW	REPLACE EMPLOYEE ID/ACCESS TKC CARD	PER LOST CARD	50.00	50.00	50.00	NO CHARGE FOR FIRST REPLACEMENT
118	DPW	STORM SEWER CONNECTION FEE	EACH	800.00	800.00	800.00	STUB FEE
119	DPW	TREE REPLACEMENT PLANTING FEE	EACH	200.00	200.00	200.00	
120	DPW	TREE REMOVAL FEE (12" AND UNDER DIAMETER)	EACH	200.00	200.00	200.00	TREE MEASURED AT 4' ABOVE GRADE
121	DPW	TREE REMOVAL FEE (12" - 18" DIAMETER)	EACH	345.00	345.00	345.00	TREE MEASURED AT 4' ABOVE GRADE
122	DPW	TREE REMOVAL FEE (18" - 24" DIAMETER)	EACH	650.00	650.00	650.00	TREE MEASURED AT 4' ABOVE GRADE
123	DPW	TREE REMOVAL FEE (24" - 30" DIAMETER)	EACH	750.00	750.00	750.00	TREE MEASURED AT 4' ABOVE GRADE
124	DPW	TREE REMOVAL FEE (30" - 36" DIAMETER)	EACH	1,000.00	1,000.00	1,000.00	TREE MEASURED AT 4' ABOVE GRADE
125	DPW	TREE REMOVAL FEE (36" - 42" DIAMETER)	EACH	1,700.00	1,700.00	1,700.00	TREE MEASURED AT 4' ABOVE GRADE
126	DPW	TREE REMOVAL FEE (42" AND OVER DIAMETER)	EACH	1,900.00	1,900.00	1,900.00	TREE MEASURED AT 4' ABOVE GRADE
127	DPW	HANG AND/OR REMOVE BANNER	EACH REQUEST	450.00	450.00	450.00	EACH ADDITIONAL BANNER: $50.00
128	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER DAY	125.00	125.00	125.00	
129	DPW (PARKS)	EXCLUSIVE USE OF PERE MARQUETTE LARGE OVAL FOR SPECIAL EVENTS	PER DAY	125.00	125.00	125.00	
130	DPW (PARKS)	FOR SPECIAL EVENTS IN ADDITIONAL TO SPECIAL EVENT APPLICLATION	PER DAY	125.00	125.00	125.00	
131	DPW (PARKS)	CLEANING DEPOST FOR EXCLUSIVE USE OF HACKLEY, PERE MARQUETTE OR MARGARET DRAKE ELLIOTT PARKS	EACH	50.00	50.00	50.00	
132	DPW (PARKS)	MC GRAFT PARK BUILDING USE	11:00AM - 4:00PM	100.00	100.00	100.00	
133	DPW (PARKS)	MC GRAFT PARK BUILDING USE	5:00PM - 10:00PM	100.00	100.00	100.00	
134	DPW (PARKS)	MC GRAFT PARK BUILDING USE (RESV. MADE BETWEEN 4/15 - 9/30)	EACH	25.00	25.00	25.00	
135	DPW (PARKS)	MC GRAFT PARK BUILDING USE	PER ADDITIONAL HOUR	25.00	25.00	25.00	
136	DPW (PARKS)	MC GRAFT PARK BUILDING USE (CLEANING/SECURITY DEPOSIT)	EACH	50.00	50.00	50.00	
137	DPW (PARKS)	MC GRAFT PARK MUSIC BOWL	HOUR	45.00	45.00	45.00	

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
138	DPW (PARKS)	PARKS (LIGHT COSTS SPORT FIELDS & COURTS)	EACH	40.00	40.00	40.00	
139	DPW (PARKS)	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
140	DPW (PARKS)	PARKS (USE OF GARBAGE CANS)	EACH	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
141	DPW (PARKS)	PARKS (PLASTIC BAGS FOR GARBAGE CANS)	PER CASE	30.00	30.00	30.00	REFLECTS COST INCREASE; REFUND FOR UNOPENED CASES
142	DPW (PARKS)	SPORTS FIELD & COURT RENTAL (EXLUDES SETUP SERVICES)	2 HOUR RENTAL	25.00	25.00	25.00	
143	DPW (PARKS)	CHANNEL SHELTER RENTAL	EACH	50.00	50.00	50.00	
144	DPW (PARKS)	PICNIC SHELTER RENTAL (MADE BEFORE 4/15 OR AFTER 9/30)	EACH SESSION	100.00	100.00	100.00	
145	DPW (PARKS)	PICNIC SHELTER RENTAL (MADE BETWEEN 4/15 AND 9/30)	EACH SESSION	125.00	125.00	125.00	
146	DPW (PARKS)	PICNIC SHELTER RENTAL RESERVATION CHANGE	EACH	15.00	15.00	15.00	
147	DPW (PARKS)	CLEANING DEPOSIT FOR RENTALS	EACH	50.00	0.00	0.00	REFUNDED IF CLEANUP AND OTHER RULES ADHERED TO
148	DPW (PARKS)	CLEANING FEE FOR RENTALS	EACH	0.00	75.00	75.00	NOT CHARGED IF FACILITY LEFT CLEAN
149	DPW (PARKS)	PICNIC SHELTER RENTAL (KRUSE #4 - 200 PERSON SHELTER)	RESIDENT	125.00	125.00	125.00	
150	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	EACH	50.00	50.00	50.00	
151	DPW (PARKS)	WEDDING RESERVATIONS IN/ON CITY PARKS/BEACHES	EACH	125.00	125.00	125.00	
152	DPW (PARKS)	KEY DEPOSIT (RESTROOM)	EACH	25.00	25.00	25.00	
153	DPW (PARKS)	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
154	DPW (PARKS)	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
155	DPW (PARKS)	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
156	DPW (PARKS)	CITY SERVICES (LABOR PARKS OR DPW STAFF)	PER HOUR	60.00	60.00	60.00	
157	ENGINEERING	CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)	EACH	8.00	8.00	8.00	
158	ENGINEERING	CHARGE FOR BID DOCUMENTS (STANDARD)	EACH	40.00	40.00	40.00	
159	ENGINEERING	CHARGE FOR BID DOCUMENTS (NON-STANDARD)	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
160	ENGINEERING	STORM WATER MANAGEMENT BILLING FEE	PER BILL	5.00	5.00	5.00	
161	ENGINEERING	STORM WATER MANAGEMENT HOOKUP FEE FOR SYSTEM AVAILABILITY	EACH	175.00	175.00	175.00	5,000 GALLON PER DAY MAXIMUM
162	ENGINEERING	STORM WATER MANAGEMENT PERMIT APPLICATION FEE	EACH	500.00	500.00	500.00	
163	ENGINEERING	STORM WATER MANAGEMENT SYSTEM USE FEE	PER 1,000 GALLONS	0.20	0.20	0.20	
164	ENGINEERING	PROPERTY OWNER WORKING IN R-O-W FEE	EACH UNIT	20.00	20.00	20.00	SIDEWALK/DRIVE APPROACHES, LANDSCAPING
167	ENGINEERING	UTILITY ANNUAL PERMIT FEE	EACH	1,750.00	1,750.00	1,750.00	
168	ENGINEERING	UTILITY CUT PERMIT APPLICATION FEE/CONTRACT	UNIT	50.00	50.00	50.00	
169	ENGINEERING	UTILITY CUT PERMIT FEE	UNIT	20.00	20.00	20.00	
170	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT <4 YEARSOLD)	SQUARE YARD	100.00	100.00	100.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE
171	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT 4-9 YEARSOLD)	SQUARE YARD	75.00	75.00	75.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE
172	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT >10 YEARSOLD)	SQUARE YARD	50.00	50.00	50.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE
173	ENGINEERING	UTILITY CUT (PROJECT DURATION)	WEEK	27.50	27.50	27.50	
174	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LOCAL	20.00	0.00	0.00	SERVICE NOW FREE VIA EMAIL
175	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LONG DISTANCE	75.00	0.00	0.00	SERVICE NOW FREE VIA EMAIL
176	SAFEBUILT - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE	FIRST VIOLATION	30.00	30.00	50.00	PLUS HOURLY COST FOR WORK PERFORMED.
177	SAFEBUILT - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	5.00	5.00	10.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT $50 (E.G. 2ND VIOLATION = $60; 3RD = $70, ETC
178	SAFEBUILT - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS	FIRST VIOLATION	70.00	70.00	90.00	PLUS HOURLY COST FOR WORK PERFORMED.
179	SAFEBUILT - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	10.00	10.00	15.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT $90 (E.G. 2ND VIOLATION = $105; 3RD = $120, ETC
180	SAFEBUILT - CODE ENFORCEMENT	LATE FEE ON INVOICES OVER 45 DAYS	EACH INVOICE			5.00	
181	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	0.00	0.00	0.00	VACANT LESS THAN ONE YEAR
182	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	500.00	500.00	500.00	VACANT 1 YEAR BUT LESS THAN 2 YEARS
183	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	1,000.00	1,000.00	1,000.00	VACANT 2 YEARS BUT LESS THAN 3 YEARS
184	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	2,000.00	2,000.00	2,000.00	VACANT 3 YEARS BUT LESS THAN 5 YEARS

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
185	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	3,500.00	3,500.00	3,500.00	VACANT 5 YEARS BUT LESS THAN 10 YEARS
186	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	5,000.00	5,000.00	5,000.00	VACANT 10 YEARS
187	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	500.00	500.00	1,000.00	EACH YEAR VACANT BEYOND 10 YEARS
188	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (31-60 DAYS LATE)	OCCURRENCE	0.00	25.00	25.00	NON-REFUNDABLE FEE
189	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (61-90 DAYS LATE)	OCCURRENCE	0.00	35.00	35.00	NON-REFUNDABLE FEE
190	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION - FORMAL APPEAL FEE	OCCURRENCE	50.00	50.00	50.00	NON-REFUNDABLE FEE
191	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	SINGLE UNIT	35.00	35.00	25.00	INCLUDES ONE INSPECTION AND ONE RE-INSPECTION EVERY 4 YEARS FOR COMPLIANCE
192	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	DUPLEX	40.00	40.00	30.00	INCLUDES ONE INSPECTION AND ONE RE-INSPECTION EVERY 4 YEARS FOR COMPLIANCE
193	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - BASE)	3 UNITS	50.00	50.00	40.00	INCLUDES ONE INSPECTION AND ONE RE-INSPECTION EVERY 4 YEARS FOR COMPLIANCE
194	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - PER PARCEL OVER 3)	PER UNIT OVER 3	5.00	5.00	5.00	INCLUDES ONE INSPECTION AND ONE RE-INSPECTION EVERY 4 YEARS FOR COMPLIANCE
195	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION (INSPECTION NO-SHOW)		0.00	0.00	0.00	
196	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW FIRST TIME OR LATE CANCELLATION)	PER UNIT	50.00	50.00	60.00	
197	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE	OCCURRENCE			50.00	FEE ASSESSED WHEN A 3RD CANCELLATION IS RECEIVED BY CUSTOMER OR AGENT
198	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE (STARTING WITH 4TH CANCELLATION)	OCCURRENCE			10.00	ADDED TOBASE CANCELLATION FEE; EACH CANCELLATION INSTANCE WILL CAUSE FEE TO INCREASE BY AN ADDITIONAL $10.00
199	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW EACH ADDT'L TIME OR LATE CANCELLATION)	PER UNIT	10.00	10.00	15.00	ADDED TO BASE NO SHOW FEE; EACH NO SHOW INSTANCE WILL CAUSE INSPECTION FEE TO INCREASE BY AN ADDITIONAL $15..00
200	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION NON-COMPLIANCE FEE (2ND REINSPECTION)	PER UNIT	40.00	40.00	35.00	FEE TO BE ASSESSED TO PROPERTIES NOT BROUGHT INTO COMPLIANCE AFTER THE FIRST REINSPECTION
201	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION NON-COMPLIANCE FEE (STARTING WITH 3RD COMPLIANCE REINSPECTION)	PER UNIT	10.00	10.00	10.00	ADDED TO BASE NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL $10.00
202	SAFEBUILT - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (1ST EXTERIOR ONLY REINSPECTION)	PER UNIT	25.00	25.00	30.00	FEE ASSESSED TO PROPERTIES IN COMPLIANCE INTERIOR REQUIREMENTS BUT NOT IN COMPLIANCE WITH EXTERIOR REQUIREMENTS BY FIRST REINSPECTION
203	SAFEBUILT - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (STARTING WITH 2ND EXTERIOR ONLY REINSPECTION)	PER UNIT	5.00	5.00	10.00	ADDED TO BASE EXTERIOR NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE EXTERIOR NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL $10.00
204	SAFEBUILT - RENTAL	LATE FEE FOR NON-PAYMENT OF RENTAL REGISTRATION ANNUAL FEE	EACH PROPERTY VIOLATION	100.00	100.00	100.00	FEE CHARGED AFTER 90 DAYS

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205	SAFEBUILT - RENTAL	HOUSING-WARRANT INSPECTION FEE	EACH	150.00	150.00	150.00	
206	ENV SERVICES	BOARD UP'S	PER UNIT			40.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP
207	ENV SERVICES	ADMINISTRATIVE OVERHEAD ON DEMOLITIONS	PER UNIT			10.0%	10% BASED ON THE CONTRACTORS PRICE TO DEMOLISH
208	FARMERS' MARKET	TIER 1 - REGULAR	DAILY			20.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
209	FARMERS' MARKET	TIER 2 - REGULAR	DAILY			20.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
210	FARMERS' MARKET	TIER 1 - CORNER	DAILY			20.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
211	FARMERS' MARKET	ELBOW - TIER 1	DAILY			20.00	NEW FEE FOR NEW LOCATION AT MARKET
212	FARMERS' MARKET	ELBOW - TIER 2	DAILY			20.00	NEW FEE FOR NEW LOCATION AT MARKET
213	FARMERS' MARKET	TIER 1 - CORNER	0-2 MONTHS	313.00	313.00	313.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
214	FARMERS' MARKET	TIER 1 - REGULAR	0-2 MONTHS	288.00	288.00	288.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
215	FARMERS' MARKET	TIER 2 - REGULAR	0-2 MONTHS	163.00	163.00	163.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
216	FARMERS' MARKET	ELBOWS - TIER 1	0-2 MONTHS	0.00	0.00	375.00	NEW FEE FOR NEW LOCATION AT MARKET
217	FARMERS' MARKET	ELBOWS - TIER 2	0-2 MONTHS	0.00	0.00	500.00	NEW FEE FOR NEW LOCATION AT MARKET
218	FARMERS' MARKET	TIER 1 - CORNER	5 MONTHS	376.50	376.50	376.50	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
219	FARMERS' MARKET	TIER 1 - REGULAR	5 MONTHS	347.50	347.50	347.50	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
220	FARMERS' MARKET	TIER 2 - REGULAR	5 MONTHS	204.50	204.50	204.50	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
221	FARMERS' MARKET	ELBOWS - TIER 1	5 MONTHS	0.00	0.00	425.00	NEW FEE FOR NEW LOCATION AT MARKET
222	FARMERS' MARKET	ELBOWS - TIER 2	5 MONTHS	0.00	0.00	600.00	NEW FEE FOR NEW LOCATION AT MARKET
223	FARMERS' MARKET	TIER 1 - CORNER	7 MONTHS	404.00	404.00	404.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
224	FARMERS' MARKET	TIER 1 - REGULAR	7 MONTHS	374.00	374.00	374.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
225	FARMERS' MARKET	TIER 2 - REGULAR	7 MONTHS	224.00	224.00	224.00	NO CHANGE TO FEE REVISED NAME FOR NEW MARKET
226	FARMERS' MARKET	ELBOWS - TIER 1	7 MONTHS	0.00	0.00	500.00	NEW FEE FOR NEW LOCATION AT MARKET
227	FARMERS' MARKET	ELBOWS - TIER 2	7 MONTHS	0.00	0.00	750.00	NEW FEE FOR NEW LOCATION AT MARKET

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
228	FARMERS' MARKET	WINTER MARKET	DAILY	0.00	0.00	20.00	NEW FEE FOR EXTENDED HOURS AT NEW MARKET
229	FARMERS' MARKET	WINTER MARKET	5 MONTHS	0.00	0.00	400.00	NEW FEE FOR EXTENDED HOURS AT NEW MARKET
230	FINANCE	REPLACEMENT OF LOST PAYROLL CHECK	EACH OCCURRENCE	25.00	25.00	25.00	
231	FINANCE	COPIES OF CITY BUDGET OR CAFR (FOIA REQUESTS)	EACH	25.00	25.00	25.00	
232	FIRE	FIRE REPORT COPY (MAJOR FIRE)	EACH	15.00	15.00	15.00	
233	FIRE	FIRE REPORT COPY (REGULAR)	EACH	5.00	5.00	5.00	
234	FIRE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00	15.00	
235	FIRE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00	10.00	
236	FIRE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00	5.00	
237	FIRE	INSURANCE ADMINISTRATION ESCROW	EACH INCIDENT	15.00	15.00	15.00	PLUS RELATED COURT COSTS
238	FIRE	FIRE INSPECTION ADDITIONAL VISIT	EACH INCIDENT	75.00	75.00	75.00	
239	FIRE	ARSON FIRE RESTITUTION FEE	PER HR ON CALL	720.00	720.00	720.00	PLUS RELATED COURT COSTS
240	FIRE	FALSE ALARM FEE	PER HR ON CALL	720.00	720.00	720.00	AFTER 3RD FALSE ALARM IN ONE YEAR
241	FIRE	WILLFUL NEGLIGENCE FIRE FEE	PER HR ON CALL	720.00	720.00	720.00	
242	FIRE	CONFINED SPACE RESCUE FEE	PER HR ON CALL	720.00	720.00	720.00	
243	FIRE	ICE RESCUE CALL	PER HR ON CALL	110.00	110.00	110.00	
244	FIRE	DOWNED POWER LINE	PER HR	185.00	185.00	185.00	AFTER FIRST HOUR
245	FIRE	SPECIAL USE PERMITS (PER UFC)	EACH PER YEAR	100.00	100.00	100.00	
246	FIRE	STRUCTURE FIRE RESPONSE	EACH	500.00	500.00	500.00	CHARGED TO HOMEOWNER'S INSURANCE COMPANY
247	FIRE	PI ACCIDENT RESPONSE	EACH	500.00	500.00	500.00	CHARGED TO AT FAULT DRIVER'S AUTO INSURANCE COMPANY
248	FLEA MARKET	DEALERS SPACE - CORNER COVERED SPACE	DAILY	9.00	9.00	9.00	FEE INCREASE TO SUPPORT EBT BRIDGE CARD PROGRAM
249	FLEA MARKET	DEALERS SPACE - 10 x 15 COVERED SPACE	DAILY	8.00	8.00	8.00	FEE INCREASE TO SUPPORT EBT BRIDGE CARD PROGRAM
250	FLEA MARKET	DEALERS SPACE - 10 x 30 ASHPHALT SPACE	DAILY	7.00	7.00	7.00	FEE INCREASE TO SUPPORT EBT BRIDGE CARD PROGRAM

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
251	FLEA MARKET	DEALERS SPACE - 10 x 40 FIELD SPACE	DAILY	6.00	6.00	6.00	FEE INCREASE TO SUPPORT EBT BRIDGE CARD PROGRAM
252	INCOME TAX	DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE	EACH	15.00	15.00	15.00	PLUS RELATED PENALTIES & INTEREST
253	SAFEBUILT - BUILDING	BUILDING CONTRACTOR REGISTRATION FEE	EACH	15.00	15.00	15.00	
254	SAFEBUILT - BUILDING	BUILDING DEMOLITION PERMIT (COMMERCIAL)	EACH	25% of Value; Min $60.00	25% of Value; Min $60.00	25% of Value; Min $60.00	
255	SAFEBUILT - BUILDING	BUILDING DEMOLITION PERMIT (GARAGE)	EACH	35.00	35.00	35.00	
256	SAFEBUILT - BUILDING	BUILDING DEMOLITION PERMIT (RESIDENTIAL)	EACH	60.00	60.00	60.00	
257	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($1-$1,000 VALUE)	EACH	35.00	35.00	50.00	
258	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($1,001-$2,000 VALUE)	BASE	35.00	35.00	50.00	
259	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($1,000-$2,000 VALUE)	EACH ADDITIONAL $100	3.05	3.05	3.05	
260	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($2,001-$25,000 VALUE)	BASE	80.75	80.75	80.75	
261	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($2,001-$25,000 VALUE)	EACH ADDITIONAL $1,000	14.00	14.00	14.00	
262	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($25,001-$50,000 VALUE)	BASE	403.25	403.25	403.25	
263	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($25,001-$50,000 VALUE)	EACH ADDITIONAL $1,000	10.10	10.10	10.10	
264	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($50,001-$100,000 VALUE)	BASE	655.25	655.25	655.25	
265	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($50,001-$100,000 VALUE)	EACH ADDITIONAL $1,000	7.00	7.00	7.00	
266	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($100,001-$500,000 VALUE)	BASE	1,005.25	1,005.25	1,005.25	
267	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($100,001-$500,000 VALUE)	EACH ADDITIONAL $1,000	5.60	5.60	5.60	
268	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($500,001-$1,000,000 VALUE)	BASE	3,245.25	3,245.25	3,245.25	
269	SAFEBUILT - BUILDING	BUILDING PERMIT FEES ($500,001-$1,000,000 VALUE)	EACH ADDITIONAL $1,000	4.75	4.75	4.75	
270	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (OVER $1,000,000 VALUE)	BASE	5,608.75	5,608.75	5,608.75	
271	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (OVER $1,000,000 VALUE)	EACH ADDITIONAL $1,000	3.65	3.65	3.65	
272	SAFEBUILT - BUILDING	BUILDING PERMIT (INSPECTION-SPECIAL. REINSPECTION, ETC.)	PER HOUR	60.00	60.00	60.00	MINIMUM 2 HOURS
273	SAFEBUILT - BUILDING	BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE)	EACH	50.00%	50.00%	50.00%	OF REGULAR BUILDING PERMIT FEE

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274	SAFEBUILT - BUILDING	BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)	PERMIT FEE	65.00%	65.00%	65.00%	OF APPLICABLE PERMIT FEE
275	SAFEBUILT - BUILDING	CONSTRUCTION BOARD OF APPEALS APPLICATION FEE	EACH	100.00	100.00	100.00	
276	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (BASE PERMIT)	BASE	45.00	45.00	45.00	
277	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)	EACH	9.00	9.00	9.00	
278	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (CIRCUITS)	EACH	6.00	6.00	6.00	
279	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (DISHWASHER)	EACH	9.00	9.00	9.00	
280	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)	EACH	45.00	45.00	45.00	
281	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)	EACH 50'	9.00	9.00	9.00	
282	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)	EACH	75.00	75.00	75.00	
283	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)	EACH	150.00	150.00	150.00	
284	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)	EACH DEVICE	8.00	8.00	8.00	
285	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FURNACE-UNIT HEATER)	EACH	9.00	9.00	9.00	
286	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)	PER HOUR	45.00	45.00	45.00	MINIMUM 1 HOUR
287	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00	45.00	
288	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)	HOUR	60.00	60.00	60.00	MINIMUM 1 HOUR
289	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	HOUR	50.00	50.00	50.00	MINIMUM 1 HOUR
290	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (KVA OR HP UP TO 20)	EACH	9.00	9.00	9.00	
291	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (KVA & HP 21 TO 50)	EACH	15.00	15.00	15.00	
292	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (KVA & HP 50 AND OVER)	EACH	18.00	18.00	18.00	
293	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)	EACH	10.00	10.00	10.00	
294	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)	EACH	45.00	45.00	45.00	
295	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (MOBILE HOME SITE)	EACH	9.00	9.00	9.00	
296	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)	EACH	10.00	10.00	10.00	

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
297	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)	EACH	8.00	8.00	8.00	
298	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)	EACH	15.00	15.00	15.00	
299	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)	EACH	20.00	20.00	20.00	
300	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)	EACH	23.00	23.00	23.00	
301	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)	EACH	30.00	30.00	30.00	
302	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/GFI ONLY)	EACH	50.00	50.00	50.00	
303	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SIGNS LETTER)	EACH	15.00	15.00	15.00	
304	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SIGNS NEON)	EACH 25'	2.00	2.00	2.00	
305	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SIGNS UNIT)	EACH	10.00	10.00	10.00	
306	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)	EACH	45.00	45.00	45.00	
307	SAFEBUILT - BUILDING	ELECTRICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
308	SAFEBUILT - BUILDING	FIRE ALARM PLAN REVIEW FEE		25.00%	25.00%	25.00%	OF PERMIT FEE FOR ANY SYSTEM OVER 10 DEVICES
309	SAFEBUILT - BUILDING	GARAGE MOVING FEE	EACH	200.00	200.00	200.00	
310	SAFEBUILT - BUILDING	BUILDING MOVING FEE (EXCEPT GARAGE)	EACH	500.00	500.00	500.00	
311	SAFEBUILT - BUILDING	LIQUOR LICENSE INSPECTION FEE	EACH	75.00	75.00	75.00	
312	SAFEBUILT - BUILDING	LIQUOR LICENSE RE-INSPECTION FEE	EACH	45.00	45.00	45.00	
313	SAFEBUILT - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)	EACH	20.00	20.00	20.00	
314	SAFEBUILT - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)	EACH	60.00	60.00	60.00	
315	SAFEBUILT - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)	EACH	5.00	5.00	5.00	
316	SAFEBUILT - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)	EACH	20.00	20.00	20.00	
317	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-CHILLER)	EACH	30.00	30.00	30.00	
318	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)	EACH	30.00	30.00	30.00	
319	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)	EACH	30.00	30.00	30.00	

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
320	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)	EACH	30.00	30.00	30.00	
321	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)	EACH	30.00	30.00	30.00	
322	SAFEBUILT - BUILDING	MECHANICAL PERMIT (BASE PERMIT)	EACH	45.00	45.00	45.00	
323	SAFEBUILT - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)	PER FOOT	0.10	0.10	0.10	$25.00 MINIMUM FEE
324	SAFEBUILT - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)	PER FOOT	0.10	0.10	0.10	$25.00 MINIMUM FEE
325	SAFEBUILT - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)	EACH	150.00	150.00	150.00	
326	SAFEBUILT - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)	PER HEAD	0.75	0.75	0.75	$20.00 MINIMUM FEE
327	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)	EACH	10.00	10.00	10.00	
328	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)	EACH	10.00	10.00	10.00	
329	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-BOILERS)	EACH	30.00	30.00	30.00	
330	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)	EACH	25.00	25.00	25.00	
331	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)	EACH	8.00	8.00	8.00	
332	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)	EACH	20.00	20.00	20.00	
333	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)	EACH	45.00	45.00	45.00	
334	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)	EACH	5.00	5.00	5.00	
335	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)	EACH	30.00	30.00	30.00	
336	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)	EACH	30.00	30.00	30.00	
337	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00	30.00	
338	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00	30.00	
339	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)	EACH	30.00	30.00	30.00	
340	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)	EACH	50.00	50.00	50.00	
341	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)	EACH	20.00	20.00	20.00	
342	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)	EACH	30.00	30.00	30.00	

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
343	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-WATER HEATER)	EACH	10.00	10.00	10.00	
344	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HUMIDIFIERS)	EACH	10.00	10.00	10.00	
345	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-ADDITIONAL)	EACH	45.00	45.00	45.00	
346	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00	45.00	
347	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-HOURLY RATE)	EACH	60.00	60.00	60.00	
348	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	EACH	50.00	50.00	50.00	
349	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-TURN ON GAS)	EACH	45.00	45.00	45.00	
350	SAFEBUILT - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)	EACH	5.00	5.00	5.00	
351	SAFEBUILT - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS)	PER OUTLET	1.00	1.00	1.00	
352	SAFEBUILT - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS)	EACH	2.00	2.00	2.00	
353	SAFEBUILT - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)	PER OUTLET	0.50	0.50	0.50	
354	SAFEBUILT - BUILDING	MECHANICAL PERMIT (ROOFTOP HVAC UNIT)	EACH	60.00	60.00	60.00	
355	SAFEBUILT - BUILDING	MECHANICAL PERMIT (TANKS-ABOVEGROUND)	EACH	20.00	20.00	20.00	
356	SAFEBUILT - BUILDING	MECHANICAL PERMIT (TANKS-UNDERGROUND)	EACH	25.00	25.00	25.00	
357	SAFEBUILT - BUILDING	MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)	EACH	15.00	15.00	15.00	
358	SAFEBUILT - BUILDING	MECHANICAL PERMIT (UNIT VENTILATORS)	EACH	10.00	10.00	10.00	
359	SAFEBUILT - BUILDING	MECHANICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
360	SAFEBUILT - BUILDING	PLUMBING PERMIT (BASE PERMIT)	EACH	45.00	45.00	45.00	
361	SAFEBUILT - BUILDING	PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)	EACH	9.00	9.00	9.00	
362	SAFEBUILT - BUILDING	PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)	EACH	9.00	9.00	9.00	
363	SAFEBUILT - BUILDING	PLUMBING PERMIT (INSPECTION ADDITIONAL)	EACH	45.00	45.00	45.00	
364	SAFEBUILT - BUILDING	PLUMBING PERMIT (INSPECTION FINAL)	EACH	45.00	45.00	45.00	
365	SAFEBUILT - BUILDING	PLUMBING PERMIT (INSPECTION HOURLY FEE)	EACH	60.00	60.00	60.00	MINIMUM TWO HOURS

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	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
366	SAFEBUILT - BUILDING	PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)	EACH	50.00	50.00	50.00	
367	SAFEBUILT - BUILDING	PLUMBING PERMIT (MANHOLES-CATCHBASINS)	EACH	10.00	10.00	10.00	
368	SAFEBUILT - BUILDING	PLUMBING PERMIT (MEDICAL GAS INSTALLATION)	PER OUTLET	8.00	8.00	8.00	
369	SAFEBUILT - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER 1/4" TO 2")	EACH	10.00	10.00	10.00	
370	SAFEBUILT - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER OVER 2")	EACH	20.00	20.00	20.00	
371	SAFEBUILT - BUILDING	PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)	EACH	10.00	10.00	10.00	
372	SAFEBUILT - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 6")	EACH	25.00	25.00	25.00	
373	SAFEBUILT - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 6")	EACH	10.00	10.00	10.00	
374	SAFEBUILT - BUILDING	PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)	EACH	6.00	6.00	6.00	
375	SAFEBUILT - BUILDING	PLUMBING PERMIT (SUB-SOIL DRAINS)	EACH	9.00	9.00	9.00	
376	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/2")	EACH	30.00	30.00	30.00	
377	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/4")	EACH	23.00	23.00	23.00	
378	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1")	EACH	15.00	15.00	15.00	
379	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--2")	EACH	38.00	38.00	38.00	
380	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--3/4")	EACH	8.00	8.00	8.00	
381	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--OVER 2")	EACH	45.00	45.00	45.00	
382	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER SERVICE 2" TO 6")	EACH	25.00	25.00	25.00	
383	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER SERVICE LESS THAN 2")	EACH	10.00	10.00	10.00	
384	SAFEBUILT - BUILDING	PLUMBING PERMIT (WATER SERVICE OVER 6")	EACH	50.00	50.00	50.00	
385	SAFEBUILT - BUILDING	PLUMBING PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
386	SAFEBUILT - BUILDING	PLUMBING PERMIT (GREASE TRAP INSPECTION)	EACH	45.00	45.00	45.00	
387	SAFEBUILT - BUILDING	PROPERTY MAINTENANCE CODE APPEAL APPLICATION FEE	EACH	100.00	100.00	100.00	
388	SAFEBUILT - BUILDING	ROOFING PERMIT (RE-ROOF OVER OLD ROOF/1LAYERS MAX)	$100 PER SQUARE	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES			

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389	SAFEBUILT - BUILDING	ROOFING PERMIT (STRIP THEN RE-ROOF)	$200 PER SQUARE	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES			
390	SAFEBUILT - BUILDING	ROOFING PERMIT (STRIP, RE-SHEET, THEN RE-ROOF)	$250 PER SQUARE	APPLICABLE BLDG PERMIT FEE BASED ON VALUE OF SQUARES			
391	SAFEBUILT - BUILDING	Telecommunications Outlets	1 - 10 Outlets	50.00	50.00	50.00	
392	SAFEBUILT - BUILDING	Telecommunications Outlets	11 - 20 Outlets	100.00	100.00	100.00	
393	SAFEBUILT - BUILDING	Telecommunications Outlets	Over 20 Outlets - Per Outlet	2.00	2.00	2.00	
394	MARINA	20 FOOT SLIP	EACH	0.00	0.00	0.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
395	MARINA	30 FOOT SLIP	EACH	2,005.00	1,740.00	1,740.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
396	MARINA	40 FOOT SLIP	EACH	3,050.00	2,400.00	2,400.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
397	MARINA	60 FOOT SLIP	EACH	5,355.00	3,900.00	3,050.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
398	MARINA	MULTIPLE SLIP RENTAL	RENT ADDITIONAL SLIP	0.00	0.00	0.00	ADDITIONAL 5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
399	MARINA	HARD ACCESS (SLIPS 37-46, 69) UNDER 27' ONLY	EACH	1,317.00	1,317.00	1,400.00	
400	MARINA	CLASS A MOORING	EACH	491.00	491.00	550.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
401	MARINA	CLASS B MOORING	EACH	417.00	417.00	450.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
402	MARINA	DAILY LAUNCH RAMP	EACH	10.00	10.00	10.00	
403	MARINA	SEASONAL LAUNCH RAMP STICKER	RESIDENT	40.00	40.00	40.00	
404	MARINA	SEASONAL LAUNCH RAMP STICKER	NON-RESIDENT	55.00	55.00	55.00	
405	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	RESIDENT	25.00	25.00	25.00	
406	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	NON-RESIDENT	40.00	40.00	40.00	
407	MARINA	END OF SEASON LAUNCH RAMP PERMIT	EACH	25.00	25.00	25.00	SOLD AFTER SEPTEMBER 15
408	MARINA	COMMERCIAL LAUNCH RAMP PERMIT	EACH	250.00	250.00	250.00	
409	MARINA	SMALL BOAT BASIN	EACH	834.00	834.00	900.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
410	MARINA	DRY STORAGE (RESIDENTS - CATAMARAN)	EACH	134.00	161.00	200.00	

CITY OF MUSKEGON
Master Fee Resolution - Schedule of Fees
(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
411	MARINA	DRY STORAGE (NON-RESIDENTS - CATAMARAN)	EACH	199.00	239.00	300.00	
412	MARINA	CANOE & KAYAK STORAGE	PER SIX MONTHS	75.00	75.00	75.00	DRY STORAGE BASED ON VEHICLE LENGTH
413	MARINA	DRY STORAGE	PER LINEAL FOOT	14.50	14.50	14.50	DRY STORAGE BASED ON VEHICLE LENGTH
414	MARINA	TRAILER STORAGE	EACH	60.00	60.00	60.00	
415	MARINA	PERSONAL WATERCRAFT STORAGE	EACH	65.00	65.00	65.00	DOCKAGE FEE FOR JET SKI
416	MARINA	END OF SEASON LATE REMOVAL FEE	PER DAY MINIMUM	24.00	24.00	24.00	MINIMUM - FEE CHARGED BASED ON TRANSIENT VESSEL RATES (VESSEL LENGTH)
417	PLANNING	PRECINCT MAPS (LARGE)	EACH	30.00	30.00	30.00	
418	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	130.00	130.00	130.00	HARD COPY
419	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	35.00	35.00	35.00	HARD COPY
420	PLANNING	DOWNTOWN PLAN COPY	EACH	30.00	30.00	30.00	HARD COPY
421	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	15.00	15.00	15.00	PROVIDED ON CD
422	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	15.00	15.00	15.00	PROVIDED ON CD
423	PLANNING	DOWNTOWN PLAN COPY	EACH	15.00	15.00	15.00	PROVIDED ON CD
424	PLANNING	OBSOLETE PROPERTY REHAB FILING & MONITORING FEE	EACH	1,000.00	1,000.00	1,000.00	2% OF ABATED TAXES (WHICHEVER IS LESS) - $400.00 MINIMUM
425	PLANNING	NEZ APPLICATION FEE	EACH	25.00	25.00	25.00	
426	PLANNING	IFT/CFT APPLICATION FEE	EACH	1,722.00	1,722.00	1,722.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM $400)
427	PLANNING	PERSONAL PROPERTY ABATEMENT FEE	EACH	1,722.00	1,722.00	1,722.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM $400)
428	PLANNING	COMMERCIAL REHAB FILING/MONITORING FEE	EACH	1,000.00	1,000.00	1,000.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM $400)
429	PLANNING	GROUNDWATER ORDINANCE APPLICATION FEE	EACH	750.00	750.00	750.00	
430	PLANNING	BROWNFIELD DEVELOPMENT APPLICATION FEE	EACH	2,500.00	2,500.00	2,500.00	IF TAX CAPTURE FEE BASED ON ACTUAL COSTS
431	PLANNING	LEISURE SERVICES MASTER PLAN	EACH	30.00	30.00	30.00	HARD COPY
432	PLANNING	LEISURE SERVICES MASTER PLAN	EACH	15.00	15.00	15.00	CD
433	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (EACH ADDITIONAL PAGE)	EACH	0.25	0.25	0.25	

CITY OF MUSKEGON

Master Fee Resolution - Schedule of Fees

(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
434	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (FIRST PAGE)	EACH	5.50	5.50	5.50	
435	POLICE	BIKE REGISTRATION (CHANGE OWNERSHIP)	EACH	2.00	2.00	2.00	
436	POLICE	BIKE REGISTRATION (DUPLICATE)	EACH	1.00	1.00	1.00	
437	POLICE	BIKE REGISTRATION (ENGRAVING)	EACH	0.00	0.00	0.00	NO CHARGE
438	POLICE	BIKE REGISTRATION (NEW)	EACH	2.00	2.00	2.00	
439	POLICE	CITATION COPY	EACH	5.50	5.50	5.50	
440	POLICE	FALSE ALARM FEE (4TH IN YEAR)	EACH	30.00	30.00	30.00	
441	POLICE	FALSE ALARM FEE (5TH IN YEAR)	EACH	60.00	60.00	60.00	
442	POLICE	FALSE ALARM FEE (6TH OR MORE IN YEAR)	EACH	75.00	75.00	75.00	
443	POLICE	LIQUOR - SPECIAL LICENSE (45 DAYS PRIOR TO EVENT)	EACH	250.00	250.00	250.00	
444	POLICE	LIQUOR - SPECIAL LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	350.00	350.00	350.00	
445	POLICE	LIQUOR - SPECIAL LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	
446	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (45 DAYS PRIOR TO EVENT)	EACH	50.00	50.00	50.00	
447	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	75.00	75.00	75.00	
448	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	
449	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (45 DAYS PRIOR TO EVENT)	EACH	50.00	50.00	50.00	
450	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	75.00	75.00	75.00	
451	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	
452	POLICE	OUIL COST RECOVERY FEE	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	
453	POLICE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00	15.00	
454	POLICE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00	10.00	
455	POLICE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00	5.00	
456	POLICE	VIN INSPECTION	EACH	30.00	30.00	30.00	

CITY OF MUSKEGON

Master Fee Resolution - Schedule of Fees

(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
457	POLICE	VEHICLE IMPOUND FEE (PRIVATE)	EACH	50.00	50.00	50.00	
458	POLICE	VEHICLE IMPOUND FEE (COURT-ORDERED)	EVERY 30 DAYS	50.00	50.00	50.00	
459	SPECIAL EVENTS	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
460	SPECIAL EVENTS	PARKS (PLASTIC BAGS FOR GARBAGE CANS)	PER CASE	30.00	30.00	30.00	REFLECTS COST INCREASE; REFUND FOR UNOPENED CASES
461	SPECIAL EVENTS	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
462	SPECIAL EVENTS	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
463	SPECIAL EVENTS	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
464	SPECIAL EVENTS	FILM & MUSIC EVENTS ADMINISTRATION FEE	EACH	50.00	50.00	50.00	
465	SPECIAL EVENTS	SPEICAL EVENTS HYDRANT USAGE	PER HYDRANT	0.00	0.00	100.00	THIS RATE INCLUDES INSTALLATION/REMOVAL AND TESTING
466	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	100.00	100.00	100.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
467	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED 45-59 DAYS PRIOR TO DATE OF EVENT	EACH	250.00	250.00	250.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
468	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED 30-44 DAYS PRIOR TO DATE OF EVENT	EACH	400.00	400.00	400.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
469	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	50.00	50.00	50.00	
470	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED 45-59 DAYS PRIOR TO DATE OF EVENT	EACH	200.00	200.00	200.00	
471	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED 30-44DAYS PRIOR TO DATE OF EVENT	EACH	300.00	300.00	300.00	
472	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED LESS THAN 30 DAYS PRIOR TO DATE OF EVENT	EACH	500.00	500.00	500.00	
473	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - STRAIGHT TIME)	PER HOUR	40.00	40.00	40.00	
474	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - 1.5 OVERTIME)	PER HOUR	60.00	60.00	60.00	
475	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - TRIPLE OVERTIME)	PER HOUR	120.00	120.00	120.00	

CITY OF MUSKEGON

Master Fee Resolution - Schedule of Fees

(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
476	TREASURER	DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT)	EACH	3.00	3.00	3.00	
477	TREASURER	PROPERTY TAX PROJECTION/ESTIMATE LETTER	EACH	20.00	20.00	20.00	
478	TREASURER	NSF CHECK/NSF ACH HANDLING CHARGE	EACH	30.00	30.00	30.00	
479	TREASURER	TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD)	EACH	5.00	5.00	5.00	
480	TREASURER	TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD)	EACH	12.00	12.00	12.00	
481	TREASURER	TRANSACTION SERVICE FEE (PAYMENTS MADE AT WINDOWW/O BILL)	EACH	2.00	2.00	2.00	
482	TREASURER	TRANSACTION ADMINISTRATIVE FEE (CREDIT CARD PAYMENTS BY PHONE)	EACH	5.00	5.00	5.00	
483	TREASURER	PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION)	EACH	5.00	5.00	5.00	
484	TREASURER	PROPERTY TAX ROLL ON CD-ROM OR ELECTRONIC FILE	EACH	100.00	100.00	125.00	
485	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (PERFORMED BY CITY STAFF)	EACH	35.00	35.00	35.00	PAYMENT IN ADVANCE W/CREDIT CARD REQUIRED
486	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (SELF-HELP INTERNET LOOKUP)	EACH	20.00	20.00	20.00	
487	TREASURER	PENALTY ASSESSMENT ON DELINQUENT TAXES	EACH	3.0%	3.0%	3.0%	
488	TREASURER	PROPERTY TAX ADMINISTRATION FEE (PTAF)	EACH	1.0%	1.0%	1.0%	
489	TREASURER	LANDLORD'S AFFIDAVIT FILING	EACH	300.00	300.00	300.00	
490	WATER FILTRATION	WATER TEST SAMPLE	PER SAMPLE	70.00	70.00	70.00	COVERS STAFF TIME AND LAB WORK
491	WATER-SEWER	DELINQUENT PAYMENT PENALTY	PAST DUE BALANCE	10.00%	10.00%	10.00%	
492	WATER-SEWER	DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)	PAST DUE BALANCE	GREATER OF 20% OR $25.00	GREATER OF 20% OR $25.00	GREATER OF 20% OR $25.00	
493	WATER-SEWER	HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE	EACH	50.00	50.00	50.00	$200.00 REFUNDABLE DEPOSIT ALSO REQUIRED
494	WATER-SEWER	SALE OF SCRAP HYDRANTS	EACH	35.00	35.00	35.00	
495	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER)	EACH	800.00	800.00	800.00	
496	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (WATER)	EACH	800.00	800.00	800.00	
497	WATER-SEWER	METER REPLACEMENT AT OWNER'S REQUEST	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	
498	WATER-SEWER	METER RESET AT OWNER'S REQUEST	EACH	35.00	35.00	35.00	

CITY OF MUSKEGON

Master Fee Resolution - Schedule of Fees

(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
499	WATER-SEWER	METER TEST	EACH	35.00	35.00	35.00	
500	WATER-SEWER	MISSED METER APPOINTMENT	EACH	25.00	25.00	25.00	
501	WATER-SEWER	TEMPORARY (MINIMUM 30 DAY) SERVICE	EACH	25.00	25.00	25.00	
502	WATER-SEWER	TURN ON CHARGE (AFTER HOURS)	EACH	35.00	35.00	35.00	
503	WATER-SEWER	TURN ON CHARGE (REGULAR HOURS)	EACH	25.00	25.00	25.00	
504	WATER-SEWER	TURN ON CHARGE (SEASONAL USE)	EACH	12.50	12.50	12.50	
505	WATER-SEWER	TURN ON CHARGE (MISSED APPOINTMENT - SAME DAY TURN ON)	EACH	40.00	40.00	40.00	
506	WATER-SEWER	UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)	EACH	200.00	200.00	200.00	
507	WATER-SEWER	UNAUTHORIZED WATER USE (ADDITIONAL CHARGE FOR CONT'D USE)	PER DAY	20.00	20.00	20.00	
508	WATER-SEWER	BACKFLOW PREVENTER DEVICE REGISTRATION/AUDIT FEE	ANNUAL FEE-EACH DEVICE	10.00	10.00	10.00	
509	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	800.00	800.00	800.00	
510	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1"	EACH	2,000.00	2,000.00	2,000.00	
511	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,000.00	4,000.00	4,000.00	
512	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 2"	EACH	6,800.00	6,800.00	6,800.00	
513	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00	12,800.00	
514	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00	20,000.00	
515	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00	40,000.00	
516	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	TBD	TBD	TBD	BASED ON CALCULATED CAPACITY
517	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 2"	EACH	0.00	0.00	0.00	TIME & MATERIALS BASIS
518	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 4"	EACH	6,800.00	6,800.00	6,800.00	
519	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 6"	EACH	12,800.00	12,800.00	12,800.00	
520	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 8"	EACH	20,000.00	20,000.00	20,000.00	
521	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 12"	EACH	40,000.00	40,000.00	40,000.00	

CITY OF MUSKEGON
Master Fee Resolution - Schedule of Fees
(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
522	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	800.00	800.00	800.00	
523	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1"	EACH	2,000.00	2,000.00	2,000.00	
524	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,000.00	4,000.00	4,000.00	
525	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 2"	EACH	6,800.00	6,800.00	6,800.00	
526	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00	12,800.00	
527	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00	20,000.00	
528	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00	40,000.00	
529	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	TBD	TBD	TBD	BASED ON CALCULATED CAPACITY
530	WATER-SEWER	STORM WATER CROSS CONNECTION SEWER TREATMENT CHARGE	PER DAY	6.05	7.69	0.00	***THIS FEE IS BEING REVIEWED BY THE CITY ATTORNEY'S OFFICE AND WILL BE UPDATE ONCE WE HAVE A RESPONSE
531	WATER-SEWER	LARGE WATERMAIN TAPS	EACH	0.00	200.00	200.00	PLUS TIME &MATERIALS
532	WATER-SEWER	RESIDENTIAL FLAT RATE SEWER CHARGE	MONTH	0.00	28.70	28.70	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER
533	WATER-SEWER	COMMERCIAL FLAT RATE SEWER CHARGE	MONTH	0.00	36.15	36.15	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER
534	ZONING	SPECIAL MEETING FEE (PLANNING, ZBA)	PER REQUEST	400.00	400.00	400.00	
535	ZONING	FENCE PERMIT FEE	EACH	30.00	30.00	30.00	
536	ZONING	LOT SPLIT REVIEW	EACH	30.00	30.00	30.00	
537	ZONING	ZONING, GIS MAPS (UP TO 17" x 24")	EACH	15.00	15.00	15.00	
538	ZONING	ZONING, GIS MAPS (17" x 24" TO 34" x 44")	EACH	25.00	25.00	25.00	
539	ZONING	PLANNED UNIT DEVELOPMENT (PUD)	EACH	500.00	0.00	0.00	
540	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - PRELIMINARY	EACH	0.00	300.00	300.00	
541	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - FINAL	EACH	0.00	300.00	300.00	
542	ZONING	SIDEWALK BENCH ENCROACHMENT	PER BENCH PER MONTH	5.00	5.00	5.00	
543	ZONING	SITE PLAN REVIEW FEE - MINOR	EACH	100.00	100.00	100.00	

CITY OF MUSKEGON

Master Fee Resolution - Schedule of Fees

(Effective 1/1/2014)

	DEPT	DESCRIPTION	UNIT	2012 FEE	2013 FEE	PROPOSED 2014 FEE	DEPARTMENT COMMENTS
544	ZONING	SITE PLAN REVIEW FEE - MAJOR	EACH	200.00	200.00	200.00	
545	ZONING	SPECIAL USE PERMIT	EACH	300.00	300.00	300.00	
546	ZONING	STREET VACATION	EACH	300.00	400.00	400.00	
547	ZONING	ZONING COMPLIANCE LETTER	EACH	30.00	30.00	30.00	
548	ZONING	ZONE CHANGE	EACH	300.00	400.00	400.00	
549	ZONING	ZONING BOARD OF APPEALS APPLICATION	EACH	300.00	300.00	300.00	COMMERCIAL/INDUSTRIAL ONLY
550	ZONING	ZONING BOARD OF APPEALS APPLICATION	EACH	150.00	150.00	150.00	RESIDENTIAL ONLY
551	ZONING	ZONING ORDINANCE COPY	EACH	25.00	25.00	25.00	
552	ZONING	ZONING ORDINANCE COPY W/ MAP	EACH	45.00	45.00	45.00	

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: December 9, 2013

RE: 2014 Salary Schedule and Fringe Benefits for Non-Represented Employees

SUMMARY OF REQUEST:
To approve and adopt the proposed salary ranges and salary schedules for the non-represented administrative, technical, professional, and supervisory employees for 2014 (2.0% increase).

FINANCIAL IMPACT:
The salary increases will cost approximately $40,500 annually plus approximately $8,500 annually in added fringe benefit costs.

BUDGET ACTION REQUIRED:
To authorize the necessary 2014 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:
To approve and adopt the proposed salary ranges, salary schedules, and fringe benefit changes for non-represented employees for 2014.

COMMITTEE RECOMMENDATION:
None.

CITY OF MUSKEGON
2012 - 2014 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED-TERM EMPLOYEES

JOB TITLE	*GRADE 1*	*GRADE 2*	*GRADE 3*	*GRADE 4*	*GRADE 5*	*GRADE 6*	*GRADE 7*
STEP 1	7.40	7.50	7.75	8.00	8.25	8.50	8.75
PARKING RAMP ATTENDANT							
RECREATION AIDE							
STEP 2	7.65	7.90	8.15	8.40	8.65	8.90	9.15
BUILDING FACILITY CARETAKER							
STEP 3	8.00	8.50	9.00	9.50	10.00		
INTERN, EXCLUDING PARK INTERN	***Note: these are suggested intern rates; actual figures are grant and/or budget-dependent***						
STEP 4	8.25	8.50	8.75	9.00	9.25	9.50	10.00
GYMNASIUM SUPERVISOR							
MARINA AIDE							
PARK RANGER							
PLAYGROUND LEADER							
PROGRAM LEADER							
STEP 5							
ASSISTANT PARK RANGER CAPTAIN	9.25	9.65	10.05	10.45	11.05	11.55	12.25
ASSISTANT PLAYGROUND SUPERVISOR							
FACILITY SUPERVISOR I							
LIFEGUARD							
SCHOOL CROSSING GUARD							
SENIOR TRANSIT DRIVER							
STEP 6	9.80	10.55	11.30	12.05	12.80	13.55	14.30
FACILITY SUPERVISOR II							
LIFEGUARD CAPTAIN							
PARK RANGER CAPTAIN							
PLAYGROUND SUPERVISOR							
SOFTBALL SUPERVISOR							
ASSISTANT HARBOR MASTER							
STEP 7	10.40	11.15	11.90	12.65	13.40	14.15	14.90
AQUATICS DIRECTOR							
PARK INTERN							
STEP 7 A	11.00	11.75	12.50	13.25	14.00	14.75	15.50
FARMER'S MARKET MASTER							
HARBOR MASTER							

STEP 8	
BOARD OF CANVASSERS	$65.00 per day
BOARD OF REVIEW	$75.00 per day
RECEIVING BOARD	$50.00 per day
ELECTION WORKERS (INSPECTORS)	$8.50 per hour
ELECTION WORKER CHAIRPERSON	$11.00 per hour
ELECTION WORKER CO-CHAIRPERSON	$10.00 per hour

SALARY RANGES
JANUARY 1, 2014

ADMINISTRATIVE/TECHNICAL/PROFESSIONAL/SUPERVISORY
FULL TIME NON-REPRESENTED EMPLOYEES

2 % increase	MINIMUM SALARY	MAXIMUM SALARY
RANGE I - A Public Safety Director Public Works Director Finance Director (vacant)	$79,250	$105,666
RANGE I - B Community/Economic Development Director Acting Assistant Fire Chief City Engineer/Deputy Director of Public Works (vacant)	$72,624	$96,835
RANGE II - A	$67,069	$89,425
RANGE II - B City Treasurer Income Tax Administrator/Deputy Treasurer Information Systems Director	$64,253	$85,591
RANGE III - A Civil Service/Personnel Director (vacant) Deputy Director of Public Safety - Fire Services (vacant) Water Filtration Plant Supervisor	$61,439	$81,752
RANGE III - B Assistant Finance Director City Clerk Community & Neighborhood Services Director	$57,118	$76,157
RANGE IV	$52,924	$70,563
RANGE V Affirmative Action/Risk Management Director	$50,654	$67,542
RANGE VI	$47,474	$63,297

Superintendent of Public Utilities		
Superintendent of Public Works		
RANGE VII - A	$43,938	$58,588
Database Administrator		
Equipment Supervisor		
Highway Supervisor		
Network Technician		
Parks Supervisor		
Planner III/Zoning Administrator		
Public Utilities Supervisor		
Water/Sewer Supervisor		
Special Operations Supervisor (vacant)		
Cemetery/Forestry Supervisor (vacant)		
Recreation/Marina Supervisor (vacant)		
RANGE VII - B	$41,235	$54,985
RANGE VIII	$38,902	$51,873
Administrative Services Supervisor - DPW		
Code Coordinator		
Deputy City Clerk		
Income Tax Auditor		
Police Community Coordinator		
Police Records Supervisor		
Management Assistant - Finance		
Resource Recovery Coordinator (vacant)		
Planner II (vacant)		
RANGE IX	$34,280	$45,706
Secretary to City Manager		
Planner I (vacant)		
Building Maintenance Supervisor (vacant)		
RANGE X	$31,790	$42,390
Administrative Secretary - Administration		
Administrative Secretary - Planning		
Administrative Secretary - Public Safety		
Finance Clerk - Community/Neighborhood Services		
City Hall Building Maintenance Worker		
Finance Clerk - Finance (vacant)		
Administrative Secretary - Civil Service (vacant)		
RANGE XI	$28,949	$38,601

2014 NONUNION SALARY SCHEDULE
11 STEPS
2% INCREASE

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-A	79,250	81,892	84,534	87,174	89,816	92,548	95,088	97,741	100,328	103,024	105,666
RANGE I-B	72,624	75,046	77,466	79,889	82,308	84,730	87,150	89,573	91,992	94,414	96,835
RANGE II-A	67,069	69,305	71,540	73,775	76,011	78,247	80,484	82,719	84,954	87,190	89,425
RANGE II-B	64,253	66,387	68,520	70,654	72,787	74,921	77,055	79,188	81,323	83,456	85,591
RANGE III-A	61,439	63,470	65,501	67,533	69,565	71,595	73,628	75,659	77,689	79,722	81,752
RANGE III-B	57,118	59,022	60,926	62,831	64,734	66,638	68,542	70,445	72,350	74,254	76,157
RANGE IV	52,924	54,688	56,451	58,216	59,980	61,742	63,508	65,271	67,034	68,799	70,563
RANGE V	50,654	52,343	54,032	55,720	57,410	59,098	60,787	62,477	64,165	65,854	67,542
RANGE VI	47,474	49,056	50,638	52,220	53,802	55,384	56,966	58,549	60,133	61,715	63,297
RANGE VII-A	43,938	45,403	46,869	48,333	49,798	51,263	52,728	54,192	55,659	57,124	58,588
RANGE VII-B	41,235	42,610	43,985	45,360	46,735	48,111	49,485	50,860	52,234	53,611	54,985
RANGE VIII	38,902	40,199	41,496	42,794	44,091	45,387	46,683	47,982	49,278	50,576	51,873
RANGE IX	34,280	35,422	36,564	37,708	38,850	39,993	41,135	42,278	43,421	44,564	45,706
RANGE X	31,790	32,851	33,910	34,971	36,031	37,090	38,150	39,210	40,270	41,331	42,390
RANGE XI	28,949	29,913	30,880	31,844	32,809	33,775	34,739	35,704	36,670	37,635	38,601

Commission Meeting Date: December 10, 2013

Date: **December 3, 2013**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department**

RE: **Agreements with Harris Hospitality for Pere Marquette Park**

SUMMARY OF REQUEST: Harris Hospitality has modified their plans for the development of the commercial property at Pere Marquette Park. They plan to start with the current footprint of the restaurant building and after that is constructed and in operation, seek financing for the additional uses (banquet facility, etc.) Therefore, the Agreement documents have been modified for City Commission approval.

FINANCIAL IMPACT: $6,000 annual lease payments during initial term.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request and authorize the Mayor and Clerk to execute the documents, subject to City staff approval of each and every exhibit.

COMMITTEE RECOMMENDATION: None.

DEVELOPMENT AGREEMENT

This Development Agreement is made as of _____ ____, 2013, between the CITY OF MUSKEGON, a Michigan municipal corporation (the "City"), and 1601 Beach, LLC, a Michigan limited liability company, whose business address is 950 W. Norton, Muskegon, Michigan 49440 ("Harris").

RECITALS

A. City owns property commonly referred to as Pere Marquette Beach and the Ovals, which is located between Beach Street and the edge of Lake Michigan and depicted in the aerial map attached as **Exhibit A.**

B. City's interest in the property located at Pere Marquette Beach and the Ovals is subject to a number of restrictions, including being prohibited from selling the property.

C. Harris is interested in leasing the existing building ("Leased Building") to be used as a restaurant.

D. Harris' plan is to demolish and re-build or renovate the existing building on the leased property.

E. Harris desires an Option Right of First Refusal concerning adjacent property, which City is willing to grant subject to conditions.

TERMS AND CONDITIONS

Therefore, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. HARRIS OBLIGATIONS PRIOR TO EXECUTION OF THE PROPOSED LEASE.

1.1 Survey.

Upon execution of this Development Agreement, Harris shall order and pay for a survey. The survey shall include the property subject to the Lease attached as Exhibit B and the property subject to the Right of First Refusal attached as Exhibit C.

1.2 Financing Improvements on Leased Property.

Harris agrees to provide the City the accepted bid to construct the improvements at the existing building. Harris shall provide to the City Manager, under a promise of confidentiality if possible, a commitment letter from a financial institution or other verifiable proof of financial ability to make the improvements. The acceptability of proof of financial ability is solely within the purview of the City Manager.

1.3 Planning Commission Approval.

Harris shall submit to City an application for a site plan and special use permit for the proposed restaurant, if necessary in City's sole discretion, for review by the City of Muskegon Planning Commission and pay such fee as is required. The special use permit and site plan review shall be limited to the proposed improvements for the new restaurant.

1.4 State Approval.

City and Harris acknowledge that the property subject to the proposed Lease and the property subject to a proposed Option is located between an area which may be a protected critical dune and the shores of Lake Michigan. The parties acknowledge that there may be State of Michigan regulations, including but not limited to Rules and Regulations administered by the Department of Natural Resources and Department of Environmental Quality. Harris shall obtain written confirmation from appropriate State Agencies that any development will be permitted by the State of Michigan and provide such written confirmation to the City prior to commencing construction of that development.

1.5 Liquor License.

Harris shall acquire one or more Class C liquor licenses, or other liquor license(s), necessary to serve beer, wine, and alcoholic beverages on site. The liquor license(s) must be applicable to the restaurant. In addition to the Class C liquor licenses, Harris may obtain an SDM liquor license.

1.6. Tax Abatement.

Harris may, but is not obligated to, seek a tax abatement. If a tax abatement is sought, City shall process the request in its normal course of business, including payment of any fees, but is not obligated to grant any tax abatement.

1.7 Environmental Testing.

Harris shall have the right to complete whatever inspections it deems necessary to determine if the property is polluted or contaminated.

2. CITY OBLIGATIONS PRIOR TO EXECUTION OF THE PROPOSED LEASE.

2.1 Title Insurance.

City shall order and pay for a Title Insurance Commitment, back to the point that the City took title and any other covenants, restrictions and provisions, including for the property subject to the proposed Lease and the property subject to the proposed Right of First Refusal. City's obligation to order the Commitment is subject to Harris providing the legal description of the property.

2.2 Zoning Classification.

City warrants that the property subject to the proposed Lease and the proposed Right of First Refusal is zoned OSR Open Space Recreation District. Permitted Uses, either by right or Special Land Use Permit, are those specified in the City of Muskegon Zoning Ordinance, as amended from time to time. City warrants that it shall not alter the Zoning classification or modify the Principal Uses Permitted or Special Land Uses Permitted after execution of this Development Agreement and prior to the execution of the proposed Lease.

2.3 Property Ownership.

City represents and Harris acknowledges that the property subject to the proposed Lease and the proposed Option have been designated as a "Charter Park", which may not be sold, transferred, mortgage or conveyed by the City except with the approval of a majority of the electors voting at an election held in the City.

2.4 Access to Property.

Harris shall be provided exclusive access to the leased building. Harris acknowledges that others presently have access to and use the property subject to the Option. Harris, in its exercise of reviewing the proposed land and undertaking its necessary due diligence, shall minimize the disruption of others use. Harris, or its agents, shall take no action which could result in injury to other users of the property.

3. GROUND LEASE.

3.1 Upon satisfaction of Harris' obligations in Paragraph 1, Harris and City desire to enter into a multi-year Ground Lease, a copy of which is attached as Exhibit B.

4. OPTION AGREEMENT

4.1 Possible Future Development.

Harris and City acknowledge that the development of the restaurant may spur a desire by private entities to develop the area surrounding the area to be leased by Harris pursuant to Exhibit C. City is willing to commit to lease an area for a banquet hall and amenities for the restaurant to Harris upon terms and conditions agreeable to both parties. Beyond that, City is unwilling to commit at this point to lease any additional property to Harris or any other party for development. City is willing to provide limited assurances that Harris may be able to expand its development under the terms and conditions set forth in a separate Option Agreement.

5. ENVIRONMENTAL COMPLIANCE AND OBLIGATIONS.

5.1 Compliance with Environmental Regulations. Harris shall fully comply with all statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the environmental condition of the Property and/or with respect to any activities or operations that Harris may conduct upon the Property (hereinafter referred to as "Environmental Requirements"). Harris shall not cause, permit or suffer the existence or commission by Harris, its agents, employees, contractors or invitees, or by any other person of any violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof.

5.2 Hazardous Material; Environmental Liens. Harris shall not cause, permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Harris, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of City.

5.3 Obligation to Remediate. Harris shall, upon demand of City, and at its sole cost and expense, promptly take all actions to remediate the environmental condition of the Property which may be required by any federal, state or local governmental agency or political subdivision which remediation is necessitated from, or attributable to, (i) the presence upon, about, or beneath the Property of any "hazardous material" or "hazardous substances" or (ii) any violation of Environmental Requirements, if such presence or violation is caused by the activities or operations conducted by Harris upon the Property. Harris agrees to allow entry upon the Property by City, or agents, contractors or employees of City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Harris's presence and/or activities or operations upon or with respect to the Property upon the environmental condition thereof. In the event that HARRIS performs any such environmental audit and/or test on its own

behalf, it shall promptly provide to City full and complete copies of any results and/or reports that are generated in connection with the above activities.

6. TERMINATION OR EXTENSION OF THIS DEVELOPMENT AGREEMENT.

City and Harris agree that if Paragraph 1 is not satisfied and the proposed Lease is not executed by January 1, 2014, the parties shall review the status of the contingencies set forth in Paragraph 1 to determine if Harris has been diligently working toward satisfying those contingencies. The parties acknowledge one or more of the contingencies require approval by governmental bodies that Harris has no control over. If Harris is in good faith working toward satisfaction of the contingencies, the termination date of this Development Agreement shall be extended until such time as all governmental agencies have issued its respective opinions on the issues being presented by Harris. If Harris is not diligently working toward satisfaction of the contingencies, this Development Agreement shall become null and void, along with the proposed Option Agreement.

7. INTERPRETATION.

This is the entire agreement, including attachments, between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. This Agreement shall be interpreted and construed in accordance with Michigan law and the parties agree to jurisdiction and venue within the courts for the County of Muskegon.

8. BINDING.

This Agreement and the rights and obligations under this Agreement are not assignable and not transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties. Harris and City have negotiated together to reach the terms of this Development Agreement, have participated in the drafting of this Agreement, acknowledge that this product is a joint effort of both parties.

9. WAIVER.

One or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

10. NOTICE.

Any notice provided for herein or given pursuant to this Agreement, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by personal delivery to the parties as follows:

To City:

CITY OF MUSKEGON
933 Terrace, P.O. Box 536
Muskegon, MI 49443-0536
Attn: City Manager

To Harris:

1601 BEACH, LLC
950 W. Norton
Muskegon, MI 49441

11. COUNTERPARTS.

This Agreemeut may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

WHEREFORE, this Agreement has been executed as of the date first written above.

CITY OF MUSKEGON

By:_____
Stephen Gawrou, Mayor

Attest:

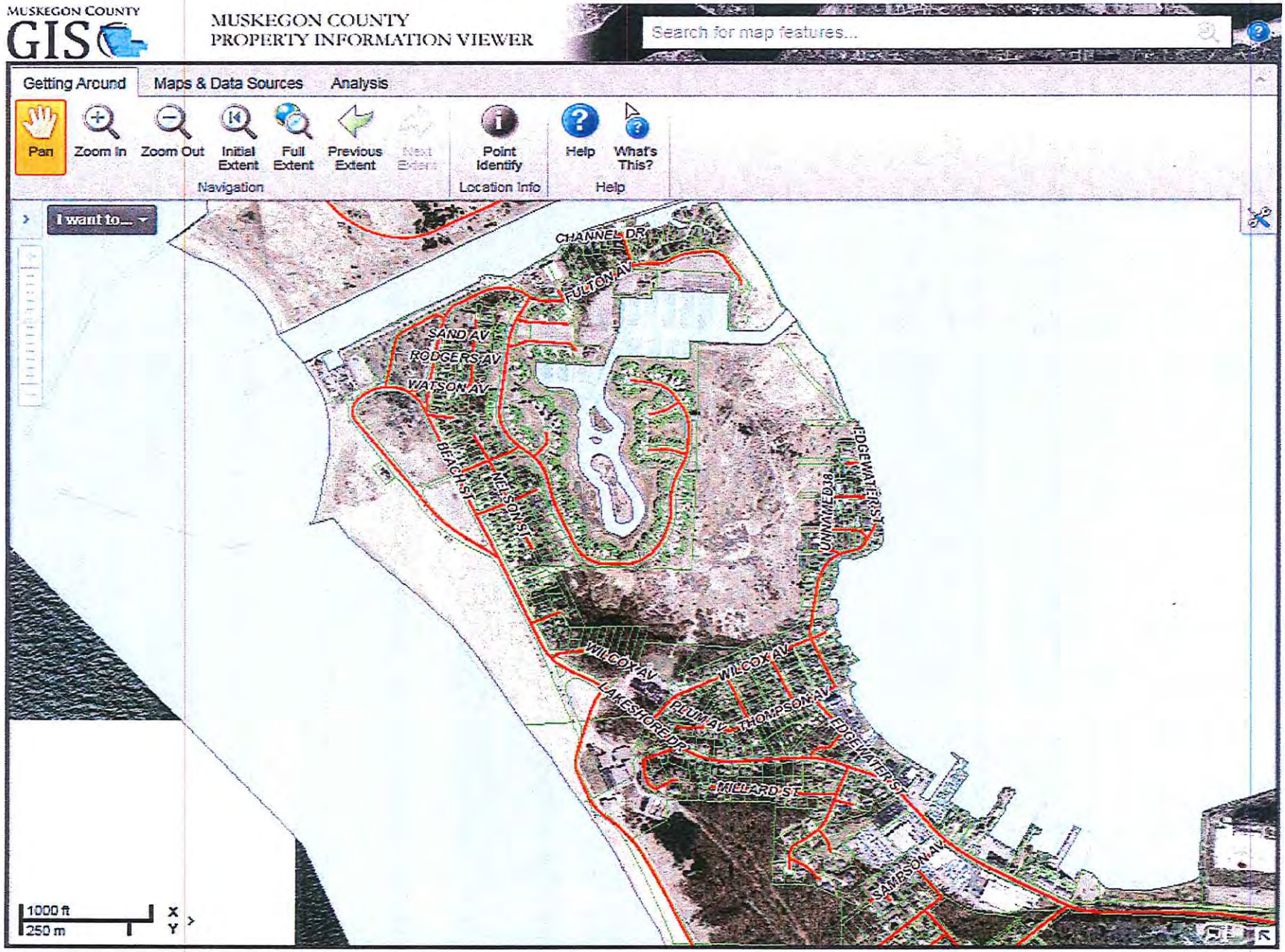
_____
Ann Marie Cummings, City Clerk

1601 Beach, LLC

By:_____
_____, Its _____

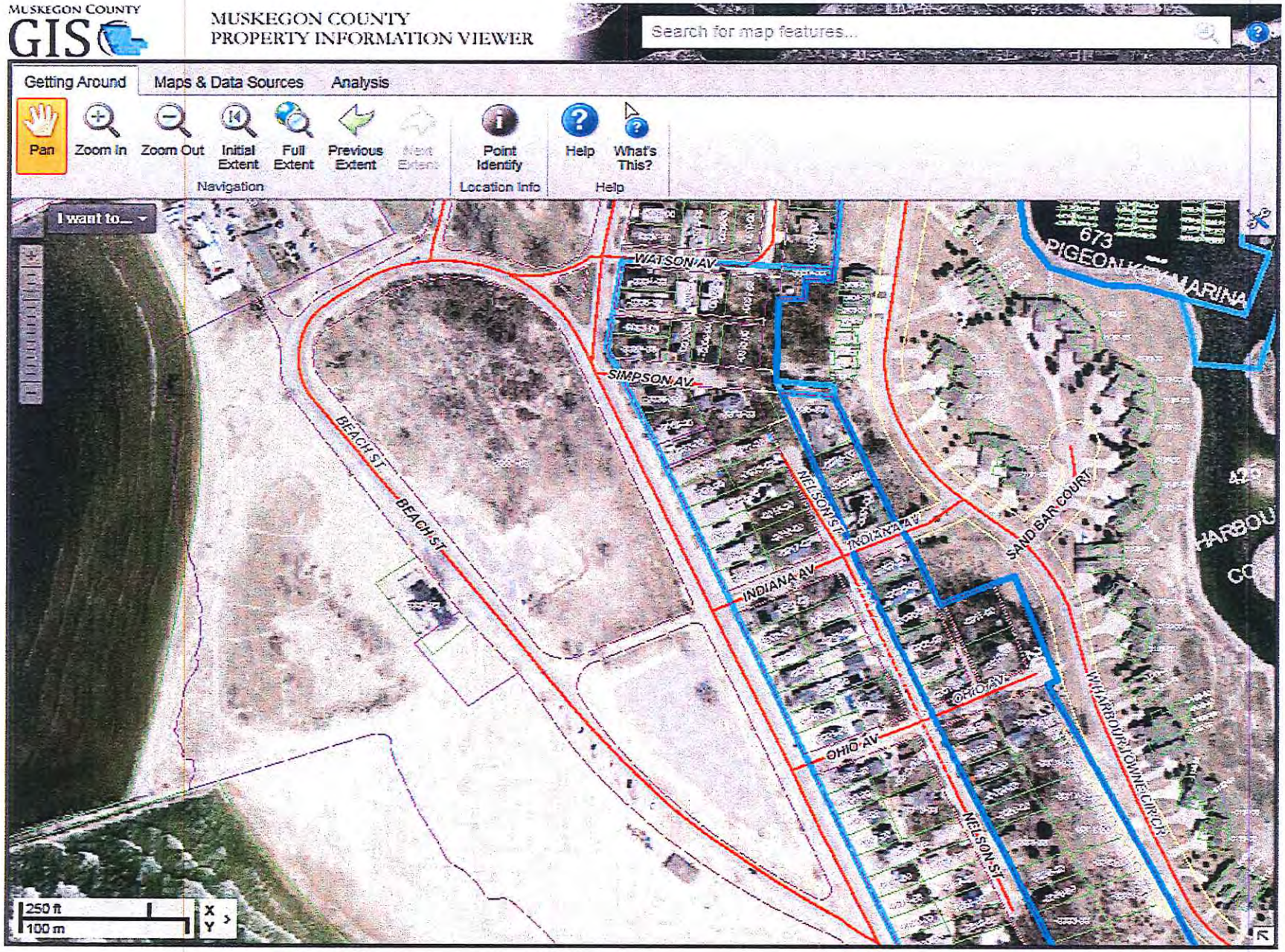
EXHIBIT A

AERIAL OF PERE MARQUETTE BEACH AND OVALS


MUSKEGON COUNTY
GIS
MUSKEGON COUNTY
PROPERTY INFORMATION VIEWER
Search for map features...
Getting Around
Maps & Data Sources
Analysis
Pan
Zoom In
Zoom Out
Initial Extent
Full Extent
Previous Extent
Next Extent
Navigation
Point Identify
Location Info
Help
What's This?
Help
I want to...
CHANNEL DR
FULTON AV
SAND AV
RODGERS AV
WATSON AV
BEACH ST
NELSON ST
UNNAMED38
EDGEWATER ST
WILCOX AV
LAKESHORE DR
HILLARD ST
THOMPSON AV
SAMPSON AV
1000 ft
250 m
X
Y

Google

Muskegon
Margaret Drake Elliot Park
Beach St
Watson Ave
Nelson St
Nelson St
W Harbour Towne Dr
W Harbour Towne Cir
Nelson St
Dewey St
Nelson St
Pere Marquette Park
Beach Street Rd
Beach St
E Harbour Towne Cir
Sand Dock Ct
E Harbour Towne Dr
Wilcox Ave


MUSKEGON COUNTY
GIS
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PROPERTY INFORMATION VIEWER
Search for map features...
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Zoom Out
Initial Extent
Full Extent
Previous Extent
Next Extent
Navigation
Point Identify
Location Info
Help
What's This?
Help
I want to...
WATSON AV
SIMPSON AV
BEACH ST
NELSON ST
INDIANA AV
OHIO AV
SAND BAR COURT
WHARBOUR TOWNE CIR CR
673
MARINA
250 ft
100 m

MUSKEGON COUNTY
GIS
MUSKEGON COUNTY
PROPERTY INFORMATION VIEWER
Search for map features...
Getting Around
Maps & Data Sources
Analysis
Pan
Zoom In
Zoom Out
Initial Extent
Full Extent
Previous Extent
Next Extent
Navigation
Point Identify
Location Info
Help
What's This?
Help
I want to...
W HARBOUR TOWNE CIR CR
BEACH ST
BEACH ST
WOODLAWN CT
LAKE MICHIGAN PARK
WILCOX AV
WILCOX AV
WILCOX AV
PLUM AV
PLUM AV
LAKESHORE DR
WATERWORKS RD
LAKESHORE DR
250 ft
100 m
X
Y

EXHIBIT B

PROPOSED LEASE

GROUND LEASE

THIS LEASE made this _____ day of _____, 2013, by and between City of Muskegon ("City"), a Michigan municipal corporation, and 1601 Beach, LLC, a Michigan limited liability company ("Harris"), in consideration of the mutual covenants and promises herein contained and for other valuable consideration.

WITNESSETH:

1. PREMISES LEASED. The City leases to Harris, and Harris leases from the City, pursuant to the terms and conditions set forth in this Lease, for the premises located at 1601 Beach Street, Muskegon, Michigan ("Premises") as more specifically described and identified in **Exhibit A** attached hereto.

2. TERM. The term of this Lease shall be for a period of eight (8) years, commencing on _____, 2013 ("commencement date").

Provided Harris is not in default under any of the terms and provisions of this Lease at the time of renewal, the City grants to Harris the option to renew this Lease for five continuous terms of 5 years each. Each option can only be exercised at the completion of the preceding term. The First Renewal Term and each succeeding Renewal Term (if any) shall be based upon all the terms and conditions contained in this Lease, Each of the foregoing options to renew shall be considered to have automatically been renewed unless Harris gives written notice to City no later than twelve (12) months prior to the expiration of the original Term of the Lease, or each succeeding Renewal Term as the case may be, of its intention not to exercise the option.

3. RENTAL: Harris agrees to pay to City at its office or to such other person or persons or at such other place as City shall designate in writing, as rental for the said premises as follows:

(a) During the initial 5 year term, the sum of Six Thousand and 00/100 ($6,000.00) per year, payable as follows: 1/3 by July 1, 1/3 by August 1, and the final 1/3 by September 1.

(b) At the beginning of each successive 5 year option term, the rent shall be increased 10%.

(c) Rental and all other charges hereunder shall promptly be paid without prior demand therefore and without deductions or set-offs for any reason whatsoever, and Harris shall be charged a late fee of ten (10%) percent of the unpaid balance or One Hundred and No/100 ($100.00) Dollars, whichever is greater, for any payment that is received ten (10) days past the due date.

4. USE OF PREMISES. Harris shall use and occupy the Premises for a restaurant. The specific uses are subject to City's ordinances. This paragraph contemplates that Harris will comply with all laws, local ordinances, and lawful police and health

regulations applicable to the use of the Premises. The City acknowledges that Harris will own and operate a restaurant on the Premises, with live music. So long as the operation complies with City ordinances, the operation of a restaurant and live music does not constitute a nuisance or disturbance.

Subject to fire damage or other casualty loss, Harris is required to fully operate the said restaurant business on the premises continuously (daily, except for conditions not in the control of Harris) during the period from Memorial Day through Labor Day of each year of every term. In addition to other events of default, failure to substantially comply with the operation of the business during that period shall be a material default and the City shall have the rights as set forth in paragraph 16 below. "Substantial compliance" shall be defined as be open from noon to 8:00 p.m. on 80% of the days between Memorial Day and Labor Day.

5. UTILITIES. Harris shall procure and shall pay the cost when due of all utilities rendered or furnished to the leased premises during the term of this Lease, including electricity, gas, water and sewerage charges.

City shall grant any reasonable requests, in the City's sole discretion, to execute any easements, rights of way, and licenses over the Premises required by any public or quasi public utility company with respect to the construction, operation and use of the Premises.

6. SIGNS. The cost of installing, maintaining, changing and removing any signs upon the leased premises shall be borne by Harris. Harris shall obtain City's written approval, which shall not be unreasonably withheld, as to design, location and the manner of installation prior to placing any sign whatsoever upon the leased premises. Any signs shall comply with all requirements of appropriate governmental authority and all necessary permits or licenses required in connection therewith shall be obtained by Harris at Harris's sole cost and expense. Harris shall maintain all signs in good condition and repair at all times during the term of this Lease. Upon vacating the leased premises, Harris shall remove all signs and repair any damage caused by such removal.

7. ALTERATIONS. Harris hereby accepts the Premises in **"AS IS" CONDITION WITH ALL FAULTS.** City grants its permission, as the landlord as opposed to its governmental authority, to Harris to demolish or renovate the existing building on the Premises. City's permission is subject to the prior approval of the renovation or re-constructing, prior issuance of permits by the City, and evidence of financial ability by Harris to complete the construction.

Harris shall have the right, at its own cost and expense, subject to City approval and permits, to make structural changes and alterations to the interior of any building, and to place or install within the building such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations which Harris may find necessary and deem desirable. The building and all fixtures, partitions, equipment, trade fixtures, alterations or changes installed by Harris shall be and remain owned by

Harris.

At the expiration of the Lease, Harris shall have 30 days to remove the buildings and all furniture, fixtures and equipment. At the expiration of the 30 days, if the buildings or any furniture, fixtures and equipment is remaining on the property, ownership shall pass to the City. Harris shall execute any and all documents requested by the City to effectuate the transfer of ownership. Any damage to the leased premises caused by the removal of the building or damage to the building caused by the removal of furniture, fixtures and equipment shall be repaired by Harris at the sole cost and expense of Harris. Should Harris fail to do so, City may perform the necessary work to return leased premises to said condition, and Harris shall reimburse City therefore.

8. **MAINTENANCE AND REPAIR.** Harris agrees to maintain the exterior of the new building in good repair. Harris shall keep the sidewalks and entrances reasonably free from rubbish, ice, and snow. In the event Harris fails to make any of the repairs which it is obligated to make, after having been given 60 days written notice by the City to Harris, City shall be entitled to enter the Premises and make or cause the same to be made, and the amount or amounts expended by it for such repairs shall be due and payable by Harris to City as additional rent.

9. **INSURANCE.**

9.1 HOLD HARMLESS. To the fullest extent permitted by law, Harris agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of or is any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.

9.2 INSURANCE REQUIREMENT. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.

9.2.1 Workers' Compensation Insurance. Harris shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

9.2.2 Vehicle Liability Insurance. Harris shall procure and maintain during the term of this Agreement, Vehicle Liability Insurance in accordance with applicable statutes of the State of Michigan.

9.2.3 Commercial General Liability Insurance. Harris shall procure and maintain during the life of this contract, commercial general Liability

Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all explosion, Collapse and Underground (SCU) exclusions, if applicable.

9.2.4 Additional Insured. Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."

9.2.5 Cancellation Notice. Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON CITY MANAGER."

9.2.6 Proof of Insurance Coverage. Harris shall provide the City certificates and policies endorsing the City as additional insured as listed below:

i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;

ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

iii. If so requested, Certified Copies of all policies mentioned above will be furnished.

9.2.7 Harris shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.

10. DAMAGE BY FIRE OR OTHER CASUALTY. Prior to construction of a new building, if the building is damaged or destroyed by fire or other cause, rent shall not be abated.

Once a new building is constructed, if all or any portion of the building is damaged or destroyed by fire or other casualty, Harris shall restore the same as nearly as possible to its condition and character immediately prior to such damage or destruction and my use all available proceeds of insurance for such purpose. All insurance proceeds in excess of those used in the restoration shall be the property of Harris. Notwithstanding the foregoing, Harris shall not be obligated to restore the building and shall have the

right to terminate this Lease within sixty (60) days after the date of damage if (a) the building shall be substantially damaged by fire or other casualty or cause, or (b) the cost of the repairs, restoration or reconstruction would exceed 25% of the replacement value of the building. If Harris elects to terminate this Lease as provided in this Section, all insurance proceeds received in connection with the fire or other casualty shall to the extent received be paid to Harris. In such event, Harris shall demolish and remove all debris and restore the Premises, as nearly as possible, to its condition immediately prior to the construction of the building.

11. ENCUMBRANCE OF HARRIS' LEASHOLD INTEREST. Harris may encumber by mortgage or other proper instrument its leasehold interest together with all buildings and improvements owned by Harris, as security for any indebtedness of Harris; provided, however, that the fee simple interest of City shall be unaffected and unencumbered by any such security, instrument, or mortgage. The execution of any such mortgage or other instrument shall not be held as a violation of any of the terms or conditions of this Lease. The foreclosure any such mortgage, or other instrument, or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such mortgagee or conveyance by Harris as a holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or other instrument shall be held as a violation of any of the terms or conditions of this Lease. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Harris from its liability under this Lease. City's interest in the land may not be subordinated or encumbered in any way.

12. REAL ESTATE TAXES. Harris shall during the term of this Lease, pay Real Estate Tax Expense prior to the "due date", which shall include all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority, or any other taxing authority having jurisdiction over the premises, against the land, buildings and all other improvements.

Harris shall have the right to appeal or contest any tax if it should desire to do so. Any cost or expense, or any penalties, that may be incurred as a result of any such appeal or contest of the amount of the assessed valuation shall be borne by Harris.

13. PERSONAL PROPERTY TAXES. Harris shall pay all taxes levied against its personal property located within the leased premises during the term of this Lease, with such payment to be made prior to the "due date".

14. EMINENT DOMAIN. If a part of the leased premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date possession of that part so taken. In the event that all the leased premises amounting to twenty-five (25%) percent or more of the square foot of the Premises is taken, or the building is rendered unsuitable for the use permitted under this Lease, Harris shall have the right either to cancel this Lease and declare the same null and void or to continue in possession of the remainder of the leased premises under the terms herein provided, except that the rental shall be reduced in proportion to the amount of the premises taken.

Harris shall be entitled to the award made for any taking, condemnation or conveyance to the extent used by Harris for repairs or renovations under this Section. Otherwise, the City shall be entitled to the entire award for the land and Harris shall be entitled to the entire award as to the building (after all necessary demolition and removal of debris which shall be paid from such award).

15. RESTRICTION AGAINST ASSIGNMENT AND SUBLETTING. Harris shall not assign or in any manner transfer an ownership interest in 1601 Beach, LLC, or this Lease or any estate, interest or benefit therein, or sublet said premises or any parts thereof or permit the use of same or any part thereof by anyone other than Harris, without the prior written consent of City, which consent shall not be unreasonably withheld. Consent by City to any assignment or transfer of interest in 1601 Beach, LLC under this Lease or subletting of said leased premises or any part thereof shall be limited to the instance stated in such written consent and shall not constitute a release, waiver or consent to any other assignment, transfer of interest, or subletting.

16. EVENTS OF DEFAULT; RIGHTS OF CITY UPON DEFAULT. In the event Harris shall fail to make payment of the rental or any other item required of Harris within ten (10) days after the due date of same, or if Harris fails to cure its breach of a non-payment covenant within thirty (30) days after receipt of written notice of breach from City, Harris shall be in default provided however, that if such default is of a nature that it cannot be reasonably cured within such thirty (30) day period, then Harris shall have such time as it reasonably required to sure such default, provided that Harris promptly commences to cure such default and diligently pursues such cure to completion In addition, Harris shall be in default if it abandons the leased premises, becomes insolvent, makes an assignment for the benefits of its creditors, has a receiver or trustee appointed for its property as a result of its insolvency of threatened insolvency, or is subject to a levy of execution or attachment or other taking of its property, assets or leasehold interest in the leased premises by process of law or otherwise in satisfaction of any judgment or claim. In the event of default that is not cured, City may, at its option, terminate this lease and all the rights of Harris hereunder and thereupon City shall have the right to enter the leased premises and remove all persons and property there from, or City may, without terminating this lease, enter into leased premises as the agent of the Harris and re-let the leased premises with or without any furniture, fixtures, or property of Harris or make any repairs, changes, alterations, or additions in or to said leased premises that may be necessary or convenient, all for the account of Harris. In addition to the past due rentals and charges, Harris hereby agrees to pay interest on the past due sum in the amount of eighteen percent (18%) per annum, plus all reasonable attorneys' fees and expenses and court cost and expenses, including interest, incurred by City in the process of eviction of collections.

17. EVENTS OF DEFAULT; RIGHTS OF HARRIS UPON DEFAULT. In the event City fails to cure its breach of a covenant within thirty (30) days after receipt of written notice of breach from Harris, City shall be in default. In the event of default that is not cured, Harris may terminate this lease. This remedy shall not be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every

other remedy existing at law or in equity.

18. **COVENANT OF TITLE AND QUIET POSSESSION**, City covenants that it has the right to make this lease for the term aforesaid and that it will put Harris into possession of the leased premises for the full term of this lease. City warrants that Harris, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the leased premises during the term of this Lease and any extension thereof.

19. **RIGHT TO EXAMINE PREMISES.** Harris agrees to allow City, its agents and representatives, free access to the leased premises during reasonable hours for the purpose of examining same; and during the period of three (3) months previous to the expiration of the term of this Lease or during the period of three (3) months prior to any renewal hereof, to exhibit same to prospective tenants.

20. **HOLDING OVER.** It is hereby agreed that in the event of Harris holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Harris shall pay to City a daily occupancy charge equal to five (5%) percent of the monthly rental under Paragraph 3 (plus all other charges payable by Harris under this Lease) for each day from the expiration or termination of this Lease until the date demised premises are delivered to City in the condition required herein, and City's right to damages for such illegal occupancy still survive.

21. **PROPER NOTICES.** All notices required or permitted under this Lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by notice in writing, notices shall be sent to City at City Manager, City of Muskegon, 933 Terrace, Muskegon, Michigan, and to Harris at 950 West Norton, Muskegon, Michigan 49441.

22. **WAIVER.** The failure of City to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any of one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Harris of any term, covenant or condition of this Lease, other than the failure of Harris to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by City, unless such waiver is in writing by City.

23. **ENTIRE AGREEMENT.** This Lease and the exhibits and addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between City and Harris concerning the lease of the Premises and there are no covenants, promises, agreements, conditions or

understandings, either oral or written, between City and Harris other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon City or Harris unless reduced to writing and signed by the parties hereto.

24. PERSONAL PROPERTY, MERCHANDISE, FURNITURE AND FIXTURES. Any and all personal property, merchandise, furniture or fixtures placed in or moved upon the leased premises by Harris shall be at the sole risk of Harris. City shall not be liable for damages to a newly constructed building, furniture, fixtures or equipment.

25. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. HAZARDOUS SUBSTANCES. Harris shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Harris, Harris's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner for which Harris is legally liable, Harris shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term, and as a result of that contamination by Harris.

27. TITLE III. Notwithstanding any other provision of this Lease, the parties hereby agree that the premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (hereinafter the "ADA"). The parties further agree and acknowledge that it shall be the sole responsibility of Harris to comply with any and all provisions of the ADA, and such compliance may be required to operate the demised premises. Harris further agrees to indemnify and hold the City harmless against any claims which may arise out of Harris's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims.

28. RECORDING OF MEMORANDUM. Upon the execution hereof, City and Harris shall execute and cause to be recorded with the Muskegon County Register of Deeds a memorandum hereof in form reasonably acceptable to City. All recording charges and any stamp or similar tax shall be paid by Harris. Upon the expiration or earlier termination of this Lease, City and Harris shall cooperate to execute a recordable termination of same.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed in their respective names by their respective officers and sealed with their respective seals the day and year first above written.

LESSOR: City of Muskegon

By:_____

Title:_____

Date:_____

LESSEE: 1601 Beach, LLC

By:_____

By:_____

Date:_____

EXHIBIT A

PROPERTY DESCRIPTION OR MAP

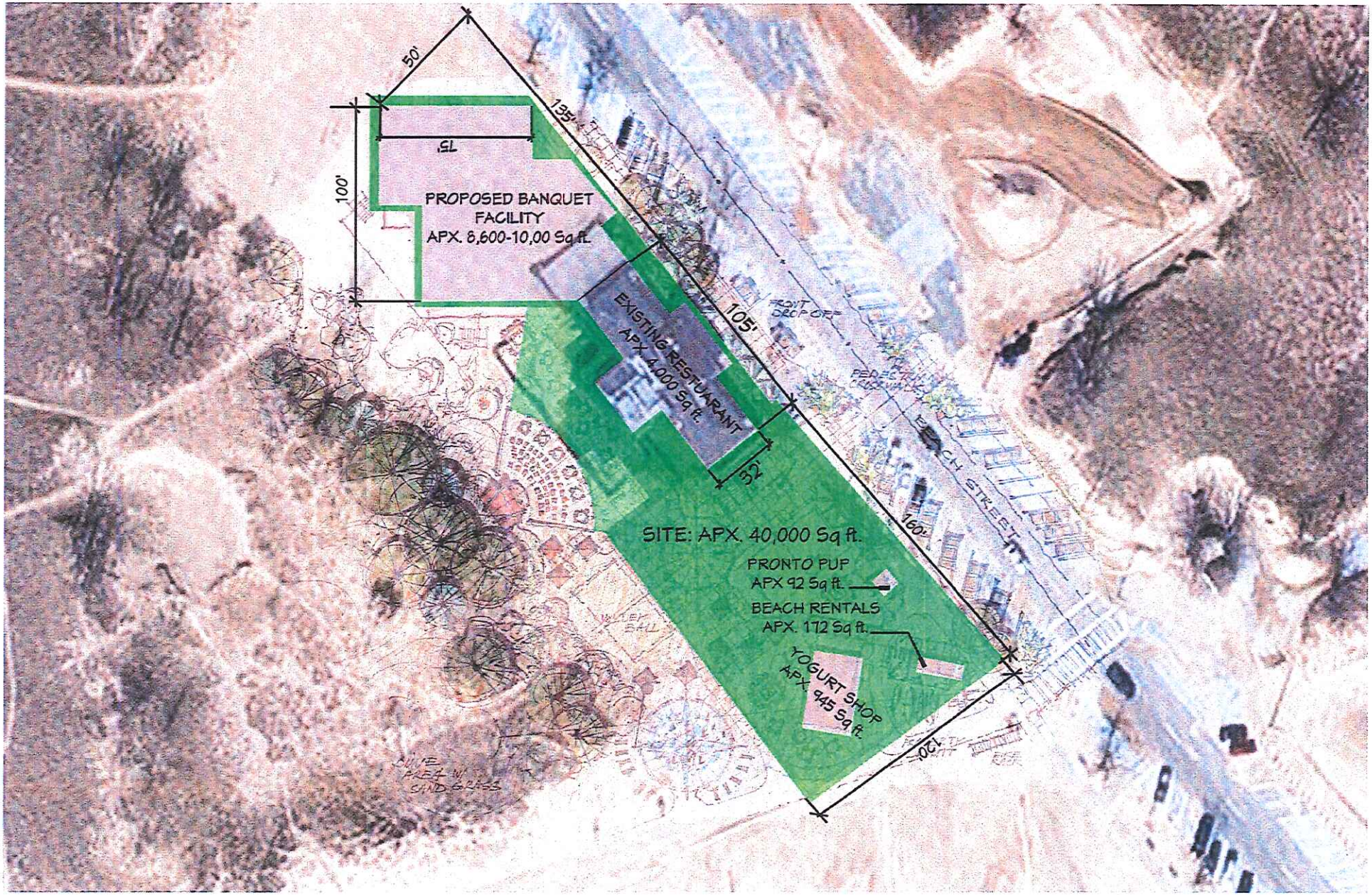

50'
135'
75'
100'
PROPOSED BANQUET FACILITY
APX. 8,600-10,00 Sq ft.
EXISTING RESTUARANT
APX. 4,000 Sq ft.
105'
32'
160'
SITE: APX. 40,000 Sq ft.
PRONTO PUP
APX 92 Sq ft.
BEACH RENTALS
APX. 172 Sq ft.
YOGURT SHOP
APX 945 Sq ft.
120'
DROP-OFF
BEACH STREET

EXHIBIT C

OPTION AGREEMENT

OPTION AGREEMENT

This Option is made on _____, 2013 between the City of Muskegon ("City") and 1601 Beach, LLC ("Harris") with reference to the following facts:

Background

A. City owns the property described on Exhibit A ("Leased Premises"). City has leased the Premises to Harris pursuant to the terms of a written Lease Agreement ("Lease").

B. City owns property described on Exhibits B and C adjacent to the Leased Premises ("Option Property"). City desires to grant Harris an option to lease the Option Premises according to the terms and conditions set forth below.

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Grant of Option.** City grants Harris an option to lease the Option Premises pursuant to the terms set forth in this Option Agreement.

2. **Term of Option.** The term of this Option shall commence on _____,2013 and shall continue until terminated pursuant to this Agreement.

2.1 Banquet Hall and Restaurant Amenities. City hereby grants to Harris an exclusive Option to lease the area depicted in Exhibit B for the use of a banquet hall and amenities, i.e., outdoor tables, athletic activities, small retail stands or kiosks, etc., subject to a mutually acceptable lease. If a mutually acceptable lease is not executed by December 31, 2018, the Option for the area depicted in Exhibit B is terminated. The parties acknowledge and agree that the "mutually acceptable lease" shall not include an increase in the rent as set forth in paragraph 3 of the Ground Lease, as the rental amount set forth therein is to include the Exhibit B property.

2.2 Future Development. City hereby grants to Harris an Option to lease the area depicted in Exhibit C consistent with paragraph 2.2.

If at any time City desires to develop and lease all or a portion of the property described in Optioned Premises, the City shall send to Harris a copy of the request for proposals. Harris shall have the right for a period of 60 days to propose a development substantially similar to what is requested and City and Harris shall enter into mutually acceptable documents to evidence their agreement to develop all or a portion of the Optioned Property. If Harris fails to notify the City within the 60 day period, City may seek proposals from another party.

If at any time City receives a bona fide written offer, which City intends to

accept, from any party to develop and lease all or a portion of the property described in Optioned Premises, the City shall send to Harris a copy of the proposal. Harris shall have the right for a period of 60 days to propose an alternate development, which the City must consider, or accept in writing the terms of the proposed development and lease on the terms that are the same or better than the terms specified in a proposal. If Harris fails to notify the City within the 60 day period, City may lease the property and permit development to another party.

Nothing herein shall prevent Harris from presenting its own proposal for the lease and development of all or a portion of the Optioned Premises during the term of the Lease. The City is not obligated however to consider the proposal if it has no desire to develop or lease the property identified in the proposal at that time.

The Option as to the area depicted in Exhibit C may be exercised only after the Banquet Hall and Restaurant amenities have been fully developed to City's satisfaction.

2.3 Termination of Option. In addition to the limitations provided above, this Agreement shall terminate upon the sooner of (a) the termination of the Lease between City and Harris dated _____, (b) when a majority interest of 1601 Beach LLC is no longer owned by Andrew Harris, Michelle Harris, and Fred Scharmer, (c) transfer of the Lease between City and Harris dated _____,2013 to another entity, except for a transfer to substantially the same owners of 1601 Beach LLC, or (d) the execution of a lease to a third party of the property after full compliance with the terms of this Agreement. After the termination as provided above, the parties shall execute and acknowledge any documents necessary to release the rights contained in this Agreement. In the event a portion, but not all, of the City's property depicted in Exhibits B and/or C is leased to a third party after full compliance with the terms of this Agreement, the rights under this Agreement shall only terminate to the extent of the property leased and shall remain in full force and effect with regard to the remainder of the property.

3. Default. If City enters into a lease in conflict with this Agreement, Harris may, at its option, have a court of competent jurisdiction declare this Agreement breached and order that the lease is void. This provision shall not be construed to prevent specific performance of this Agreement or of any of its terms by either party.

4. No Restriction of Rights. This Agreement shall not restrict City's right to grant utility easements or grant a license to permit vendors to locate on the property depicted in Exhibit B from May 1 through September 30, so long as no permanent structure is constructed or allowed in the depicted area, and as long as the license to permit vendors is not in conflict with the terms of the Development Agreement between the parties. This Agreement shall not restrict or prohibit a lease of all or a portion of the area depicted in Exhibit B between City and Harris.

5. Notice. Any writings required under this Agreement shall be sent by

certified mail, postage prepaid, to the parties at the addresses set forth above. Either party may change the name or address it has listed above by sending a certified letter to that effect to the other party at the above address.

6. **Consideration.** The consideration for this Agreement is the mutual exchange of the rights given in this Agreement.

7. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and shall be binding on the parties and their heirs, legal representatives, successors, and assigns.

8. **Miscellaneous.**

8.1 Governing Law. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

8.2 Entire Agreement. This Agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

8.3 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.

8.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

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

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

8.7 Assignment or Delegation. Except as otherwise specifically set forth in this Agreement, Harris shall not assign all or any portion of their rights and obligations contained in this Agreement without the express prior written approval of Seller, which approval may be withheld in Seller's sole discretion. Harris shall be permitted to assign its rights under this Agreement to a legal entity

controlled by one or more of the Harris family.

8.8 Survival of Representations and Warranties. The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for in this Agreement shall survive the closing date and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Harris have been fully satisfied.

The parties have executed this Agreement the day and year first above written.

City of Muskegon	**1601 Beach, LLC**
By:_____	**By:**_____
Title:_____	**By:**_____
Date:_____	**Date:**_____

Exhibit A – Property Description or Map of Leased Premises

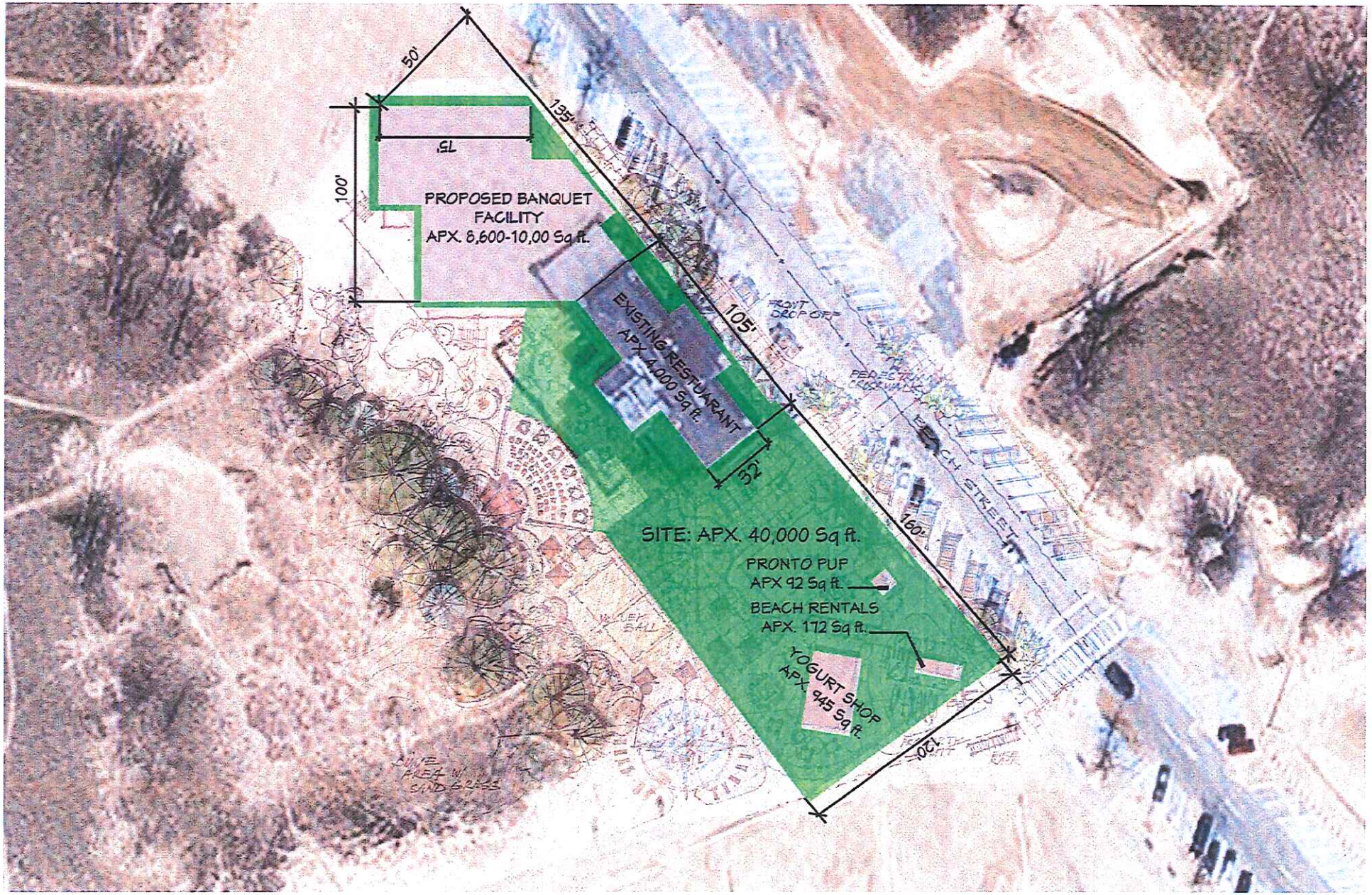
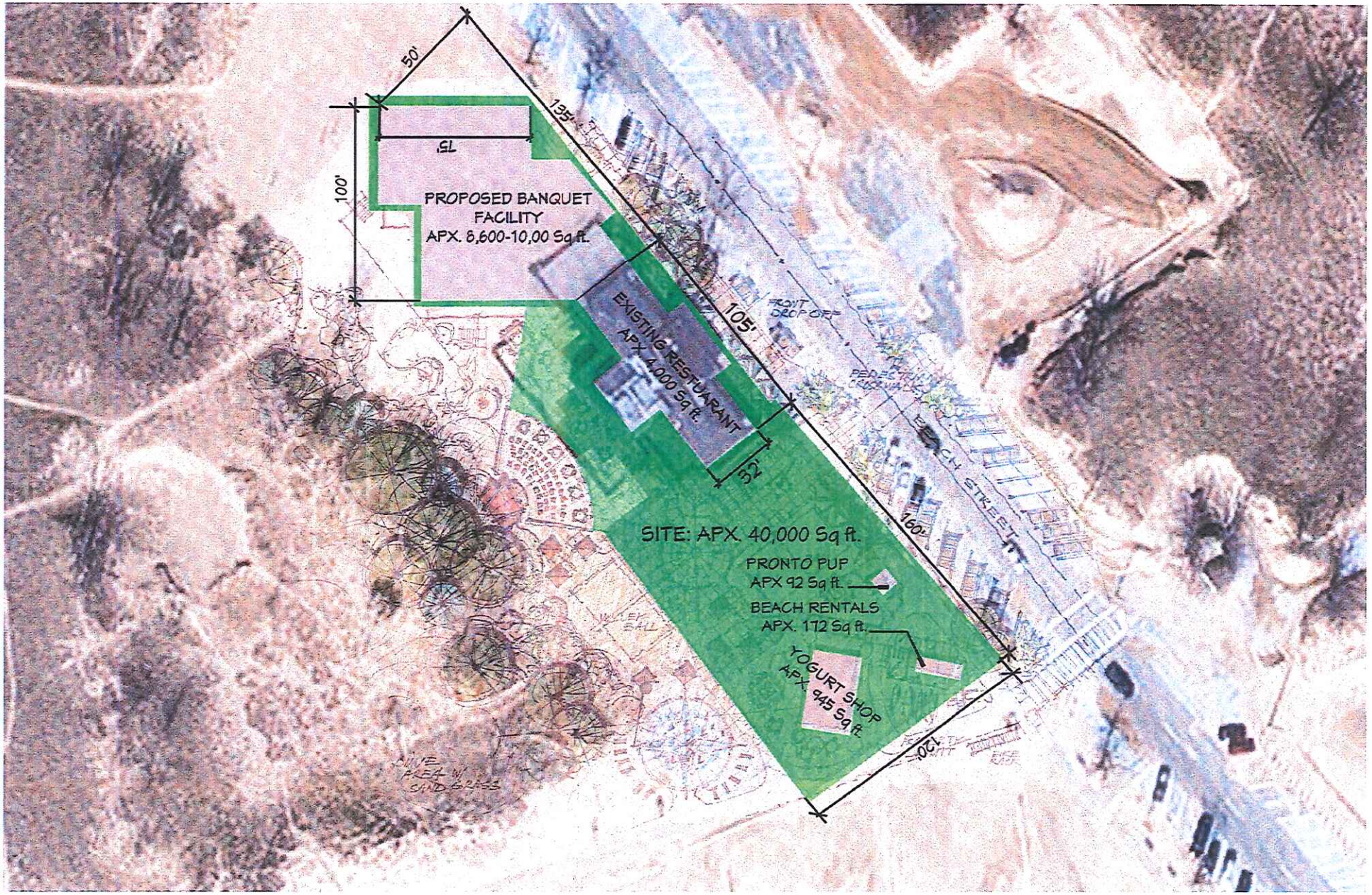

50'
135'
75'
100'
PROPOSED BANQUET
FACILITY
APX. 8,600-10,00 Sq ft.
EXISTING RESTUARANT
APX 4,000 Sq ft.
105'
32'
FRONT
DROP OFF
PEDESTRIAN
CROSSWALK
BEACH STREET
160'
SITE: APX. 40,000 Sq ft.
PRONTO PUP
APX 92 Sq ft.
BEACH RENTALS
APX. 172 Sq ft.
YOGURT SHOP
APX. 945 Sq ft.
120'
VOLLEY
BALL
LINE
AREA W/
SAND GRASS

Exhibit B – Property Description or Map of Banquet Facilities and Restaurant Amenities


50'
135'
75'
100'
PROPOSED BANQUET FACILITY
APX. 8,600-10,00 Sq ft.
EXISTING RESTUARANT
APX. 4,000 Sq ft.
105'
32'
160'
SITE: APX. 40,000 Sq ft.
PRONTO PUP
APX 92 Sq ft.
BEACH RENTALS
APX. 172 Sq ft.
YOGURT SHOP
APX 945 Sq ft.
120'
FRONT DROP OFF
BEACH STREET

BEACH ST
SIMPSON AV
WILSON AV
RODGERS AV
NELSON ST
INDIANA AV
OHIO AV
WHARBOUR TOWNE CIR

Exhibit C – Property Description or Map of Future Development

GROUND LEASE

THIS LEASE made this _____ day of _____, 2013, by and between City of Muskegon ("City"), a Michigan municipal corporation, and 1601 Beach, LLC, a Michigan limited liability company ("Harris"), in consideration of the mutual covenants and promises herein contained and for other valuable consideration.

WITNESSETH:

1. PREMISES LEASED. The City leases to Harris, and Harris leases from the City, pursuant to the terms and conditions set forth in this Lease, for the premises located at 1601 Beach Street, Muskegon, Michigan ("Premises") as more specifically described and identified in **Exhibit A** attached hereto.

2. TERM. The term of this Lease shall be for a period of eight (8) years, commencing on _____, 2013 ("commencement date").

Provided Harris is not in default under any of the terms and provisions of this Lease at the time of renewal, the City grants to Harris the option to renew this Lease for five continuous terms of 5 years each. Each option can only be exercised at the completion of the preceding term. The First Renewal Term and each succeeding Renewal Term (if any) shall be based upon all the terms and conditions contained in this Lease, Each of the foregoing options to renew shall be considered to have automatically been renewed unless Harris gives written notice to City no later than twelve (12) months prior to the expiration of the original Term of the Lease, or each succeeding Renewal Term as the case may be, of its intention not to exercise the option.

3. RENTAL: Harris agrees to pay to City at its office or to such other person or persons or at such other place as City shall designate in writing, as rental for the said premises as follows:

(a) During the initial 5 year term, the sum of Six Thousand and 00/100 ($6,000.00) per year, payable as follows: 1/3 by July 1, 1/3 by August 1, and the final 1/3 by September 1.

(b) At the beginning of each successive 5 year option term, the rent shall be increased 10%.

(c) Rental and all other charges hereunder shall promptly be paid without prior demand therefore and without deductions or set-offs for any reason whatsoever, and Harris shall be charged a late fee of ten (10%) percent of the unpaid balance or One Hundred and No/100 ($100.00) Dollars, whichever is greater, for any payment that is received ten (10) days past the due date.

4. USE OF PREMISES. Harris shall use and occupy the Premises for a restaurant. The specific uses are subject to City's ordinances. This paragraph contemplates that Harris will comply with all laws, local ordinances, and lawful police and health

regulations applicable to the use of the Premises. The City acknowledges that Harris will own and operate a restaurant on the Premises, with live music. So long as the operation complies with City ordinances, the operation of a restaurant and live music does not constitute a nuisance or disturbance.

Subject to fire damage or other casualty loss, Harris is required to fully operate the said restaurant business on the premises continuously (daily, except for conditions not in the control of Harris) during the period from Memorial Day through Labor Day of each year of every term. In addition to other events of default, failure to substantially comply with the operation of the business during that period shall be a material default and the City shall have the rights as set forth in paragraph 16 below. "Substantial compliance" shall be defined as be open from noon to 8:00 p.m. on 80% of the days between Memorial Day and Labor Day.

5. UTILITIES. Harris shall procure and shall pay the cost when due of all utilities rendered or furnished to the leased premises during the term of this Lease, including electricity, gas, water and sewerage charges.

City shall grant any reasonable requests, in the City's sole discretion, to execute any easements, rights of way, and licenses over the Premises required by any public or quasi public utility company with respect to the construction, operation and use of the Premises.

6. SIGNS. The cost of installing, maintaining, changing and removing any signs upon the leased premises shall be borne by Harris. Harris shall obtain City's written approval, which shall not be unreasonably withheld, as to design, location and the manner of installation prior to placing any sign whatsoever upon the leased premises. Any signs shall comply with all requirements of appropriate governmental authority and all necessary permits or licenses required in connection therewith shall be obtained by Harris at Harris's sole cost and expense. Harris shall maintain all signs in good condition and repair at all times during the term of this Lease. Upon vacating the leased premises, Harris shall remove all signs and repair any damage caused by such removal.

7. ALTERATIONS. Harris hereby accepts the Premises in **"AS IS" CONDITION WITH ALL FAULTS.** City grants its permission, as the landlord as opposed to its governmental authority, to Harris to demolish or renovate the existing building on the Premises. City's permission is subject to the prior approval of the renovation or re-constructing, prior issuance of permits by the City, and evidence of financial ability by Harris to complete the construction.

Harris shall have the right, at its own cost and expense, subject to City approval and permits, to make structural changes and alterations to the interior of any building, and to place or install within the building such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations which Harris may find necessary and deem desirable. The building and all fixtures, partitions, equipment, trade fixtures, alterations or changes installed by Harris shall be and remain owned by

Harris.

At the expiration of the Lease, Harris shall have 30 days to remove the buildings and all furniture, fixtures and equipment. At the expiration of the 30 days, if the buildings or any furniture, fixtures and equipment is remaining on the property, ownership shall pass to the City. Harris shall execute any and all documents requested by the City to effectuate the transfer of ownership. Any damage to the leased premises caused by the removal of the building or damage to the building caused by the removal of furniture, fixtures and equipment shall be repaired by Harris at the sole cost and expense of Harris. Should Harris fail to do so, City may perform the necessary work to return leased premises to said condition, and Harris shall reimburse City therefore.

8. **MAINTENANCE AND REPAIR.** Harris agrees to maintain the exterior of the new building in good repair. Harris shall keep the sidewalks and entrances reasonably free from rubbish, ice, and snow. In the event Harris fails to make any of the repairs which it is obligated to make, after having been given 60 days written notice by the City to Harris, City shall be entitled to enter the Premises and make or cause the same to be made, and the amount or amounts expended by it for such repairs shall be due and payable by Harris to City as additional rent.

9. **INSURANCE.**

9.1 HOLD HARMLESS. To the fullest extent permitted by law, Harris agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of or is any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.

9.2 INSURANCE REQUIREMENT. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.

9.2.1 Workers' Compensation Insurance. Harris shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

9.2.2 Vehicle Liability Insurance. Harris shall procure and maintain during the term of this Agreement, Vehicle Liability Insurance in accordance with applicable statutes of the State of Michigan.

9.2.3 Commercial General Liability Insurance. Harris shall procure and maintain during the life of this contract, commercial general Liability

Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all explosion, Collapse and Underground (SCU) exclusions, if applicable.

9.2.4 Additional Insured. Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."

9.2.5 Cancellation Notice. Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON CITY MANAGER."

9.2.6 Proof of Insurance Coverage. Harris shall provide the City certificates and policies endorsing the City as additional insured as listed below:

i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;

ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

iii. If so requested, Certified Copies of all policies mentioned above will be furnished.

9.2.7 Harris shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.

10. DAMAGE BY FIRE OR OTHER CASUALTY. Prior to construction of a new building, if the building is damaged or destroyed by fire or other cause, rent shall not be abated.

Once a new building is constructed, if all or any portion of the building is damaged or destroyed by fire or other casualty, Harris shall restore the same as nearly as possible to its condition and character immediately prior to such damage or destruction and my use all available proceeds of insurance for such purpose. All insurance proceeds in excess of those used in the restoration shall be the property of Harris. Notwithstanding the foregoing, Harris shall not be obligated to restore the building and shall have the

right to terminate this Lease within sixty (60) days after the date of damage if (a) the building shall be substantially damaged by fire or other casualty or cause, or (b) the cost of the repairs, restoration or reconstruction would exceed 25% of the replacement value of the building. If Harris elects to terminate this Lease as provided in this Section, all insurance proceeds received in connection with the fire or other casualty shall to the extent received be paid to Harris. In such event, Harris shall demolish and remove all debris and restore the Premises, as nearly as possible, to its condition immediately prior to the construction of the building.

11. ENCUMBRANCE OF HARRIS' LEASHOLD INTEREST. Harris may encumber by mortgage or other proper instrument its leasehold interest together with all buildings and improvements owned by Harris, as security for any indebtedness of Harris; provided, however, that the fee simple interest of City shall be unaffected and unencumbered by any such security, instrument, or mortgage. The execution of any such mortgage or other instrument shall not be held as a violation of any of the terms or conditions of this Lease. The foreclosure any such mortgage, or other instrument, or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such mortgagee or conveyance by Harris as a holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or other instrument shall be held as a violation of any of the terms or conditions of this Lease. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Harris from its liability under this Lease. City's interest in the land may not be subordinated or encumbered in any way.

12. REAL ESTATE TAXES. Harris shall during the term of this Lease, pay Real Estate Tax Expense prior to the "due date", which shall include all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority, or any other taxing authority having jurisdiction over the premises, against the land, buildings and all other improvements.

Harris shall have the right to appeal or contest any tax if it should desire to do so. Any cost or expense, or any penalties, that may be incurred as a result of any such appeal or contest of the amount of the assessed valuation shall be borne by Harris.

13. PERSONAL PROPERTY TAXES. Harris shall pay all taxes levied against its personal property located within the leased premises during the term of this Lease, with such payment to be made prior to the "due date".

14. EMINENT DOMAIN. If a part of the leased premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date possession of that part so taken. In the event that all the leased premises amounting to twenty-five (25%) percent or more of the square foot of the Premises is taken, or the building is rendered unsuitable for the use permitted under this Lease, Harris shall have the right either to cancel this Lease and declare the same null and void or to continue in possession of the remainder of the leased premises under the terms herein provided, except that the rental shall be reduced in proportion to the amount of the premises taken.

Harris shall be entitled to the award made for any taking, condemnation or conveyance to the extent used by Harris for repairs or renovations under this Section. Otherwise, the City shall be entitled to the entire award for the land and Harris shall be entitled to the entire award as to the building (after all necessary demolition and removal of debris which shall be paid from such award).

15. RESTRICTION AGAINST ASSIGNMENT AND SUBLETTING. Harris shall not assign or in any manner transfer an ownership interest in 1601 Beach, LLC, or this Lease or any estate, interest or benefit therein, or sublet said premises or any parts thereof or permit the use of same or any part thereof by anyone other than Harris, without the prior written consent of City, which consent shall not be unreasonably withheld. Consent by City to any assignment or transfer of interest in 1601 Beach, LLC under this Lease or subletting of said leased premises or any part thereof shall be limited to the instance stated in such written consent and shall not constitute a release, waiver or consent to any other assignment, transfer of interest, or subletting.

16. EVENTS OF DEFAULT; RIGHTS OF CITY UPON DEFAULT. In the event Harris shall fail to make payment of the rental or any other item required of Harris within ten (10) days after the due date of same, or if Harris fails to cure its breach of a non-payment covenant within thirty (30) days after receipt of written notice of breach from City, Harris shall be in default provided however, that if such default is of a nature that it cannot be reasonably cured within such thirty (30) day period, then Harris shall have such time as it reasonably required to sure such default, provided that Harris promptly commences to cure such default and diligently pursues such cure to completion In addition, Harris shall be in default if it abandons the leased premises, becomes insolvent, makes an assignment for the benefits of its creditors, has a receiver or trustee appointed for its property as a result of its insolvency of threatened insolvency, or is subject to a levy of execution or attachment or other taking of its property, assets or leasehold interest in the leased premises by process of law or otherwise in satisfaction of any judgment or claim. In the event of default that is not cured, City may, at its option, terminate this lease and all the rights of Harris hereunder and thereupon City shall have the right to enter the leased premises and remove all persons and property there from, or City may, without terminating this lease, enter into leased premises as the agent of the Harris and re-let the leased premises with or without any furniture, fixtures, or property of Harris or make any repairs, changes, alterations, or additions in or to said leased premises that may be necessary or convenient, all for the account of Harris. In addition to the past due rentals and charges, Harris hereby agrees to pay interest on the past due sum in the amount of eighteen percent (18%) per annum, plus all reasonable attorneys' fees and expenses and court cost and expenses, including interest, incurred by City in the process of eviction of collections.

17. EVENTS OF DEFAULT; RIGHTS OF HARRIS UPON DEFAULT. In the event City fails to cure its breach of a covenant within thirty (30) days after receipt of written notice of breach from Harris, City shall be in default. In the event of default that is not cured, Harris may terminate this lease. This remedy shall not be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every

other remedy existing at law or in equity.

18. **COVENANT OF TITLE AND QUIET POSSESSION**, City covenants that it has the right to make this lease for the term aforesaid and that it will put Harris into possession of the leased premises for the full term of this lease. City warrants that Harris, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the leased premises during the term of this Lease and any extension thereof.

19. **RIGHT TO EXAMINE PREMISES.** Harris agrees to allow City, its agents and representatives, free access to the leased premises during reasonable hours for the purpose of examining same; and during the period of three (3) months previous to the expiration of the term of this Lease or during the period of three (3) months prior to any renewal hereof, to exhibit same to prospective tenants.

20. **HOLDING OVER.** It is hereby agreed that in the event of Harris holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Harris shall pay to City a daily occupancy charge equal to five (5%) percent of the monthly rental under Paragraph 3 (plus all other charges payable by Harris under this Lease) for each day from the expiration or termination of this Lease until the date demised premises are delivered to City in the condition required herein, and City's right to damages for such illegal occupancy still survive.

21. **PROPER NOTICES.** All notices required or permitted under this Lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by notice in writing, notices shall be sent to City at City Manager, City of Muskegon, 933 Terrace, Muskegon, Michigan, and to Harris at 950 West Norton, Muskegon, Michigan 49441.

22. **WAIVER.** The failure of City to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any of one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Harris of any term, covenant or condition of this Lease, other than the failure of Harris to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by City, unless such waiver is in writing by City.

23. **ENTIRE AGREEMENT.** This Lease and the exhibits and addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between City and Harris concerning the lease of the Premises and there are no covenants, promises, agreements, conditions or

understandings, either oral or written, between City and Harris other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon City or Harris unless reduced to writing and signed by the parties hereto.

24. PERSONAL PROPERTY, MERCHANDISE, FURNITURE AND FIXTURES. Any and all personal property, merchandise, furniture or fixtures placed in or moved upon the leased premises by Harris shall be at the sole risk of Harris. City shall not be liable for damages to a newly constructed building, furniture, fixtures or equipment.

25. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. HAZARDOUS SUBSTANCES. Harris shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Harris, Harris's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner for which Harris is legally liable, Harris shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term, and as a result of that contamination by Harris.

27. TITLE III. Notwithstanding any other provision of this Lease, the parties hereby agree that the premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (hereinafter the "ADA"). The parties further agree and acknowledge that it shall be the sole responsibility of Harris to comply with any and all provisions of the ADA, and such compliance may be required to operate the demised premises. Harris further agrees to indemnify and hold the City harmless against any claims which may arise out of Harris's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims.

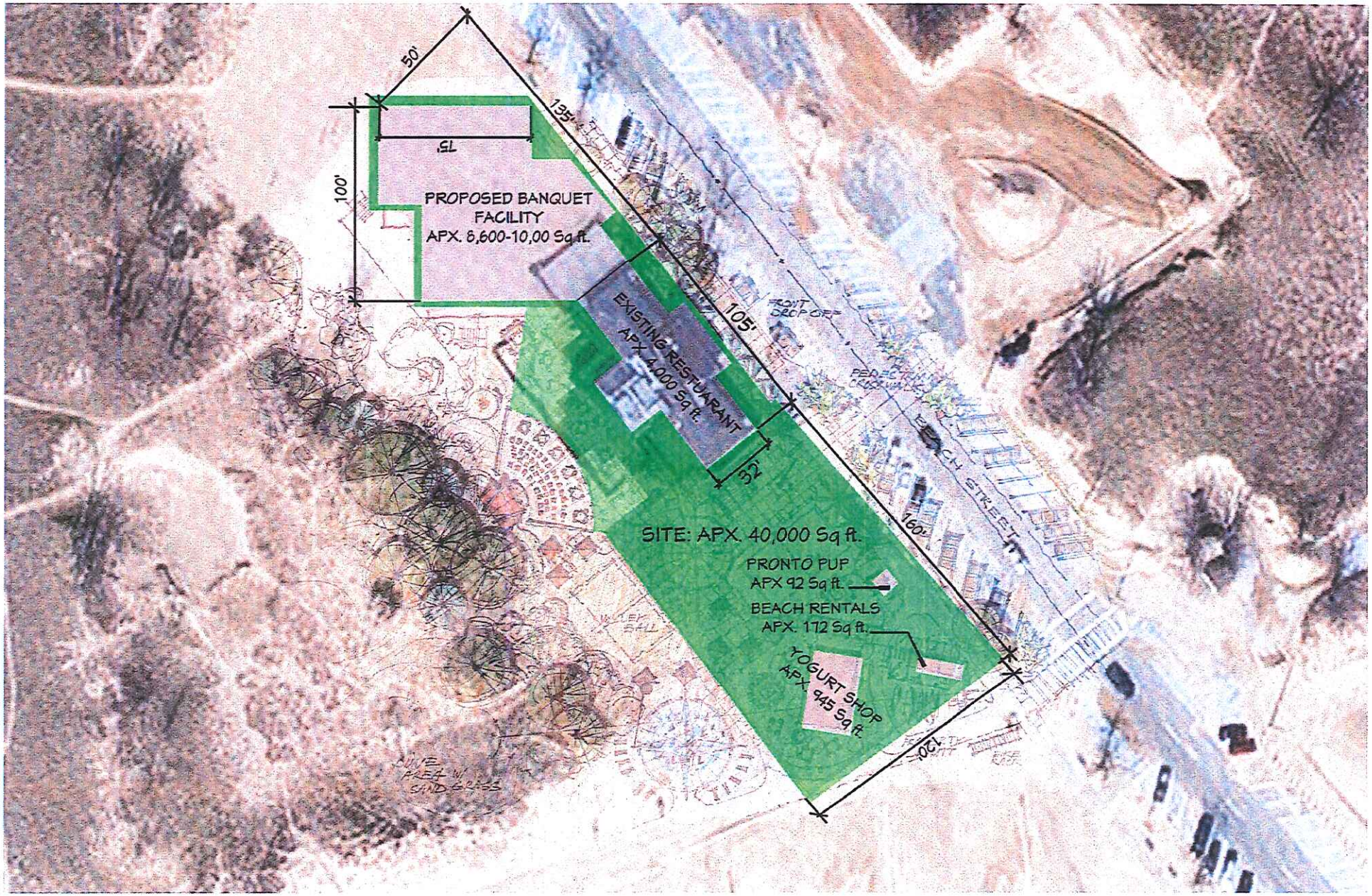
28. RECORDING OF MEMORANDUM. Upon the execution hereof, City and Harris shall execute and cause to be recorded with the Muskegon County Register of Deeds a memorandum hereof in form reasonably acceptable to City. All recording charges and any stamp or similar tax shall be paid by Harris. Upon the expiration or earlier termination of this Lease, City and Harris shall cooperate to execute a recordable termination of same.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed in their respective names by their respective officers and sealed with their respective seals the day and year first above written.

LESSOR: City of Muskegon	**LESSEE: 1601 Beach, LLC**
By:_____	**By:**_____
Title:_____	**By:**_____
Date:_____	**Date:**_____

EXHIBIT A

PROPERTY DESCRIPTION OR MAP


50'
135'
75'
100'
PROPOSED BANQUET FACILITY
APX. 8,600-10,00 Sq ft.
EXISTING RESTUARANT
APX. 4,000 Sq ft.
105'
25'
160'
SITE: APX. 40,000 Sq ft.
PRONTO PUP
APX 92 Sq ft.
BEACH RENTALS
APX. 172 Sq ft.
YOGURT SHOP
APX. 945 Sq ft.
120'
FRONT DROP OFF
BEACH STREET

OPTION AGREEMENT

This Option is made on _____, 2013 between the City of Muskegon ("City") and 1601 Beach, LLC ("Harris") with reference to the following facts:

Background

A. City owns the property described on Exhibit A ("Leased Premises"). City has leased the Premises to Harris pursuant to the terms of a written Lease Agreement ("Lease").

B. City owns property described on Exhibits B and C adjacent to the Leased Premises ("Option Property"). City desires to grant Harris an option to lease the Option Premises according to the terms and conditions set forth below.

Therefore, for good and valuable consideration, the parties agree as follows:

1. Grant of Option. City grants Harris an option to lease the Option Premises pursuant to the terms set forth in this Option Agreement.

2. Term of Option. The term of this Option shall commence on _____,2013 and shall continue until terminated pursuant to this Agreement.

2.1 Banquet Hall and Restaurant Amenities. City hereby grants to Harris an exclusive Option to lease the area depicted in Exhibit B for the use of a banquet hall and amenities, i.e., outdoor tables, athletic activities, small retail stands or kiosks, etc., subject to a mutually acceptable lease. If a mutually acceptable lease is not executed by December 31, 2018, the Option for the area depicted in Exhibit B is terminated. The parties acknowledge and agree that the "mutually acceptable lease" shall not include an increase in the rent as set forth in paragraph 3 of the Ground Lease, as the rental amount set forth therein is to include the Exhibit B property.

2.2 Future Development. City hereby grants to Harris an Option to lease the area depicted in Exhibit C consistent with paragraph 2.2.

If at any time City desires to develop and lease all or a portion of the property described in Optioned Premises, the City shall send to Harris a copy of the request for proposals. Harris shall have the right for a period of 60 days to propose a development substantially similar to what is requested and City and Harris shall enter into mutually acceptable documents to evidence their agreement to develop all or a portion of the Optioned Property. If Harris fails to notify the City within the 60 day period, City may seek proposals from another party.

If at any time City receives a bona fide written offer, which City intends to

accept, from any party to develop and lease all or a portion of the property described in Optioned Premises, the City shall send to Harris a copy of the proposal. Harris shall have the right for a period of 60 days to propose an alternate development, which the City must consider, or accept in writing the terms of the proposed development and lease on the terms that are the same or better than the terms specified in a proposal. If Harris fails to notify the City within the 60 day period, City may lease the property and permit development to another party.

Nothing herein shall prevent Harris from presenting its own proposal for the lease and development of all or a portion of the Optioned Premises during the term of the Lease. The City is not obligated however to consider the proposal if it has no desire to develop or lease the property identified in the proposal at that time.

The Option as to the area depicted in Exhibit C may be exercised only after the Banquet Hall and Restaurant amenities have been fully developed to City's satisfaction.

2.3 Termination of Option. In addition to the limitations provided above, this Agreement shall terminate upon the sooner of (a) the termination of the Lease between City and Harris dated _____, (b) when a majority interest of 1601 Beach LLC is no longer owned by Andrew Harris, Michelle Harris, and Fred Scharmer, (c) transfer of the Lease between City and Harris dated _____,2013 to another entity, except for a transfer to substantially the same owners of 1601 Beach LLC, or (d) the execution of a lease to a third party of the property after full compliance with the terms of this Agreement. After the termination as provided above, the parties shall execute and acknowledge any documents necessary to release the rights contained in this Agreement. In the event a portion, but not all, of the City's property depicted in Exhibits B and/or C is leased to a third party after full compliance with the terms of this Agreement, the rights under this Agreement shall only terminate to the extent of the property leased and shall remain in full force and effect with regard to the remainder of the property.

3. Default. If City enters into a lease in conflict with this Agreement, Harris may, at its option, have a court of competent jurisdiction declare this Agreement breached and order that the lease is void. This provision shall not be construed to prevent specific performance of this Agreement or of any of its terms by either party.

4. No Restriction of Rights. This Agreement shall not restrict City's right to grant utility easements or grant a license to permit vendors to locate on the property depicted in Exhibit B from May 1 through September 30, so long as no permanent structure is constructed or allowed in the depicted area, and as long as the license to permit vendors is not in conflict with the terms of the Development Agreement between the parties. This Agreement shall not restrict or prohibit a lease of all or a portion of the area depicted in Exhibit B between City and Harris.

5. Notice. Any writings required under this Agreement shall be sent by

certified mail, postage prepaid, to the parties at the addresses set forth above. Either party may change the name or address it has listed above by sending a certified letter to that effect to the other party at the above address.

6. Consideration. The consideration for this Agreement is the mutual exchange of the rights given in this Agreement.

7. Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding on the parties and their heirs, legal representatives, successors, and assigns.

8. Miscellaneous.

8.1 Governing Law. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

8.2 Entire Agreement. This Agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

8.3 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.

8.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

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

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

8.7 Assignment or Delegation. Except as otherwise specifically set forth in this Agreement, Harris shall not assign all or any portion of their rights and obligations contained in this Agreement without the express prior written approval of Seller, which approval may be withheld in Seller's sole discretion. Harris shall be permitted to assign its rights under this Agreement to a legal entity

controlled by one or more of the Harris family.

8.8 Survival of Representations and Warranties. The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for in this Agreement shall survive the closing date and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Harris have been fully satisfied.

The parties have executed this Agreement the day and year first above written.

City of Muskegon	**1601 Beach, LLC**
By:_____	**By:**_____
Title:_____	**By:**_____
Date:_____	**Date:**_____

Exhibit A – Property Description or Map of Leased Premises

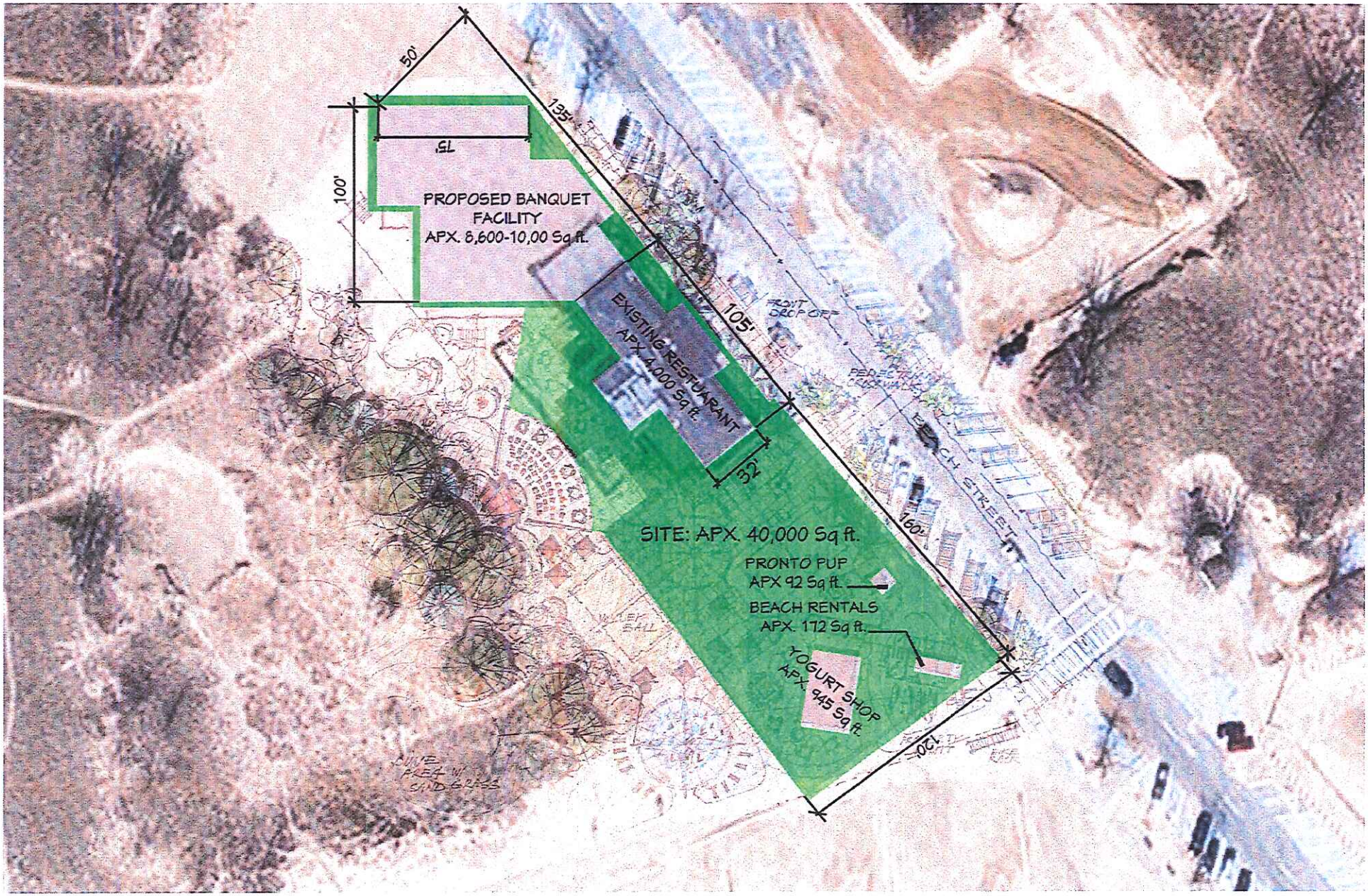

50'
135'
75'
100'
PROPOSED BANQUET
FACILITY
APX. 8,600-10,00 Sq ft.
EXISTING RESTUARANT
APX 4,000 Sq ft.
105'
32'
160'
SITE: APX. 40,000 Sq ft.
PRONTO PUP
APX 92 Sq ft.
BEACH RENTALS
APX. 172 Sq ft.
YOGURT SHOP
APX. 945 Sq ft.
120'
FRONT
DROP OFF
BEACH STREET

Exhibit B – Property Description or Map of Banquet Facilities and Restaurant Amenities

50'
135'
75'
100'
PROPOSED BANQUET FACILITY
APX. 8,600-10,00 Sq ft.
EXISTING RESTUARANT
APX. 4,000 Sq ft.
105'
32'
FRONT DROP OFF
BEACH STREET
160'
SITE: APX. 40,000 Sq ft.
PRONTO PUP
APX 92 Sq ft.
BEACH RENTALS
APX. 172 Sq ft.
YOGURT SHOP
APX. 945 Sq ft.
30'
OLIVE AREA W/ SAND GLASS

Exhibit C – Property Description or Map of Future Development

BEACH ST
BEACH ST
SIMPSON AV
WATSON AV
RODGERS AV
NELSON ST
INDIANA AV
OHIO AV
NELSON ST
WHARBOUR TOWNE CIR