* AGENDA * LUDINGTON CITY COUNCIL MEETING

Municipal Building Monday, August 13, 2012 6:30 pm

- 1.) Roll Call
- 2.) Invocation
- 3.) Pledge of Allegiance
- 4.) Approve Agenda
- 5.) Meeting Open for Public Comments
- 6.) Approval of Minutes Regular Meeting -July 23, 2012
- 7.) Communications
- 8.) Committee Reports
 - a.) Finance
 - 1.) Payment of Bills
 - 2.) Approve Agreement for Assessor Services
 - b.) Personnel
 - c.) Public Safety / Public Utilities
 - 1.) Monthly Police Activity Report
 - d.) Buildings & Licenses / Long Range Planning & Industrial Development
 1.) Monthly Building, Zoning and Enforcement Report
 - e.) Cemetery, Parks, and Recreation / Waterfront
- 9.) Communications from City Officials
 - a.) Councilor Holman Approve Resolution for Ballot Language Local Proposal
- 10.) Miscellaneous Business
- 11.) Adjournment

Regular meeting of the Ludington City Council held in the Council Chambers of the Municipal Building on Monday, July 23, 2012, at 6:30 o'clock p.m.

Present: His Honor Mayor Henderson and Councilors Kaye Holman, Dick Rathsack, Wally Taranko, Les Johnson, Wanda Marrison, Nick Tykoski, and Gary Castonia.

Absent: None.

Also present were City Manager John Shay, City Attorney Richard Wilson, Police Chief Mark Barnett, Fire Chief Jerry Funk, City Treasurer Linda Rogers, and City Clerk Deborah Luskin.

Invocation was pronounced by Police Chief Barnett.

Pledge to the Flag was given.

Moved by Councilor Castonia, seconded by Councilor Tykoski, that the Agenda be approved as presented. Motion Carried.

The meeting was opened for public comments.

Sherry Wyman, resident of the City of Scottville, introduced herself as a candidate running for the office of County Treasurer.

Tom Rotta, resident of the City of Ludington, explained that the City Council will review 2 more FOIA appeals which had been turned down by the FOIA Coordinator as they were investigative records of an open investigation which are exempt under the FOIA law from disclosure. The City Attorney and Mason County Prosecuting Attorney have backed this decision and have failed to show how disclosure would affect the stale investigations of these incidents. One investigation is 13 months old and has resulted in the imprisonment of someone for 10-15 years and the Council denies the records to be disclosed and this is unlawful and violates the FOIA law. He stated that the law was established to protect all equally and to be enforced equally. Tom Rotta stated that the City Attorney and the Prosecutor have kept these records secret even when the law says these records must be released. This is not doing their duty as public officers. Tom Rotta then went on to say that the new issue is the release of the records dealing with the death of Ling Lang Zou at the City Marina. The City Manager has contended that this is an open investigation and that the records must be kept secret. The autopsy results, the toxicology report, and the death certificate have been released to Tom Rotta by the County Coroner. The City then provided these duplicative records once they learned that the County Coroner released these records. He is asking the Councilors to do their own research and choose to follow the law.

After no further comments were received, the regular order of business was resumed.

Moved by Councilor Johnson, seconded by Councilor Marrison, to approve the minutes of the regular meeting 7/09/12. Motion Carried.

Moved by Councilor Castonia, seconded by Councilor Johnson, to approve the 4th Annual Flight Classic Community 3 on 3 Basketball Tournament on August 11, 2012. Councilor Holman questioned whether the recipient of this event (Reaching Hands of Love Ministries) was a local non profit organization. The money coming from this event will not remain here with a local charity and she questions this. City Manager Shay stated that the City Council does not have an official policy on making a decision on what charity will be the recipient of any special event. Councilor Holman stated that she will vote against this event and this is a personal decision. Councilor Holman and Councilor Marrison voted against this motion. Motion Carried.

Moved by Councilor Taranko, seconded by Councilor Rathsack, that the Finance Report with total expenditures in the amount of \$933,548.85 for this period can be approved and orders drawn according to the City Charter. Motion Carried.

Moved by Councilor Castonia, seconded by Councilor Holman, to approve the low bid presented by Hallack Contracting in the amount of \$120,067.50 for the North Gaylord Avenue project. Motion Carried.

Councilor Castonia presented the Monthly Police Activity Report.

Councilor Holman presented the June Building, Zoning and Enforcement report. Councilor Holman then recognized Code Enforcement Officer Jerry Welton and thanked him for doing a great job.

His Honor Mayor Henderson presented the appeal of the FOIA decision by Toni Swiger for the "Baby Kate Investigation." Toni Swiger has not provided any additional information based on the adjournment of the last City Council meeting. City Attorney Wilson stated that the initial denial of the FOIA decision was as the result of an ongoing law enforcement investigation, and both Police Chief Barnett and Prosecuting Attorney Spaniola had advised the City that the release of the information would deprive someone of their due process right to a fair trial. The request was also made for the release of any polygraphs, if any, and City Attorney Wilson stated that they are prohibited by law

from releasing these records, if any. City Attorney Wilson stated this is an identical FOIA request as had been submitted by Tom Rotta in an earlier meeting. Moved by Councilor Holman, seconded by Councilor Marrison, to affirm the FOIA Coordinator's decision to deny Toni Swiger's FOIA request dated June 27, 2012. Motion Carried.

His Honor Mayor Henderson then presented the FOIA decision in regards to the marina incident requested by Tom Rotta. City Attorney Wilson explained that Police Chief Barnett has indicated that there is an ongoing investigation on the Marina incident. Dr. Keen, Medical Examiner, did release documents and so the City did not have any further basis not to release the records that were released by the medical examiner and these records were then released. Police Chief Barnett explained that there have been a number of conditions that have prevented the department from closing this case. The Ludington Police Department has the responsibility to determine what has caused the death and he is hoping that the case will be closed in less than 60 days. Police Chief Barnett stated that as of today, this is still an ongoing investigation. Moved by Councilor Holman, seconded by Councilor Castonia, to affirm the FOIA Coordinator's decision to deny Tom Rotta's FOIA request dated July 7, 2012. Councilor Castonia stated that Tom Rotta wore a Ludington Fire Department t-shirt tonight and he is not a member of the Ludington Fire Department. Motion Carried.

Councilor Castonia commented that he is tired of the time and cost to the City for the amount of the FOIA requests from Tom Rotta. The name calling and insults that Tom Rotta gives the City is irritating. If Tom Rotta wants to be treated with respect he should treat the City officials with respect. Councilor Holman agreed with this comment and she stated that the City needs to know how much time and money these FOIA requests are costing the City and she resents this.

His Honor Mayor Henderson commented that Budde Reed and the Anheuser Busch team will be bringing the Clydesdale horses to Ludington for 5 days in August. The City is very gracious to Budde Reed for this arrangement. The horses will be down at the west end of Ludington Avenue from 5-7 p.m. on August 10th.

His Honor Mayor Henderson commented that some of the City Councilors have met with the Michigan Department of Transportation representatives to discuss Ludington Avenue and how to develop outdoor eateries. He then took Council through an idea that he was exploring on how to get these eateries downtown. He drew a picture of what is being envisioned with the idea of the outdoor eateries. To try to accommodate these eateries they are developing a temporary bump out in front of the establishments who would then give up the parking in front of their facility. These bump outs would be made out of composite board and wolmanized and installed in the spring and taken out in the fall. Councilor Holman questioned whether these bump outs would be ramped for ADA compliance. His Honor Mayor Henderson stated that the bump out would be smooth to the curb. Councilor Rathsack questioned whether an automobile will be abutting both sides of this bump out. It was stated that this would happen. This will be offered to individual businesses with the cost of installation and removal being charged to the businesses.

Councilor Holman reminded everyone of the concert at Waterfront Park on July 28th.

His Honor Mayor Henderson thanked Heather Venzke-Tykoski, Brandy Henderson, Jackie Steckel and Dawn Evans for their efforts on the first two Friday Night Live events.

Councilor Holman publicly thanked Jerry Welton and Jackie Steckel for the work they did on the fishing tournament.

Moved by Councilor Holman, seconded by Councilor Taranko, that the meeting be adjourned. So carried at 7:17 p.m.

Deborah L. Luskin, CMC

City Clerk

"Resolution For Payment of Bills"

TO HIS HONOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL

AND PAYMENT IS HEREBY RECOMMENDED. THE FOLLOWING ACCOUNTS HAVE BEEN EXAMINED BY YOUR FINANCE COMMITTEE

FOR THIS PERIOD CAN BE APPROVED AND ORDERS DRAWN ACCORDING TO THE	THEREFORE THE FINANCE REPORT WITH TOTAL EXPENDITURES IN THE AMOUNT OF	TOTAL EXPENDITURES SINCE 07/23/2012, ARE	TOTAL ACCOUNTS PAYABLE FOR THIS PERIOD:
	⇔	₩	₩
	582,269.23	332,220.40	250,048.83

CITY CHARTER AND I SO MOVE.

INVOICE DISTRIBUTION REPORT FOR THE CITY OF LUDINGTON CHECKS DATED FROM 07/24/2012 - 08/13/2012 GENERAL FUND

FOR THE CITY COUNCIL MEETING TO BE HELD ON AUGUST 13, 2012

000	000	000	000	000	FUND: 493 DDA OPERATING		000	000	000	000	FUND: 211 SENIOR		000	000	000	FUND: 208 RECREAT		000	000	000	FUND: 203 LOCAL S		451	000	000	000	FUND: 202 MAJOR S		753	751	528	441	336	276	265	253	253	215	215	000	000	000	000 TOT GENERAL	Dept
802-000	004-000	002-100	002-100	002-100	RATING FUND		923-000	002-100	002-100	002-100	CENTER FUND		002-100	002-100	002-100	RECREATION FUND		002-100	002-100	002-100	STREETS FUND		970-000	002-100	002-100	002-100	STREETS FUND		853-000	921-000	740-900	722-000	853-000	923-000	923-000	727-000	727-000	727-000	727-000	651-300	002-100	002-100	002-100	Account
LANGE, GARY	ROGERS, LINDA J	CITY OF LUDINGTON		OF.			DTE ENERGY	CITY OF LUDINGTON	CITY OF LUDINGTON	CITY OF LUDINGTON			Ç	CITY OF LUDINGTON	CITY OF LUDINGTON			CITY OF LUDINGTON	CITY OF LUDINGTON	CITY OF LUDINGTON			HALLACK CONTRACTING INC	CITY OF LUDINGTON	유	CITY OF LUDINGTON			FRONTIER	CONSUMERS ENERGY	ALLIED WASTE SERVICES INC #239	LINDBLOOM, LEO	FRONTIER	DTE ENERGY	DTE ENERGY	ROGERS, LINDA J	ROGERS, LINDA J	ROGERS, LINDA J	PITNEY BOWES	ROGERS, LINDA J	CITY OF LUDINGTON	CITY OF LUDINGTON	CITY OF LUDINGTON	Payee
FNL PERFORMER	PETTY CASH - FARMER'S MARKET	PAYROLL WEEK ENDING 08/04/2012	WEEK ENDING	WEEK ENDING		Total for fund 211 SENIOR CENTER FUND	UTILITIES - GAS	PAYROLL WEEK ENDING 08/04/2012	PAYROLL WEEK ENDING 07/28/2012	PAYROLL WEEK ENDING 07/21/2012		Total for fund 208 RECREATION FUND	PAYROLL WEEK ENDING 08/04/2012	PAYROLL WEEK ENDING 07/28/2012	PAYROLL WEEK ENDING 07/21/2012		Total for fund 203 LOCAL STREETS FUND	PAYROLL WEEK ENDING 08/04/2012	٠.	PAYROLL WEEK ENDING 07/21/2012		Total for fund 202 MAJOR STREETS FUND	DOWLAND ST PROJECT	PAYROLL WEEK ENDING 08/04/2012	PAYROLL WEEK ENDING 07/28/2012	PAYROLL WEEK ENDING 07/21/2012		Total for fund 101 GENERAL FUND	TELEPHONE	UTILITIES - ELECTRIC	YARD WASTE CONTAINERS PG'S 38	CDL LICENSE	TELEPHONE	UTILITIES - GAS	UTILITIES - GAS	MEMBERSHIP DUES / DEPOSIT	EXPANDING FILES	POSTAGE	POSTAGE REFILL	BOAT RAMP REFUND	PAYROLL WEEK ENDING 08/04/2012	PAYROLL WEEK ENDING 07/28/2012	PAYROLL WEEK ENDING 07/21/2012	Description
100.00	100.00	199.16	139.94	172.24	11000	6,741.18	126.00	2,205.06	2,205.05	2,205.07		18,459.02	2,020.22	11,336.54	5,102.26		5,281.07	1,354.68	1,817.69	2,108.70		63,385.85	58,457.38	1,760.90	1,610.24	1,557.33		102,550.80	50.38	22.47	180.00	48.00	78.18	31.21	55.40	6.00	4.99	0.45	2,001.00	10.00	33,011.89	32,753.19	34,297.64	Amount

000	000	000	000		000	FUND: 661 MOTOR E		000	000	000	000	FUND: 594 MUNICIPAL		527	527	527	527	527	527	527	000	000	000	000	FUND: 592 SEWER M		556	556	556	556	556	000	000	000	000	000	FUND: 591 WATER M		000	000	000	000	FUND: 508 CARTIER		000	000	000	Dept
956-000	923-000	002-200	002-100	002-100	002-100	POOL FUND	0	740-000	002-100	002-100	002-100	AL MARINA FUND		923-100	923-000	921-000	853-000	853-000	853-000	740-000	970-801	002-100	002-100	002-100	SEWER MAINTENANCE &		740-000	740-000	740-000	740-000	740-000	970-801	923-000	002-100	002-100	002-100	WATER MAINTENANCE &		740-000	002-100	002-100	002-100	PARK CAMPGROUND FUND		921-000	853-000	802-000	Account
ROGERS, LINDA O		CITY OF LODINGTON	CITY OF LODINGTON		CITY OF LUDINGTON			E E	CITY OF LUDINGTON	CITY OF LUDINGTON	CITY OF LUDINGTON	1 D			DTE ENERGY	CONSUMERS ENERGY	FRONTIER	FRONTIER	FRONTIER	PITNEY BOWES	HALLACK CONTRACTING INC	CITY OF LUDINGTON	CITY OF LUDINGTON	CITY OF LUDINGTON	WASTEWATER FUND		ROGERS, LINDA J	ROGERS, LINDA J	ROGERS, LINDA J	ROGERS, LINDA J	PITNEY BOWES	HALLACK CONTRACTING INC	DTE ENERGY	CITY OF LUDINGTON	CITY OF LUDINGTON	CITY OF LUDINGTON	WATER FUND			CITY OF LUDINGTON	CITY OF LUDINGTON	CITY OF LUDINGTON	DUND FUND		CONSUMERS ENERGY	FRONTIER	DVORAK, MARK	Payee
Total for fund 661 MOTOR POOL FUND	;	1			PAYROLL WEEK ENDING 07/21/2012		r fund 59	1/2 DOWN - CHARTER BOAT SIGN	PAYROLL WEEK ENDING 08/04/2012	PAYROLL WEEK ENDING 07/28/2012	PAYROLL WEEK ENDING 07/21/2012		1	GAS - WWTP	UTILITIES - GAS - LIFT STATION	UTILITIES - ELECTRIC - LIFT STATION	TELEPHONE	TELEPHONE	TELEPHONE	MAIL WATER / SEWER BILLS	DOWLAND ST PROJECT	PAYROLL WEEK ENDING 08/04/2012	PAYROLL WEEK ENDING 07/28/2012	PAYROLL WEEK ENDING 07/21/2012		Total for fund 591 WATER MAINTENANCE & WATER FUND	SHIPPING CHARGES	SHIPPING CHARGES	SHIPPING CHARGES	SHIPPING CHARGES	MAIL WATER / SEWER BILLS	DOWLAND ST PROJECT	UTILITIES - GAS	PAYROLL WEEK ENDING 08/04/2012	PAYROLL WEEK ENDING 07/28/2012	PAYROLL WEEK ENDING 07/21/2012		fund 508	REIMBURSE LIGHTER FLUID	PAYROLL WEEK ENDING 08/04/2012	PAYROLL WEEK ENDING 07/28/2012	PAYROLL WEEK ENDING 07/21/2012		Total for fund 493 DDA OPERATING FUND	UTILITIES - ELECTRIC	TELEPHONE	SUNSET CELEBRATION PERFORMANCE	Description
12,978.41	33.00	10.00	4 245 F1	4.225.93	4,426.29		17,971.06	1,630.00	5,400.09	5,437.79	5,503.18		FUND 36,434.36	210.00	42.05	85.76	35.68	68.62	43.60	169.96	13,640.05	7,469.56	7,300.90	7,368.18		61,075.67	15.60	11.16	9.90	9.24	169.96	25,331.53	40.19	11,209.82	11,727.83	12,550.44		6,297.97	4.65	2,161.29	2,157.52	1,974.51		1,045.01	78.00	55.67	200.00	Amount PAGE 2

INVOICE DISTRIBUTION REPORT FOR THE CITY OF LUDINGTON CHECKS DATED FROM 08/13/2012 TO 08/13/2012 GENERAL FUND

FOR THE CITY COUNCIL MEETING TO BE HELD ON AUGUST 13, 2012

101-1/2-864-000	101-172-853-100	101-172-853-000	101-172-853-000	101-172-853-000	101-172-853-000	101-172-853-000	101-172-853-000	101-172-853-000	101-172-801-000	101-172-728-000	101-172-727-000	101-172-727-000	101-172-727-000	172-	Dept 172 MANAGER'S		101-101-956-000	101-101-956-000	101-101-860-000	101-101-860-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-101-853-000	101-	Dept 101 CITY COUNCIL &		101-000-355-300	101-000-111-000	101-000-111-000	101-000-068-100	Fund 101 GENERAL F	umber
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THE LINCOLN NATIONAL LIFE INS	THE LINCOLN NATIONAL LIFE INS DISJACKPINE BUSINESS CENTER ENV NEW LIFE CARTRIDGES INC BRITTON, EDWARD BRITTON, EDWARD Total For Dept 257 ASSESSOR & BUILDING BRIGGS TRUE VALUE HARDWARE ELECTION SOURCE MICHIGAN ELECTION RESOURCES NAZTEC INTERNATIONAL GROUP LLC WAL-MART COMMUNITY MCDONALD'S BAKERY INC Total For Dept 262 ELECTIONS	Vendor THE LINCOLN NATIONAL LIFE INS DI HANSEN, GERRY L JACKPINE BUSINESS CENTER JACKPINE BUSINESS CENTER NEW LIFE CARTRIDGES INC PITNEY BOWES STAPLES BUSINESS ADVANTAGE MICHIGAN OFFICE SOLUTIONS CHARTER COMMUNICATIONS CHARTER COMMUNICATIONS TOTAL FOR Dept 215 CLERK'S OFFICE THE LINCOLN NATIONAL LIFE INS REEDS MORTENSEN, MARY TOTAL FOR Dept 253 TREASURER'S OFFICE
	DISABILITY / LIFE INS - AUGUST ENVELOPES TONER CARTRIDGES BUILDING INSPECTIONS W/E 08/06/12 BUILDING INSPECTIONS W/E 07/23/12 DING INSPECTOR'S OFFICE BATTERIES ELECTION SIGNS BALLOT CERTIFICATES LED LIGHTS LED LIGHTS ELECTION TRAINING ELECTION TRAINING	Invoice Description DISABILITY / LIFE INS - AUGUST HEALTH INSURANCE REIMBURSE ENVELOPES PADS OF PAPER/BINDER CLIPS/STAPLES/TAPE TONER/INK CARTRIDGES MAIL MACHINE LEASE (JAN FEB MAR) LABELS COPIER MAINTENANCE (08/01-11/01) TELEPHONE/INTERNET SERVICES 457 PLAN MEETING DISABILITY / LIFE INS - AUGUST HEALTH INSURANCE REIMBURSE ICE
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Dept 302 POL CLER/SP 101-302-719-000 F 101-302-719-100 B	Dept 301 POLICE DE 101-301-719-000 101-301-719-100 101-301-719-100 101-301-719-100 101-301-719-100 101-301-719-100 101-301-719-200 101-301-740-000	GL Number 101-268-740-000 101-268-802-000 101-268-802-000 101-269-802-000 Dept 269 CITY PROP 101-269-802-000 101-276-719-000 101-276-740-000 101-276-740-000 101-276-853-000 101-276-853-100 101-276-930-000 101-276-930-000
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DISABILITY / LIFE INS - AUGUST HEALTH INSURANCE REIMBURSE POL/PK RNGRS	DISABILITY / LIFE INS - AUGUST DISABILITY / LIFE INS - AUGUST HEALTH INSURANCE REIMBURSE DENTAL REIMBURSEMENT SAFE REPLACEMENT BATTERY PIN PLEAT/ANGLE FILTER/ALUMINUM ANGLE PHONE MESSAGE BOOK GUN CONDITIONER//TARGETS HOTEL - EXPERT IN CASE CLOTHING REIMBURSEMENT UNIFORM CLOTHING COPIER MAINTENANCE (07/01-10/01) MEMBERSHIP LAWN MOWING TELEPHONE - LONG DISTANCE CELL PHONE BILLING TRANSPORTATION CLOCK	Invoice Description PLANT FOOD TREE DISEASE CONTROL LAWN MOWING DOWNTOWN LAWN MOWING LAWN MOWING LAWN MOWING DISABILITY / LIFE INS - AUGUST MEMORIAL MARKERS SAFETY GLASSES / HAT TELEPHONE/INTERNET SERVICES CELL PHONE BILLING BATTERIES/LUMBER BATTERIES/LUMBER
9.37 75.00 84.37	149.24 11.96 200.00 100.00 121.07 200.00 200.00 131.00 651.00 19.45 (15.03) 5.99 138.72 96.60 321.08 95.09 374.00 463.74 60.00 19.69 313.98 79.80 16.08	Amount PAGE 3 10.00 416.00 120.00 554.80 115.00 115.00 115.00 115.00 13.36 142.47 158.02 28.06 13.27 53.62 1,995.56

3,296.25 900.00 700.00 700.00 1,040.00 850.00	REMOVE/REPLACE SIDEWALK @ 316 GAYLORD REMOVE/REPLACE SIDEWALK @ 319 GAYLORD REMOVE/REPLACE SIDEWALK @ 4TH ST REMOVE/REPLACE SIDEWALK @ GEORGE/DANAHER REMOVE/REPLACE SIDEWALK @ 307 DELIA REMOVE/REPLACE SIDEWALK @ 210 WASHINGTON REMOVE/REPLACE SIDEWALK @ 205 DANAHER	SPULLER CONCRETE	CONSTRUCTION CONTRACTUAL SERVICES-VOL CONTRACTUAL SERVICES-VOL HANDICAPPED RAMP HANDICAPPED RAMP HANDICAPPED RAMP CONTRACTUAL SERVICES-SELL CONTRACTUAL SERVICES-SELL	Dept 444 SIDEWALK 101-444-802-000 101-444-802-000 101-444-802-200 101-444-802-200 101-444-802-200 101-444-802-300 101-444-802-300
1,048.75 212.50 220.00 500.00 65.62 2.29 2.4.66 2,679.87	REMOVE/REPLACE SIDEWALK @ 211/213 MELEND REMOVE/REPLACE SIDEWALK @ 320 N DELIA LAWN MOWING CODE ENFORCEMENT MOWING CELL PHONE BILLING GRASS SEED FERTILIZER SERVICES	SPULLER CONCRETE SPULLER CONCRETE WEST SHORE BANK WEST SHORE BANK VERIZON WIRELESS BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE Total For Dept 441 DPW/MUNICIPAL S		101-441-802-000 101-441-802-000 101-441-802-000 101-441-802-000 101-441-853-100 101-441-930-000 101-441-930-000
109.94 28.34 15.27 46.86 55.89 125.00 109.97 77.30 37.48	DISABILITY / LIFE INS - AUGUST FIRST AID SUPPLIES LAWN RAKES ROUNDUP LEVEL/TAPE MEASURE CLOTHING ALLOWANCE SAFETY VEST LAMINATING POUCHES COUPLINGS/CLAMPS	THE LINCOLN NATIONAL LIFE INS AMERICAN SAFETY AND FIRST AID BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE DAUGHERTY, DAVID E FASTENAL COMPANY USI EDUCATION & GOVERNMENT SALES BRYANT IRRIGATION	441 DPW/MUNICIPAL SERVICES 141-719-000 FRINGE BENEFITS 141-740-000 OPERATING SUPPLIES 441-740-000 OPERATING SUPPLIES	Dept 441 DPW/MUNIC 101-441-719-000 101-441-740-000 101-441-740-000 101-441-740-000 101-441-740-000 101-441-740-000 101-441-740-000 101-441-740-000 101-441-740-000 101-441-740-000
240.00 319.00 24.00 1,238.50 1,238.50 1,525.00 45.00 0.13 30.00 30.00 30.00 77.70 65.97 22.95 27.14 75.00 40.35	WATER RETRIEVAL POUCH HATS UNIFORM EMBROIDERY ENVIRONMENTAL REVIEW - 920 E TINKHAM ALARM MONITORING SYSTEM (09/01-11/30) REPAIR/REPLACED DAMAGED GARAGE DOOR LAWN MOWING TELEPHONE - LONG DISTANCE TELEPHONE REIMBURSEMENT TELEPHONE REIMBURSEMENT TELEPHONE BILLING VEST DUCT TAPE NOZZLE/SIMPLE GREEN/SOAP REPAIR FACSIA MAYOR EXCHANGE/POLICE INCIDENT		ARTMENT OPERATING SUPPLIES CLOTHING ALLOWANCE CLOTHING ALLOWANCE PROFESSIONAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE REPAIRS, MAINT. & SUPPLIES REPAIRS INCIDENT	Dept 336 FIRE DEPARTMENT 101-336-740-000 OPERA 101-336-744-000 CLOTH 101-336-744-000 CLOTH 101-336-801-000 PROFE 101-336-802-000 CONTR 101-336-802-000 CONTR 101-336-853-000 TELEF 101-336-853-000 TELEF 101-336-853-000 TELEF 101-336-930-000 REPAI 101-336-930-000 REPAI 101-336-930-000 REPAI 101-336-930-000 REPAI 101-336-930-000 REPAI 101-336-930-000 REPAI
Amount PAGE 4 40.85	Invoice Description GUN BELTS OFFICERS	Vendor CMP DISTRIBUTORS INC Total For Dept 303 SEPECTAL BOLLCE	Invoice Line Desc POLICE OFFICERS CLOTHING ALLOWANCE & EQUIPM	GL Number Dept 303 SPECIAL E 101-303-744-000

GI. Number	Invoice Line Desc	Vendor	Invoice Description	Amount PAGE 5
101-444-802-300	CONTRACTUAL SERVICES-SELL	SPULLER CONCRETE	REMOVE/REPLACE SIDEWALK @ 305 FOSTER	815.00
101-444-802-300	CONTRACTUAL SERVICES-SELL		REPLACE SIDEWALK @ 320	645.00
101-444-802-300			/REPLACE	382.50
101-444-802-300			REMOVE/REPLACE SIDEWALK @ 304 E COURT	340.00
101-444-802-300	CONTRACTUAL SERVICES-SELL	SPULLER CONCRETE	REMOVE/REPLACE SIDEWALK @ 509 E PM	127.50
101-444-802-300	CONTRACTUAL SERVICES-SELL	SPULLER CONCRETE	REMOVE/REPLACE SIDEWALK @ 508 E PM	402.50
101-444-802-300	CONTRACTUAL SERVICES-SELL	SPULLER CONCRETE	REMOVE/REPLACE SIDEWALK @ 508 N DELIA	985.00
		Total For Dept 444 SIDEWALK CONSTRUCTION	UCTION	12,016.25
Dept 448 STREET LI	LIGHTING = EIECTBIC	CONSTRADO ENERGY	91 97-98	702 09
101-448-921-000	ı		ELECTRIC	8,271.10
		Total For Dept 448 STREET LIGHTING		8,973.19
Dept 528 GARBAGE &	RUBBISH			
101-528-740-900	ALLIED YARD WASTE SUPPLIES	ALLIED WASTE SERVICES INC #239 Y Total For Dept 528 GARBAGE & RUBBISH	YARD WASTE CONTAINER PG # 39 SH	60.00
Dept 728 ECONOMIC	& COMMUNITY DEVELOPMENT		•	
101-728-719-000	FRINGE BENEFITS OFFICE SUPPLIES	THE LINCOLN NATIONAL LIFE INS	DISABILITY / LIFE INS - AUGUST RECORDINGS/COPIES	11.45 20.00
101-728-801-000	CO.	PC	D.	400.00
		Total For Dept 728 ECONOMIC & COMM	COMMUNITY DEVELOPMENT	431.45
Dept 751 PARKS DEI	DEPARTMENT			
101-751-719-000		THE LINCOLN NATIONAL LIFE INS	DISABILITY / LIFE INS - AUGUST	16.76
101-751-740-000			PORTABLE RESTROOMS	780.00
101-751-740-000		ASONS	PORTABLE RESTROOMS	70.00
101-751-740-000	OPERATING SUPPLIES	LANDSCAPE FORMS INC	BENCHES/REPLACEMENT BOARDS	4,290.00
101-751-802-000			TREE DISEASE CONTROL	825.00
101-751-802-000			Ħ	1,306.25
101-751-802-000	CONTRACTUAL SERVICES	SPULLER CONCRETE	REMOVE/REPLACE SIDEWALK @ CITY PARK	318.75
101-751-802-000	CONTRACTUAL SERVICES	WEST SHORE BANK	LAWN MOWING	2,395.00
101-751-921-000	UTILITIES - ELECTRIC	CONSUMERS ENERGY	ELECTRIC	27.27
101-751-923-000	UTILITIES - GAS	DTE ENERGY	GAS	58.80
101-751-923-000		ERGY	GAS	52.60
101-751-930-000	REPAIRS, MAINT. & SUPPLIES	TRUE VALUE		9.93
101-751-930-000	MAINT. &	TRUE VALUE	NOZZLE/CHAINS	125.42
101-751-930-000	MAINT. &	TRUE VALUE	BULBS	21.73
101-751-930-000	MAINT. &	TRUE VALUE	CORNERS/FRAME/ROLLERS/HANDLE/SPLINE	81.25
101-751-930-000	MAINT. &	S TRUE VAI	BOLTS/SCREWS/WASHERS	9.45
101-751-930-000	MAINT. &	BUSINESS	STAPLES	23.18
101-751-930-000	MAINT. &	- 0		18.92
101-751-930-000	REPAIRS, MAINT. & SUPPLIES	GTON PLUMBING CORP	WATER CLOSET SEAT	10 534 59
		Total For Dept 751 PARKS DEPARTMENT	H	10,534.59
Dept 756 LAUNCHING	RAMPS		* * * * * * * * * * * * * * * * * * * *	
		HICH CHICAT TANK	TAGIN MOSTRIC	33m 00

101-756-802-000

CONTRACTUAL SERVICES

WEST SHORE BANK

LAWN MOWING

225.00

420.00 167.75 121.84 35.00 6.98	PORTABLE RESTROOMS BASEBALL MEDALS REIMBURSE - POOL SUPPLIES PRINTING ON SHIRTS NYLON TWINE	EASONS ENGRAVING & AWARDS R, D'ANN GTON MONKEY BUSINESS LLC S TRUE VALUE HARDWARE S TRUE VALUE HARDWARE	ON FUND OPERATING SUPPLIES SOFTBALL SUPPLIES POOL EXPENSES JERSEYS/SHIRTS NON PAY PROG REPAIRS, MAINT. & SUPPLIES	Fund 208 RECREATION Dept 000 208-000-740-000 208-000-742-000 208-000-744-000 208-000-930-000
67.75 67.75	SIGNS E/SIGNS	DORNBOS SIGN & SAFETY INC Total For Dept 475 TRAFFIC SERVICE/SIGNS Total For Fund 203 LOCAL STREETS FUND	SERVICE/SIGNS ROAD MATERIAL & SUPPLIES	Dept 475 TRAFFIC: 203-475-782-000
350.63 87.78 39.60 33.00 74.10 2,940.00 3,525.11	TRAP ROCK TRAP ROCK GRAVEL MIX READY MIX GRAVEL PATCHING PATCHING NANCE	GREAT LAKES MATERIALS INC GREAT LAKES MATERIALS INC LUDINGTON CONCRETE PRODUCTS LUDINGTON CONCRETE PRODUCTS RIETH-RILEY CONSTRUCTION CO INC	MAINTENANCE ROAD MATERIAL & SUPPLIES ROAD MATERIAL & SUPPLIES	Fund 203 LOCAL STREETS Dept 464 SURFACE MAINTI 203-464-782-000 ROA 203-464-782-000 ROA 203-464-782-000 ROA 203-464-782-000 ROA 203-464-782-000 ROA 203-464-802-000 CON
7,723.80	FUND	Total For Fund 202 MAJOR STREETS F		
387.60 387.60	ELECTRIC S	CONSUMERS ENERGY Total For Dept 494 TRAFFIC SIGNALS	SIGNALS UTILITIES - ELECTRIC	Dept 494 TRAFFIC: 202-494-921-000
67.74 67.74	SIGNS E/SIGNS	DORNBOS SIGN & SAFETY INC SIGNS Total for Dept 475 TRAFFIC SERVICE/SIGNS	SERVICE/SIGNS MATERIALS & SUPPLIES	Dept 475 TRAFFIC: 202-475-782-000
74.10 200.00 274.10	PATCHING STORM SEWER REPAIR HARRISON FITCH NANCE	RIETH-RILEY CONSTRUCTION CO INC PAT SPULLER CONCRETE STOTAL FOR Dept 464 SURFACE MAINTENANCE	MAINTENANCE ROAD MATERIALS & SUPPLIES CONTRACTUAL SERVICES	Dept 464 SURFACE 202-464-782-000 202-464-802-000
3,500.00 3,494.36 6,994.36	C WASHINGTON GEO SUB GEOTECH C WASHINGTON BRIDGE TS&L SURFACING	FISHBECK THOMPSON CARR & HUBER INC FISHBECK THOMPSON CARR & HUBER INC Total For Dept 451 CONSTRUCTION & S	REETS FUND TION & SURFACING ENGINEERING EXPENSES ENGINEERING EXPENSES	Fund 202 MAJOR STREETS Dept 451 CONSTRUCTION & 202-451-821-000 ENGI 202-451-821-000 ENGI
55,186.19		Total For Fund 101 GENERAL FUND		
16.63 16.63 258.26	LOCKS PADLOCK S	BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE Total For Dept 756 LAUNCHING RAMPS	REPAIRS & MAINT. SUPPLIES	101-756-930-000 101-756-930-000

	Fund 495 WATCHCASE Dept 000 495-000-802-000		493-000-802-000 493-000-802-000 493-000-802-000 493-000-900-000 493-000-900-000	Pund 493 DDA OPERATING Dept 000 493-000-740-000 OPE 493-000-740-000 SIG 493-000-740-000 OPE 493-000-740-000 OPE 493-000-740-100 SIG 493-000-802-000 CON		Fund 404 WEST LUDIN Dept 000 404-000-740-000		Fund 211 SENIOR CENTER Dept 000 211-000-212-000 211-000-719-000 211-000-802-000 211-000-853-000 211-000-927-000 211-000-930-000		GL Number 208-000-930-000 208-000-930-000 208-000-930-000 208-000-930-000
	CONTAMINATION FUND CONTRACTUAL SERVICES		ਚ ਚ	ING FUND OPERATING SUPPLIES SIGNS OPERATING SUPPLIES OPERATING SUPPLIES SIGNS SIGNS CONTRACTUAL SERVICES		LUDINGTON AVE IMPROVEMENT PROJ FUND		CENTER FUND DUE TO OTHER GOV. UNITS FRINGE BENEFITS CONTRACTUAL SERVICES TELEPHONE UTILITIES - WATER REPAIRS, MAINT. & SUPPLIES		Invoice Line Desc REPAIRS, MAINT. & SUPPLIES REPAIRS, MAINT. & SUPPLIES REPAIRS, MAINT. & SUPPLIES
Total For Fund 495 WATCHCASE CONT	PUMP ENGINEERING & SUPPLY INC	Total For Fund 493 DDA OPERATING	CUSTER BOOTSCOOTERS LARSEN'S LANDSCAPING LLC LUDINGTON CONCRETE PRODUCTS KWIK PRINT PLUS OF LUDINGTON SHORELINE MEDIA INC Total For Dept 000	ALL SEASONS FIRST NATIONAL BANK OMAHA STAPLES CREDIT PLAN WAL-MART COMMUNITY FIRST NATIONAL BANK OMAHA AMERICAN LEGION	Total For Fund 404 WEST LUDINGTON AVE	D STAPLES CREDIT PLAN Total For Dept 000	Total For Fund 211 SENIOR CENTER	LUDINGTON MASS TRANSPORTATION AUTH THE LINCOLN NATIONAL LIFE INS CHARTER COMMUNICATIONS CHARTER COMMUNICATIONS CITY OF LUDINGTON WAL-MART COMMUNITY Total For Dept 000	Total For Fund 208 RECREATION FUND	Vendor BRIGGS TRUE VALUE HARDWARE LUDINGTON PAINT & GLASS LUDINGTON PAINT & GLASS LUDINGTON PAINT & GLASS TOTAL FOR Dept 000
CONTAMINATION FUND	WORK ON MONITORNING WELL	FUND		PORTABLE RESTROOMS MAYOR'S EXCHANGE/SIGNS MOUNTING EPSON SALT/DUCT TAPE/CHAULK MAYOR'S EXCHANGE/SIGNS STAGE - FNL	AVE IMPROVEMENT PROJ FUND	LAMINATE DRAWING	FUND	I DIAL A RIDE TOKENS DISABILITY / LIFE INS - AUGUST CABLE SERVICES TELEPHONE/INTERNET SERVICES WATER CLEANING SUPPLIES		Invoice Description WASP/HORNET SPRAY ROLLER FRAME/PAINT TRAY/ROLLER COVER PAINT TRAYS/PAINT PAINT
6,347.41	6,347.41 6,347.41	1,428.55	100.00 481.00 13.20 41.27 250.00 1,428.55	140.00 136.81 2.99 26.48 136.80	167.98	167.98 167.98	436.64	200.00 20.56 5.99 103.56 51.60 54.93 436.64	948.99	Amount PAGE 7 13.98 21.91 74.66 74.88 948.99

83.33 250.00 50.00 1,380.09				
289.20 69.26 (72.25)	ARCH STOP BOXES PVC BUSHINGS BUSHINGS HOLE SAW/PILOT DRILL SENSUS METERS SENSUS METERS	ETNA SUPPLY COMPANY TOTAL FOR Dept 000	REPAIRS, MAINT. & SUPPLIES REPAIRS, MAINT. & SUPPLIES REPAIRS, MAINT. & SUPPLIES REPAIRS, MAINT. & SUPPLIES METERS & HYDRANTS METERS & HYDRANTS	591-000-930-000 591-000-930-000 591-000-930-000 591-000-930-000 591-000-982-000 591-000-982-000
13.10 29.72 2.54 8.82 20.11 16.65 95.01	NUT/RECEIVING PIN AIR TANK/NYLON ROPE LAMP/BULBS COLD CHISEL SCREWS/SCREWDRIVERS BATTERIES/SHOVEL COUPLINGS W/GASKETS	S TRUE	MAINT. &	591-000-930-000 591-000-930-000 591-000-930-000 591-000-930-000 591-000-930-000 591-000-930-000
36.07 200.00 100.00 16.36 52.50 80.54 4.51 34.62	DISABILITY / LIFE INS - AUGUST HEALTH INSURANCE REIMBURSE PORTABLE RESTROOMS FIRST AID SUPPLIES LAWN MOWING TELEPHONE/INTERNET SERVICES WATER BRUSHES/CRIMP WIRE/GRIT WHEEL	THE LINCOLN NATIONAL LIFE INS KOWATCH, JAMES ALL SEASONS AMERICAN SAFETY AND FIRST AID WEST SHORE BANK CHARTER COMMUNICATIONS CITY OF LUDINGTON BRIGGS TRUE VALUE HARDWARE	INTENANCE & WATER FUND FRINGE BENEFITS BC/BS-EMPLOYEE REIMBURSE OPERATING SUPPLIES OPERATING SUPPLIES CONTRACTUAL SERVICES TELEPHONE UTILITIES - WATER REPAIRS, MAINT. & SUPPLIES	Fund 591 WATER MAINTENANCE Dept 000 591-000-719-000 FRINGE 591-000-719-100 BC/BS-E 591-000-740-000 OPERATI 591-000-802-000 CONTRAC 591-000-853-000 TELEPHO 591-000-927-000 UTILITI 591-000-930-000 REPAIRS
2,751.91	CAMPGROUND FUND	CARTIER PARK		
27.00 199.54 80.98 30.00 40.50 56.69 15.00 495.00 303.75 472.50 49.99 190.00 85.67 511.24 138.45 22.25 21.22 12.13 2,751.91	REFUND SITE PAYMENT PAPER TISSUE/TOWELS SOAP/TOWELS/MOPHEAD COPIES CLEANERS TONER CARTRIDGES UNIFORM EMBROIDERY WOOD BUNDLES WOOD BUNDLES WOOD BUNDLES TELEPHONE/INTERNET SERVICES TELEPHONE/INTERNET SERVICES TELEPHONE/INTERNET SERVICES PROPANE FILL EXTENSION CORD/THREADLOCKER/LOCK NUMBERS/LETTERS/PAINT WIRE BRUSH/PVC CAP VALVE	WITTERIED, MARY EVERGREEN SOLUTIONS LLC EVERGREEN SOLUTIONS LLC JACKPINE BUSINESS CENTER LOWES BUSINESS ACCOUNT NEW LIFE CARTRIDGES INC SHIRT SHACK LUDINGTON OUTDOOR SERVICES LUDINGTON OUTDOOR SERVICES LUDINGTON OUTDOOR SERVICES CHARTER COMMUNICATIONS MISSION MANAGEMENT INFORMATION SYS CHARTER COMMUNICATIONS AMERIGAS BRIGGS TRUE VALUE HARDWARE	PARK CAMPGROUND FUND SITE RENTALS OPERATING SUPPLIES VENDING SUPPLIES REPAIR, MAINTENANCE, SUPPLIES	GL Number Fund 508 CARTIER P Dept 000 508-000-676-400 508-000-740-000 508-000-740-000 508-000-740-000 508-000-740-300 508-000-740-300 508-000-740-300 508-000-802-000 508-000-923-000 508-000-930-000 508-000-930-000 508-000-930-000 508-000-930-000

Fund 592 SEWER MAINTENANCE & Dept 000 592-000-719-000 FRINGE BEI 592-000-740-000 OPERATING 592-000-802-000 CONTRACTU		91-556-930-000 91-556-930-000 91-556-930-000 91-556-930-000	591-556-930-000 REPAIRS 591-556-930-000 REPAIRS 591-556-930-000 REPAIRS 591-556-930-000 REPAIRS		591-556-930-000 REPAIRS,	91-556-930-000 91-556-930-000	591-556-930-000 REPAIRS, 591-556-930-000 REPAIRS,					591-556-853-000 TELEPHONE 591-556-853-000	591-556-802-000 CONTR	591-556-740-000 OPERATING		591-556-740-000 OPERATING	591-556-740-000 OPERATING		591-556-740-000 OPERATING 591-556-740-000 OPERATING	GL Number Invoi 591-556-740-000 OPERA
TENANCE & WASTEWATER FUND FRINGE BENEFITS OPERATING SUPPLIES CONTRACTUAL SERVICES CELLULAR PHONE		MAINT. & MAINT. & MAINT. & MAINT. &	RS, MAINT. & SUPPLIES RS, MAINT. & SUPPLIES RS, MAINT. & SUPPLIES RS, MAINT. & SUPPLIES	MAINT. &	RS, MAINT: & SUPPLIES RS, MAINT: & SUPPLIES	MAINT. &		MAINT. &	MAINT. &	1 1	TELEPHONE CELLULAR PHONE	HONE	CONTRACTUAL SERVICES	TING SUPPLIES		TING SUPPLIES	TING SUPPLIES		TING SUPPLIES	Invoice Line Desc OPERATING SUPPLIES
THE LINCOLN NATIONAL LIFE INS AMERICAN SAFETY AND FIRST AID WEST SHORE BANK VERIZON WIRELESS	Total For Fund 591 WATER MAINTENANCE	ELECTRIC ELECTRIC ELECTRIC ELECTRIC ELECTRIC FOr Dept 5	LUDINGTON PAINT & GLASS MEDLER ELECTRIC COMPANY MEDLER ELECTRIC COMPANY MEDLER ELECTRIC COMPANY	LUDINGTON PAINT & GLASS	BRIGGS INCE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE FASTENAL COMPANY	TRUE VALUE	VALUE VALUE	BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE	TRUE VALUE	DTE ENERGY	FRONTIER VERIZON WIRELESS	CHARTER COMMUNICATIONS	OUDBIER INSTRUMENT CO. WEST SHORE BANK	SHOP-N-SAVE FOOD CENTER	BUSINESS	JACKPINE BUSINESS CENTER	EVERGREEN SOLUTIONS LLC	BRIGGS TRUE VALUE HARDWARE	AMERICAN SAFETY AND FIRST AID AMERICAN WATER WORKS ASSOCIATION	Vendor ALEXANDER CHEMICAL CORPORATION
DISABILITY / LIFE INS - AUGUST FIRST AID SUPPLIES LAWN MOWING CELL PHONE BILLING	CE & WATER FUND	hu H	PAINT PIANO HINGE STEEL PIECE BELDON CABLE		HOSES SET TOOLS/DROP IN TOOLS	NUTS/BOLTS/WASHERS BOLTS/WASHERS	BOLTS/WASHERS BOLTS/WASHERS/SCREWS/NUTS	CHIP BRUSH FYE BOLT		GAS GAS	TELEPHONE CELL PHONE BILLING	TELEPHONE - LONG DISTANCE TELEPHONE SERVICES	MAINTENANCE AGREEMENT LAWN MOWING	ING CARTRIDGES CLEANING SUPPLIES	LABELS	MAGNETIC CLIP	TOWELS		FIRST AID SUPPLIES CERTIFICATION STUDY GUIDE	Invoice Description SODIUM HYPOCHLORITE
15.38 16.36 52.50 93.33	8,825.09	59.35 5.38 173.53 (113.01) 7,445.00	34.61 244.42 137.81 154.00	30.13 20.34	4.17 19.27	8.80 1.10	3.85	1 48	112.00	68.73 229.76	506.33 3.26	4.18 34.59	700.00 450.00	13.67	13.58	11.85 4.29	133.47	7.00	60.92 64.18	Amount PAGE 9 4,022.60

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Fund 594 MUNICIPAL Dept 000 594-000-719-000 594-000-740-000 594-000-740-000 594-000-740-000 594-000-740-000 594-000-740-100 594-000-740-100 594-000-740-100	592-527-927-000 592-527-930-000 592-527-930-000	592-527-801-000 592-527-802-000 592-527-802-000 592-527-853-000 592-527-853-000 592-527-853-100 592-527-853-100 592-527-853-100 592-527-853-100 592-527-853-100	Dept 527 592-527-719-000 592-527-740-000 592-527-740-000 592-527-740-000 592-527-740-000 592-527-740-000 592-527-740-000 592-527-740-000 592-527-740-000	GL Number 592-000-930-000 592-000-930-000 592-000-930-000 592-000-930-000 592-000-930-000 592-000-930-000 592-000-930-000
594 MUNICIPAL MARINA FUND 000 000 719-000 FRINGE BENEFITS 000-740-000 OPERATING SUPPLIES 000-740-100 ICE 000-740-100 ICE	UTILITIES - WATER REPAIRS, MAINT. & SUPPLIES REPAIRS, MAINT. & SUPPLIES	m m 12 12 2	FRINGE BENEFITS OPERATING SUPPLIES	Invoice Line Desc REPAIRS, MAINT & SUPPLIES
THE LINCOLN NATIONAL LIFE INS ALLARD'S ECOWATER SYSTEMS BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE NORTH WOODS SIGN SHOP INC SHOP-N-SAVE FOOD CENTER TRACTOR SUPPLY CO. ALLIN ICE COMPANY ALLIN ICE COMPANY ALLIN ICE COMPANY	CITY OF LUDINGTON WE BOBS ROOFING CO INC REMAIND RENTAL STATION STOTAL FOR DEPT 527 Total For Fund 592 SEWER MAINTENANCE	CHEMICAL BECK THOMI ELLECTRIC : EN'S LANDS EN'S LANDS RD JR, ROI URYLINK TIER TIER TIER OF LUDING OF LUDING	THE LINCOLN NATIONAL LIFE INS AMERICAN SAFETY AND FIRST AID BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE BRIGGS TRUE VALUE HARDWARE BRIGHAM'S OF LUDINGTON EVERGREEN SOLUTIONS LLC WEBB CHEMICAL SERVICE CORP.	Vendor BRIGGS TRUE VALUE HARDWARE ETNA SUPPLY COMPANY RIETH-RILEY CONSTRUCTION CO INC Total For Dept 000
DISABILITY / LIFE INS - AUGUST WATER BOTTLES / RETURNS BLEACH/FILTERS WEED KILLER/PIPE INSULATION/TANK SPRAYER PLANT TIES DECALS COFFEE PLASTIC SCOOP BLOCKS / BAGS OF ICE BLOCKS / BAGS OF ICE BLOCKS / BAGS OF ICE	WATER REPAIR ROOF SCAFFOLDING ICE & WASTEWATER FUND	CHLORIDE NPDES REN CHECK HEZ TREE DISE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE SEMINAR C WATER WATER	DISABILITY / LIFE INS - AUGUST FIRST AID SUPPLIES U - BOLT/WASHERS U - BOLT GASKET/ELECTRICAL TAPE SPARK PLUGS CONTACTS/CONDENSER/IGNITION COIL RED BUFFING PADS CHLORIDE SOLUTION	Invoice Description BRUSHES/CRIMP WIRE/GRIT WHEEL NUT/RECEIVING PIN AIR TANK/NYLON ROPE LAMP/BULBS BATTERIES/SHOVEL RISER RINGS PATCHING
10.25 14.00 8.71 58.31 1.16 70.00 21.57 7.98 325.00 220.00	125.20 3,317.00 22.26 13,877.20 17,252.18	4,443.66 632.50 55.00 364.00 30.00 1.19 41.17 35.42 45.00 230.00 9.00	55.86 25.47 1.51 1.94 23.05 15.92 41.76 4,340.54	Amount PAGE 10 34.61 13.10 29.72 2.54 16.64 500.80 2,600.00 3,374.98

Fund 650 TECHNOLOGY FUND			594-000-956-000 MISCELLANEOUS EXPENSES	594-000-930-000 REPAIRS, MAINT. &	REPAIRS, MAINT.	594-000-930-000 REPAIRS, MAINT. &	REPAIRS, MAINT.	REPAIRS,	REPAIRS, MAINT.		TELEPHONE	CONTRACTED	CONTRACTED		-000-751-100							594-000-751-100 DIESEL	594-000-751-100 DIESEL			594-000-751-000 GASOLINE	594-000-751-000 GASOLINE					594-000-751-000 GASOLINE	94-000-/51-000					594-000-751-000 GASOLINE	594-000-744-000 CLOTHING ALLOWANCE	CLOTI		594-000-740-100 ICE	
JAL SERVICES TERRAPIN NETWORKS TERRAPIN NETWORKS	Total For Fund 594 MUNICIPAL MARINA	Total for Dept 000	SHOP-N	SUPPLIES STANDARD LUMBER & SUPPLY LLC	SUPPLIES LUDINGTON PLUMBING CORP	SUPPLIES EVERGREEN SOLUTIONS LLC	EVERGREEN SO	SUPPLIES BRIGGS TRUE VALUE HARDWARE	S BRIGGS TRUE VALUE	SUPPLIES BRIGGS TRUE VALUE HARDWARE				PRO-MASTER C	BRENNER OIL COMPANY	BRENNER OIL COMPANY	1IO	OIL	TIO	TIO	JIO	OIL	BRENNER OIL COMPANY	OIL	TIO	BRENNER OIL COMPANY	BRENNER OIL COMPANY	OIL	TIO	OIL	011.	BRENNER OIL COMPANY			OIL	OIL	OIL	BRENNER OIL COMPANY	SHIRT SHACK		LUDINGTON MONKEY BUSINESS LLC	THE ICE BOX COMPANY INC	Vendor
DVD BURNER REPLACEMENT BACKUP DISC TELEPHONE/INTERNET SERVICES	INA FUND		PLATES/CONDIMENTS	GRAVEL MIX	SHOWER VALVE	TISSUE/TOWELS/HANDSOAP	PAPER TOWELS/TISSUE/BOWL CLEANER	BATH CADDY/FILTERS/NOZZLE/BLEACH	ANT KILLER/BLEACH	SHOWER HEAD	TELEPHONE/INTERNET SERVICES	LAWN MOWING	INSTALL NEW FENCE/GATE	CLEAN RESTROOMS	DIESEL PURCHASED	DIESEL PURCHASED				_	_		DIESEL FORCHASED			GASOLINE PURCHASED	GASOLINE PURCHASED	GASOLINE PURCHASED				GASOLINE FUNCHASED						GASOLINE PURCHASED	UNIFORM	UNIFORMS	UNIFORMS	ICE BAGS	Invoice Description
26.00 61.00 178.39	139,335.93	139,333.93	56.57	82.80	175.42	133.04	272.31	31.97	16.70	15.68	197.70	560.00	1,550.00	2,380.00	2,472.52	7,665.36	2,910.86	753.30	1,825.42	2,392.12	1,616.80	4,485.80	2.467.45	915 20	2,260.41	8,730.89	6,940.12	11,928.15	11,938.20	11,957.12	11,828,10	6.497.44	0 22/000	0 000 An	3 540 45	5,8/3./5	4,817.49	(3,482.87)	71.00	30.75	100.50	135.13	Amount PAGE 11

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10.29	CONNECTOR	국 (MATNT	661-000-930-000
42.99		OF 1	MAINT. &	661-000-930-000
235.35		OF.	, MAINT. &	661-000-930-000
15.66	Œ	्र	, MAINT. &	661-000-930-000
101.75	н	OF.	, MAINT. &	661-000-930-000
186.63		OF.	MAINT. &	661-000-930-000
11.98		OF.	, MAINT. &	661-000-930-000
192.46	HEADLAMP/OIL FILTERS/FLUID	F LUDI	, MAINT. &	661-000-930-000
4.50	KEY CUTS	TRUE VALUE	, MAINT. &	661-000-930-000
5.89	NUT SETTER/NUTS/BOLTS/WASHERS	TRUE VALUE	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
0.60	LINE TRIMMER	BRIGGS TRUE VALUE HARDWARE	, MAINT. &	661-000-930-000
(27.89)	BALL JOINTS	AUTOZONE	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
13.98	FUSE CIRCUIT	AUTOZONE	, MAINT. &	661-000-930-000
46.48	PRO GUARD SHOCK	AUTOZONE	, MAINT. &	661-000-930-000
57.89	BALL JOINT/BRAKE PAD	ONE	MAINT. &	661-000-930-000
(20.00)	CV DRIVE AXLE CORE	VALUE PARTS	, MAINT. &	661-000-930-000
149.58	CONTROL ARMS	VALUE PARTS	MAINT. &	661-000-930-000
83.38	BALL JOINT	VALUE PARTS	MAINT. &	661-000-930-000
73.99	CV AXLE DRIVE	VALUE PARTS	MAINT. &	661-000-930-000
73.99	AXLE DRIVE	VALUE PARTS	MAINT. &	661-000-930-000
13.09	U-JOINT	VALUE PARTS	MAINT. &	661-000-930-000
(31.93)	IGNITION COIL RETURN		REPAIRS, MAINT. & SUPPLIES	661-000-930-000
322.33	WATER		UTILITIES-WATER	661-000-927-000
312.74		٠,		661-000-927-000
25.00				661-000-853-100
25.00				661-000-853-100
25.00	ONE			661-000-853-100
25.00	TELEPHONE REIMBURSEMENT	WROBLE, DAVID	CELLULAR PHONE	661-000-853-100
178.80		FRONTIER	TELEPHONE	661-000-853-000
2.47	TELEPHONE - LONG DISTANCE			661-000-853-000
22.09		WELDING SUPPLY		661-000-751-000
6.23	CYLINDER RENTAL		PROPANE ETIT.	661-000-751-000
65.99	CIRCUIT TESTER	COLE, KYLE		661-000-743-000
106.65	HAND SOAP	ANUFACTURING		661-000-740-000
84.00	DEODERIZER			661-000-740-000
123.96	CLOTHING ALLOWANCE	DEWYER, CHARLES L	OPERATING SUPPLIES	661-000-740-000
43.93	DISABILITY / LIFE INS - AUGUST	THE LINCOLN NATIONAL LIFE INS	FRINGE BENEFITS	661-000-719-000
				000
			DL FUND	Fund 661 MOTOR POOL
1,888.33	D	Total For Fund 650 TECHNOLOGY FUND		
1,888.33		Total For Dept 000		
1,245.00	ANNUAL SERVICE/SUPPORT-ASSESSING	BS & A SOFTWARE INC	SOFTWARE	650-000-975-000
127.99	CABLE SERVICES	CHARTER COMMUNICATIONS	INTERNET CONNECTIONS	650-000-802-100
49.99	TELEPHONE/INTERNET SERVICES	CHARTER COMMUNICATIONS	INTERNET CONNECTIONS	650-000-802-100
49.99	TELEPHONE/INTERNET SERVICES	CHARTER COMMUNICATIONS	INTERNET CONNECTIONS	650-000-802-100
49.99	TELEPHONE/INTERNET SERVICES	CHARTER COMMUNICATIONS	INTERNET CONNECTIONS	650-000-802-100
49.99	INTERNET SERVICES	CHARTER COMMUNICATIONS	INTERNET CONNECTIONS	650-000-802-100
49.99	TELEPHONE/INTERNET SERVICES	CHARTER COMMUNICATIONS	INTERNET CONNECTIONS	650-000-802-100
AMOUNT PAGE 12	Invoice Description	!	Invoice Line Desc	GT NUMBER

LLC STRAP			
	l For Dept 000	1	
	WEST MICHIGAN INTERNATIONAL LI	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
LLC ABSORBER/BOLT/SPACER/NUT	WEST MICHIGAN INTERNATIONAL LI	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
LLC SWITCH	WEST MICHIGAN INTERNATIONAL LI	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
LLC BACKUP LIGHT	WEST MICHIGAN INTERNATIONAL LI	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
LLC AIR DRYER FILTERS	WEST MICHIGAN INTERNATIONAL LI	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
BATTERIES	TRACTOR SUPPLY CO.	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
SUBSCRIPTION RENEWAL	TELVENT DTN INC	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
CHAINS	SEYMOUR'S SALES & SERVICE	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
BLOWER	PREMIER HEATING/COOLING INC.	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
CLEAN MATS/RUNNERS	MODEL COVERALL SERVICE	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
CLEAN MATS/RUNNERS	MODEL COVERALL SERVICE	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
HEAVY DUTY STEEL CART	MCMASTER-CARR SUPPLY CO	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
ALIGNMENT	MASTER MUFFLER & BRAKES	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
ALIGNMENT	MASTER MUFFLER & BRAKES	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
ARGON CYLINDER FILL	LAKE WELDING SUPPLY COMPANY	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
BALL JOINT	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
CONTROL ARM/BALL JOINT	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
OUT BOX	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
CORE DEPOSITS	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
CALIPERS	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
FILTERS/OIL	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
DRIVE AXLE	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
FUNNEL	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
FUNNEL	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000
ADHESIVE	BRIGHAM'S OF LUDINGTON	REPAIRS, MAINT. & SUPPLIES	661-000-930-000

TOTAL FOR ACCOUNTS PAYABLE:

TOTAL FOR ALL FUNDS:

250,048.83

4,162.97		Fund 661 MOTOR POOL FUND	661	Fund
1,888.33		Fund 650 TECHNOLOGY FUND	650	Fund
139,335.93		Fund 594 MUNICIPAL MARINA FUND	594	Fund
17,252.18	FUND	Fund 592 SEWER MAINTENANCE & WASTEWATER	592	Fund
8,825.09		Fund 591 WATER MAINTENANCE & WATER FUND	591	Fund
2,751.91		Fund 508 CARTIER PARK CAMPGROUND FUND	508	Fund
6,347.41		Fund 495 WATCHCASE CONTAMINATION FUND	495	Fund
1,428.55		DDA OPERATING FUND		Fund 493
167.98	PROJ	Fund 404 WEST LUDINGTON AVE IMPROVEMENT PROJ	404	Fund
436.64		Fund 211 SENIOR CENTER FUND	211	Fund
948.99		RECREATION FUND		Fund 208
3,592.86		Fund 203 LOCAL STREETS FUND	203	Fund
7,723.80		Fund 202 MAJOR STREETS FUND	202	Fund
55,186.19		Fund 101 GENERAL FUND	101	Fund

TOTAL FOR ALL FUNDS:

250,048.83

Summary

PREPAID EXPENDITURES

Tax Distributions (2927 - 2936)	Police Pension Fund 732	Building Authority Fund 371	Building Rehab Fund 422	All Funds
⇔	⇔	⇔	\$	69
62,805.26	ı	ı	ı	332,220.40

TOTAL PREPAID EXPENDITURES SINCE 07/23/2012:	LESS TAX DIST., TRANSFERS & CD PURCHASES:	TOTAL EXPENDITURES SINCE 07/23/2012:
↔	↔	↔
332,220.40	62,805.26	395,025.66

ACCOUNTS PAYABLE

ALL FUNDS:

↔

250,048.83

TOTAL EXPENDITURES SINCE 07/23/2012:	TOTAL PREPAID EXPENDITURES:	TOTAL ACCOUNTS PAYABLE FOR THIS PERIOD:	
6	()	₩	
582,269.23	332,220.40	250,048.83	

Deborah L. Luskin, City Clerk

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

THIS AGREEMENT ("Agreement"), made and entered into this 13th day of August 2012 by and between the CITY OF LUDINGTON, a Michigan Municipal Corporation, 400 South Harrison Street, Ludington, Michigan 49431, hereinafter referred to as "CITY," and Charles S. Zemla, P.O. Box 98, St. Johns, Michigan 48879, hereinafter referred to as "ASSESSOR."

WITNESSETH:

WHEREAS, it is the intent of the City to retain Assessor to perform the duties as its certified assessor as an independent contractor, as outlined in the City's "Request for Proposals – Assessing Services"; and

WHEREAS, Assessor retains qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, IT IS HEREBY AGREED by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE ASSESSOR

The following are deemed services or requirements included in the compensation of the Assessor under Section III - Payment unless otherwise stated:

1.1 General Duties:

The Assessor shall be required to perform all duties of an Assessor pursuant to City Charter, Michigan statute and law, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994. In the event material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on the Assessor, then the Assessor and City shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Assessor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours:

During the term hereof, the Assessor shall maintain office hours at the Ludington City Hall at the above address, as follows:

- A. The Assessor, or his designee, shall devote at least 16 hours each week to maintaining office hours at the City office for public appointments for the two weeks immediately preceding the March Board of Review. At all other times, the Assessor, or his designee, shall devote at least 24 hours every two weeks to maintaining office hours at the City office for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event the Assessor is unable to be present for office hours on the appointed days, he shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.
- B. Days spent at the Small Claims Division of the Michigan Tax Tribunal shall count as office days.
- C. If specified office days of the Assessor fall on a day recognized as a holiday to City employees, then it will be recognized as a holiday by the Assessor, however, an alternate day agreeable to both parties shall be substituted.

1.3 Public Relations/Customer Service:

The Assessor shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from the Assessor, or wish to speak to the Assessor, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, the Assessor agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the Assessor.

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, the Assessor shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for the Assessor's use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, the Assessor shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of his duties. To assist with this requirement, the City shall also supply the Assessor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.5 Economic Condition Factors (ECF):

During the term hereof, the Assessor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

A. Approve or deny homestead and agricultural exemptions;

- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

The Assessor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.), and special assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. The Assessor, in cooperation with the City Treasurer and City Clerk, shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.8 Annual Reports:

The Assessor shall prepare a report at least once each month outlining and summarizing the activities of the Assessor to the date of the report from the date of the last report, and annually shall prepare a report summarizing the entire year that shall advise the City of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Assessor under this Agreement. City shall have the right at any time to require the Assessor to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by the Assessor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by the Assessor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

The Assessor, or his designee, shall attend each of the two (2) March Board of Review sessions. (In the event the City chooses to hold additional meetings, the Assessor may choose to have a non-certified staff member in attendance in his absence.) March Board of Review sessions shall be scheduled as provided in the City Charter, within the time limits prescribed by law. The Charter requires two sessions in March of each year. The first session convenes on the Tuesday following the first Monday in March and the day following (if necessary) for the purpose of reviewing and correcting the roll. The second session of the Board convenes on the second Monday of March each year and continues in session for one day and as much longer as may be necessary.

The Assessor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:

- 1. Current picture
- 2. Sales price versus assessment at time of sale
- 3. Building permits issued before or after the sale.

The Assessor shall also attend the July and December Boards of Review. If the Assessor is unable to attend these two sessions, however, the Assessor must supply the City Manager with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.10 Sales and Appraisal Studies:

The Assessor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.11 Forms:

The Assessor shall file all forms fully completed with the Mason County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations and Assessor shall operate under the direction of the City in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the City obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Assessor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City and agreed upon on a case-by-case basis. The City may choose to retain the Assessor to prepare this report at an additional fee or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Assessor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. City hereby authorizes Assessor, subject to approval by the City Manager, to settle where Assessor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Assessor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to City information, documents, analysis and advice as may be required in the determination of the Assessor or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Assessor shall make himself available to the City for such further assistance as is required by the City in the defense of such appeal and shall be compensated for same as agreed by the City on a case-by-case basis. The

Assessor shall make himself available as an expert witness on behalf of the City in any proceedings. Mileage expenses for out-of-city travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Assessor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Assessor shall make himself available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Assessor shall keep the City Manager informed of all appeals on a quarterly basis in written format and provide the City Manager with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement and like advice.

The provisions of Paragraph 1.12 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

The Assessor shall continue to reappraise at least 20% of the City's properties each year to ensure proper assessments when parcels are "uncapped." Maintenance renovations to structures are to be tracked so that said costs can be claimed as "new construction" when property is sold rather than treated as an increase in value that is subject to "uncapping" and results in the possibility of a Headlee rollback. The State Tax Commission recommends the reinspection of each property every five years or 20% of the properties each year.

1.14 Personal Property Statements, Canvas and Audits:

The Assessor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Assessor shall conduct a personal property canvas to ensure equity among business owners within the City. The Assessor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

The Assessor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Mason County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Assessor shall represent the City when requested by the City Manager by attending the annual Mason County equalization meetings.

1.16 Land Division Applications:

The Assessor shall assist the City Zoning Administrator in reviewing land division applications.

1.17 <u>Assessor Certification:</u>

The Assessor shall be certified as a Level III Assessor in the State of Michigan.

1.18 Transportation and Equipment:

The Assessor shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel, except any current employees of the City, that may or might be utilized by the Assessor in the performance of his duties hereunder shall, for all purposes, be considered employees of the Assessor and not employees of the City. The Assessor shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Assessor shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Assessor relating to his/her employment by Assessor.

1.20 Tax Increment Finance Authority:

The Assessor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.21 Assessor's Recommendations:

On or before December 31, 2012, and each year thereafter, the Assessor shall prepare written recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Assessor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the City Manager for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Assessor under this Agreement.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Assessor outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Assessor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Assessor, but separately or providing same to the City for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be born by the Assessor.

1.23 Optional Services:

The Assessor is responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, sidewalk, drain, etc. The Assessor shall, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall

be deemed part of the services required by this Agreement. The Assessor shall also be responsible for assigning street addresses.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Assessor shall commence performance of the services herein required on April 1, 2012. Unless sooner terminated, this Agreement shall, by its terms, expire May 31, 2013.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Assessor shall immediately deliver to the City copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Assessor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of the Assessor to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and the Assessor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. City shall be entitled to damages from Assessor for any information, materials or documents which are turned over to City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City desires to have the Assessor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term, being March 2012.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from April 1, 2012 – March 31, 2013, unless sooner canceled or terminated under the provisions of Section II herein, the City agrees to pay to the Assessor for performance of the Basic Services set forth in Section I of this Agreement as follows:

Total Contract Amount: \$36,000.00 to be paid at a rate of \$2,500 per month. The remaining \$6,000.00 shall be paid to the Assessor by March 31, 2013 unless the Assessor has terminated this Agreement prior to March 31, 2013. In the event that the City terminates this Agreement prior to March 31, 2013, the City shall pay the Assessor through the date of termination calculated at the rate of \$3,000 per month.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, City shall pay Assessor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Assessor and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

4.2 Office Equipment:

The City shall provide the Assessor with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine, digital camera and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Assessor will not have exclusive use of such equipment.

The Assessor shall have access, including remote access, to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax and Building Permit Modules and Microsoft Office applications. The City's Internet website will also have available on-line to the Assessor and the public the property record cards, digital photographs and tax payment information. The Assessor shall not use any other software within the City's network or download or upload any software to the City's network, except with the City's prior written approval. The Assessor shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by the Assessor without prior written consent of the City. Further, Assessor shall be liable for any act of negligence on the part of the Assessor in creating or causing an adverse consequence to the City's computer network.

The Assessor agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 <u>Computer:</u>

The City shall supply computer hardware, software and peripherals necessary to fulfill the Assessor's duties under this Agreement. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of the Assessor as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The Assessor shall assume the responsibility for preparing the tax bills and sending them to Centron Data Services, which will print and mail the assessment change notices, tax bills, etc. during the term of this Agreement. The Assessor shall assume the maintenance and updating of any parcel maps. The Assessor shall utilize such maps to develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The City shall provide the Assessor with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 <u>Legal Counsel:</u>

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by the Assessor as herein contemplated, the City may request and the Assessor shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of the Assessor's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State

Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein the Assessor and his employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

The Assessor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Assessor, or his employees, agents or officers as will protect him and the City from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage that may arise from his negligence or that of his employees in the performance of services under this Agreement or failure to properly perform his duties as Assessor. The Assessor shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his acts or negligence or that of his employees in the performance of services under this Agreement or that arise from his error or omission to properly perform his duties as Assessor. Assessor shall, however, have no liability arising out of adjustments to assessments or other actions by Assessor, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Assessor established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Assessor shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with the Assessor is based in part on the perceived expertise and ability of the Assessor, it is agreed that the Assessor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent the Assessor from employing such employees or agents, as Assessor shall deem reasonably necessary to assist him in the performance of his obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the Assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), he shall provide the City, at his expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of his absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for the Assessor for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by

the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 **Professional Standards:**

The Assessor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Assessor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Assessor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Assessor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing prepared by the Assessor are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Assessor without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. The Assessor shall act and preserve the confidentiality of all City documents and data accessed for use in Assessor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.9 <u>Controlling Law/Venue:</u>

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Mason and the State of Michigan.

6.10 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the Ludington City Council and Charles S. Zemla and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said City Council and said Assessor.

6.11 Covenant Not To Discriminate:

Assessor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Assessor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

By:
John Shay, City Manager
Ву:
Deborah L. Luskin, City Clerk
Charles S. Zemla:
By:
Charles S. Zemla

CITY OF LUDINGTON:

LUDINGTON POLICE DEPARTMENT 2012 MONTHLY ACTIVITY REPORT

MONTH OF: JULY	2012	2011	2010
CALLS FOR SERVICE	672	734	647
ARRESTS & APPREHENSIONS	54	104	72
TRAFFIC CITATIONS	87	106	102
PARKING CITATIONS	142	94	102

Ludington Police Department - (231) 843-3425

08/06/2012

10:08 AM

Page:

Offense Count Report

Report Criteria:

Start Offense End Offense 01000 99010

2012 2011 2010

07/01/2012-07/31/2012 07/01/2011-07/31/2011 07/01/2010-07/31/2010

Offense	Description	2012	2011	2010
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	1	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	1	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	1	1
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	1	0
1300-1	NONAGGRAVATED ASSAULT	13	13	11
1300-2	AGGRAVATED/FELONIOUS ASSAULT	2	1	4
1300-3	INTIMIDATION/STALKING	0	3	0
2200-1	BURGLARY - FORCED ENTRY	4	2	0
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	1	0
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	2	2	0
2300	NON-REPORTABLE LARC	5	4	6
2300-3	LARCENY - THEFT FROM BUILDING	1	8	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	10	11	3
2300-7	LARCENY - OTHER	12	26	17
2300-8	LARCENY OF PRESCRIPTION MEDICATION	1	0	2
2500-0	FORGERY/COUNTERFEITING	1	0	0
2600	NON REPORTABLE FRAUD	1	1	10
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	1
2600-2	FRAUD - CREDIT CARD/ATM	0	0	1
2600-6	FRAUD - BAD CHECKS	0	0	1
2700-0	EMBEZZLEMENT	0	1	0
2800-0	STOLEN PROPERTY	0	1	0
2900	NON REPORTABLE MDOP	15	3	4
2900-0	DAMAGE TO PROPERTY	14	4	3
3000-2	RETAIL FRAUD - THEFT	1	2	4
3500	VIOLATION OF CONTROLED SUBSTANCE - NON REPORTABLE	1	2	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	1	6	3
3600-4	SEX OFFENSE - OTHER	0	0	2
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	2	0	0
3800-3	FAMILY - OTHER	2	1	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	2
4100-2	LIQUOR VIOLATIONS - OTHER	4	18	5
4200-0	DRUNKENNESS	0	0	3
4800-0	OBSTRUCTING POLICE	2	1	2
5000	NON REPORTABLE	2	2	, 0
5000-0	OBSTRUCTING JUSTICE	11	18	22
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	2
5300	NON REPORTABLE DISORDERLY	55	74	41
5300-1	DISORDERLY CONDUCT	10	20	11
5300-2	PUBLIC PEACE - OTHER	20	10	19
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	2	4	2
5400-2	OUIL OR OUID	4	8	2
5400-3	DRIVING LAW VIOLATIONS	10	14	0
5500	NON REPORTABLE HEALTH & SAFETY	18	21	11
5500-0	HEALTH AND SAFETY	4	19	9

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Offense Count Report

08/06/2012 10:08 AM

Page: 2

Report Criteria:

 Start Offense
 End Offense

 01000
 99010

 2012
 2011
 2010

 07/01/2012-07/31/2012
 07/01/2011-07/31/2011
 07/01/2010-07/31/2010

Offense	Description		2012	2011	2010
5700-1	TRESPASS		3	3	1
6200	NON REPORTABLE CONSERVATION		0	1	0
6200-0	CONSERVATION		1	0	0
6300-0	VAGRANCY		1	0	1
7000-3	Juvenile Truancy		1	0	0
7000-4	Juvenile Issues		2	4	1
7300-0	MISCELLANEOUS CRIMINAL OFFENSE		5	8	12
9100-1	Delinquent Minors		1	0	0
9100-2	Runaway		1	0	0
9200-4	Insanity		0	0	1
9300-1	PROPERTY DAMAGE ACCIDENT/PI		31	25	27
9300-2	Accident, Non-Traffic		2	3	1
9300-3	Civil Traffic Violations		1	3	0
9300-4	Parking Violations		7	5	2
9300-5	Traffic Investigations (Surveys)		4	5	1
9400-1	Valid Alarm Activations		0	1	2
9400-2	False Alarm Activations		6	10	5
9500-1	Accident, Fire		1	1	0
9700-5	Accident, Other Water		1	0	0
9800-2	Inspections/Investigations -Vehicle, Vin		0	2	1
9800-3	Inspections/Investigations -Property		42	30	49
9800-4	Inspections/Investigations -Other Inspections		12	8	0
9800-6	Inspections/Investigations -Civil		10	22	21
9800-7	Inspections/Investigations -Suspicious Situations		39	60	46
9800-8	Inspections/Investigations -Lost/Found Property		8	9	9
9800-9	Ispections/Investigations -Drug Overdose		0	1	0
9900-1	Suicide		0	3	2
9900-2	Narural Death		1	1	0
9900-3	Missing Persons		1	1	2
9900-7	Pr Activities		0	0	1
9900-8	General Assistance		104	48	54
9900-9	General Non-Criminal		154	173	201
9901-0	Field Interview		3	2	3
		Totals:	672	724	647

Totals:

672

734

647

Ludington Police Department — (231) 843-3425

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Arrest Code Count Report

Page: 1

Report Criteria:

 Start Arrest Code
 End Arrest Code

 0101
 8278

 2012
 2011
 2010

07/01/2012-07/31/2012

07/01/2011-07/31/2011

07/01/2010-07/31/2010

Arrest Code	Description	2012	2011	2010
1302	FAMILY - OTHER WEAPON	0	1	1
1303	FAMILY - STRONG ARM	1	0	0
1305	NON-FAMILY - OTHER WEAPON	1	0	0
1306	NON-FAMILY - STRONG ARM	0	1	0
1313	A & B/SIMPLE ASSAULT	3	2	1
1399	ASSAULT (OTHER)	1	3	0
2298	ENTERING WITHOUT PERMISSION	1	0	0
2309	FROM YARDS (GROUNDS SURROUNDING A BUILDING)	0	. 2	. 0
2399	LARCENY (OTHER)	0	1	6
2693	UTTERING & PUBLISHING CHECK	. 1	0	1
2804	POSSESSING	0	3	0
2805	CONCEALING	0	1	0
2899	STOLEN PROPERTY (OTHER)	0	1	0
2999	DAMAGE TO PROPERTY (OTHER)	1	1	0
3071	MISREPRESENTATION 1ST DEGREE	0	1	0
3073	RETAIL FRAUD - THEFT 1ST DEGREE	0	0	2
3530	COCAINE - SELL	0	0	1
3532	COCAINE - POSSESS	0	1	0
3542	SYNTHETIC NARCOTIC - POSSESS	0	0	1
3557	ECSTASY - POSSES	0	1	0
3562	MARIJUANA - POSSESS	1	4	2
3605	INDECENT EXPOSURE	0	1	0
4103	TRANSPORT (OPEN CONTAINER ETC.)	0	1	0
4104	POSS OF ALCOHOL (LIQUOR IN MV)	0	0	1
4195	MINOR IN POSSESSION IN MV	0	2	0
4196	MINOR POSS/CONS/PURCH; ATTEMPTS	4	22	4
4199	LIQUOR VIOLATIONS (OTHER)	0	1	0
4801	RESISTING OFFICER	1	1	0
4803	MAKING FALSE REPORT	0	1	1
4899	OBSTRUCTING POLICE (OTHER)	0	0	2
5005	CONTEMPT OF COURT	2	1	5
5006	OBSTRUCTING JUSTICE	2	1	3
5007	OBSTRUCTING COURT ORDER	0	1	0
5011	PAROLE VIOLATION	1	2	6
5012	PROBATION VIOLATION	1	1	3
5015	FAILURE TO APPEAR	1	1	2
5070	VIOLATION OF PRELIMINARY INJUNCTIVE ORDER (PEACE BOND)	1	0	0
5099	OBSTRUCT (OTHER)	3	5	2
5282	FIREWORKS - POSSESS SALE USE OR FURNISH	0	0	1
5311	DISORDERLY CONDUCT	6	11	5
		U	11	5

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10:07 AM

Page:

Arrest Code Count Report

Report Criteria:

2012

Start Arrest Code

End Arrest Code

0101 8278

2011

2010

07/01/2012-07/31/2012

07/01/2011-07/31/2011

07/01/2010-07/31/2010

Arrest Code	Description	2012	2011	2010
5312	DISTURBING THE PEACE	0	2	2
5313	CURFEW	7	0	4
5375	INDECENT IMMORAL OBSCENE OR VULGAR LANGUAGE	1	0	0
5393	DISORDERLY CONDUCT (OTHER)	1	9	0
5560	DOG LAW VIOLATIONS	0	1	0
5593	VIOLATION OF SMOKING LAWS	0	0	1
5707	TRESPASS - OTHER	0	1	0
6204	LICENSE - STAMP VIOLATION	0	0	1
7399	MISCELLANEOUS ARREST	2	2	12
8027	SUPER DRUNK DRIVING	1	1	0
8028	OPERATING WITH BAC OF .08% OR MORE	0	0	1
8031	OUI OF DRUGS	1	1	0
8041	OUI ALCOHOL	2	5	1
8050	BAC OF NOT LESS THAN 0.02% OR MORE THAN 0.07% FOR PERSON UNDER 21 YEARS OF AGE	0	1	0
8271	NO OPERATE LICENSE NEVER APPLIED	0	1	0
8273	DROVE WHILE LICENSE SUSPENDED, REVOKED	7	5	0
	Totals:	54	104	72

CITY OF LUDINGTON BUILDING/ZONING 400 S HARRISON ST LUDINGTON, MI 49431

DATE August 3, 2012

TO: Mayor, City Manager, and City Counselors

FROM: Carol Ann Foote, Planning/Zoning Administrator

RE: July Building, Zoning and Enforcement Report

Five building permits and seven zoning permits were issued in July with total building cost of \$183,015 and fees collected in the amount of \$945.00. There were fourteen inspections made and five certificates of occupancy issued.

The Ludington City Planning Commission met on July 10, 2012. There were no public hearings.

The Zoning Board of Appeals did not meet in July.

There were seventy-three code enforcement issues filed and eighty-two closed as follows:

56	Tall Grass	Filed
44	Tall Grass	Closed
6	Junk	Filed
11	Junk	Closed
6	City Code	Filed
7	City Code	Closed
0	Zoning	Filed
1	Zoning	Closed
4	Structure	Filed
0	Structure	Closed
1	Inop Vehicles	To LPD
	Bldg Code	Filed
	Bldg Code	Closed
0	Fix It Tickets	Issued

A detailed open enforcement list is attached.

BUILDING DEPARTMENT CODE ENFORCEMENT REPORT

STATUS DATE FILED DATE CLOSED **ADDRESS** CATEGORY CITY CD-TALL GRASS 1002 S WASHINGTON AVE 06/25/2012 6/25/12- TALL GRASS ISSUE J.STECKLE GOT AHOLD OF SOMEONE; WILL PUT THE AREA ON ORDER TO CUT. FOLLOW UP 08/03/12 CITY CD-TALL GRASS NOTICE & ORDER SENT 610 E FOSTER ST 07/03/2012 7/3/12- TALL GRASS NOTICE SENT CERT:7010-1060-0002-0866-8502 RETURNED UNCLAIMED FOLLOW UP 7/19/12 8/2/12- SENT SAME NOTICE REG MAIL; WILL SEND DPW IF NO RESPONSE **FOLLOW UP 8/6/12** CITY CD-TALL GRASS NOTICE & ORDER SENT 208 N JAMES ST 07/05/2012 7/5/2012- TALL GRASS NOTICE SENT CERT:701010600008-0866-8526 RETURNED UNCLAIMED FOLLOW UP 7/19/12 7/31/12- DPW FOLLOW UP 8/2/12 CITY CD-TALL GRASS 406 S LAVINIA ST NOTICE & ORDER SENT 07/12/2012 7/18/12- TALL GRASS NOTICE SENT CERT:7010-1060-0008-0866-8298-WRONG ADDRESS FOLLOW UP 7/26/12-NO CHANGE RESENT 8/6/12 7010-1060-0008-0866-7840 FOLLOW UP 8/8/12 CITY CD-TALL GRASS NOTICE & ORDER SENT 215 S JAMES ST 07/17/2012 7/17/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0002-0866-7741 FOLLOW UP 7/31/12- WEEDS; STILL OPEN FOLLOW UP 8/9/12 CITY CD-TALL GRASS NOTICE & ORDER SENT 115 S JAMES ST 07/17/2012 7/17/12- TALL GRASS/WEEDS NOTICE SENT CERT: 7010-1060-0002-0866-7789 SIGNED FOR/RECEIVED 7/18/12 FOLLOW UP 08/03/12 CITY CD-TALL GRASS NOTICE & ORDER SENT 405 E MELENDY ST 07/18/2012 7/17/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7819 SIGNED FOR/RECIEVED 7/26/12 FOLLOW UP 8/1/2012 CITY CD-TALL GRASS 410 E FOSTER ST NOTICE & ORDER SENT 07/25/2012 7/25/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7703

CERT LETTER SIGNED FOR/RECEIVED 7/27

FOLLOW UP 8/8/12

BUILDING DEPARTMENT CODE ENFORCEMENT REPORT

CATEGORY	ADDRESS	STATUS	DATE FILED	DATE	CLOSED	
CITY CD-TALL GRASS	501 N RATH AVE	DPW	07/26/2012			
7/26/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7840						
FOLLOW UP 8/9/12						
CITY CD-TALL GRASS	803 S MADISON ST	NOTICE & ORDER SENT	07/26/2012			
7/26/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7857 RECEIVED/SIGNED FOR 7/28/12 FOLLOW UP 8/9/12						
CITY CD-TALL GRASS	805 S MADISON ST	NOTICE & ORDER SENT	07/26/2012			
7/26/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7864 FOLLOW UP 8/9/12	603 3 MADISON 31		07,23,2012			
CITY CD-TALL GRASS	201 FIFTH ST	NOTICE & ORDER SENT	07/26/2012			
7/26/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7871 CERT LETTER SIGNED FOR/RECEIVED 7/27 FOLLOW UP 8/9/12						
CITY CD-TALL GRASS	107 FIFTH ST	NOTICE & ORDER SENT	07/26/2012			
7/26/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7888 CERT LETTER SIGNED FOR/RECEIVED 7/27 FOLLOW UP 8/9/12						
CITY CD-TALL GRASS	509 SEVENTH ST	NOTICE & ORDER SENT	07/26/2012			
7/26/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7895 CERT LETTER SIGNED FOR/RECEIVED 7/27 FOLLOW UP 8/9/12						
CITY CD-TALL GRASS	409 SIXTH ST	NOTICE & ORDER SENT	07/26/2012			
7/26/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7901 CERT LETTER SIGNED FOR/RECEIVED 7/28 FOLLOW UP 8/9/12						
CITY CD-TALL GRASS	1102 S MADISON ST	NOTICE & ORDER SENT	07/27/2012			
7/26/12- TALL GRASS NOTICE SENT CERT 7010-1060-0008-0866-7925 CERT LETTER SIGNED FOR/RECEIVED 7/28 FOLLOW UP 8/10/12						
CITY CD-TALL GRASS	1108 S MADISON ST	NOTICE & ORDER SENT	07/27/2012			
7/26/12- TALL GRASS NOTICE SENT CERT 7010-1060-0008-0866-7932 SIGNED/RECIEVED 7/31/12 FOLLOW UP 8/10/12						
CITY CD-TALL GRASS	220 SECOND ST	NOTICE & ORDER SENT	07/27/2012			
7/26/12- TALL GRASS NOTICE SENT CERT 7010-1060-0008-0866-7956 RECEIVED/SIGNED FOR 7/20/12			., ., .			

FOLLOW UP 8/10/12

BUILDING DEPARTMENT CODE ENFORCEMENT REPORT

CATEGORY	ADDRESS	STATUS	DATE FILED	DATE	CLOSEI
CITY CD-TALL GRASS	116 SECOND ST	NOTICE & ORDER SENT	07/27/2012		
7/26/12- TALL GRASS NOTICE SENT CERT 7010-1060-0008-0866-7963 RECEIVED/SIGNED FOR 7/31/12 FOLLOW UP 8/10/12	THI SECOND ST				
CITY CD-TALL GRASS	1002 S SHERMAN ST	NOTICE & ORDER SENT	07/27/2012		
7/26/12- TALL GRASS NOTICE SENT CERT 7010-1060-0008-0866-7918 RECEIVED/SIGNED FOR 7/20/12 FOLLOW UP 8/10/12					
CITY CD-TALL GRASS	619 E DOWLAND ST	OFFICIAL NOTICE	07/31/2012		
7/31/12- COURTESY LETTER SENT FOLLOW UP 8/8/12					
CITY CD-TALL GRASS	206 N STAFFON ST	NOTICE & ORDER SENT	07/31/2012		
7/31/12- COURTESY 2ND NOTICE SENT FOLLOW UP 8/7/12	200 NOTATIONS!		0.,52,2022		
CITY CD-TALL GRASS	510 E LOOMIS ST	NOTICE & ORDER SENT	07/31/2012		
7/31/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-7994 FOLLOW UP 8/14/12					
CITY CD-TALL GRASS	302 E MELENDY ST	NOTICE & ORDER SENT	07/31/2012		
7/31/12- TALL GRASS NOTICE SENT CERT: 7010-1060-0008-0866-8007 FOLLOW UP 8/14/12					
CITY CD-TALL GRASS	1211 S WASHINGTON AVE	OFFICIAL NOTICE	08/01/2012		
7-27-12 CALLED OCCIDENTAL ABOUT THE V	VEEDS, BRUCH AND TREES AROUND TH	E GARAGE AREA. 7-30-12 WORK STARTED	DALE 690-2545.		
CITY CD-TALL GRASS	209 S JAMES ST	DPW	08/01/2012		
7/31/12 WEEDS BEHIND BAR SENT TO DPW PER CA FOLLOW UP 8/6/12					
CITY CD-TALL GRASS	307 S JAMES ST	OFFICIAL NOTICE	08/01/2012		
7/31/12 WEEDS/PARKING LOT SEND NOTICE CERT #70101060000208669622 FOLLOW UP 8/10/12					
CITY CD-TALL GRASS	321 S JAMES ST	OFFICIAL NOTICE	08/01/2012		
7/31/12 WEEDS NOTICE SENT # 70101060000208669639 FOLLOW UP 8/11/12					

BUILDING DEPARTMENT CODE ENFORCEMENT REPORT

CATEGORY	ADDRESS	STATUS	DATE FILED	DATE CLOSE
CITY CD-TALL GRASS	319 S JAMES ST	OFFICIAL NOTICE	08/01/2012	
7/31/12 TALL GRASS/WEEDS SENT NOTICE #7010106000020869646 FOLLOW UP 8/11/12	01/ 0 01.11.12 5 01		00,02,202	
CITY CD-TALL GRASS	317 S JAMES ST	OFFICIAL NOTICE	08/01/2012	
7/31/12 TALL GRASS/WEEDS SENT NOTICE #70101060000208669653 FOLLOW UP 8/11/12			00,01,1011	
CITY CD-TALL GRASS	315 S JAMES ST	OFFICIAL NOTICE	08/01/2012	
7/31/12 TALL GRASS/WEEDS SENT NOTICE #70101060000208669790 FOLLOW UP 8/11/12				
CITY CD-TALL GRASS	209 S RATH AVE	OFFICIAL NOTICE	08/01/2012	
7/31/12 TALL GRASS NOTICE SENT #70101060000208669660 FOLLOW UP 8/11/12			,	
CITY CD-TALL GRASS	526 S JAMES ST	NOTICE & ORDER SENT	08/01/2012	
7/31/12 TALL GRASS NOTICE SENT CERT:7010-1060-0002-0866-7970 (INCLUDE FOLLOW UP 8/16/12	ED PIC)			
CITY CD-TALL GRASS	401 E LUDINGTON AVE	OFFICIAL NOTICE	08/01/2012	
7/31/12 TALL GRASS NOTICE SENT 70101060000208669677 FOLLOW UP 8/11/12			, ,	
CITY CD-TALL GRASS	209 N HARRISON ST	VERBAL	08/02/2012	
8/1/12- JW SPOKE TO FOLLOW UP 8/3/12				
CITY CODE	1102 S MADISON ST	NOTICE & ORDER SENT	07/27/2012	N. 777 St Late St. 100 Late Late Late Late Late Late Late Late
7/26/12- NO PROPERTY/ADDRESS NUMBE NOTICE SENT WITH TALL GRASS NOTIC FOLLOW UP 8/3/12	ERS		01,21,2022	
CITY CODE	1002 S SHERMAN ST	NOTICE & ORDER SENT	07/27/2012	
7/27/12-NO HOUSE NUMBERS NOTICE SENT W/ GRASS NOTICE EN1202 FOLLOW UP 8/3/12	90			
CITY CODE-JUNK	30I E PERE MARQUETTE	RED TAG	07/25/2012	
7/26/12- COMPLAINT REGUARDING JUNK BUILDING APPEARS TO BE VACANT. WILL SEND JW OUT TO INPECT FOLLOW UP 7/26/12- RED TAG ISSUED FO FOLLOWU P 8/3/12			3., 22, 2022	

BUILDING DEPARTMENT

CODE ENFORCEMENT REPORT

STATUS DATE FILED DATE CLOSED **CATEGORY** ADDRESS CITY CODE-JUNK RED TAG 117 S JAMES ST 08/01/2012 7/31/12 JUNK BEHIND BUILDING RED TAG SENT TO OWNER/COPY TO OCCUPANT FOLLOW UP 8/10/12 CITY CODE-JUNK VERBAL 08/02/2012 209 N HARRISON ST JW SPOKE TO REGARDING TRAILER IN FRONT YARD **FOLLOW UP 8/3/12** CITY CODE-JUNK RED TAG 722 E DANAHER ST 08/02/2012 8/2/12- RED TAG ISSUED FOR JUNK/CHAIR IN YARD FOLLOW UP 8/10/12 INOP VEHICLE TO LPD 309 N ROBERT ST 07/16/2012 4/12/12- COMPLAINT REGARDING AN INOP VEHICLE PARKED IN ROAD 4/16/12- TAKEN TO LPD FOLLOW UP 8/6/12

PROP MAIN-STRUCTURE

520 E DOWLAND ST

NOTICE & ORDER SENT

04/28/2009

04/28/09 COMPLIANT REC'D ABOUT CONDITION OF ROOF. LETTER SENT CERTIFIED R.R. TO OWNER STATING PROBLEMS & ASKING HIM TO CONTACT OUR OFFICE. TR 4/30/09 REC'D ELECT. R.R., TR

5/13/09 ISSUED TICKET #0535

05/14/09 PM ORDER SENT CERT. R.R. W/45 DAY FOLLOW UP.TR

05/14/09 PM ORDER SENT CEI 5/16/09 REC'D ELECT, R.R. TR

07/07/09 ISSUED TICKET, MAILED CERT, R.R., TR

07/27/09 PRANGER HAS NOT PICKED UP CERT. LETTER. JW WILL TAKE NEW TICKET #0539 TO OCEANA SHERIFF FOR PERSONAL DELIVERY. TR

07/28/09 REC'D ORIGINAL TICKET BACK UNCLAIMED. TR

 $08/11/09\,$ JW CALLED ABOVE #. NOT THE RIGHT JASON R PRANGER. TR

8/13/09 FOUND ADDRESS IN GA. SENT TICKET CERTIFIED TO GA. TR

08/25/09 JW TALKED WITH JASON PRANGER. HE WILL MEET WITH JW ON 8-27-09 IN AM, TR

08/28/09 REC'D LETTER BACK, UNDELIVERABLE AS ADDRESSED. JW

TALKED TO JASON TODAY. HE WILL BE IN NEXT WEEK, TR

09/15/09 JASON HAS NOT BEEN IN TO WITH JW. HE IS STILL IN GEORGIA. TR

09/30/09 JW UNABLE TO CONTACT JASON. WILL TALK TO ROGER ON WHAT CAN BE DONE. LOCKS HAVE BEEN PUT ON BUILDING SO NO ONE CAN GET IN, KEYS ARE AT LPD AND FIRE DEPT. TR

10/30/09 STILL NO ACTION AT THIS TIME. TR

11/06/09 CIVIL INFRACTION CITATION #0542 ISSUED. TR

11/09/09 ORIGINAL CIVIL INFRACTION MAILED TO ROTHBURY, MI AND GEORGIA ADDRESSES AND POSTED ON 520 E. DOWLAND ST. TR

11/17/09 BARB PRANGER, JASON'S MOTHER CALLED. JASON IS IN GEORGIA CANNOT TRAVEL HERE BECAUSE OF LACK OF FUNDS. DB TOLD HER WE NEED DIRECTION FOR THE BUILDING AND HE NEEDS TO CALL ASAP. TR

12/8/09- HAS NOT COMPLIED. FOLLOW UP WITH CALL TO MAGISTRATE 1/5/10 TO SEE IF THERE WAS ANY ACTION ON CIVIL INFRACTION.

12/21/09 - DEFAULT/MAGISTRATE

1/11/10- CIVIL INFRACTION TICKET CARD CAME BACK TO COURT WITH NOTE STATING "JASON DOES NOT LIVE HERE AND I DO NOT HAVE A FORWARDING ADDRESS."
-BARB PRANGER

4/20/10- KH CALLED JASON PRANGER AT 770-480-3037 (USED *67 TO BLOCK OUR NUMBER) LEFT A MESSAGE ASKING HIM TO CALL US ASAP. KH

6-7-10 CALLED MOTHER L/M TO HAVE JASON CALL ME.

7/16/10- FOLLOW UP 7/20/10 TO SEE WHAT THE STATUS

7/20/10- NO CHANGE; IN THE HANDS OF CITY ATTORNEY. 90 DAY FOLLOW UP (10/20/10)PER JERRY.

8/2/10- NO CHANGE; NO COURT DATE

10/19/10- JERRY EMAILED RICHARD (ATTORNEY) FOR AN UPDATE

FOLLOW UP 11/2/10

11/9/10- UPDATED ADDRESS FOR JASON PRANGER, 951 PINE FOREST DRIVE, MABLETON, GA 30126

11/10/10- JERRY IS SENDING MORE INFO. TO JASON . FOLLOW UP IN 30 DAYS

FOLLOW UP 12/14/10- NO CHANGE; JERRY HAS NOT/WILL NOT BE SENDING ANY INFO, WILL FOLLOW UP IN MARCH

3/I/2011- WILL PUT PACKET TOGETHER FOR MAILING ON MAR8

3/29/2011- JERRY WILL CALL PRANGER ON APR5

FOLLOW UP4/5/2011

4-4-11- TALKED TO JASON AND HE IS BACK IN AREA AND WILL CALL BE FOR AN APPOINTMENT NEXT WEEK, JW

4/20/2011- JW MEET WITH PRANGER, TO DISCUSS EXISTING ISSUES AND REPAIR. FOLLOW UP IN 6 WEEKS

FOLLOW UP 6/2/2011

JASON CELL 231- 343- 7901 FATHERS # 231- 861-2919

BUILDING DEPARTMENT CODE ENFORCEMENT REPORT

CATEGORY

ADDRESS

STATUS

DATE FILED

DATE CLOSED

6/10/11 TALK TO JASON ADDED 30 DAYS TO FOLLOW UP

FOLLOW UP 7/11/2011

7/13/2011- JERRY HAS PAPERWORK; SAYS HE IS GOING TO CALL JASON

FOLLOW UP 7/25/2011

7-19-2011 TALKED TO JASON WORK TO START TODAY. RECEIVED NEW CELL # HELPER BILLY 231-580-6669

7/26/2011- JW LEFT MESSAGE FOR BILLY & JASON TO CONTACT HIM

FOLLOW UP 8/24/2011

8-25-11 L/M TO CALL ME. 9-1-11 L/M TO CALL ME.

9-I-II L/M WITH FATHER TO HAVE JASON CALL ME.

9-I-11 JASON CALLED BACK HE WILL CALL ED FOR INFO. I TOLD HIM THAT THE WEEDS NEED TO BE CUT AROUND THE BUILDING.

JASON PRANGER 231-343-7901

FOLLOW UP 9/9/2011

JASON IS TO CALL ED

FOLLOW UP 9/30/2011

FOLLOW UP 10/6/2011

10/13/2011- JASON STOPPED IN; CONTACT INFO IS

667 W. WILKE ROAD

ROTHBURY MI 49452

PICKED UP A BUILDING APP

FOLLOW UP 11/14/2011

11/21/2011- WORKING WITH RICHARD ON SENDING TKT728; WAITING FOR CLAIRIFICATION ON APPREARANCE DATE

TICKET MAILED TO ROTHBURY ADDRESS, COPY OF TICKET READY TO POST

11/22/2011- LPD RECIEVED A CALL FROM SOMEONE STATING THEY ARE J.PRANGERS MOTHER, WERE TOLD THAT JASON WILL NOT BE ABLE TO MAKE HIS COURT

APPEARANCE BECAUSE HE IS IN JAIL, OUT OF STATE. GAVE HER PHONE NUMBER AS 231-861-2919

FOLLOW UP DATE 12/8/2011

TICKET VOIDED

FOLLOW UP 1/11/2012

LETTER REQUESTING CONTACT MAILED

2/6/2012- SENT J.W. OUT; NO UPDATE

FOLLOW UP 2/13/2012-CANCELLED

FOLLOW UP 2/20/2012

MARCH- JASON PICKED UP HIS BUILDING PERMIT:)

3/6/2012 NO CHANGES 90 DAY FOLLOW UP

FOLLOW UP 5/7/2012- NO CHANGE

FOLLOW UP 7/16/12

FOLLOW UP 3/4/13

PROP MAIN-STRUCTURE 821 S WASHINGTON AVE

NOTICE & ORDER SENT 06/04/2009

06/04/09 TARP & TIRES ON ROOF. PM CODE VOILATION NOTICE SENT CERTIFIED ELECT. R.R. TR 06/09/09 REC'D ELECT. R.R. TR 07/06/09 JW TALKED TO BEN TODAY. IT IS ON HIS LIST. TR

11/05/09 WORKING ON 1ST STREET HOME AT THIS TIME. 6/14/10- FOLLOW UP SCHEDULED FOR 7/14/10 PER JERRY

7/15/10- 90 DAY FOLLOW UP
FOLLOW UP SCHEDULED FOR 10/15/10
11/10/10- NO CHANGE
FOLLOW UP 12/20/10
1/4/10- NO CHANGE; SPRING FOLLOW UP PER JERRY
4/27/2011- LETTER SENT; 90 DAYS TO MAKE REPAIRS
CERT MAIL 7009-2250-0001-1099-7860
FOLLOW UP 7/29/2011
8/3/2011- NO CHANGE 30 DAY FOLLOW UP
FOLLOW UP 9/5/2011
9/7/2011- JW EMAILED RICHARD
FOLLOW UP 9/12/2011

BUILDING DEPARTMENT CODE ENFORCEMENT REPORT

CATEGORY

ADDRESS

STATUS

DATE FILED

DATE CLOSED

FOLLOW UP 10/31/2011
30 DAY FOLLOW UP DUE TO COURT DATE FOR 202 IST STREET
FOLLOW UP 11/28/2011
SPRING FOLLOW UP PER JW
3/6/2012- STILL IN COURT WITH ANOTHER KNIZACKY PROPERTY/90 DAY
7/16/2012- JW WILL TALK TO BEN TO GET A PROGRESS REPORT/EXPECTATIONS
FOLLOW UP 8/17/12

PROP MAIN-STRUCTURE

815 N ROWE ST

COMPLAINT LOGGED

04/26/2011

5/2/2011- SPOKE TO JERRY; WOULD LIKE AN UPDATE/TIME-LINE ON OWNERS PLANS TO FIX EXTERIOR (MANY/VARIOUS) ISSUES WITH PROPERTY.

5/2/2011- CAROL ANN SAID OWNER DID CALL 5/29/2011; BUT NO INFO WAS AVAILABLE. HOMEOWNER TO CALL BACK

5/11/2011 HOME OWNER CALLED- LET US KNOW SHE IS AWARE/DID GET NOTICE. PRESENTLY HAVING A FAMILY HEALTH ISSUE, BUT WILL BEGIN/COMPLETE WORK IN 30 DAYS.

FOLLOW UP 5/13/2011-CANCELLED

FOLLOW UP 6/13/2011 - CHECKED WITH WATER DEPT; NO INFO- HOUSE WAS CHECKED; HASN'T HAD WATER/SERVICE IN A LONG TIME.

FOLLOW UP 7/16/2011

FOLLOW UP 8/15/2011

8/16/2011- TICKET ISSUED TO COURT AFTER 9/15/2011

8/30/2011- WORKING ON PROPERTY W/OUT PERMIT (PICS POSTED)

FOLLOW UP BY ED 9/6/2011

FOLLOW UP 9/15/2011

9/8/11 PERMIT ISSUED

FOLLOW UP 10/19/2011. 30 DAY FOLLOW UP

FOLLOW UP 11/17/2011- ROOF ISSUED CLOSED; COMPLIED

11/21/2011- BUILDING PERMIT STILL GOOD

FOLLOW UP 1/23/2012- NO CHANGES; PERMIT STILL GOOD

FOLLOW UP 3/6/12- NO CHANGE

FOLLW UP 5/7/2012- NO CHANGE

FOLLOW UP 7/16/12-NO CHANGE PERMIT GOOD THROUGH 9/8/10

FOLLOW UP 9/10/12

FOLLOW UP 9/10/12

PROP MAIN-STRUCTURE

819 S WASHINGTON AVE

NOTICE & ORDER SENT

04/27/2011

4/27/2011- LETTER SENT; 90 DAYS TO COMPLY CERT MAIL: 7009-2250-0001-1099-7860

FOLLOW UP 7/29/2011- CANCELLED

5/17/2011- AMENEDED DATE LETTER SENT, ALONG WITH NEW NOTICE & ORDER (TO REFELCT AMENDED DATE)

CERT MAIL: 7009-2250-0001-1099-7921 ACCEPTED/RECEIVED 6/2/2011

FOLLOW UP 10/27/11; NO CHANGE

FOLLOW UP 9/1/2011

FOLLOW UP 10/27/2011

10/26/2011- 30 DAY FOLLOW UP 11/28/2011

12/6/2011- SPRING FOLLOW UP PER JW

FOLLOW UP 3/8/2012- NO CHANGES FOLLOW UP 90 DAYS

FOLLOW UP 5/7/2012

FOLLOW UP 7/16/12 FOLLOW UP 90 DAYS PER JW

FOLLOW UP 10/17/12

BUILDING DEPARTMENT CODE ENFORCEMENT REPORT

STATUS DATE FILED DATE CLOSED **CATEGORY ADDRESS**

PROP MAIN-STRUCTURE

202 FIRST ST

NOTICE & ORDER SENT

06/28/2011

MAILED CERT OF 6/29/2011

7009-2250-0001-1099-8232

7/8/2011- SIGNED FOR/RECIEVED ON 7/6/2011

8/16/2011- LETTER SENT/ REQUEST FOR UPDATE

FOLLOW UP 8/29/2011

8/29/2011- NO CHANGE, AND NO RESPONSE TO REQUEST FOR CONTACT

TKT 721 ISSUED

FOLLOW UP 9/14/2011

9/19/2011- STARTED WORKING ON IT TODAY (9/16/2011)

FOLLOW UP 10/19/2011

9/20/2011-TOOK PKT (INCLUDING TICKET 721) TO COURTHOUSE

FOLLOW UP 10/7/2011

COURT 11/9/2011

11/21/2011- COURT ORDER TO COMPLY BY 6/15/2012

FOLLOW UP 6/15/2012- R.WILSON HAS REQUESTED UPDATED PHOTOS & WILL DECIDE NEXT STEP. JW WILL TAKE/SEND PICS

JW EMAILED RICHARD FOR DIRECTION

FOLLOW UP 6/18/12

NEW FOLLOW UP 7-11-12

7/11/12- BEN CALLED JW; ASKED FOR A FEW MORE DAYS

FOLLOW UP 7/16/12

FOLLOW UP 8/2/12

PROP MAIN-STRUCTURE

408 N JAMES ST

COMPLAINT LOGGED

01/17/2012

1/15/2012- TENANT CALLED; WOULD LIKE BUILDING INSPECTOR TO INSPECT HOME: ELECTRICAL PROBLEMS, PLUMBIN PROBLEMS- LANDLORD WONT FIX ANYTHING. WOULD LIKE TO HAVE PROPERTY INSPECTED

CONTACT ROSE: 231-239-0232

RETURNED CALL 1/16/2012- LEFT MESSAGE

1/17/2012- KARLA DRYER, APT #2, CALLED (DIFFERENT CALLER FROM PREVIOUS CALL) WOULD LIKE INSPECTION OF HER APARTMENT. SHARE HOT WATER HEATER WITH DOWNSTAIRS TENTANT- AND NOT WATER IS NOT AVAILABLE TO HER. CAN'T USE HEATER AND MICROWAVE AT SAME TIME W/OUT BLOWING FUSES- EVER YTIME. HER PHONE NUMBER IS 231-907-9574. JW WILL CALL HER DIRECTLY TODAY.

JW WILL MEET WITH HER

1/17/2012- JERRY MET WITH HER WAS ABLE TO GO THROUGH EACH APT

1/19/2012 PM ORDER SENT

1/23/2012- RECEIVED SIGNED CERT MAIL CARD

FOLLOW UP 1/26/2012- TO INSPECT VENTILATION OF WATER HEATER

1/31/2012- ZEMAN CALLED; STATED "ROSE IS DONE"

2/6/2012- J. WELTON SPOKE TO J.ZEMAN; IN PROCESS OF LIGHTING THE STAIRWELL, THE FURNACE VENT HAS BEEN FIXED & HAS BEEN CHECKED, HE IS STILL WORKING ON THE WINDOW.

FOLLOW UP ON REMAINING ISSUES 2/20/2012\

FOLLOW UP 7/20/2012- STILL ISSUES REMAINING; SPOKE TO JZ HE STATED HE IS ALMOST DONE

FOLLOW UP 3/5/2012

3/6/2012- NO CHANGE; ZEEMAN CALLED TO SAY HE IS ILL, CAN'T GET OUT OF BED 90 DAY FOLLOW UP

FOLLOW UP 5/7/012

3-30-2012 TALK TO ZEMAN ABOUT THE ISSUES THAT ARE STILL A PROBLEM. NO LIGHT IN THE STAIRWAY NO SMOKE DETECTOR

AT THE TOP OF THE STAIRS. NO HOT WATER IN APARTMENT 2. NO WINDOW IN BACK DOOR GOING TO APARTMENT 1. TRYING TO SET UP AN APPOINTMENT WITH TENANT IN APARTMENT 2. ZEMAN INSTALLED CHRISTMAS TREE LIGHTS ON THE HANDRAIL TO PROVIDE LIGHT FOR THE STAIRWAY. CALLED CELL PHONE L/M

4-7-12 TALK TO ZEMAN HE STATED THAT HE WAS AT THE APARTMENT 2 AND ADDED S/D AND WINDOW IN DOOR TO BASEMENT. HE STATED THAT HE CALLED REES ELECTRIC TO CHECK OUT THE APARTMENT

5/1/2012- STILL OPEN

FOLLOW UP 5/14/12- NO CHANGE

FOLLOW UP 7/16/12

5/29/12 TENANT CALLED TO REPORT THAT ZEMAN REMOVED THE SMOKE DETECTORS FROM HER APPARTMENT AND STAIRWAY, I CALLED ZEMAN AND TOLD HIM TO REPLACE THE S/D TODAY. HE SAID HE WOULD.

6/1/12- TICKET #732 ISSUED FOR FAILURE TO COMPLY WITH PM ORDER DATED JAN 18, 2012 (MAILED CERT: 7010-1060-0002-0867-0734 W/ EN120147)

6/8/12 RETURN RECEIPT REC'D

FOLLOW UP 6/13/12 (TICKET GOES TO COURTHOUSE JUNE 14)

6/14/12- TICKET #0732 PREPARED FOR COURT

FOLLOW UP 7/16/12

7/17/12- LETTER REQUESTING UPDATE ON ELECTRICAL SENT

FOLLOW UP 7/31/12-NO CHANGE

FOLLOW UP 8/16/12

BUILDING DEPARTMENT CODE ENFORCEMENT REPORT

CATEGORY

ADDRESS

STATUS

DATE FILED

DATE CLOSED

PROP MAIN-STRUCTURE

501 FIRST ST C

NOTICE & ORDER SENT

06/08/2012

PROPERTY HAS BEEN CONDEMNED.

8/13/12

PROP MAIN-STRUCTURE 304 E FOSTER ST

NOTICE & ORDER SENT

06/26/2012

6/27/12- ORDER SENT CERT:7010-1060-0008-08668434

SIGNED FOR/RECIEVED 6/30/12

FOLLOW UP 7/27/12

7/30/12- JW SPOKE TO OWNER;30 DAYS

8/31/12

PROPERTY MAINT

707 E FOSTER ST

INSPN SCHEDULED

08/01/2011

8/1/2011- INSPECTION MADE AT REQUEST OF TENTANT (BRENT)

FOLLOW UP 8/2/2011

 $8/2/2011\text{-} PROPERTY\ MAINT.\ VIOLATIONS\ FOUND\ LETTER\ SENT\ ALONG\ WITH\ SMK\ DETECTOR\ VIOLATION-\ SENT\ CERT\ 7010-1060-0002-0866-7543$

FOLLOW UP 9/2/2011

9/6/2011- HOLD OFF UNTIL TENANTS ARE OUT (BEING EVICTED). 2 WEEKS PER JW

FOLLOW UP 9/19/2011

9/16/2011- CALLED HOME OWNER,

FOLLOW UP 9/20/2011- JERRY CALLED PROPERTY OWNER & LEFT MESSAGE

FOLLOW UP 10/7/2011- NEW TENANT HAS MOVED IN

FOLLOW UP 11/3/2011

11/21/2011- ADDRESS UPDATE FROM UB P.O. BOX 218, MARENISCO MI 49947-0219

FOLLOW UP 12/1/2011

12/6/2011- TKT 729 ISSUED/TKT TO COURTHOUSE 1/5/2012

FOLLOW UP 1/5/2012; CANCELLED

 $12/29/2011-J.WELTON\ SPOKE\ TO\ M.VANTUYL;\ WILL\ VOID\ TICKET\ AND\ FOLLOW\ UP\ IN\ SPRING\ WHEN\ MR.\ VANTUYL\ RETURNS\ TO\ THE\ CITY,\ FROM\ THE\ U.P.$

FOLLOW UP 5/1/2012- NO CHANGE

5-1-12 CALLED OWNER AT 906-287-1400 L/M TO CALL ME.

FOLLOW UP 5/14/12

5/8/2012- MATT CALLED LEFT MESSAGE THAT WILL BE IN TOWN IN JUNE

5/9/2012- VR LEFT MESSAGE; REQUESTED DATES THAT HE WILL BE INTOWN, AS WELL AS A MEETING WITH JW, EITHER AT THE PROPERTY OR IN JW'S OFFICE

5-2-12 CALLED OWNER L/M

5/15/12- NO CHANGES

FOLLOW UP 6/15/12

6/18/12- JW MET WITH MATT (906-287-1400)- WILL FOLLOW UP WITH PROGRESS ON 9-4-12

PROPERTY MAINT

302 N ROWE ST

INSPN SCHEDULED

07/25/2012

7/24/12- COMPLAINT REGUARDING SIDING AND STRUCTURE OF THE BUILDING.

WIL SEND JW TO INSPECT.

FOLLOW UP 7/26/12

7/30- JW SPOKE TO OWNER; WILL WORK ON THE HOUSE

30 DAY FOLLOW UP

8/31/12

PROPERTY MAINT

618 E DOWLAND ST

COMPLAINT LOGGED

07/26/2012

7/26/12- COMPLAINT DROPPED IN CITY DROP BOX, REGARDING COLLAPSED GARAGE. JW WILL GO INSPECT.

7/30/12- NOTICE/VIOLATION LETTER SENT

FOLLOW UP 10/1/12

CERT MAIL 70101060000208669615