

\* AGENDA \*  
LUDINGTON CITY COUNCIL MEETING

Municipal Building  
Monday, December 17, 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 – December 3, 2012  
Closed Session – December 3, 2012
- 7.) Appointments/Meetings
  - a.) Set 2013 Meeting Dates – 2<sup>nd</sup> & 4<sup>th</sup> Mondays each month except months of January 7 & 21, March 4 & 18, May 6 & 20 and December 2 & 16
- 8.) Communications
- 9.) Committee Reports
  - a.) Finance
    - 1.) Payment of Bills
    - 2.) First Presentation Ordinance No. 256-12 – Refuse Services
  - b.) Personnel
    - 1.) Approve POLC Agreement
  - c.) Public Safety / Public Utilities
    - 1.) Approve Scottville Police Agreement
    - 2.) Monthly Police Activity Report
  - d.) Buildings & Licenses / Long Range Planning & Industrial Development
    - 1.) Approve Quit Claim Deed – Abrahamson Marina Inc.
  - e.) Cemetery, Parks, and Recreation / Waterfront
- 10.) Communications from City Officials
  - a.) Mayor Pro-Tem
    - 1.) Appoint City Attorney (Civil – Gockerman, Wilson, Saylor & Hesslin PC and Criminal – Susan Sniegowski)
    - 2.) Approve Permit for NYE Firework Display
    - 3.) Appeal FOIA Decision dated December 3, 2012 – Tom Rotta’s 168<sup>th</sup> FOIA Request
    - 4.) Closed Session – Discuss Rotta Lawsuit
- 11.) Miscellaneous Business
- 12.) Adjournment



JOHN HENDERSON, MAYOR  
JOHN E. SHAY, CITY MANAGER  
DEBORAH L. LUSKIN, CITY CLERK  
LINDA J. ROGERS, CITY TREASURER

## CITY OF LUDINGTON

400 SOUTH HARRISON STREET  
LUDINGTON, MICHIGAN 49431  
PHONE (231) 845-6237  
FAX (231) 845-1146

### MEMORANDUM

TO: Mayor Henderson and the Ludington City Council  
FROM: John Shay, City Manager JS  
DATE: December 14, 2012  
RE: City Manager's Report

The following are updates on issues, which are not on the agenda for the December 17, 2012 City Council meeting:

#### **Holiday Hours**

The offices at City Hall and the Police Department will be closed on Monday, December 24 and Tuesday, December 25 in observance of the Christmas holiday. The offices will also be closed on Monday, December 31 and Tuesday, January 1 for the New Year's holiday.

#### **New Year's Eve Ball Drop**

The New Year's Eve Ball Drop will begin on Monday, December 31, 2012 at 9:30 p.m. at the North James Street Plaza in which everyone can enjoy music, dancing and refreshments in the entertainment tent while waiting for the countdown to midnight. Commemorative cups and commemorative cup packages will be available for sale before December 21<sup>st</sup> at a reduced price at [www.ludingtonlightupthelake.com](http://www.ludingtonlightupthelake.com). They can also be purchased at the regular price after December 21<sup>st</sup> at the same website or at the event itself.

*On the Shores of Lake Michigan*

Regular meeting of the Ludington City Council held in the Council Chambers of the Municipal Building on Monday, December 3, 2012, at 6:30 o'clock p.m.

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

Absent: Councilor Holman who was excused.

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.

His Honor Mayor Henderson asked that the First Presentation of Ordinance No. 256-12-Refuse Services be moved to the December 17, 2012 Agenda as additional clarification of information is being obtained prior to this meeting and he asked that item #4 under 9) Communications from City Officials-Mayor be added to the Agenda to go into Closed Session to discuss the Open Meetings Act lawsuit that Mr. Rotta has filed against the City. Moved by Councilor Castonia, seconded by Councilor Tykoski, that the Agenda be approved as corrected. Motion Carried.

The meeting was opened for public comments.

Tom Rotta, City of Ludington, commented that he is waiting for information requested under the Freedom of Information Act on the health insurance rates paid by the City for its employees in 2012 as City Manager Shay stated at the last council meeting that these rates were below the health insurance cap established in PA152. He is asking for proof that the City has complied with PA152. Tom Rotta commented that insisting that City employees pay 20% of their health insurance premiums is not unreasonable and will not scare away new employees. Tom Rotta then referred to a comment made by Councilor Castonia at the last Council meeting whereby he refuted one of Tom Rotta's comments on the painting of the Dowland Street water tower. Councilor Castonia stated that the painters worked diligently to get this water tower painted. Tom Rotta stated that his comment was not that the painters did not work to get the tower painted but rather the problem was the temperature during the push to get the tower painted. He then presented a copy of a label that was pulled off of a can of paint found in the dumpster which stated that the surface temperature is a minimum of 50 degrees and the temperature to be dry at least 5 degrees above dew point. During the last few weeks when the tank was being painted rarely was the temperature above the 50 degrees and he provided a printout with the temperatures on it for the last two and half weeks that the painters were doing the painting. He stated that the paint job may fail before the end of the winter and he questioned whether it was worth waiting two years to have this job completed. Tom Rotta then proceeded to comment on Ordinance No. 256-12-Refuse Services which will now be presented for the first time on December 17<sup>th</sup> and stated that the City is planning on extending the existing contract with Republic Services and noted that the City will not accept bids due to the lack of available bidders in the area. He stated that Republic Services has its closest branch office in Muskegon and noted that there are 17 other garbage removal services within this area. He then referred to Section 2.4 of the City Code which says that competitive bids shall be obtained where practicable and contracts awarded to the lowest responsible bidders. He stated that the City is going against the best practices and its own Code by not putting this out for competitive bids. His Honor Mayor Henderson informed Tom Rotta that his time was up. Tom Rotta requested additional time and was told no.

Don Fallis, City of Ludington, expressed his concern between Staffon Street and South Madison Street where work was done by the State this summer. He commented that the contractor effectively tore up the highway. This area continues to get worse and is full of chuck holes. He is questioning who is responsible for fixing this road and what will happen this winter when the snow plows make it worse. He is asking what he should do to expedite the correction of this matter. His Honor Mayor Henderson stated that the City will take his concern to MDOT who is responsible for this section of the highway and then he asked that Don Fallis follow up with MDOT.

Tom Tyron, City of Ludington, commented that there was an article in the Grand Rapids Press which stated that the City of Grand Rapids reduced their water rates 4.5% and sewer rates 2.5% through cost cutting measures. He asked Council to get in touch with Grand Rapids to see what they are doing as our City rates seem to be going up all of the time.

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

Moved by Councilor Johnson, seconded by Councilor Taranko, to approve the minutes of the regular meeting 11/26/12, as presented. Motion Carried.

Moved by Councilor Tykoski, seconded by Councilor Castonia, to approve the change in date for the 10<sup>th</sup> Annual Ludington Triathlon from August 25, 2013 to August 18, 2013. City Manager Shay explained that there were no other major events that weekend. Motion Carried.

Moved by Councilor Taranko, seconded by Councilor Rathsack, that the Finance Report with total expenditures in the amount of \$287,559.75 for this period can be approved and orders drawn according to the City Charter. Motion Carried.

ORDINANCE NO. 253-12  
AN ORDINANCE TO AMEND ORDINANCE #203-09  
THE ORDINANCE ESTABLISHING THE COMPENSATION OF  
ELECTED OFFICIALS, AS AMENDED" AND TO REPEAL  
ALL ORDINANCES IN CONFLICT HEREWITH

THE CITY OF LUDINGTON ORDAINS:

Section 1. City Treasurer: Section 1 of Ordinance #203-09 is hereby amended to read as follows:

CITY TREASURER. The annual salary for the City Treasurer, commencing January 1, 2013, shall be Forty-nine Thousand Two Hundred and Thirty Dollars (\$49,230.00).

Section 2. The City of Ludington agrees to pay \$250 per month towards the elected officials' (City Treasurer) medical insurance premium upon retirement. In order to be eligible for the monthly payment towards medical insurance, the elected official (City Treasurer) must have a minimum of 25 years of service and be collecting their City pension.

Section 3. Severability: Should any provision of this Ordinance or part thereof be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions, and the remainder of this Ordinance shall remain in effect notwithstanding the invalidity of such provision thereof.

Section 4. Repeal: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date: This Ordinance shall become effective twenty (20) days after its adoption and publication as required by the City Charter.

Moved by Councilor Marrison, seconded by Councilor Johnson, to adopt Ordinance No. 253-12.

Roll Call: Ayes: Councilors Tykoski, Castonia, Johnson, Rathsack, Marrison, and Taranko,

Absent: Councilor Holman

Nays: None. Motion Carried.

ORDINANCE NO. 254-12

Short Title: An Ordinance Amending Ordinance No. 206-09, the Ordinance Establishing the Compensation of Elected Officials, as amended.

THE CITY OF LUDINGTON ORDAINS:

Section 1. Section 1 of Ordinance No. 206-09 shall be amended to read as follows:

CITY CLERK. The annual salary for the City Clerk, commencing January 1, 2013, shall be \$53,960.

Section 2. The City of Ludington agrees to pay \$250 per month towards the elected officials' (City Clerk) medical insurance premium upon retirement. In order to be eligible for the monthly payment towards medical insurance, the elected official (City Clerk) must have a minimum of 25 years of service and be collecting their City pension.

Section 3. Severability: Should any provision of this Ordinance or part thereof be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions, and the remainder of this Ordinance shall remain in effect notwithstanding the invalidity of such provision thereof.

Section 4. Repeal: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Effective Date: This ordinance shall become effective twenty (20) days after its adoption and publication of this Ordinance or a summary thereof.

Moved by Councilor Marrison, seconded by Councilor Johnson, to adopt Ordinance No. 254-12.

Roll Call: Ayes: Councilor Taranko, Marrison, Castonia, Tykoski, Rathsack, and Johnson.

Absent: Councilor Holman

Nays: None. Motion Carried.

Moved by Councilor Marrison, seconded by Councilor Taranko, to approve the City Manager Employment Agreement for 2013. The only change is a 1.5% increase to the salary for 2013. Councilor Marrison commended City Manager John Shay for running the City as a business and thanked him for his service. Motion Carried.

APPOINTMENT OF CITY MANAGER

WHEREAS, the City of Ludington Charter requires the appointment of the City Manager to be made on an annual basis; and

WHEREAS, John Shay has continued to prove his ability to perform his City Manager's job duties and received a very good performance evaluation from the City Council.

THEREFORE, BE IT RESOLVED that I hereby recommend the re-appointment of City Manager John Shay for the year 2013.

Moved by Councilor Castonia, seconded by Councilor Tykoski, that the foregoing resolution be approved. His Honor Mayor Henderson commented that the Personnel Committee met prior to the City Council meeting and on behalf of this Committee he stated that John Shay continues to do an outstanding job performing the duties of the City. Councilor Castonia commented that John Shay has done an outstanding job for the City. Motion Carried.

Moved by Councilor Taranko, seconded by Councilor Castonia, to approve the reappointment of Alesky Urick, Julie Payment and Wayne Brown to the Downtown Ludington Board with terms expiring December 31, 2016. Councilor Johnson abstained from the vote and comments as he is a member of the Downtown Ludington Board. Motion Carried.

Moved by Councilor Tykoski seconded by Councilor Castonia, to approve the reappointment of Roger Starr, Robert Sassin and Mike Nekola, and asked that new member Joe Moloney be appointed to the Planning Commission with terms expiring December 31, 2015. His Honor Mayor Henderson asked that Joe Moloney focus on the walkability part of the City. Councilor Castonia stated that he is glad to see Joe Moloney back on the Planning Commission as he does a great job. His Honor Mayor Henderson thanked the members of this board and all of the boards for the work they do for the City. Motion Carried.


Moved by Councilor Tykoski, seconded by Councilor Johnson, to proceed into closed session at 7 p.m. pursuant to Section 8h of the Open Meetings Act to consider materials exempt from discussion or disclosure by state or federal law, a confidential memorandum supplied by Attorney Allan VanderLaan dated November 30, 2012.  
Roll Call: Ayes: Councilors Rath sack, Johnson, Marrison, Tykoski, Castonia, and Taranko.

Absent: Councilor Holman  
Nays: None. Motion Carried.

Moved by Councilor TaranKo, second by Councilor Tykoski, to approve the City Council, City Manager, Mayor, City Attorney, and City Clerk to be in closed session. Motion Carried.

City Council came back from closed session at 7:30 p.m.

Moved by Councilor Marrison, seconded by Councilor Johnson, that the meeting be adjourned. So carried at 7:31 p.m.

  
\_\_\_\_\_  
Deborah L. Luskin, CMC  
City Clerk

**PUBLIC NOTICE**  
**LUDINGTON CITY COUNCIL**

**\* 2013 MEETING DATES \***

**Posted 12/18/2012**

**The Ludington City Council will meet in regular session on the second and fourth Mondays of each month with the exception of the months of January, March, May and December. The January meetings will be held on January 7 and 21, the March meetings will be held on March 4 and 18, the May meetings will be held on May 6 and 20, and the December meetings will be held on December 2 and 16. The meetings will be held at 6:30 p.m. in the Council Chambers of the Municipal Building, 400 S. Harrison Street, Ludington, Michigan. All meetings are open to the public.**

**If you require auxiliary aids or services because of a disability, the City will provide those that are necessary and reasonable, with seven (7) days prior notice. Please contact the City Clerk at the address or phone number below for this service:**

**City Municipal Building  
400 S Harrison Street  
Ludington, MI 49431  
Telephone: (231) 845-6237**

**Deborah L. Luskin, CMC  
City Clerk**

**"Resolution For Payment of Bills"**

TO HIS HONOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

TOTAL ACCOUNTS PAYABLE FOR THIS PERIOD:	<u>\$ 170,502.47</u>
TOTAL EXPENDITURES SINCE 12/03/2012, ARE	<u>\$ 375,163.14</u>

THEREFORE THE FINANCE REPORT WITH TOTAL EXPENDITURES IN THE AMOUNT OF	<u>\$ 545,665.61</u>
---	----------------------

FOR THIS PERIOD CAN BE APPROVED AND ORDERS DRAWN ACCORDING TO THE  
CITY CHARTER AND I SO MOVE.

INVOICE DISTRIBUTION REPORT FOR THE CITY OF IUDINGTON  
 CHECKS DATED FROM 12/04/2012 TO 12/17/2012  
 GENERAL FUND

FOR THE CITY COUNCIL MEETING TO BE HELD ON DECEMBER 17, 2012

Dept	Account	Payee	Description	Amount
FUND: 101 GENERAL FUND				
000	002-100	CITY OF IUDINGTON	PAYROLL WEEK ENDING 12/01/2012	87,367.49
000	002-100	CITY OF IUDINGTON	PAYROLL WEEK ENDING 12/01/2012	24,039.85
000	002-100	CITY OF IUDINGTON	PAYROLL WEEK ENDING 12/08/2012	32,588.99
000	123-000	BLUE CROSS/BLUE SHIELD OF MICHIGAN	PREPAID EXPENSE - HEALTH INSURANCE JAN	42,738.24
172	853-100	VERIZON WIRELESS	CELLULAR PHONE	157.16
215	864-000	HALDEMAN, KAREN	B&A USER GROUP MEETING PAYROLL - BATH	183.15
262	956-000	FIRST NATIONAL BANK OMAHA	ELECTION DAY	416.94
262	956-000	FIRST NATIONAL BANK OMAHA	ELECTION DAY	240.54
265	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	1,378.35
268	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	28.70
268	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	28.79
268	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	119.84
268	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	33.89
268	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	22.24
268	923-000	DTE ENERGY	UTILITIES - GAS	55.52
276	853-100	VERIZON WIRELESS	CELLULAR PHONE	28.14
276	923-000	DTE ENERGY	UTILITIES - GAS	53.31
301	853-000	FRONTIER	TELEPHONE	20.67
301	853-100	VERIZON WIRELESS	CELLULAR PHONE	257.26
301	977-000	FIRST NATIONAL BANK OMAHA	FORENSIC SOFTWARE	3,594.00
336	853-100	VERIZON WIRELESS	CELLULAR PHONE	59.96
336	874-100	CITY OF IUDINGTON	RETIREMENT-DEFERRED COMP.	1,116.58
336	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	466.72
336	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	22.24
336	923-000	DTE ENERGY	UTILITIES - GAS	336.14
336	930-000	FIRST NATIONAL BANK OMAHA	FURNANCE FILTERS	28.64
441	853-100	VERIZON WIRELESS	CELLULAR PHONE	78.48
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	21.92
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	117.89
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	22.24
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	113.46
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	117.58
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	45.34
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	10,400.35
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	54.24
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	54.43
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	14.38
448	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	38.60
721	801-000	MASON COUNTY REGISTER OF DEEDS	SPECIAL LAND USE - HOF	14.00
751	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	181.09
751	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	28.16
751	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	22.24
751	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	24.56
751	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	46.02



Dept	Account	Payee	Description	Amount
751	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	165.95
751	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	33.86
751	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	28.31
751	923-000	DTE ENERGY	UTILITIES - GAS	59.98
751	930-000	FIRST NATIONAL BANK OMAHA	SPRINKLER HEADS	298.50
756	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	61.06
756	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	330.29
756	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	57.79
Total for fund 101 GENERAL FUND				207,814.07
FUND: 202 MAJOR STREETS FUND				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	1,351.29
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	1,035.04
469	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	27.70
494	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	406.16
Total for fund 202 MAJOR STREETS FUND				2,820.19
FUND: 203 LOCAL STREETS FUND				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	851.96
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	1,408.75
Total for fund 203 LOCAL STREETS FUND				2,260.71
FUND: 208 RECREATION FUND				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	1,002.39
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	1,069.05
000	853-000	VANSICKLE, CATHY	TELEPHONE REIMBURSEMENT - 2012	400.00
000	744-000	B & M SCREEN PRINTING	GIRLS BASKETBALL SHIRTS	342.00
Total for fund 208 RECREATION FUND				2,813.44
FUND: 211 SENIOR CENTER FUND				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	2,205.04
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	2,205.07
000	123-000	BLUE CROSS/BLUE SHIELD OF MICHIGAN	PREPAID EXPENSE - HEALTH INSURANCE JAN	1,531.56
000	802-000	CHARTER COMMUNICATIONS	CONTRACTUAL SERVICES	5.99
000	853-000	CHARTER COMMUNICATIONS	TELEPHONE	102.45
000	864-000	FIRST NATIONAL BANK OMAHA	CONFERENCE BAAD CRYSTAL MOUNTAIN	134.33
000	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	300.03
Total for fund 211 SENIOR CENTER FUND				6,484.47
FUND: 493 DDA OPERATING FUND				
000	740-400	BOOM TOWN	SUPPLIES - NYE FIREWORKS	2,000.00
000	740-400	FIRST NATIONAL BANK OMAHA	SUPPLIES - NYE WRISTBANDS	63.40
Total for fund 493 DDA OPERATING FUND				2,063.40
FUND: 495 WATCHCASE CONTAMINATION FUND				
000	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	346.48
Total for fund 495 WATCHCASE CONTAMINATION FUND				346.48
FUND: 508 CARTIER PARK CAMPGROUND FUND				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	414.04
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	414.04
Total for fund 508 CARTIER PARK CAMPGROUND FUND				828.08
FUND: 591 WATER MAINTENANCE & WATER FUND				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	31,348.10
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	11,275.95
000	123-000	BLUE CROSS/BLUE SHIELD OF MICHIGAN	PREPAID EXPENSE - HEALTH INSURANCE JAN	13,159.78
000	740-000	FIRST NATIONAL BANK OMAHA	SELF INKING STAMP	18.50
000	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	375.16

Dept	Account	Payee	Description	Amount
000	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	198.95
556	722-100	STATE OF MICHIGAN	LICENSE RENEWAL - ERICH BROOKS	95.00
556	740-000	FIRST NATIONAL BANK OMAHA	CHLORINE	215.00
556	853-100	VERIZON WIRELESS	CELLULAR PHONE	4.58
556	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	7,772.89
556	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	58.25
556	923-000	DTE ENERGY	UTILITIES - GAS	112.00
556	923-000	DTE ENERGY	UTILITIES - GAS	1,157.12
Total for fund 591 WATER MAINTENANCE & WATER FUND				65,791.28
<b>FUND: 592 SEWER MAINTENANCE &amp; WASTEWATER FUND</b>				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	28,251.38
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	7,104.40
000	123-000	BLUE CROSS/BLUE SHIELD OF MICHIGAN	PREPAID EXPENSE - HEALTH INSURANCE JAN	4,684.96
000	740-000	FIRST NATIONAL BANK OMAHA	SELF INKING STAMP	18.50
000	853-100	VERIZON WIRELESS	CELLULAR PHONE	2.76
527	853-000	FRONTIER	TELEPHONE	30.16
527	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	112.30
527	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	2,871.63
527	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	8,264.22
527	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	25.57
527	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	254.97
527	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	755.28
Total for fund 592 SEWER MAINTENANCE & WASTEWATER FUND				52,376.13
<b>FUND: 594 MUNICIPAL MARINA FUND</b>				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	1,005.71
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	1,005.72
000	123-000	BLUE CROSS/BLUE SHIELD OF MICHIGAN	PREPAID EXPENSE - HEALTH INSURANCE JAN	1,201.35
000	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	31.93
000	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	342.12
000	921-000	CONSUMERS ENERGY	UTILITIES - ELECTRIC	28.20
000	923-000	DTE ENERGY	UTILITIES - GAS	139.62
Total for fund 594 MUNICIPAL MARINA FUND				3,754.65
<b>FUND: 650 TECHNOLOGY FUND</b>				
000	802-100	CHARTER COMMUNICATIONS	INTERNET CONNECTIONS	49.99
Total for fund 650 TECHNOLOGY FUND				49.99
<b>FUND: 661 MOTOR POOL FUND</b>				
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/01/2012	8,853.25
000	002-100	CITY OF LUDINGTON	PAYROLL WEEK ENDING 12/08/2012	5,919.02
000	123-000	BLUE CROSS/BLUE SHIELD OF MICHIGAN	PREPAID EXPENSE - HEALTH INSURANCE JAN	3,108.16
000	853-000	FRONTIER	TELEPHONE	139.29
000	921-000	CONSUMERS ENERGY	UTILITIES-ELECTRIC	1,460.42
000	930-000	FIRST NATIONAL BANK OMAHA	TURBINE BLOWER	198.38
000	930-000	FIRST NATIONAL BANK OMAHA	TURBINE BLOWER CLAMP	31.73
Total for fund 661 MOTOR POOL FUND				19,710.25
<b>GRAND TOTAL FOR ALL FUNDS:</b>				<b>367,113.14</b>

INVOICE DISTRIBUTION REPORT FOR THE CITY OF LUDINGTON  
 CHECKS DATED FROM 12/04/2012 TO 12/17/2012  
 BUILDING REHAB FUND

FOR THE CITY COUNCIL MEETING TO BE HELD ON DECEMBER 17, 2012

Dept	Account	Payee	Description	Amount
FUND: 422	BUILDING REHAB FUND			
000	976-400	CURTIS SMITH CONSTRUCTION LLC	DRR - 117 W LUDINGTON AVE	6,500.00
			Total for fund 422 BUILDING REHAB FUND	6,500.00
			<b>TOTAL FOR BUILDING REHAB FUND</b>	<b>6,500.00</b>

INVOICE DISTRIBUTION REPORT FOR THE CITY OF LUDINGTON  
 CHECKS DATED FROM 12/04/2012 TO 12/17/2012  
 POLICE PENSION FUND

FOR THE CITY COUNCIL MEETING TO BE HELD ON JDECEMBER 17/2012

Dept	Account	Payee	Description	Amount
FUND: 732	POLICE PENSION FUND			
000	802-000	RODMAN CONSULTING COMPANY	ADDITIONAL STUDIES REQUEST	1,550.00
			Total for fund 732 POLICE PENSION FUND	1,550.00
			<b>GRAND TOTAL FOR POLICE PENSION FUND:</b>	<b>1,550.00</b>



Dept 247 BOARD OF REVIEW PRINTING & PUBLISHING SHORELINE MEDIA INC ADVERTISING 60.40  
 101-247-900-000 Total For Dept 247 BOARD OF REVIEW 60.40

Dept 253 TREASURER'S OFFICE STAPLES CREDIT PLAN SALES ORDERS/WRITING PADS/PENS 6.00  
 101-253-727-000 OFFICE SUPPLIES KENT COMMUNICATIONS INC WINTER TAX BILLS 658.40  
 101-253-802-000 CONTRACTUAL SERVICES ROGERS, LINDA TELEPHONE REIMBURSEMENT 30.00  
 101-253-853-000 TELEPHONE ROGERS, LINDA TELEPHONE REIMBURSEMENT 30.00  
 101-253-853-000 TELEPHONE ROGERS, LINDA TELEPHONE REIMBURSEMENT 30.00  
 Total For Dept 253 TREASURER'S OFFICE 754.40

Dept 257 ASSESSOR & BUILDING INSPECTOR'S OFFICE BRIGGS TRUE VALUE HARDWARE PADLOCK SECURITY HASP 13.04  
 101-257-727-000 OFFICE SUPPLIES MASON COUNTY COURTHOUSE GIS PARCEL LAYER MAINTENANCE 381.80  
 101-257-801-000 PROFESSIONAL SERVICES SHORLINE MEDIA INC ADVERTISING 332.20  
 101-257-802-000 CONTRACTUAL SERVICES FULKER, THOMAS I BLDING INSPECTIONS W/E 12/10/12 344.86  
 101-257-802-100 CONTRACTUAL SERVICES-BLDG I BOSLEY ASSESSING & APPRAISAL ASSESSING SERVICES 1,800.00  
 101-257-802-200 CONTRACTUAL SERVICES Total For Dept 257 ASSESSOR & BUILDING INSPECTOR'S OFFICE 2,871.90

Dept 262 ELECTIONS BRIGGS TRUE VALUE HARDWARE EXTENSION CORDS 21.10  
 101-262-740-000 OPERATING SUPPLIES Total For Dept 262 ELECTIONS 21.10

Dept 265 CITY HALL & GROUNDS BRIGGS TRUE VALUE HARDWARE KEY IDS 1.33  
 101-265-740-000 OPERATING SUPPLIES BRIGGS TRUE VALUE HARDWARE SNOW SHOVEL 17.59  
 101-265-740-000 OPERATING SUPPLIES MAJUCHNIK, RON C AUDIO/VIDEO OF MEETINGS 3,969.00  
 101-265-802-100 CONTRACTUAL SERVICES-PEG BRIGGS TRUE VALUE HARDWARE FAUCET SILICONE 2.84  
 101-265-930-000 REPAIR MAINTENANCE SUPPLIES BRIGGS TRUE VALUE HARDWARE SPRAY PAINT 3.99  
 101-265-930-000 REPAIR MAINTENANCE SUPPLIES MODEL COVERALL SERVICE CLEAN MATS/RUNNERS 89.00  
 101-265-930-000 REPAIR MAINTENANCE SUPPLIES Total For Dept 265 CITY HALL & GROUNDS 4,083.75

Dept 266 CITY ATTORNEY GOCKERMAN WILSON SAYLOR & HESS RETAINER/SERVICES RENDERED - NOV 1,823.25  
 101-266-801-100 PROFESSIONAL SERVICES - CIVIL GOCKERMAN WILSON SAYLOR & HESS RETAINER/SERVICES RENDERED - NOV 4,045.50  
 101-266-801-100 PROFESSIONAL SERVICES - CIVIL SNIEGOWSKI & BILALISIS PLC SERVICES RENDERED - DECEMBER 1,200.00  
 101-266-801-200 PROFESSIONAL SERVICES - CRIM SNIEGOWSKI & BILALISIS PLC SERVICES RENDERED - NOVEMBER 1,200.00  
 101-266-801-200 PROFESSIONAL SERVICES - CRIM Total For Dept 266 CITY ATTORNEY 8,268.75

Dept 268 CITY PROPERTY-DOWNTOWN BRIGHAM'S OF LUDINGTON INVERTER 39.99  
 101-268-740-000 OPERATING SUPPLIES BRIGGS TRUE VALUE HARDWARE CABLE TIES 8.57  
 101-268-930-000 REPAIR MAINTENANCE SUPPLIES BRIGGS TRUE VALUE HARDWARE ELECTRICAL TAPE 7.19  
 101-268-930-000 REPAIR MAINTENANCE SUPPLIES BRIGGS TRUE VALUE HARDWARE XMAS LIGHT TIMER 9.99  
 101-268-930-000 REPAIR MAINTENANCE SUPPLIES BRIGHAM'S OF LUDINGTON WATT INVERTER (149.77)  
 101-268-930-000 REPAIR MAINTENANCE SUPPLIES BRIGHAM'S OF LUDINGTON WATT INVERTER 149.77  
 101-268-930-000 REPAIR MAINTENANCE SUPPLIES MEDLER ELECTRIC COMPANY LAMPS 5.11  
 101-268-930-000 REPAIR MAINTENANCE SUPPLIES Total For Dept 268 CITY PROPERTY-DOWNTOWN 70.85

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount
Dept 276 CEMETERY				
101-276-740-000	OPERATING SUPPLIES	AMERICAN SAFETY AND FIRST AID	FIRST AID SUPPLIES	15.53
101-276-740-000	OPERATING SUPPLIES	KWIK PRINT PLUS OF LUDINGTON	CEMETERY MAPS	12.00
101-276-740-000	OPERATING SUPPLIES	NEW LIFE CARTRIDGES INC	TONER CARTRIDGE	347.36
101-276-740-000	OPERATING SUPPLIES	STAPLES CREDIT PLAN	INDEX CARDS	53.51
101-276-740-000	OPERATING SUPPLIES	STAPLES CREDIT PLAN	WEEKLY APPOINTMENTS	24.32
101-276-937-000	UTILITIES - WATER	CITY OF LUDINGTON	WATER	14.00
101-276-930-000	REPAIR MAINTENANCE SUPPLIES	KEVIN TURNER SIGNS	LUSTERBOARD SIGN	700.00
101-276-930-000	REPAIR MAINTENANCE SUPPLIES	LOWES BUSINESS ACCOUNT	LUMBER/WRENCH SET/LOAD BRACKET	128.01
101-276-930-000	REPAIR MAINTENANCE SUPPLIES	LOWES BUSINESS ACCOUNT	LUMBER	145.93
101-276-936-000	FOUNDATIONS	LUDINGTON CONCRETE PRODUCTS	FOUNDATION FORMS	45.20
		Total For Dept 276 CEMETERY		1,485.86

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount
Dept 301 POLICE DEPARTMENT				
101-301-719-200	DENTAL REIMBURSEMENT	HAVEMAN, MICHAEL	DENTAL REIMBURSEMENT	170.00
101-301-719-200	DENTAL REIMBURSEMENT	SCHULTZ, DEAN	DENTAL REIMBURSEMENT	600.00
101-301-719-200	DENTAL REIMBURSEMENT	WIETRZYKOWSKI, STEPHEN	DENTAL REIMBURSEMENT	280.00
101-301-740-000	OPERATING SUPPLIES	JACKPINE BUSINESS CENTER	BINDERS	41.94
		Total For Dept 301 POLICE DEPARTMENT		1,091.94

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount
Dept 336 FIRE DEPARTMENT				
101-336-744-000	CLOTHING ALLOWANCE	SALES & MARKETING OF MICHIGAN LLC	BOOTS	818.94
101-336-744-000	CLOTHING ALLOWANCE	SALES & MARKETING OF MICHIGAN LLC	BOOTS	276.85
101-336-853-000	TELEPHONE	FUNK, GERALD	TELEPHONE REIMBURSEMENT	30.00
101-336-853-000	TELEPHONE	FUNK, GERALD	TELEPHONE REIMBURSEMENT	30.00
101-336-853-000	TELEPHONE	FUNK, GERALD	TELEPHONE REIMBURSEMENT	30.00
101-336-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	PLASTIC TOOL BOX	29.54
101-336-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	TEFLON PASTE/COUPLER/BALL VALVE	16.29
101-336-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	EXTENSION CORD	6.99
101-336-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	FITTINGS	6.15
101-336-930-000	REPAIR MAINTENANCE SUPPLIES	GUNBERG APPLIANCES INC	DISHWASHER	350.00
101-336-930-000	REPAIR MAINTENANCE SUPPLIES	LUDINGTON PAINT & GLASS	PLEXTGLASS/PUTTY	30.07
101-336-930-000	REPAIR MAINTENANCE SUPPLIES	MEDLER ELECTRIC COMPANY	CONNECTORS	66.00
		Total For Dept 336 FIRE DEPARTMENT		1,690.83

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount
Dept 441 DPW/MUNICIPAL SERVICES				
101-441-740-000	OPERATING SUPPLIES	AMERICAN SAFETY AND FIRST AID	FIRST AID SUPPLIES	28.73
101-441-740-000	OPERATING SUPPLIES	BRIGGS TRUE VALUE HARDWARE	MEASURING TAPE/MAG LITE/RUBBER FLASHLIGH	80.36
101-441-740-000	OPERATING SUPPLIES	BRIGHAM'S OF LUDINGTON	MASTER LOCKS	133.08
101-441-740-000	OPERATING SUPPLIES	JACKPINE BUSINESS CENTER	BINDER CLIPS/WALL CALENDAR	26.39
101-441-835-000	HEALTH SERVICES	PRECISION MEDICAL/OCCUPATNL HEALTH	CDL PHYSICAL	128.00
101-441-853-000	TELEPHONE	MCDONALD, SHAWN	CLOTHING ALLOWANCE	125.00
101-441-900-000	PRINTING & PUBLISHING	SHORELINE MEDIA INC	ADVERTISING	45.30
		Total For Dept 441 DPW/MUNICIPAL SERVICES		566.86

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount
Dept 528 GARBAGE & RUBBISH				
101-528-740-900	ALLIED YARD WASTE SUPPLIES	ALLIED WASTE SERVICES INC #239	REFUSE PICK UP - NOVEMBER	1,114.50
101-528-802-000	CONTRACTUAL SERVICES	ALLIED WASTE SERVICES INC #239	REFUSE PICK UP - NOVEMBER	33,441.12
101-528-900-000	PRINTING & PUBLISHING	SHORELINE MEDIA INC	ADVERTISING	241.60
		Total For Dept 528 GARBAGE & RUBBISH		34,797.22

Dept 728 ECONOMIC & COMMUNITY DEVELOPMENT  
 101-728-801-000 PROFESSIONAL SERVICES MASON COUNTY REGISTER OF DEEDS RECORDINGS 223.00  
 101-728-900-000 PRINTING & PUBLISHING SHORELINE MEDIA INC ADVERTISING 45.30  
 Total For Dept 728 ECONOMIC & COMMUNITY DEVELOPMENT 268.30

Dept 751 PARKS DEPARTMENT  
 101-751-740-000 OPERATING SUPPLIES ALL SEASONS PORTABLE RESTROOMS 70.00  
 101-751-740-000 OPERATING SUPPLIES CASCADE SUBSCRIPTION SERVICE INC SUBSCRIPTION RENEWAL 99.00  
 101-751-740-000 OPERATING SUPPLIES LUDINGTON PAINT & GLASS PRIMER/PAINT 164.66  
 101-751-802-000 CONTRACTUAL SERVICES MALUCHNIK, RON C TECHNICAL SUPPORT - SOUND SYSTEM 300.00  
 101-751-930-000 REPAIR MAINTENANCE SUPPLIES BRIGGS TRUE VALVE HARDWARE NUTS/BOLTS/WASHERS 25.20  
 101-751-930-000 REPAIR MAINTENANCE SUPPLIES BRIGGS TRUE VALVE HARDWARE BOLTS/WASHERS 22.75  
 101-751-930-000 REPAIR MAINTENANCE SUPPLIES KEVIN TURNER SIGNS LUSTERBOARD SIGN 150.00  
 101-751-930-000 REPAIR MAINTENANCE SUPPLIES LUXFORD, TERRY CLEAN TELESCOPES 60.00  
 Total For Dept 751 PARKS DEPARTMENT 891.61

Dept 756 LAUNCHING RAMPS  
 101-756-802-000 CONTRACTUAL SERVICES TOWNS BROTHERS CONST. CO. FISHING PIER 770.00  
 Total For Dept 756 LAUNCHING RAMPS 770.00  
 Total For Fund 101 GENERAL FUND 62,364.93

Fund 208 RECREATION FUND  
 Dept 000  
 208-000-740-000 OPERATING SUPPLIES BG'S ENGRAVING & AWARDS BASKETBALL AWARDS 396.50  
 208-000-740-100 SOFTBALL SUPPLIES JACKPINE BUSINESS CENTER PRINT CARTRIDGE 77.99  
 208-000-900-000 PRINTING & PUBLISHING SHORELINE MEDIA INC ADVERTISING 92.56  
 208-000-900-000 PRINTING & PUBLISHING SHORELINE MEDIA INC ADVERTISING 211.40  
 Total For Dept 000 778.45  
 Total For Fund 208 RECREATION FUND 778.45

Fund 211 SENIOR CENTER FUND  
 Dept 000  
 211-000-740-000 OPERATING SUPPLIES BRIGHAM'S OF LUDINGTON TOWELS 25.20  
 211-000-740-000 OPERATING SUPPLIES MICHIGAN OFFICE SOLUTIONS COPIER MAINTENANCE (12/01 - 03/01) 102.00  
 211-000-740-000 OPERATING SUPPLIES NATIONAL PEN CORPORATION PENS 102.90  
 211-000-802-000 CONTRACTUAL SERVICES CUSTOM SHEET METAL INC REPLACE INDUCER FAN 78.00  
 Total For Dept 000 308.10  
 Total For Fund 211 SENIOR CENTER FUND 308.10

Fund 216 MOVIES IN THE PARK FUND  
 Dept 000  
 216-000-802-000 CONTRACTUAL SERVICES MALUCHNIK, RON C SET UP - MOVIES IN THE PARK 400.00  
 Total For Dept 000 400.00  
 Total For Fund 216 MOVIES IN THE PARK FUND 400.00



Fund 493 DDA OPERATING FUND  
 Dept 000  
 493-000-740-100 SUPPLIES - BOAT TRAIN BRIGGS TRUE VALUE HARDWARE ADAPTERS 6.06  
 493-000-740-400 SUPPLIES-NYE REDI RENTAL NYE TENTS 1,935.80  
 493-000-740-400 SUPPLIES-NYE SHORELINE MEDIA INC ADVERTISING 3,565.00  
 493-000-802-000 CONTRACTUAL SERVICES LUDINGTON & SCOTTVILLE CHAMBER ADMINISTRATIVE CONTRACT 1,000.00  
 493-000-900-000 PRINTING & PUBLISHING KWIK PRINT PLUS OF LUDINGTON FLYERS 50.75  
 493-000-900-000 PRINTING & PUBLISHING SHORELINE MEDIA INC ADVERTISING 250.00  
 Total For Dept 000 6,807.61  
 Total For Fund 493 DDA OPERATING FUND 6,807.61

Fund 495 WATCHCASE CONTAMINATION FUND  
 Dept 000  
 495-000-927-000 UTILITIES - SEWER CITY OF LUDINGTON SEWER 2,443.46  
 Total For Dept 000 2,443.46  
 Total For Fund 495 WATCHCASE CONTAMINATION FUND 2,443.46

Fund 508 CARTIER PARK CAMPGROUND FUND  
 Dept 000  
 508-000-123-000 PREPAID EXPENSE MICHIGAN RETAILERS ASSOCIATION MEMBERSHIP CREDIT CARD 65.00  
 508-000-740-000 OPERATING SUPPLIES STAPLES CREDIT PLAN SALES ORDERS/WRITING PADS/PENS 17.16  
 Total For Dept 000 82.16  
 Total For Fund 508 CARTIER PARK CAMPGROUND FUND 82.16

Fund 591 WATER MAINTENANCE & WATER FUND  
 Dept 000  
 591-000-123-000 PREPAID EXPENSE - WATER ENGINEERED PROTECTION SYSTEM INC ALARM SYSTEM MONITORING (01/01 - 03/31) 219.00  
 591-000-355-000 Deposit Refund MISS DIG SYSTEM MEMBERSHIP FEE 201.14  
 591-000-740-000 OPERATING SUPPLIES HEILLOOM CARPENTRY & CONSTRUCTION RETURN SECURITY DEPOSIT 500.00  
 591-000-740-000 OPERATING SUPPLIES AMERICAN SAFETY AND FIRST AID FIRST AID SUPPLIES 20.56  
 591-000-802-000 CONTRACTUAL SERVICES EVERGREEN SOLUTIONS LLC TOWELS 64.72  
 591-000-930-000 REPAIR MAINTENANCE SUPPLIES AMERICAN MESSAGING PAGING SERVICE 2.55  
 591-000-930-000 REPAIR MAINTENANCE SUPPLIES BRIGGS TRUE VALUE HARDWARE MENS LIQUICELL 36.32  
 591-000-930-000 REPAIR MAINTENANCE SUPPLIES BRIGGS TRUE VALUE HARDWARE HEAD PLUG 3.78  
 591-000-930-000 REPAIR MAINTENANCE SUPPLIES BRIGGS TRUE VALUE HARDWARE CABLE TIES 5.40  
 591-000-930-000 REPAIR MAINTENANCE SUPPLIES BRIGHAM'S OF LUDINGTON FILTER/OIL 27.08  
 591-000-930-000 REPAIR MAINTENANCE SUPPLIES NORTHERN SAFETY CO INC GLOVES 40.39  
 591-000-930-000 REPAIR MAINTENANCE SUPPLIES SPULLER CONCRETE SIDEWALK REPAIR 890.00  
 Total For Dept 000 2,010.94

Dept 556 WATER FUND  
 591-556-740-000 OPERATING SUPPLIES BRIGGS TRUE VALUE HARDWARE SNOW BRUSH 10.52  
 591-556-740-000 OPERATING SUPPLIES HAVILAND CHEMICALS 3,216.00  
 591-556-740-000 OPERATING SUPPLIES HAVILAND DRUM RETURNS (420.00)  
 591-556-740-000 OPERATING SUPPLIES JACKPINE BUSINESS CENTER INK CARTRIDGE 38.99  
 591-556-801-000 PROFESSIONAL SERVICE FISHBECK THOMPSON CARR & HUBER INC REL STUDY GEN PLAN 1,774.41  
 591-556-802-000 CONTRACTUAL SERVICES OUDDER INSTRUMENT CO. MAINTENANCE 700.00  
 591-556-802-000 CONTRACTUAL SERVICES STAR CRANE & HOIST SERVICE INC ANNUAL INSPECTION 338.50

591-556-802-000	CONTRACTUAL SERVICES	UTILITY SERVICE CO INC	WORK ON DANAHER WATER TANK	54,519.57
591-556-921-000	TELEPHONE	MALZAHN, KURT	TELEPHONE REIMBURSEMENT	30.00
591-556-930-000	UTILITIES - ELECTRIC	GREAT LAKES ENERGY	ELECTRIC	4.99
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	WASHERS/BOLTS	8.60
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	ELBOWS	2.74
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	STORAGE CASE/BATCHETS	42.34
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	TUBING/FERRULES	1.24
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	TUBING/CONNECTORS/TEES/PIPE CAP	17.78
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	INSERTS	2.70
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	GATE VALVE	15.36
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	GOO GONE/DUCT TAPE/SPONGE	25.22
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	GLOVES	11.99
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	NIPPLE/BALL VALVE/ELBOW	31.23
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	HEAT THERMOSTAT	29.99
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	BOILER DRAIN/TEE/PLUG	14.08
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	SWITCH	8.15
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	FASTENAL COMPANY	PIPE REAMER	437.27
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	KENNEDY INDUSTRIES INC	WASHER SPACERS	1,340.13
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	LUDINGTON PAINT & GLASS	BRUSHES	48.12
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	MEDLER ELECTRIC COMPANY	CLAMPS/CONNECTORS/COUPLINGS/WASHERS	180.28
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	MEDLER ELECTRIC COMPANY	CONNECTOR	1.80
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	MEDLER ELECTRIC COMPANY	POST CONNECTOR/CLAMPS/CONDUIT	177.84
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	MEDLER ELECTRIC COMPANY	CONNECTORS	52.24
591-556-930-000	REPAIR MAINTENANCE SUPPLIES	MEDLER ELECTRIC COMPANY	POST CONNECTORS	1.59
591-556-970-802	CAPITAL IMPROVEMENT-CONT	ALLIED MECHANICAL SERVICES INC	INSTALL PUMP - FINAL	11,400.00
		Total For Dept 556 WATER FUND		74,063.67

Total For Fund 591 WATER MAINTENANCE & WATER FUND 76,074.61

592-000-123-000	PREPAID EXPENSE - SM	MISS DIG SYSTEM	MEMBERSHIP FEE	201.14
592-000-123-000	PREPAID EXPENSE - WWTP	STATE OF MICHIGAN	ANNUAL PERMIT FEE - WASTEWATER	5,500.00
592-000-740-000	OPERATING SUPPLIES	AMERICAN SAFETY AND FIRST AID	FIRST AID SUPPLIES	20.55
592-000-740-000	OPERATING SUPPLIES	EVERGREEN SOLUTIONS LLC	TOWELS	64.72
592-000-802-000	CONTRACTUAL SERVICES	AMERICAN MESSAGING	PAGING SERVICE	2.55
592-000-853-100	CELLULAR PHONE	PLAMONDON, DARRYL	CELL PHONE REIMBURSEMENT	45.00
592-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	HOSE/ELBOWS	5.40
592-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	CABLE TIES	5.40
592-000-930-000	REPAIR MAINTENANCE SUPPLIES	EJ USA INC	GASKETS/CLAMP	2,201.32
592-000-930-000	REPAIR MAINTENANCE SUPPLIES	ETNA SUPPLY COMPANY	BOLTS/JOINT GASKETS/SLEEVES	3,181.80
592-000-930-000	REPAIR MAINTENANCE SUPPLIES	GRAINGER	PUMP	120.80
		Total For Dept 000		11,348.68

Dept 527 WASTEWATER FUND

592-527-740-000	OPERATING SUPPLIES	BRIGGS TRUE VALUE HARDWARE	BATTERIES/SAFETY SWIVEL	8.28
592-527-740-000	OPERATING SUPPLIES	BRIGGS TRUE VALUE HARDWARE	SPRAY TRIGGER/BRUSH	13.13
592-527-740-000	OPERATING SUPPLIES	BRIGGS TRUE VALUE HARDWARE	BATTERIES/CLEANER/THINNER	43.54
592-527-740-000	OPERATING SUPPLIES	GRAINGER	PRESSURE SWITCH	84.50
592-527-740-000	OPERATING SUPPLIES	SHOP-N-SAVE FOOD CENTER	PAPER TOWELS	69.16
592-527-740-000	OPERATING SUPPLIES	TARANCO, KEVIN	CLOTHING ALLOWANCE	125.00

592-527-740-000	OPERATING SUPPLIES	THE SHERWIN-WILLIAMS CO	PAINT	52.58
592-527-801-000	PROFESSIONAL SERVICES	WARNER NORCROSS & JUDD LLP	SERVICES RENDERED - NOVEMBER	145.00
592-527-802-000	CONTRACTUAL SERVICES	STAR CRANE & HOIST SERVICE INC	ANNUAL INSPECTION	169.25
592-527-802-000	CONTRACTUAL SERVICES	W W WILLIAMS	GENERATOR MAINTENANCE	300.00
592-527-820-000	MEMBERSHIP DUES	MWEA OFFICE	MEMBERSHIP DUES - COSSETTE	58.00
592-527-853-000	TELEPHONE	ALLARD JR, ROBERT J	TELEPHONE/CELL PHONE REIMBURSEMENT	30.00
592-527-853-100	CELLULAR PHONE	ALLARD JR, ROBERT J	TELEPHONE/CELL PHONE REIMBURSEMENT	45.00
		Total For Dept 527 WASTEWATER FUND		1,143.44
		Total For Fund 592 SEWER MAINTENANCE & WASTEWATER FUND		12,492.12

Fund 594 MUNICIPAL MARINA FUND				
Dept 000				
594-000-123-000	PREPAID EXPENSE	MICHIGAN RETAILERS ASSOCIATION	MEMBERSHIP CREDIT CARD	65.00
594-000-853-100	CELLULAR PHONE	CHRISTENSEN, JAMES	CELL PHONE REIMBURSEMENT	45.00
		Total For Dept 000		110.00
		Total For Fund 594 MUNICIPAL MARINA FUND		110.00

Fund 650 TECHNOLOGY FUND				
Dept 000				
650-000-123-000	PREPAID EXPENSE	TERRAPIN NETWORKS	IT SUPPORT - JANUARY	2,817.00
		Total For Dept 000		2,817.00
		Total For Fund 650 TECHNOLOGY FUND		2,817.00

Fund 661 MOTOR POOL FUND				
Dept 000				
661-000-740-000	OPERATING SUPPLIES	BEAVER RESEARCH COMPANY	HAND TOWELS	176.03
661-000-740-000	OPERATING SUPPLIES	EVERGREEN SOLUTIONS LLC	TOWELS	77.25
661-000-740-000	OPERATING SUPPLIES	NORTHERN SAFETY CO INC	SAFETY VESTS/SCREWDRIVER	146.74
661-000-751-000	PROPANE FILL	LAKE WELDING SUPPLY COMPANY	CYLINDER RENTAL	6.03
661-000-801-100	CDL DRUG/ALCOHOL TESTING	PRECISION MEDICAL/OCCUPATNL	MDOT PHYSICAL	128.00
661-000-802-000	CONTRACTUAL SERVICES	AMERICAN HOIST AIR & LUBE EQUIP	INSPECTIONS/PRESSURE TESTS	523.00
661-000-802-000	CONTRACTUAL SERVICES	STAR CRANE & HOIST SERVICE INC	ANNUAL INSPECTION	169.25
661-000-853-000	TELEPHONE	MCDONALD, SHAWN	TELEPHONE REIMBURSEMENT (1 YEAR)	360.00
661-000-853-100	CELLULAR PHONE	MCDONALD, SHAWN	CELL PHONE REIMBURSEMENT (1 YEAR)	540.00
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGGS TRUE VALUE HARDWARE	CHAIN	15.28
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	HYDRAULIC FILTER	69.88
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	HOSE END/HOSE	121.78
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	ELBOW/BAND CLAMP	91.11
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	U-BOLT/CLAMP	16.21
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	POWER FLOW RADIATOR	122.09
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	HOSE CLAMPS/FILTERS	(33.64)
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	FILTERS	28.14
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	LOWER SEALS	49.27
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	HOSE CLAMP	15.30
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	INTERMIX PAINT	25.33
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	STANDARD HARDENER	31.69
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	DIMMER SWITCHES	13.63
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHAM'S OF LUDINGTON	FILTER/WIPES	173.18

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	HUB ASSEMBLY	176.06
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	RELAY	11.25
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	HOSE CLAMPS	88.99
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	WATER PUMP/ENGINE MOUNT	234.23
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	DRIVESHAF/CORE DEPOSIT	132.97
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	WHEEL BEARINGS/SEALS	24.95
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	GASKET SET	6.05
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	SOCKET/RADIATOR	265.54
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	POWER STEERING KIT	(30.39)
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	FRICITION MODIFIER	9.69
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	SOCKET/KNOCK SENSOR	67.94
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	FILTERS	50.63
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	STUD NUT KIT	18.88
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	SPARK PLUGS	47.92
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	CORE DEPOSIT	(84.00)
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	FLANGES	(25.98)
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	MANIFOLD SET	73.88
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	IDLER PULLEY	21.29
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	TIE RODS/BRAKE PADS/BEARINGS/SEALS	129.97
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	SWAY BAR REPAIR KIT	11.49
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	GAUGE REPLACEMENT	8.88
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	BULBS/BATTERIES/FILTERS	115.60
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	SEALS/LUBRICANT	19.38
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	BRIGHTAM'S OF IUDINGTON	OIL SEAL	14.99
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	FASTENAL COMPANY	SCREW CAPS	152.38
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	H & R INDUSTRIES INC	INJECTOR	95.75
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	HEALY CHRYSLER DODGE, INC.	NUTS/STUDS	29.52
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	JASPER ENGINES & TRANSMISSIONS	CORE RETURN	(915.00)
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	JASPER ENGINES & TRANSMISSIONS	FRONT DIFFERENTIAL	1,529.00
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	MASTER WUFFLER & BRAKES	ALIGNMENT	44.95
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	MCMASTER-CARR SUPPLY CO	PAINT/THINNER	290.64
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	ROOT'S TIRE SERVICE CORP	WORKED ON LEFT FRONT	175.75
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	TIRE IT WHOLESALE	REPAIR TIRE	20.00
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	URKA AUTO CENTER, INC.	TUBE	16.26
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	WEST MICHIGAN INTERNATIONAL LLC	OIL TUBE	66.95
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	WEST MICHIGAN INTERNATIONAL LLC	CABLE	62.07
661-000-930-000	REPAIR MAINTENANCE SUPPLIES	WEST MICHIGAN INTERNATIONAL LLC		5,824.03
	Total For Dept 000			5,824.03
	Total For Fund 661 MOTOR POOL FUND			5,824.03

TOTAL FOR ALL FUNDS: 170,502.47

TOTAL FOR ACCOUNTS PAYABLE:

Fund 101 GENERAL FUND	62,364.93
Fund 208 RECREATION FUND	778.45
Fund 211 SENIOR CENTER FUND	308.10
Fund 216 MOVIES IN THE PARK FUND	400.00
Fund 493 DDA OPERATING FUND	6,807.61
Fund 495 WATCHCASE CONTAMINATION FUND	2,443.46
Fund 508 CARTIER PARK CAMPGROUND FUND	82.16
Fund 591 WATER MAINTENANCE & WATER FUND	76,074.61
Fund 592 SEWER MAINTENANCE & WASTEWATER FUND	12,492.12
Fund 594 MUNICIPAL MARINA FUND	110.00
Fund 650 TECHNOLOGY FUND	2,817.00
Fund 661 MOTOR POOL FUND	5,824.03
<b>TOTAL FOR ALL FUNDS:</b>	<b>170,502.47</b>

## Summary

### PREPAID EXPENDITURES

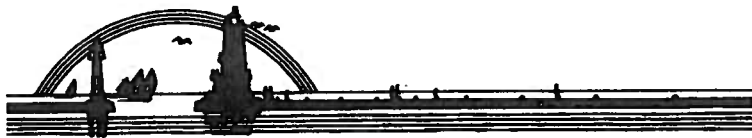
All Funds	\$	367,113.14		
Building Rehab Fund 422	\$	6,500.00		
Building Authority Fund 371				
Police Pension Fund 732	\$	1,550.00		
Tax Distributions	(2986 - 2991 )	\$	56,566.54	
TOTAL EXPENDITURES SINCE 12/03/2012:			\$	431,729.68
LESS TAX DIST., TRANSFERS & CD PURCHASES:			\$	56,566.54
TOTAL PREPAID EXPENDITURES SINCE 12/03/2012:			\$	375,163.14

### ACCOUNTS PAYABLE

ALL FUNDS:	\$	170,502.47		
TOTAL ACCOUNTS PAYABLE FOR THIS PERIOD:			\$	170,502.47
TOTAL PREPAID EXPENDITURES:			\$	375,163.14
TOTAL EXPENDITURES SINCE 12/03/2012:			\$	545,665.61



Deborah L. Luskin, City Clerk



JOHN HENDERSON, MAYOR  
JOHN E. SHAY, CITY MANAGER  
DEBORAH L. LUSKIN, CITY CLERK  
LINDA J. ROGERS, CITY TREASURER

## CITY OF LUDINGTON

400 SOUTH HARRISON STREET  
LUDINGTON, MICHIGAN 49431  
PHONE (231) 845-6237  
FAX (231) 845-1146

### MEMORANDUM

TO: Mayor Henderson and the Ludington City Council  
FROM: John Shay, City Manager *B*  
DATE: December 12, 2012  
RE: Proposed Solid Waste Yard Waste Collection and Recycling Service Agreement

The City's contract with Republic Services to provide solid waste, recycling and yard-waste services will expire on December 31, 2012. I have attached the proposed 5-year renewal contract. As some of you may recall, about 10 years ago, the City Council chose to bid out the garbage services rather than accepting the garbage company's offer to renew the contract. Because there were no other garbage providers in the area, the result was that only one bid was submitted, which was from the City's current garbage provider. The bid amount was about \$92,674.71 higher over the duration of the 5-year contract than if the City had chosen to simply renew the contract. Thus, when the contract came up for renewal in 2008, the Council chose to renew it rather than seek bids in order to avoid a large price hike. For these very same reasons, we feel it is best to again renew the contract.

The basic level of service would remain the same under the proposed contract. The rate in 2013 would decrease 2.5% from the 2012 rate. After 2013, the rates would change each year in line with the specific Consumer Price Index (CPI or inflation rate) that we have been using for the last contract, however, it would never exceed a 3% increase in order to protect the City from unanticipated price fluctuations. As with the current contract, there would be an additional fuel surcharge in the event that diesel fuel prices exceed \$4.50 per gallon. Prices for various sticker-based services, such as yard waste and bulky items stickers, would increase as outlined in the contract.

**CITY MANAGER'S RECOMMENDATION:** Adopt Ordinance No. 256-12, which authorizes the City Manager and City Clerk to sign the Solid Waste, Yard Waste Collection and Recycling Service Agreement with Republic Services.

*On the Shores of Lake Michigan*

**ORDINANCE NO. 256-12**

An ordinance to authorize the City Manager and City Clerk to enter into an agreement with the Republic Services to provide solid waste, yard waste & recycling services.

THE CITY OF LUDINGTON ORDAINS:

Section 1: The City Manager and City Clerk are authorized and directed to enter into the attached five (5) year agreement with Republic Services. Due to the lack of available bidders in the area, it is in the best interest of the City to not seek competitive bids, but rather accept the inflation-based price adjustments offered by Republic, which appear to be reasonable and provide the City with protection from unanticipated price fluctuations for garbage collection services.

Section 2: Severability: Should any provisions of this ordinance or any part thereof be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions hereof or of any other provisions of the City Code.

Section 3: Repeal: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4: Effective date: This ordinance shall be effective 20 days after publication.

Dated: \_\_\_\_\_

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_  
Deborah Luskin, City Clerk

**Certification**

I, Deborah Luskin, being the Clerk of the City of Ludington, certify that the above is a true and accurate copy of the Ordinance adopted by the City Council at their regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2012.



**SOLID WASTE, YARD WASTE COLLECTION  
AND RECYCLING SERVICE AGREEMENT**

THIS AGREEMENT made this 7<sup>th</sup> day of January, 2002~~2013~~, by and between the City of Ludington, a Michigan municipal corporation, of 400 S. Harrison Street, Ludington, Michigan 49431 (the "City") and Harland's Sanitary Landfill, Inc. DBA Republic Services, a Michigan corporation, of 3890 Camp Road, Manistee, Michigan 49660 ("Contractor"), with reference to the following facts and circumstances:

Formatted: Superscript

WHEREAS, the City desires to contract with a private contractor to provide solid waste removal, yard waste removal, hauling, recycling and disposal;

WHEREAS, the Contractor is in the business of providing solid waste removal, yard waste removal, hauling and disposal services, and has prepared plans and made arrangements to provide a recycling program in conjunction with providing such services;

WHEREAS, the City desires to contract with the Contractor, and the Contractor desires to contract with the City regarding the provision of such services;

NOW, THEREFORE, in consideration of the mutual covenants and considerations set forth herein, the parties agree as follows:

**I. DEFINITIONS**

Definitions and terms: Whenever, in the contract, the following terms (or pronouns used in place of them) occur, the intent and meaning thereof shall be interpreted as follows:

**Administrator**

Either the City Manager of the City of Ludington or his duly authorized and designated representative.

**Brush**

Twigs and shrub clippings not exceeding 4 feet in length.

**Building Refuse**

Waste materials from the demolition, construction, remodeling and repair operations on residences and other buildings, a small amount of which shall be accepted by the Contractor as the normal amount of refuse from households, if the quantity does not exceed thirty (30) pounds in weight, is less than one (1) bushel in volume, or any piece is no longer than four (4') feet in length. Exceeding these standards, it shall not be

regarded as mixed refuse but as unacceptable items, and shall be removed by a building or demolition contractor employed by the resident, or by the resident himself/herself, and may be transported by the resident to the Convenience Disposal Center during its hours of operation.

### **Bulky Items**

Includes, but is not limited to, large pieces of furniture, bed springs, storm doors and windows, metal furniture, water closets, toilets, bathtubs, sinks, carpets and pads, tires, railroad ties, fence post, or fences not exceeding 3' x 4' in dimension, brush and other discarded material incidental to the usual routine of housekeeping. Bulky items do not include household appliances such as refrigerators, freezers, stoves, washers, dryers, dishwashers, air conditioning units, furnaces, humidifiers, dehumidifiers and hot water heaters. (see Household Appliances)

### **Christmas Trees**

Trees used for decoration to celebrate the Christmas holiday.

### **Commingled Recyclables**

A collection of recyclable materials consisting of glass food containers, bottle grade plastics (#2 plastics), tin cans, aluminum cans, trays and foils, newspaper, magazines, phone books, junk mail, boxboard, cardboard, empty aerosol cans, and placed in a single, approved recycling container for collection at curbside. The City and the Contractor may mutually agree to identify other materials to be included as recyclables as methods of recycling and marketing of such materials become available. The Contractor shall provide a list of acceptable/unacceptable items.

### **County**

The governmental entity representing the incorporated area of the County of Mason, State of Michigan.

### **Curbside**

The designated physical location for the placement of refuse accumulations intended for residential service collection and disposal. This designated location shall be as near as possible to the traveled streets. The intention of the curbside designation is to allow collection by the Contractor's personnel in a rapid manner with walking or reaching requirements minimized.

### **Dumpster**

Containers of 1 to 13 cubic yard capacity.

**Garbage**

All waste material of animal, fish, fowl, fruit or vegetable matter incidental to the use and storage of food for human consumption.

**Governing Body**

The City Council of the City of Ludington.

**Gross Revenues**

Proceeds from the sales of mixed refuse bag stickers, bulky item stickers, household appliance stickers, yard waste stickers, and yard waste bags.

**Hazardous Waste**

Any waste material, which is defined by the Michigan Department of Natural Resources Hazardous Waste Management Act (Act 64 of 1979, as amended), as hazardous waste.

**Household Appliances**

Includes washers, dryers, air conditioners, microwave ovens, humidifiers, dehumidifiers, stoves, refrigerators, hot water heaters, excluding sinks, lavatories, toilets and other plumbing appurtenances.

**Industrial Refuse**

Waste materials resulting from industrial and/or manufacturing operations or processes of every nature whatsoever, including refuse material resulting from cleaning up in connection with such operations and processes. Industrial Refuse as defined in this section shall not be classified as single family home mixed refuse.

**Landfill**

Any solid waste land disposal area that receives solid waste for disposal in or upon land for which a permit, other than a general permit, is required by Public Act 641 of 1978, State of Michigan, as amended.

**City**

"City" shall mean the governmental entity, including its officers, employees and agents, representing the incorporated area of the City of Ludington, Mason County, Michigan.

**Mercantile Unit**

Any of the following business establishments: food preparers or processors, hotels, motels, retail establishments of all kinds including super markets, gas stations, offices,

convenience, department and variety stores and similar business operations. Mercantile Unit shall not include any industrial, manufacturing, construction, or agricultural businesses.

#### **Mixed Refuse-Rubbish**

Garbage and rubbish, which constitute household refuse but does not contain separated recyclables, chip-able brush, household appliances, yard waste, hazardous wastes subject to Federal, State, or Local regulations or unacceptable items. The miscellaneous solid waste material resulting from housekeeping shall include, but is not limited to packing boxes, cartons, excelsior, paper, magazines, ashes, tin cans, empty/dried out paint cans with lid off, bottles, glassware, dishes, rubber, rags, wood, leather, and floor sweepings. Also see Bulky items and Unacceptable Items.

#### **MRF**

An acronym for Material Recovery Facility. The purpose of a MRF is to provide a facility for the separation of recyclable materials from the waste stream for marketing as reusable product or raw material.

#### **Multiple-Family Residence**

A residential structure containing more than four (4) household living units. Each residential unit contained in a multiple-family residence shall not constitute a single-family home. A condominium development shall not be considered a multiple-family residence.

#### **Municipal and Governmental Unit**

Any public building or property located within the corporate limits of the City of Ludington (including the Ludington Wastewater Treatment Plant), and owned, occupied and used exclusively by the City to include public parks, public facilities, boat ramp facilities and City litter containers.

#### **Operations Manager**

The Contractor's on-site operations manager responsible for the coordination of all work completed under this contract.

#### **Resident or Residential Customer**

A resident or residential customer shall mean the owner or occupant of any single-family home located in the City.

#### **Single Family Home**

Any single household living unit within a separate residential structure containing no more than four (4) household living units. Each condominium unit, which is occupied by the owner thereof, whether it is a single stand-alone unit, part of a duplex, quadplex, part of a larger building containing numerous units, or in any other combination, shall be considered a single family home for purposes of this Contract, and shall not be considered a multiple-family residence.

#### **Unacceptable Items**

Building refuse, concrete, wood, earth, motor vehicle or machinery parts, used oil and similar items identified by agreement between the parties, shall not be collected and are the property owner's responsibility for disposal. Also excluded from the contract are tree branches or logs which exceed four (4') feet in length and four (4") inches in diameter, stumps, hazardous wastes not currently permitted by Federal, State, and Local regulations are included under this classification. See also Building Refuse and Hazardous Waste.

#### **Yard Wastes**

The miscellaneous waste material resulting from landscaping a home, including, but not limited to, grass, shrubs, flowers, brush and brush clippings (not exceeding 4 feet in length), weeds, house plants, leaves, garden waste material and dirt incidental to minor plantings.

#### **Yard Waste Bag**

A bag as specified by the Contractor.

#### **Yard Waste Cart**

A 90-95-gallon cart rented from the Contractor at the rates specified, which is used solely for the collection and placement of yard waste at the curbside.

#### **Yard Waste Collection Period**

From the first Monday of April through the last Monday of November of each year (weather permitting).

#### **Composting Facility**

A facility designated by the Contractor, which is used for the composting of yard waste in accordance with the requirements of applicable federal, state or local law, ordinance or regulation, if any.

## **II. SERVICES**

## **2.01 Mixed Refuse Collection and Disposal Service**

### **(a) Basic Residential Collection Service**

Contractor shall provide mixed refuse collection and disposal service in accordance with the terms and conditions of this contract. Basic service shall consist of one collection each week of up to three (3) 33-gallon containers or bags, containing mixed refuse properly placed at curbside by the residents of each single-family home located within the boundaries of the City.

This Section 2.01(a) shall apply to Crosswinds Condominium Project, Crosswinds Estates, or any other condominium development located in the City, unless the City shall request or consent to collection at one or more common or central points in such condominium developments, in which event, collection shall be made from such points. Designation of such central points shall not thereafter prevent the City from requiring standard collection from single family residences as described herein for such condominium developments. The designation by the City of central collection points or any subsequent designation to return to standard collection for single-family residences under this Paragraph, shall not entitle Contractor to any additional payments, nor shall any such designation entitle Contractor to any rate increase pursuant to this Agreement for increased costs of Contractor arising solely from such designations.

### **(b) Additional Mixed Refuse Bags, Bulky Items and Household Appliances**

The Contractor shall pick up any additional bags of mixed refuse or bulky items, which have the appropriate sticker attached to them and which are properly placed at curbside by the residents of each single family home. Upon request of any resident of the City, the Contractor shall collect any of the residents' household appliances, which have an appliance sticker attached. ~~Such household appliances shall be collected the last Saturday of each month.~~ The resident shall be responsible for removing any appliance from the premises and placing it at curbside by 7:00 a.m. of the day scheduled for pick up.

Upon the City's request, the Contractor shall collect and dispose of Christmas trees, as may be permitted by law.

### **(c) Sticker Service**

The Contractor shall establish a sticker system to provide for the collection and disposal of mixed refuse bags in excess of the three-bag limit provided by basic service, bulky items and household appliances. This "Sticker Service" is a cost-share system by which the resident must purchase the proper sticker. The Contractor shall set the fees with City approval.

~~The Contractor shall provide vending service to residents of the Local Unit for mixed refuse, bulky items, and appliance stickers. It will be the Contractor's responsibility to supply a sufficient quantity of mixed refuse, bulky items, and appliance stickers. It will also be the Contractor's responsibility to secure neighborhood retail outlets for sticker sales to residents and to implement such sales. The Contractor is to work with the Local Unit in making distribution of such stickers convenient to residents of the Local Unit.~~

The cost for stickers for additional mixed refuse bags, bulky items and appliances shall be determined in accordance with Sections 4.02 and 4.03. The Contractor shall set the cost of stickers with City approval.

The Contractor shall be required to record all revenues from sales of stickers and provide adequate periodic accounting of the sales program to the City, as may be reasonably requested by the City.

## **2.02 Services to Mercantile Units and Multiple-family Residences**

The Contractor shall provide mixed refuse collection service as provided herein one day each week to each mercantile unit and to multiple-family residences. The Contractor shall be required to collect a maximum of two cubic yards of mixed refuse from each such mercantile unit and multiple-family residence each week. The Contractor and any mercantile unit may contract for waste collection services in addition to those services provided hereunder.

Ludington Avenue Mercantile Units on the north side of Ludington Avenue, between North Harrison Street and North Rath Avenue, shall use the dumpster containers located in the City parking lots. The Contractor shall provide three refuse dumpsters to be dumped a minimum of three times weekly and three cardboard dumpsters, which shall be dumped a minimum of two times weekly, and any additional dumps as requested by the City. (There are three dumpster corrals: each has one refuse and one cardboard dumpster.)

The Contractor shall provide two refuse dumpsters and ~~one~~ two cardboard dumpsters for use by mercantile units located on the south side of Ludington Avenue (the 100 block of East Ludington Avenue between South Harrison Street and South James Street and the 200 block of West Ludington Avenue between South Rath Avenue and South Robert Street).

## **2.03 Convenience Disposal Center**

The Contractor shall establish a "Convenience Disposal Center" designated by the City inside the boundaries of the City, for the purpose of collecting mixed refuse bags, bulk

loads of mixed refuse, bulky items, household appliances and building refuse, which are not collected pursuant to the collection service described in Sections 2.01 and 2.02. The Convenience Disposal Center shall be operated from 8:00 a.m. to 10:00 a.m. on each Saturday beginning the second Saturday in May and continuing through the first Saturday in November of each year during the term of this contract beginning in ~~2003~~2013. The Contractor shall place ads in the local newspaper with the operating schedule. (May - Now Open / Nov. - Closed Until Spring)

The Contractor shall charge the rates set forth on Schedule 2 for acceptance of the foregoing materials.

The Convenience Disposal Center shall not accept hazardous waste, industrial waste or other unacceptable items.

#### **2.04 Municipal and Government Units**

The Contractor shall provide collection of mixed refuse and bulk items from governmental and municipal units on an as-needed basis. The Contractor shall provide containers as may reasonably be required to effectively provide such service. (see attached list)

The Contractor, at the request of the City, shall collect fish at the City's fish cleaning stations, and agrees to collect containers at the fish cleaning stations, which may contain fish offal.

#### **2.05 Recycling Program**

The Contractor shall provide weekly curbside recycling service to residents of all single-family homes located within the boundaries of the City. Such service shall provide for the collection of commingled recyclables properly placed by each resident at curbside in an 18 gallon recycling container provided by the Contractor. Collection from each resident shall be made once every week on the same day as the collection of mixed refuse. The Contractor shall furnish one 18 gallon recycling container for commingled recyclables to each single family home serviced under this Contract, including those which are part of a single structure containing between two and four single family homes. Upon request by any residential customer, the Contractor shall provide a second recycling container at no additional cost to the customers. Additional recycling containers shall be provided to residential customers at a cost set by the City.

All collected commingled recyclables shall be delivered to and processed at a licensed recycling center approved by the City.

The Contractor shall provide educational materials, at its cost and expense, with each recycling container and shall also be distributed from time to time during the term of this



contract as reasonably determined to be necessary by the Contractor and the Administrator.

The Contractor shall collect source-separated recyclable office paper from each municipal governmental or mercantile unit as may be requested by such municipal, governmental or mercantile unit. The Contractor shall provide recycling containers or recycling bags as is reasonably necessary for weekly collection of recyclable office paper from such persons.

### **2.06 Curbside Collection**

In the event that the City determines, in the exercise of reasonable discretion, whether because of unreasonable and repeated unsightly conditions, health or safety hazards, odor or similar conditions, that curbside collection of refuse and recyclables is detrimental to the health, safety or welfare of the City or its residents, the City shall have the right to require that between May 1 and October 31 of each year of this Contract and in lieu of collection, the Contractor collect refuse and recyclables from alleys which provide access to customers receiving service hereunder. Notwithstanding the foregoing, at least 60 days prior to requiring any collection from alleys, the City shall provide written notice to the Contractor describing its objections to continued curbside collection and the conditions giving rise to such objections. During such 60-day period, the parties hereto will negotiate in good faith and use their best efforts to adopt and implement procedures, which would substantially remedy or cure the conditions giving rise to such objections and permit the continuation of curbside collection. Isolated or occasional conditions or events shall not be a sufficient basis for terminating the curbside collection service provided hereunder.

Contractor agrees that in the event that the City determines to discontinue curbside collection and to require alley collection, no additional payment shall be due to Contractor, and such change shall not be deemed any increased costs or other justification for an increase in rates under this Contract.

~~Between May 1 and October 31 of each Year of this Contract~~ The Contractor shall collect refuse and recyclables pursuant to this Contract from alleys, rather than from curbside, which provide access to those customers located along Ludington Avenue and Lakeshore Drive and receiving services hereunder. ~~Contractor shall place an ad in the local newspaper, reminding Ludington Avenue and Lakeshore Drive residents of the date the pickup location changes.~~

### **2.07 Special Event Services**

The Contractor shall provide to the City two six-yard containers, as requested by the City, for use in connection with up to five "Special Events" occurring in the City. The

parties currently contemplate that the Contractor shall provide service for the following Special Events: West Shore Arts & Crafts Fair, Gold Coast Arts & Crafts Fair, the Gus Macker Basketball Tournament, ~~Community Pride Day~~ Offshore Fishing Tournament, and ~~Harbor Festival~~ one other Special Event to be determined by the City.

The Contractor shall provide all waste collection services necessary in connection with such Special Events, provided that if more than two six yard containers are required for any Special Event, the Contractor shall charge the sponsors of any such Special Event an amount equal to ten dollars (\$10.00) per cubic yard collected from the additional containers. The Contractor shall also provide containers and waste collection services, as may be requested by the City in connection with any Special Events in excess of the five Special Events contemplated herein, provided that the Contractor shall charge the sponsors of any such Special Event an amount equal to no more than fifteen dollars (\$15.00) per cubic yard of waste generated by such Special Events.

#### **2.08 Spring Clean Up Service**

On the last Saturday of April from Ludington Avenue going north, on the first Saturday of May from Ludington Avenue going south and on the second Saturday of May for Crosswinds Condominiums during each year of the term of this contract, the Contractor shall collect all mixed refuse from single-family homes placed in bags at curbside and all bulky items and all household appliances. There shall be no stickers required for bulky items or non-freon appliances. There shall be no limit on the number of bags, which may be placed at the curbside for collection. Residents wishing to dispose of tires or appliances containing freon, such as refrigerators, freezers, air conditioners and dehumidifiers must obtain the proper sticker. (Tires cost \$3.00 (must be cut in half), freon appliances cost \$30.00)

It is the Contractor's responsibility and expense to publicize the Annual Spring Cleanup service dates, along with a brief description of acceptable items, in the local newspaper and on a local radio station.

#### **2.09 Separate Collection of Yard Waste**

It is acknowledged that beginning March 31, 1995, no yard wastes from any source may be disposed of in landfills. The Contractor shall collect all yard wastes generated and separated from all other waste by municipal and governmental units for delivery to a composting site designated by the Contractor and approved by the City. During the Yard Waste Collection Period, the Contractor shall provide weekly curbside yard waste collection service to residents of all single-family homes located within the boundaries of the City. Such service shall provide for the collection of yard wastes properly placed by the resident at the curbside in approved yard waste bags or in a yard waste cart. Collection from each resident shall be made once each week pursuant to the schedule

established in accordance with this Contract. All collected yard waste shall be delivered to and processed at a Composting Facility approved by the City.

The Contractor shall offer to rent to residents a Yard Waste Cart. Residents may purchase yard waste bags from the Contractor for yard waste collection. The Contractor shall set all rates with City approval.

It is the Contractor's responsibility and expense to publicize the yard waste schedule with options and cost in the local newspaper.

## **2.10 Disposal of Unacceptable Items**

Residential customers, mercantile units, multiple-family residences and municipal and governmental units are absolutely prohibited from mixing unacceptable items or hazardous waste with other refuse or recyclables intended to be collected pursuant to this contract, or otherwise placing such unacceptable items or hazardous waste in bags, containers or bundles for collection by the Contractor. Neither the City nor the Contractor shall be responsible for determining whether refuse or recyclables placed for collection contains unacceptable items or hazardous waste, and neither party shall be liable to the other party for any violations of this Section by residential customers, mercantile units or multiple-family residences.

In the event any person violates this Section, the Contractor shall notify in writing such person that has violated this Section and, if such person continues to violate this Section, the Contractor shall have the right to terminate collection service to such person by written notice without any reduction in the rates and charges set forth in Section 4.01. The Contractor shall provide the City with copies of all notices of violations or terminations.

## **III. Term**

### **3.01**

The term of this Contract shall begin January 1, ~~2003-2013~~ and shall continue for a period of five years until December 31, ~~2007~~2017, and provided there has occurred no material breach of any of the obligations and covenants of the City provided hereunder which have not been cured, the City shall have the right to extend this Contract for a term equal to the original term of this agreement on terms and conditions mutually agreeable between the parties. The City shall send written notice by delivery of such renewal not earlier than 180 days and not later than 60 days prior to the expiration of the initial term or any renewal term as the case may be. However the City is in no way obligated to extend or enter discussions for the purpose of extending this Agreement beyond December 31, ~~2007~~2017.

#### IV. Rates and Charges

##### **4.01 Collection of Mixed Refuse and Recyclables**

The City shall pay to the Contractor a service charge of:

January 1, ~~2003-2013~~ \$391,261.06 per year, payable in twelve equal monthly payments of \$32,605.09

January 1, ~~2004-2014~~ 2013 rate plus the percentage increase in the CPI from 2012-2013, but such increase not exceeding 3.0%.

Formatted: Indent: Left: 0", Hanging: 2"

January 1, ~~2005-2015~~ 2014 rate plus the percentage increase in the CPI from 2013-2014, but such increase not exceeding 3.0%.

January 1, ~~2006-2016~~ 2015 rate plus the percentage increase in the CPI from 2014-2015, but such increase not exceeding 3.0%.

January 1, ~~2007-2017~~ 2016 rate plus the percentage increase in the CPI from 2015-2016, but such increase not exceeding 3.0%.

##### **Five Year Extension**

January 1, ~~2008-2018~~ 2017 rate plus the percentage increase in the CPI from 2016-2017, but such increase not exceeding 3.0%.

Formatted: Indent: Left: 0", Hanging: 2"

January 1, ~~2009-2019~~ 2018 rate plus the percentage increase in the CPI from 2017-2018, but such increase not exceeding 3.0%.

January 1, ~~2010-2020~~ 2019 rate plus the percentage increase in the CPI from 2018-2019, but such increase not exceeding 3.0%.

January 1, ~~2011-2021~~ 2020 rate plus the percentage increase in the CPI from 2019-2020, but such increase not exceeding 3.0%.

January 1, ~~2012-2022~~ 2021 rate plus the percentage increase in the CPI from 2020-2021, but such increase not exceeding 3.0%.

CPI is defined to mean the "Consumer Price Index - All Urban Customers; Non-Seasonally Adjusted Detroit-Ann Arbor-Flint Index for all items less energy." The increase in the CPI shall be computed by calculating the average of the index values from January – October from both the previous year and the current year and determining the percentage change in these two values rounded off to the nearest tenth of a percent.

By way of example only from the table below, the average value from January – October 2005 is 194.5. The average value from January – October 2006 is 198.4. The

percentage increase from 2005 to 2006 is 2.0%. Thus, the contract price would increase 2.0% in January 2007.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann
2005		193.5		193.8		193.6		194.8		196.6		194.9	194.4
2006		197.1		198.1		197.3		199.0		200.3			

During the term of this Agreement (January 1, 2013 – December 31, 2017), there shall be no price increases from month to month or year to year, except as specifically provided herein. The benchmark price of diesel fuel shall be determined by the Department of Energy's published purchase price of Number Two diesel fuel as listed on January 1, 2013. The compensation paid to the Contractor shall increase \$ per month in the event that the benchmark price of Number Two diesel fuel is in excess of \$4.50 per gallon. By way of example only, the fuel surcharge would apply as follows:

Any fuel surcharges, which result from the requirements of this section, shall not be included in the base rate calculations for purposes of this section.

**4.02 Price of Stickers for Additional Mixed Refuse Bags, Bulky Items and Household Appliances**

For the first year of the term of the Contract, and, unless increased pursuant to Section 4.03, for each year thereafter during the term of this Contract, the price of stickers to be affixed to additional mixed refuse bags, bulky items and household appliances shall be as set forth on Schedule 1 attached hereto.

**4.03 Increase in Rates and Sticker Fees**

**(a) General Increases**

The Governing Body of the City shall approve any increase in the rates of sticker fees for any year of the contract after the first year of the term. If the Contractor desires to increase the rates or fees, the Contractor shall make a proposal in writing to the Governing Body of the City, at least sixty days prior to the effective date of a suggested increase. The Contractor may request sticker fee increases only on an annual basis. The Governing Body of the City shall review and consider approval of any request for a fee increase up to a maximum of five percent (5%) over the applicable sticker fees then in effect, if the Contractor has submitted written documentation of an increase in its costs of collection, disposal or recycling of such items for which stickers are required.

## V. OPERATION

### **5.01 Collection Frequency and Volume/Weight Limitations**

#### **(a) Mixed Refuse and Recyclables**

All mixed refuse and commingled recyclables shall be collected once every week, from each single family home by the Contractor. In accordance with the schedules established as provided herein, the Contractor shall collect all mixed refuse up to three bag limit (the three bag limit for single family homes between two and four residences), all bulky items and additional bags of mixed refuse properly stickered, and commingled recyclables placed by the residential customer for collection at the curb or, in the event there is no curb, at the edge of the street, fronting each single family home. The Contractor shall clean up debris lying on the ground (broken glass, paper, etc.). Contractor shall place the empty container at the curbside.

The residential customer shall place all mixed refuse in mixed refuse bags, provided, however, that any material that will not conveniently fit inside bags shall be collected if tied securely in bundles not to exceed four (4') feet in width, length and height and a bulky item sticker is affixed thereto. Such bundles shall be placed with the bags at the curbside. Mixed refuse bags and such bundles shall not exceed fifty-five (3055) pounds and thirty-five (35) gallon size each.

Commingled recyclables shall be placed into approved containers, to be supplied by the Contractor for that purpose, and placed at the curbside on the scheduled collection date for recyclable at the same time as the mixed refuse.

The Contractor shall be responsible for the replacement of recycling containers, which are damaged by normal use. It is the resident's responsibility to protect such containers from loss or damage from abuse, negligence or recklessness. If it is determined by the Contractor that such containers are lost or damaged intentionally by the residential customer or due to negligence or recklessness of the residential customer, Contractor may charge the residential customer for replacement.

The Contractor shall attach tags to any mixed refuse bags, bulky items, household appliances or other refuse not collected by the Contractor identifying in detail the reason such refuse or recyclables are not collected. The Contractor shall provide the City with a list of any such tags that are written.

#### **b.) Operation of Yard Waste Collection Program**

All yard waste shall be collected by the Contractor once each week from each single-family home to which yard waste collection service is required to be provided hereunder. In accordance with the schedules established as provided herein, the

Contractor shall collect yard waste placed by the residential customer for collection at the curbside or, in the event there is no curb, at the edge of the street, fronting each single-family home.

Yard waste shall be placed into Yard Waste bags, as specified by and purchased from the Contractor, or yard waste collection carts rented from the Contractor, and placed at the curbside on the scheduled date for collection. The curbside collection of yard waste shall be subject to provisions of Section 2.06 of the Agreement.

Contractor, at its expense, shall provide customers with Yard Waste Collection Service options, as deemed necessary by the City.

## **5.02 Collection Trucks and Equipment**

### **(a) Readiness to Serve**

The Contractor shall make all collections of mixed refuse, bulky items, and commingled recyclables and shall transport such refuse to a licensed disposal site approved by the City, in and by the use of modern, sanitary, collection vehicles.

For this purpose, the Contractor shall provide and maintain during the entire period of this contract a fleet of such collection vehicles and support or back-up vehicles sufficient in number and capacity to efficiently perform the work and render the services required hereunder. The Contractor shall submit information as to the number and type of vehicles required for the performance of all collection and disposal services to the City upon request. Sufficient equipment and personnel shall be furnished to make one (1) complete collection each week of mixed refuse, recyclables and yard waste from all single family homes within the hours specified.

The vehicles used for mixed refuse collections shall have a completely enclosed, water-tight body and shall be properly designed so that the wheel and axle loads with a fully loaded body shall not exceed the schedule of weights allowed by the laws of any County, and the State of Michigan. If it is not possible to fully load the body and stay within the limits of the law, the Contractor shall be required to reduce the loads in the body until they do conform to the law and still comply with the terms of this agreement.

### **(b) Fleet Maintenance**

Each collection vehicle shall be kept in a mechanically safe and sanitary condition at all times. The equipment shall be painted uniformly and must be maintained in good condition. Each piece of equipment shall be assigned a number, which shall be clearly painted on the side doors of the cab along with the Contractor's name. The Contractor shall not use the name of the City or other words implying municipal ownership. The

equipment shall be cleaned as often as necessary to keep it presentable and reasonably free from objectionable odors.

### **5.03 Employees**

The Contractor shall employ for all parts of the work only qualified properly trained workers and supervisors. Should the City at any time give notice in writing to the Contractor or his representative that the work or behavior on the job of any employee is or in any way a detriment to the satisfactory progress of the work, then following insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, consultation between the Contractor and the City, at the request of the City such employee shall be removed by the Contractor from any and all collection services required by this Contract and shall not be permitted or be allowed to further engage in such collection services without the consent of the City.

Employees shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with property without the consent of the owner or occupant thereof.

### **5.04 Disposal Sites; Compliance with Law**

The Contractor agrees to dispose of all refuse in a Type II Licensed Landfill, approved by the City.

The Contractor agrees to and assumes complete responsibility for securing any and all permits, licenses, privileges or rights of any nature necessary for the collection and deposit of mixed refuse which are or might be necessary and required of the Contractor by any authorized governmental agency. The Contractor shall be responsible for providing the City on request identification of disposal sites and certification from the operators of such disposal sites that said disposal sites are in compliance with all applicable Federal, State, and Local laws and regulations.

### **5.05 Administration of Contract**

The Contractor is required to use its best efforts to resolve any and all complaints of failure to make collection from a collection point in accordance with the Contractor's published schedule of collections. Action to resolve such complaints shall be made not later than noon the following day. The Contractor shall not be required to use a collection unit of the load-packer type, but may use a small pickup truck to make such emergency collections. This paragraph shall not apply to complaints for failure to make a pickup because of an alteration in the schedule due to a holiday or other unforeseen circumstances. Should any such complaints remained unresolved beyond the required compliance time, the City may take such action reasonably necessary to resolve the



complaint, which may include making such collection with employees of the City, and the cost of such collection shall be borne by the Contractor.

#### **5.06 Recycling Container Care and Replacement**

The Contractor shall provide each single family home with an eighteen (18) gallon recycling container. The Contractor shall exercise all reasonable care and diligence in handling containers. The City shall cooperate in requiring residents to maintain the containers, and the Contractor shall exercise due care in preventing damage thereto and shall replace containers in an erect position. In the event the Contractor damages a resident's container, the Contractor shall be responsible to replace it within (48) hours (excluding Saturdays and Sundays). The Contractor shall maintain at all times a reasonable number of replacement recycling containers to provide timely replacement of defective or stolen containers.

#### **5.07 Schedules and Routes**

The Contractor shall schedule regular collection of mixed refuse, bulky items, recyclables (Tuesday through Friday) and yard waste (Mondays). The Contractor shall deposit with, and furnish to, the City schedules of routes and day or days on which routes will be worked.

The Contractor shall, at his own expense, by publication in a newspaper of local circulation, and by local radio station notify residents of the schedule of collections for mixed refuse and commingled recyclables whenever any changes to the current or then current schedule are made. This notice shall contain the following information: the day of the week upon which collections will be made for each collection district; the weekly schedule for collection; a map of the boundaries of the City, which delineates the collection districts by street; the name, address and telephone number of the Contractor; the proper location for the bags and containers pending collection and the time of day at which containers and bags must be so placed. Said notice shall be published not less than one (1) week prior to the effecting change from the current collection schedule.

Schedule changes and notices shall be submitted to the Administrator prior to publication or mailing.

On Saturdays, during which time the Convenience Disposal Center is open and all other times deemed necessary by the City, the Contractor shall collect mixed refuse from the downtown barrels, Steams Park, Copeyon Park, Municipal Marina, City Park, Loomis Street Boat Ramps and Waterfront Park.

#### **5.08 Collection Time**

The collection times for single-family residential premises in the City shall be between the hours of 7:00 a.m. and 5:00 p.m. of the day scheduled for collection, and collection times for mercantile units shall be between the hours of 6:00 a.m. and 5:00 p.m. on the day scheduled for collection. Except as set forth in Section 5.12, no collection shall be made on any Sunday. The Contractor shall contact the Department of Public Works if a vehicle has broken down and is running behind schedule.

#### **5.09 Supervisory Personnel**

The Contractor shall provide an operations manager to supervise all work and operations to be performed under this contract. The operations manager shall have substantial experience in the management and operation of a garbage and refuse collection system for a similar sized municipality.

#### **5.10 Routing Schedule**

The Contractor shall be responsible for establishing and publishing any routing schedule necessary to achieve the aims of the collection service provided herein. This may include but not be limited to designating collection districts and routes to provide efficient collection service. All such schedules and routings shall be submitted to the Administrator by the Contractor.

#### **5.11 Reports**

The Contractor shall be required to maintain adequate records on a monthly basis and submit such reports as reasonably requested from time to time by the City to determine the efficiency and effectiveness of the solid waste programs.

The Contractor shall provide the following information to the City on a semi-annual basis:

Number of stops/residential

Apartment complexes (for units of less defined as Single Family)

Mercantile businesses

Amount of Mixed Refuse (tonnage) being generated by the City.

Amount of recycling generated by the City.

#### **5.12 Holidays**

Collections shall not be scheduled on the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

When the above holidays fall during the week, all routes will be run one day later the remainder of the week. In the event a holiday falls on a Saturday, the Contractor will provide collection service to municipal governmental units on Sunday if necessary.

The Contractor, at its own expense, shall publicize changes in the pick-up schedule due to the holiday in the local newspaper.

### **5.13 Approved Containers**

The Contractor shall provide each single family home with one 18-gallon recycling container and a second container if requested by the customer, for the storage and curbside set-out of recyclables for collection. The containers provided for recycling collection shall meet or exceed the industry standard for recycling containers.

Such containers shall be of a color or configuration that clearly distinguishes them as different from any garbage or refuse waste container. Each container shall have permanently embossed on it the Contractor's name and local telephone number. The Contractor may optionally imprint a unique identifying serial number on each container. Samples of each container shall be available for inspection.

Recycling containers are the property of the Contractor.

### **5.14 Office**

The Contractor shall maintain an office for the receipt of service calls and complaints. Such office shall be open and available for such calls Monday through Friday of each week from 7:00 a.m. to 5:00 p.m. Such office shall contain at least one toll free line for calls from within the boundaries of the City and listed under the name of the Contractor in the local telephone directory. The Contractor shall provide an employee attendant in such office during all hours that such office is required to be open to take care of complaints, orders for special pick-up service, or to receive instructions. In the event that collection activities continue later than 5:00 p.m. on weekdays or at any time on a Saturday, an employee attendant will remain in service until all route collections are completed.

### **5.15 Complaints**

All complaints of residents concerning the collection and removal of refuse and recyclables received by the Contractor shall be logged and forwarded to the Contractor's Operations Manager for immediate action. The Contractor shall maintain a monthly record of missed stops, complaints and their disposition, and, at the request of

the Administrator, shall forward a copy of the record or a reasonable summary thereof to the City.

#### **5.16 Closed Streets and Emergencies**

Service shall not be discontinued because of streets, which are closed temporarily due to construction or for other reasons. The City agrees to cooperate with the Contractor in providing reasonable access to collection points during such situations.

In the event of a declared civil emergency, such as a snow emergency, the Contractor shall work with the Administrator in promptly resuming service as conditions permit.

#### **5.17 Field Rules and Regulations**

The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other reasonable rules and regulations as the City may promulgate from time to time.

1. All refuse spilled by the Contractor shall be picked up by the Contractor in the course of its regularly scheduled pick-up.
2. Employees shall be courteous. Disorderly workers shall be removed from the collection service if requested by the City after consultation with the Contractor.
3. Collection crews shall neither consume narcotic drugs nor drink alcoholic beverages nor accept re-numeration of any kind from residents while performing services under this contract.

### **VI. INSURANCE INDEMNIFICATION**

#### **6.01 Workers' Compensation**

The Contractor shall carry, through a company authorized under the laws of the State of Michigan, a policy to protect the Contractor against liability under the Workers' Compensation and occupational statutes of the State of Michigan.

#### **6.02 Automobile Liability Insurance**

The Contractor shall carry in Contractor's own name a policy under the comprehensive form to insure the entire automobile liability for Contractor's operation with limits of not less than \$1,000,000.00 per person bodily injury, \$3,000,000.00 aggregate bodily injury; and \$1,000,000.00/\$3,000,000.00 limits for property damage liability.

#### **6.03 General Liability**

The Contractor shall carry in Contractor's own name a comprehensive liability policy other than automobile for his operation under this contract with limits of not less than \$1,000,000.00 per person bodily injury, \$2,500,000.00 aggregate bodily injury; \$1,000,000.00/\$2,500,000.00 limits for property damage liability.

#### **6.04 Loss Payee**

All required insurance shall name the City as an additional insured and certificates showing such insurance to be in force shall be deposited with the City at the time this contract is executed.

#### **6.05 Indemnity**

The Contractor shall indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorney's fees ("Losses"), arising out of (i) injury or death to any person or damage to property caused by the willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in connection with this Contract, (ii) disposal of refuse, recyclables or yard waste collected hereunder in violation of any applicable federal, state or local laws or ordinances, (iii) the disposal of mixed refuse at the Landfill being used by the Contractor or (iv) disposal of any refuse by Contractor at any landfill not authorized by the City in writing. Notwithstanding the foregoing, the Contractor shall not indemnify or save harmless the City or be liable for any Losses arising out of (a) the placement at curbside or other delivery to Contractor of unacceptable items or hazardous waste in violation of this Contract, unless the Contractor or any of its employees knows of such violation prior to the disposal of any such items or waste or (b) the willful or negligent act or omission of the City, its officers, agents, servants and employees.

### **VII. MISCELLANEOUS**

#### **7.01 Nondiscrimination**

The Contractor and any subcontractors providing services under this contract shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, natural origin, age, sex, height, weight or marital status, or disability, and shall not discriminate in the provision of the services required herein on the basis of any disability.

#### **7.02 Remedies**

##### **(a) Termination; Other Remedies**

In the event of any material breach of this contract, the non-breaching party may terminate this contract if such breach is not cured within fifteen (15) days following delivery of written notice thereof to the breaching party, which notice shall specify the breach and notify the breaching party of the right to terminate the contract as provided herein. For purposes of this paragraph, isolated breaches of the contract, as may be evidenced by individual complaints of residential customers or other customers, and which do not evidence a communitywide pattern of failure of the Contractor to substantially perform and satisfy covenants, agreements and obligations provided herein, shall not constitute a material breach of this contract or give rise to a right of termination hereunder. Each party shall be entitled to such relief as available in law or equity, in addition to any other remedy provided herein.

**(b) Negotiations of Disputes**

At least thirty (30) days prior to effecting the termination procedure set forth in paragraph (a) above, or taking any other action against the other party for breach of this Contract, the complaining party shall notify the other party in writing of the complaint which it may have against the other with respect to the performance of the covenants, agreements and obligations provided herein, and both parties shall attempt to resolve any disputes through discussion and negotiation in good faith.

**(c) Right to Terminate**

The parties agree that City shall have the right to terminate this Agreement upon 60 days prior notice, in the event that City shall determine that for budgetary or other reasons such termination is in the best interest of the City and its residents. In the event of such termination, the City may use City employees to perform the services provided in this contract, but may NOT, during the term of this contract, enter into any contract with an independent contractor or subcontractor to perform such services. In addition, City shall have the right to terminate this Agreement if it reasonably believes that the Contractor does not have the ability to perform the contract. In such event, the City shall notify the Contractor at least ten (10) days prior to such termination. Contractor shall have the right during such ten (10) day period to provide satisfactory proof to the City that it has the ability to perform under the contract. If Contractor fails to supply sufficient information to adequately satisfy the City of its ability to perform under this contract, the City shall then have the right to terminate this Agreement. In the event of termination, City shall pay Contractor for all work performed prior to the date of termination less any set-offs. Nothing in this paragraph shall limit the ability of the City to terminate this Agreement in the event of default by the Contractor.

**7.03 Notice**

Any notice, request, instruction or other document to be given hereunder by any party hereto to any other party shall be in writing and shall be delivered personally or sent by first-class mail, postage prepaid, if to the City, at the address set forth on page 1 hereof, and if to the Contractor, at the address set forth on page 1 hereof, or to such other address as either party may designate by written notice to the other.

#### **7.04 Independent Contractor**

The Contractor shall be deemed an independent contractor, and shall not constitute a partner, agent, or employee of the City, and this contract shall not result in the establishment of a partnership or a joint venture between the City and the Contractor.

#### **7.05 Governing Law**

This contract and the legal relations between the parties hereto shall be governed by the laws of the State of Michigan. In performing this contract, the parties shall comply with all federal state and local laws, regulations, ordinances or legal requirements.

#### **7.06 Amendment**

This contract may not be altered or amended except pursuant to an instrument in writing signed by the parties hereto, except that any amendments thereto must be approved by resolution of the Governing Body of the City in order to bind the City. It is acknowledged that in the event that events or circumstances arise, which are not contemplated by the parties as of the date hereof, including but not limited to changes in federal, state, local laws or regulations regulating the services provided herein, or the need to provide additional services not currently contemplated herein, the parties will negotiate in good faith to make such amendments and additions to this contract in order to take into account such unforeseen events or circumstances.

#### **7.07 Counterpart Agreements**

This contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

#### **7.08 Severability**

In the event any provisions of this contract are determined to be illegal or unenforceable, the remaining provisions hereof shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.

#### **7.09 Disclaimer Clause**

~~The Profile Chart of Contract Services was provided by the former contractor Whitelake Landco. Although the City of Ludington believes that these figures to be accurate, the City of Ludington shall not be held responsible for any inaccurate information as included in these documents.~~

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Shay, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Luskin, City Clerk

\_\_\_\_\_  
Date

|



**SCHEDULE 1**  
**CUSTOMER FEES**

(Cost Share Program – Fees set by the Contractor with City Approval)

Additional Mixed Refuse Bag Sticker	\$ <del>1.50</del> <u>2.00</u> Per Bag/Sticker
Bulky Item Sticker (30 Lbs. or Less and 4 Ft. or Less in Length)	\$ <u>35.00</u> Per Item
Appliances (Without Freon) Sticker	\$ <del>1520.00</del> Per Appliance
Appliances (WITH FREON) Sticker (Refrigerators, Air Conditioners, Dehumidifiers, etc.)	\$ <del>3540.00</del> Per Appliance
Yard Waste Bags (Purchased from the Contractor)	\$ <del>1.50</del> <u>2.00</u> Per Bag
Yard Waste Carts (Rented from Contractor) (Minimum 90 Gallon)	\$ <del>5065.00</del> Per Season
Additional Recycle Bins (If Customer requests more than 2 bins which are already provided by the Contractor)	\$ <u>57.00</u> Per Bin
Min. 90 Gallon Refuse Container (Rental Fee) (Provided by the Contractor at Customer Request)	\$3.00 Per Month Billed Quarterly
City Resident Dumpster – Delivery Fee	\$35.00 One Time Fee
(Based on a 4 Yd. Dumpster) Dump Fee	\$50.00 Each Dump
<u>Roofing Materials</u>	<u>\$85.00 Each Dump</u>

NOTE: Stickers, Recycle Bins, Refuse Carts, Yard Waste Carts and Yard Waste Bags to be made available by the Contractor at the Customer's request. Customer shall pay the associated "Fee" as specified in Schedule 1.

**SCHEDULE 2**  
**SATURDAY CONVENIENCE CENTER**

8:00 a.m. – 10:00 a.m.

STARTING THE SECOND SATURDAY IN MAY THROUGH THE FIRST SATURDAY  
IN NOVEMBER

**\*\*FEES\*\***

(Cost Share Program -Fees set by the Contractor with City Approval)

Mixed Refuse	\$1.00 Per Bag
Bulky Items	\$3.00 Per Bulky Item
Bulk Load of Mixed Refuse Or Bulk Load of Bulky Items	<del>\$15</del> 20.00 Per Load Delivered in a Standard Size Pickup Truck or Smaller Vehicle
Appliance (Without Freon)	\$15.00 Per Appliance
Appliances (WITH FREON) (Refrigerators, Air Conditioners, Dehumidifiers, etc.)	<del>\$25</del> 35.00 Per Appliance
Bulk Load of Building Waste	<del>\$20</del> 25.00 Per Load Delivered in a Standard Size Pickup Truck or Smaller Vehicle

### SCHEDULE 3

#### MUNICIPAL AND GOVERNMENTAL UNITS

(See attached "Profile" chart for pickup locations & # of pickups)

Cartier Park	1254 N. Lakeshore Drive
Stearns Park	N. Lakeshore Drive
City Park	100 Block N. Lewis St. (both sides) North of Ludington Ave.
Loomis Street Boat Ramps and Park	Very west end of Loomis St., South off of Ludington Ave.
Copeyon Park	West off of South Washington Ave. – Between 2 <sup>nd</sup> & 3 <sup>rd</sup> St.
Municipal Marina	201 S. William St. (Directly across from the DPW)
Senior Center	308 S. Rowe Street
Ludington Fire Dept.	210 W. Loomis Street (intersection of Robert Street)
Lakeview Cemetery	906 N. Lakeshore Drive
Water Treatment Plant	501 N. Lakeshore Drive
Wastewater Treatment Plant	5160 W. Sixth Street
Utility Maintenance Dept.	322 East Lake Street
City Barrels	(Central Business District) Downtown area; Court to Dowland, Delia to Lakeshore
DDA Dumpsters	In parking lots located north of Ludington Ave. <del>Avenue</del> between North Rath Ave. <del>Avenue</del> & <del>and North Harrison St.</del> <del>Street and</del> in parking lots located south of Ludington Avenue between South Harrison Street and South Robert Street <del>400 block of S. James St. – Located in alley between Harrison &amp; James</del>
James Street Restrooms & Gazebo area	100 Block N. James St.
Dept. of Public Works (Includes Motor Pool)	<del>201 S. William</del> <u>975 First</u> Street
Municipal Building Offices & Police Dept. Offices	400 S. Harrison Street
Waterfront Park	South off of East Filer St. along PM Lake waterfront

The City may add locations at any time.

~~The Contractor agrees to the terms set forth in the Solid Waste, Yard Waste Collection and Recycling Service Agreement dated 2012.~~

\_\_\_\_\_  
\_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Date

Acceptance of Proposal

~~The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.~~

\_\_\_\_\_  
\_\_\_\_\_  
John Shay, City Manager \_\_\_\_\_ Date

\_\_\_\_\_  
\_\_\_\_\_  
Deborah Luskin, City Clerk \_\_\_\_\_ Date

~~THIS SPACE IS RESERVED FOR CONTRACTOR'S COMMENTS IN REGARD TO ANY SERVICE INCLUDED IN THE AGREEMENT~~

#### AMENDMENT NO. 1

~~The Contractor and the Local Unit agree to amend the Solid Waste, Yard Waste Collection and Recycling Service Agreement ("Agreement") dated August 12, 2002 as follows:~~

~~Section 1: The Local Unit shall pay to the Contractor a fuel surcharge in the amount \$13,092.00 payable in twelve (12) equal monthly payments of \$1,091.00 from January 2007 to December 2007.~~

~~Section 2: This 2007 fuel surcharge shall be added to the Base Service Charge prior to calculating the 2008 rate increase.~~

~~Section 3: Pursuant to the current Agreement, the Base Service Charge shall be \$366,897.17 effective January 1, 2007. The Agreement shall be extended until December 31, 2012 as follows:~~

- ~~1/1/2008 — 2007 Base Service Charge + 2007 Fuel Surcharge + the increase in the CPI, not to exceed 3.0%, times the preceding year's rate (i.e. \$366,897.71 + \$13,092 = \$379,989.71 plus the percentage increase in the CPI from 2006-2007 but such increase not exceeding 3.0%).~~
- ~~1/1/2009 — 2008 rate plus the percentage increase in the CPI from 2007-2008, but such increase not exceeding 3.0%.~~
- ~~1/1/2010 — 2009 rate plus the percentage increase in the CPI from 2008-2009, but such increase not exceeding 3.0%.~~
- ~~1/1/2011 — 2010 rate plus the percentage increase in the CPI from 2009-2010, but such increase not exceeding 3.0%.~~
- ~~1/1/2012 — 2011 rate plus the percentage increase in the CPI from 2010-2011, but such increase not exceeding 3.0%.~~

~~CPI is defined to mean the "Consumer Price Index - All Urban Customers; Non-Seasonally Adjusted Detroit-Ann Arbor-Flint Index for all items less energy." The increase in the CPI shall be computed by calculating the average of the index values from January - October from both the previous year and the current year and determining the percentage change in these two values rounded off to the nearest tenth of a percent.~~

~~By way of example only from the table below, the average value from January - October 2005 is 194.5. The average value from January - October 2006 is 198.4. The percentage increase from 2005 to 2006 is 2.0%. Thus, the contract price would increase 2.0% in January 2007.~~

<del>Year</del>	<del>Jan</del>	<del>Feb</del>	<del>Mar</del>	<del>Apr</del>	<del>May</del>	<del>Jun</del>	<del>Jul</del>	<del>Aug</del>	<del>Sep</del>	<del>Oct</del>	<del>Nov</del>	<del>Dec</del>	<del>Ann</del>
<del>2005</del>		<del>193.5</del>		<del>193.8</del>		<del>193.6</del>		<del>194.8</del>		<del>196.6</del>		<del>194.9</del>	<del>194.4</del>
<del>2006</del>		<del>197.1</del>		<del>198.1</del>		<del>197.3</del>		<del>199.0</del>		<del>200.3</del>			

~~Section 4: During the term of this Agreement (January 1, 2008 - December 31, 2012), there shall be no price increases from month to month or year to year, except as specifically provided herein. The benchmark price of diesel fuel shall be determined by the Department of Energy's published purchase price of Number Two diesel fuel as listed on January 1, 2008. The compensation paid to the Contractor shall increase \$123.90 per month in the event that the price of fuel is in excess of a \$0.10-per-gallon increment above the benchmark price. The Contractor shall credit the Local Unit's service charge by \$123.90 per month in the event that the price of fuel is in excess of a \$0.10-per-gallon increment below the benchmark price. By way of example only, the fuel surcharge would apply as follows:~~

<del>Benchmark (per gallon)</del>	<del>Price of Fuel</del>	<del>Monthly Surcharge/(Credit)</del>
<del>\$2.50</del>	<del>\$2.60</del>	<del>\$0</del>
<del>\$2.50</del>	<del>\$2.63</del>	<del>\$123.90</del>
<del>\$2.50</del>	<del>\$2.70</del>	<del>\$123.90</del>
<del>\$2.50</del>	<del>\$2.75</del>	<del>\$247.80</del>
<del>\$2.50</del>	<del>\$2.40</del>	<del>\$0</del>
<del>\$2.50</del>	<del>\$2.38</del>	<del>(\$123.90)</del>
<del>\$2.50</del>	<del>\$2.30</del>	<del>(\$123.90)</del>
<del>\$2.50</del>	<del>\$2.25</del>	<del>(\$247.80)</del>

~~Any fuel surcharges, which result from the requirements of this section, shall not be included in the base rate calculations for purposes of Section 3 above.~~

~~Section 5: Schedule 1 (Customer Fees) shall be amended to reflect that the fee for Yard Waste Carts shall increase from \$55 per season to \$60 per season effective January 1, 2008 through December 31, 2012.~~

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

\_\_\_\_\_  
Contractor \_\_\_\_\_ Date

\_\_\_\_\_  
John Shay, City Manager \_\_\_\_\_ Date

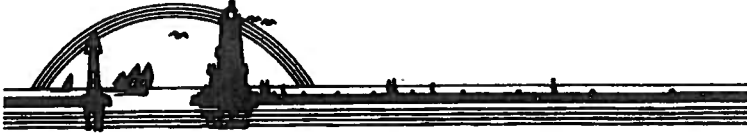
\_\_\_\_\_  
Deborah Luskin, City Clerk \_\_\_\_\_ Date

**Republic Services**  
**Ludington - Fuel Recovery Fee Table**  
**All Price Per Gallon Information From DOE**

DOE Avg Price Per Gallon at Least:	Fuel Recovery Fee	DOE Avg Price Per Gallon at Least:	Fuel Recovery Fee	DOE Avg Price Per Gallon at Least:	Fuel Recovery Fee	DOE Avg Price Per Gallon at Least:	Fuel Recovery Fee	DOE Avg Price Per Gallon at Least:	Fuel Recovery Fee
\$4.50	0.00%	\$5.01	1.96%	\$5.52	3.92%	\$6.03	5.88%	\$6.54	7.83%
\$4.51	0.04%	\$5.02	2.00%	\$5.53	3.96%	\$6.04	5.91%	\$6.55	7.87%
\$4.52	0.08%	\$5.03	2.04%	\$5.54	3.99%	\$6.05	5.95%	\$6.56	7.91%
\$4.53	0.12%	\$5.04	2.07%	\$5.55	4.03%	\$6.06	5.99%	\$6.57	7.95%
\$4.54	0.15%	\$5.05	2.11%	\$5.56	4.07%	\$6.07	6.03%	\$6.58	7.99%
\$4.55	0.19%	\$5.06	2.15%	\$5.57	4.11%	\$6.08	6.07%	\$6.59	8.03%
\$4.56	0.23%	\$5.07	2.19%	\$5.58	4.15%	\$6.09	6.11%	\$6.60	8.06%
\$4.57	0.27%	\$5.08	2.23%	\$5.59	4.19%	\$6.10	6.14%	\$6.61	8.10%
\$4.58	0.31%	\$5.09	2.27%	\$5.60	4.22%	\$6.11	6.18%	\$6.62	8.14%
\$4.59	0.35%	\$5.10	2.30%	\$5.61	4.26%	\$6.12	6.22%	\$6.63	8.18%
\$4.60	0.38%	\$5.11	2.34%	\$5.62	4.30%	\$6.13	6.26%	\$6.64	8.22%
\$4.61	0.42%	\$5.12	2.38%	\$5.63	4.34%	\$6.14	6.30%	\$6.65	8.26%
\$4.62	0.46%	\$5.13	2.42%	\$5.64	4.38%	\$6.15	6.34%	\$6.66	8.29%
\$4.63	0.50%	\$5.14	2.46%	\$5.65	4.42%	\$6.16	6.37%	\$6.67	8.33%
\$4.64	0.54%	\$5.15	2.50%	\$5.66	4.45%	\$6.17	6.41%	\$6.68	8.37%
\$4.65	0.58%	\$5.16	2.53%	\$5.67	4.49%	\$6.18	6.45%	\$6.69	8.41%
\$4.66	0.61%	\$5.17	2.57%	\$5.68	4.53%	\$6.19	6.49%	\$6.70	8.45%
\$4.67	0.65%	\$5.18	2.61%	\$5.69	4.57%	\$6.20	6.53%	\$6.71	8.49%
\$4.68	0.69%	\$5.19	2.65%	\$5.70	4.61%	\$6.21	6.57%	\$6.72	8.52%
\$4.69	0.73%	\$5.20	2.69%	\$5.71	4.65%	\$6.22	6.60%	\$6.73	8.56%
\$4.70	0.77%	\$5.21	2.73%	\$5.72	4.68%	\$6.23	6.64%	\$6.74	8.60%
\$4.71	0.81%	\$5.22	2.76%	\$5.73	4.72%	\$6.24	6.68%	\$6.75	8.64%
\$4.72	0.84%	\$5.23	2.80%	\$5.74	4.76%	\$6.25	6.72%		
\$4.73	0.88%	\$5.24	2.84%	\$5.75	4.80%	\$6.26	6.76%		
\$4.74	0.92%	\$5.25	2.88%	\$5.76	4.84%	\$6.27	6.80%		
\$4.75	0.96%	\$5.26	2.92%	\$5.77	4.88%	\$6.28	6.84%		
\$4.76	1.00%	\$5.27	2.96%	\$5.78	4.92%	\$6.29	6.87%		
\$4.77	1.04%	\$5.28	3.00%	\$5.79	4.95%	\$6.30	6.91%		
\$4.78	1.08%	\$5.29	3.03%	\$5.80	4.99%	\$6.31	6.95%		
\$4.79	1.11%	\$5.30	3.07%	\$5.81	5.03%	\$6.32	6.99%		
\$4.80	1.15%	\$5.31	3.11%	\$5.82	5.07%	\$6.33	7.03%		
\$4.81	1.19%	\$5.32	3.15%	\$5.83	5.11%	\$6.34	7.07%		
\$4.82	1.23%	\$5.33	3.19%	\$5.84	5.15%	\$6.35	7.10%		
\$4.83	1.27%	\$5.34	3.23%	\$5.85	5.18%	\$6.36	7.14%		
\$4.84	1.31%	\$5.35	3.26%	\$5.86	5.22%	\$6.37	7.18%		
\$4.85	1.34%	\$5.36	3.30%	\$5.87	5.26%	\$6.38	7.22%		
\$4.86	1.38%	\$5.37	3.34%	\$5.88	5.30%	\$6.39	7.26%		
\$4.87	1.42%	\$5.38	3.38%	\$5.89	5.34%	\$6.40	7.30%		
\$4.88	1.46%	\$5.39	3.42%	\$5.90	5.38%	\$6.41	7.33%		
\$4.89	1.50%	\$5.40	3.46%	\$5.91	5.41%	\$6.42	7.37%		
\$4.90	1.54%	\$5.41	3.49%	\$5.92	5.45%	\$6.43	7.41%		
\$4.91	1.57%	\$5.42	3.53%	\$5.93	5.49%	\$6.44	7.45%		
\$4.92	1.61%	\$5.43	3.57%	\$5.94	5.53%	\$6.45	7.49%		
\$4.93	1.65%	\$5.44	3.61%	\$5.95	5.57%	\$6.46	7.53%		
\$4.94	1.69%	\$5.45	3.65%	\$5.96	5.61%	\$6.47	7.56%		
\$4.95	1.73%	\$5.46	3.69%	\$5.97	5.64%	\$6.48	7.60%		
\$4.96	1.77%	\$5.47	3.72%	\$5.98	5.68%	\$6.49	7.64%		
\$4.97	1.80%	\$5.48	3.76%	\$5.99	5.72%	\$6.50	7.68%		
\$4.98	1.84%	\$5.49	3.80%	\$6.00	5.76%	\$6.51	7.72%		
\$4.99	1.88%	\$5.50	3.84%	\$6.01	5.80%	\$6.52	7.76%		
\$5.00	1.92%	\$5.51	3.88%	\$6.02	5.84%	\$6.53	7.80%		

\* The matrix will be adjusted accordingly (.03% for every \$.01) for fuel prices above or below the listed levels.





JOHN HENDERSON, MAYOR  
JOHN E. SHAY, CITY MANAGER  
DEBORAH L. LUSKIN, CITY CLERK  
LINDA J. ROGERS, CITY TREASURER

## CITY OF LUDINGTON

400 SOUTH HARRISON STREET  
LUDINGTON, MICHIGAN 49431  
PHONE (231) 845-6237  
FAX (231) 845-1146

### MEMORANDUM

TO: Mayor Henderson and the Ludington City Council  
FROM: John Shay, City Manager *B*  
DATE: December 12, 2012  
RE: New Collective Bargaining Agreement with POLC

The City and the Police Officers Labor Council (POLC) have reached a tentative agreement on a new collective bargaining agreement. The proposed agreement is as follows:

#### **Wages**

2% increase in 2013; 0% in 2014.

#### **Health Insurance**

- Currently, the City fully funds the employees' deductibles under their HSA plan. The tentative agreement states that the City will pay \$1,200 each year into an employee's HSA account for those employees who have single plans and \$2,400 each year for those employees who have double or family plans. Thus, if the IRS increases the deductible on the HSA plans in the future, the City's contribution will remain at the \$1,200 / \$2,400 level.
- Increase the employees' current contribution towards health-insurance costs from 9% to 10% of premiums. In addition, if the premiums increase more than 15% from the previous year, the employees shall pay 50% of the cost of the increase above the 15% increase. This is the same that all other City employees pay.
- For those employees who do not take the City's health insurance, the tentative agreement clarifies that the City will pay the employee 50% of the premium on the least expensive plan offered by the City.

#### **Sick Leave**

- Currently, an employee may use up to 24 hours (two days) of sick leave if the employee's spouse or child is ill or injured. The tentative agreement allows the employee to use up to 48 hours (4 days) of sick leave in any one calendar year if the employee's spouse or child is admitted to a hospital as an inpatient due to illness or injury.
- Increased by 10 hours the number of sick-leave hours that can be paid out upon an employee's retirement as follows:

*On the Shores of Lake Michigan*

<u>Years of Service</u>	<u>Number of Sick-Leave Hours Paid Out</u>	
	<u>Current</u>	<u>Agreement</u>
20	200	210
23	240	250
25	280	290

### **Use of Part-Time Police Officers**

Currently, the City may use a part-time officer up to 24 hours per week to replace full-time officers who are on vacations, extended illnesses, or disabilities. The tentative agreement states that the City may also use part-time officers to replace full-time officers who are also absent due to training or if they are using compensatory time off. It is significantly less expensive to use a part-time officer than to pay overtime to a full-time officer in order to replace a full-time officer.

### **Retirement**

The employees' contributions to their pension fund will increase from 5% to 6% of their wages.

### **Working Hours**

The Letter of Agreement allowing employees to work in 12-hour shifts was extended for two years.

### **Maintenance of Standards**

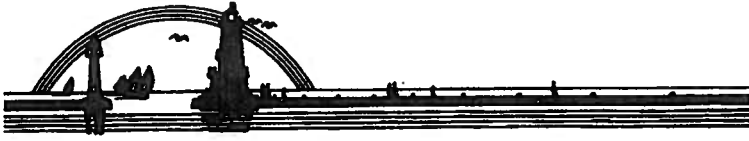
The number of compensatory time off hours that an officer may accumulate increased from 48 to 60 hours.

### **Duration**

Two-year agreement (will expire on December 31, 2014).

The Personnel Committee is recommending approval of the agreement.

**CITY MANAGER'S RECOMMENDATION:** Approve the Agreement between the Police Officers Labor Council and the City of Ludington for the period January 1, 2013 – December 31, 2014.



JOHN HENDERSON, MAYOR  
JOHN E. SHAY, CITY MANAGER  
DEBORAH L. LUSKIN, CITY CLERK  
LINDA J. ROGERS, CITY TREASURER

## CITY OF LUDINGTON

400 SOUTH HARRISON STREET  
LUDINGTON, MICHIGAN 49431  
PHONE (231) 845-6237  
FAX (231) 845-1146

### MEMORANDUM

TO: Mayor Henderson and the Ludington City Council  
FROM: John Shay, City Manager JS  
DATE: December 12, 2012  
RE: Scottville Police Agreement

The current agreement between the City of Ludington and the City of Scottville regarding the supervision of the Scottville Police Department expires on December 31, 2012. I have attached the proposed agreement to renew it for one year. The language is the same with one exception. A provision was added to have Scottville reimburse Ludington in the event that Ludington's Detective is used to investigate cases originating in Scottville. This reimbursement would be capped at \$5,000 per year.

**CITY MANAGER'S RECOMMENDATION:** Approve the City of Ludington and City of Scottville Inter-Local Governmental Agreement.

*On the Shores of Lake Michigan*

**CITY OF LUDINGTON AND**  
**CITY OF SCOTTVILLE**  
**INTER-LOCAL GOVERNMENTAL AGREEMENT**

THIS AGREEMENT is entered into as of the     17th day of           ,  
December, ~~2011~~2012, (“Effective Date”) by and between the City of Ludington  
 (“Ludington”) of 400 South Harrison Street, Ludington, MI 49431 and the City of  
Scottville (“Scottville”) of 105 North Main Street, Scottville, MI 49454;

WITNESSETH:

WHEREAS, the parties are each a public agency as defined in the Urban  
Cooperation Act, 1967 PA 7 (Ex. Sess.) (the “Act”); and

WHEREAS, each party has the authority to and does operate and maintain a  
municipal police department; and

WHEREAS, the purpose of this Agreement is to consolidate and share certain  
functions common to each party’s police department, collaborate on training and matters  
of administration, to improve the efficiency of each department, and to provide better law  
enforcement for each party;

NOW, THEREFORE, in consideration of the mutual promises and covenants  
contained herein and other good and valuable consideration, the receipt and sufficiency  
of which is hereby acknowledged, the parties agree as follows:

**Article I**  
**Obligations of Ludington**

**Section 1.01 Police Chief.** Ludington will authorize and direct its Chief of  
Police to serve as the Scottville Chief of Police, in accordance with the policies and  
procedures of the Scottville Police Department as established from time to time by  
Scottville, and as the same, in the reasonable opinion of the Chief of Police, may be  
consistent with current best practices in the field. To the extent that Scottville Police  
Department policies and procedures are not consistent with best practices, or fail to  
address all relevant matters, the Ludington Police Department policies and procedures  
will be followed. The Chief of Police will make written recommendations to the  
Scottville City Commission concerning amendments to the Scottville Police Department  
policies and procedures, as he deems appropriate or as requested by the Scottville City  
Commission.

**Section 1.02 Staff Officer.** In addition to the Chief of Police, Ludington shall  
supply to the Scottville Police Department, on a part-time basis, one (1) police captain.

**Section 1.03 Training Opportunities.** Within the limits of its equipment and facilities, Ludington shall offer training to Scottville police officers in areas including, firearms, field training and other in-service training opportunities.

**Section 1.04 School Resource Officer.** Ludington's School Resource Officer will be made available to Scottville for service to the Scottville Public Schools, on an "as needed" basis and according to the further agreement of the parties.

**Section 1.05 General.** The Chief of Police and Captain supplied by Ludington shall assume general responsibility for administration and oversight of the Scottville Police Department, shall provide administrative support, including LEIN, MICR, complaint investigation, event coordination, scheduling, hiring, promoting, disciplining and terminating police employees, reporting to civilian authorities, including the Scottville City Manager, Mayor and City Commission, and MCOLES reporting.

## **Article II** **Scottville Obligations**

**Section 2.01 General.** Scottville shall administer the oath of office to the Chief of Police, Captain and such other Ludington police officers as may be required to be sworn, in order to perform their duties under this Agreement.

**Section 2.02 Space and Equipment.** Scottville shall provide suitable office space, office equipment, support, supplies, uniforms, computers, internet access, radios, and all other equipment necessary for Ludington's performance of its obligation under this Agreement. Scottville shall provide all automobiles for road patrols in the City of Scottville and shall be solely responsible for the maintenance and repairs of all motor vehicles.

**Section 2.03 Road Patrols and Patrol Officers.** In consultation with Ludington's chief, Scottville shall hire not less than two (2) part-time road-patrol officers, who shall begin to be scheduled to provide road patrol coverage in the City of Scottville for the periods described on Exhibit "A", attached hereto and incorporated herein by reference, although all shifts depicted on Exhibit "A" may not be covered during the first ninety (90) days of this Agreement due to scheduling, start up and transitioning matters. Within ninety (90) days of the Effective Date, Scottville road patrol officers shall be providing, on an annualized basis, one thousand nine hundred ninety-two (1,992) patrol hours, as follows: one thousand one hundred forty-four (1,144) hours of direct patrol; two hundred (200) hours of patrol coverage during scheduled vacations for other Scottville police officers; up to four hundred fifty-six (456) hours for coverage during Scottville police officer sick time; and, one hundred ninety-two (192) hours of patrol coverage while other Scottville officers are absent for training.

**Section 2.04 Payment.** For all other services and employees to be provided hereunder, Scottville shall pay to Ludington during each twelve (12) month period of this Agreement the sum of Twenty Thousand Dollars (\$20,000.00). In addition, Scottville

shall pay Ludington an amount equal to the Ludington Detective's hourly wage and benefit cost for all hours worked investigating complaints in Scottville. In no event shall such additional payment for investigative work exceed \$5,000 per year. Payments shall be made in equal quarterly installments without prior demand, setoff or counterclaim of any kind. Quarterly payments shall be due on or before the ~~September 30, 2011, December 31, 2011,~~ March 31, ~~2012~~2013, June 30, ~~2012~~2013, September 30, ~~2012~~2013 and December 31, ~~2012~~2013. In addition, Scottville shall pay directly to the Ludington Chief of Police during each twelve (12) month period of this Agreement an annual salary of Five Thousand Dollars (\$5,000.00) plus any required FICA and Medicare contributions. Scottville shall also pay directly to the Ludington Police Captain during each twelve (12) month period of this Agreement an annual salary of Five Thousand Dollars (\$5,000.00) plus any required FICA and Medicare contributions. Other than as stated herein, neither party shall be obligated to provide any other employment benefits, including but not limited to, health insurance, vacation or retirement benefits, to the Ludington Police Chief or Ludington Police Captain arising from their employment by Scottville.

### **Article III** **General Provisions**

**Section 3.01 Representations and Warranties.** Each party hereby represents and warrants to the other as follows:

- A. This Agreement has been duly authorized by the governing body of each party and the persons signing on behalf of each party have full authority to do so.
- B. The execution and delivery of this Agreement and the performance thereof by each party will not violate any injunction, judgment, order, decree, ruling or other restriction of any governmental agency or court, to which either party is subject or violate any provision of the Charter of each party.
- C. The execution and delivery of this Agreement and the performance of the obligations hereunder shall not conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, permit, instrument or other arrangement to which either party is a party, or by which it is bound.
- D. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any permit, collective bargaining agreement, employment contract, employee benefit plan, or similar undertaking with respect to either party's employees, including the employees covered by this Agreement.

E. Each party has in force and, during the course of this Agreement will maintain in force, policies of workers' compensation liability insurance, meeting statutory minimum requirements and general liability insurance, with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

**Section 3.02 Term and Termination.** This Agreement shall be effective on ~~July 18, 2011~~ January 1, 2013, and shall expire December 31, ~~2012~~ 2013. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other.

**Section 3.03 Indemnification.** To the extent allowed by law, each party shall indemnify, defend and hold harmless the other party, its elected and appointed officials, agents, servants and employees, from and against all third party claims, demands, judgments, costs and expenses (including attorney fees, expert witness fees and other litigation costs) incurred by such party as a proximate result of the actual or alleged negligence or intentional misconduct of the other party, its elected or appointed officials, agents, servants or employees in the performance or non-performance of this Agreement.

**Section 3.04 Force Majeure.** A party shall be excused from any delay or failure of performance on account of war, sabotage, insurrection, riot or other civil disobedience, acts of public enemies, acts of federal or state governments, labor disputes, fires, explosions, floods, storms, utility outages, computer hardware or software malfunctions not caused by such party or other matters beyond the reasonable control of such party. The party claiming force majeure shall exercise reasonable good faith efforts to prevent, work around or otherwise minimize the effects of such events to the extent possible and the delay or failure to perform shall last only as long as the events or occurrences giving rise to the force majeure.

**Section 3.05 Miscellaneous.**

3.05.1. Entire Agreement The parties acknowledge that this is their entire Agreement as it relates to the subject matter hereof and there are no other agreements, oral or written, pertaining hereto that are not specifically incorporated herein. This Agreement may be modified or changed only upon the written mutual consent of both parties.

3.05.2. Notice Any notice required to be given by this Agreement shall be in writing and delivered to the parties at their addresses stated in the opening paragraph of this Agreement. Delivery may be done in person, by facsimile transmission (with proof of sending preserved), or by certified or registered mail addressed to the City Manager of each party.

3.05.3. Severability In the event that any provision of this Agreement shall be found or held to be illegal or unenforceable by a court of competent jurisdiction, such finding shall not affect the other provisions hereof and they shall remain enforceable according to their terms.

3.05.4. Interpretation This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

3.05.5. Binding Effect This Agreement shall be binding upon the parties, their respective successors (including successor-governing bodies) and permitted assigns. The parties to this Agreement intend that no one but the parties be benefited by, or entitled to enforce, this Agreement and there are no third party beneficiaries to this Agreement.

3.05.6. Assignment. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, which consent may be withheld for any reason important to such party irrespective of its objective reasonableness.

3.05.7. Filing. This Agreement shall be filed with the Mason County Clerk immediately upon its execution and delivery by the parties.

IN WITNESS WHEREOF, the parties have set their hands as of the date first indicated above.

City of Ludington

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

City of Scottville

By \_\_\_\_\_

Its \_\_\_\_\_

Prepared by:  
~~GOCKERMAN, WILSON, SAYLOR &  
HESSLIN, P.C.~~  
By: Richard M. Wilson, Jr. (P29717)  
Attorneys at Law  
414 Water Street



~~Manistee, MI 49660~~

~~(231) 723-8333~~

~~h:\data2\_n\rmw\j-q\ludington-city\scottville\inter-local-agt.doc~~

**LUDINGTON POLICE DEPARTMENT**  
**2012 MONTHLY ACTIVITY REPORT**

<b>MONTH OF: NOVEMBER</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>
<b>CALLS FOR SERVICE</b>	420	425	429
<b>ARRESTS &amp; APPREHENSIONS</b>	40	38	32
<b>TRAFFIC CITATIONS</b>	60	52	89
<b>PARKING CITATIONS</b>	2	2	10

## Ticket Ledger Report

## Report Criteria:

Start Date	End Date	Officer	Ticket Type	
11/01/2012	11/30/2012		Traffic	
Number	Date	Location	Description	Officer
T-18335	11/21/12	LUDINGTON & DELIA	DRIVING LEFT OF CENTER WINDOW TINTING	SCHULTZ,D
T-18355	11/01/12	LUDINGTON & STAFFON	NO PROOF OF INSURANCE	SMITH,JASON
T-18358	11/03/12	FIRST & CONRAD	NO PROOF OF INSURANCE IMPROPER DISPLAY OF REG	SMITH,JASON
T-18359	11/05/12	LOOMIS & HARRISON	EXPIRED REGISTRATION (CI)	SMITH,JASON
T-18360	11/08/12	RATH & HAIGHT	EXPIRED REGISTRATION (CI) NO PROOF OF INSURANCE	SMITH,JASON
T-18361	11/08/12	LUDINGTON & WILLIAM	NO PROOF OF INSURANCE	SMITH,JASON
T-18362	11/12/12	DANAHER & WASHINGTON	EXPIRED REGISTRATION (CI)	SMITH,JASON
T-18363	11/12/12	WASHINGTON & FOURTH	EXPIRED REGISTRATION (CI)	SMITH,JASON
T-18365	11/21/12	DANAHER & WASHINGTON	EXPIRED REGISTRATION (CI)	SMITH,JASON
T-18365	11/21/12	DANAHER & WASHINGTON		SMITH,JASON
T-18366	11/26/12	LUDINGTON & STAFFON	EXPIRED REGISTRATION (CI)	SMITH,JASON
T-18367	11/26/12	LUDINGTON & STAFFON	EXPIRED REGISTRATION (CI)	SMITH,JASON
T-18368	11/30/12	WASHINGTON & SECOND	NO PROOF OF INSURANCE	SMITH,JASON
T-18509	11/14/12	LUDINGTON & DELIA	MANDTORY SEAT BELT	MILLER,JACOB
T-18510	11/14/12	WASHINGTON & TINKHAM	DISREGARD STOP SIGN	MILLER,JACOB
T-18511	11/14/12	JAMES & LONGFELLOW	FAIL TO YIELD RITE/WA	MILLER,JACOB
T-18512	11/19/12	LUDINGTON & JACKSON	NO PROOF OF INSURANCE SPEED	MILLER,JACOB
T-18513	11/19/12	LUDINGTON & STAFFON	SPEED	MILLER,JACOB
T-18514	11/19/12	LUDINGTON & STAFFON	SPEED	MILLER,JACOB
T-18515	11/24/12	LUDINGTON & ROWE	SPEED	MILLER,JACOB
T-18516	11/24/12	LUDINGTON & ROWE	SPEED	MILLER,JACOB
T-18538	11/02/12	LUDINGTON & HARRISON	FAILED TO YIELD (PED)	WIETRZYKOWSKI,S
T-18539	11/02/12	STAFFON & DEXTER	SPEED	WIETRZYKOWSKI,S
T-18540	11/02/12	LINCOLN & FIRST	SPEED	WIETRZYKOWSKI,S
T-18541	11/07/12	MADISON & FILER	SPEED	WIETRZYKOWSKI,S
T-18542	11/07/12	WASHINGTON & TINKHAM	IMPEDE TRAFFIC	WIETRZYKOWSKI,S
T-18543	11/07/12	LUDINGTON & STAFFON	FAIL TO YIELD RITE/WA	WIETRZYKOWSKI,S
T-18544	11/08/12	LINCOLN & FIRST	SPEED	WIETRZYKOWSKI,S
T-18545	11/21/12	WASHINGTON & TINKHAM	EXPIRED REGISTRATION (CI) NO PROOF OF INSURANCE	WIETRZYKOWSKI,S
T-18546	11/21/12	RATH & TINKHAM	IMPEDE TRAFFIC	WIETRZYKOWSKI,S
T-18548	11/30/12	STAFFON & ANDERSON	SPEED	WIETRZYKOWSKI,S
T-18553	11/09/12	WASHINGTON & LOWELL	SPEED	COX,TRACY
T-18554	11/09/12	LUDINGTON & ROBERT ST	EXPIRED REGISTRATION (CI) NO PROOF OF INSURANCE FAILED TO CHANGE ADDRESS	COX,TRACY
T-18557	11/23/12	LUDINGTON & HARRISON	EXPIRED REGISTRATION (CI) IMPEDE TRAFFIC	COX,TRACY
T-18576	11/17/12	LUDINGTON & WASHINGTON	OWI	SAILOR,A
T-18638	11/05/12	LUDINGTON & WASHINGTON	SPEED FAIL TO SIGNAL TURN	HAVEMAN,M
T-18640	11/15/12	LAKESHORE & PERE MARQUETTE	EXPIRED REGISTRATION (CI)	HAVEMAN,M
T-18642	11/19/12	LUDINGTON & STAFFON	NO PROOF OF INSURANCE SPEED	HAVEMAN,M
T-18682	11/02/12	MADISON & WATER	NO PROOF OF INSURANCE SPEED	DICE,DANIEL
T-18683	11/03/12	TINKHAM & DELIA	SPEED	DICE,DANIEL
T-18684	11/17/12	LUDINGTON & STAFFON	NO PROOF OF INSURANCE	DICE,DANIEL
T-18685	11/18/12	LUDINGTON & RATH	NO PROOF OF INSURANCE WINDOW TINTING	DICE,DANIEL

Ticket Ledger Report

Report Criteria:

Start Date	End Date	Officer	Ticket Type
11/01/2012	11/30/2012		Traffic

Number	Date	Location	Description	Officer
T-18713	11/28/12	LUDINGTON & STEARNS OUTER DR	ASSURED CLEAR DISTANCE	KUSTER,T
			NO DRIVERS LICENSE	
T-18728	11/19/12	WASHINGTON & DOWLAND	NO PROOF OF INSURANCE	MALTBIE,S
			FAIL TO YIELD RITE/WA	
T-18730	11/19/12	COURT & HARRISON	FAIL TO YIELD RITE/WA	MALTBIE,S
T-18731	11/29/12	ATKINSON & US 10	ASSURED CLEAR DISTANCE	MALTBIE,S

Ticket Count: ~~45~~ 60

Parking: 2

## Arrest Code Count Report

## Report Criteria:

Start Arrest Code	End Arrest Code	
0101	8278	
<b>2012</b>	<b>2011</b>	<b>2010</b>
11/01/2012-11/30/2012	11/01/2011-11/30/2011	11/01/2010-11/30/2010

Arrest Code	Description	2012	2011	2010
1302	FAMILY - OTHER WEAPON	0	0	1
1305	NON-FAMILY - OTHER WEAPON	0	1	0
1313	A & B/SIMPLE ASSAULT	6	4	1
2298	ENTERING WITHOUT PERMISSION	1	0	0
2799	EMBEZZLEMENT (OTHER)	0	1	0
2902	PRIVATE PROPERTY	0	1	0
3074	RETAIL FRAUD - THEFT 2ND DEGREE	0	2	0
3078	RETAIL FRAUD - THEFT 3RD DEGREE	1	0	0
3532	COCAINE - POSSESS	1	0	0
3562	MARIJUANA - POSSESS	1	2	0
3598	NARC. DRUGS. FRAUD PROCUREMENT OF	1	0	0
3599	DANGEROUS DRUGS (OTHER)	0	0	4
4103	TRANSPORT (OPEN CONTAINER ETC.)	1	0	0
4195	MINOR IN POSSESSION IN MV	2	0	0
4196	MINOR POSS/CONS/PURCH; ATTEMPTS	0	3	1
5005	CONTEMPT OF COURT	6	3	1
5006	OBSTRUCTING JUSTICE	3	1	1
5011	PAROLE VIOLATION	1	0	2
5012	PROBATION VIOLATION	1	1	2
5013	CONDITIONAL RELEASE VIOLATION	0	0	1
5015	FAILURE TO APPEAR	2	7	3
5090	FAILURE TO COMPLY WITH REPORTING DUTIES (SEX OFFENDER)	1	0	0
5099	OBSTRUCT (OTHER)	2	2	1
5311	DISORDERLY CONDUCT	0	0	1
5312	DISTURBING THE PEACE	1	0	0
5570	PERSONS UNDER 18 YEARS OF AGE IN POSSESS/USE - TOBACCO PRODUCTS	2	0	0
5599	HEALTH & SAFETY VIOLATIONS (OTHER)	0	1	0
7399	MISCELLANEOUS ARREST	0	0	7
8041	OUI ALCOHOL	4	2	3
8271	NO OPERATE LICENSE NEVER APPLIED	0	1	0
8273	DROVE WHILE LICENSE SUSPENDED, REVOKED	3	6	3
<b>Totals:</b>		<b>40</b>	<b>38</b>	<b>32</b>

## Offense Count Report

## Report Criteria:

Start Offense	End Offense	
01000	99010	
<b>2012</b>	<b>2011</b>	<b>2010</b>
11/01/2012-11/30/2012	11/01/2011-11/30/2011	11/01/2010-11/30/2010

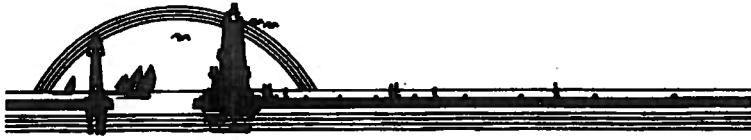
Offense	Description	2012	2011	2010
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	1	1	0
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	1	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	1	1
1300-1	NONAGGRAVATED ASSAULT	11	7	5
1300-2	AGGRAVATED/FELONIOUS ASSAULT	2	1	2
2000-0	ARSON	0	1	0
2200-1	BURGLARY - FORCED ENTRY	2	3	1
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	2	0	2
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	1	1	2
2300	NON-REPORTABLE LARC	6	1	0
2300-3	LARCENY - THEFT FROM BUILDING	1	3	3
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	1	5	11
2300-7	LARCENY - OTHER	2	5	3
2300-8	LARCENY OF PRESCRIPTION MEDICATION	1	2	2
2400-1	MOTOR VEHICLE THEFT	0	0	1
2600	NON REPORTABLE FRAUD	1	2	3
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	0	0
2600-2	FRAUD - CREDIT CARD/ATM	2	0	1
2600-6	FRAUD - BAD CHECKS	1	0	0
2900	NON REPORTABLE MDOP	4	2	4
2900-0	DAMAGE TO PROPERTY	5	10	6
3000-2	RETAIL FRAUD - THEFT	1	1	0
3500	VIOLATION OF CONTROLLED SUBSTANCE - NON REPORTABLE	1	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	3	3	2
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	1	0	0
3600-3	PEEPING TOM	0	0	1
3700-0	OBSCENITY	0	1	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	1	2
4100-1	LIQUOR LICENSE - ESTABLISHMENT	5	15	8
4100-2	LIQUOR VIOLATIONS - OTHER	2	3	1
4200	NON REPORTABLE DRUNKNESS	0	0	1
5000	NON REPORTABLE	0	1	0
5000-0	OBSTRUCTING JUSTICE	15	11	12
5200-3	WEAPONS OFFENSE - OTHER	0	1	0
5300	NON REPORTABLE DISORDERLY	22	24	20
5300-1	DISORDERLY CONDUCT	1	8	2
5300-2	PUBLIC PEACE - OTHER	1	3	4
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	0	1	1
5400-2	OUIL OR OUID	4	2	3
5400-3	DRIVING LAW VIOLATIONS	7	8	2
5500	NON REPORTABLE HEALTH & SAFETY	5	5	5
5500-0	HEALTH AND SAFETY	4	7	3
6200	NON REPORTABLE CONSERVATION	0	0	1
7000-0	JUVENILE RUNAWAY	1	1	2
7000-3	Juvenile Truancy	0	2	0

## Offense Count Report

## Report Criteria:

Start Offense	End Offense	
01000	99010	
<b>2012</b>	<b>2011</b>	<b>2010</b>
11/01/2012-11/30/2012	11/01/2011-11/30/2011	11/01/2010-11/30/2010

Offense	Description	2012	2011	2010
7000-4	Juvenile Issues	0	4	5
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	2	5	13
7700-0	CONSPIRACY	1	0	0
9100-1	Delinquent Minors	0	0	1
9100-2	Runaway	1	0	0
9200-1	Divorce & Support	0	0	1
9300-1	PROPERTY DAMAGE ACCIDENT/PI	14	13	14
9300-2	Accident, Non-Traffic	1	1	0
9300-4	Parking Violations	2	4	1
9300-5	Traffic Investigations (Surveys)	0	2	1
9300-6	Traffic Policing	0	0	1
9400-1	Valid Alarm Activations	0	1	0
9400-2	False Alarm Activations	6	4	4
9800-3	Inspections/Investigations -Property	32	34	27
9800-4	Inspections/Investigations -Other Inspections	10	9	5
9800-6	Inspections/Investigations -Civil	11	15	15
9800-7	Inspections/Investigations -Suspicious Situations	23	26	34
9800-8	Inspections/Investigations -Lost/Found Property	5	8	5
9800-9	Inspections/Investigations -Drug Overdose	1	0	1
9900-1	Suicide	0	3	1
9900-2	Narural Death	2	1	0
9900-3	Missing Persons	2	2	2
9900-7	Pr Activities	3	2	0
9900-8	General Assistance	76	44	40
9900-9	General Non-Criminal	107	106	146
9901-0	Field Interview	3	2	3
<b>Totals:</b>		<b>420</b>	<b>429</b>	<b>437</b>



JOHN HENDERSON, MAYOR  
JOHN E. SHAY, CITY MANAGER  
DEBORAH L. LUSKIN, CITY CLERK  
LINDA J. ROGERS, CITY TREASURER

## CITY OF LUDINGTON

400 SOUTH HARRISON STREET  
LUDINGTON, MICHIGAN 49431  
PHONE (231) 845-6237  
FAX (231) 845-1146

### MEMORANDUM

TO: Mayor Henderson and the Ludington City Council  
FROM: John Shay, City Manager *JS*  
DATE: December 12, 2012  
RE: Quit Claim Deed

There is an error in the legal description for the City's industrial park, which resulted in a gap in the survey. The attached Quit Claim Deed would convey the property within this gap from the City to Abrahamson Marine, Inc., as it was originally intended to be.

**CITY MANAGER'S RECOMMENDATION:** Authorize the City Manager and City Clerk to execute the Quit Claim Deed to convey property to Abrahamson Marine, Inc.

*On the Shores of Lake Michigan*



## QUIT CLAIM DEED

The Grantor, **City of Ludington, a municipal corporation**, whose address is 400 S. Harrison, Ludington, MI, 49431 quit claims to Grantee, **Abrahamson Marine, Inc., a Michigan corporation**, whose address is 820 First Street, Ludington, MI 49431, the following described premises situated in the City of Ludington, County of Mason, and State of Michigan:

A parcel of land in the Northeast quarter (NE ¼) of Section 23, Town 18 North, Range 18 West, City of Ludington, Mason County, Michigan described as: Commencing at the intersection of First Street and Sherman Street, thence N87°01'10"E, along the centerline of First Street a distance of 697.24 feet (recorded 694.65 feet); thence S02°58'50"E, 33.11 feet to the point-of-beginning; thence S00°38'08"E, 310.04 feet to a point which is S87°31'06"W, 18.46 feet from the Southwest corner of Lot 1, City of Ludington Industrial Park; thence N87°31'06"E, 18.46 feet to the Southwest corner of Lot 1, City of Ludington Industrial Park; thence N04°22'39"W, along the West line of Lot 1, City of Ludington Industrial Park, 310.32 feet (recorded 310.09 feet) to the point-of-beginning; said parcel contains 0.072 acres of land, more or less and is subject to all easements, restrictions and reservations of record, if any.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The grantor grants to the grantee the right to make zero (0) division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This deed is intended to confirm the title of the Grantee and, therefore, is not a division within the meaning of the Land Division Act.

for the sum of less than One Hundred (\$100.00) Dollars.

This transaction is exempt from taxes pursuant to MCL 207.526(6)(a) and (i); MCL 207.505(5)(a) and (h)(i).

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
John Shay, City Manager

\_\_\_\_\_  
Deborah Luskin, City Clerk

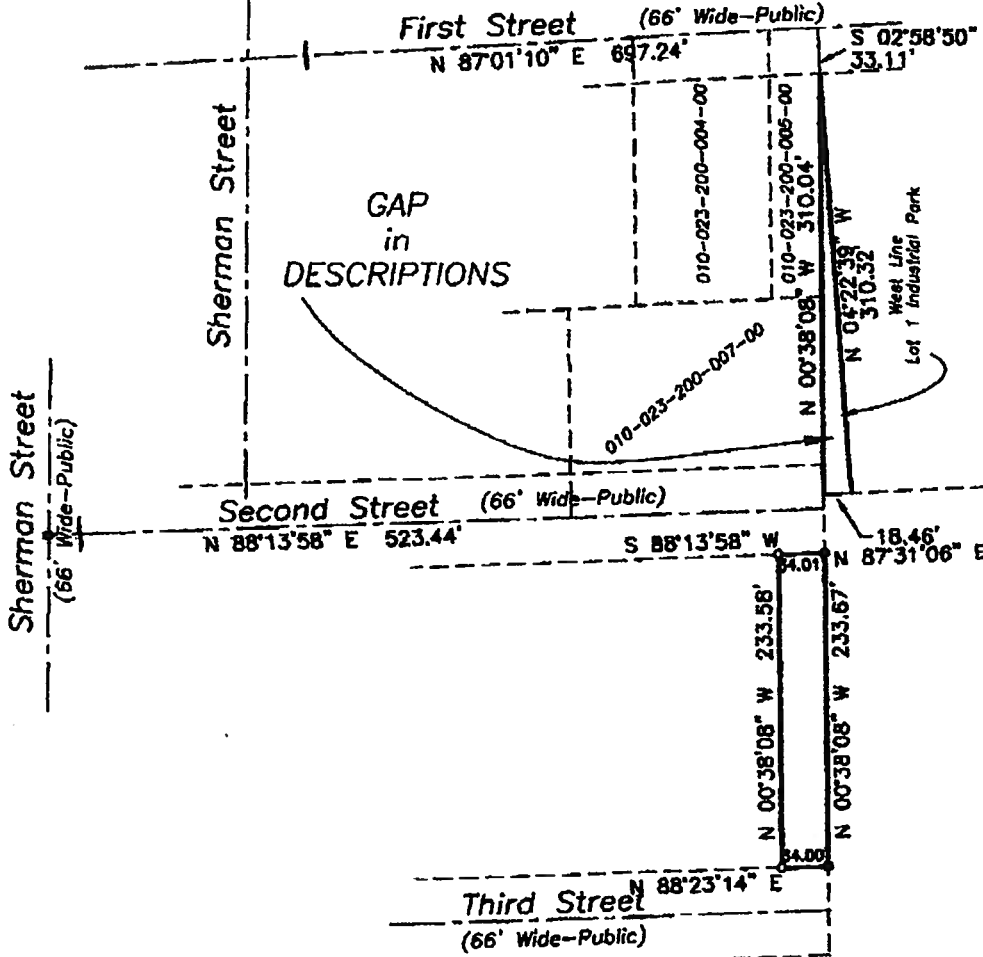
STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF MASON     )

On \_\_\_\_\_, 2012, before me, a Notary Public in and for said County, personally appeared **John Shay and Deborah Luskin**, City Manager and City Clerk, respectively, to me personally known, who, by me being duly sworn, did say that they are the Mayor and Clerk of the City of Ludington, a municipal corporation, respectively, and that the said instrument was signed in behalf of the City by authority of its City Council, and said **John Shay and Deborah Luskin** acknowledged said instrument to be the free act and deed of the City.

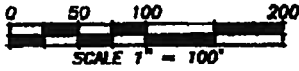
\_\_\_\_\_  
Notary Public, Mason County, MI  
My commission expires:

Drafted by:  
GOCKERMAN, WILSON, SAYLOR & HESSLIN, P.C.  
BY: Richard M. Wilson, Jr. (P29717)  
Attorneys at Law  
414 Water Street  
Manistee, MI 49660  
(231) 723-8333  
h:\data2\_n\rmw\j-q\ludington--city\deed-abrahamson.doc

# CERTIFICATE OF SURVEY



- LEGEND**
- IRON SET
  - ⊙ IRON FOUND
  - MONUMENT SET
  - MONUMENT FOUND
  - Ⓜ RECORDED
  - Ⓜ MEASURED



*Signature of Rex E. Pope*

Rex E. Pope P.S. 39093

**LAKESHORE LAND SURVEYING Inc.**

8008 Bryant Road  
Lansing, Mich. 48931  
Phone (313) 642-9255 Fax (313) 642-1999

ERROR OF CLOSURE IS 1/3000'  
BASES OF BEARINGS: Plat of INDUSTRIAL PARK

I, REX E. POPE, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL OF LAND, THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS WAS WITHIN THE ACCEPTED LIMITS AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED.

CLIENT: Chris Szemski - Abrahamson Thomas	
FILE NO: 120026	ENG. NO: 120026
ASCINE DESK: 18	DATE: 5/4/12
DRAWN BY: REP	CHECKED BY: JJP
SHEET NO. 1 OF 2 SHEETS	

## CERTIFICATE OF SURVEY

**Parcel East of Gap Description:** Lot 1, City of Ludington INDUSTRIAL PARK, Mason County, EXCEPT the following described parcel: Commencing at the Northwest corner of Lot 1, thence N 87°02'10" E, 165 feet to the point of beginning this exception; thence S 04°23'11" E, 162.63 feet; thence N 87°08'23" E, 135.87 feet; thence N 01°21'40" E, 163.51 feet; thence S 87°02'10" W, 152.24 feet to the point of beginning. Containing 2.14 acres, more or less.

**Parcels West of Gap Description:**

**Parcel ID 010-023-200-005-00**

Commencing at the intersection of First and Sherman Streets, thence East along the centerline of First Street, 661 feet for the point of beginning; thence East along said centerline, 33.65 feet; thence South to a point 157.27 feet North of the centerline of Second Street; thence West 36.54 feet; thence North to point of beginning.

**Parcel ID 010-023-200-007-00**

Commencing at the intersection of Second and Sherman Streets, thence East along the centerline of Second Street, 517.08 feet to the point of beginning; thence North 153 feet; thence East 186.54 feet; thence South 157.27 feet to the centerline of Second Street; thence West along said centerline, 184 feet to the point of beginning.

**GAP DESCRIPTION:** A parcel of land in the Northeast ¼ of Section 23, Town 18 North, Range 18 West, City of Ludington, Mason County, Michigan described as: Commencing at the intersection of First Street and Sherman Street, thence N 87°01'10" E, along the centerline of First Street a distance of 697.24 feet (recorded 694.65 feet); thence S 02°58'50" E, 33.11 feet to the Point-of-Beginning; thence S 00°38'08" E, 310.04 feet to a point which is S 87°31'06" W, 18.46 feet from the Southwest corner of Lot 1, City of Ludington INDUSTRIAL PARK; thence N 87°31'06" E, 18.46 feet to the Southwest corner of Lot 1, City of Ludington INDUSTRIAL PARK; thence N 04°22'39" W, along the West line of Lot 1, City of Ludington INDUSTRIAL PARK, 310.32 feet (recorded 310.09 feet) to the Point-of-Beginning; Said parcel contains 0.072 acres of land, more or less and is SUBJECT TO all easements, restrictions and reservations of record, if any.

**LAKESHORE  
LAND SURVEYING Inc.**

6000 Bryant Road  
Ludington, Mich. 49431  
Phone (815) 832-3888 Fax (815) 832-3889

  
**Rex E. Pope P.S. 39093**

ERROR OF CLOSURE IS 1/5000+  
BASIS OF BEARINGS: FIRE OF INDUSTRIAL PARK

I, REX E. POPE, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL OF LAND, THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS WAS WITHIN THE ACCEPTED LIMITS AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED.

CLIENT: Chris Sakowski - Abcristman Martin	
FILE NO: 120026	DWG NO: 120026
ACQUIRE DESC: 10	DATE: 5/4/12
DRAWN BY: REP	CHECKED BY: REP
SHEET NO. 2 OF 2 SHEETS	

CLAY F. OLMSTEAD  
ATTORNEY AT LAW  
1884 - 1945

LAW OFFICES  
CLAY F. OLMSTEAD, P.C.  
ATTORNEY AT LAW

CLAY F. OLMSTEAD, JR.  
ATTORNEY AT LAW  
1909 - 1977

111 SOUTH RATH AVENUE  
P.O. BOX 547  
LUDINGTON, MICHIGAN 49431  
(231) 845-1211  
FAX: (231) 845-1212

July 10, 2012  
(Dictated July 3, 2012)

Mr. John Shay  
City Manager  
400 S. Harrison Street  
Ludington, Michigan 49431


RE: Ludington Industrial Park: Abrahamson Marine

Dear John:

Please find enclosed herein another copy of the survey sent to you before. As you will recall, Chris Sekenske is the successor to Abrahamson Marine, Inc. and their property in the Industrial Park. As you will recall, the City took title to the Industrial Park and, in the northwest corner of same, the line was established with all the private property owners owning to the west of that point. However, for whatever reason, the description that got placed in the Industrial Park is approximately 4.5° further east than it should have been. This creates a gap as laid out in the survey. That property is still technically owned by the City of Ludington but there can be no doubt that the City of Ludington intended to convey property lying east of the private property owners.

Rex Pope has checked this situation out and has confirmed that there is this error. As a former owner of Mason County abstract, I have been aware of this situation for years. I would ask that the City execute a quit claim deed to Sekenske on the enclosed description. If you would like to have the City Attorney contact me, I would be glad to go over this with him.

Very truly yours,

  
CLAY F. OLMSTEAD, P.C.

CFO/mgh  
Cc: Chris Sekenske

# CERTIFICATE OF SURVEY

SEE PAGE 2  
FOR LEGAL DESCRIPTION

NE Corner  
Section 23  
T18N-R18W  
Fd T Iron



First Street

West Line  
Lot #1  
Industrial  
Park

GAP

Fd Conc Monument:  
22.8' N. + 1.8' W,  
Fd 1/2" Iron (CNA)  
1.9' S. + 1.2' E.

286.87'

Second Street

N 87°31'06" E 305.34'

East Section Line

1311.76'

93,128. sq. ft.  
2.13 acres



N 00°38'08" W  
310.41'

S 01°42'03" W 313.59'

S 01°40'52" W

Third Street

292.48'

S 88°00'32" W  
North 1/16 Line

1682.59'  
S 88°00'32" W



### LEGEND

- IRON SET
- IRON FOUND
- MONUMENT SET
- MONUMENT FOUND
- (R) RECORDED
- (M) MEASURED

## LAKESHORE LAND SURVEYING Inc.

6008 Bryant Road  
Ludington, Mich. 49431  
Phone (231) 843-0225 Fax (231) 845-0000

ERROR OF CLOSURE IS 1/5000+  
BASIS OF BEARINGS: LLS Survey #000485

*Rex E. Pope*  
**Rex E. Pope P.S. 39093**

I, REX E. POPE, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL OF LAND, THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS WAS WITHIN THE ACCEPTED LIMITS AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED.

CLIENT: Steve Abrahamson	
FILE NO: 030135	DWG NO: 030135
ARCHIVE DISK: 7	DATE: 10/3/03
DRAWN BY: REP	CHECKED BY: JMP
SHEET NO. 1 OF 2 SHEETS	

**RESOLUTION TO APPOINT CITY ATTORNEYS**

**WHEREAS**, the City Charter requires the annual appointment of the city attorneys; and

**WHEREAS**, the residents of the City of Ludington greatly benefit from having good legal counsel.

**NOW, THEREFORE, BE IT RESOLVED**, that I, John Henderson, Mayor of the City of Ludington, hereby recommend that the law firm of Gockerman, Wilson, Saylor & Hesslin, P.C. be appointed for civil counsel and Susan Sniegowski be appointed as the criminal attorney for the calendar year 2013.

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent \_\_\_\_\_

I, Deborah L. Luskin, Ludington City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Ludington City Council at a regular meeting thereof held on the 17<sup>th</sup> day of December 2012.

\_\_\_\_\_  
Deborah L. Luskin  
City Clerk

**CITY ATTORNEY AGREEMENT  
CITY OF LUDINGTON**

The City Attorney position is an annual appointment made by the Mayor, with City Council approval.

Below is a general description of various types of civil and criminal work to be performed by the City Attorney. This list is not exhaustive of all of the duties of the City Attorney, but merely serves as examples of the types of work the City Attorney is expected to perform. Please note "time" is strictly estimated.

**I. Civil Retainer**

- A. Attend or be available by telephone for meetings.**
  - 1. Two regular City Council meetings per month (upon request)**
  - 2. Special meetings of City Council (fairly rare)**
  - 3. Standing committee meetings, Planning Commission, Zoning Board of Appeals, etc., upon request. (average 1-2 per month.)**
  
- B. Advising City Officers on General Matters.**
  - 1. Answering zoning questions.**
  - 2. Answering questions and general discussions with City Manager, Assistant to the City Manager, Clerk, Treasurer, Police Chief, Community Dev. Director, etc.**
  - 3. Letters to City Council to keep it informed on major issues (usually only 3-4 per year).**
  - 4. Reviewing statutes, ordinances, charter regulations, and research regarding the above.**
  
- C. Preparing Miscellaneous Documents.**
  - 1. Leases**
  - 2. Buy-Sell Agreements**
  - 3. Deeds**
  - 4. Short Ordinances**
  - 5. Concession Agreements for parks.**
  - 6. Miscellaneous documents for related entities such as DDA, Marina Board, etc.**
  
- D. Ordinance Enforcement up to commencement of litigation.**

**II. Special Projects**

- A. All civil litigation. This includes tax-tribunal appeals, unless based on the case's complexity, it is referred to attorneys specializing in tax appeals.**
  
- B. Major ordinance revisions. Some examples are as follows:**
  - 1. Revision of Disorderly Person ordinance after 15-20 years subsequent to adoption.**
  - 2. Adopting new Zoning Ordinances.**
  - 3. Complete revision of Licensing Ordinances.**
  - 4. Cable TV Ordinance.**



- C. Major real-estate acquisitions, acquisition of easements for utilities, condemnations, etc.
- D. Matters which would not normally be considered governmental functions, such as House of Flavors loan, which was done through a Grant Program and included preparation of complex loan and security documents.

III. Specialized Areas

These specialized areas are contracted by the City separately and are not the responsibility of the City Attorney, such as Labor Law and Municipal Bonds.

IV. Criminal

A. This includes prosecuting violations of City ordinances (both civil infractions and misdemeanors), including, but not limited to, all criminal prosecutions, traffic tickets, curfew violations, motions, trials, appeals, etc.

B. The major area is OUIL and traffic ticket prosecutions.

V. RATES

City Attorney Fees 20122013

Retainer:	\$ <del>4,000.00</del> <u>4,250.00</u> / Month
Special Projects:	\$ <u>185.00</u> / Hour

OR

Flat Hourly Rate for All Work: \$ \_\_\_\_\_ / Hour

---

City Attorney Signature Date

---

City Manager Signature Date

---

City Clerk Signature Date

**"CRIMINAL"  
CITY ATTORNEY AGREEMENT  
CITY OF LUDINGTON**

The "Criminal" City Attorney position is an annual appointment made by the Mayor, with City Council approval. Below is a general description of various types of work to be done by the "Criminal" City Attorney, but is not inclusive, merely examples.

**I. CRIMINAL RETAINER**

A. This includes all criminal prosecutions, motions, trials, etc.

B. The major areas are traffic citations, OWI prosecutions, violations of City Code and City ordinances.

**II. RATES**

Criminal Attorney Fee: 20122013

Retainer: \$ 1,200 / Month

\$ 14,400 / Annually

---

SUSAN SNIEGOWSKI, Criminal City Attorney  
216 South James Street  
Ludington, MI 49431

Date

---

John Shay, City Manager

Date

---

Deborah Luskin, City Clerk

Date

2012

**Application for Fireworks Other Than Consumer or Low Impact**  
**Michigan Department of Licensing & Regulatory Affairs**  
 Bureau of Fire Services  
 P.O. Box 30642  
 Lansing MI 48909  
 (517) 241-8847

Authority: 2011 PA 258 Compliance: Voluntary Penalty: Permit will not be issued		The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.	
<input type="checkbox"/> Agricultural or wildlife fireworks <input type="checkbox"/> Special effects manufactured for outdoor pest control or agricultural purposes		<input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Display Fireworks <input type="checkbox"/> Private Display	
NAME OF APPLICANT <i>Ralph Bruce Pelletier</i>		ADDRESS <i>2775 North Island Dr.</i>	AGE (18 or over) <i>61</i>
IF A CORPORATION, NAME OF PRESIDENT <i>Courtman Ludington Beard</i>		ADDRESS <i>400 S. Harrison St.</i>	
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT		ADDRESS	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR <i>Ralph Bruce Pelletier</i>		ADDRESS <i>2775 North Island Dr.</i>	AGE (18 or over) <i>61</i>
NO. YEARS EXPERIENCE <i>33</i>	NO. DISPLAYS <i>100+</i>	WHERE <i>Mason, Oceana &amp; Manistee Counties</i>	
NAME OF ASSISTANT <i>Matt Bryant</i>		ADDRESS <i>1913 N. Navy Dr.</i>	AGE <i>39</i>
NAME OF OTHER ASSISTANT <i>Scott Bourcup</i>		ADDRESS <i>1031 Beechwood St.</i>	AGE <i>33</i>
EXACT LOCATION OF PROPOSED DISPLAY OR USE <i>Sportsman's 111 W Ludington Ave.</i>			
DATE OF PROPOSED DISPLAY OR USE <i>1-1-2012</i>		TIME OF PROPOSED DISPLAY OR USE <i>12:00am</i>	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1128 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT <i>Fire Department Storage Building Behind Fire Station at 201 W. Loomis</i>			
AMOUNT OF BOND OR INSURANCE (To be set by local government) <i>1,000,000</i>		NAME OF BONDING CORPORATION OR INSURANCE COMPANY <i>Capitol Specialty Insurance Corporation</i>	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY <i>PO Box 5590 Madison WI 53705</i>			
NUMBER OF FIREWORKS <i>100+</i>	KIND OF FIREWORKS TO BE DISPLAYED OR USED <i>3-5 min. display of class "C" Fireworks (mines + cakes)</i>		
SIGNATURE OF APPLICANT <i>Ralph Bruce Pelletier</i>			DATE <i>12/6/2012</i>

2012

Permit for Fireworks Other Than Consumer or Low Impact  
Michigan Department of Licensing & Regulatory Affairs  
Bureau of Fire Services  
P.O. Box 30642  
Lansing MI 48909  
(517) 241-8847

Authority: 2011 PA 256	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

<b>Public Display</b>		
ISSUED TO	Ralph Bruce Pelletier	AGE (18 or over) 01
ADDRESS	2775 North Island Drive	
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION	Downtown Ludington Board	
ADDRESS	400 S. Harrison St	
NUMBER AND TYPES OF FIREWORKS	This will be a 3-5 minute class "C" Display with cakes + mines.	
EXACT LOCATION OF DISPLAY OR USE	109-111 W Ludington Ave	
CITY, VILLAGE, TOWNSHIP	DATE	TIME
Ludington	1-1-2012	12:00am
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT	

Issued by action of the Legislative Body of a

City     Village     Township of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

(Signature and Title of Legislative Body Representative)

\*THIS FORM IS VALID FOR THE YEAR SHOWN ONLY\*

**Capitol Specialty Insurance Corporation**  
P.O. Box 5590  
Madison, WI 53705

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMBINATION ENDORSEMENT - SPECIAL EVENTS**

This endorsement modifies insurance under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **EXCLUSION - CONCERT PERFORMERS**

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or medical expense sustained by any person who is practicing for or performing in any concert.

#### **EXCLUSION - VOLUNTARY LABOR**

This insurance does not apply to "bodily injury" or "personal and advertising injury," or medical expense sustained by, any person loaned to or volunteering services to you arising out of or in the course of work performed on your behalf.

#### **AMENDMENT - FULLY EARNED PREMIUM**

Premium shown in this Coverage Part as advance premium is the minimum premium for this policy and

is not subject to pro rata, or less than pro rata adjustment, in the event of cancellation of this insurance by the first Named Insured.

Cancellation of this insurance for nonpayment of premium is considered a request by the first Named Insured for cancellation of this insurance and will activate this minimum premium provision.

#### **LIMITATION - SPECIAL EVENTS - SCHEDULE**

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or medical expense arising out of any special event, including concert performances, unless the special event is scheduled below.

### **SCHEDULE OF SPECIAL EVENTS**

Special Event, Location, Dates:  
BALLDROP / FIREWORKS DISPLAY  
NORTH JAMES ST PLAZA  
LUDINGTON, MI 49431  
12/31/2012 - 01/01/2013

TRANSACTION TYPE: Rewrite  
ENDORSEMENT #: 000

<b>POLICY NUMBER</b> CS02186903-01	<b>POLICY PERIOD</b> 12/31/2012 - 01/01/2013 12:01 A.M. Standard Time at the address of the insured stated herein.	<b>AGENCY/PRODUCER CODE</b> 05641
---------------------------------------	---	--------------------------------------

<b>NAMED INSURED AND ADDRESS</b> Downtown Ludington Board 400 S Harrison St Ludington, MI 49431-2175	<b>AGENCY/PRODUCER</b> J.M. WILSON CORP 8036 MOORSBRIDGE RD Portage MI 49024
---	---

**Form of Business:** Corporation

**Business Description:** SPECIAL EVENT: BEER GARDEN / BEER TENT

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 1,000,000
Personal And Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit	\$ 100,000 Any One Fire
Medical Expense Limit	\$ 5,000 Any One Person

**Location of all Premises You Own, Rent or Occupy:** SEE ATTACHED LOCATION FORM SCHEDULE CIGG 176

Classification	Code No.	Premium Basis	Rate Pr/Co	Advance Pr/Co	Premium Other
SEE ATTACHED COMMERCIAL GENERAL LIABILITY SCHEDULE CIGL 043					
				<b>Balance To Meet Minimum</b>	\$ 746.00
				<b>TOTAL ADVANCE PREMIUM</b>	\$ 1,100.00

THE LIABILITY PREMIUM BASIS OF THIS POLICY IS SUBJECT TO AN AUDIT.  
ADDITIONAL PREMIUM MAY BE DUE.

**FORMS AND ENDORSEMENTS:** SEE COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FORM SCHEDULE CIGL 044

COUNTERSIGNED 11/07/2012 By \_\_\_\_\_  
Authorized Representative

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

TRANSACTION TYPE: Rewrite  
ENDORSEMENT #: 000

<b>POLICY NUMBER</b> CS02186903-01	<b>POLICY PERIOD</b> 12/31/2012 - 01/01/2013 <i>12:01 A.M. Standard Time at the address of the insured stated herein.</i>	<b>AGENCY/PRODUCER CODE</b> 05641
---------------------------------------	---	--------------------------------------

<b>NAMED INSURED AND ADDRESS</b> Downtown Ludington Board 400 S Harrison St Ludington, MI 49431-2175	<b>AGENCY/PRODUCER</b> J.M. WILSON CORP 8036 MOORSBRIDGE RD Portage MI 49024
---	---

Prem No.	Classification	Code No.	Premium Basis	Rate Pr/Co	Other	Advance Pr/Co	Premium Other
1	Group 3 - Special Event	00976	1,500 Total Attendance		0.1	\$ 0.00	\$ 254.00
	CG 20 11 - Additional Insured Manager Or Lessors Of Premises	49950	1 Each				\$ 50.00
	CG 20 26 - Additional Insured Designated Person or Organization	49950	1 Each				\$ 50.00
	Damage To Premises Rented To You - Incr. Limit (100K incl)						\$ 0.00
<b>Balance To Meet Minimum Premium</b>							\$ 746.00
<b>Total Advance Premium</b>							\$ 1,100.00
<b>Minimum Earned Premium</b>							100 %



---

<b>POLICY NUMBER</b> CS02186903-01	<b>POLICY PERIOD</b> 12/31/2012 - 01/01/2013 <i>12:01 A.M. Standard Time at the address of the insured stated herein.</i>	<b>AGENCY/PRODUCER CODE</b> 05641
---------------------------------------	---	--------------------------------------

---

---

<b>NAMED INSURED AND ADDRESS</b> Downtown Ludington Board 400 S Harrison St Ludington, MI 49431-2175	<b>AGENCY/PRODUCER</b> J.M. WILSON CORP 8036 MOORSBRIDGE RD Portage MI 49024
---	---

---

**Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of Issue:**

**FORMS APPLICABLE TO ALL PREMISES AND COVERAGES**

Form	Description
CICL 042 04 11	General Liability Coverage Part Declaration
CICL 043 02 11	General Liability Schedule
CG 20 26 07 04	Additional Insured Designated Person Or Organization
CG 20 11 01 96	Additional Insured Managers Or Lessors Or Premises
CG 24 26 07 04	Amendment Of Insured Contract Definition
CGL 292 01 10	Combination Endorsement 1
CGL 318 01 11	Combination Endorsement Special Events
CG 00 01 12 07	Commercial General Liability Coverage Form
CG 21 47 12 07	Employment Related Practices Exclusion
CGL 309 09 06	Exclusion Assault and Battery
CG 21 01 11 85	Exclusion Athletic or Sports Participants
CG 22 58 11 85	Exclusion Described Hazard Carnival Circus Fair
CGL 367 07 08	Exclusion Inflatable Amusement Device
CG 21 36 03 05	Exclusion New Entities
CGL 004 01 98	Exclusion Punitive or Statutory Damages
CGL 188 01 01	Exclusion Rider Of Saddle Animals
CG 21 67 12 04	Fungi or Bacteria Exclusion
CGL 322 04 04	Limitation Classification
CG 21 96 03 05	Silica or Silica Related Dust Exclusion
CG 21 49 09 99	Total Pollution Exclusion
CGL 270 04 03	Unreserved Seating

COUNTERSIGNED 11/07/2012 BY \_\_\_\_\_  
Authorized Representative

<b>POLICY NUMBER</b> CS02186903	<b>POLICY PERIOD</b> 12/31/2012 - 01/01/2013 <i>12:01 A.M. Standard Time at the address of the insured stated herein.</i>	<b>AGENCY/PRODUCER CODE</b> 05641
------------------------------------	---	--------------------------------------

<b>NAMED INSURED AND ADDRESS</b> Downtown Ludington Board 400 S Harrison St Ludington, MI 49431-2175	<b>AGENCY/PRODUCER</b> J.M. WILSON CORP 8036 MOORSBRIDGE RD Portage MI 49024
---	---

**SCHEDULE**

<b>Name of Person or Organization:</b> City of Ludington
<b>Address:</b> 400 S Harrison St Ludington MI 49431-2175
<b>Insured Item:</b> Location 1 - North James St Plaza Ludington MI 49431-2175
<b>Interest:</b> CG 20 11 - Additional Insured Manager Or Lessors Of Premises
<b>Interest Type:</b> Designation Of Premises (Part Leased To You)
<b>Description:</b>

<b>Name of Person or Organization:</b> TYE Signs Inc
<b>Address:</b> 1771 Crystal View Drive Scottville MI 49454-9203 Mason
<b>Insured Item:</b> Location 1 - North James St Plaza Ludington MI 49431-2175
<b>Interest:</b> CG 20 26 - Additional Insured Designated Person or Organization
<b>Interest Type:</b> Name Of Additional Insured Persons Or Organizations
<b>Description:</b>

Countersigned 11/07/2012 By \_\_\_\_\_ Authorized Representative

TRANSACTION TYPE: Rewrite  
ENDORSEMENT #: 000

---

<b>POLICY NUMBER</b> CS02186903-01	<b>POLICY PERIOD</b> 12/31/2012 - 01/01/2013 <i>12:01 A.M. Standard Time at the address of the insured stated herein.</i>	<b>AGENCY/PRODUCER CODE</b> 05641
---------------------------------------	---	--------------------------------------

---

---

<b>NAMED INSURED AND ADDRESS</b> Downtown Ludington Board 400 S Harrison St Ludington, MI 49431-2175	<b>AGENCY/PRODUCER</b> J.M. WILSON CORP 8036 MOORSBRIDGE RD Portage MI 49024
---	---

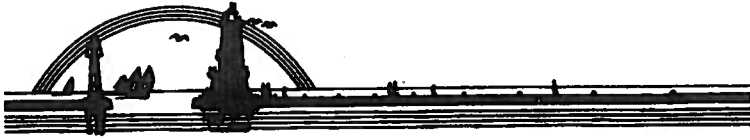
---

Forms and Endorsement apply to the Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Description
CICG 174 CSIC 01 11	Common Policy Declarations
CICG 176 06 11	Locations Schedule
CGE 067 08 03	Additional Interest Schedule
CGE 112 04 96	Important Notice
CGE 263 12 09	Policyholder Audit Information
CGE 085 01 08	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
CGE 071 04 12	Service Of Suit
CGE 126 12 10	Amendment Minimum Earned Premium
IL 00 17 11 98	Common Policy Conditions
CG 21 73 01 08	Exclusion of Certified Acts of Terrorism
IL 00 21 09 08	Nuclear Energy Liability Exclusion (Broad Form)
BJP 190 08 11	Signature Page

Countersigned 11/07/2012 By \_\_\_\_\_  
Authorized Representative



JOHN HENDERSON, MAYOR  
JOHN E. SHAY, CITY MANAGER  
DEBORAH L. LUSKIN, CITY CLERK  
LINDA J. ROGERS, CITY TREASURER

## CITY OF LUDINGTON

400 SOUTH HARRISON STREET  
LUDINGTON, MICHIGAN 49431  
PHONE (231) 845-6237  
FAX (231) 845-1146

### MEMORANDUM

TO: Mayor Henderson and the Ludington City Council  
FROM: John Shay, City Manager B  
DATE: December 12, 2012  
RE: Tom Rotta's Appeal of his 168<sup>th</sup> FOIA Request

Tom Rotta is appealing the City's response to the 168<sup>th</sup> FOIA request that he has submitted. He requested "correspondence (E-mail, letters) in 2012 between representatives of the City of Ludington and the Utility Services Maintenance Company regarding painting the City's water towers or the Bbye water tank." The City responded by granting the request in part and requesting a deposit in the amount of \$65.82 to compile the records. Mr. Rotta is refusing to pay the deposit and is appealing the City's decision to charge fees to recoup our costs to respond to his FOIA request.

Mr. Rotta is also appealing the City's partial denial of his FOIA request. The City denied the request in part for two reasons. One of the requested records is of a personal nature meaning that the personal cell phone number of one of the City's employees is listed on one of the records. The City would provide this record but would redact this phone number. The second reason for the partial denial is that some of the records contain photographs and information on the security features of the water tanks. The City would redact this information before sending it to Mr. Rotta. I am recommending that the City Council uphold the FOIA Coordinator's decision to grant his FOIA request in part and deny it in part.

On a related note, Mr. Rotta is asking "why does it cost \$238,000 in 2013 to paint what was painted for \$50,000 in 2001 (the Bbye water tank)?" In 2001, the City spent \$50,000 to repaint the Bbye Road water tank. This work also included minor repairs including installing an epoxy sealer at the top of the tank, welding 1/4" plates to the roof and repairing the lower hatch support. Mr. Rotta has concluded that the City will pay \$238,000 to simply repaint the Bbye Road water tank. He is wrong. I have attached information from Water Plant Supt. Kurt Malzahn, which shows that the City received an estimate in 2006 from Dixon Engineering to repaint the Bbye Road water tank for \$194,400. This estimate included some additional minor repairs to the tank and also included a one-year warranty.

Utility Service Company provided an estimate this year in the amount of \$238,000 to repaint the water tank and install additional features not included on Dixon's estimate (including removing the cage and adding a ladder gate, painting the inlet frost jacket, installing a new mixing system to prevent the water from freezing and to better distribute the chlorine and providing a performance bond). In addition, Utility Service Company's estimate includes regular

*On the Shores of Lake Michigan*

inspections, washouts, emergency repairs and an ongoing warranty. As you can see, this estimate entails much more than slapping a coat of paint on the water tank. It should be noted that the Danaher water tank developed a leaky hatch in February 2010, which Utility Service Company fixed under its contract with the City. This would have cost about \$5,000 had there been no ongoing maintenance contract.

Finally, Mr. Rotta will likely inform you that the City informed him through a different FOIA request that the City has not sought or received bids to perform this work on the Brye Road water tank. That is correct. However, the City plans to seek proposals/bids in 2013 from contractors to provide these improvements to the Brye Road water tank.

**CITY MANAGER'S RECOMMENDATION:** Uphold the FOIA Coordinator's response dated December 3, 2012 to Mr. Rotta's FOIA request dated November 27, 2012.

## John Shay

---

**From:** Tom Rotta <tomrotta@rocketmail.com>  
**Sent:** Tuesday, December 04, 2012 3:17 PM  
**To:** John Shay  
**Cc:** rjrathsack@aol.com; tykoskin@msu.edu; wtaranko@charter.net; wlmarrison@charter.net; michland50@hotmail.com; kayescare@charter.net; Les22j@frontier.com; Steve Ruba; ldn@ludingtondailynews.com; news@wmom.fm; alwayphoto@gmail.com  
**Subject:** Re: FOIA Request: Correspondence between USM and City of Ludington 2012

John,

Your assertion that a FOIA cannot be appealed on the FOIA Coordinator's assignment of fees, is in error. A precedent your attorneys referred to in our FOIA suit erroneously to show the converse, *DFP v. MI AG*, had the trial court decide on labor fees and copy fees, which was never reversed on appeal <http://caselaw.findlaw.com/mi-court-of-appeals/1146124.html>. As have many more, and this public extortion you propose is worth looking at in the administrative appeal.

Would you rather have me charge you with unlawfully trying to extort money from the public for information outside of FOIA appeal civil litigation? If you do not explain why the high priced official needs to be used for that long of a time, and why the copying needs to be done to inspect these records, it will be legally challenged.

BTW, a person can also appeal on the fact that the the fees were not waived. I appeal administratively for reasons 1-5 and on this grounds and will plead my case thereon on the 17th.

Tom Rotta  
**The Ludington Torch**

**From:** John Shay <JShay@ci.ludington.mi.us>  
**To:** Tom Rotta <tomrotta@rocketmail.com>  
**Sent:** Tuesday, December 4, 2012 10:47 AM  
**Subject:** RE: FOIA Request: Correspondence between USM and City of Ludington 2012

Tom:

Your appeal for items 4 and 5 will be placed on the agenda for the City Council meeting on Monday, December 17, 2012 at 6:30 p.m. FOIA does not allow an appeal of the fees being charged; only if a request is denied in part or in whole.

John Shay  
City Manager  
City of Ludington  
400 South Harrison Street  
Ludington, Michigan 49431  
(231) 845-6237 Voice  
(231) 845-7302 Fax  
jshay@ci.ludington.mi.us

---

**From:** Tom Rotta [mailto:tomrotta@rocketmail.com]  
**Sent:** Tuesday, December 04, 2012 10:11 AM  
**To:** John Shay  
**Cc:** Steve Ruba; ldn@ludingtondailynews.com; news@wmom.fm; alwayphoto@gmail.com  
**Subject:** Re: FOIA Request: Correspondence between USM and City of Ludington 2012

John,

Of course, I have to appeal this request: "Correspondence (E-mail, letters) in 2012 between representatives of the City of Ludington and the Utility Services Maintenance Company regarding painting the City's water towers or the Brye water tank." on several bases, due to illegal fees (and the public extortive nature of them) and the bogus exemptions noted:

- 1) To accumulate these records someone earning \$41.65 (w+b) an hour does not need to be used.
- 2) Two and a half hours of work is beyond reasonable. Any E-mails should already be sorted as personal, official or transient per the City's E-mail retention policy, and the other correspondences should be with you, the clerk and Kurt Malzahn to their representative(s) in a convenient folder. Does it take 2.5 hours to coordinate this info for yourself? This is for less than one year's correspondence with a utility painting company
- 3) No copies were asked for, so those fees are obviated except for any necessary exemption. Section 3: "A public body shall utilize the most economical means available for making copies of public records." Which includes not making copies when they are not needed.
- 4) If your E-mails are sorted accordingly, there should be no privacy exemption. Nor should there be any other private data in these types of records. The privacy exemption is section 13, 1(a): "Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy." These are business records; that you bring personal exemptions makes me further wonder whether there isn't cronyism involved.
- 5) The 'security exemption' is specious, the FOIA exempts in section 13: "(u) Records of a public body's security measures, including security plans, security codes and combinations, passwords, passes, keys, and security procedures, to the extent that the records relate to the ongoing security of the public body." I do not think you or other officials passed such information along to water tower painters. If you did, why?

The release of these records would be of benefit to the public for them to understand why it takes around \$1.5 million to paint two water towers and one water tank, and find out why one is being painted two years after it was contracted to do so. And to understand why there was no competitive bids used in either of the negotiations. And to understand why the Danaher tower was painted during the middle of fall when the temperatures were under the minimum needed to paint it. And finally, why does it cost \$238,000 in 2013 to paint what was painted for \$50,000 in 2001 (the Brye water tank)?

Tom Rotta  
**The Ludington Torch**

**From:** John Shay <JShay@ci.ludington.mi.us>  
**To:** Tom Rotta <tomrotta@rocketmail.com>  
**Sent:** Monday, December 3, 2012 12:13 PM  
**Subject:** RE: FOIA Request: Correspondence between USM and City of Ludington 2012

Tom:

I have attached the City of Ludington's response to the 168<sup>th</sup> FOIA request that you have submitted. The fee is calculated as follows: \$104.13 to search, compile and separate exempt from non-exempt information (\$41.65 per hour (wages and benefits) x 2.5 hours) + \$47.50 copying charge (190 pages x \$0.25 per page) - \$20 credit = \$131.63. Upon receipt of your deposit in the amount of \$65.82, the records will be compiled. Upon receipt of your payment in the amount of \$131.63, the City will release the records to you.

John Shay  
City Manager  
City of Ludington  
400 South Harrison Street

Ludington, Michigan 49431  
(231) 845-6237 Voice  
(231) 845-7302 Fax  
[jshay@ci.ludington.mi.us](mailto:jshay@ci.ludington.mi.us)

---

**From:** Tom Rotta [mailto:tomrotta@rocketmail.com]  
**Sent:** Tuesday, November 27, 2012 8:36 AM  
**To:** John Shay  
**Subject:** FOIA Request: Correspondence between USM and City of Ludington 2012

John,

It may be in your best interest to designate an alternate City of Ludington FOIA Coordinator for me to approach for FOIA requests, now that we are parties on opposite sides of a federal lawsuit. Jackie Steckel did a commendable job in your absence.

Under provisions of the Michigan Freedom of Information Act (MCLA 15.231 et seq; MSA 4.1801 (1) et seq) I am requesting to personally inspect the following public records, or receive scanned or electronically transmitted records (whichever is most economical) for :

Correspondence (E-mail, letters) in 2012 between representatives of the City of Ludington and the Utility Services Maintenance Company regarding painting the City's water towers or the Brye water tank.

Instead of printing out the E-mails on paper, please forward them to this E-mail address instead to save time and money for both of us, or let me inspect them on the City's computer.

If you need any clarifications of this request, please reply expediently to this E-mail address.

**If requested record(s) do not exist, please enumerate which ones do not, as per the Act.**

**If you determine that some of the requested information is exempt from disclosure, please detail what is being withheld and cite the exemption under FOIA.**

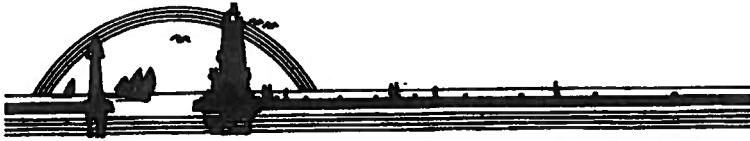
If fees to comply with this request exceed \$20, please contact me at this E-Mail address with those fees enumerated.

As provided under FOIA, I would anticipate my request being filled within five working days of receipt of this letter.

Tom Rotta

**The Ludington Torch**





JOHN HENDERSON, MAYOR  
JOHN E. SHAY, CITY MANAGER  
DEBORAH L. LUSKIN, CITY CLERK  
LINDA J. ROGERS, CITY TREASURER

## CITY OF LUDINGTON

400 SOUTH HARRISON STREET  
LUDINGTON, MICHIGAN 49431  
PHONE (231) 845-6237  
FAX (231) 845-1146

December 3, 2012

Mr. Tom Rotta  
137 East Dowland Street  
Ludington, Michigan 49431

**RE: Response to Freedom of Information Act ("FOIA") Request No. 168 Received Via E-Mail on November 28, 2012**

Dear Mr. Rotta:

Your recent request for public record(s) under the Michigan Freedom of Information Act ("FOIA"), MCL §15.231 et seq., as amended, is hereby:

- Granted, requested record(s) available. Please remit \$131.63 to cover costs (see e-mail).
- Granted, however the cost of responding to your request is estimated to exceed \$50.00, therefore a deposit of \$65.82 (1/2 estimated cost) will be required. Upon receipt of your deposit, the City will compile the requested record(s).
- Granted, your name will be placed on a subscription list for future issuances of the requested record(s) disseminated on a regular basis. This subscription shall be valid for six (6) months and shall be renewable only upon written request each six (6) months.
- Denied, requested records(s) exempt from disclosure for the following reason(s):
  - A public record does not exist under the name given or by another name reasonably known by the FOIA Coordinator.
  - Requested record(s) are of a personal nature and the disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy.
  - Requested records are investigative records compiled for law enforcement purposes and disclosure would interfere with law enforcement proceedings, deprive a person of the right to a fair trial or impartial administrative adjudication, constitute an unwarranted invasion of personal privacy or disclose the identity of a confidential source or disclose confidential information furnished by a confidential source.
  - Records or information specifically described and exempted from disclosure by statute. (MCL 333.2855a)

*On the Shores of Lake Michigan*

- Requested record(s) would prevent the body from complying with Section 444 of subpart 4 of part C of the General Education Provisions Act, 20 USC 1232g.
- Requested record(s) are trade secrets or commercial or financial information voluntarily provided to an agency for developing governmental policy.
- Requested record(s) are subject to the attorney-client privilege.
- Requested record(s) are subject to the physician-patient, psychologist-patient, minister, priest, or Christian Science practitioner privilege, or other privilege recognized by statute or court rule.
- Requested record(s) are a bid or proposal to enter into a contract or agreement prior to the time established for submission or public opening.
- Requested record(s) are appraisals of real property to be acquired prior to an agreement for purchase, or less than three (3) years after the appraisal date.
- Requested record(s) are medical, counseling, or psychological facts or evaluations which would disclose an individual's identity.
- Requested record(s) are communications and notes within a public body or between public bodies of an advisory nature to the extent that they cover other than purely factual materials and are preliminary to a final determination of policy or action.
- Requested record(s) are law enforcement communication codes, or plans for deployment that if disclosed would prejudice the public body's ability to protect the public safety and the public interest in disclosure does not outweigh the public interest in nondisclosure in this particular instance.
- Requested record(s) are testing data for determining whether bidder's products meet specifications.
- Requested records are public records of a law enforcement agency, the release of which would do any of the following: (i) identify or provide a means of identifying an informant; (ii) identify or provide means to identify an undercover officer, agent or plain clothes officer; (iii) disclose the personal address or telephone number of active or retired law enforcement personnel or a special skill they may have; (iv) disclose the name, address or phone number of family members, relatives, children or parents of active or retired law enforcement personnel; (v) disclose operational instructions; (vi) reveal the contents of staff manuals provided to law enforcement personnel; (vii) endanger the life or safety of law enforcement personnel or their family members or those who furnish information to law enforcement agencies; (viii) identify or provide means of identifying a person as a law enforcement officer, agent or informant; (ix) disclose personnel records; or (x) identify or provide means to identifying residences that law enforcement personnel are requested to check in the absence of the owners or tenants; and the public interest in nondisclosure outweighs the public interest in disclosure in this particular instance.
- Requested record(s) are records of security measures.
- Requested record(s) are information relating to a civil action in which the requesting party and the public body are parties.
- Requested record(s) would disclose the social security number of an individual.

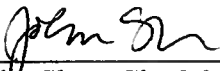
Granted in part, denied in part, see above for explanation, record(s) enclosed.

- Due to unusual circumstances, as stated below, we are extending the period to respond to your request by ten (10) business days, your request will be granted, denied, or granted in part and denied in part by \_\_\_\_\_. (Response Date)
- The need to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to a single request.
- The need to collect the requested public records from numerous field offices, facilities, or other establishments which are located apart from the particular office receiving or processing the request.

If your request for record(s) is denied, you may submit a written appeal, specifically stating "appeal" and stating the reasons for appeal, to the Ludington City Council, or seek judicial review under Section 10 of the Act within 180 days after the public body's final determination. Within ten (10) days of receiving a request for an appeal, the City Council shall a) reverse the denial; b) issue a written notice upholding the denial; c) reverse in part and uphold in part by written notice; or d) issue a notice extending by ten (10) business days the time to decide the appeal. The City Council is considered to have received your appeal at its first regularly scheduled meeting following the submission of the appeal in writing.

If after judicial review, the Circuit Court determines that the City of Ludington has not complied fully with the disclosure requirements, the Court shall award reasonable attorneys' fees, costs, and disbursements. If the Court determines that the City of Ludington has arbitrarily and capriciously violated the Act, the Court shall award punitive damages in the amount of \$500.00.

A copy of this request will be kept on file for no less than one (1) year.

  
\_\_\_\_\_  
John Shay, City Manager  
FOIA Coordinator

**City of Ludington**  
**“Brye Road” 500,000 gallon Water Tank**  
**Renovation Cost Breakdown and Comparison**

**Dixon Engineering 2006 estimate**

Exterior Overcoat	\$40,000
SPC-Blast & Recoat Int Wet	\$90,000
Seam Seal Roof Lap Seams	\$2,000
Install Cathodic Protection	\$14,000
Repair Foundation Caulk	\$1,000
Install Overflow Flapper	\$1,000
Install 30” Sidewall Manway (1)	\$6,000
Install New Pressure-Vac Vent	\$5,000
Upgrade Safety Climb (rail-type)	\$3,000
Not Quoted	\$0.0
Not Quoted	\$0.0
Not Quoted	\$0.0
Not Quoted	\$0.0
<b>Subtotal</b>	<b>\$162,000</b>
<b>Engineering &amp; Contingencies \$32,400 (20% of subtotal)</b>	

**TOTAL (Traditional) \$194,400**

**Note: 1 Year Warranty**

**\*\* these numbers are from 2006  
and don’t take in consideration inflation!**

**Utility Service Company 2012**

Exterior Overcoat (+ pit pipes)	\$35,364
SPC-Blast & Recoat Int Wet	\$81,816
Included in Int Wet Recoat	\$0.0
Not Recommended	\$0.0
Repair Foundation Caulk & Paint	\$1,500
Install Overflow Flapper	\$525
Install 30” Sidewall Manways (2)	\$13,133
Install New Pressure-Vac Vent	\$4,458
Upgrade Safety Climb (cable-type)	\$5,970
Remove Cage add Ladder Gate	\$2,791
Repair & Paint Inlet Frost Jacket	\$2,000
Install PAX Mixing System	\$24,325
Performance Bond	\$4,300
<b>Subtotal</b>	<b>\$176,182</b>
N/A	\$0.0

**TOTAL (Traditional) \$176,182**

**Base Fees (for the 5 years) \$ 61,818  
\$ 238,000**

**Note: \$238,000 includes all listed  
upgrades, engineering, active mixer and  
install, Perpetual Warranty on all work  
and mixing system.**

## **What is included with the “base fee”?**

- **Perpetual warranty- it’s like buying an extended warranty for a car, appliance etc however, in this case it builds equity toward the next tank renovation in ten years.**
- **Annual (Certified Inspector) inspections with report. Inspector certification is NACE Level 3 (National Association Corrosion Engineers)**
- **Biannual Inside Washout/Inspection with report**
- **At least (1) outside cleaning (algae, mold, dirt etc) or more if conditions warrant.**
- **Paint touch ups including logo, (if tank has one) and simple repairs**
- **Emergency Repairs- (bullet holes, leaks, graffiti removal etc.)**
- **Work with phone carriers on our behalf to make sure their equipment is put up in our best interest not theirs, thus saving us on future maintenance costs and headaches.**

## **USCO Maintenance Contract and other Facts**

- **USCO basically loans us the money for our tank renovation project “interest free” and allows us to spread out repayment costs. However, we are also charged base fees that cover a variety of needed maintenance services. These base fees also count as equity toward the next tank renovation. This business model helps us eliminate the need for municipal bond funding (for a maintenance project), while at the same time protects our tank assets and water quality for peace of mind cost effectively.**
- **An investment is made without a huge upfront (lump sum) outlay to our water fund budget at once as compared to a tradition tank renovation.**
- **Traditional tank renovations have only an one-year warranty and it is through the paint manufacture not the contractor. Therefore, there is always the potential for finger pointing and extra costs if something goes wrong in the 13 month!**
- **USCO is on the hook for all warranty issues throughout the life of contract.**
- **Base fees count toward equity on the next paint renovation!**
- **Emergency service examples so far: Danaher Tank developed a leaky hatch in February 2010 and was fixed by USCO. This repair would have been around a \$5000 expenditure to fix per Mike Trombly.**
- **No extra third party engineer/inspector fees. USCO has certified structural engineers and inspectors on staff. Their engineers will work with MDEQ throughout the permit process. The City will save significant money on this particular cost.**

- Annual certified inspector (inspections) are worth \$1,800 to \$2,000 per Mike Trombly.
- Biannual washouts are worth about \$2,500 per Mike Trombly.
- The outside tank cleaning is worth about \$4,500+ per Mike Trombly.
- Paint touch ups including logos and simple repairs are worth about \$2,500+ per Mike Trombly.
- **Our water tanks (assets) maintain their value instead of depreciation like traditional water tower paint renovations because our maintenance service contract is GASB 34 complaint. Governmental Accounting Standard Board = value of infrastructure**
- Again, base fees count toward the next tank renovation in ten years (equity). We will never see a six-figure price tag again per tank as long as we are making our payments toward the maintenance program. I feel the City is getting a better return on its money (maintenance services & equity) than just drawing a little bit of interest by having the money sitting in the water fund. As you know, by having known fixed costs we can better budget and plan for future day-to-day operations and water projects (no surprises).
- Painting costs have risen dramatically since 2001 due to required EPA environmental friendly paints and **petroleum costs**.
- Fuel costs for trucks, air compressors and other tank painting equipment has nearly doubled.  
\*\*\* One has to remember that gas prices in 2001 averaged around \$1.75/ gallon!

### **Byre Road Tank Facts**

- The 2001 painting of the Brye Road tank was a overcoat in the inside and out. Not sure about what the costs were?
- The Brye Road tank needs more than just a painting as shown in the Dixon and USCO comparison page (page 1). The repairs in the USCO column are the ones that I'm in agreement with.
- The mixer electrical costs will be minimal. I'm told that it will be equivalent to having (one) 60-Watt light bulb on 24/7.
- The mixer will help maintain water quality and prevent ice from forming in the tank, which is currently an issue.
- An indefinite warranty on the mixer is included with the base fees!

## Scottville Tank Facts

- The City of Scottville's tank was painted with grant money. We did not qualify for this type of grant because of our financial status and we had that show how we would create permanent jobs with the use of the grant.
- The inside liner of the Scottville Tank **was not** painted in 2010.
- The Scottville Water tower had little to no **welding upgrades** or repairs included with their tank renovation project compared to the Gaylord Tank and future work on the Danaher Water Tower.
- According to the Ludington Daily News Scottville tank painting project was \$184,500 where their City was responsible for \$46,125 of that total. The remainder was paid by a grant.
- The Scottville Water tower has only a **one-year limited warranty** period. Our agreement would be an **ongoing perpetual warranty**.



# CITY OF LUDINGTON

## "Brye Road Ground Tank"



### 10 Year Budgetary Schedule of Work and Fees

### "GASB Compliant" Full Service Maintenance Program

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>TANK 3</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>500,000 Gallon Ground Tank</b>	100% Exterior Overcoat & Interior Renovation & Repairs *New Vents *New Safety Climb *Inlet Pipe Repair *Active Mixer Installed	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection with Chemical Clean Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection with Chemical Clean Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection with Chemical Clean Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection with Chemical Clean Any Needed Repairs Emergency Service	100% Exterior "Overcoat" & Interior Renovation & Repairs
<b>Brye Road Tank</b>										
<b>Option 1</b>										
<b>5 YEAR SPREAD</b>	<b>\$47,613</b>	<b>\$47,613</b>	<b>\$47,613</b>	<b>\$47,613</b>	<b>\$47,613</b>	<b>\$16,859</b>	<b>\$16,859</b>	<b>\$16,859</b>	<b>\$18,713</b>	<b>\$18,713</b>



# LUDINGTON CITY PLANNING COMMISSION

AGENDA

TUESDAY

January 8, 2013

7:00 P.M.

Ludington Municipal Building  
400 S Harrison, Ludington, MI 49431

1. Call to Order
2. Roll Call
3. Agenda Approval
4. Public Comments & Communications
5. Approval of Minutes:  
December 4, 2012
6. Public hearings
7. Unfinished Business
  - a. Signs
8. New Business
  - a. Election of Officers  
Chairman  
Vice-Chairman  
Secretary
  - b. Set Day, Date, Time of meetings
  - c. Outdoor Dining Establishments
  - d. Adult Daycare
  - e. Through Lots
9. Site Plan Review Report:  
None
10. Commissioners' Comments and Communications
  - a. Downtown Ludington Board Report
11. Adjournment

**PLANNING COMMISSION  
MINUTES**

**December 4, 2012**

A meeting of the Ludington Planning Commission was held on Tuesday, December 4, 2012. The meeting was held at the Ludington Municipal Building, 400 S. Harrison St., Ludington, MI and was called to order at 7:00 p.m. by Mike Nekola, Chairperson.

**ROLL CALL:** The roll call showed the following results:

**Present:** Kirk Josvai, Chris Gamble, Lynn Pontz, Robert Sasin, Mike Lenich, John Kreinbrink, Mike Nekola, Roger Starr, and Kaye Holman

**Absent:** None

**Also Present:** John Shay, City Manager and Carol Ann Foote, Recording Secretary

**AGENDA APPROVAL:**

Commissioner Holman made a motion to approve the agenda, seconded by Commissioner Josvai. Motion carried.

**APPROVAL OF MINUTES:**

Commissioner Pontz made a motion to approve the November 7, 2012 minutes, with corrections, seconded by Commissioner Holman. Motion carried unanimously.

**PUBLIC COMMENTS:**

Scott Sitler, 202 N. Gaylord, stated that he was opposed to the House of Flavors constructing the forty-two foot towers. He said that he has opposed House of Flavors' growth in the neighborhood for several years. Mr. Sitler said that he has heard Planning Commissioners say that they should have stopped their growth when they built the freezer to the east; now they are moving to the west. He opposes the growth.

Les Russell, 109 N. Gaylord, said that he also opposed the industrial expansion and the tank farm being placed on the property west of the House of Flavors. He also suggested the reconsideration of the other two tanks that were approved in January. He said that he understood that the facility is in the Central Business District and that there are some light industrial activities allowed. Mr. Russell quoted section 400.8:4 of the zoning ordinance pertaining to uses in the M-1 being conducted in connection with a permitted retail use. He said that there was no retail use associated with House of Flavors. The restaurant is a separate entity not connected with the manufacturing plant; therefore they do not qualify for a zoning variance. He said that if the Commission found that this was not the case, Section 500.9:3 allows stack chimneys, cooling and fire towers, storage tanks, etc., provided they are located the same distance as their height from any adjoining property line. The property that they are being built on is being straddled by these tanks. They do not meet the setback recommendations supporting these towers. The distance that the towers are from the property line would encroach on the height limitations making them not eligible for a variance.

Barb Sitler, 202 N. Gaylord, said that when the zoning was approved for the last addition, there was a comment from John Kreinbrink that the fence around the surrounding property needed to be taller. She asked what the point in that was, because everything that has been added is above the fence line. She said that she did not remember the dimensions of the cinder block building that was being built now, but it is taller than the existing building. The tanks will be two stories higher than that. She does not understand the point in the fence if they can build higher than the fence.

Close public comments.

**PUBLIC HEARINGS:**

**UNFINISHED BUSINESS:**

. To consider a request by Westnd, LLC (House of Flavors) for a special land use for the expansion or rehabilitation of an existing light industrial, warehouse, or wholesale use at the properties located at 405 W. Court St. and 109 N. William St. described as: ORIGINAL PLAT LOTS 1, 2, 9 & 10, BLOCK 29 EXCEPT THE FOLLOWING DESCRIBED PARCEL: COM AT THE SE CORNER OF LOT 10 FOR POB, TH S 89 DEG 54 MIN 39 SEC W ALONG N'LY R.O.W. OF LUDINGTON AVE 180.09 FEET, TH N 00 DEG 01 MIN 58 SEC W ALG W LINE OF LOT 8, 150.14 FT TO NW COR OF LOT 8, TH N 89 DEG 58 MIN 11 SEC E ALG N LINE OF LOTS 8 & 9, 86.80 FEET, TH S 00 DEG 12 MIN 50 SEC E 40.35 FEET, TH S 89 DEG 47 MIN 10 SEC W 1.60 FEET, TH S 00 DEG 12 MIN 50 SEC E 37.40 FEET, TH S 28 DEG 50 MIN 26 SEC W 6.18 FEET, TH S 00 DEG 12 MIN 50 SEC E 4.60 FEET, TH S 47 DEG 11 MIN 20 SEC E 4.10 FEET, TH S 00 DEG 12 MIN 50 SEC E 1.00 FOOT, TH N 89 DEG 47 MIN 10 SEC E 24.80 FEET, TH S 00 DEG 12 MIN 50 SEC E 11.30 FEET, TH N 89 DEG 47 MIN 10 SEC E 21.80 FEET, TH S 00 DEG 12 MIN 50 SEC E 9.90 FEET, TH N 89 DEG 47 MIN 10 SEC E 26.50 FEET, TH N 00 DEG 12 MIN 50 SEC E 9.00 FEET, TH N 89 DEG 47 MIN 10 SEC E 21.50 FEET TO W ROW OF WILLIAM ST, TH S 46.50 FEET ALONG WEST LINE OF WILLIAM ST TO P.O.B. and ORIGINAL PLAT LOT 3 BLOCK 29.

Commissioner Gamble said that the committee met and they had the opportunity to tour a boiler at Indian Summer on Chauvez Rd. that is a comparable boiler to what House of Flavors wants to install. He said that they took decibel readings toward the property and inside and out. They also had an opportunity to walk around, inside and out, of House of Flavors with the same thought process of checking decibel levels and what the new proposed construction might entail. Noise was one of the main objections that we were hearing at the public hearing last month.

Commissioner Kreinbrink said that one of the major considerations was noise. Boilers and equipment out in the open would be quite noisy, but enclosed in the proper building and structure they can be made non-intrusive.

Commissioner Kreinbrink made a motion to approve the House of Flavor's request for the installation of three 42' X 8' sweetener silos, an enclosure to the existing truck well and a second story boiler room above the truck well with the following conditions, supported by Commissioner Holman:

Vent silencers shall be installed on steam safety relief valve stacks and any stacks used for steam venting during boiler testing. The vent silencers and the structure of the boiler room shall be designed to comply with Section 900.3:10 of the City of Ludington Zoning Ordinance which sets standards for expansion or rehabilitation of a Light Industrial use in the Central Business District and with Section 400.9:6(6) which sets the performance standard for noise from an Industrial use at 70 decibels for night and 85 decibels for day. The vent silencers for the boiler testing stacks may be designed to the daytime noise standard if boiler testing is restricted to daytime. If it is possible that boiler testing will be conducted at night, the silencers for the boiler testing stacks shall be designed to the nighttime noise standard. The vent silencers for the safety relief valve vent stacks shall be designed to the nighttime noise standard.

Commissioner Josvai wanted to know if the only condition was the day and night decibels set for the ambient noise and not the facility noise itself. Commissioner Kreinbrink said that it covers both the vent silencers and the structure of the boiler room. That effectively restricts any noise from the structure. Commissioner Josvai asked what the decibel readings were that they took. Commissioner Kreinbrink said it was above 90 in the boiler room itself and in the 70 range on the outside. He said that it was not an acoustically insulated facility. Commissioner Josvai asked what was used to take the measurements. Commissioner Kreinbrink said that it was a partially calibrated application on a cell phone.

Commissioner Pontz asked if the decibel measurements for compliance were taken from the property line. Carol Foote told him that it was at the property line.

Commissioner Starr said that he had concerns with the first two silos that were approved and has concerns with the expansion. The special land use is for expansion of light industrial. In his opinion, this is not a light industrial operation and it is getting less light industrial all the time. He stated that there was nothing in the ordinance that addresses silos, limiting their size and setbacks. He does not think that they should approve something that is not addressed. He said that it disturbs him that when the first two silos were approved, these three were not even mentioned. Commissioner Starr said that it was a negative for the surrounding property owners. These things will be huge and the biggest thing seen downtown. They will be the first thing you see going down Ludington Ave. in either direction. They do not belong in the Central Business District.

Commissioner Josvai asked about the type of construction of the building at Indian Summer. Commissioner Gamble said that it was block construction with a metal roof. He said that he thought that House of Flavors would be block construction. There was no acoustics at Indian Summer. House of Flavors will be 12 inch block filled with concrete.

Commissioner Pontz said that when they toured House of Flavors, the machine rooms that are on the west side did cast sound in the park area. House of Flavors, without request, did close in areas that face the parking lot and will now vent the needed air for those rooms from the roof area. The sound then dropped less than seventy to between sixty-eight and sixty-six. House of Flavors is in the situation they are in, in the location they are in, but they are doing the best they can do as far as sound suppression.

Commissioner Holman commented that the committee and House of Flavors have done an amazing job. She said that have asked for a lot of things and listened to a lot of people and the committee has brought back everything they have asked for. She stated that they should be commended.

A roll call vote was made on the motion with the following results:  
Nekola, Kreinbrink, Pontz, Gamble, Holman, Lenich, Josvai, Sassin in favor  
Starr opposed  
Motion carried 8 to 1

#### **NEW BUSINESS:**

Signs:

Commissioner Holman said that the committee will meet next week and have something at the first of the year. They are looking at appointing a committee to take a look at signs downtown and find out what people are looking for.

Commissioner Pontz made a motion to set the January meeting for Tuesday, January 8, seconded by Commissioner Holman. Motion carried unanimously.

#### **SITE PLAN REVIEW:**

None

#### **COMMISSIONERS COMMENTS**

##### **Downtown Ludington Board:**

Commissioner Lenich told the Commissioners that Commissioner Sassin covered the Downtown Ludington Board meeting for him.

The Board agreed that outdoor decks should be a principal use so that everything will be the same and the rules will be the same.

Commissioner Lenich said that there are various promotions on the New Year's Eve Ball Drop.

Chairman Nekola announced that this was Commissioner Gamble's last meeting with the Planning Commission. He told Commissioner Gamble that it had been a pleasure working with him and that he would be missed.

**ADJOURNMENT:**

Motion was made by Commissioner Holmlan, seconded by Commissioner Pontz, to adjourn the meeting. The meeting adjourned at 7:30 p.m.

Respectfully Submitted,  
Carol Ann Foote, Recording Secretary

Chris Gamble, Secretary

**CITY OF LUDINGTON  
PLANNING COMMISSION  
400 S. HARRISON ST.  
LUDINGTON, MI**

(231)843-2956...Fax (231)845-1146  
Email: cafoote@ci.ludington.mi.us

December 10, 2012

To: City of Ludington Planning Commission  
From: Carol A Foote, Planning/Zoning Administrator  
Subject: Outdoor Dining Establishments

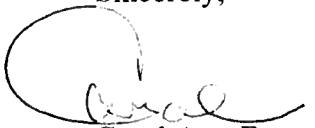
Dear Commissioners:

The City of Ludington Building and Licenses Committee has requested that the Planning Commission review the following text changes that would allow outdoor dining facilities as a permitted use in the Central Business District and Maritime Commercial district. These changes would also allow the service of alcohol beverages as a permitted use.

The outdoor dining areas would also be subject to City Design Guidelines. At this time, the Downtown Ludington Board is working on these guidelines. A copy of an example of these guidelines is also enclosed.

If you have any questions, please contact me.

Sincerely,

  
Carol Ann Foote



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND ARTICLE 400.8 OF  
THE LUDINGTON CITY CODE APPENDIX A-  
ZONING TO ADD OUTDOOR DINING AS A  
PERMITTED USE IN THE CENTRAL BUSINESS  
DISTRICT AND THE MARITIME COMMERCIAL  
DISTRICT AND PROVIDE FOR REGULATION  
THEREWITH AND TO REPEAL ALL  
ORDINANCES IN CONFLICT HEREWITH**

**THE CITY OF LUDINGTON ORDAINS:**

**Section 1.** Appendix A- Zoning Section 400.6:3 Permitted Accessory Uses is hereby amended to read as follows:

**SECTION 400.6:3 Permitted Accessory Uses**

- (1) Any use customarily incidental to the permitted principal use.
- ~~(4)~~ (2) Open air displays of retail merchandise regularly sold or displayed by the retailer, owning, operating or leasing the property; such as displays of dry goods, sporting goods (except equipment utilizing projectiles), tools, small equipment, flowers or similar merchandise and temporary seating and tables provided that all areas shall be well maintained and cleaned regularly. Such activities shall not be conducted upon required off-street parking or adjacent vacant lots and provided that the location of such uses shall not pose a risk of injury to or obstruction of persons using streets, alleys, sidewalks or fire exits adjacent to such uses.
- ~~(2)~~ (3) Outdoor service of food or beverages conducted in connection with a principal use involving service of food and beverages, but not including service of alcoholic beverages and not involving an area larger than 200 square feet and not involving amplification of voice, musical instruments or recordings.
- ~~(3)~~ (4) ~~Amplification of live music from individuals or up to four persons. Such amplification shall be less than 70 decibels measuring at a distance of 20 feet.~~ Music, whether live or recorded, shall not exceed 70 decibels measured from a distance of 20 feet.
- ~~(4)~~ (5) Accessory uses provided in subsections (2) and (3) are subject to the conditions of Section 400.6:4 except as to setback.

**Section 2** Appendix A- Zoning Section 400.8:2 Permitted Principal Uses is hereby amended to read as follows:

**Section 400.8.2 Permitted Principal Uses**

- (1) Retail stores: Including, but not limited to, food stores, eating and drinking places, (excluding drive-ins), department stores dry goods stores, general merchandise stores, variety stores, apparel and accessory stores, furniture





stores, home furnishing stores, appliance stores, sporting goods and bicycle stores, florists, cigar stores, news dealers, gift, novelty and souvenir stores, music stores, camera and photographic supply stores, paint stores, art galleries.

- (2) Showroom uses: Passenger cars, trucks, farm equipment. Garage service facilities for above when on the premises.
- (3) Selected services: Personal Service Establishment such as barber and beauty shops, shoe repair shops, laundry and cleaning shops without a plant on premises, except that self-service machines are permitted.
- (4) Other uses: Libraries, museums, fire station, police station, administrative governmental, and professional offices, banks, business offices, general office buildings, institutional and other public uses.
- (5) Outdoor sales by temporary permit. See ARTICLE 500.14.
- (6) Theatres, arcades, and pool halls.
- (7) Residential Use above first floor.
- (8) Outdoor Dining Areas: Outdoor dining areas are permitted as an accessory use for restaurants subject to the following conditions:
  - a. Permitted Areas: Outdoor dining shall be permitted on the same lot as an existing and legally operating restaurant in an area under the control of the restaurant. If a sidewalk is used for outdoor dining it shall be immediately adjacent to the restaurant abutting the restaurant.
  - b. Any outdoor dining area using a sidewalk is subject to the City of Ludington Outdoor Dining Design Guidelines obtained from the Zoning Administrator.
  - c. The use of the sidewalk for and outdoor dining area must allow a minimum pedestrian right-of-way of five feet. No dining operations shall take place in the right-of-way.
  - d. No equipment, including but not limited to umbrellas, shall extend into or over the pedestrian right-of-way and no barriers to pedestrian visibility are allowed.
  - e. No food preparation or food preparation equipment shall be permitted in the outside dining area, excluding rooftop dining areas, including heating or cooking on open flames.
  - f. Outdoor dining shall be allowed during the hours of operation of the restaurant from May 1 through November 1 for establishments using a pedestrian right-of-way.
  - g. If a sidewalk is used as part of an outdoor dining area, all tables, chairs, barriers, umbrellas and other equipment must be removed and stored off the sidewalk the end of each business day and shall be stored inside the restaurant for extended periods of non-use and during the offseason.
  - h. If alcohol is to be served in the outdoor dining area, a removable thirty- six (36) inch high barrier designating the service area must be used as required by the Michigan Liquor Control Commission. Such barrier must be architecturally compatible with the standards set forth in the City of Ludington Outdoor Dining Design Guidelines. If no



alcohol is to be served, a barrier architecturally compatible with the standards set forth in the City of Ludington Outdoor Dining Design Guidelines shall be required.

- i. The outdoor dining area shall be maintained in an aesthetically pleasing manner.

**Section 3.** Appendix A- Zoning Section 400.8:3 Permitted Accessory Use is hereby amended to read as follows:

**Section 400.8.3 Permitted Accessory Use**

- (1) Any use customarily incidental to the permitted principal use.
- (2) Drive-in facilities for banking or package pickup are permitted only when accessory to a permitted principal use.
- (3) Accessory uses provided in Section 400.6:3 subject to the conditions of subsection (2) and (3) (4) except Section 400.6:3(3) related to outdoor dining which is a permitted use in the Central Business District but subject to the conditions of Section 400.8:5 except as to setback and such accessory uses shall not be subject to subsection (5) of Section 400.8.5.

**Section 4.** Appendix A- Zoning Section 400.8:4 Special Land Use is hereby amended to read as follows:

**Section 400.8.4 Special Land Use**

- (1) Gasoline service stations.
- (2) Any use permitted in the M-1 Wholesale and Light Industrial zone when conducted in connection with a permitted retail use.
- (3) The expansion or rehabilitation of any existing light industrial, warehouse, or wholesale use.
- (4) Clubs and lodges.
- ~~(5) Outdoor service of food and beverage, including alcoholic beverages, not otherwise allowed under Section 400.8:3 when the service is accessory to a permitted food and beverage service use. (See Section 900.3:21)~~
- (5) Communication towers
- (6) Hotels, motels, convention facilities or meeting facilities
- (7) Bed and Breakfast establishments.

**Section 5.** Appendix A- Zoning Section 400.8A:3 Permitted Accessory Uses is hereby amended to read as follows:

**Section 400.8A:3 Permitted Accessory Uses.**

- (1) The same accessory uses as permitted in 400.8:3



- (2) Accessory uses provided in Section 400.6:3 subject to the conditions of subsections (2) and ~~(3)~~-(4), of Section 400.6:3 except Section 400.6:3(3) related to outdoor dining which is a permitted use in the Maritime Commercial District but subject to the conditions of Section 400.8A:5 except as to setback and such accessory uses shall not be subject to subsection (5) of Section 400.8:5.

**Section 6.** Appendix A- Zoning Section 900.3:21 Outdoor Service of Food and Beverage Service in CBD, MC or WCB Districts is hereby amended to read as follows:

**Section 900.3.21 Outdoor Service of Food and Beverage Service in ~~CBD, MC, WCB, WM1 or WM2~~ Districts**

- (1) No exterior use or service of food and beverage not otherwise specifically allowed as an accessory use, nor the outdoor service of alcoholic beverages or the outdoor service of food and beverages involving more than 200 sq. ft. in the, ~~CBD, MC, WCB, WM1, or WM2~~ Districts shall be approved by the planning commission unless the planning commission finds that such use is compatible with surrounding uses and with the intent of the district or neighboring districts.
- (2) A deck or defined patio area is required and the planning commission shall impose screening requirements as shall be appropriate to protect surrounding uses.
- (3) The planning commission may impose restrictions on the hours of operation as deemed appropriate to protect the surrounding uses.
- (4) Amplification of voice, musical instrument or recordings is not permitted.
- (5) The planning commission may impose further conditions to ensure the compatibility of the use with the adjacent properties in consideration of the character of the district or neighboring districts.

**Section 7.** Repeal all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 8.** This ordinance shall be become effective 20 days after its adoption and publication is required by the city charter.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Deborah L. Luskin  
City Clerk



# Outdoor Dining

City of Alexandria

Approved by Board of Architectural Review

January 2006



Handwritten notes or signatures in the top left corner, including the name "John J. ...".

Handwritten notes or signatures in the bottom right corner, including the name "John J. ...".



# Table of Contents

Purpose.....	1
Background.....	2
Application Procedure.....	3
Elements of a Quality Outdoor Seating Area.....	4
<b>Chapter 1 : Barriers.....</b>	<b>5-13</b>
1.1 Barrier Designs.....	6
1.2 Barrier Measurements.....	10
1.3 Access Openings.....	11
1.4 Planters.....	12
<b>Chapter 2: Furniture and Fixtures.....</b>	<b>14-24</b>
2.1 Types of Furniture.....	15
2.1 Tables.....	16
2.3 Chairs.....	18
2.4 Umbrellas.....	19
2.5 Sidewalk Coverings.....	22
2.6 Circulation Room.....	23
2.7 Signage.....	23
2.8 Setback from Other Businesses.....	24

## Purpose

*These guidelines provide standards for the use of outdoor dining areas along King Street and adjoining streets in order to maintain a quality appearance in keeping with the Street's historic character.*

The City of Alexandria permits outdoor dining along King Street and adjoining streets in Old Town through an administrative permitting process authorized by Section 6-800 of the City of Alexandria Zoning Ordinance. As per Section 6-805(O)(4), the design of each outdoor dining area must "comply with any Board of Architectural Review approved design guidelines." This document contains the guidelines of furniture and fixtures considered acceptable within the architectural and cultural framework of Old Town's main commercial corridor.

Central to the process of permitting outdoor dining along one of the nation's most historic streets is the necessity of ensuring that furniture and other items placed along the street will complement the overall character of the street and not detract from the district's architectural heritage. These Design Guidelines provide standards for the use of outdoor dining areas in order to enhance the historic character, visual quality and pedestrian safety of the area.

**These guidelines apply to all outdoor dining areas that receive City approval through powers granted by Section 6-800 of the Zoning Ordinance. Failure to comply with these guidelines constitutes a violation of the City Zoning Ordinance.**

## **Background**

The City of Alexandria is pleased to offer restaurants along King Street the option of utilizing the public sidewalk as outdoor dining areas. Outdoor dining gives restaurant patrons an amenity that has become an increasingly popular feature within the Washington area.

While the City has encouraged the use of outdoor dining arrangements, restaurant operators must be mindful of two important considerations: the safety and flow of pedestrian traffic, and the visual appropriateness within Old Town's historic district.

These Design Guidelines are intended to ensure that restaurants use the public sidewalk for outdoor dining in a way that is safe for pedestrians and appropriate for the historic district.

## Application Procedure

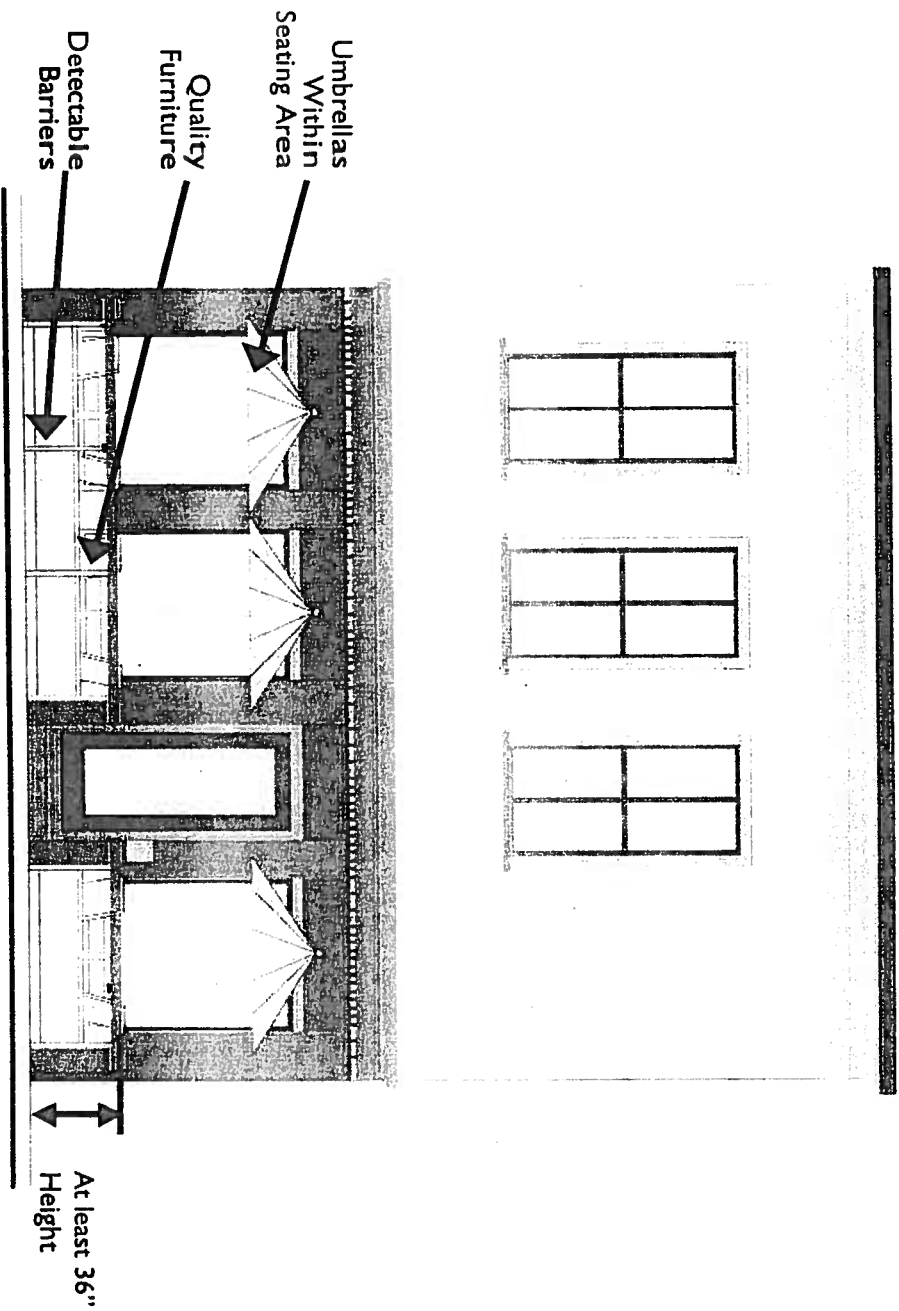
Outdoor dining is permitted along King Street and adjoining streets through an administrative approval process authorized by Section 6-800 of the City Zoning Ordinance. This administrative process saves time and expense by pre-establishing standards that must be followed for all outdoor dining set-ups.

To apply, a restaurant owner needs to complete the following.

- **Application Form:** A brief form with basic information about the restaurant and proposed number of seats
- **Site Plan:** A plan showing the proposed outdoor dining area with measurements (including a representation showing that at least 5 feet of unobstructed sidewalk space will remain for pedestrians).
- **Photos or Drawing of Furniture:** Photos or other graphic representation (including color and material) of furniture and umbrellas, needed for the City to verify that the proposed furniture conforms to these Design Guidelines.

For forms, information or questions, contact the Department of Planning and Zoning at 703.838.4666 or visit in person at City Hall, 301 King Street, Room 2100.

# Elements of a Quality Outdoor Seating Area



## Chapter 1: Barriers

Dining area barriers (fences, gates, ropes, etc.) are visually appealing and help to separate the dining area from the sidewalk. All barrier material must be maintained in good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.

Barriers are required in the following instances:

- a) **Required for Leading Edge of All Dining Areas:**  
A detectable barrier is required for the leading edge of all outdoor dining areas to ensure that visually impaired pedestrians using canes can detect the dining area safely. The *leading edge*, illustrated at left, is defined as the section of a dining area that is at or near a perpendicular angle to the building wall and/or curb line.

- b) **Required for Full Perimeter of Some Dining Areas:**  
A detectable barrier is required for the full perimeter (with the exception of access openings) when the outdoor seating area extends more than 3 feet into the public right of way. The perimeter includes both the leading edge and parallel edge.

Restaurants which do not serve alcohol and whose outdoor seating area extends less than 3 feet into the public right-of-way are not required to enclose the full perimeter of the seating area, but may do so on an optional basis.

- c) **Required for Full Perimeter of All Outdoor Dining Areas Serving Alcohol:**  
State law requires that outdoor dining areas where alcohol is served or consumed must enclose the area, with only one opening to the sidewalk for access.

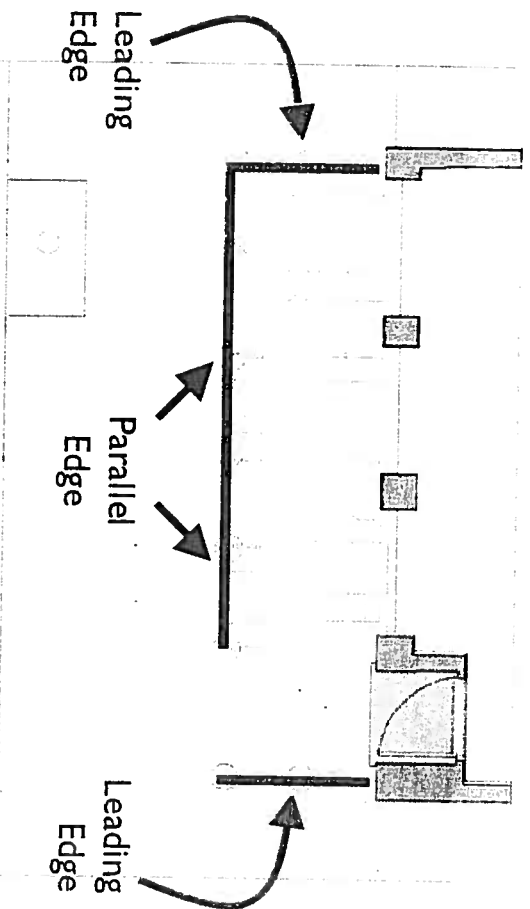
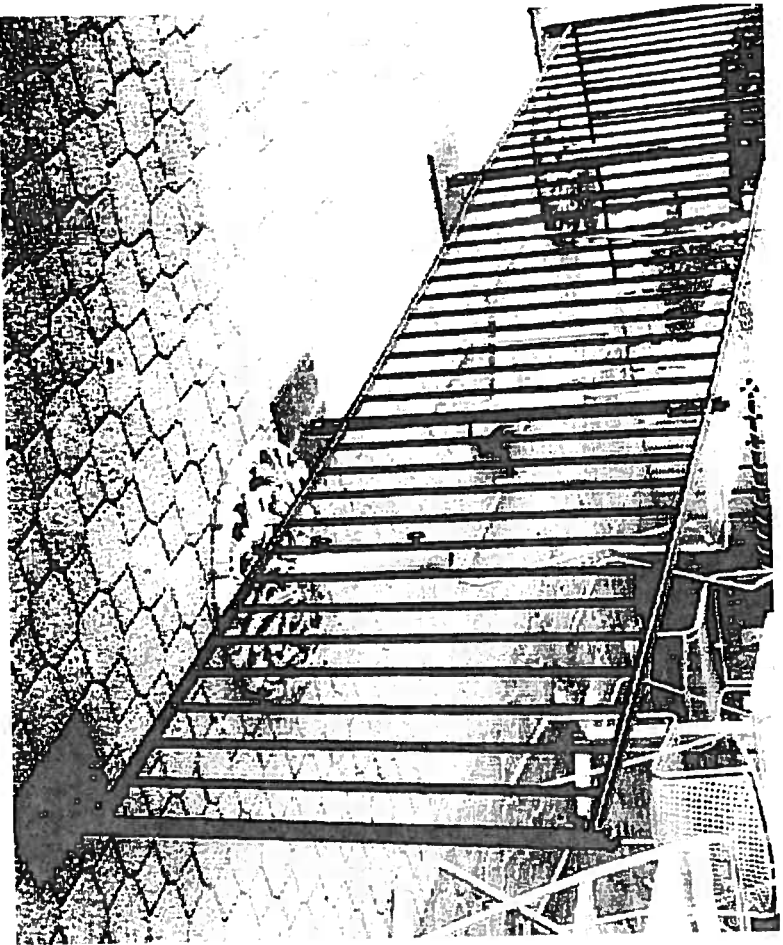


FIGURE 1  
Illustration of leading edge and parallel edge of barrier

**1.1 Barrier Designs**  
A wide variety of styles and designs are permissible for outdoor dining area barriers:

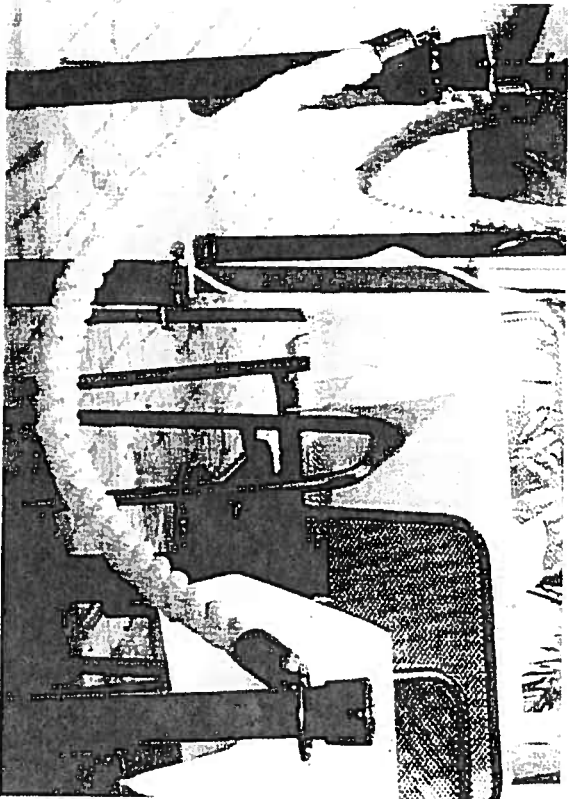
**Sectional Fencing:** Sectional fencing (generally defined as rigid fence segments that can be placed together to create a unified fencing appearance) is a desirable solution for outdoor seating areas using barriers. Such fencing is portable, but cannot be easily shifted by patrons or pedestrians, as can less rigid forms of enclosures.

Sectional fencing must be of metal (aluminum, steel, iron, or similar) or of wood construction and must be of a dark color (either painted or stained).

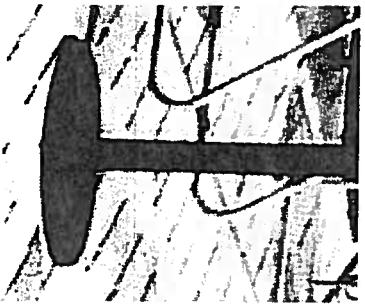


**FIGURE 2**  
*Acceptable sectional fencing design*

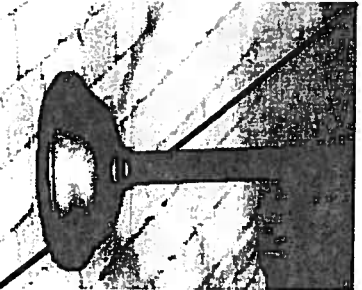
## 1.1 Barrier Designs



**FIGURE 3**  
*Rope or chain barrier must have a minimum diameter of 1 inch*



**FIGURE 4**  
*Stanchion base must be flat and no more than 1/2" above sidewalk surface*



**FIGURE 5**  
*Domed stanchion bases are not permitted*

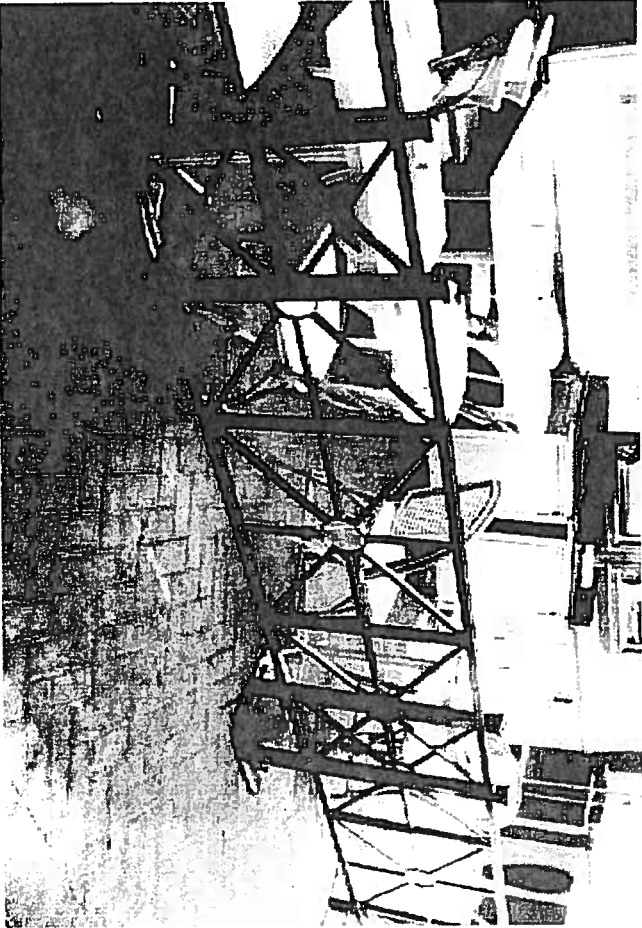
**Rope or Chain Rails:** Rope or chain-type barriers (generally defined as enclosures composed of a rope or chain suspended by vertical elements such as stanchions) are permitted if they meet the following guidelines:

- **Rope/Chain Diameter:** The rope or chain must have a minimum diameter of 1 inch, in order to maintain detectability by the visually impaired.
- **Posts:** Vertical support posts (stanchions, bollards, etc.) must be constructed of wood or metal (aluminum, steel, iron, or similar).
- **Stanchion Base Must Not Be A Tripping Hazard:** If a stanchion or other vertical supporting device is attached to a base, that base must be flat and must measure no more than one-half ( $1/2$ ) of an inch above the sidewalk surface. No domed stanchion bases are permitted.



## 1.1 Barrier Designs

**Freestanding:** Any barrier (whether sectional fencing or rail-type) must be freestanding, without any permanent or temporary attachments to buildings, sidewalks or other infrastructure.

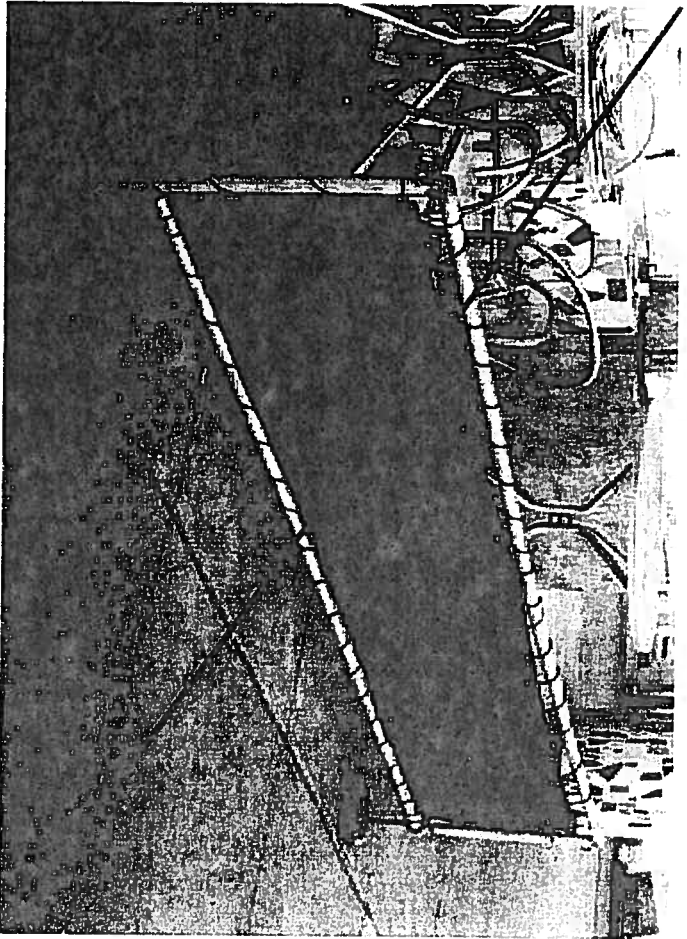


**FIGURE 6**  
*Acceptable sectional fencing design: freestanding*

## 1.1 Barrier Designs

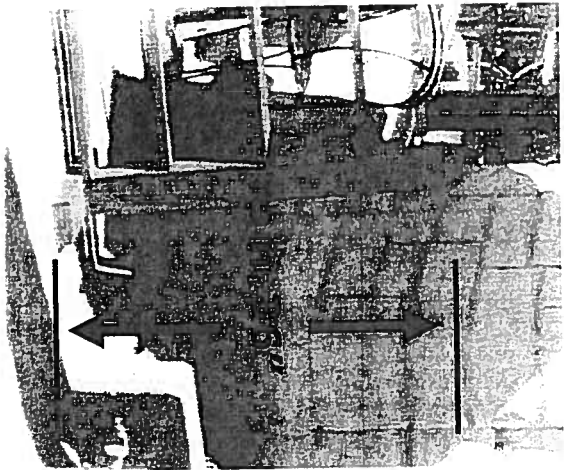
### Prohibited Barrier Styles:

- **Fabric Inserts:** Fabric inserts (whether natural or synthetic fabric) of any size are not permitted to be used as part of a barrier.
- **Chain-link and Other Fencing:** The use of chain-link, cyclone fencing, chicken wire or similar appurtenances is prohibited. Materials not specifically manufactured for fencing or pedestrian control (including but not limited to buckets, food containers, tires, tree stumps, vehicle parts, pallets, etc.) and not expressly permitted elsewhere in these Guidelines may not be used as components of a barrier.

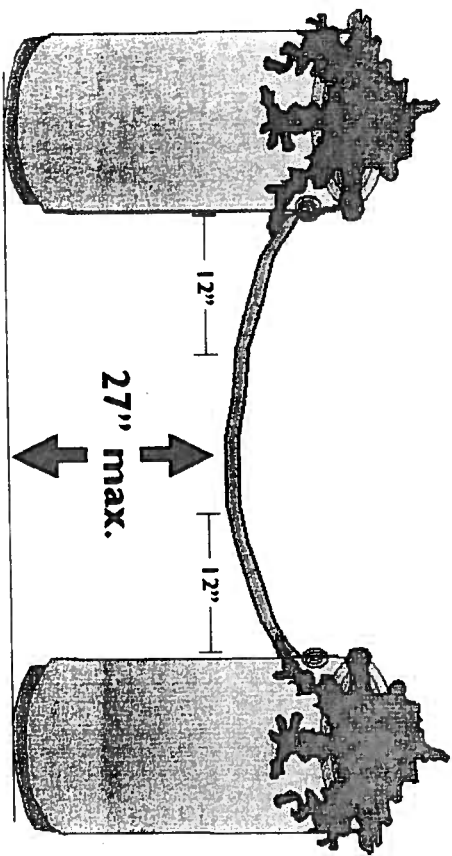


**FIGURE 7**

*Fabric Inserts are not permitted to be used as part of a barrier*



**FIGURE 8**  
Sectional fencing  
barrier height must be  
at least 36"



**FIGURE 9**  
How to measure rope/chain distance from ground

## 1.2 Barrier Measurements

To ensure their effectiveness as pedestrian control devices and their detectability for persons with visual impairments, barriers must meet the following measurement guidelines:

**Height:** The highest point of a barrier (such as a stanchion) must measure at least 36 inches in height, with the exception of planters.

**“Open” Appearance:** Fences or other perimeter enclosures with a height of between 36" and 50" must be at least 50 percent open (see-through) in order to maintain visibility of street level activity. Any enclosure with a height over 50" must be at least 80 percent open (see-through).

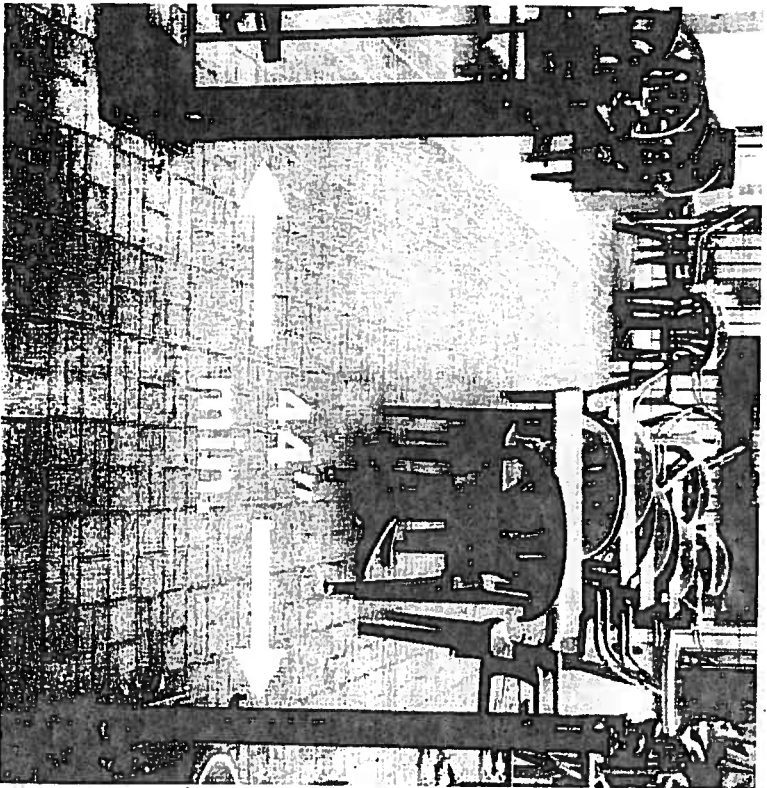
**Maximum Distance from Ground:** All barriers must be detectable to visually impaired pedestrians who employ a cane for guidance. Therefore the bottom of barriers must be no greater than 27 inches above the sidewalk surface.

- **How to Measure Rope/Chain Distance from Ground:** In the case of a rope or chain enclosure, the rope/chain must not exceed 27 inches in height when measured 12 inches or more away from a vertical post (stanchion, bollard or other such support).

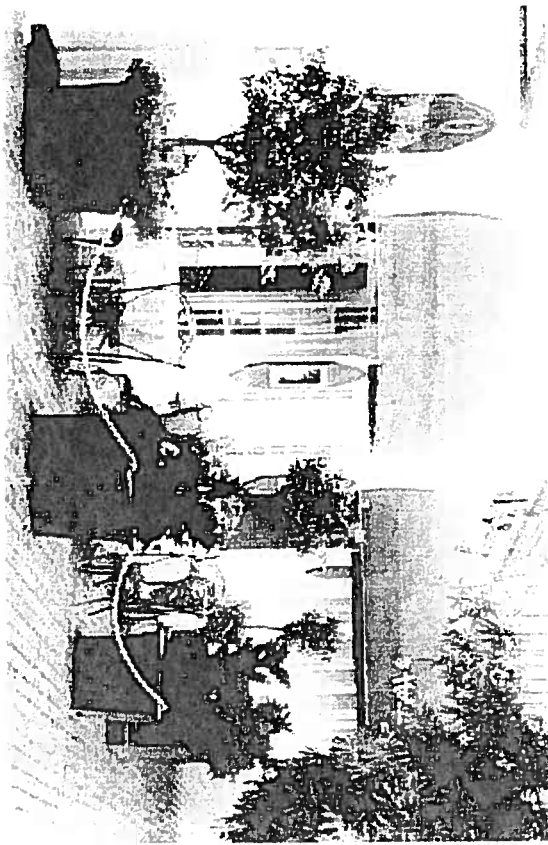
### 1.3 Access Openings

**Minimum Access Width:** Any access opening within the barrier must measure no less than 44 inches in width.

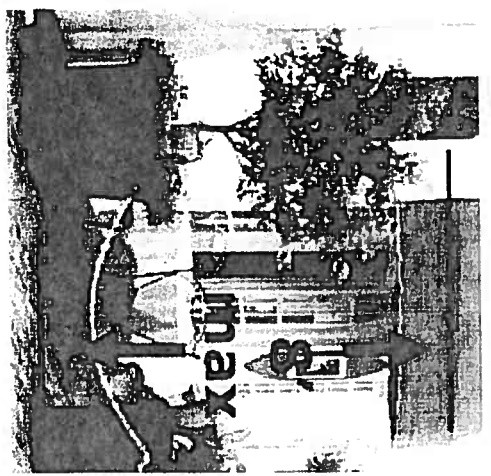
**Location:** Access openings should be placed in a location that will not create confusion for visually impaired pedestrians.



**FIGURE 10**  
**Minimum access width is 44 inches**



**FIGURE 11**  
Acceptable planter design  
and material



**FIGURE 12**  
Height of plants  
may not exceed 8'

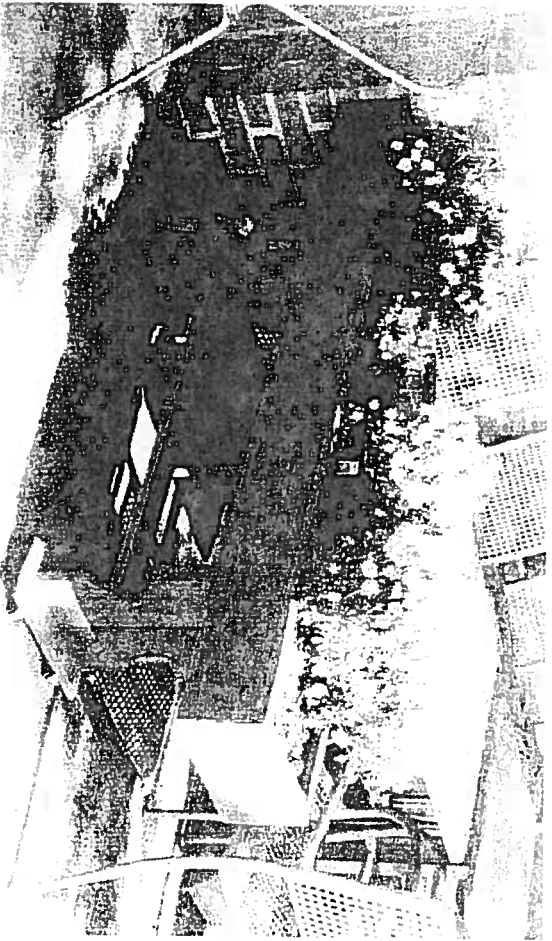
#### **1.4 Planters**

Planters may be used in addition to or in place of other barrier designs. In addition, planters may be used in situations where no barrier is required (for example, where the outdoor dining area does not extend more than three feet into the sidewalk) in order to provide added visual interest and create a more attractive and welcoming atmosphere.

Planters and the plants contained within them must meet the following requirements:

**Maximum Height of Planters:** Planters may not exceed a height of 36 inches above the level of the sidewalk. (This pertains only to planters, not the plants contained therein.)

**Maximum Height of Plants:** Plants (whether live or artificial) may not exceed a height of 108 inches (8 feet) above the level of the sidewalk.



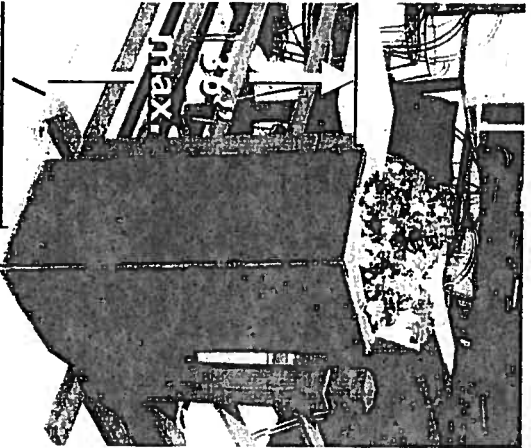
## 1.4 Planters

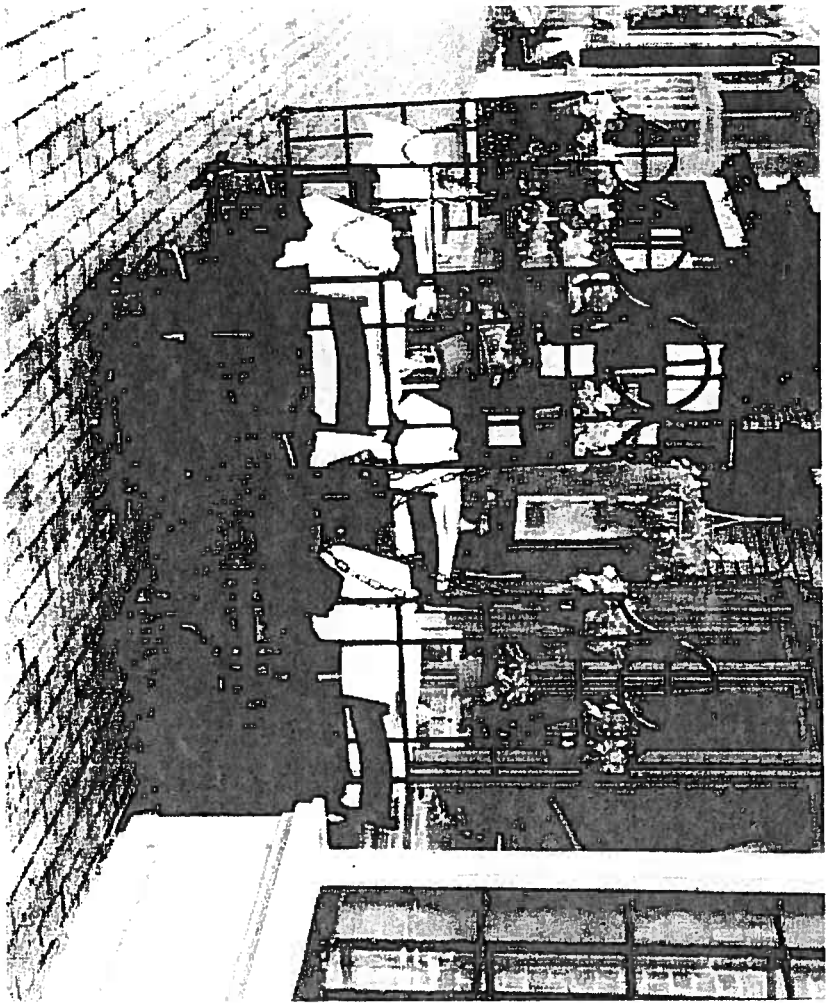
**Planted Material:** All planters must have plants contained within them. If the plants within a planter die, the plants must be replaced or the planter removed from the public right-of-way. Artificial plants; empty planters; or planters with only bare dirt, mulch, straw, woodchips or similar material are not permitted.

Seasonal, thematic planter displays are encouraged.



**FIGURES 13, 14 and 15**  
*Acceptable planter design and material*





## Chapter 2: Furniture and Fixtures

King Street's retail business depends on its remaining an attractive and high quality atmosphere. As stated in the *King Street Road Strategy*, the quality of the streetscape is vitally important to King Street's retail ambience. The streetscape and the defining adjacent buildings are the most significant overall elements in providing a dynamic, visual environment.

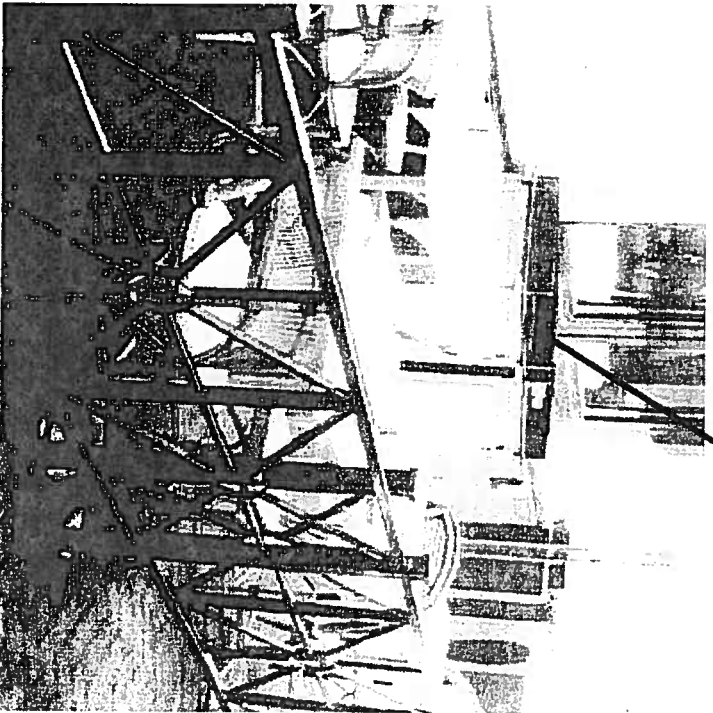
Outdoor dining terraces become a prominent part of the streetscape when used in the front of buildings, and such furniture needs to uphold the high standards applied to buildings and other improvements in Old Town.

A wide range of furniture styles, sizes and materials are permitted. All furniture and fixtures must be maintained in good visual appearance, without visible fading, dents, tears, rust, corrosion or flipped or peeling paint. All furniture and fixtures must be maintained in a clean condition at all times. All furniture and fixtures must be durable and of sufficiently sturdy construction as not to blow over with normal winds.

To ensure a quality visual appearance in keeping with the historic context of King Street's architecture the conditions on the following pages apply to furniture (tables and chairs)

## 2.1 Types of Furniture

**Other furniture or equipment not permitted**



**FIGURE 16**  
*Furniture other than tables, chairs and umbrellas is not permitted*

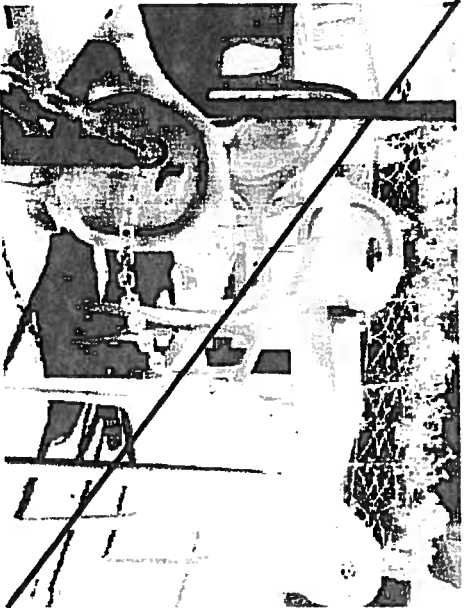
**Prohibited Furniture:** All furniture other than tables, chairs and umbrellas is prohibited. This includes but is not limited to serving stations, bar counters, shelves, racks, sofas, televisions, trash receptacles, heaters and torches.

**Freestanding:** Furniture and fixtures must not be secured to trees, lampposts, street signs, hydrants, or any other street infrastructure by means of ropes, chains or any other such devices, whether during restaurant operating hours or at times when the restaurant is closed.





**FIGURE 17**  
 Furniture may be  
 of dark color or  
 natural unpainted  
 material



**FIGURE 18**  
 No white or fluorescent furniture is permitted

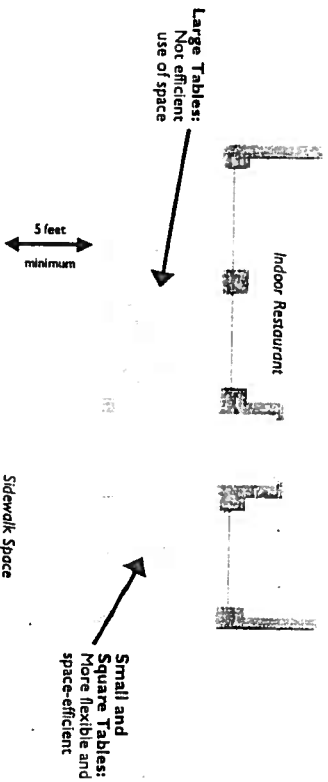
## 2.2 Tables

Tables need to be functional, not only for patrons, but also for pedestrians, given the limited space available for outdoor dining on many Old Town sidewalks.

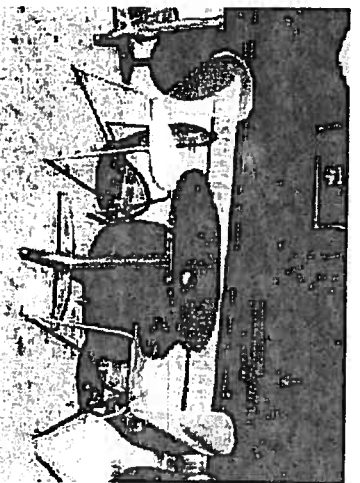
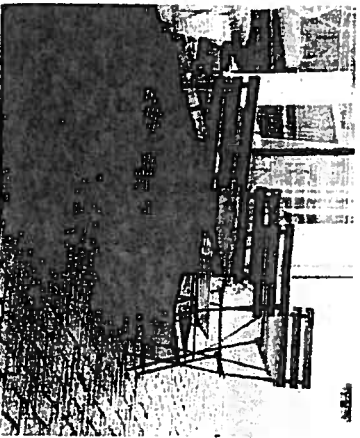
Outdoor dining furniture must also contribute to the overall atmosphere of Old Town's commercial district and be complementary in both appearance and quality.

**Color:** Tables may be colored or of a natural unpainted material (i.e., wood, metal etc.). Tables are not permitted to be white plastic or of any fluorescent or other strikingly bright or vivid color.

## 2.2 Tables



*Indoor Restaurant layout - smaller furniture works better on King Street*



**FIGURES 20 and 21**  
*Smaller bistro-style tables are more efficient for use along King Street*

**Size and Shape:** The size and shape of tables strongly affects the functionality of an outdoor dining area. Due to Old Town's narrow sidewalks, restaurants should strive for space-efficient seating layouts and furniture configuration.

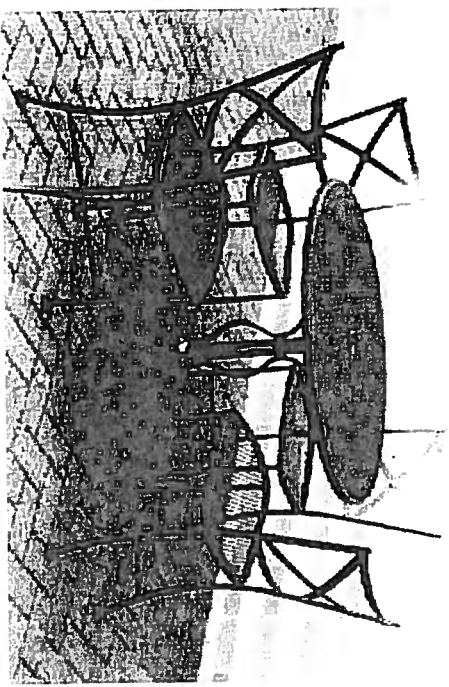
**Square or Rectangular Tables Preferred:** Square or rectangular tables are strongly recommended for use in Old Town's outdoor dining areas.

- **Better Fit:** Square or rectangular tables may fit flush against a building's wall and can permit more usable surface area for patrons while at the same time leaving more space available for pedestrians.

- **More Flexibility:** Square or rectangular tables are more flexible for use in outdoor dining areas. Such tables may be combined to seat larger parties much more effectively than can round tables.

**Smaller Tables Preferred:** Smaller tables work better than larger tables and are more efficient and flexible. Although optimal table size varies by each restaurant's specific outdoor dining layout, smaller tables are preferred.

**FIGURE 22**  
*Chairs used in an outdoor dining area must match each other*



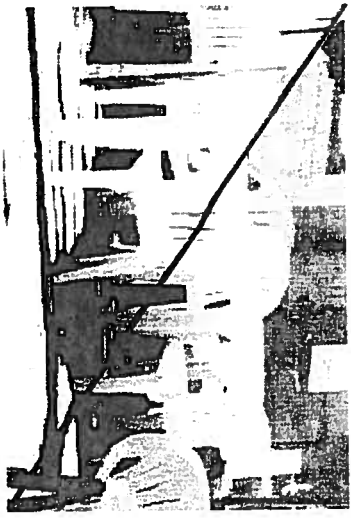
**2.3 Chairs**  
 Chairs, like other outdoor dining elements, must contribute to the overall atmosphere of Old Town's commercial district and must be complementary in both appearance and quality.

**Color:** Chairs may be colored or of a natural unpainted material (i.e., wood, metal etc.). Chairs are not permitted to be white plastic or of any fluorescent or other strikingly bright or vivid color.

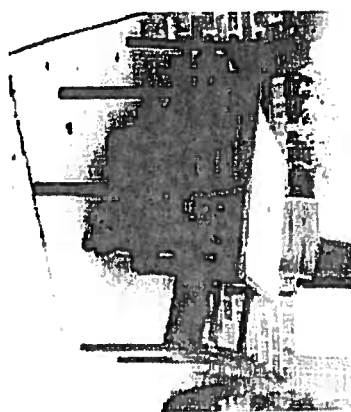
**Upholstery:** Upholstered chairs are permitted. Upholstery is not permitted to be of any fluorescent or other strikingly bright or vivid color.

**Matching:** All chairs used within a particular establishment's outdoor seating area must match each other by being of visually similar design, construction and color.

**FIGURE 23**  
*No white plastic or fluorescent furniture is permitted*



**FIGURE 24**  
*Furniture may be of dark color or natural unpainted material*



## 2.4 Umbrellas

Umbrellas can add a welcoming feel to outdoor dining areas and provide shelter from the elements, making their use desirable for outdoor dining applications. Appropriately designed and sized umbrellas are permitted for use under this outdoor dining program. Umbrellas must be free of advertisements and contained within the outdoor dining area, and the lowest dimension of an extended umbrella must be at least 7 feet above the sidewalk surface. All umbrellas must comply with the following conditions.

**Contained Within the Outdoor Seating Area:**  
To ensure effective pedestrian flow, all parts of any umbrella (including the fabric and supporting ribs) must be contained entirely within the outdoor seating area.

**Minimum Height for Sidewalk Clearance:**  
When extended, the umbrella must measure at least 7 feet above the surface of the outdoor dining area in order to provide adequate circulation space below. This measurement must include not only the umbrella frame and panels, but also any decorative borders such as fringes, tassels, or other such ornamentation.

**Maximum Height:** Any part of an umbrella used in an outdoor seating area may not exceed a height of 120" (10 feet) above the level of the sidewalk, in order to avoid causing an undue visual obstruction of other businesses.



FIGURE 25  
Acceptable umbrella design

## 2.4 Umbrellas

**Colors:** Umbrellas must blend appropriately with the surrounding built environment. Therefore, umbrella fabric is not permitted to be of any fluorescent or other strikingly bright or vivid color. Umbrella covers must be of one solid color.

**Size and Shape:** The size and shape of an umbrella strongly affects its functionality within a constrained space such as an outdoor dining area. Due to the narrow measurements of most restaurants' outdoor dining areas, restaurants using umbrellas should strive for space-efficient umbrella designs.

**Square or Rectangular Umbrellas Preferred:** Square or rectangular umbrellas, as opposed to round or octagonal umbrellas, are strongly recommended for use in Old Town's outdoor dining areas.

**Market-Style Umbrellas Preferred:** Market-style umbrellas – those designed specifically for patio or outdoor restaurant use – are preferred for outdoor dining purposes.

**Material:** Umbrella fabric must be of a material suitable for outdoor use, and must be canvas-type. No plastic fabrics, plastic/vinyl-laminated fabrics, or any type of rigid materials are permitted for use as umbrellas within an outdoor seating area.

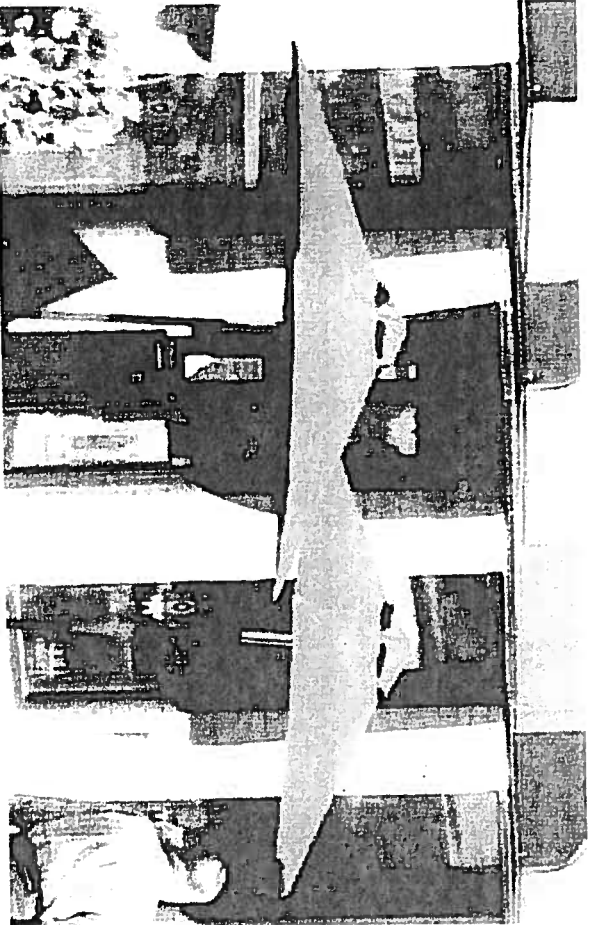
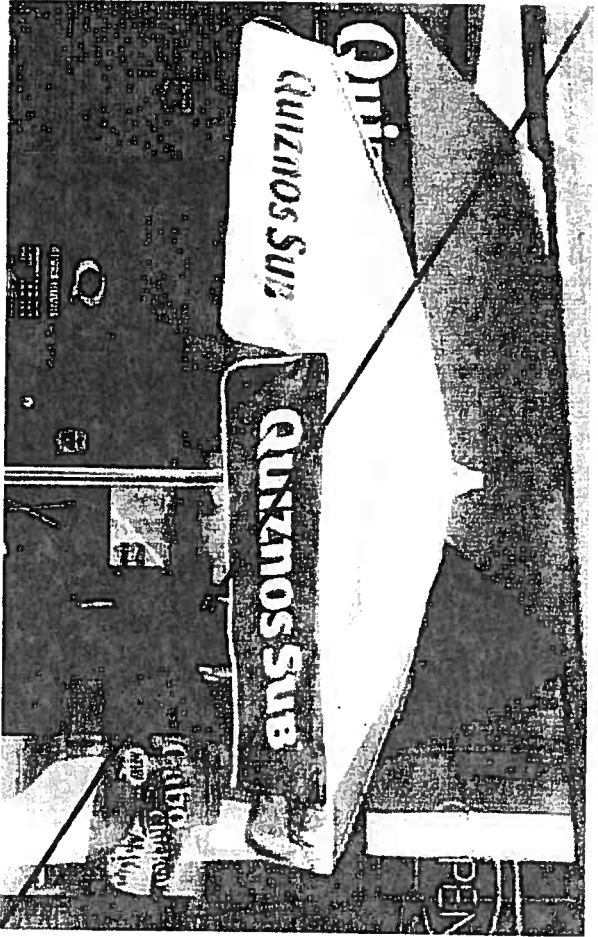


FIGURE 26

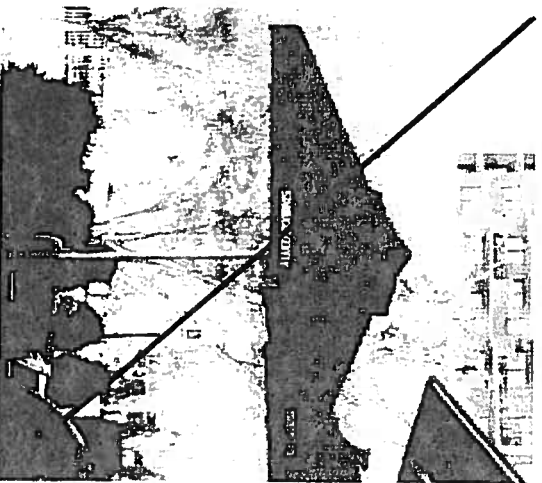
*Acceptable umbrella design: Solid color, square, efficient market style, canvas material*

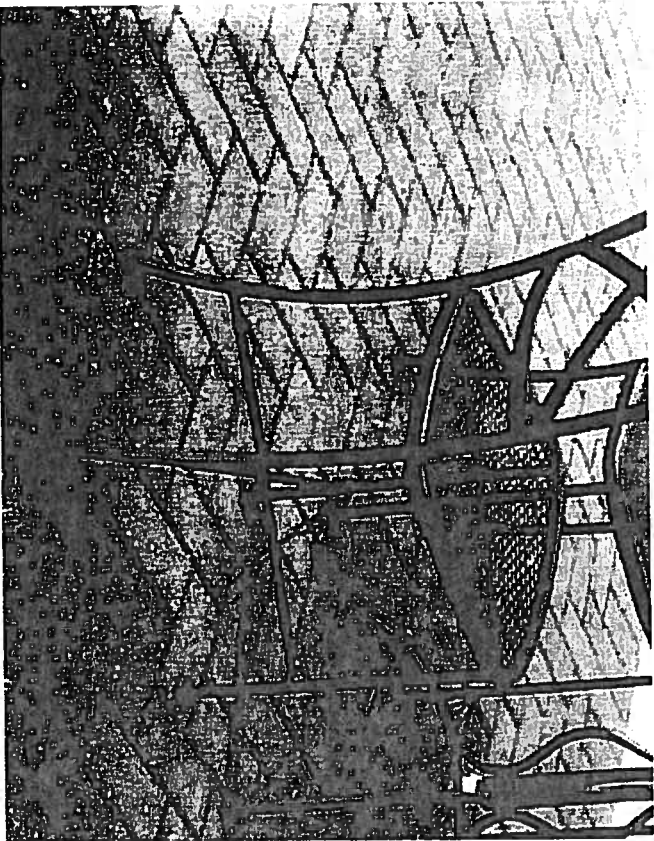
## 2.4 Umbrellas

**Signage or Wording Prohibited:** Umbrellas must not contain signage for the restaurant or for any other entry in the form of wording, logos, drawings, pictorial or photographic representations, or any other likewise identifying characteristic.



**FIGURES 27 and 28**  
*Signage on umbrellas not permitted*





**FIGURE 29**  
*Outdoor dining areas should be uncovered sidewalk material*

## **2.5 Sidewalk Coverings**

The floor of outdoor seating areas should be uncovered sidewalk material as to provide continuity with the adjacent public right-of-way. Floor coverings or raised platforms may not be used within outdoor dining areas.

### **Prohibited Sidewalk Coverings:**

- **Carpet:** Prohibited sidewalk coverings include carpet or other flooring material constructed of fabric, canvas, wool, tile, linoleum, nylon, vinyl, or any covering that is intended to resemble turf.
- **Platforms:** Raised decks, platforms, or other such surfaces are not permitted within outdoor dining areas.

## 2.6 Circulation Room

As established in the Outdoor Dining Ordinance, all outdoor dining areas must leave at least 5 feet of unobstructed pedestrian space. This 5 feet of pedestrian space must be clear of obstructions caused by trees, tree wells, posts, hydrants, or any other infrastructure. In addition, no part of an outdoor dining area (including plants) may extend into the 5-foot-unobstructed zone.

If a perimeter enclosure is used, adequate space must be provided within the enclosed outdoor dining area to permit movement of patrons and waitstaff. Waitstaff may not serve patrons from beyond the perimeter enclosure.

## 2.7 Signage

Signage is permitted within outside dining areas only with a valid City permit. No extra or additional signage is permitted solely as a result of an establishment's participation in this outdoor dining program.



FIGURE 30

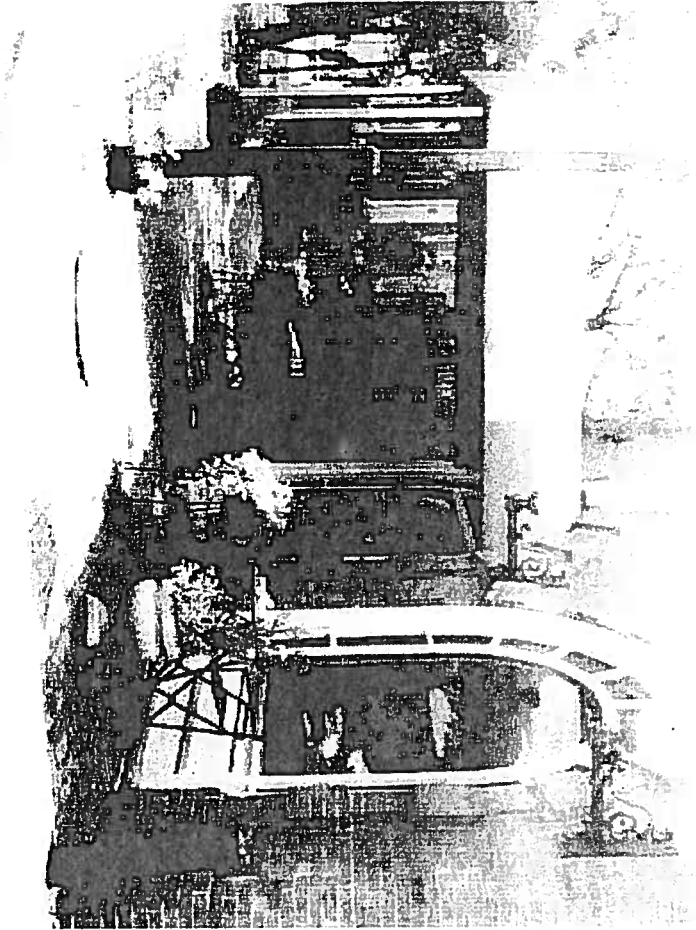
Outdoor dining areas must leave at least 5 feet of unobstructed pedestrian space.



## 2.8 Setback from Other Businesses

Restaurants need to be mindful of adjoining businesses when using outdoor dining areas, making sure that neighboring businesses remain visible to pedestrians and motorists.

A restaurant may be required to adjust the outdoor seating area's layout, dimensions or distance from the property line (2 feet or more) to ensure that this visibility is maintained.



**FIGURE 31**  
*Neighboring businesses must remain visible to pedestrians and motorists*

**CITY OF LUDINGTON**  
**TREASURER'S INVESTMENT REPORT**  
For Month Ending November 30, 2012

FYI

	<u>Maturity Date</u>	<u>Investment Balance 11-30-2012</u>	<u>Earnings Rate</u>
<b>GENERAL OPERATING FUNDS</b>			
WSB Money Market Fund	n/a	789,921.00	0.25%
<b>PREMIUM SAVINGS ACCOUNT</b>			
Safe Harbor Credit Union M/M Svgs	n/a	811,943.64	0.35%
<b>INVESTMENT POOL CD'S</b>			
#159 West Shore Bank	10/31/2013	407,849.49	1.20%
#114 West Shore Bank	08/31/2013	508,879.41	0.90%
#326 West Shore Bank	8/3/2013	402,307.95	0.90%
#288 West Shore Bank	12/3/2012	402,840.87	0.85%
Total CD's at WSB		1,721,877.72	
#951 Shelby State Bank	8/3/2013	512,529.00	0.75%
#952 Shelby State Bank	8/3/2013	505,968.00	0.75%
#336 Safe Harbor Credit Union	2/28/2014	403,426.71	1.15%
#692 PNC	3/28/2013	200,530.00	0.40%
#300 Grand Vally Co-op C.U.	5/31/2013	100,425.00	0.85%
CD INVESTMENT TOTAL		\$ 3,444,756.43	
<b>INVESTMENT TRUST</b>			
Northwestern Investment Acct	n/a	590,134.69	@ .50%
<b>MUNICIPAL ACCOUNT</b>			
PNC Bank		25,165.42	0.20%
<b>TREASURY NOTES</b>			
Cash & Equivalents/Mutual Fund		25,423.61	0.30%
US Treasury Notes AAA	9/30/2013	205,296.00	3.125%
US Treasury Notes AAA	9/30/2014	208,500.00	2.375%
US Treasury Notes AAA	1/31/2015	366,079.00	2.250%
TOTAL US Treasury Notes		805,298.61	
<b>INVESTMENT POOL TOTAL</b>		<b>\$ 6,467,219.79</b>	
<b>RESTRICTED CASH</b>			
BUILDING REHAB ACCOUNT		84,229.30	0.00%
TAX ACCOUNT		3,733,077.48	0.50%
POLICE PENSION FUNDS		4,016,230.38	varies
<b>TOTAL ALL FUNDS &amp; INVESTMENTS</b>		<b>\$ 7,833,537.16</b>	

**CITY OF LUDINGTON**  
**CASH BALANCES By FUND**  
**For Month Ending 11-30-2012**

<u>Fund #</u>	<u>Description</u>	<u>Cash Share</u>
101	General Fund	1,809,887
202	Major Streets Fund	364,370
203	Local Streets Fund	262,240
208	Recreation Fund	72,797
211	Senior Center Fund	61,748
215	Waterfront Playground Fund	9,192
216	Movies In the Park	314
404	West Ludington Ave Improvement Fund	9,457
450	Capital Improvements Fund	-
493	Downtown Development Operating	122,138
495	Watchcase Contamination Share	10,424
508	Cartier Campground Fund	187,642
591	Water Maintenance & Water Fund	1,040,979
591	Water Fund - Equipment	607,346
592	Sewer Maintenance & Wastewater Fund	454,975
592	Sewer Fund - Equipment	307,004
592	Sewer Fund - Bond	178,333
594	Municipal Marina Fund	588,600
644	Site Assessment Fund	-
650	Technology Fund	(44,582)
661	Motor Pool Fund	214,104
705	Transportation Fund Balance	2,000
711	Perpetual Care Fund	208,252
<b>Cash Balance by Fund</b>		<b>\$ 6,467,220</b>

**Cash Invested as follows:**

West Shore Bank Cash Accounts	\$ 789,833
West Shore Bank CD's	1,721,878
PNC CD	200,530
PNC Investments	830,464
Northwestern Bank Investments	590,135
Safe Harbor Credit Union	1,215,458
Shelby State Bank	1,018,497
Grand Valley Co-op Credit Union	100,425

<b>Total Cash &amp; Investments</b>	<b>\$ 6,467,220</b>
-------------------------------------	---------------------