

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 13, 2016

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
 - A. City of Muskegon Employees – Years of Service Awards**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Park Reservation Software** Department of Public Works
 - C. Transmittal of 06/30/16 Comprehensive Annual Financial Report**
Finance Director
 - D. 2016 User Fee Update** Finance
 - E. Request to Deny & Accept Properties that did not Sell During the Tax Sale for 2016** Planning & Economic Development
 - F. All Season Rescue Water Craft (Fire)** Public Safety
 - G. Renaissance Zone: Third Amendment to Development Agreement – City of Muskegon and Parkland Muskegon, Inc.** Planning & Economic Development
 - H. Purchase of 235 Monroe** Community & Neighborhood Services
 - I. Approval of a Neighborhood Enterprise Zone Certificate-335 Terrace Point Circle** Planning & Economic Development
 - J. Approval of a Neighborhood Enterprise Zone Certificate – 347 Terrace Point Circle** Planning & Economic Development
 - K. Salt Spreader** DPW/Equipment

L. RFP for Temporary Staffing Services Provider Affirmative Action and Risk Management

M. 2017 Salary Schedule and Fringe Benefits for Non-Represented Employees City Manager

N. Kitchen 242 Contract City Clerk

O. Set Public Hearing for Amendment to Brownfield Plan – P & G Holdings NY, LLC Planning & Economic Development

P. Authorize Muskegon County to Adopt and Enforce a Storm Water Runoff and Post-Construction Ordinance SECOND READING
Planning & Economic Development

Q. Community Relations Committee Recommendations City Clerk

☐ PUBLIC HEARINGS:

☐ COMMUNICATIONS:

☐ UNFINISHED BUSINESS:

☐ NEW BUSINESS:

A. Appoint Representative to Recreation Authority Steering Committee
City Manager

B. Request to Create a new Neighborhood Enterprise Zone District at 285 W. Western Avenue Planning & Economic Development

C. Approval of Sale of City-Owned Home at 1477 Nolan Community and Neighborhood Services

D. Professional Service Agreement (SAFE built) Public Safety –
REMOVED PER STAFF REQUEST

☐ ANY OTHER BUSINESS:

☐ PUBLIC PARTICIPATION:

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

☐ CLOSED SESSION:

☐ ADJOURNMENT:

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1- TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Date: December 7, 2016
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the November 22, 2016 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 22, 2016

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, November 22, 2016. Mayor Stephen J. Gawron, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood Commissioners Ken Johnson, Debra Warren, Dan Rinsema-Sybenga, and Byron Turnquist, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner Willie German, Jr.

HONORS AND AWARDS:

A. Recognition of Fall 2016 Citizen's Academy Graduates Public Safety Citizens that participated in the Fall 2016 Citizen's Academy were recognized by the Director of Public Safety, Jeff Lewis, the Mayor, and the City Commission, and were presented with resolutions commending them for their commitment.

INTRODUCTIONS/PRESENTATION:

Volunteers from the Muskegon Area Free Fit Club were recognized for their dedication to the citizens of our community for their work to save the pavilion at Joe Clifford's Park.

2016-88 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the October 25, 2016 Regular City Commission Meeting and the November 7, 2016 Worksession Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Approval of Revised Citizen Participation Plan, Specifically the Period for Citizen Comments Community & Neighborhood Services

SUMMARY OF REQUEST: To approve a revision of the Citizen Participation Plan clarifying the length of time allowed for citizens to comment. The change would reduce the number of days required for a formal comment period from 30 days to either 15, 20, or 30 days.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request.

COMMITTEE RECOMMENDATION: Item was approved by the Citizen's District Council.

C. Sale of a Non-Buildable Vacant Lot at 1296 Lakeshore Drive

Planning & Economic Development

SUMMARY OF REQUEST: To approve the sale of a vacant, non-buildable lot at 1296 Lakeshore Drive to five different adjacent property owners (1487 High Street, 1492 High Street, 1294 Lakeshore Drive, 1298 Lakeshore Drive, 1284 Lakeshore Drive). The lot is roughly 0.92 acres and is considered unbuildable because of its location on a steep hill and the general intent of its zoning classifications. It is zoned OSC, Open Space Conservation. These districts are intended to provide for permanent open spaces in the community, and the protection of sand dunes and other natural features, and are designed to provide undeveloped recreational areas and to safeguard the health, safety, and welfare of the citizens of Muskegon and adjacent areas by limiting development in locations where police and fire protection, protection against flooding by high water table or storm water, and dangers from excessive erosion are not possible without excessive costs to the City. The property owners wish to purchase the property to prevent any future development and to be able to maintain the property. They have offered \$8,000 plus the cost of the survey (\$2,147) and all closing costs.

FINANCIAL IMPACT: The sale of this lot will generate additional tax revenue for the City and will place the property back on the City's tax rolls, thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the lot sale request.

D. Request to Add Parcels to the City's Existing Groundwater Ordinance –
SECOND READING Planning & Economic Development

SUMMARY OF REQUEST: The Commission previously approved the parcels to be added to the groundwater ordinance regarding the former Mobil Oil Pipeline – Sisson Avenue at McCracken Street, on August 23, 2016 (ordinance 2355). However, the applicant listed the wrong parcels on the application, but they did mail notices to the correct addresses. Staff is requesting to repeal ordinance

2355 and replace it with a new ordinance with the correct parcels listed.

The ordinance prohibits the use of groundwater wells and secondary water supplies under certain circumstances and in certain locations, to prevent exposure to contaminated groundwater, as well as to prevent wells from influencing the movement of contaminated water. Notice was sent to the affected addresses prior to this meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the ordinance amendment to add the additional 52 parcels.

E. Towing Contract Extension (Ramos Towing Services) Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission review and consider approving a contract extension with our current service provider, Ramos Towing. Currently, Ramos provides towing/impoundment/storage service for the City of Muskegon.

Ramos Towing has been under authorized contract services for towing for the last 3 years (01/14/14 to 01/14/17).

Ramos Towing is willing to extend towing services for one year (01/14/2017 to 01/14/2018) as allowed in the current contract.

FINANCIAL IMPACT: None – current contract language in effect.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of this extended towing contract agreement for one year.

F. Wireless Internet at Muskegon Farmers Market City Clerk

SUMMARY OF REQUEST: Currently, the Farmers Market cannot connect to the City of Muskegon's network. Because of this issue, they are unable to have a City of Muskegon email or use the programs currently available to other employees. Currently they are using a much slower provider.

Connecting the market to the City's infrastructure is a specialty service that few can provide. The IT Department was able to receive a quote from MapleNet Wireless to install the wireless link.

With this capability, we will be able to utilize our Cisco phone system and eliminate a \$293.44 monthly bill – a payback of approximately 2.5 years while increasing our bandwidth tremendously.

This will not provide better wireless internet to the customers at the market but it is a feature we will be reviewing in the future.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To authorize MapleNet to install a wireless link to connect the Muskegon Farmers Market to City Hall and to select option two in the amount of \$8,914.29 based on the recommendation of the IT Department.

G. Two Entry Level Positions in IT Information Technology

SUMMARY OF REQUEST: Recently, our Database Administrator left for a new position. Currently there are only two employees supporting over two hundred city employees including City Hall, Police, Water Filtration, Fire Department, Farmers Market, etc. as well as external agencies including the cities of North Muskegon, Roosevelt Park, and Montague.

As such, the IT Department finds itself in a position to restructure the department. The IT Department would like to move from an administrator position to two entry level technical positions. One of the positions will be full-time and the other part-time.

FINANCIAL IMPACT: The current salary of the Database Administrator is \$65,000. The proposed salary for a full-time technical position starts at \$45,000 and the part-time wage will be hourly based on the same wages.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To create two entry-level technical positions in the IT Department.

Motion by Commissioner Turnquist, second by Vice Mayor Hood, to approve the Consent Agenda as presented.

ROLL VOTE: Ayes: Gawron, Hood, Warren, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

MOTION PASSES

2016-89 PUBLIC HEARINGS:

A. Public Hearing – Request to Establish an Obsolete Property District – 1740 E Sherman Boulevard Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, Pacifica Muskegon, LLC, has requested the establishment of an Obsolete Property District for their property at 1740 East Sherman Boulevard. The establishment of the Obsolete Property District would allow them to apply for an Obsolete Property Rehabilitation Exemption Certificate.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the Obsolete

Property District.

PUBLIC HEARING COMMENCED: No Public Comments were received.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to close the public hearing and to approve the Obsolete Property District at 1740 E. Sherman Boulevard.

ROLL VOTE: Ayes: Hood, Warren, Rinsema-Sybenga, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

B. Public Hearing – Request to Issue an Obsolete Property Certificate – Pacifica Muskegon, LLC – 1740 E Sherman Boulevard Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, Pacifica Muskegon, LLC, has requested the issuance of an Obsolete Property Certificate for their property located at 1740 East Sherman Boulevard. The estimated cost for rehabilitation of this property will be \$1,500,000. The applicant is eligible for a 12-year abatement because of the amount of investment.

FINANCIAL IMPACT: If an Obsolete Property Certificate is issued, the property taxes would be frozen at the pre-rehabilitated rate for the duration of the certificate.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the Obsolete Property Rehabilitation Exemption Certificate.

PUBLIC HEARING COMMENCED: No Public Comments were received.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to close the public hearing and to approve the Obsolete Property Rehabilitation Exemption Certificate at 1740 E. Sherman Boulevard.

ROLL VOTE: Ayes: Warren, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood.

Nays: None

MOTION PASSES

2016-90 NEW BUSINESS:

A. First Quarter 2016-17 Budget Reforecast Finance Director

SUMMARY OF REQUEST: At this time staff is transmitting the **First Quarter 2016-17 Budget Reforecast** which outlines proposed changes to the budget that have

come about as a result of changes in revenue projections, policy priorities, labor contracts, updated economic conditions, or other factors.

FINANCIAL IMPACT: A summary of first quarter proposed adjustments to the budget are as follows:

- General Fund revenues are reforecast to be \$115,000 lower than the original budget, largely due to lower projected income tax revenues.
- General Fund expenditures are reforecast to be \$40,000 higher than the original budget, primarily due to the addition of \$25,000 for street light removal and \$15,000 in capital for a perks reservation system.
- There is some refinement of the capital projects budget resulting in an overall net decrease of \$14,000 from the original budget.

BUDGET ACTION REQUIRED: City Commission approval of this reforecast will formally amend the City's 2016-17 budget.

STAFF RECOMMENDATION: Approval

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood to approve the First Quarter 2016-17 Budget Reforecast.

ROLL VOTE: Ayes: Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and Warren.

Nays: None

MOTION PASSES

B. Commercial Chemical Spreader/Sprayer DPW/Equipment

SUMMARY OF REQUEST: Authorize staff to purchase one (1) Z Max Commercial Spreader/Sprayer from SiteOne Landscape Supply, lowest qualified bidder with a bid price of \$11,455.00 (the other bid was submitted by LT Rich Products for \$11,455.77). This request is contingent upon 1st quarter budget reforecast approval.

FINANCIAL IMPACT: \$11,455.00

BUDGET ACTION REQUIRED: None. Amount is what was budgeted.

STAFF RECOMMENDATION: Authorize staff to purchase one (1) Z Max Commercial Chemical Spreader/Sprayer.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood to approve the authorize staff to purchase one Z Max Commercial Chemical Spreader/Sprayer.

ROLL VOTE: Ayes: Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and Warren.

Nays: None

MOTION PASSES

C. Transfer of the Commercial Rehabilitation Exemption Certificate – 316 Morris Avenue Planning & Economic Development

SUMMARY OF REQUEST: The Hinman Company was approved for a Commercial Rehabilitation Exemption Certificate in 2013 and the certificate was applied to the entire building. However, the project only included the rehabilitation of floors one through five and did not include floors six and seven. The certificate was approved for 10 years and the company did invest the \$450,000 in upgrades as described in the application. The company would like to transfer the Commercial Rehabilitation Exemption Certificate (#C2013-011) from the entire building (floors 1-7) to floors one through five. This will allow them to apply for a Neighborhood Enterprise Zone Certificate for floors six and seven for their apartment project. Currently, they would not be able to apply for a Neighborhood Enterprise Zone Certificate because there is already an abatement on floors six and seven and the Michigan Economic Development Corporation does not allow multiple tax abatements at the same location.

FINANCIAL IMPACT: The transfer would allow for the company to apply for a Neighborhood Enterprise Zone.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the Commercial Rehabilitation Exemption Certificate transfer.

Motion by Vice Mayor Hood, second by Commissioner Johnson, to approve the Commercial Rehabilitation Exemption Certificate transfer for 316 Morris Avenue

ROLL VOTE: Ayes: Turnquist, Johnson, Gawron, Hood, Warren, and Rinsema-Sybenga.

Nays: None

MOTION PASSES

D. Revocation of a portion of the Commercial Rehabilitation Exemption Certificate – 316 Morris Avenue Planning & Economic Development

SUMMARY OF REQUEST: In order to apply for the Neighborhood Enterprise Zone Certificate for floors six and seven, the Commercial Rehabilitation Exemption Certificate must be revoked on these floors.

FINANCIAL IMPACT: The revocation would allow for the company to apply for a Neighborhood Enterprise Zone.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the revocation of a portion of the

Commercial Rehabilitation Exemption Certificate.

Motion by Vice Mayor Hood, second by Commissioner Rinsema-Sybenga, to approve the revocation of a portion of the Commercial Rehabilitation Exemption Certificate for 316 Morris Avenue.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Warren, Rinsema-Sybenga, and Turnquist.

Nays: None

MOTION PASSES

E. Approval of a Neighborhood Enterprise Zone Certificate – 316 Morris Avenue Planning & Economic Development

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone Certificate has been received from Hinman Lake, LLC for the conversion of offices to apartments on the sixth and seventh floors of their building at 316 Morris Avenue. The estimated project cost is \$1,777,200 and will include 20 market rate apartments. The property was approved as a Neighborhood Enterprise Zone District on September 13, 2016. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT: The taxes on floors six and seven will be frozen at the pre-rehabilitated rate for 12 years, with a three year phase out (they will receive 75% of the abatement in year 10, 50% in year 11 and 25% in year 12).

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the NEZ certificate.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to approve the Neighborhood Enterprise Zone Certificate for 316 Morris Avenue.

ROLL VOTE: Ayes: Gawron, Hood, Warren, Rinsema-Sybenga, Turnquist, and Johnson.

Nays: None

MOTION PASSES

F. Adopt a Resolution of Intent Regarding Recreational Authority City Manager

SUMMARY OF REQUEST: To express the intent of the City of Muskegon to establish a recreational authority within the County of Muskegon and to appoint a representative of the City of Muskegon to join with the representatives from other like-minded municipalities to form a steering committee to prepare articles of incorporation for such a recreational authority, which would include the City of Muskegon within its territory.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To adopt the resolution expressing the intent of the City of Muskegon to establish a recreational authority within the County of Muskegon and to appoint a representative of the City of Muskegon to join with the steering committee.

Motion by Commissioner Johnson, second by Commissioner Warren, to adopt the resolution expressing the intent of the City of Muskegon to establish a recreational authority within the County of Muskegon and to appoint a representative of the City of Muskegon to join with the steering committee.

ROLL VOTE: Ayes: Hood, Warren, Rinsema-Sybenga, Turnquist, Johnson, and Gawron.

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Johnson congratulated Vice Mayor Hood on becoming the President of the local chapter of the NAACP. Commissioner Warren thanked everyone for their well wishes for her, her husband, and their new baby boy, Levon. Dave Alexander, Muskegon Downtown Now, reminded everyone about Small Business Saturday and Christmas in the City with the lighting of the Christmas Tree at Hackley Park Saturday, November 26, 2016 at 5:30.

PUBLIC PARTICIPATION: Public Comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:45 p.m.

Respectfully Submitted,

Kimberly Grimm, Deputy City Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING DECEMBER 13, 2016

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: December 13, 2016

SUBJECT: Park Reservation Software

SUMMARY OF REQUEST: Staff is requesting to contract with Active Network to provide software and services for online shelter/community room reservations and payments.

FINANCIAL IMPACT: \$15,060 + transaction fees.

BUDGET ACTION REQUIRED: None. Funds were added to capital improvements in 1st Quarter Budget Reforecast.

STAFF RECOMMENDATION: To authorize staff to enter into a contract with Active Network to provide software and services for a Park Reservation system that will allow online booking and payments.

To: The City Commission
From: Mohammed Al-Shatel Director of Public Works
Date: December 13, 2016
Subject: Park Reservation Software

Currently, all picnic shelter reservations are made by filling out a paper application. Payment is made by mail, coming in person to Engineering office or over the phone with a credit card. With over 300 reservations each year, this method is inefficient and cumbersome.

Staff sought out alternative methods and reviewed software options and found Active Network to provide the best solution to our current needs.

Active Networks proposal is \$15,060, plus transactions fees. After the initial setup, there are no other fees for support and/or upgrade costs in the future. Active Network processes the credit card payments, so another 3rd party vendor is not necessary. The credit card transaction fees will be paid by the user.

	Active Network	MaxGalaxy
Web based	X	X
Prevents "double" booking	X	X
Customizable reports	X	
Unlimited users	X	
Limited licenses (5)		X
Customizable forms	X	
PCI Level 1 Compliant	X	
3rd party credit card processor		X
Annual fees-3 year contract		X
3 year contract renewable	X	

Staff is requesting to contract with Active Network to provide software and services for online shelter reservations and payments.

Commission Meeting Date: December 13, 2016

Date: December 6, 2016
To: Honorable Mayor and City Commissioners
From: Finance Director
RE: Transmittal of 6/30/16 *Comprehensive Annual Financial Report*

SUMMARY OF REQUEST: The City's *June 30, 2016 Comprehensive Annual Financial Report* (CAFR) will be distributed to City Commissioners via email and hard copy. The CAFR will also be available on the City's website at www.shorelinecity.com. The CAFR includes the annual independent auditor's report as required by state law. At this time the CAFR is being formally transmitted to the City Commission. The CAFR has been prepared in accordance with all current Governmental Accounting Standards Board (GASB) pronouncements and also includes the single-audit of federal grants received by the City.

FINANCIAL IMPACT: The CAFR report summarizes the City's financial activities for the year and includes the independent auditor's unmodified opinion on the City's financial statements.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Acceptance of the June 30, 2016 CAFR and authorization for staff to transmit the CAFR to appropriate federal, state and private agencies.

COMMITTEE RECOMMENDATION: None.

Date: December 13, 2016

To: Honorable Mayor and City Commissioners

From: Finance

RE: 2016 User Fee Update

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

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

- City code compliance vacant building registration fees have been updated;
- Rental property registration and inspection fees have been adjusted;
- Various building permit fees have been revised;

FINANCIAL IMPACT: Revenue generated for fee supported activities.

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

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: None.

City of Muskegon

RESOLUTION

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

The City of Muskegon hereby RESOLVES:

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

NOW, THEREFORE, THE CITY COMMISSION HEREBY RESOLVES:

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

This resolution adopted.

Ayes

Nays

CITY OF MUSKEGON

Ann Marie Meisch, City Clerk

CERTIFICATE

This Resolution was adopted at a meeting of the City Commission of the City of Muskegon, held on December 13, 2016. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

Ann Marie Meisch, City Clerk

CITY OF MUSKEGON								
Master Fee Resolution - Schedule of Fees								
(Effective 1/1/2017)								
				2015	2015	2016	2017	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	COMMENTS
1	ALL	ADMINISTRATIVE OVERHEAD ON SALES TO OUTSIDE PARTIES	TOTAL BALANCE DUE	15.00%	15.00%	15.00%	15.00%	
2	ALL	COPIES FOR PUBLIC (STANDARD SIZES)	PER COPY	0.25	0.25	0.25	0.25	
3	ALL	FAX CHARGE FOR INFORMATION REQUESTS	PER PAGE	0.50	0.50	0.50	0.50	
4	ALL	LATE FEE ON CITY RECEIVABLES (EXCEPT TAXES)	PAST DUE BALANCE	1.00%	1.00%	1.00%	1.00%	PER MO./IMPOSED AFTER 30 DAYS
5	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B)	EACH	1,350.00	1,350.00	1,350.00	1,350.00	
6	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B) NR *	EACH	1,700.00	1,700.00	1,700.00	1,700.00	
7	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F)	EACH	1,600.00	1,600.00	1,600.00	1,600.00	
8	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F) NR *	EACH	2,000.00	2,000.00	2,000.00	2,000.00	
9	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	ONE GRAVE	750.00	750.00	750.00	750.00	50% GOES TO PERPETUAL CARE
10	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	TWO GRAVES	1,400.00	1,400.00	1,400.00	1,400.00	50% GOES TO PERPETUAL CARE
11	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	TWO GRAVES	1,650.00	1,650.00	1,650.00	1,650.00	50% GOES TO PERPETUAL CARE
12	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	ONE GRAVE	900.00	900.00	900.00	900.00	50% GOES TO PERPETUAL CARE
13	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	ONE GRAVE	750.00	750.00	750.00	750.00	50% GOES TO PERPETUAL CARE
14	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	TWO GRAVES	1,400.00	1,400.00	1,400.00	1,400.00	50% GOES TO PERPETUAL CARE
15	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	ONE GRAVE	900.00	900.00	900.00	900.00	50% GOES TO PERPETUAL CARE
16	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	TWO GRAVES	1,650.00	1,650.00	1,650.00	1,650.00	50% GOES TO PERPETUAL CARE
17	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	ONE GRAVE	750.00	750.00	750.00	750.00	50% GOES TO PERPETUAL CARE
18	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	TWO GRAVES	1,400.00	1,400.00	1,400.00	1,400.00	50% GOES TO PERPETUAL CARE
19	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	TWO GRAVES	1,650.00	1,650.00	1,650.00	1,650.00	50% GOES TO PERPETUAL CARE
20	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	ONE GRAVE	900.00	900.00	900.00	900.00	50% GOES TO PERPETUAL CARE
21	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	ONE GRAVE	700.00	700.00	700.00	700.00	50% GOES TO PERPETUAL CARE
22	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	TWO GRAVES	1,300.00	1,300.00	1,300.00	1,300.00	50% GOES TO PERPETUAL CARE
23	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	ONE GRAVE	750.00	750.00	750.00	750.00	50% GOES TO PERPETUAL CARE

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24	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	TWO GRAVES	1,450.00	1,450.00	1,450.00	1,450.00	50% GOES TO PERPETUAL CARE
25	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	ONE GRAVE	750.00	750.00	750.00	750.00	50% GOES TO PERPETUAL CARE
26	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	TWO GRAVES	1,400.00	1,400.00	1,400.00	1,400.00	50% GOES TO PERPETUAL CARE
27	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	ONE GRAVE	900.00	900.00	900.00	900.00	50% GOES TO PERPETUAL CARE
28	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	TWO GRAVES	1,650.00	1,650.00	1,650.00	1,650.00	50% GOES TO PERPETUAL CARE
29	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN)	EACH	300.00	300.00	300.00	300.00	
30	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN) NR*	EACH	350.00	350.00	350.00	350.00	
31	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES)	EACH	500.00	500.00	500.00	500.00	
32	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES) NR *	EACH	600.00	600.00	600.00	600.00	
33	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE)	EACH	250.00	250.00	250.00	250.00	
34	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE) NR *	EACH	300.00	300.00	300.00	300.00	
35	CEMETERIES	CEMETERIES OPENING (CREMATION)	EACH	300.00	300.00	300.00	300.00	
36	CEMETERIES	CEMETERIES OPENING (CREMATION) NR *	EACH	350.00	350.00	350.00	350.00	
37	CEMETERIES	CEMETERIES SECOND CREMAINS (OPEN GRAVESITE)	EACH	60.00	60.00	60.00	60.00	FOR ADDITIONAL ASHES
38	CEMETERIES	CEMETERIES OPENING	EACH	500.00	500.00	500.00	500.00	
39	CEMETERIES	CEMETERIES OPENING NR *	EACH	600.00	600.00	600.00	600.00	
40	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND)	EACH	150.00	150.00	150.00	150.00	
41	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND) NR *	EACH	175.00	175.00	175.00	175.00	
42	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)	EACH	250.00	250.00	250.00	250.00	
43	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR *	EACH	300.00	300.00	300.00	300.00	
44	CEMETERIES	CEMETERIES OVERTIME (MON-FRI AFTER 2:30PM)	EACH	300.00	300.00	300.00	300.00	
45	CEMETERIES	CEMETERIES OVERTIME (SATURDAYS & HOLIDAYS)	EACH	400.00	400.00	400.00	400.00	
46	CEMETERIES	CEMETERIES OVERTIME (SUNDAYS)	EACH	500.00	500.00	500.00	500.00	

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47	CEMETERIES	CEMETERIES NICHES COLUMBARIUM	EACH	850.00	850.00	850.00	850.00	
48	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR	EACH	900.00	900.00	900.00	900.00	
49	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING)	EACH	125.00	125.00	125.00	125.00	
50	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING) NR	EACH	175.00	175.00	175.00	175.00	
51	CEMETERIES	CEMETERIES HEADSTONE SERVICE	PER SQUARE INCH	0.55	0.55	0.55	0.55	MINIMUM \$60.00
52	CEMETERIES	CEMETERIES SERVICE (GOVERNMENT MARKERS)	EACH	60.00	60.00	60.00	60.00	
53	CEMETERIES	CEMETERIES SERVICE (MAUSOLEUM VASES)	EACH	75.00	75.00	75.00	75.00	
54	CEMETERIES	CEMETERIES SERVICE HEADSTONE PRE-PLACEMENT	EACH	25.00	25.00	25.00	25.00	
55	CEMETERIES	CEMETERIES SERVICE (SMALL VASES) RESTLAWN	EACH	50.00	50.00	50.00	50.00	
56	CEMETERIES	ENTOMBMENT - EVERGREEN MAUSOLEM	EACH	175.00	175.00	175.00	175.00	
57	CEMETERIES	ENTOMBMENT NR - EVERGREEN MAUSOLEUM	EACH	250.00	250.00	250.00	250.00	
58	CEMETERIES	TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE	EACH	50.00	50.00	50.00	50.00	
59	CEMETERIES	CHAPEL FUNERAL SERVICE	EACH	75.00	75.00	75.00	75.00	
60	CLERK	ADDRESS LABELS - VOTER REGISTRATION	EACH	0.05	0.05	0.05	0.05	
61	CLERK	BUSINESS REGISTRATION	EACH	30.00	35.00	35.00	35.00	
62	CLERK	BUSINESS TRANSIENT/PEDDLER - RENEWAL MAY 1ST	ANNUAL	150.00	150.00	150.00	150.00	
63	CLERK	BUSINESS AUCTIONEER LICENSE (INDIVIDUAL EVENT)	PER DAY	10.00	10.00	10.00	10.00	
64	CLERK	BUSINESS AUCTIONEER LICENSE (REGULAR)	PER YEAR	100.00	100.00	100.00	100.00	
65	CLERK	AUCTION FEE	PER DAY	30.00	30.00	30.00	30.00	
66	CLERK	BUSINESS ENTERTAINMENT OCCUPANCY	PER YEAR	125.00	125.00	125.00	125.00	
67	CLERK	GAMING LICENSE REQUEST/PERMIT (30 DAYS OR MORE ADVANCE NOTICE)	EACH	75.00	75.00	75.00	75.00	
68	CLERK	GAMING LICENSE REQUEST (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	100.00	100.00	100.00	100.00	

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69	CLERK	CITY HALL CONFERENCE ROOM RENTAL	PER HOUR	25.00	25.00	25.00	25.00	CHARGED TO LAW FIRMS AND OTHER FOR PROFIT ORGANIZATIONS WISHING TO USE FACILITIES FOR NON-CITY RELATED BUSINESS
70	CLERK	ENCROACHMENT PERMIT APPLICATION FEE	EACH	100.00	100.00	100.00	100.00	
71	CLERK	ENCROACHMENT PERMIT CERTIFICATE FEE	EACH LOCATION	50.00	50.00	50.00	50.00	SAME AS RENEWAL FEE
72	CLERK	ENCROACHMENT/RENTAL FEE (BUS BENCHES)	PER BENCH/PERMONTH	5.00	5.00	5.00	5.00	
73	CLERK	ENCROACHMENT 1-YEAR RENEWAL	EACH	25.00	25.00	25.00	25.00	
74	CLERK	ENCROACHMENT 1-YEAR RENEWAL (INSPECTION REQ'D)	EACH	50.00	50.00	50.00	50.00	
75	CLERK	ENCROACHMENT PERMIT TO WORK IN R-O-W	PER UNIT	10.00	10.00	10.00	10.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)
76	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (30 OR MORE DAYS ADVANCE NOTICE)	EACH	75.00	75.00	75.00	75.00	
77	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	150.00	150.00	150.00	150.00	
78	CLERK	LIQUOR LICENSE RENEWAL (BEFORE FEBRUARY 28)	EACH	100.00	100.00	100.00	100.00	
79	CLERK	LIQUOR LICENSE RENEWAL (AFTER FEBRUARY 28)	EACH	150.00	150.00	150.00	150.00	
80	CLERK	LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION	EACH	250.00	250.00	250.00	250.00	
81	CLERK	DEVELOPMENT DISTRICT AREA CLASS-C ON-PREMISES LIQUOR LICENSE (FORMERLY DOWNTOWN DEV AUTH LICENSE)	EACH	2,500.00	2,500.00	2,500.00	2,500.00	SAME REVIEW PROCESS AS FOR RENEWAL
82	CLERK	NEW LIQUOR LICENSE	EACH	1,000.00	1,000.00	1,000.00	1,000.00	REPLACES FEES ABOVE
83	CLERK	GOING OUT OF BUSINESS SALE	EACH	50.00	50.00	50.00	50.00	UP TO ONE MONTH - RENEWABLE
84	CLERK	LIQUOR LICENSE (EXPANSION OF EXISTING LICENSE)	EACH	25.00	25.00	25.00	25.00	
85	CLERK	MOBILE FOOD VENDING PERMIT	ANNUAL	300.00	300.00	300.00	300.00	APPROVED BY COMMISSION IN 2014
86	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN CITY)	ANNUAL	150.00	150.00	150.00	150.00	APPROVED BY COMMISSION IN 2014
87	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN DDA DISTRICT)	ANNUAL	50.00	50.00	50.00	50.00	APPROVED BY COMMISSION IN 2014
88	CLERK	PASSPORT APPLICATION FEE	EACH	25.00	25.00	25.00	25.00	PER FEDERAL LAW
89	CLERK	PASSPORT PHOTO FEE	EACH	10.00	10.00	10.00	15.00	
90	CLERK	MONEY ORDERS	EACH				5.00	NEW SERVICE & FEE

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91	CLERK	PRECINCT MAPS (SMALL)	EACH	2.00	2.00	2.00	2.00	
92	CLERK	PUBLIC NOTARY FEE	EACH	5.00	5.00	5.00	5.00	CONSISTENT WITH COUNTY FEE
93	CLERK	SPECIAL EVENT PARKING FEE (UNDER 50 PARKING SPOTS)	PER EVENT	25.00	25.00	25.00	25.00	APPROVED BY COMMISSION IN 2014
94	CLERK	SPECIAL EVENT PARKING FEE (OVER 50 PARKING SPOTS)	PER EVENT	50.00	50.00	50.00	50.00	APPROVED BY COMMISSION IN 2014
95	CLERK	TELECOMMUNICATIONS ACT NEW PROVIDER FEE	EACH	500.00	500.00	500.00	500.00	PER NEW STATE TELECOMMUNICATIONS ACT
96	CLERK	VOTER INFORMATION - ON DISK	EACH	25.00	25.00	25.00	25.00	
97	CLERK	VOTER REGISTRATION - HARDCOPY LIST	PER LISTING	0.01	0.01	0.01	0.01	
98	CLERK	VOTER REGISTRATION - MAILING LABELS	PER LABEL	0.05	0.05	0.05	0.05	
99	CNS	MORTGAGE REFINANCE FEE	EACH	50.00	50.00	50.00	50.00	
100	CNS	REHAB LOAN APPLICATION FEE	EACH	200.00	200.00	200.00	200.00	
101	CNS	RENTAL REHAB APPLICATION FEE	PER LOAN	100.00	100.00	100.00	100.00	
102	DPW	ADDITIONAL GARBAGE SERVICE (1 TOTER)	PER MONTH	13.00	13.00	13.00	13.00	
103	DPW	APPLIANCE STICKER	EACH	25.00	25.00	25.00	25.00	
104	DPW	GARBAGE CART REPLACEMENT - DAMAGED BY USER	EACH	55.00	55.00	55.00	55.00	
105	DPW	GARBAGE SERVICE - SMALL BUSINESS	PER MONTH	16.00	16.00	16.00	16.00	INCLUDES CHURCHES AND NON-PROFITS
106	DPW	GARBAGE SERVICE - UNAUTHORIZED USE OF CARTS	PER INCIDENT	30.00	30.00	30.00	50.00	
107	DPW	GARBAGE SERVICE - REPLACE LOST/STOLEN CART	EACH	55.00	55.00	55.00	55.00	
108	DPW	GARBAGE SERVICE - NEW SERVICE STARTUP	EACH	55.00	55.00	55.00	55.00	
109	DPW	GARBAGE SERVICE - MIXED REFUSE STICKER	EACH	2.00	2.00	2.00	2.00	BUY 6 FOR \$10.00 - UNIT PRICE \$1.67
110	DPW	FEE FOR SPECIAL COLLECTION OF ILLIEGAL MATERIALS	EACH	50.00	50.00	50.00	50.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)
111	DPW	FEE FOR BULK YARD WASTE DROP OFF (DURING REGULAR HOURS) - BY APPOINTMENT ONLY	EACH	25.00	25.00	25.00	25.00	
112	DPW	REPLACE EMPLOYEE ID/ACCESS TKC CARD	PER LOST CARD	0.00	0.00	10.00	10.00	REACTIVATED FEE
113	DPW	STORM SEWER CONNECTION FEE	EACH	800.00	800.00	800.00	800.00	STUB FEE

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114	DPW	TREE REPLACEMENT PLANTING FEE	EACH	200.00	200.00	200.00	200.00	
115	DPW	TREE REMOVAL FEE (12" AND UNDER DIAMETER)	EACH	200.00	200.00	200.00	200.00	TREE MEASURED AT 4' ABOVE GRADE
116	DPW	TREE REMOVAL FEE (12" - 18" DIAMETER)	EACH	500.00	500.00	500.00	500.00	TREE MEASURED AT 4' ABOVE GRADE
117	DPW	TREE REMOVAL FEE (18" - 24" DIAMETER)	EACH	650.00	650.00	650.00	650.00	TREE MEASURED AT 4' ABOVE GRADE
118	DPW	TREE REMOVAL FEE (24" - 30" DIAMETER)	EACH	750.00	750.00	750.00	750.00	TREE MEASURED AT 4' ABOVE GRADE
119	DPW	TREE REMOVAL FEE (30" - 36" DIAMETER)	EACH	1,000.00	1,000.00	1,000.00	1,000.00	TREE MEASURED AT 4' ABOVE GRADE
120	DPW	TREE REMOVAL FEE (36" - 42" DIAMETER)	EACH	1,700.00	1,700.00	1,700.00	1,700.00	TREE MEASURED AT 4' ABOVE GRADE
121	DPW	TREE REMOVAL FEE (42" AND OVER DIAMETER)	EACH	1,900.00	1,900.00	1,900.00	1,900.00	TREE MEASURED AT 4' ABOVE GRADE
122	DPW	HANG AND/OR REMOVE BANNER	EACH REQUEST	450.00	450.00	450.00	450.00	EACH ADDITIONAL BANNER: \$50.00
123	DPW	USE OF BIKE PATH FOR ORGANIZED EVENTS	EACH EVENT	200.00	200.00	200.00	200.00	PER EVENT
124	DPW	WIDE LOAD PERMIT	EACH	200.00	200.00	200.00	200.00	
125	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER DAY	125.00	125.00	125.00	125.00	
126	DPW (PARKS)	EXCLUSIVE USE OF PERE MARQUETTE LARGE OVAL FOR SPECIAL EVENTS	PER DAY	125.00	125.00	125.00	125.00	
127	DPW (PARKS)	USE FEE IN ADDITION TO SPECIAL EVENT APPLICATION FEE	PER DAY	125.00	125.00	125.00	125.00	
128	DPW (PARKS)	CLEANING DEPOSIT FOR EXCLUSIVE USE OF HACKLEY, PERE MARQUETTE OR MARGARET DRAKE ELLIOTT PARKS - SPECIAL EVENT	EACH	50.00	50.00	50.00	50.00	
129	DPW (PARKS)	PARK BUILDING USE (RESV. BEFORE 4/15)	PER SESSION	100.00	100.00	100.00	100.00	REMOVED SPECIFIC TIMES AND AND PARK'S NAME, CHANGED TO PER SESSION
130	DPW (PARKS)	MC GRAFT PARK BUILDING USE (RESV. BEFORE 4/15)	5:00PM - 10:00PM	100.00	100.00	N/A	N/A	OBSELETE AS OF 1/1/2016 AS RENTAL IS NOW PER "SESSION" AND FOR ANY PARK BLDG
131	DPW (PARKS)	PARK BUILDING USE (RESV. MADE BETWEEN 4/15 - 9/30)	PER SESSION	125.00	125.00	125.00	125.00	removed McGraft and made applicable to all buildings
132	DPW (PARKS)	MC GRAFT PARK BUILDING USE	PER ADDITIONAL HOUR	25.00	25.00	25.00	25.00	
133	DPW (PARKS)	PARK BUILDING USE (CLEANING/SECURITY DEPOSIT)	EACH	50.00	50.00	50.00	50.00	removed McGraft and made applicable to all buildings
134	DPW (PARKS)	MC GRAFT PARK MUSIC BOWL	HOUR	45.00	45.00	45.00	45.00	
135	DPW (PARKS)	PARKS (LIGHT COSTS SPORT FIELDS & COURTS)	EACH	40.00	40.00	40.00	40.00	
136	DPW (PARKS)	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED

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137	DPW (PARKS)	PARKS (USE OF GARBAGE CANS)	EACH	5.00	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
138	DPW (PARKS)	SPORTS FIELD & COURT RENTAL (EXLUDES SETUP SERVICES)	2 HOUR RENTAL	25.00	25.00	25.00	25.00	
139	DPW (PARKS)	CHANNEL SHELTER RENTAL (RESV. BEFORE 4/15)	EACH	50.00	50.00	50.00	50.00	CHANGED THE RESERVATION TIME
140	DPW (PARKS)	CHANNEL SHELTER RENTAL (RESV. BETWEEN 4/15 - 9/30)	EACH	0.00	0.00	75.00	75.00	
141	DPW (PARKS)	PICNIC SHELTER RENTAL (MADE BEFORE 4/15 OR AFTER 9/30)	EACH SESSION	100.00	100.00	100.00	100.00	
142	DPW (PARKS)	PICNIC SHELTER RENTAL (MADE BETWEEN 4/15 AND 9/30)	EACH SESSION	125.00	125.00	125.00	125.00	
143	DPW (PARKS)	PICNIC SHELTER RENTAL RESERVATION CHANGE	EACH	15.00	15.00	15.00	15.00	
145	DPW (PARKS)	CLEANING FEE FOR RENTALS	EACH	75.00	75.00	75.00	75.00	NOT CHARGED IF FACILITY LEFT CLEAN
146	DPW (PARKS)	PICNIC SHELTER RENTAL (KRUSE #4 - 200 PERSON SHELTER)	RESIDENT	125.00	125.00	125.00	125.00	
147	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	EACH	50.00	50.00	50.00	50.00	
148	DPW (PARKS)	WEDDING RESERVATIONS IN/ON CITY PARKS/BEACHES	EACH	150.00	150.00	150.00	150.00	
149	DPW (PARKS)	KEY DEPOSIT (RESTROOM)	EACH	25.00	25.00	25.00	25.00	
150	DPW (PARKS)	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
151	DPW (PARKS)	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
152	DPW (PARKS)	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
153	DPW (PARKS)	CITY SERVICES (LABOR PARKS OR DPW STAFF)	PER HOUR	60.00	60.00	60.00	60.00	
154	DPW (PARKS)	RENTAL OF PORTABLE STAGE	EACH			100.00		NEW FEE
155	DPW (PARKS)	RENTAL OF BLEACHERS	EACH			100.00		NEW FEE
156	ENGINEERING	CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)	EACH	8.00	8.00	8.00	8.00	
157	ENGINEERING	CHARGE FOR BID DOCUMENTS (STANDARD)	EACH	40.00	40.00	40.00	40.00	
158	ENGINEERING	CHARGE FOR BID DOCUMENTS (NON-STANDARD)	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	
159	ENGINEERING	STORM WATER MANAGEMENT BILLING FEE	PER BILL	5.00	5.00	5.00	5.00	

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160	ENGINEERING	STORM WATER MANAGEMENT HOOKUP FEE FOR SYSTEM AVAILABILITY	EACH	175.00	175.00	175.00	175.00	5,000 GALLON PER DAY MAXIMUM
161	ENGINEERING	STORM WATER MANAGEMENT PERMIT APPLICATION FEE	EACH	500.00	500.00	500.00	500.00	
162	ENGINEERING	STORM WATER MANAGEMENT SYSTEM USE FEE	PER 1,000 GALLONS	0.20	0.20	0.20	0.20	
163	ENGINEERING	PROPERTY OWNER WORKING IN R-O-W FEE	EACH UNIT	20.00	20.00	20.00	20.00	SIDEWALK/DRIVE APPROACHES, LANDSCAPING
164	ENGINEERING	UTILITY ANNUAL PERMIT FEE	EACH	1,750.00	1,750.00	1,750.00	1,750.00	
165	ENGINEERING	UTILITY CUT PERMIT APPLICATION FEE/CONTRACT	UNIT	50.00	50.00	50.00	50.00	
166	ENGINEERING	UTILITY CUT PERMIT FEE	UNIT	20.00	20.00	20.00	20.00	
167	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT <4 YEARSOLD)	SQUARE YARD	100.00	100.00	100.00	100.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE
168	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT 4-9 YEARSOLD)	SQUARE YARD	75.00	75.00	75.00	75.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE
169	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT >10 YEARSOLD)	SQUARE YARD	50.00	50.00	50.00	50.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE
170	ENGINEERING	UTILITY CUT (PROJECT DURATION)	WEEK	27.50	27.50	27.50	27.50	
173	SAFEBUILT - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE	FIRST VIOLATION	50.00	50.00	50.00	50.00	PLUS HOURLY COST FOR WORK PERFORMED.
174	SAFEBUILT - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	10.00	10.00	10.00	10.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT \$50 (E.G. 2ND VIOLATION = \$60; 3RD = \$70, ETC
175	SAFEBUILT - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS	FIRST VIOLATION	90.00	90.00	90.00	90.00	PLUS HOURLY COST FOR WORK PERFORMED.
176	SAFEBUILT - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	15.00	15.00	15.00	15.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT \$90 (E.G. 2ND VIOLATION = \$105; 3RD = \$120, ETC
177	SAFEBUILT - CODE ENFORCEMENT	LATE FEE ON INVOICES OVER 30 DAYS	EACH INVOICE	5.00	5.00	5.00	10.00	
178	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	0.00	0.00	0.00	0.00	VACANT LESS THAN ONE YEAR
179	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	500.00	500.00	500.00	1,000.00	VACANT 1 YEAR BUT LESS THAN 2 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$500.
180	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	1,000.00	1,000.00	1,000.00	2,000.00	VACANT 2 YEARS BUT LESS THAN 3 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$1,000.
181	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	2,000.00	2,000.00	2,000.00	4,000.00	VACANT 3 YEARS BUT LESS THAN 5 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$2,000.
182	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	3,500.00	3,500.00	3,500.00	7,000.00	VACANT 5 YEARS BUT LESS THAN 10 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$3,500.
183	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	5,000.00	5,000.00	5,000.00	7,000.00	VACANT 10 YEARS
184	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	1,000.00	1,000.00	1,000.00	1,000.00	EACH YEAR VACANT BEYOND 10 YEARS

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185	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (31-60 DAYS LATE)	OCCURRENCE	25.00	25.00	25.00	25.00	NON-REFUNDABLE FEE
186	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (61-90 DAYS LATE)	OCCURRENCE	35.00	35.00	35.00	35.00	NON-REFUNDABLE FEE
187	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION - FORMAL APPEAL FEE	OCCURRENCE	50.00	50.00	50.00	50.00	NON-REFUNDABLE FEE
188	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	SINGLE UNIT	25.00	35.00	35.00	70.00	INCLUDES ONE INSPECTION AND ONE RE-INSPECTION EVERY 4 YEARS FOR COMPLIANCE
189	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	DUPLEX	30.00	40.00	40.00	80.00	INCLUDES ONE INSPECTION AND ONE RE-INSPECTION EVERY 4 YEARS FOR COMPLIANCE
190	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - BASE)	3 UNITS	40.00	50.00	50.00	100.00	INCLUDES ONE INSPECTION AND ONE RE-INSPECTION EVERY 4 YEARS FOR COMPLIANCE
191	SAFEBUILT - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - PER PARCEL OVER 3)	PER UNIT OVER 3	5.00	5.00	5.00	10.00	INCLUDES ONE INSPECTION AND ONE RE-INSPECTION EVERY 4 YEARS FOR COMPLIANCE
192	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW FIRST TIME OR LATE CANCELLATION)	PER UNIT	60.00	60.00	60.00	65.00	
193	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE	OCCURRENCE	50.00	50.00	50.00	65.00	FEE ASSESSED WHEN A 3RD CANCELLATION IS RECEIVED BY CUSTOMER OR AGENT
194	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE (STARTING WITH 4TH CANCELLATION)	OCCURRENCE	10.00	10.00	10.00	15.00	ADDED TOBASE CANCELLATION FEE; EACH CANCELLATION INSTANCE WILL CAUSE FEE TO INCREASE BY AN ADDITIONAL \$10.00
195	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW EACH ADDT'L TIME OR LATE CANCELLATION)	PER UNIT	15.00	15.00	15.00	20.00	ADDED TO BASE NO SHOW FEE; EACH NO SHOW INSTANCE WILL CAUSE INSPECTION FEE TO INCREASE BY AN ADDITIONAL \$15.00
196	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION NON-COMPLIANCE FEE (2ND REINSPECTION)	PER UNIT	35.00	35.00	35.00	40.00	FEE TO BE ASSESSED TO PROPERTIES NOT BROUGHT INTO COMPLIANCE AFTER THE FIRST REINSPECTION
197	SAFEBUILT - RENTAL	RENTAL PROPERTY INSPECTION NON-COMPLIANCE FEE (STARTING WITH 3RD COMPLIANCE REINSPECTION)	PER UNIT	10.00	10.00	10.00	15.00	ADDED TO BASE NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL \$10.00
198	SAFEBUILT - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (1ST EXTERIOR ONLY REINSPECTION)	PER UNIT	30.00	30.00	30.00	35.00	FEE ASSESSED TO PROPERTIES IN COMPLIANCE INTERIOR REQUIREMENTS BUT NOT IN COMPLIANCE WITH EXTERIOR REQUIREMENTS BY FIRST REINSPECTION
199	SAFEBUILT - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (STARTING WITH 2ND EXTERIOR ONLY REINSPECTION)	PER UNIT	10.00	10.00	10.00	15.00	ADDED TO BASE EXTERIOR NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE EXTERIOR NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL \$10.00
200	SAFEBUILT - RENTAL	LATE FEE FOR NON-PAYMENT OF RENTAL REGISTRATION ANNUAL FEE	EACH PROPERTY VIOLATION	75.00	75.00	75.00	10.00	EFF 2017, FEE CHARGED AFTER 30 DAYS AND EVERY 30 DAYS UNTIL PAID. WAS 90 DAYS.
201	SAFEBUILT - RENTAL	HOUSING-WARRANT INSPECTION FEE	EACH	150.00	150.00	150.00	150.00	
202	ENV SERVICES	BOARD UP'S - FIRST 5 BOARDS	PER INSTANCE	40.00	40.00	40.00	40.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP
203	ENV SERVICES	BOARD UP'S - 6 OR MORE BOARDS	PER INSTANCE	0.00	0.00	60.00	60.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP
204	ENV SERVICES	ADMINISTRATIVE OVERHEAD ON DEMOLITIONS	PER UNIT	10.0%	10.0%	15.0%	15.0%	BASED ON THE CONTRACTORS PRICE TO DEMOLISH

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205	FARMERS' MARKET	DAILY - SATURDAY	DAILY	25.00	25.00	25.00	30.00	SATURDAY ONLY
206	FARMERS' MARKET	DAILY - WEEKDAY	DAILY	25.00	25.00	15.00	15.00	WEEKDAYS WITH NO TIERS
207	FARMERS' MARKET	TIER 1 - CORNER	0-2 MONTHS	313.00	313.00	338.00	338.00	
208	FARMERS' MARKET	TIER 1 - REGULAR	0-2 MONTHS	288.00	288.00	311.00	311.00	
209	FARMERS' MARKET	TIER 2 - REGULAR	0-2 MONTHS	163.00	163.00	176.00	176.00	
210	FARMERS' MARKET	TIER 1 - CORNER	5 MONTHS	376.50	376.50	406.00	406.00	
211	FARMERS' MARKET	TIER 1 - REGULAR	5 MONTHS	347.50	347.50	375.00	375.00	
212	FARMERS' MARKET	TIER 2 - REGULAR	5 MONTHS	204.50	204.50	220.00	220.00	
213	FARMERS' MARKET	TIER 1 - CORNER	7 MONTHS	404.00	404.00	436.00	436.00	
214	FARMERS' MARKET	TIER 1 - REGULAR	7 MONTHS	374.00	374.00	403.00	403.00	
215	FARMERS' MARKET	TIER 2 - REGULAR	7 MONTHS	224.00	224.00	242.00	242.00	
216	FARMERS' MARKET	WINTER MARKET-GARAGE DOOR	DAILY	20.00	20.00	25.00	25.00	
217	FARMERS' MARKET	WINTER MARKET- SMALL TABLE	DAILY	0.00	0.00	10.00	10.00	
218	FARMERS' MARKET	WINTER MARKET	5 MONTHS	400.00	400.00	400.00	400.00	FEE FOR EXTENDED HOURS AT NEW MARKET
219	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY A	PER SESSION			250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM
220	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY B	PER SESSION			250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM
221	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY C	PER SESSION			250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM
222	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY D	PER SESSION			100.00	100.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM
223	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - MARKET STAGE	PER SESSION			50.00	50.00	9:00 AM TO 1:00 PM OR 1:30 PM TO 5:30 PM OR 6:00 PM TO 10:00 PM
224	FARMERS' MARKET	SNAP/DOUBLE-UP FOOD BUCKS ADMIN FEE	2% OF TRANSACTION	2.0%	2.0%	2.0%	2.0%	FEE FOR COST OF TRANSACTION ADMINISTRATION
225	FARMERS' MARKET KITCHEN	KITCHEN USE - PREP/TABLETOP	PER HOUR			12.00	12.00	
226	FARMERS' MARKET KITCHEN	KITCHEN USE - BAKING	PER HOUR			15.00	15.00	
227	FARMERS' MARKET KITCHEN	KITCHEN USE - PROCESSING	PER HOUR			15.00	15.00	

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228	FARMERS' MARKET KITCHEN	KITCHEN USE - CATERING	PER HOUR			15.00	15.00	
229	FARMERS' MARKET KITCHEN	KITCHEN DRY STORAGE - MONTHLY	PER CUBIC FOOT			1.50	1.50	
230	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT	PER RENTAL			50.00	50.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC.
231	FINANCE	REPLACEMENT OF LOST PAYROLL CHECK	EACH OCCURRENCE	25.00	25.00	25.00	25.00	
232	FINANCE	COPIES OF CITY BUDGET OR CAFR	EACH	25.00	25.00	25.00	25.00	
233	FIRE	FIRE REPORT COPY (MAJOR FIRE)	EACH	15.00	15.00	15.00	15.00	
234	FIRE	FIRE REPORT COPY (REGULAR)	EACH	5.00	5.00	5.00	5.00	
235	FIRE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00	15.00	15.00	
236	FIRE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00	10.00	10.00	
237	FIRE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00	5.00	5.00	
238	FIRE	INSURANCE ADMINISTRATION ESCROW	EACH INCIDENT	15.00	15.00	15.00	15.00	PLUS RELATED COURT COSTS
239	FIRE	FIRE INSPECTION ADDITIONAL VISIT	EACH INCIDENT	75.00	75.00	75.00	75.00	RE-INSPECTION/REPAIR/COMPLAINT
240	FIRE	ARSON FIRE RESTITUTION FEE	PER HR ON CALL	720.00	720.00	720.00	720.00	PLUS RELATED COURT COSTS
241	FIRE	FALSE ALARM FEE	PER HR ON CALL	720.00	720.00	720.00	720.00	AFTER 3RD FALSE ALARM IN ONE YEAR
242	FIRE	WILLFUL NEGLIGENCE FIRE FEE	PER HR ON CALL	720.00	720.00	720.00	720.00	
243	FIRE	CONFINED SPACE RESCUE FEE	PER HR ON CALL	720.00	720.00	720.00	720.00	
244	FIRE	ICE RESCUE CALL	PER HR ON CALL	110.00	110.00	110.00	110.00	
245	FIRE	DOWNED POWER LINE	PER HR	185.00	185.00	185.00	185.00	AFTER FIRST HOUR
246	FIRE	SPECIAL USE PERMITS (PER UFC)	EACH PER YEAR	100.00	100.00	100.00	100.00	
247	FIRE	STRUCTURE FIRE RESPONSE	EACH	500.00	500.00	500.00	500.00	CHARGED TO HOMEOWNER'S INSURANCE COMPANY
248	FIRE	PI ACCIDENT RESPONSE	EACH	500.00	500.00	500.00	500.00	CHARGED TO AT FAULT DRIVER'S AUTO INSURANCE COMPANY
249	FLEA MARKET	DEALERS SPACE - CORNER COVERED SPACE	DAILY	9.00	9.00	9.00	10.00	
250	FLEA MARKET	DEALERS SPACE - 10 x 15 COVERED SPACE	DAILY	8.00	8.00	8.00	9.00	

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251	FLEA MARKET	DEALERS SPACE - 10 x 30 ASPHALT SPACE	DAILY	7.00	7.00	7.00	8.00	
252	INCOME TAX	DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE	EACH	15.00	15.00	15.00	15.00	PLUS RELATED PENALTIES & INTEREST
253	SAFEBUILT - BUILDING	BUILDING CONTRACTOR REGISTRATION FEE	EACH	15.00	15.00	15.00	15.00	
254	SAFEBUILT - BUILDING	BUILDING DEMOLITION PERMIT (COMMERCIAL)	EACH	25% of Value; Min \$60.00	25% of Value; Min \$60.00	25% of Value; Min \$60.00	25% of Value; Min \$120.00	
255	SAFEBUILT - BUILDING	BUILDING DEMOLITION PERMIT (GARAGE)	EACH	35.00	35.00	35.00	60.00	
256	SAFEBUILT - BUILDING	BUILDING DEMOLITION PERMIT (RESIDENTIAL)	EACH	60.00	60.00	60.00	120.00	
257	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$1-\$1,000 VALUE)	EACH	50.00	50.00	50.00	55.00	
258	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$1,001-\$2,000 VALUE)	BASE	50.00	50.00	50.00	55.00	
259	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$1,000-\$2,000 VALUE)	EACH ADDITIONAL \$100	3.05	3.05	3.05	3.50	
260	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	BASE	80.75	80.75	80.75	92.75	
261	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	EACH ADDITIONAL \$1,000	14.00	14.00	14.00	15.38	
262	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	BASE	403.25	403.25	403.25	463.00	
263	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	EACH ADDITIONAL \$1,000	10.10	10.10	10.10	11.50	
264	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	BASE	655.25	655.25	655.25	753.00	
265	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	EACH ADDITIONAL \$1,000	7.00	7.00	7.00	8.00	
266	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	BASE	1,005.25	1,005.25	1,005.25	1,150.00	
267	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	EACH ADDITIONAL \$1,000	5.60	5.60	5.60	6.40	
268	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	BASE	3,245.25	3,245.25	3,245.25	3,731.00	
269	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	4.75	4.75	4.75	5.45	
270	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	BASE	5,608.75	5,608.75	5,608.75	6,449.00	
271	SAFEBUILT - BUILDING	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	3.65	3.65	3.65	4.15	
272	SAFEBUILT - BUILDING	BUILDING PERMIT (INSPECTION-SPECIAL. REINSPECTION, ETC.)	PER HOUR	60.00	60.00	60.00	65.00	REMOVED MINIMUM 2 HOURS
273	SAFEBUILT - BUILDING	BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE)	EACH	50.00%	50.00%	50.00%	50.00%	OF REGULAR BUILDING PERMIT FEE

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274	SAFEBUILT - BUILDING	BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)	PERMIT FEE	65.00%	65.00%	65.00%	65.00%	OF APPLICABLE PERMIT FEE
275	SAFEBUILT - BUILDING	CONSTRUCTION BOARD OF APPEALS APPLICATION FEE	EACH	100.00	100.00	100.00	500.00	
276	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (BASE PERMIT)	BASE	45.00	45.00	45.00	65.00	
277	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)	EACH	9.00	9.00	9.00	9.00	
278	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (CIRCUITS)	EACH	6.00	6.00	6.00	6.00	
279	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (DISHWASHER)	EACH	9.00	9.00	9.00	9.00	
280	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)	EACH	45.00	45.00	45.00	45.00	
281	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)	EACH 50'	9.00	9.00	9.00	9.00	
282	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)	EACH	75.00	75.00	75.00	75.00	
283	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)	EACH	150.00	150.00	150.00	150.00	
284	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)	EACH DEVICE	8.00	8.00	8.00	8.00	
285	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (FURNACE-UNIT HEATER)	EACH	9.00	9.00	9.00	9.00	
286	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)	PER HOUR	45.00	45.00	45.00	45.00	MINIMUM 1 HOUR
287	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00	45.00	45.00	
288	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)	HOUR	60.00	60.00	60.00	60.00	MINIMUM 1 HOUR
289	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	HOUR	50.00	50.00	50.00	50.00	MINIMUM 1 HOUR
290	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (KVA OR HP UP TO 20)	EACH	9.00	9.00	9.00	9.00	
291	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (KVA & HP 21 TO 50)	EACH	15.00	15.00	15.00	15.00	
292	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (KVA & HP 50 AND OVER)	EACH	18.00	18.00	18.00	18.00	
293	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)	EACH	10.00	10.00	10.00	10.00	
294	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)	EACH	45.00	45.00	45.00	45.00	
295	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (MOBILE HOME SITE)	EACH	9.00	9.00	9.00	9.00	
296	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)	EACH	10.00	10.00	10.00	10.00	

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297	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)	EACH	8.00	8.00	8.00	8.00	
298	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)	EACH	15.00	15.00	15.00	15.00	
299	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)	EACH	20.00	20.00	20.00	20.00	
300	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)	EACH	23.00	23.00	23.00	23.00	
301	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)	EACH	30.00	30.00	30.00	30.00	
302	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/GFI ONLY)	EACH	50.00	50.00	50.00	50.00	
303	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SIGNS LETTER)	EACH	15.00	15.00	15.00	15.00	
304	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SIGNS NEON)	EACH 25'	2.00	2.00	2.00	2.00	
305	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SIGNS UNIT)	EACH	10.00	10.00	10.00	10.00	
306	SAFEBUILT - BUILDING	ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)	EACH	45.00	45.00	45.00	45.00	
307	SAFEBUILT - BUILDING	ELECTRICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
308	SAFEBUILT - BUILDING	FIRE ALARM PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	OF PERMIT FEE FOR ANY SYSTEM OVER 10 DEVICES
309	SAFEBUILT - BUILDING	GARAGE MOVING FEE	EACH	200.00	200.00	200.00	200.00	
310	SAFEBUILT - BUILDING	BUILDING MOVING FEE (EXCEPT GARAGE)	EACH	500.00	500.00	500.00	500.00	
311	SAFEBUILT - BUILDING	LIQUOR LICENSE INSPECTION FEE	EACH	75.00	75.00	75.00	80.00	
312	SAFEBUILT - BUILDING	LIQUOR LICENSE RE-INSPECTION FEE	EACH	45.00	45.00	45.00	50.00	
313	SAFEBUILT - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)	EACH	20.00	20.00	20.00	20.00	
314	SAFEBUILT - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)	EACH	60.00	60.00	60.00	60.00	
315	SAFEBUILT - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)	EACH	5.00	5.00	5.00	5.00	
316	SAFEBUILT - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)	EACH	20.00	20.00	20.00	20.00	
317	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-CHILLER)	EACH	30.00	30.00	30.00	30.00	
318	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)	EACH	30.00	30.00	30.00	30.00	
319	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)	EACH	30.00	30.00	30.00	30.00	

CITY OF MUSKEGON								
Master Fee Resolution - Schedule of Fees								
(Effective 1/1/2017)								
				2015	2015	2016	2017	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	COMMENTS
320	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)	EACH	30.00	30.00	30.00	30.00	
321	SAFEBUILT - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)	EACH	30.00	30.00	30.00	30.00	
322	SAFEBUILT - BUILDING	MECHANICAL PERMIT (BASE PERMIT)	EACH	45.00	45.00	45.00	65.00	
323	SAFEBUILT - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)	PER FOOT	0.10	0.10	0.10	0.10	\$25.00 MINIMUM FEE
324	SAFEBUILT - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)	PER FOOT	0.10	0.10	0.10	0.10	\$25.00 MINIMUM FEE
325	SAFEBUILT - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)	EACH	150.00	150.00	150.00	150.00	
326	SAFEBUILT - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)	PER HEAD	0.75	0.75	0.75	0.75	\$20.00 MINIMUM FEE
327	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)	EACH	10.00	10.00	10.00	10.00	
328	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)	EACH	10.00	10.00	10.00	10.00	
329	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-BOILERS)	EACH	30.00	30.00	30.00	30.00	
330	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)	EACH	25.00	25.00	25.00	25.00	
331	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)	EACH	8.00	8.00	8.00	8.00	
332	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)	EACH	20.00	20.00	20.00	20.00	
333	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)	EACH	45.00	45.00	45.00	45.00	
334	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)	EACH	5.00	5.00	5.00	5.00	
335	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)	EACH	30.00	30.00	30.00	30.00	
336	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)	EACH	30.00	30.00	30.00	30.00	
337	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00	30.00	30.00	
338	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00	30.00	30.00	
339	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)	EACH	30.00	30.00	30.00	30.00	
340	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)	EACH	50.00	50.00	50.00	50.00	
341	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)	EACH	20.00	20.00	20.00	20.00	
342	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)	EACH	30.00	30.00	30.00	30.00	

CITY OF MUSKEGON								
Master Fee Resolution - Schedule of Fees								
(Effective 1/1/2017)								
				2015	2015	2016	2017	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	COMMENTS
343	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HEATING-WATER HEATER)	EACH	10.00	10.00	10.00	10.00	
344	SAFEBUILT - BUILDING	MECHANICAL PERMIT (HUMIDIFIERS)	EACH	10.00	10.00	10.00	10.00	
345	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-ADDITIONAL)	EACH	45.00	45.00	45.00	45.00	
346	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00	45.00	45.00	
347	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-HOURLY RATE)	EACH	60.00	60.00	60.00	60.00	
348	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	EACH	50.00	50.00	50.00	50.00	
349	SAFEBUILT - BUILDING	MECHANICAL PERMIT (INSPECTION-TURN ON GAS)	EACH	45.00	45.00	45.00	45.00	
350	SAFEBUILT - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)	EACH	5.00	5.00	5.00	5.00	
351	SAFEBUILT - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS)	PER OUTLET	1.00	1.00	1.00	1.00	
352	SAFEBUILT - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS)	EACH	2.00	2.00	2.00	2.00	
353	SAFEBUILT - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)	PER OUTLET	0.50	0.50	0.50	0.50	
354	SAFEBUILT - BUILDING	MECHANICAL PERMIT (ROOFTOP HVAC UNIT)	EACH	60.00	60.00	60.00	60.00	
355	SAFEBUILT - BUILDING	MECHANICAL PERMIT (TANKS-ABOVEGROUND)	EACH	20.00	20.00	20.00	20.00	
356	SAFEBUILT - BUILDING	MECHANICAL PERMIT (TANKS-UNDERGROUND)	EACH	25.00	25.00	25.00	25.00	
357	SAFEBUILT - BUILDING	MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)	EACH	15.00	15.00	15.00	15.00	
358	SAFEBUILT - BUILDING	MECHANICAL PERMIT (UNIT VENTILATORS)	EACH	10.00	10.00	10.00	10.00	
359	SAFEBUILT - BUILDING	MECHANICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
360	SAFEBUILT - BUILDING	PLUMBING PERMIT (BASE PERMIT)	EACH	45.00	45.00	45.00	65.00	
361	SAFEBUILT - BUILDING	PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)	EACH	9.00	9.00	9.00	9.00	
362	SAFEBUILT - BUILDING	PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)	EACH	9.00	9.00	9.00	9.00	
363	SAFEBUILT - BUILDING	PLUMBING PERMIT (INSPECTION ADDITIONAL)	EACH	45.00	45.00	45.00	45.00	
364	SAFEBUILT - BUILDING	PLUMBING PERMIT (INSPECTION FINAL)	EACH	45.00	45.00	45.00	45.00	
365	SAFEBUILT - BUILDING	PLUMBING PERMIT (INSPECTION HOURLY FEE)	EACH	60.00	60.00	60.00	60.00	MINIMUM TWO HOURS

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Master Fee Resolution - Schedule of Fees								
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				2015	2015	2016	2017	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	COMMENTS
366	SAFEBUILD - BUILDING	PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)	EACH	50.00	50.00	50.00	50.00	
367	SAFEBUILD - BUILDING	PLUMBING PERMIT (MANHOLES-CATCHBASINS)	EACH	10.00	10.00	10.00	10.00	
368	SAFEBUILD - BUILDING	PLUMBING PERMIT (MEDICAL GAS INSTALLATION)	PER OUTLET	8.00	8.00	8.00	8.00	
369	SAFEBUILD - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER 1/4" TO 2")	EACH	10.00	10.00	10.00	10.00	
370	SAFEBUILD - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER OVER 2")	EACH	20.00	20.00	20.00	20.00	
371	SAFEBUILD - BUILDING	PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)	EACH	10.00	10.00	10.00	10.00	
372	SAFEBUILD - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 6")	EACH	25.00	25.00	25.00	25.00	
373	SAFEBUILD - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 6")	EACH	10.00	10.00	10.00	10.00	
374	SAFEBUILD - BUILDING	PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)	EACH	6.00	6.00	6.00	6.00	
375	SAFEBUILD - BUILDING	PLUMBING PERMIT (SUB-SOIL DRAINS)	EACH	9.00	9.00	9.00	9.00	
376	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/2")	EACH	30.00	30.00	30.00	30.00	
377	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/4")	EACH	23.00	23.00	23.00	23.00	
378	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1")	EACH	15.00	15.00	15.00	15.00	
379	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--2")	EACH	38.00	38.00	38.00	38.00	
380	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--3/4")	EACH	8.00	8.00	8.00	8.00	
381	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--OVER 2")	EACH	45.00	45.00	45.00	45.00	
382	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER SERVICE 2" TO 6")	EACH	25.00	25.00	25.00	25.00	
383	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER SERVICE LESS THAN 2")	EACH	10.00	10.00	10.00	10.00	
384	SAFEBUILD - BUILDING	PLUMBING PERMIT (WATER SERVICE OVER 6")	EACH	50.00	50.00	50.00	50.00	
385	SAFEBUILD - BUILDING	PLUMBING PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
386	SAFEBUILD - BUILDING	PLUMBING PERMIT (GREASE TRAP INSPECTION)	EACH	45.00	45.00	45.00	45.00	
387	SAFEBUILD - BUILDING	PROPERTY MAINTENANCE CODE APPEAL APPLICATION FEE	EACH	100.00	100.00	100.00	100.00	
388	SAFEBUILD - BUILDING	ROOFING PERMIT (RE-ROOF OVER OLD ROOF/1LAYERS MAX)	PER SQUARE	100.00	100.00	100.00	150.00	

CITY OF MUSKEGON								
Master Fee Resolution - Schedule of Fees								
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				2015	2015	2016	2017	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	COMMENTS
389	SAFEBUILT - BUILDING ROOFING PERMIT (STRIP THEN RE-ROOF)		PER SQUARE	200.00	200.00	200.00	250.00	
390	SAFEBUILT - BUILDING ROOFING PERMIT (STRIP, RE-SHEET, THEN RE-ROOF)		PER SQUARE	250.00	250.00	250.00	300.00	
391	SAFEBUILT - BUILDING	Telecommunications Outlets	1 - 10 Outlets	50.00	50.00	50.00	50.00	
392	SAFEBUILT - BUILDING	Telecommunications Outlets	11 - 20 Outlets	100.00	100.00	100.00	100.00	
393	SAFEBUILT - BUILDING	Telecommunications Outlets	Over 20 Outlets - Per Outlet	2.00	2.00	2.00	2.00	
394	MARINA	30 FOOT SLIP	EACH	1,740.00	1,740.00	1,740.00	1,835.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
395	MARINA	40 FOOT SLIP	EACH	2,400.00	2,400.00	2,400.00	2,525.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
396	MARINA	60 FOOT SLIP	EACH	3,050.00	3,050.00	3,050.00	3,220.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
397	MARINA	MULTIPLE SLIP RENTAL	RENT ADDITIONAL SLIP	0.00	0.00	0.00	0.00	ADDITIONAL 5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
398	MARINA	HARD ACCESS (SLIPS 37-46, 69) UNDER 27" ONLY	EACH	1,400.00	1,400.00	1,400.00	1,400.00	
399	MARINA	CLASS A MOORING	EACH	550.00	550.00	550.00	550.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
400	MARINA	CLASS B MOORING	EACH	450.00	450.00	450.00	450.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
401	MARINA	DAILY LAUNCH RAMP	EACH	10.00	10.00	10.00	10.00	
402	MARINA	SEASONAL LAUNCH RAMP STICKER	RESIDENT	40.00	40.00	40.00	40.00	
403	MARINA	SEASONAL LAUNCH RAMP STICKER	NON-RESIDENT	55.00	55.00	55.00	55.00	
404	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	RESIDENT	25.00	25.00	25.00	25.00	
405	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	NON-RESIDENT	40.00	40.00	40.00	40.00	
406	MARINA	END OF SEASON LAUNCH RAMP PERMIT	EACH	25.00	25.00	25.00	25.00	SOLD AFTER SEPTEMBER 15
407	MARINA	SMALL BOAT BASIN	EACH	900.00	900.00	900.00	950.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
408	MARINA	DRY STORAGE (RESIDENTS - CATAMARAN)	EACH	200.00	200.00	200.00	200.00	
409	MARINA	DRY STORAGE (NON-RESIDENTS - CATAMARAN)	EACH	300.00	300.00	300.00	300.00	
410	MARINA	CANOE & KAYAK STORAGE	PER SIX MONTHS	75.00	75.00	75.00	75.00	DRY STORAGE BASED ON VEHICLE LENGTH

CITY OF MUSKEGON								
Master Fee Resolution - Schedule of Fees								
(Effective 1/1/2017)								
				2015	2015	2016	2017	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	COMMENTS
411	MARINA	DRY STORAGE	PER LINEAL FOOT	14.50	14.50	14.50	14.50	DRY STORAGE BASED ON VEHICLE LENGTH
412	MARINA	TRAILER STORAGE	EACH	80.00	80.00	80.00	80.00	
413	MARINA	PERSONAL WATERCRAFT STORAGE	EACH	65.00	65.00	65.00	65.00	DOCKAGE FEE FOR JET SKI
414	MARINA	END OF SEASON LATE REMOVAL FEE	PER DAY MINIMUM	32.00	32.00	32.00	32.00	MINIMUM - FEE CHARGED BASED ON TRANSIENT VESSEL RATES (VESSEL LENGTH) PER STATE DNR
415	MARINA	SHOPPERS DOCK	EACH	10.00	10.00	10.00	10.00	\$10 PER 3 HOURS, 35' DOCKS ONLY
416	MARINA	COST TO MOVE CATAMARAN POST	EACH	60.00	60.00	60.00	60.00	COST TO MOVE EXISTING POST LOCATION
417	MARINA	EXTERNAL ELECTRIC FEE	PER MONTH				15.00	NEW FEE
418	PLANNING	PRECINCT MAPS (LARGE)	EACH	30.00	30.00	30.00	30.00	
419	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	130.00	130.00	130.00	130.00	HARD COPY
420	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	35.00	35.00	35.00	35.00	HARD COPY
421	PLANNING	DOWNTOWN PLAN COPY	EACH	30.00	30.00	30.00	30.00	HARD COPY
422	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	15.00	15.00	15.00	15.00	PROVIDED ON CD
423	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	15.00	15.00	15.00	15.00	PROVIDED ON CD
424	PLANNING	DOWNTOWN PLAN COPY	EACH	15.00	15.00	15.00	15.00	PROVIDED ON CD
425	PLANNING	OBSOLETE PROPERTY REHAB FILING & MONITORING FEE	EACH	1,000.00	1,000.00	1,000.00	1,000.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$500)
426	PLANNING	NEZ APPLICATION FEE	EACH	25.00	25.00	25.00	25.00	
427	PLANNING	IFT/CFT APPLICATION FEE	EACH	1,722.00	1,722.00	1,722.00	1,722.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$500)
428	PLANNING	IFT/CFT/OPRA/COMMERCIAL REHAB DISTRICT ESTABLISHMENT IF ON A SEPARATE MEETING FROM CERTIFICATE	EACH	0.00	0.00	500.00	500.00	
429	PLANNING	PERSONAL PROPERTY ABATEMENT FEE	EACH	1,722.00	1,722.00	1,722.00	1,722.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$400)
430	PLANNING	COMMERCIAL REHAB FILING/MONITORING FEE	EACH	1,000.00	1,000.00	1,000.00	1,000.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$500)
431	PLANNING	GROUNDWATER ORDINANCE APPLICATION FEE	EACH	750.00	750.00	750.00	750.00	
432	PLANNING	BROWNFIELD DEVELOPMENT APPLICATION FEE	EACH	2,500.00	2,500.00	2,500.00	2,500.00	IF TAX CAPTURE FEE BASED ON ACTUAL COSTS
433	PLANNING	LEISURE SERVICES MASTER PLAN	EACH	30.00	30.00	30.00	30.00	HARD COPY

CITY OF MUSKEGON								
Master Fee Resolution - Schedule of Fees								
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				2015	2015	2016	2017	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	COMMENTS
434	PLANNING	LEISURE SERVICES MASTER PLAN	EACH	15.00	15.00	15.00	15.00	CD
435	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (EACH ADDITIONAL PAGE)	EACH	0.25	0.25	0.25	0.25	
436	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (FIRST PAGE)	EACH	5.50	5.50	5.50	5.50	
437	POLICE	BIKE REGISTRATION (CHANGE OWNERSHIP)	EACH	2.00	2.00	2.00	2.00	
438	POLICE	BIKE REGISTRATION (DUPLICATE)	EACH	1.00	1.00	1.00	1.00	
439	POLICE	BIKE REGISTRATION (ENGRAVING)	EACH	0.00	0.00	0.00	0.00	NO CHARGE
440	POLICE	BIKE REGISTRATION (NEW)	EACH	2.00	2.00	2.00	2.00	
441	POLICE	CITATION COPY	EACH	5.50	5.50	5.50	5.50	
442	POLICE	FALSE ALARM FEE (4TH IN YEAR)	EACH	30.00	30.00	30.00	30.00	
443	POLICE	FALSE ALARM FEE (5TH IN YEAR)	EACH	60.00	60.00	60.00	60.00	
444	POLICE	FALSE ALARM FEE (6TH OR MORE IN YEAR)	EACH	75.00	75.00	75.00	75.00	
445	POLICE	LICENSE TO PURCHASE FEE	EACH	6.00	6.00	6.00	6.00	INCLUDES \$1.00 COST TO PROVIDE OWNER COPY OF INFORMATION AND \$5.00 NOTARY FEE
446	POLICE	LIQUOR - SPECIAL LICENSE - NEW EVENT (45 DAYS PRIOR TO EVENT)	EACH	250.00	250.00	150.00	150.00	
447	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, OUTSIDE CITY RATE (45 DAYS PRIOR TO EVENT)	EACH			125.00	125.00	
448	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, IN CITY RATE (45 DAYS PRIOR TO EVENT)	EACH			75.00	75.00	
449	POLICE	LIQUOR - SPECIAL LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	350.00	350.00	250.00	250.00	
450	POLICE	LIQUOR - SPECIAL LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	
451	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (45 DAYS PRIOR TO EVENT)	EACH	50.00	50.00	40.00	40.00	
452	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	75.00	75.00	60.00	60.00	
453	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	
454	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (45 DAYS PRIOR TO EVENT)	EACH	50.00	50.00	40.00	40.00	
455	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	75.00	75.00	60.00	60.00	
456	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	

CITY OF MUSKEGON								
Master Fee Resolution - Schedule of Fees								
(Effective 1/1/2017)								
				2015	2015	2016	2017	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	COMMENTS
457	POLICE	OUIL COST RECOVERY FEE	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	
458	POLICE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00	15.00	15.00	
459	POLICE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00	10.00	10.00	
460	POLICE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00	5.00	5.00	
461	POLICE	PRELIMINARY BREATH TEST	EACH	5.00	5.00	5.00	5.00	FOR COURT/PROBATION ORDERED TEST
462	POLICE	VIN INSPECTION	EACH	30.00	30.00	30.00	30.00	
463	POLICE	VEHICLE IMPOUND FEE (PRIVATE)	EACH	50.00	50.00	50.00	50.00	
464	POLICE	VEHICLE IMPOUND FEE (COURT-ORDERED)	EVERY 30 DAYS	50.00	50.00	50.00	50.00	
465	SPECIAL EVENTS	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
466	SPECIAL EVENTS	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
467	SPECIAL EVENTS	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
468	SPECIAL EVENTS	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
469	SPECIAL EVENTS	FILM & MUSIC EVENTS ADMINISTRATION FEE	EACH	50.00	50.00	50.00	50.00	
470	SPECIAL EVENTS	SPEICAL EVENTS HYDRANT USAGE	PER HYDRANT	100.00	100.00	100.00	100.00	THIS RATE INCLUDES INSTALLATION/REMOVAL AND TESTING
471	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	100.00	100.00	100.00	100.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
472	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED 45-59 DAYS PRIOR TO DATE OF EVENT	EACH	250.00	250.00	250.00	250.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
473	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED 30-44 DAYS PRIOR TO DATE OF EVENT	EACH	400.00	400.00	400.00	400.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
474	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	50.00	50.00	50.00	50.00	
475	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED 45-59 DAYS PRIOR TO DATE OF EVENT	EACH	200.00	200.00	200.00	200.00	
476	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED 30-44DAYS PRIOR TO DATE OF EVENT	EACH	300.00	300.00	300.00	300.00	

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477	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED LESS THAN 30 DAYS PRIOR TO DATE OF EVENT	EACH	500.00	500.00	500.00	500.00	
478	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - STRAIGHT TIME)	PER HOUR	40.00	40.00	40.00	40.00	
479	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - 1.5 OVERTIME)	PER HOUR	60.00	60.00	60.00	60.00	
480	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - TRIPLE OVERTIME)	PER HOUR	120.00	120.00	120.00	120.00	
481	TREASURER	DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT)	EACH	3.00	3.00	3.00	3.00	
482	TREASURER	PROPERTY TAX PROJECTION/ESTIMATE LETTER	EACH	20.00	20.00	20.00	20.00	
483	TREASURER	NSF CHECK/NSF ACH HANDLING CHARGE	EACH	30.00	30.00	30.00	30.00	
484	TREASURER	TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD)	EACH	5.00	5.00	5.00	5.00	
485	TREASURER	TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD)	EACH	12.00	12.00	12.00	12.00	
486	TREASURER	TRANSACTION SERVICE FEE (PAYMENTS MADE AT WINDOW/WO BILL)	EACH	2.00	2.00	2.00	2.00	
487	TREASURER	TRANSACTION ADMINISTRATIVE FEE (CREDIT CARD PAYMENTS BY PHONE)	EACH	5.00	5.00	5.00	5.00	
488	TREASURER	PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION)	EACH	5.00	5.00	5.00	5.00	
489	TREASURER	PROPERTY TAX ROLL ON CD-ROM OR ELECTRONIC FILE	EACH	125.00	125.00	125.00	125.00	
490	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (PERFORMED BY CITY STAFF)	EACH	35.00	35.00	35.00	35.00	PAYMENT IN ADVANCE W/CREDIT CARD REQUIRED
491	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (SELF-HELP INTERNET LOOKUP)	EACH	20.00	20.00	20.00	20.00	
492	TREASURER	PENALTY ASSESSMENT ON DELINQUENT TAXES	EACH	3.0%	3.0%	3.0%	3.0%	
493	TREASURER	PROPERTY TAX ADMINISTRATION FEE (PTAF)	EACH	1.0%	1.0%	1.0%	1.0%	
494	TREASURER	LANDLORD'S AFFIDAVIT FILING	EACH	300.00	300.00	300.00	300.00	
495	TREASURER	CREDIT CARD CONVENIENCE FEE	EACH		3.0% WITH \$2.00 MINIMUM	3.0% WITH \$2.00 MINIMUM	3.0% WITH \$2.00 MINIMUM	\$2.00 FLAT FEE PER TRANSACTION OF \$1.00 TO \$65.00 AND 3% FEE PER TRANSACTION OF \$65.01 AND GREATER
496	WATER FILTRATION	WATER TEST SAMPLE	PER SAMPLE	70.00	70.00	70.00	70.00	COVERS STAFF TIME AND LAB WORK
497	WATER-SEWER	DELINQUENT PAYMENT PENALTY	PAST DUE BALANCE	10.00%	10.00%	10.00%	10.00%	
498	WATER-SEWER	DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)	PAST DUE BALANCE	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	

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499	WATER-SEWER	HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE	EACH	50.00	50.00	50.00	50.00	\$400.00 REFUNDABLE DEPOSIT ALSO REQUIRED
500	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER PERMIT)	EACH	1,000.00	1,000.00	1,000.00	1,000.00	INCLUDES REPAIR AND POSSIBLE REPLACEMENT OF SERVICE
501	WATER-SEWER	METER REPLACEMENT AT OWNER'S REQUEST	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	
502	WATER-SEWER	METER RESET AT OWNER'S REQUEST	EACH	35.00	35.00	35.00	35.00	
503	WATER-SEWER	METER TEST	EACH	35.00	35.00	35.00	35.00	
504	WATER-SEWER	MISSED METER APPOINTMENT	EACH	25.00	25.00	25.00	25.00	
505	WATER-SEWER	TEMPORARY (MINIMUM 30 DAY) SERVICE	EACH	25.00	25.00	25.00	25.00	
506	WATER-SEWER	THAWING WATER/SEWER LINE	EACH	200.00	200.00	200.00	200.00	FIRST VISIT IS FREE - FEE CHARGED PER VISIT AFTER FIRST ONE EACH SEASON
507	WATER-SEWER	TURN ON CHARGE (AFTER HOURS)	EACH	100.00	100.00	100.00	100.00	CALL IN MINIMUM 3 HOURS
508	WATER-SEWER	TURN ON CHARGE (REGULAR HOURS)	EACH	25.00	25.00	25.00	25.00	
509	WATER-SEWER	TURN ON CHARGE (SEASONAL USE)	EACH	12.50	12.50	12.50	12.50	
510	WATER-SEWER	TURN ON CHARGE (MISSED APPOINTMENT - SAME DAY TURN ON)	EACH	40.00	40.00	40.00	40.00	
511	WATER-SEWER	TV SEWER LATERAL	EACH	100.00	100.00	100.00	100.00	FEE APPLIED TO SEWER PERMIT IF PROBLEM IS IN THE CITY'S PORTION OF SYSTEM
512	WATER-SEWER	UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)	EACH	200.00	200.00	200.00	200.00	
513	WATER-SEWER	UNAUTHORIZED WATER USE (ADDITIONAL CHARGE FOR CONT'D USE)	PER DAY	20.00	20.00	20.00	20.00	
514	WATER-SEWER	BACKFLOW PREVENTER DEVICE REGISTRATION/AUDIT FEE	ANNUAL FEE-EACH DEVICE	10.00	10.00	10.00	10.00	
515	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,000.00	1,000.00	1,000.00	1,000.00	
516	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1"	EACH	2,000.00	2,000.00	2,000.00	2,000.00	
517	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,000.00	4,000.00	4,000.00	4,000.00	
518	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 2"	EACH	6,800.00	6,800.00	6,800.00	6,800.00	
519	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00	12,800.00	12,800.00	
520	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00	20,000.00	20,000.00	
521	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00	40,000.00	40,000.00	

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522	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	TBD	TBD	TBD	TBD	BASED ON CALCULATED CAPACITY
523	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 2"	EACH	0.00	0.00	0.00	0.00	TIME & MATERIALS BASIS
524	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 4"	EACH	6,800.00	6,800.00	6,800.00	6,800.00	
525	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 6"	EACH	12,800.00	12,800.00	12,800.00	12,800.00	
526	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 8"	EACH	20,000.00	20,000.00	20,000.00	20,000.00	
527	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 12"	EACH	40,000.00	40,000.00	40,000.00	40,000.00	
528	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,000.00	1,000.00	1,000.00	1,000.00	
529	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1"	EACH	2,000.00	2,000.00	2,000.00	2,000.00	
530	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,000.00	4,000.00	4,000.00	4,000.00	
531	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 2"	EACH	6,800.00	6,800.00	6,800.00	6,800.00	
532	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00	12,800.00	12,800.00	
533	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00	20,000.00	20,000.00	
534	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00	40,000.00	40,000.00	
535	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	TBD	TBD	TBD	TBD	BASED ON CALCULATED CAPACITY
536	WATER-SEWER	STORM WATER CROSS CONNECTION SEWER TREATMENT CHARGE	PER DAY	0.00	0.00	0.00	0.00	***THIS FEE IS BEING REVIEWED BY THE CITY ATTORNEY'S OFFICE AND WILL BE UPDATE ONCE WE HAVE A RESPONSE
537	WATER-SEWER	LARGE WATERMAIN TAPS	EACH	200.00	200.00	200.00	200.00	PLUS TIME & MATERIALS
538	WATER-SEWER	SMALL WATER TAPS	EACH	50.00	50.00	50.00	50.00	SMALL TAP FEE UP TO AND INCLUDING 2' WATER SERVICE
539	WATER-SEWER	RESIDENTIAL FLAT RATE SEWER CHARGE	MONTH	28.70	32.18	32.18	39.64	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER
540	WATER-SEWER	COMMERCIAL FLAT RATE SEWER CHARGE	MONTH	36.15	40.81	40.81	49.55	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER
541	ZONING	SPECIAL MEETING FEE (PLANNING, ZBA)	PER REQUEST	500.00	500.00	500.00	500.00	
542	ZONING	FENCE PERMIT FEE	EACH	30.00	30.00	30.00	30.00	

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543	ZONING	LOT SPLIT REVIEW	EACH	30.00	30.00	30.00	30.00	
544	ZONING	ZONING, GIS MAPS (UP TO 17" x 24")	EACH	15.00	15.00	15.00	15.00	
545	ZONING	ZONING, GIS MAPS (17" x 24" TO 34" x 44")	EACH	25.00	25.00	25.00	25.00	
546	ZONING	PLANNED UNIT DEVELOPMENT (PUD)	EACH	0.00	0.00	0.00	0.00	
547	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - PRELIMINARY	EACH	500.00	500.00	500.00	500.00	
548	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - FINAL	EACH	500.00	500.00	500.00	500.00	
549	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - AMENDMENT	EACH	500.00	500.00	500.00	500.00	
550	ZONING	SIDEWALK BENCH ENCROACHMENT	PER BENCH PER MONTH	5.00	5.00	5.00	5.00	
551	ZONING	SITE PLAN REVIEW FEE - MINOR	EACH	200.00	200.00	200.00	200.00	
552	ZONING	SITE PLAN REVIEW FEE - MAJOR	EACH	400.00	400.00	400.00	400.00	
553	ZONING	PLANNING COMMISSION REVIEW	EACH	500.00	500.00	500.00	500.00	
554	ZONING	SPECIAL USE PERMIT	EACH	500.00	500.00	500.00	500.00	
555	ZONING	ALLEY OR STREET VACATION	EACH	500.00	500.00	500.00	500.00	
556	ZONING	ZONING COMPLIANCE LETTER	EACH	30.00	30.00	30.00	30.00	
557	ZONING	ZONE CHANGE	EACH	500.00	500.00	500.00	500.00	
558	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - COMMERCIAL	EACH	400.00	400.00	400.00	400.00	COMMERCIAL/INDUSTRIAL ONLY
559	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - RESIDENTIAL	EACH	200.00	200.00	200.00	200.00	RESIDENTIAL ONLY
560	ZONING	ZONING - AMENDMENT TO THE ORDINANCE	EACH	500.00	500.00	500.00	500.00	
561	ZONING	ZONING ORDINANCE COPY	EACH	25.00	25.00	25.00	25.00	
562	ZONING	ZONING ORDINANCE COPY W/ MAP	EACH	45.00	45.00	45.00	45.00	
		NR * = FEES APPLICABLE TO NON-RESIDENTS OF THE CITY						

Commission Meeting Date: December 13, 2016

Date: December 6, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Request to Deny & Accept Properties that did not
Sell During the Tax sale for 2016

SUMMARY OF REQUEST:

The County of Muskegon held two delinquent tax auctions during 2016. There were fifty-three properties left after the last auction. According to the State's tax foreclosure laws, the City must state that they are not interested in obtaining them, otherwise the City will automatically receive ownership of the parcels. From the list that was provided, Planning and Community & Neighborhood Services have gone over the parcels to determine which ones to accept.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None.

MUSKEGON CITY COMMISSION

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

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

WHEREAS, the City of Muskegon does not want to acquire forty-five parcels;

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

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

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon shall not accept forty-five parcels that were remaining from the tax sale but will accept the remaining eight parcels.

Legal Descriptions that will Not be Accepted are as Follows:

1-Parcel # 24-036-400-0019-00

Address: 1054 W Sherman

Description: CITY OF MUSKEGON SEC 36 T10N R17W COM 33 FT N OF SE COR OF E 4/5 OF SE 1/4 OF SW 1/4 OF SE 1/4 TH N PAR WITH E LN SD SEC 627 FT TH E 501 FT TH S 360 FT TH E 200 FT TH S 267 FT TO THE N LN OF SHERMAN BLVD TH W 704 FT TO POB EXCEPT THE FOLLOWING COMMENCE AT SE COR SD SEC N 89D 41M 10 S W ALG S LN SD SE 1/4 A DIST OF 100 FT THE S 00 D 20M 54S W A DIST OF 267 FT TH S 89D 41M 10S E PAR WITH SD S LN OF SE 1/4 A DIST OF 100 FT TH S 00D 20M 54S E ALG E LN SD W 200 FT OF W 1/2 OF SE 1/4 OF SE 1/4 AS FOUND MONUMENTED A DIST OF 267 FT TO POB

2-Parcel #24-185-101-0009-10

Address: 1654 Dyson

Description: CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL S 20 FT LOT 9 & N 10 FT LOT 10 BLK 101

3-Parcel # 24-185-106-0004-00

Address: 1694 Manz

Description: CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 4 BLK 106

4-Parcel # 24-185-109-0020-00

Address: 1687 Elwood

Description: CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 20 BLK 109

5-Parcel # 24-205-014-0007-00

Address: 545 Marquette

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 14

6-Parcel # 24-205-035-0001-03

Address: 725 Ellifson

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 40 FT OF W 177 FT
OF S 214 FT OF N 239 FT OF BLK 35

7-Parcel # 24-205-049-0001-00

Address: Orchard Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 NORTH 12.7 FEET OF
SOUTH 100 FEET LOT 1 BLOCK 49

8-Parcel # 24-205-049-0019-95

Address: 582 Amity

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 40 FT OF S 155 FT
LOT 19 BLK 49

9-Parcel # 24-205-050-0020-40

Address: 750 Amity

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 44 FT OF S 132 FT
LOT 20 BLK 50

10-Parcel # 24-205-053-0005-50

Address: 586 Allen

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 40 FT S 132 FT LOT
5 BLK 53

11-Parcel # 24-205-057-0005-00

Address: 960 Williams

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 5 BLK 57

12-Parcel # 24-205-059-0003-00

Address: 629 Allen

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 59

13-Parcel # 24-205-066-0004-00

Address: 501 E Apple

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 66

14-Parcel # 24-205-066-0011-00

Address: Chestnut

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N ½ LOT 11 EXC E 6
FT BLK 66

15-Parcel# 24-205-068-0001-10

Address: 1073 Williams

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 45 FT LOT 1 BLK 68

16-Parcel # 24-205-073-0008-00

Address: 748 Catherine

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 73

17-Parcel #24-205-077-0013-10

Address: 530 Catherine

Description: CITY OF MUSKEGON REVISED PLAT 1903 S 74 FT LOT 13 BLK 77

18-Parcel # 24-205-083-0005-00

Address: 685 Catherine

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 5 BLK 83

19-Parcel # 24-205-090-0014-00

Address: 618 Catawba

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 14 BLK 90

20-Parcel # 24-205-230-0006-00

Address: 132 Delaware

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 230 LOT 6

21-Parcel # 24-205-239-0010-10

Address: 1183 Terrace

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 ELY 94 FT LOT 10
BLK 239

22-Parcel # 24-205-241-0006-10

Address: 34 E Isabella

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 43.5 FT OF S 78 FT
OF LOT 6 BLK 241

23-Parcel # 24-205-245-0007-00

Address: 252 E Isabella

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WLY 51 FT LOT 7
BLK 245

24-Parcel # 24-205-249-0010-00

Address: 369 E Isabella

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 60 FT LOT 10 &
NWLY 2.4 FT OF SWLY 60 FT LOT 9 & NELY 5 IN OF SELY 19.7 FT OF NWLY
68.6 FT LOT 11 BLK 249

25-Parcel # 24-205-253-0010-10

Address: 1261 Terrace

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 38.7 FT OF E 97 FT
OF LOT 10 BLK 253

26-Parcel # 24-205-253-0012-00

Address: 119 E Isabella

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WLY 44 FT LOT 12
BLK 253 ALSO DESC AS W 2/3 LOT 12 BLK 253

27-Parcel # 24-205-275-0009-10

Address: 72 E Grand

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 OF S 14.25 FT LOT 8 & E 1/2 LOT 9 BLK 275

28-Parcel # 24-205-281-0002-00

Address: 1524 Hoyt

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 35 FT 8 IN LOT 2 BLK 281

29-Parcel # 24-205-294-0011-00

Address: 1617 Smith

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 11 BLK 294

30-Parcel # 24-205-296-0017-00

Address: 1725 Wood

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 17 & S 7 1/2 FT LOT 18 BLK 296

31-Parcel # 24-205-297-0024-00

Address: 1691 Smith

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 24 EX S 3.5 FT TH'OF & S 1/2 LOT 25 BLK 297 ALSO COM AT NE COR LOT 26 TH S 41 FT FOR POB TH CONT S 4 FT TH W 125.22 FT TH N 4.03 FT TH E 125.22 FT TO POB

32-Parcel # 24-205-298-0020-00

Address: 1709 Pine

Description: CITY OF MUSKEGON REVISED PLAT 1903 N 22 1/2 FT LOT 20 & S 15 FT LOT 21 BLK 298

33-Parcel # 24-205-307-0002-00

Address: Pine St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 20 FT OF LOT 2 BLK 307

34-Parcel # 24-205-339-0005-00

Address: 593 W Webster

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 33 FT OF LOT 5 BLK 339

35-Parcel # 24-205-375-0002-00

Address: 1363 7th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 EX W 40 FT BLK 375

36-Parcel # 24-205-406-0007-00

Address: 329 Washington

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 406

37-Parcel # 24-205-418-0003-00

Address: 1514 Park

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 418

38-Parcel # 24-205-433-0006-00

Address: 695 W Southern

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 BLK 433

39-Parcel # 24-255-001-0007-00

Address: 1844 McIlwraith

Description: CITY OF MUSKEGON EASTLAWN SUB DIV OF BLKS 3-4 & 5 R P
EASTONS 2ND SUB DIV LOT 7 BLK

40-Parcel # 24-613-000-0789-00

Address: 1227 Adams

Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 W 55 FT LOT
789

41-Parcel # 24-665-000-0149-00

Address: 868 W Hackley

Description: CITY OF MUSKEGON ORCHARD GROVE ADDITION LOTS 149 &
150

42-Parcel # 24-665-000-0413-00

Address: 2347 Hudson

Description: CITY OF MUSKEGON ORCHARD GROVE ADDITION LOT 413

43-Parcel # 24-745-000-0049-00

Address: 1304 Emerson

Description: CITY OF MUSKEGON ROSELINDE ADD LOT 49

44-Parcel # 24-763-001-0026-10

Address: 367 E Holbrook

Description: CITY OF MUSKEGON SUB DIV OF LOTS 2-3 BLK 1 R P EASTONS
2ND SUB DIV PART OF SEC 32 LOTS 26-28 BLK 1 EXC E 40 FT & W 45 FT TH'OF

45-Parcel # 24-779-001-0007-10

Address: McCracken

Description: CITY OF MUSEKGON SUB DIV OF BLOCK 651 S 35.92 FT OF LOT 7
BLK 1 ALSO THAT PART OF VAC N/S ALLEY BEING S 34.54 FT OF SD ALLEY

Legal Descriptions that will be Accepted are as Follows:

1-Parcel # 24-205-022-0002-00

Address: 553 Jackson

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 & N 150 FT
LOT 3 BLK 22

2-Parcel # 24-205-152-0008-20

Address: 365 Sumner

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 ELY 44 FT LOTS 8 9
& 10 BLK 152

3-Parcel # 24-205-194-0007-00

Address: 332 E Walton

Description: CITY OF MUSKEGON REVISED PLAT 1903 E 1/4 LOT 6 AND W 1/2 LOT 7 BLK 194

4-Parcel # 24-205-249-0004-10

Address: 376 Catherine

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 60 FT LOT 4 BLK 249

5-Parcel # 24-205-378-0006-00

Address: 1246 5th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 46 FT LOT 6 BLK 378

6-Parcel # 24-205-378-0006-10

Address: 1252 5th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 44 FT OF SLY 86 FT LOT 6 BLK 378

7-Parcel # 24-205-449-0009-00

Address: 324 W Larch

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 9 FT LOT 8 & W 29 FT LOT 9 BLK 449

8-Parcel # 24-205-377-0001-00

Address: 1245 5th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 EX SELY 79.5 FT TH'OF & E 1/2 OF LOT 2 EX SELY 79.5 FT TH'OF BLK 377

Adopted this 13th day of December, 2016

Ayes:

Nays:

Absent:

By: _____
Stephen Gawron, Mayor

Attest: _____
Ann Marie Meisch, MMC
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 13, 2016.

By: _____
Ann Marie Meisch, MMC
Clerk

COMMISSION MEETING DATE: December 13, 2016

Date: December 5, 2016

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: All Season Rescue Water Craft (Fire)

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of \$67,500.00 for a 20' Rescue Water Craft for the Muskegon Fire Department. This specialty rescue boat will replace the 1988 "Scat" hovercraft, which is no longer in service due to being unrepairable. The selected rescue craft is made by Duck Water Boats in Dover, Ohio. This craft would enable Fire the ability to perform in four (4) seasons with a focus on open water/ice rescue during the winter months. The craft is propelled by "air power", supplied by a Levator Marine V8 550 HP motor. The vessel comes with a venture trailer for swift/easy deployment when/where it's needed.

This equipment will enhance our ability to perform in harsh winter conditions and provide other services needed during the rest of the year, including river rescue and mobility in wet lands, which is not existent at this time.

FINANCIAL IMPACT:

N/A – Budgeted

BUDGET ACTION REQUIRED:

Equipment was budgeted in the 2016/2017 budget cycle to support the equipment upgrade (*404 Public Improvement Fund*).

STAFF RECOMMENDATION:

Staff recommends approval of this rescue craft purchase to update and enhance essential winter/ice rescue capabilities.

Page 12/05/15



Duck Water Boats Inc.
3817 Blacksnake Hill Rd.N.E.
Dover , Ohio 44622
Phone Number: 330-602-9008

Invoice No. 12334

INVOICE

Customer

Name Muskegon Fire Dept
Address
City
Phone 231-750-4581

Date
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	Duck Water 20' Rescue boat with full console Hull constructed of 1/4" 5086 Marine Grade aluminum Hinged access panels to get to motor. Hull sides to be 1/4" aluminum Hull skin to 3/8" phenolic glued and mechanically fastened the cabin will be aluminum walk around with with zippered doors and the forward windshield to be sandwiched in aluminum.	\$61,750.00	
1	Venture galvanized trailer tandem axle 5200102LTB1	\$3,250.00	
1	Drop down bow mechanically ran.	\$2,500.00	
1	Levigator Marine 6.2L V8 550HP rigged with full exhaust all rubber hard lined Construction to be plasma cut. Drawings to be provided by Naval Engineer Hal Whitacre		

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #

Expires

SubTotal
Shipping & Handling
Taxes State

TOTAL **67,500**

Office Use Only

Best of Gunning!!!

Chief Lewis:

I would first like to say thank you for allowing us to go to Minnesota to research some airboats. The information was extremely useful in helping decide which boat would best suit our department, but also help answer the question if an airboat would be the best choice for our department.

After operating these boats, and talking to the sheriff departments using these, I think an airboat would be a great fit for our department. After discussing these boats with both departments we visited, they both agreed they were purchased for their ice rescue capabilities, they agreed with the versatility of these boats, they also get used for flooding conditions, rivers, and swamps, and are a very versatile tool they can use. Although the airboats are affected by windy conditions, they are also more forgiving than a hovercraft due to constant contact with the ice. After operating these boats, I was also impressed with the "close quarters" handling of these boats which was a concern of ours.

The hovercraft we have been using, was originally designed for recreational use, and with a crew of two on it, is only capable of hauling one victim, or possibly two if we leave a rescuer behind. The airboats we looked at, although are not given an actual rating, we were told can by the manufacturer, can carry about as many people you can hold. The Duck Water Boat we looked at was also designed to carry an ATV on the front deck if necessary. The Aitkin Co Sheriff Department we visited kept aftermarket ATV loading ramps to retrieve ATV's off of the ice if necessary. This carrying capability would be a great improvement over what we had when we have a large number of people trapped out on the ice, which has happened in years past. The airboat we are looking at also has a "grass rake" which is a drop down nose, which will assist with hauling unconscious victims out of the water, as well as providing an easy access to the water in the event of using the boat as a dive platform.

We had looked into three boats after doing some research, and the third boat, which was manufactured by Lake Assault, was eliminated, due to cost being outside our budget. The two boats we narrowed down to were Duck Water Boats Inc, and Diamondback Manufacturing LLC. Although both boats were very nice, and would fit our needs, the committee decided on the Duck Water Boats due to a couple of factors. First, and most importantly, this boat felt the most stable, and with the crew sitting lower, had a lower center of gravity. The Aitkin Co Sheriff Department we visited also stated they were very impressed with this characteristic of the boat, and stated they felt the boat would rarely feel as it would tip over, even while climbing ice shelves, and banks. Another selling point of this boat was the simplicity of use due to the fact they manufacture it with a steering wheel, instead of the use of a "stick" style steering. Another feature we liked about the Duck Water Boat was the partially enclosed cab, which is very nice while operating in extremely cold conditions. The layout of this boat would also allow for a larger open space up front for ice diving operations. The Duck Water Boat is also equipped with large "rub rails" around the boat adding to the durability of the boat. Although the Diamondback Boat had a nicer "fit and finish" it certainly did not outweigh the practical features of the Duck Water Boat.

In conclusion, we feel an airboat, with proper training, would be a great asset to our department with the large amount of water we are responsible for, and give us the ability best serve our citizens in the event of a water rescue.

Thank you for your time.

Lt. Chad Horn and the Airboat Committee

Commission Meeting Date: December 13, 2016

Date: December 6, 2016
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Renaissance Zone: Third Amendment to
Development Agreement- City of Muskegon and
Parkland Muskegon, Inc.**

SUMMARY OF REQUEST: To approve the attached Development Agreement ("Agreement") between the City of Muskegon ("City") and Parkland Muskegon, Inc. ("Company").

FINANCIAL IMPACT: There are assurances that the project will be completed that involve financial commitments to the City. They include a special assessment in the amount of \$400,000 to be placed in escrow which will be applied to the property if certain conditions are not met, as well as an escrow deposit of \$100,000 to be held by the City until a Certificate of Occupancy is granted for 47 units. In addition, a "profit sharing" clause in the amount of 10% to the City is included in the event the Project is sold and the net proceeds to the Company exceed \$6,700,000. In addition, the City agrees to take ownership of the lot adjacent to HighPoint Flats, as well as the area behind the properties on the block and will then improve the area behind the property as a parking lot with 90 spaces. Further, the Agreement is contingent upon the City's approval of a 15 year NEZ HighPoint Flats.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Third Amendment to Development Agreement between the City and the Company, and authorize the Mayor and Clerk to sign.

DRAFT
12/02/16

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS **THIRD AMENDMENT TO DEVELOPMENT AGREEMENT** is made this ____ day of November, 2016 (the "**Third Amendment**"), by and between the **CITY OF MUSKEGON**, a Michigan municipal corporation (the "**City**"), whose address is 933 Terrace Street, Muskegon, Michigan 49441, and **PARKLAND MUSKEGON, LLC**, a Michigan limited liability company of 75 W. Walton Suite A, Muskegon, Michigan 49440, and **PARKLAND MUSKEGON, INC.**, a Michigan corporation whose address is 75 W. Walton Suite A, Muskegon, Michigan 49440 (collectively the "**Company**") (collectively the "**City**" and the "**Company**" may be referred to as the "**Parties**").

RECITALS

WHEREAS, the Company and the City are parties to a certain Development Agreement, dated as of September 4, 2007, as amended by a certain First Amendment to Development Agreement dated as of March 26, 2013 (collectively the "**Development Agreement**"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Development Agreement; and

WHEREAS, the Parties agreed on terms and the Muskegon City Commission approved a Second Amendment to Development Agreement ("**Second Amendment**"), which was contingent upon the Company receiving approval of amendment applications from the Michigan Economic Development Corporation ("**MEDC**") for previously approved incentives; and

WHEREAS, the aforementioned contingency has been met and the Parties desire to enter into this Third Amendment to Development Agreement ("**Third Amendment**") for the mutual benefit of the Parties, to cure any default of the Company under the Development Agreement and Second Amendment, provide for other obligations; and

WHEREAS, the Parties wish to further amend the Development Agreement and Second Amendment on the terms and conditions set forth in this Third Amendment (collectively the "**Development Agreement**", "**Second Amendment**", and "**Third Amendment**" are referred to as the "**Agreement**").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS AND DEFINED TERMS.** The above recitals are hereby incorporated into this Third Amendment as if fully set forth herein.
2. **COMPANY AGREEMENT.** The following subsections in Paragraph 2 of the Development Agreement are amended to read as follows:

- 2.1 Redevelopment of the former Hackley Bank Building, at the corner of 1st Street and Western Ave. in downtown Muskegon, an 8 story structure constructed in 1916, to be renovated and adaptively reused as 47 market rate housing units on floors 3 through 8, and commercial units on the 1st and 2nd level (and possibly the lower level) (the "**Project**").
- 2.2 Unless otherwise amended by this Third Amendment, the performance of all other undertakings set forth in this application.

3. **SALE TO THE CITY.** The Parties agree to initially use the City Parking Lot identified in Paragraph 3 of the Second Amendment as a single large lot. However, if the Company determines that its guest, residents, tenants and owners are leaving the Project due to parking inconveniences, the Company may, with two (2) months written notice, inform the City of its need for parking restrictions and the parking allocation procedure set forth in the Second Amendment shall be implemented. In addition, the Parties agree to execute a ninety-nine (99) year lease for one dollar (\$1.00) in lieu of the non-revocable, appurtenant, perpetual and exclusive easement identified in Paragraph 3 of the Second Amendment, however, such lease to provide that Company shall Lease 47 spots (reserved for the Project) out of the 90 (or more) spots in the City Parking lot, and the remainder of the spaces shall be restricted such that the spaces may only be used for additional parking by the Company under the Agreement, or the employees, residents and guests of the developments and businesses located within the block bounded by First Street, Jefferson Avenue, Western Avenue and Clay Avenue.

4. **GARAGES AND ENTRANCE.** Until the garages identified in Paragraph 4 of the Second Amendment are constructed, the City may construct surface parking lots in the garage easement area for use as described in the Second Amendment. If Company constructs the garages, the garages must comply with the then existing City Codes.

5. **CLOSING.** Subject to the other provisions of this Third Amendment, the "**Closing**" of the transaction contemplated in Paragraph 3 of the Second Amendment will be held at a date and time agreed to by the Parties, within thirty (30) days of execution of this Third Amendment or final approval of the Neighborhood Enterprise Zone application by the City (as described in Paragraph 9 of this Third Amendment), whichever occurs later. If the Parties are not able to agree on such a date and time, the Closing will be at 2:00 p.m. on the 30th day, or the next business day if the 30th day is a holiday or weekend. At Closing, Seller will deliver copies of the plans of the 24 units previously planned to be built on the Property that is being transferred to the City.

6. **CONSTRUCTION TIMELINE.** The construction timeline outlined in Paragraph 9 of the Second Amendment is amended as follows:

- 6.1 The Company shall begin pressure-washing or sand blasting the exterior of the Project by November 15, 2016, or within two (2) weeks of the final approval of the Neighborhood Enterprise Zone application by the City, whichever is later (weather permitting and providing Ram Construction does not lay off its

workers and otherwise has sufficient workers available in the winter season, but no later than April 1, 2017).

- 6.2 The Company shall apply for building and construction permits by December 15, 2016, or within six (6) weeks of the final approval of the Neighborhood Enterprise Zone application by the City, whichever is later.
- 6.3 The Company shall complete the exterior renovation of the Project by September 1, 2017, which will include replacing or repairing the exterior walls, windows, panels, doors and entry ways of the Project, as more particularly described in the attached **Exhibit A**, except for sections of the exterior that must remain open to accommodate the interior renovations. Any exterior sections that are left unfinished to accommodate interior renovations and the new exterior fire escape shall be completed by June 30, 2018.
- 6.4 The Company shall complete the interior renovations of Floors 3 through 8 by June 30, 2018, which includes construction of 47 market rate housing units. The Company shall complete interior raw white box renovations of Floors 1 and 2 by November 1, 2018. For the purpose of this Agreement, "raw white box" shall include rough mechanical installation of rough fire suppression, rough HVAC, rough electrical and plumbing for the space, as well as filling the large holes in the first floor of the Project with concrete. It shall not include dry walling ceilings or walls, adding new interior walls, plugs and outlets, light fixtures, or painting.
- 6.5 The City and its departments shall ensure all building and construction permits and occupancy permits are issued in a timely manner and that no undue hardship is placed on the Company to receive these permits. The City shall also work with the Company to ensure that the Project can be built according to the specifications of the City and MEDC.

7. **SPECIAL ASSESSEMENT.** This paragraph replaces Paragraph 10 in the Second Amendment. In a manner that will not create interest expenses or penalties for the Company, a special assessment in the amount of four hundred thousand dollars (\$400,000.00) will be placed in escrow in November 2016 and applied to the December 2018 tax bill for the property located at 285 West Western Avenue ("**Special Assessment**"); however, if the Company meets the conditions outlined in Paragraph 6 of this Third Amendment, the City will not exercise its right to apply and collect the Special Assessment, and the Special Assessment will be discharged and deemed satisfied. The Special Assessment is in lieu of the previously described \$121,330 assessment identified in the Second Amendment. Nothing contained in this provision admits the Company's liability for the Special Assessment.

8. **ESCROW DEPOSIT.** Upon execution of this Third Amendment, the Company shall deposit one hundred thousand dollars (\$100,000.00) with the City to be held in escrow ("**Deposit**"). The Deposit shall be released from escrow to the Company within ten (10) days after Company receives a Certificate of Compliance or a Certificate of Occupancy on the 47 units. In the event the Company fails to meet the

conditions outlined in Paragraph 6 of this Third Amendment, and it is the sole fault of the Company, the Company shall forfeit and the City shall apply the Deposit against the balance of the Special Assessment outlined in Paragraph 7 of this Third Amendment.

9. **LISTING OF COMMERCIAL SPACE.** By February 1, 2017, the Company shall list the available commercial space in the Project with a licensed broker in the State of Michigan. The Parties acknowledge that the Company intends to either lease or sell the commercial space in the Project, and any sale of the commercial space shall not be deemed a default by the Company under the Agreement, or the Brownfield Development and Reimbursement Agreement dated August 27, 2012 (the “**Reimbursement Agreement**”), as amended, nor shall such sale result in the loss of any interest to be paid to the Company under the Reimbursement Agreement.

10. **BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT.** The Parties entered into the Reimbursement Agreement in which the Company is to receive reimbursement for certain eligible activities. Subject to the allowable sale of commercial units on the lower level and the first and second floors, outlined in Paragraph 9 above, in the event the Company sells the Project before the reimbursement of the eligible activities is completed under the Reimbursement Agreement and the net proceeds are in excess of six million six hundred fifty-eight thousand six hundred dollars (\$6,658,600.00), interest reimbursement to the Company shall automatically terminate. The Parties agree to seek approval of an amendment to the Reimbursement Agreement from the Brownfield Redevelopment Authority to increase the cap on eligible activities plus interest to \$1,000,000. The City shall retain the right to pay off the eligible activities early as is currently outlined in the Reimbursement Agreement.

11. **RESALE OF THE BUILDING AND CITY PROFIT SHARING.** Subject to the termination date below, the Parties agree that in the event the Project is sold, and the net proceeds to the Company exceed at closing (after selling commissions and closing costs) six million seven hundred thousand dollars (\$6,700,000.00), then ten percent (10%) of the net proceeds exceeding \$6,700,000.00 shall be paid to the City of Muskegon. If any portion of the Project is sold as a condominium unit, the net proceeds (after commissions and closing costs) shall not trigger the profit sharing defined herein, however, shall be included in the measuring when the \$6,700,000.00 threshold amount is reached. This provision in this agreement automatically terminates without cost to the Company one year after the expiration of the Neighborhood Enterprise Zone tax abatement.

12. **CONTINGENCY.** The obligations of the Company under the Agreement are contingent upon approval of a Neighborhood Enterprise Zone designation by the City and approval of a fifteen (15) year Neighborhood Enterprise Zone abatement application by the City and State of Michigan Tax Commission. The City agrees to work with the Company to seek approval from all necessary taxing and governmental authorities.

13. **MISCELLANEOUS.**

13.1 Entire Agreement. This is the entire agreement between the Parties regarding the subject matter of this Third Amendment. It may not be modified or amended except in a written amendment executed by both Parties.

13.2 Construction. The terms of this Third Amendment amend and modify the Development Agreement and Second Amendment as if fully stated therein.

13.3 Ratification. All other provisions of the Development Agreement and Second Amendment not specifically modified by this Third Amendment are preserved, confirmed and shall remain in full force and effect.

13.4 Counterparts. This Third Amendment may be signed in counterparts and delivered electronically or by facsimile, and each such counterpart and delivery will be a binding and valid execution and delivery of this Third Amendment.

13.5 Binding Nature. This Third Amendment shall be binding upon the Parties and their subrogees, successors, and permitted assigns.

13.6 Non-Transferrable. The Parties may not sell, assign or transfer their obligations under this Third Amendment, except with written consent of the other. Construction must be completed by a construction company hired by Parkland Muskegon, Inc.

13.7 Legal Counsel. Each of the Parties had the advice of legal counsel (or an opportunity to obtain the same) before entering into this Third Amendment and it is to be interpreted as if it were mutually drafted.

13.8 Authority. Each of the undersigned who execute this document on behalf of an entity represent and warrant that they are authorized by the appropriate agents, members, managers, directors or stockholders of the entity for the purpose of binding the entity to the obligations of this Third Amendment.

THIS THIRD AMENDMENT IS HEREBY EXECUTED ON THE DATE IDENTIFIED ABOVE.

CITY OF MUSKEGON, a Michigan municipal corporation

By: _____

Its: _____

PARKLAND MUSKEGON, INC., a Michigan corporation

By: _____

Jonathan Rooks

Its: President

Commission Meeting Date: December 13, 2016

Date: December 6, 2016

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE: Purchase of 235 Monroe

SUMMARY OF REQUEST: To approve the purchase of the property located at **235 Monroe Ave** (City of Muskegon revised Plat of 1903 Lot 3 Block 379) from Henry and Joanne Brown for the amount of \$4,000 (the City currently owns the adjacent parcel at 239 Monroe Ave).

FINANCIAL IMPACT: Program income from CDBG will be used for the purchase.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request and direct staff to proceed with a purchase agreement.

COMMITTEE RECOMMENDATION: None

Commission Meeting Date: December 13, 2016

Date: December 8, 2016
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Steve and Heather Strach for the new construction of a home at 335 Terrace Point Circle. The estimated cost for construction is \$250,384 and they are applying for a 12-year certificate. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT:

Taxation will be 50% of the State average for the next 12 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Steve and Heather Strach to construct a home at 335 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be good for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Steve and Heather Strach be approved.

Adopted this 13th day of December, 2016.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 13, 2016.

By: _____

Ann Meisch
City Clerk

Commission Meeting Date: December 13, 2016

Date: December 8, 2016
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Gregory and Cindy Ribesky for the new construction of a home at 347 Terrace Point Circle. The estimated cost for construction is \$304,360 and they are applying for a 12-year certificate. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT:

Taxation will be 50% of the State average for the next 12 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Gregory and Cindy Ribesky to construct a home at 347 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be good for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Gregory and Cindy Ribesky be approved.

Adopted this 13th day of December, 2016.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 13, 2016.

By: _____
Ann Meisch
City Clerk

Date: 12/13/16

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Salt Spreader

SUMMARY OF REQUEST:

Authorize staff to purchase 2 Henderson FHS Salt spreaders for \$18,807.00 each from Arista Truck Systems the lowest qualified bidder. These will replace the two oldest spreaders currently being used.

FINANCIAL IMPACT:

\$37,614.00

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase 2 Henderson FHS salt spreaders from Arista Truck Systems.



TO: Honorable Mayor and City Commissioners
FROM: Dwana Thompson, Affirmative Action and Risk Management Director
DATE: December 6, 2016
RE: RFP for Temporary Staffing Services Provider

SUMMARY OF REQUEST:

Approval to allow the Mayor and Clerk to sign the 2017-2019 Temporary Staffing Services provider contract with the lowest responsible bidder, Good Temps Temporary Staffing Services.

The City Clerk's Office ran the RFP public notice in The Muskegon Chronicle/Mlive as required. A pre-bid meeting was held on October 25, 2016 at 10:00 AM in the City Commission Chambers. Minutes were compiled and sent to all interested vendors. RFP solicitation resulted in five proposals, due on November 3, 2016 at 10:00 a.m. The bids were opened at 10:00 AM in the City Clerks office. Listed in the order of low bidder to high bidder, timely proposals were received from the following:

Staffing, Inc., 1635 W. Sherman Blvd., Norton Shores, MI 49441
Workforce, LLC, 5916 Harvey Street, Muskegon, MI 49444
GoodTemps, 271 East Apple Avenue, Muskegon, MI 49442
CEEP 2104 Leahy Street, Muskegon Heights, MI 49444
Elwood Staffing, 234 North River Ave. Suite A., Holland, MI 49424

Staffing, Inc., Workforce Staffing, CEEP, were not prepared to bid on the majority of the positions. Elwood's rates increased in this bid process, and they were no longer able to fill some of the positions that they had previously filled. This made Good Temps the lowest responsible bidder. Good Temps is fully prepared to handle all of the City's Temporary Staffing needs except the optional public safety positions of part-time police officer, and firefighter.

FINANCIAL IMPACT:

The 2017 projected temporary staffing services cost is approximately \$1,000,000 dollars.

BUDGET ACTION REQUIRED:

The 2017 budget allows for the financial resources.

COMMITTEE RECOMMENDATION:

The committee unanimously recommends awarding Good Temps as our 2017-2019 Temporary Staffing Services Provider.

STAFF RECOMMENDATION:

Staff recommends that the Temporary Staffing Services Contract be awarded to Good Temps Temporary Staffing Services as the lowest responsible bidder and allow the Mayor and Clerk to sign the contractual agreement.



CITY OF MUSKEGON CONTRACT FOR TEMPORARY STAFFING SERVICES

This Agreement is effective on the 1st day of January, 2017, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 (“City”) and GoodTemps Temporary Staffing Services, of 271 East Apple Avenue, Muskegon, MI 49442 (“Contractor”) with reference to the following facts:

Background

A. City requested sealed bid proposals from temporary staffing service providers to provide temporary employees to City within the Public Services Division (Parks, Cemetery, Highway, and Marina Departments), the Public Safety Department, the Farmers Market, the L.C. Walker Arena, as well as to provide general office, administrative services, and other areas within the City as deemed necessary by the City.

B. Contractor submitted a bid proposal to provide contract help for “temporary staffing employee” services for the City, on an as needed basis, in the named departments, general office and clerical services, and other areas as deemed necessary by the City.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Inclusion of Additional Agreements.** This Agreement includes, but may not be limited to the following:

- a. Invitations to bid and instructions to bidders;
- b. All descriptions of services not included in this Agreement but used in connection with the bidding process;
- c. The bid proposal and any requirement included with or attached to the bid documents and this Agreement; and
- d. Any specifications used in connection with this Agreement.

This Agreement, together with the documents described above, constitutes the Agreement between the parties and shall be considered as part of the Agreement as if attached or repeated herein.

In the event that there are inconsistencies within the Agreement, the Contractor shall immediately notify the City, in writing, for a determination, interpretation, clarification and/or prioritization of the inconsistencies.

2. **Services.** Contractor shall provide the following services relating to providing temporary staffing employees for the above listed services.

a. **Temporary Pre-employment Selection.** Subsequent to City identifying a position for temporary employment, Contractor shall review the credentials of each employee assigned to the City to confirm employee's ability to accomplish the essential functions of the position for which they will be assigned, City shall have the right to review each employee's credentials and verify the employee's suitability for the assigned position. The City shall have the right to reject an employee for any reason.

b. **Payroll Only Employee Services.** Contractor is engaged to provide payroll services as the employer of record for the Payroll Only Employee Services sourced by the City. Contractor is not required to recruit for this type of employee; the City staff will refer this employee to the Contractor. The Payroll Only Services in this agreement will only pertain to the L.C. Walker Arena positions.

c. **Background Screening.** Contractor shall perform an initial background check on each employee assigned to the City in adherence to our "Move-the-Box" Resolution/policy. The contractor shall conduct a driving history check on all assigned employees in adherence to the city's driving policy. The City may perform additional background checks as necessary.

d. **Drug Screening Program.** Contractor shall perform minimum 6 panel-saliva swab test drug screen for all employees. A 5-panel urine drug screen will be performed when saliva swab tests yield inconclusive results. All employees must be tested after making a conditional offer of employment. New hire, reasonable suspicion, accident/incident, and DOT random drug testing shall be at the expense of the Contractor. If Urine Test is required by City for other than reasons stated, the City will take responsibility.

3. **Equipment.** The City shall supply all safety equipment mandated for employees while on assignment with the City. Contract employees are responsible for their safety shoes.

4. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement.

5. **Contract Billing.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement, the amount set forth in the Contractor's bid proposal as follows:

Positions	Mark-Up	Payroll Only Rates
Office Temporaries: CSR1/ CSR2/ Administrative Assistant	37.5%	
Cemetery/ Parks/ Highway	37.5%	
Seasonal Beach Maintenance	37.5%	
Building Maintenance	37.5%	
Park/Beach Rangers	37.5%	
Farmers Market Manager/Master	37.5%	
Farmers Market Facility Supervisor/Assistant	37.5%	

Event Security Manager	37.5%	
Arena Concessions/Ushers/Ticket Takers/Ticket Sales	37.5%	35%
Arena Building Labor (Maintenance)	37.5%	30%
The following positions were proposed as an addendum and may or may not be filled by the contractor		
Marina Aides	37.5%	
Harbor Master	37.5%	

Pay raises given to contract employees through Contractor (GoodTemps Temporary Staffing Services) above the starting wage will have a mark-up of 37.5% above the amount of the raise.

The Contractor (GoodTemps Temporary Staffing Services) agrees to accept the cost of any increase in statutory tax or insurance, i.e., FICA, Medicare, FUI/FUTA, SUI, SUTA and Workers' Compensation costs.

6. **Assignments.** Work assignments are determined on an as-needed basis.

7. **Work Orders.** City shall submit work orders on an as-needed basis.

8. **Payment.** Contractor shall submit detailed invoices on a weekly basis for the prior week's services. Payments according to this agreement are invoiced and paid on a weekly basis. Requests for payment shall be submitted on a detailed invoice to the City weekly for the previous week. The City agrees that payment shall be due on NET 14 day terms. Electronic or ACH payment will be received by Friday of the same week as GoodTemps employee is paid for the prior week's work.

9. **Specific Reservations.** City reserves the right to discontinue its use of temporary employees from contractor as it determines appropriate.

10. **Terms and Termination.** This Agreement shall be effective beginning January 1, 2017, and shall remain in full force and at the same terms through December 31, 2019, with an option to renew for an additional term of one year, if mutually agreed upon by both parties as memorialized in a written and signed agreement.

11. **Commencement and Damages.**

a. **Commencement.** Contractor shall commence performance under this Agreement upon its execution. If the City submits a work order indicating that a position must be filled by a specific date and said work order is submitted fourteen (14) calendar days in advance of the specified date, the Contractor's failure to meet the commencement date shall be considered a violation or breach of this Agreement. In the event of a default of the Agreement, Contractor shall pay damages should the City have to provide substitute services and costs associated with the violation or breach. City shall determine its damages after conducting an investigation.

The City shall notify Contractor of any violation of the Agreement. It shall be the duty of Contractor to remedy a Contractor violation.

Failure to perform pursuant to this Agreement for a period in excess of five (5) consecutive scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is resolved and the Contractor is performing under the terms of the Agreement. Should Contractor be unable to perform, the City reserves the right to discontinue its use of temporary staffing employees from Contractor as it determines appropriate. Any contract thereby entered into with another contractor shall not release Contractor from liability to City for breach of this Agreement.

b. **Appeal.** The City's determination regarding damages shall be final and binding on both parties, unless appealed, in writing to the City Manager or his designee within ten (10) working days after notice. The City Manager or his designee shall grant Contractor an informal hearing upon such request. The decision of the City Manager shall be final and binding.

12. **Insurance and Indemnity.**

a. **City Insurance Requirement.** The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to City of Muskegon. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

b. **Worker's Compensation Insurance,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

c. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

d. **Automobile Liability,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

e. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess.

f. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (City of Muskegon, FINANCE & ADMINISTRATIVE SERVICES DIRECTOR, 933 Terrace St, PO Box 536, Muskegon, Michigan 49443-0536).

g. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:

- i. Two (2) copies of Certificates of Insurance for Workers' Compensation Insurance, if applicable;
- ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
- iii. If so requested, Certified Copies of all policies mentioned above will be furnished.

h. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.

13. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.

14. **General Provisions.**

a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, specify the position, department and location assigned, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.

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

c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights nor obligations contained in this Agreement without express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.

d. **Entire Agreement.** This Agreement and the documents specified in section 1 shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

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

f. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.

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

h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County District or Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

City-

Date: _____, 2016

CITY OF MUSKEGON

By: _____

Stephen P. Gawron
Mayor

And: _____

Ann Marie Meisch, MMC
City Clerk

Contractor-

Date: _____, 2016

By: _____

Richard J. Carlson
President/CEO
Goodwill Industries of West Michigan/
GoodTemps Staffing Services

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: December 6, 2016

RE: 2017 Salary Schedule and Fringe Benefits for Non-Represented Employees

SUMMARY OF REQUEST:

To approve and adopt the proposed salary ranges and salary schedules for the non-represented administrative, technical, professional, and supervisory employees for 2017 (\$2,000 lump sum payment across all classifications).

FINANCIAL IMPACT:

The changes will cost approximately \$75,000.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve and adopt the proposed salary schedules for non-represented employees for 2017.

COMMITTEE

RECOMMENDATION: None.

2017 NON-UNION SALARY SCHEDULE

11 STEPS

\$2,000 CASH PAYOUT NO INCREASE FOR STEPS IN RANGE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
RANGE I-A	81,343	84,011	86,679	89,346	92,014	94,683	97,339	100,018	102,686	105,354	108,023
RANGE I-B	74,650	77,096	79,541	81,988	84,431	86,877	89,322	91,769	94,212	96,658	99,103
RANGE II-A	69,040	71,298	73,555	75,813	78,071	80,329	82,589	84,846	87,104	89,362	91,619
RANGE II-B	66,196	68,351	70,505	72,661	74,815	76,970	79,126	81,280	83,436	85,591	87,747
RANGE III-A	63,353	65,405	67,456	69,508	71,561	73,611	75,664	77,716	79,766	81,819	83,870
RANGE III-B	58,989	60,912	62,835	64,759	66,681	68,604	70,527	72,449	74,374	76,297	78,219
RANGE IV	54,753	56,535	58,316	60,098	61,880	63,659	65,443	67,224	69,004	70,787	72,569
RANGE V	52,461	54,166	55,872	57,577	59,284	60,989	62,695	64,402	66,107	67,813	69,517
RANGE VI	49,486	51,092	52,698	54,303	55,909	57,515	59,120	60,727	62,335	63,941	65,546
RANGE VII-A	45,897	47,384	48,872	50,358	51,845	53,332	54,819	56,305	57,794	59,281	60,767
RANGE VII-B	43,154	44,549	45,945	47,340	48,736	50,133	51,527	52,923	54,318	55,715	57,110
RANGE VIII	40,786	42,102	43,418	44,736	46,052	47,368	48,683	50,002	51,317	52,635	53,951
RANGE IX	36,094	37,253	38,412	39,574	40,733	41,893	43,052	44,212	45,372	46,532	47,692
RANGE X	33,567	34,644	35,719	36,796	37,871	38,946	40,022	41,098	42,174	43,251	44,326
RANGE XI	30,683	31,662	32,643	33,622	34,601	35,582	36,560	37,540	38,520	39,500	40,480

CITY OF MUSKEGON
2017 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED TERM EMPLOYEES

Michigan Minimum Wage is \$8.90 as of January 1, 2017

<u>JOB TITLE</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>	<u>GRADE 5</u>	<u>GRADE 6</u>	<u>GRADE 7</u>
STEP 1							
STEP 2 BUILDING FACILITY CARETAKER	8.90	9.23	9.33	9.58	9.84	10.10	10.35
STEP 3 INTERN, EXCLUDING PARK INTERN	9.23	9.48	9.74	9.99	10.25	10.51	
STEP 4 MARINA AIDE PARK RANGER	9.23	9.48	9.74	9.99	10.25	10.51	10.76
STEP 5 FACILITY SUPERVISOR I SCHOOL CROSSING GUARD BEACH/PARK RANGERS (PUBLIC SAFETY)	10.25	10.66	11.07	11.48	11.89	12.30	12.71
STEP 6 FACILITY SUPERVISOR II ASSISTANT HARBOR MASTER	10.81	11.58	12.35	13.12	13.89	14.66	15.43
STEP 7 PARK INTERN	11.42	12.20	12.97	13.74	14.50	15.28	16.04
STEP 7 A FARMER'S MARKET MASTER HARBOR MASTER	12.04	12.81	13.58	14.35	15.12	15.89	16.66
STEP 7B POLICE OFFICER (PT)	14.7	15.23	15.75				
STEP 8							
BOARD OF CANVASSERS	\$65.00 per day						
BOARD OF REVIEW	\$75.00 per day						
RECEIVING BOARD	\$60.00 per day						
ELECTION WORKERS (INSPECTORS)	\$9.50 per hour						
ELECTION WORKER CHAIRPERSON	\$12.00 per hour						
ELECTION WORKER CO-CHAIRPERS	\$11.00 per hour						

STEP 9A	15.00	15.38	15.76	16.15	16.56	16.97	17.40
EVENT SECURITY MANAGER							

STEP 9B	21.07	22.12	23.19				
EVIDENCE/COURT OFFICER	START	1,000 HRS	2,000 HRS	SERVICE			

Date: December 13, 2016
To: Honorable Mayor and City Commissioners
From: City Clerk
RE: Kitchen 242 Contract

SUMMARY OF REQUEST: The City's agreement with Pioneer Resources to operate Kitchen 242 will expire in January 2017. The kitchen officially opened in July 2015 offering culinary classes and services to food entrepreneurs. The contract calls for the scheduling of the kitchen, educating food entrepreneurs, promotion, meeting local and state laws, reviewing applications, invoicing users, and actively seeking new users. Pioneer Resources has been instrumental in assisting with installation of kitchen equipment and supplying items to the kitchen as well as serving in an advisory capacity.

Pioneer Resources has gone through some organizational changes and lost some employees through retirement. Renae Hesselink has taken an active role in the kitchen since its inception at no cost devoting many hours each week. Her attached qualifications speak highly of her background and knowledge. She has been instrumental in seeking and finding grants for the kitchen and Power of Produce. We have asked and she has submitted a proposal to operate the kitchen through September 2017. She has given measurable benchmarks (attached) to mark the success of the plan that she has outlined.

FINANCIAL IMPACT: A contract not to exceed \$35,000 to be paid from funds allocated by the State of Michigan.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To authorize staff to sign an agreement with Renae Hesselink to operate Kitchen 242 through September 2017.

Proposal: The Management of Kitchen 242 @ the Muskegon Farmers Market

Proposed by: Renae Hesselink, 1137 Woodcrest St. Muskegon 49442 (231) 670-9722

Statement of Work:

Kitchen 242 has been officially open since July 2015. To date the majority of activity in the Kitchen has been culinary classes and several food entrepreneurs. Taking November 2016 as an example and probably the heaviest month in usage that we have had: the kitchen was booked 97 hours out of a possible 696 (excluding the Thanksgiving Holiday), 14% occupancy. Is it realistic that we will fill it 24 hours/day 7 days per week, probably not for a while. Pioneer Resources has been managing the kitchen and doing a very good job at making sure it has been kept clean and booking the schedule, and responding when requests come through. There however has not been much pro-active outreach to engage with potential users other than referring people to the website and touring when requests have come through.

All of that work needs to continue however I believe we can do significant outreach to build visibility and keep the possibility of food business start-ups at the forefront of our community. After researching the support that other incubator commercial kitchens in Michigan (ie: Detroit Kitchen Connect @ Eastern Market and the Starting Block in Hart) we need to do much more to support the start-up businesses utilizing Kitchen 242. My proposal consists of the following:

- Oversee the cleanliness of the Kitchen. Make sure users are properly cleaning up after themselves and monthly have a cleaning service (with commercial kitchen cleaning experience) come in to do a deeper cleaning to clean spaces like the range hood and filters, ovens, underneath equipment, seals around cooler and freezer doors, all that is needed to keep us compliant with food safety requirements in a commercial kitchen. This will become even more important as the activity levels increase. Mostly due to transition at Pioneer Resources, deep cleaning has not occurred except with the floors.
- Work with MDRAD and County Health Department on compliance for licensing, drop-in inspections and resolving any issues that may be found.
- Oversee the installation of another range hood and additional equipment and likely will happen in January 2017.
- Review applications for kitchen use. Keep files organized. Collecting any deposits for kitchen use.
- Walk new users through orientation and make sure they understand their responsibilities as a user.
- Booking reservations on the calendar.
- Invoicing users on a monthly basis for hours used and storage space utilized.
- Creating an on-boarding process for food start-up businesses that not just connects them with potential resources but works closely with them as a support system.
- Working with local retailers to encourage them to bring products from our entrepreneurs in to their stores to sell on their retail shelves.

- Marketing of the kitchen for use as well as the entrepreneurs that are making products to sell. Just started a blog on the www.kitchen242.com website that will feature them.
- Press releases out to the media regularly/monthly
- Continue to work with the chefs and other instructors to plan and coordinate culinary classes. They are entrepreneurs too even though they are not selling a product.
- Become an active member of the Commercial Kitchen Network in the state of Michigan that meets quarterly.
- Work closely with MDARD and MSU Product Center and refer clients to them as well as staying on top of food safety regulations and other hot topics.
- Hold quarterly/maybe monthly meetings inviting all entrepreneurs using the kitchen to network and provide an educational topic (ie: utilizing social media in your business) to help them be successful.
- Create a monthly newsletter as an outreach tool. We held the food entrepreneur workshop back in October 2016 with 44 people attending and calls since then asking when we are going to schedule another one. We should be communicating something to this group of people to keep them interested. A couple of them were very close and knew what they were doing so making sure K242 opportunity is kept in front of them.
- Hold more workshops like the one in October that can help us build our data base,
- Watch for and identify potential funding that may help with programming, equipment or help for the businesses working out of K242.
- Identify community partners and collaborate with them on various fronts. Promoting the kitchen for us, utilizing time in the kitchen for income or in exchange for services they may be able to provide.
- Work closely with the farmers market staff and city staff so that everyone that needs to be in the loop, is.
- Tracking the metrics needed to measure success and potential grant opportunities.
- Attending the Michigan Good Food Summit and the Michigan Made Food Conference and other related events/meetings that make sense and benefit our work at K242.
- Work with Pioneer Resources to establish some light food processing to compliment the gleaning program.
- Working with the Muskegon Area Food Hub pilot project to explore what can happen to utilize Kitchen 242 to supply produce to the food hub.
- Make sure we are compliant with OSHA (SDS) and any safety requirements.

Approach: This would be a part-time approach and I am proposing a period of time through September of 2017 at least, to make significant progress (metrics covered in another section below). The ultimate goal would be to create a full-time kitchen management position that can be paid for by the rental of the space. Implement the business plan. I am proposing a minimum of 20 hours/week initially to create and coordinate the on-boarding process and accomplish some marketing efforts and once a routine is established for some of the supporting systems, 15 hours/week. There will be busier times and I don't

want to remove flexibility from the schedule to miss opportunities. I am used to working on many projects at a time.

Methodology: I believe the best methodology that is needed right now is creating more awareness of 1) existence of the kitchen, 2) food start-up potential use and support. There are so many inexpensive ways to market this through presentations, social media, connecting with other kitchens, promoting with the vendors at the farmers market. Investing time right now into creating the on-board process is another necessity as well as telling the stories of those who are currently using the kitchen. We have a comprehensive business plan that needs to be executed.

While accomplishing all of that we certainly need to keep the kitchen clean and supporting a certain amount of administrative activities.

Qualifications:

- More than 35 years working in a business, 20 years in management roles. Experience in the following areas: purchasing, production control, sales, marketing and sustainability.
- My current work at Nichols is project based so I am used to managing projects and having to be flexible with my schedule as things drop in.
- Bachelor and Master degree in business, undergrad is marketing focused.
- ServSafe certified
- One year at coordinating the culinary classes at Kitchen 242
- Kitchen 242 advisory team. Co-wrote the business plan for Kitchen 242.
- Have been involved in gathering documentation or writing proposals/follow-up for grants received to date for the Kitchen specifically.

Schedule and Benchmarks: I propose that we set our benchmark based on usage in November 2016 which is 14% of the available hours. Moving forward setting the following goals:

Potential Revenue Based on \$15/hour rental fee	
• By April 2017 – 20% usage	\$25,416
• By June 2017 – 25% usage	\$31,770
• September 2017 – 35% usage	\$44,478

Cost: I propose that we set a not to exceed amount of \$35,000 through the end of September 2017. Assuming this would start in January 2017, monthly it would equate to approximately \$3800. Fees to attend conferences and quarterly meetings will come out of my fees.

I would propose that the City be responsible for the following costs:

- On-going cleaning supplies (Pioneer would have an estimate of those costs)

- Monthly Cleaning Contractor for a deep clean and quarterly a few more hours to clean the ovens and range hood (average of \$200/month)
- Annual subscription to Constant Contact (or like system) to be utilized for newsletters and communicating to potential users.
- Any major repairs that are needed.
- Utilities

I would track all of my hours and activities and provide a report monthly.

Payment Schedule: Monthly billing of \$3800 and the schedule may look like this:

- January 31, 2017 – 25/hours/week (pro-rate \$1900 for January 15 – January 20th)
- February 28, 2017 – 25/hours/week
- March 31, 2017 – 25/hours week – will be putting classes together for May – December
- April 30, 2017 – 20/hours/week
- May 31, 2017 – 20/hours/week
- June 30, 2017 – 20/hours week
- July 31, 2017 – 20/hours/week
- August 31, 2017 – 20 hours/week
- September 30, 2017 – 20 hours/week plus attending the Michigan Good Food Summit (additional 12 hours)
- October 31, 2017 – 20/hours/week (plus additional 12 hours for attending the Made in Michigan Food Summit)
- November 30, 2017 – 15 hours/week
- December 31, 2017 – 15 hours/week

Quarterly state-wide kitchen connect meetings and other meetings will be added into this schedule as dates become available.

Doing Business As: An independent contractor under my own name.

Commission Meeting Date: December 13, 2016

Date: December 7, 2016
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Set Public Hearing for Amendment to Brownfield Plan- P & G Holdings NY, LLC

SUMMARY OF REQUEST: To approve the attached resolution setting a public hearing for an amendment for the Brownfield Plan, and notifying taxing jurisdictions of the Brownfield Plan Amendment including the opportunity to express their views and recommendations regarding the proposed amendment at the public hearing. The amendment is for the inclusion of property owned by P & G Holdings NY, LLC, located at 920 Washington, 965 W. Western and 1330 Division, in the Brownfield Plan.

FINANCIAL IMPACT: Brownfield Tax increment Financing will be used to reimburse the developer for "eligible expenses" incurred in association with development of the Watermark project, which is approximately \$9,018,750, as well as \$240,000 to be reimbursed to the City of Muskegon for infrastructure improvements (W. Western Avenue). P & G Holdings NY, LLC cost for the development of the property is approximately \$30 million in private investment, resulting in a substantial increase in the local and school taxes generated by the property.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on December 6, 2016 and approved the Brownfield Plan Amendment and recommends the approval of the Brownfield Plan Amendment to the Muskegon City Commission.

Click here to view the [121316 BROWNFIELD PLAN AMENDMENT.pdf](#)

**RESOLUTION NOTIFYING TAXING UNITS,
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, &
MICHIGAN ECONOMIC GROWTH AUTHORITY;
AND CALLING PUBLIC HEARING REGARDING
APPROVAL OF AMENDMENTS TO THE BROWNFIELD PLAN OF THE
CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**

City of Muskegon
County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City offices, on the 13th day of December, 2016 at 5:30 o'clock p.m., prevailing Eastern Time.

PRESENT:

Members _____

ABSENT: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Muskegon, County of Muskegon, Michigan (the "City") is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), to create a brownfield redevelopment authority; and

WHEREAS, pursuant to Act 381, the City Commission of the City duly established the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, in accordance with the provisions of Act 381, the Authority has prepared and approved Brownfield Plan Amendments to include the Watermark Project, and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendments to the City Commission requesting its approval of the Brownfield Plan Amendments and

WHEREAS, prior to approval of the Brownfield Plan Amendments, the Muskegon City Commission desires to hold a public hearing in connection with consideration of the Brownfield Plan Amendments as required by Act 381; and

WHEREAS, prior to approval of the Brownfield Plan Amendments, the City Commission is required to provide notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture, the Michigan Department of Environmental Quality (MDEQ), and the Michigan Economic Growth Authority (MEGA) to express their views and recommendations regarding the Brownfield Plan Amendments.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Commission hereby acknowledges receipt of the Brownfield Plan Amendments from the Authority and directs the City Clerk to send a copy of the proposed Brownfield Plan Amendments to the governing body of each taxing jurisdiction in the City, MDEQ, and MEDC notifying them of the City Commission's intention to consider approval of the Brownfield Plan Amendments [after the public hearing described below].

2. A public hearing is hereby called on the 10th of January, 2017 at 5:30 p.m., prevailing Eastern Time, in the City Hall Commission Chambers to consider adoption by the City Commission of a resolution approving the Brownfield Plan Amendments.

3. The City Clerk shall notice said public hearing. The notice shall be not less than 10 days or more than 40 days before the date set for the public hearing

4. The notice of the hearing shall be in substantially the following form:

CITY OF MUSKEGON
COUNTY OF MUSKEGON, STATE OF MICHIGAN

PUBLIC HEARING ON AN AMENDMENT TO THE MUSKEGON BROWNFIELD
PLAN, AS APPROVED BY THE CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY

TO ALL INTERESTED PERSONS IN THE CITY OF MUSKEGON:

PLEASE TAKE NOTICE that the Muskegon City Commission of the City of Muskegon, Michigan, will hold a public hearing on January 10, 2017, at 5:30 p.m., prevailing Eastern Time in the City Hall Commission Chambers located at 933 Terrace Street, Muskegon, Michigan, to consider the adoption of a resolution approving a Brownfield Plan Amendment for the City of Muskegon Brownfield Redevelopment Authority pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended.

The property to which the proposed Brownfield Plan Amendment applies is:

Watermark Project
920 Washington Avenue, 965 W. Western Avenue and 1330 Division
Street
Muskegon, Michigan 49441

Copies of the proposed Brownfield Plan Amendment are on file at the office of the City Clerk for inspection during regular business hours.

At the public hearing, all interested persons desiring to address the City Commission shall be afforded an opportunity to be heard in regard to the approval of the Brownfield Plan Amendments for the City of Muskegon Brownfield Redevelopment Authority. All aspects of the Brownfield Plan Amendments will be open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the City Clerk.

This notice is given by order of the City Commission of the City of Muskegon, Michigan.

Ann Marie Meisch, City Clerk

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members

NAYS: Members

RESOLUTION DECLARED ADOPTED.

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on December 13, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

Commission Meeting Date: October 25, 2016

Date: December 13, 2016
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Authorize Muskegon County to Adopt and Enforce a Storm Water Runoff and Post-Construction Ordinance – SECOND READING

SUMMARY OF REQUEST:

Staff is requesting the approval of the resolution that will allow Muskegon County to administer and enforce a Storm Water Runoff and Post-Construction Ordinance on behalf of the City of Muskegon. This ordinance will require a landowner to obtain a Storm Water Permit from the County Drain Commissioners office before commencement of a project that includes any of the following: 1) requires Planning Commission approval 2) creates more than 10,000 sf of impervious surface 3) Disturbs, changes, disrupts more than 10,000 sf of existing impervious surface 4) Disturbs more than one acre of land 5) Is within 500 ft of the water's edge of a drainage course, wetland, lake or stream.

The application for a Storm Water Permit is \$600 and will be approved or denied within 30 days, however, most reviews can be completed within one to two weeks.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the ordinance

COMMITTEE RECOMMENDATION:

None

City of Muskegon
Stormwater Runoff and Post-Construction Control Ordinance

An Ordinance to provide for the administration of a stormwater runoff and post construction control program within Muskegon County in order to encourage and regulate the proper use and protection of natural resources, to provide for administration and enforcement, to establish civil penalties for violations, and to provide for reimbursement of costs incurred by the County Enforcing Agency pursuant to this Ordinance.

Whereas, land development alters the hydrologic response of watersheds, resulting in increased stormwater runoff rates and volumes, increased flooding, stream channel erosion, sediment transport and deposition, which damages the integrity of stream channels and their biological functions and;

Whereas, stormwater runoff produced by land development contributes to increased quantities of water-borne nonpoint pollutants, which can impair and destroy natural resources and;

Whereas, increased stormwater runoff rates and volumes, and pollutants associated with stormwater runoff from future development projects within the County will, absent reasonable regulation and control, adversely affect the County's water bodies and water resources, and those of downstream communities, and;

Whereas, Federal and State regulations require certain municipalities within and including the County, to implement a program of stormwater controls. These municipalities are required to obtain a permit for stormwater discharges from their Municipal Separate Storm Sewer Systems (MS4) under the National Pollutant Discharge Elimination System (NPDES), and;

Whereas; stormwater runoff and non-point source pollution can be controlled and minimized by the regulation of stormwater runoff from development and adopting the standards, criteria and procedures contained in the Stormwater Runoff and Post-Construction Control Ordinance (Stormwater Ordinance) and implementing it will address many of the harmful effects of stormwater runoff necessary for the preservation of the public health, safety and welfare of the County.

Therefore, be it resolved that the governing body of the City of Muskegon supports the Muskegon County Board of Commissioners to adopt a Stormwater Ordinance and, further, authorizes the County of Muskegon to implement and enforce the Stormwater Ordinance within the city in order to facilitate administrative reporting for the requirements associated with this municipality's stormwater permit requirements.

This resolution passed.

Ayes: _____

Nays: _____

CITY OF MUSKEGON

BY: _____

Stephen J. Gawron
Mayor

ATTEST: _____

Ann Meisch
Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission held on October 25, 2016. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____

Ann Meisch, City Clerk

Storm Water Runoff & Post-Construction Control Ordinance

Preamble

An Ordinance to provide for the administration of a storm water runoff and post construction control program within Muskegon County in order to encourage and regulate the proper use and protection of natural resources, to provide for administration and enforcement, to establish civil penalties for violations, and to provide for reimbursement of costs incurred by the County Enforcing Agency pursuant to this Ordinance.

Whereas, land development alters the hydrologic response of watersheds, resulting in increased storm water runoff rates and volumes, increased flooding, stream channel erosion, sediment transport and deposition, which damages the integrity of stream channels and their biological functions and;

Whereas, storm water runoff produced by land development contributes to increased quantities of water-borne nonpoint pollutants which can impair and destroy natural resources and;

Whereas, increased storm water runoff rates and volumes, and pollutants associated with storm water runoff from future development projects within the County will, absent reasonable regulation and control, adversely affect the County's water bodies and water resources, and those of downstream communities, and;

Whereas, Federal and State regulations require certain municipalities within and including the County, to implement a program of storm water controls. These municipalities are required to obtain a permit for storm water discharges from their Municipal Separate Storm Sewer Systems (MS4) under the National Pollutant Discharge Elimination System (NPDES);

Now, therefore be it resolved that; storm water runoff and non-point source pollution can be controlled and minimized by the regulation of storm water runoff from development and adopting the following standards, criteria and procedures contained in the Storm water Runoff and Post-Construction Control Ordinance (Storm Water Ordinance) and implementing it will address many of the harmful effects of storm water runoff, therefore, adopting the Ordinance is necessary for the preservation of the public health, safety and welfare of the County.

Whereas, after careful study of the proposed Storm Water Ordinance, the Muskegon County Board of Public Works has recommended adoption of the Ordinance to the Muskegon County Board of Commissioners.

Therefore, pursuant to the authority set forth in MCL 46.11(j) and MCL 324.9105(3), the Board of Commissioners of the County of Muskegon, Michigan, ordains:

Article 1. Short Title

This Ordinance shall be known, and may be cited, as the “Muskegon County Storm Water Runoff and Post Construction Control Ordinance.” All Articles, Sections, and other topical headings are for reference only and shall not be construed to be part of this Ordinance.

Article 2. Authority, Purpose, and Adoption of Rules

2.1. Authority

2.1.1. Applicable Statutes

The Storm water Ordinance is adopted in accordance with the Drain Code of 1956, as amended, being Act 40 of 1956, MCL 280.1, et seq.; the Land Division Act 288 of 1967, as amended, being MCL 560.101, et seq.; the Condominium Act 59 of 1978, as amended, being MCL 559.101, et. seq. the Revenue Bond Act of 1933, as amended, being MCL 141.101, et seq.; the Natural Resources and Environmental Protection Act, as amended, being MCL 324.101, et seq.; Section 401(p) of the Federal Water Pollution Control Act (also known as the Clean Water Act), as amended, being 33 USC 1342(p) and 40 CFR Parts 9, 122, 123 and 124; and other applicable state and federal laws.

2.1.2. Jurisdictional Overlap

This Ordinance shall not apply to properties within a city, village, or township in the County provided that the local municipality adopts an ordinance that is consistent with this Ordinance. The legislative body of a city, village, or township may adopt a resolution authorizing the County to implement the Ordinance within their jurisdiction to facilitate administrative reporting for requirements associated with state permit requirements.

2.2. Purpose

The purpose of this Ordinance is to set forth the minimum requirements for storm water management and control to protect public health, safety, and welfare within Muskegon County by providing for the administration and enforcement of the Muskegon County Storm Water Runoff and Post Construction Ordinance. No person, corporation, or governmental entity shall maintain or undertake an activity or earth change that alters infiltration and is governed by this Ordinance, except in compliance with this Ordinance, and pursuant to a Storm Water Permit issued by the County Enforcing Agency, if required.

Article 3. Definitions

3.1. Definitions.

The County hereby adopts by reference the definitions herein. In addition, the following definitions shall apply in the interpretation and enforcement of this ordinance:

3.1.1. Cease and Desist Order - An order that stops the work on a project due to a violation of this Ordinance or until said violation is corrected.

3.1.2. County Enforcing Agency (CEA) - An agency designated by the Muskegon County Board of Commissioners pursuant to be responsible for the administration and enforcement of this Ordinance.

3.1.3. Design storm - A rainfall event that has a specific statistical probability of occurring in any given year. For example, a 2-year design storm is a storm with a 50 percent chance of occurring during the year. Design storm figures are used to calculate the runoff volume and peak discharge rate through a detention or retention basin or other storm water management facility.

3.1.4. Detention - A system which is designed to capture storm water and release it over a given time period through an outlet structure at a controlled rate.

3.1.5. Discharge - The rate of flow of water through an outlet structure at a given point and time, measured in cubic feet per second (cfs).

3.1.6. Drain – Any drain maintained by the County Road Commission and any drain as defined in the Drain Code of 1956, as amended, being MCL 280.1, et. seq., other than an established county or inter-county drain.

3.1.7. Earth Change - A human-made change in the natural cover or topography of land, including cut and fill activities, which may result in or contribute to soil erosion or sedimentation of the waters of the State. Earth change does not include the practice of plowing and tilling soil for the purpose of crop production.

3.1.8. Enforcing Agent - A person designated by the County Enforcing Agency to carry out the provisions of this Ordinance.

3.1.9. Excess runoff - Surface runoff that cannot be accommodated satisfactorily by the natural or planned drainage systems.

3.1.10. Illicit Connection – Any method or means for conveying an illicit discharge into water bodies or the Community's storm water system whether enclosed or an open water ditch.

3.1.11. Impervious surface - Impermeable surfaces, such as buildings, paved driveways, parking areas, or roads which prevent the infiltration of water into the soil.

3.1.12. Infiltration - the process by which water on the ground surface enters the soil. Infiltration rate in soil science is a measure of the rate at which soil is able to absorb rainfall or irrigation. It is measured in inches per hour or millimeters per hour. The rate decreases as the soil becomes saturated. If the precipitation rate exceeds the infiltration rate, runoff will usually occur unless there is some physical barrier. It is related to the saturated hydraulic conductivity of the near-surface soil.

3.1.12. Lake - Means the Great Lakes and all natural and artificial inland lakes or impoundments that have definite banks, a bed, visible evidence of a continued occurrence of water, and a surface area of water that is equal to, or greater than, 1 acre. "Lake" does not include sediment basins and basins constructed for the sole purpose of storm water retention, cooling water, or treating polluted water.

3.1.13. Muskegon County Department of Public Works - The County Agency responsible for administration and enforcement of this ordinance in the name of the County of Muskegon, and including agents acting on behalf of or appointed by the Muskegon County Drain Commissioner for the administration and enforcement of this Ordinance.

3.1.14. Mitigation - Actions taken or required by the County Enforcing Agency to temporarily or permanently bring a parcel of land into compliance with this Ordinance.

3.1.15. National Pollutant Discharge Elimination System (NPDES) Storm Water Permit – a permit issued by the Michigan Department of Environmental Quality under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable to an individual, group, or general area-wide basis.

3.1.16. Notice of Completion - Upon satisfactory execution of the approved plans, permit conditions and other requirements imposed under this Ordinance, the landowner shall provide notice of completion to the County Enforcing Agency.

3.1.17. Notice of Intent to File Lien - Written notice to the owner of a property of intent to file a property lien to secure repayment of mitigation expense, including legal expense associated with a particular mitigation effort. Outstanding liens on property will be collected according to Article 7, “ for Expense”.

3.1.18. Notice of Intent to Mitigate - Notice to the owner of a property in violation of this Ordinance of intent to conduct mitigation to bring the site into compliance with this Ordinance.

3.1.19. Notice of Taking Action - Legal notice to the owner of a property in violation of this Ordinance of action already taken to remove an immediate threat to natural resources, property or public safety.

3.1.20. Notice of Violation - Written notice to the owner of a property that activity at that site is in violation of this Ordinance. The Notice of Violation shall contain a description of the violation, what must be done to remedy the violation, and the time frame in which such corrective action must be taken.

3.1.21. Outfall - The point where water flows out from a conduit, drain, or stream.

3.1.22. Outlet - A stream or facility discharging the flow from a basin, drain, or other storm water management facility.

3.1.23. Peak Rate of Discharge (peak flow) - The maximum calculated rate of storm water flow at a given point in a channel, watercourse, or conduit resulting from a predetermined frequency storm or flood, measured in cubic feet per second (cfs).

3.1.24. Pollutant - A substance discharged which includes, but is not limited to the following: any dredged spoil, solid waste, vehicle fluids, paints, varnishes and solvents, cooking grease, detergents, degreasers, cleaning chemicals, herbicides, pesticides, floatables, fecal coliform and pathogens, concrete and cement, yard wastes, animal wastes, agricultural waste products, sediment, incinerator residue, sewage, garbage, chemical wastes, biological wastes, radioactive materials, heat, wrecked or discharged equipment, industrial, municipal, commercial and agricultural waste, or any other contaminant or other substance defined as a pollutant under the Clean Water Act.

3.1.25. Regional Detention Basin - A basin to detain water flow from a number of development sites or a small watershed.

3.1.26. Retention - A system which is designed to capture storm water and contain it until it infiltrates into the soil or evaporates.

3.1.27. State of Michigan Water Quality Standards - All applicable State rules, regulations, and laws pertaining to water quality, including the provision of Section 3106 of Part 31 of Public Act 451 of 1994, as amended.

3.1.28. Storm frequency - The average period of time during which a storm of a given duration and intensity can be expected to be equaled or exceeded.

3.1.29. Storm water management

- a. For quantitative control, a system of vegetative and structural measures that control the increased volume and rate of surface runoff caused by human-made changes to the land; and

- b. For qualitative control, a system of vegetative, structural, and other measures that reduce or eliminate pollutants that might otherwise be carried by surface runoff.

3.1.30. Storm water Runoff - The runoff and drainage of precipitation resulting from rainfall or snowmelt or other natural event or process.

3.1.31. Stream - A river, creek, or other surface watercourse which may or may not be serving as a drain, as defined in the drain code, and which has definite banks, a bed, and visible evidence of the continued flow or continued occurrence of water, including the connecting waters of the Great Lakes.

3.1.32. Wetland - Land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh, and which is any of the following:

- i. Contiguous to the Great Lakes or Lake St. Clair, an inland lake or pond, or a river or stream.
- ii. Not contiguous to the Great Lakes, an inland lake or pond, or a river or stream; and more than 5 acres in size.
- iii. Not contiguous to the Great Lakes, an inland lake or pond, or a river or stream; and 5 acres or less in size if the Michigan Department of Environmental Quality (MDEQ) determines that protection of the area is essential to the preservation of the natural resources of the state from pollution, impairment, or destruction and the MDEQ has so notified the owner.

Article 4. Administration and Enforcement

4.1. County Enforcing Agency - The Muskegon County Drain Commissioner is the County Enforcing Agency responsible for administering and enforcing this ordinance within Muskegon County, except for those areas of the county where a local (MS4) municipal program is in effect. The County may contract with another local unit of government, municipal department, or other experienced and qualified individuals, parties or entities that would assist the County in performing site reviews, surveys, inspections, or monitoring.

4.2. Relief from Personal Responsibility - The County Enforcing Agency, or any other county employee or officer charged with duties and responsibilities pursuant to this Ordinance, while acting within the scope of their authority, are hereby relieved from all personal liability for damages to persons or property resulting from the exercise or discharge of their duties. Any civil or criminal action brought against an officer or employee of the County, while acting within the scope of authority granted under this Ordinance, may be defended by the legal representative of the County until final termination of proceedings. If a judgment for damages is awarded against the above mentioned officers or employees as a result of a civil action for personal injury or property damage caused while acting within the

scope of the individual's employment or while acting within the scope of authority of this Ordinance, the County of Muskegon may pay, or compromise, the judgment.

4.3. Duties of the County Enforcing Agency - It shall be the responsibility of the County Enforcing Agency to enforce the provisions of this Ordinance, and in doing so, to perform the following duties:

4.3.1. Review Storm Water Permit Applications and Plans

Applications for permits required by this Ordinance shall be submitted to the County Enforcing Agency on the forms provided by the County Enforcing Agency and shall contain all required and/or necessary information to allow the County Enforcing Agency to evaluate the application. The County Enforcing Agency is not required to evaluate incomplete applications or applications submitted without the required or necessary information or supporting documentation. Storm Water Permit applications and plans will be reviewed in accordance with the rules defined under 5.1.

4.3.2. Issue Permits and Certificates

The County Enforcing Agency shall issue Storm Water Permits when applicable provisions of this Ordinance have been fulfilled.

4.3.3. Maintain Records

Records for active Storm Water Permits shall be available for public inspection during regular business hours. Upon written request, copies of documents may be furnished at cost to any person consistent with policy of the Board of Commissioners.

4.3.4. Mitigation

The County Enforcing Agency may, but is not required to, conduct such activity as is deemed necessary to remove an immediate threat to environmental resources, property or public safety in accordance with the Drain Code of 1956, as amended, being Act 40 of 1956, MCL 280.1, et seq.; the Land Division Act 288 of 1967, as amended, being MCL 560.101, et seq.; the Condominium Act 59 of 1978, as amended, being MCL 559.101, et seq.; the Revenue Bond Act of 1933, as amended, being MCL 141.101, et seq.; the Natural Resources and Environmental Protection Act, as amended, being MCL 324.101, et seq.; Section 401(p) of the Federal Water Pollution Control Act (also known as the Clean Water Act), as amended, being 33 USC 1342(p) and 40 CFR Parts 9, 122, 123 and 124; and other applicable state and federal laws.

4.3.5. Prepare Invoices and Record Liens

Invoices for mitigation expense shall be mailed by certified mail to the owner(s) of the land on which the violation occurred. Pursuant to MCL 324.9120, property liens against the land in violation shall be recorded at the Muskegon County Register of Deeds for all invoices remaining unpaid thirty (30) days after mailing. The owner of the land shall be responsible for all costs associated with the recording and subsequent release of a lien.

4.3.6. Legal Remedy

The County Enforcing Agency shall have all legal remedies available under this Ordinance which include, but are not limited, to the issuance of a Notice of Violation, a Cease and Desist Order, and/or a municipal civil infraction citation to the property owner, contractor, or individual who is not the property owner and who violates this Ordinance. The County Enforcing Agency may also take other legal action deemed appropriate against an individual or the owner of a property in violation.

4.3.7. Official Copies

The County Enforcing Agency shall maintain one official copy of this Ordinance, which shall be available for public inspection during regular office hours.

4.3.8. Inspections

The County Enforcing Agency is empowered to conduct inspections of property in order to properly carry out the enforcement of this Ordinance.

4.3.9. Document Retention

Permits, plans and associated documents for all projects, permitted under this ordinance, may be disposed of twenty-five years after filing the final construction certification and coinciding with termination of post construction maintenance responsibilities.

4.4. Interpretation

The County Enforcing Agency shall have full authority to make interpretations as to the scope and applicability of this Ordinance, including but not limited to determinations of violations, acceptability of plans and sureties, necessity for mitigation, and substantial completion. All such determinations by the County Enforcing Agency are considered final.

4.5. Fees, Fines and Sureties

4.5.1. Fees and Fines.

The County shall periodically adopt a schedule of fees and fines to cover the cost of administration and enforcement of this Ordinance. Adjustment of the schedule of fees and fines will not invalidate other provisions of this Ordinance. All permit fees shall be doubled if work starts without a permit.

4.5.2. Sureties.

Financial surety in a form acceptable to the County Enforcing Agency may be required as a condition of a Storm Water Permit. Surety is required for all commercial Storm Water Permits with disturbances of 3 acres or more. At the permittee's choosing, the surety shall be in the form of cash, bond, certified check or irrevocable bank letter of credit in forms acceptable to the County Enforcing Agency.

4.5.3. Return of Surety.

Unused portion of sureties shall be returned within sixty (60) days after filing the final construction certification with the County Enforcing Agency.

Article 5. Application, Plan, Approval Standards, and Post Construction Standards

5.1. Application

A person, corporation, or governmental entity shall not maintain or undertake an earth change governed by this Ordinance, except in compliance with this Ordinance. The Storm Water Permit Application form and Storm Water Permit form shall contain all information required by this Ordinance. An Application, together with instructive information as deemed appropriate, shall be provided at no cost to each applicant by the County Enforcing Agency. The County Enforcing Agency shall approve or deny an application for a Storm Water Permit within 30 days after the filing of a complete application for a Storm Water Permit and the payment of the appropriate fees and sureties.

5.2. Storm Water Plan, Approval Standards, Construction Certification, and Post Construction Maintenance

A person shall prepare a storm water control plan for any earth change identified under 5.3.1. A person shall design the plan in accordance with current Best Management Practices (BMPs) or Low Impact Design (LID) methods for storm water management to effectively reduce and control storm water flows, retain / detain waters on-site, and reduce peak discharge rates. The plan shall include, but not be limited to, all of the following:

5.2.1. Storm Water Plan

The plan shall include, but not be limited to, all of the following:

- i. A map(s) at a scale of not more than 200 feet to the inch or as otherwise determined by the County Enforcing Agency; including a legal description and site location sketch that includes the proximity (within 50 feet of the property boundary) of any proposed earth change to lakes, streams, regulated wetlands, drainage courses, or all; predominant land features; and contour intervals or slope description.
- ii. A soils survey or a written description of the soil types of the exposed land area contemplated for the earth change.
- iii. A description and the location of the physical limits of each proposed earth change.
- iv. A description and the location of all existing and proposed on-site drainage, storm water management, and dewatering facilities (e.g., rain gardens, swales, leach basins, recessed landscape islands, roof retention, cisterns, and detention or retention ponds).
- v. The timing and sequence of each proposed earth change.

- vi. A description and location of all storm water discharge points.

5.2.2. Approval Standards

The plan, or associated narrative, shall provide a description of how the storm water control measures to be implemented and outlined within the plan shall meet the published standards of the Municipal Storm Water Committee ~~will~~:

5.2.3. Construction Certification

A certification letter shall be submitted to the County Enforcement Agency after storm water control measures have been installed to affirm that construction has been completed in accordance with the Storm Water Permit and plan. This certification shall be prepared by a licensed civil engineer, land surveyor, architect, and/or landscape architect; unless a specified certification was required by the County Enforcement Agency.

5.2.3. Post Construction Maintenance

The plan, or associated narrative, shall provide a proposal for the continued maintenance of all storm water control measures that remain after project completion; including the designation of the person or entity responsible for the ongoing operation, inspections, and maintenance of storm water facilities and measures. Maintenance responsibilities shall be recorded with the property at the Muskegon County Register of Deeds; and shall:

- i. Be in effect for a period of 25 years from the date of the final construction certification.
- ii. Become a part of any sales or exchange agreement, and run with the property for the land on which the storm water control measures are located.
- iii. Include regular inspections (minimum of every five years) of the storm water control measures by a licensed civil engineer attesting to the capability of the system to manage and treat storm water as the system was original designed; and provide inspection reports to the County Enforcement Authority.
- iv. Specify responsibilities for financing maintenance and emergency repairs.
- v. Provide the County Enforcement Agency legal authority to enter the property, at reasonable times, for purposes of conducting on-site inspections; which may include water sampling and flow measurements.

5.3. Permit

5.3.1. Permits Required:

A landowner or designated agent who contracts for, allows, or engages in, an earth change within the jurisdiction of the County Enforcing Agency shall obtain a Storm Water Permit from the County Enforcing Agency before commencing an earth change which:

- i. Requires local site plan or plat approval; or
- ii. Creates more than ten thousand (10,000) square feet of impervious surface; or
- iii. Disturbs, changes, disrupts more than ten thousand (10,000) square feet of existing impervious surface; or
- iv. Disturbs 1 or more acres of land; or
- v. Is within 500 feet of the water's edge of a drainage course, wetland, lake or stream.

5.3.2. Permit Exemptions:

This ordinance shall not apply to:

- i. Existing roads under the control of the Muskegon County Road Commission or local municipality; including work related to maintenance and replacement.
- ii. Agricultural property (and buildings directly related to their operations) as designated under the definitions according to the Michigan Department of Agriculture and Rural Development and protected under Michigan's Right to Farm Act.

5.3.3. Permit Expiration, Extension, and Termination:

5.3.3.1 Expiration:

Storm Water Permits shall expire on the date indicated on the permit.

5.3.3.2 Extension:

The holder of a valid permit must request an extension of coverage, if necessary, no later than ten (10) days prior to the expiration date. Any such request must be in writing and must be accompanied by all supporting documentation and applicable extension fees, if any. The maximum allowable time extension will be one (1) year from the original expiration date. An extension does not release the owner or the surety on a bond, or the person furnishing an irrevocable letter of credit, or a person furnishing a cash bond from their responsibilities and/or liabilities thereunder.

5.3.3.3 Construction Not Begun:

Storm Water Permit coverage will automatically terminate if construction has not commenced within one (1) year of the date of issuance. A new plan and application,

with fees, are required to obtain a Storm Water Permit for any site where a permit has been terminated for any reason.

5.3.3.4 Application After Termination:

A new plan and application, with fees, are required to obtain a Storm Water Permit for any site where a permit has been terminated for any reason.

5.3.4. Permit Suspension, Revocation and Reinstatement:

A Storm Water Permit issued under this Ordinance may be revoked or suspended at the discretion of the County Enforcing Agency and may not be the basis for any further work on a project until the permit is reinstated by the County Enforcing Agency following a determination that the reasons for the suspension or revocation have been resolved to the satisfaction of the County Enforcing Agency. Once one of the factors outlined below is established by the County Enforcing Agency, the decision whether to suspend or revoke a permit shall be within the discretion of the County Enforcing Agency. A Storm Water Permit may be suspended or revoked for any of the following reasons:

- i. A violation of a condition of the Storm Water Permit, including the approved Storm water plan.
- ii. Misrepresentation or failure to fully disclose relevant facts in the application or plan.
- iii. A change in land ownership without written notification to the County Enforcing Agency.
- iv. Permitted work already in progress is abandoned or suspended for a period beyond the permit expiration date.

5.3.5. Permit Transfers:

Whenever a property changes ownership, the permit and all responsibilities including conditions of issuance, fees, fines, and penalties owed, shall be transferred to the new landowner. Transfer of the permit shall be made by completing a form provided by the County Enforcing Agency, with signature of the new landowner, and then submitting the completed form to the County Enforcing Agency. The fee for the transfer shall be as listed on the schedule of fees.

5.3.6. Permit Waiver:

In lieu of on-site storm water facilities and measures, the use of regional or off-site storm water facilities and measures may be proposed. In such cases, the applicant may request a waiver of the requirements for on-site storm water runoff control. The waiver request shall be submitted to the County Enforcing Agency with a permit application for a Storm Water Permit. Waivers for on-site detention or retention may be considered for the following:

- i. Shared off-site storm water control areas may be proposed between two or more property owners or developments, provided that maintenance agreements have been approved by the County Enforcing Agency and storm water drainage easements have been obtained and recorded among the property owners also naming the authority in the easement.
- ii. Storm water harvesting/reuse or treatment plans may be considered by the County Enforcing Agency; especially in the case of a contaminated site.

Article 6. Enforcement

6.1. Enforcement

This Ordinance shall be enforced by the County Enforcing Agency. The County Enforcing Agency may use any enforcement method or technique allowed, including but not limited to the issuance of a letter providing Notice of Violation, that may or may not allow for time to correct the violation prior to any further or additional enforcement actions, citations, civil infractions, cease and desist orders, or may revoke a Storm Water Permit upon finding that there is a violation of this Ordinance, and may pursue such legal action as may be necessary to correct a violation including but not limited to seeking an injunction to restrain or prevent violations of the Ordinance.

6.2. Municipal Civil Infractions; Authorized Enforcement Officials; Violation Bureau

6.2.1. Municipal Civil Infractions.

Violation of this Ordinance shall be a municipal civil infraction, as authorized under Chapter 87 of 1961 PA 236, as amended, and other applicable laws. A violation includes any act that is prohibited or made or declared to be unlawful, and any omission or failure to act where the act is required by this Ordinance. Each day that a violation exists constitutes a separate infraction.

6.2.2. Authorized Enforcement Officials.

Muskegon County Storm Water Enforcing Agents and deputies of the Muskegon County Sheriff's Office are authorized to issue municipal civil infraction citations for violations of this Ordinance. Muskegon County Storm Water Enforcing Agents are authorized to issue notice of violations and cease and desist orders.

6.2.3. Municipal Civil Infractions Violations Bureau.

The Municipal Civil Infractions Violations Bureau, for disposition of violation notices issued under this Ordinance, shall be located at the Muskegon County Department of Public Works, 131 E. Apple Ave., Muskegon, MI 49442.

6.3. Violations and Penalties; Injunction

6.3.1.

A person who violates this Ordinance or any Notice of Violation or cease and desist order issued under this Ordinance is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not less than \$150.00, and not more than \$2,500.00, plus all costs of enforcement.

6.3.2.

A person who knowingly makes a false statement in an Application or in a Storm water plan is responsible for a civil fine of up to \$2,500.00 for each day of violation, plus all costs of enforcement.

6.3.3.

A person who knowingly continues to violate this Ordinance after receiving a Notice of Violation is responsible for payment of a civil fine for each day the violation continues to exist, plus all costs of enforcement.

6.3.4.

A default in payment of a civil fine or costs ordered under this section may be remedied by any means authorized under the Revised Judicature Act of 1961, 1961 PA 236, being sections 600.101 to 600.9948 of the Michigan Compiled Laws as amended.

6.3.5.

In addition to any fines and costs assessed under this section, a person who violates this Ordinance is liable to the State of Michigan for any damages for injury to, destruction of, or loss of natural resources resulting from the violation.

6.3.6.

Notwithstanding the existence or pursuit of any other remedy, the County may maintain an action in a court of competent jurisdiction for monetary damages and may request an injunction or other process against a person to restrain or prevent violations of this Ordinance.

6.4. Enforcement Costs and Fines

6.4.1. Costs of Enforcement.

The County Enforcing Agency shall maintain a record of all expenses relative to the enforcement of this Ordinance. Costs of Enforcement specifically include but are not limited to all investigative costs, court costs (including witness fees), and legal or attorney fees.

6.4.2. Fines.

Fines levied and paid pursuant to legal action undertaken by the County Enforcing Agency shall be deposited with the County, and shall be used for enforcement of this Ordinance. Landowners, authorized agents, on-site responsible persons, contractors and other individuals undertaking an earth change in violation of this Ordinance are subject to the penalties prescribed herein.

6.4.3. Payment.

All persons that receive municipal civil infraction violation notices shall have thirty (30) days to pay the fine to the Muskegon County Department of Public Works office. If responsibility is denied or the fine is unpaid after thirty (30) days, a municipal civil infraction citation shall be filed with the District Court for resolution pursuant to Chapter 87 of the Revised Judicature Act, MCL 600.8701 *et seq.* Either party may request a formal hearing before a judge.

Article 7. Reimbursement for Expense

7.1. Reports.

It shall be the duty of the County Enforcing Agency to report to the Board of Commissioners, no later than the last Wednesday in September of each year, all unpaid property liens filed in conjunction with this Ordinance.

7.2. Assessment.

It shall be the duty of the County Treasurer to place on the winter tax statement of each property for which there is an amount outstanding the full amount of the outstanding lien.

Article 8. Severability

If any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Article 9. Conflict of Authority

Nothing in this Ordinance shall be interpreted to conflict with present or future state or federal statutes in the same subject matter. Conflicting provisions of this Ordinance shall be abrogated to the extent of the conflict. The provisions of this Ordinance shall be construed, if possible, to be consistent with and in addition to relevant federal and state regulations and statutes. In their interpretation and application, the provisions of this Ordinance shall be liberally construed in favor of achieving the objectives of this Ordinance, and shall not be deemed a limitation or repeal of any other powers granted by state statutes. Where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail. If there is another ordinance that is inconsistent, the terms of the Ordinance that promotes the objectives of this Ordinance to the greatest extent shall apply.

This Ordinance is not intended to repeal, abrogate or impair any existing easements, covenants, or deed restrictions.

Article 10. Savings Clause

This Ordinance shall not impair or affect any act done, offense committed or right accruing, accrued or acquired, or liability, penalty, forfeiture or punishment incurred prior to the time this

Ordinance takes effect, but the same may be enjoyed, asserted, enforced, prosecuted or inflicted as fully and to the same extent if this Ordinance had not been adopted.

Article 11. Effective Date

This Ordinance shall take effect 30 days following its acceptance by the Muskegon County Board of Commissioners and shall be published in a newspaper of general circulation in Muskegon County.

Moved by Commissioner _____, seconded by Commissioner _____, to (approve/denyt) .

Roll Call:

Yes:

No:

Motion Carried

I, Nancy A. Waters, Muskegon County Clerk, Muskegon, Michigan, do hereby certify that the foregoing Ordinance was adopted by the Board of Commissioners at a regular meeting on (date), 2015. In testimony whereof, I have hereunto set my hand and affixed the seal of the 14th Circuit Court this __ day of _____, 2016.

Nancy A. Waters, Muskegon County Clerk

Date: December 13, 2016
To: Honorable Mayor and City Commissioners
From: City Clerk
RE: Community Relations Committee Recommendations

SUMMARY OF REQUEST: To concur with the recommendation from the Community Relations Committee to accept the resignation of Blanche Smith from the Planning Commission and to appoint Susan Harrison Wolffis to the District Library Board.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the recommendations.

COMMITTEE RECOMMENDATION: To concur with the recommendation from the Community Relations Committee.

Date: December 7, 2016
To: Honorable Mayor and City Commissioners
From: Frank Peterson, City Manager
**RE: Appointment of Representative to Recreation
Authority Steering Committee**

SUMMARY OF REQUEST: To appoint a representative of the City of Muskegon to the Recreation Authority Steering Committee.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To make an appointment to the Recreation Authority Steering Committee.

Commission Meeting Date: December 13, 2016

Date: December 6, 2016
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
**RE: Request to Create a new Neighborhood Enterprise Zone district
at 285 W Western Ave**

SUMMARY OF REQUEST:

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, the developer of the Highpoint Flats project has requested to create a new Neighborhood Enterprise Zone (NEZ) district for the parcel at 285 W Western Ave. Properties located in this NEZ district will be eligible to apply for NEZ certificates, which will lower the residential property taxes on rehab construction. Notice letters were sent to the taxing jurisdictions on June 20 and a public hearing was held on June 28. State law requires that the resolution must be adopted at least 60 days after the notice letters were sent. This project will include 47 apartments units.

FINANCIAL IMPACT:

No financial impact at this point. However, being in a district will allow them to apply for a rehab NEZ certificate, which will freeze the building at its pre-rehabilitated rate for 1 to 15 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the new NEZ district.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO CREATE A NEW NEIGHBORHOOD ENTERPRIZE ZONE
DISTRICT WITHIN THE CITY OF MUSKEGON**

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City, and;

WHEREAS, the City of Muskegon would like to create a new Neighborhood Enterprise Zone district to a new location within the City, and;

WHEREAS, notices were sent to the local taxing jurisdictions on June 20, 2016, and;

WHEREAS, a public hearing was held regarding the creation of this new district on June 28, 2016; and

WHEREAS, the new district boundaries will include the property known as “Hackley Union Bank (285 W Western Ave, property #24-234-000-0001-00) ,” as shown in Attachment A, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City;

NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone district in the City of Muskegon have been approved.

Adopted this 13th day of December, 2016.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 13, 2016.

By: _____

Ann Meisch
City Clerk

Attachment A



Commission Meeting Date: December 13, 2016

Date: December 8, 2016

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Sale of City-owned Home at 1477 Nolan

SUMMARY OF REQUEST: To approve the attached resolution and instruct the Community and Neighborhood Services department to complete the sales transaction with Rhonda K Brower for the newly constructed home at 1477 Nolan Ave: purchase price \$125,000.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of affordable homes through the HOME program and provide funding for our Homebuyer's Assistance Program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

COMMITTEE RECOMMENDATION: None.

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE SALE OF
HUD PROPERTY AT 1477 NOLAN AVE

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of the property at 1477 Nolan Ave to Rhonda K Brower. This home has been newly constructed by Community and Neighborhood Services Department through the Home-Buyer Program.

Adopted this 13th of December, 2016.

Ayes:

Nays:

By _____
Stephen J. Gawron, Mayor

By _____
Ann Marie Cummings, MMC City Clerk

COMMISSION MEETING DATE: December 13, 2016

Date: December 8, 2016

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: Professional Service Agreement (SAFE built)

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission review and authorize this Professional Service agreement between the City of Muskegon and SAFE built LLC. SAFE built has performed satisfactorily since the fall of 2012, said contract expires this month. The new service contract has expanded SAFE built's responsibilities to included but not limited to "Dangerous Abandon Buildings". The contract reflects adjusted shared percentages and other financial adjustments to effectively perform and enhance the quality of service SAFE built are to provide. The proposed agreement is to commence this month 2016, and concluded on December 31st, 2024.

Included in the attached service agreement are the following exhibits which forward; Scope of Service, Fee Schedule, Performance Standard(s), and Lease Agreement.

FINANCIAL IMPACT:

Budgeted – the goal is to be cost neutral

BUDGET ACTION REQUIRED:

Adjusted 2017 Fee schedule

STAFF RECOMMENDATION:

Staff recommends approval of proposed new professional service agreement between the City of Muskegon & SAFE built of Troy, Michigan.