CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 8, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- □ **CALL TO ORDER:**
- □ **PRAYER:**
- □ **PLEDGE OF ALLEGIANCE:**
- □ **ROLL CALL:**
- □ **HONORS, AWARDS, AND PRESENTATIONS:**
- □ **PUBLIC COMMENT ON AGENDA ITEMS:**
- □ **CONSENT AGENDA:**
  - **A.** **Approval of Minutes** City Clerk
  - **B.** **Off-Premise Tasting Room Permit – Pigeon Hill Brewing** City Clerk
  - **C.** **2022 User Fee Update** Finance
  - **D.** **Roberts Street Elevated Tank Painting** Public Works – Filtration
  - **E.** **As-Needed Forestry Services** Public Works
  - **F.** **Arena Restrooms, ADA Improvements** City Manager
  - **G.** **Purchase of Billboard Space from Lamar Advertising** Planning
  - **H.** **Precinct Boundary Changes** City Clerk
  - **I.** **CRC Recommendations** City Clerk
- □ **PUBLIC HEARINGS:**
- □ **UNFINISHED BUSINESS:**
  - **A.** **Amendment to the Form Based Code – 2nd Reading** Planning
- □ **NEW BUSINESS:**
  - **A.** **HBA Demolitions – 275 Myrtle, 1470 Samburt, and 561 Catherine** Public Safety
  - **B.** **Amendment to the Marihuana Facilities Overlay District – 1314 E Apple Avenue** Planning

□ ANY OTHER BUSINESS:

□ PUBLIC COMMENT ON NON-AGENDA ITEMS:

► **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 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the January 10, 2022 Worksession Meeting and the January 11, 2022 Regular Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, January 10, 2022
5:30 p.m.
City Commission Chambers
933 Terrace Street, Muskegon, MI 49440

MINUTES

2022-03

Present: Mayor Johnson, Commissioners Gorman, Emory, German, Hood, St.Clair, and Ramsey

Absent: None

Parks & Recreation 5-Year Plan Update
Staff is presenting a brief review of the updated Parks and Recreation 5-Year plan that is currently out and available for public review. A formal public hearing will be held at the January 25th Commission meeting, with a target to finalize the plan and submit it to MDNR by the February 1, 2022 deadline.

A draft of the proposed plan is available on the city's website at the following link: https://www.muskegon-mi.gov/cresources/Draft-Muskegon-Parks-and-Recreation-Plan-12-15-21.pdf.

Discussion took place regarding the proposed updated plan. This will appear on the agenda January 25, 2022.

Pere Marquette Parking Revisions
Staff is proposing to revisit the previously discussed topic of changes to the parking configuration and widening of the pedestrian pathways within Pere Marquette Park.

Discussion took place on two options that are being proposed. Concerns were discussed in regard to the width of pathways as well as the ability to save existing trees. Some changes are being suggested and this item will be revisited at the January 11, 2022 Regular meeting agenda.

Public comment was received on this item.

ARPA Strategy
Staff is seeking input on a strategy for identifying and evaluating projects, and communicating with the public. Staff recognized there are many beneficial projects and

investments that can and should be made with ARPA funds. $22 million will not meet all of those needs, and we expect to need to be more strategic with our funding recommendations. To date, a community needs survey was presented to gather initial community input, and an internal team was assembled to work through the development of a strategy for identifying potential uses that the community would support and embrace.

There are additional funding sources outside of ARPA for many community needs, and a screening process should be used to test each option to ensure ARPA is the best funding source.

We are seeking input from the Commission regarding communication with the public (presenting and receiving information) to ensure this once-in-a-lifetime funding creates the greatest long-term community benefit.

The West Urban Properties Development Agreement that is on the agenda for consideration on Tuesday, January 11, 2022 was discussed as well.

1095 Third Street Response

Catholic Charities is in the final stages of relocating from their former offices at 1095 Third Street to their new location. The department has received one response for the Request for Proposals that was approved by commission, and seeks commission approval to move forward with the developer in drafting a Purchase and Development Agreement.

Over the last several months the City's Economic Development team has showed the former Chatholic Charities site to a number of both local and regional potential developers. In the end, one developer, Suburban Property LLC, replied with a well composed and feasible development proposal. This developer has been working for some time on getting into the market in the Muskegon area, and has brought on well-regarded and credentialed architects and contractors. Staff has reviewed the proposal, and supports the program it contains for phased redevelopment of all three lots. The first phase would include the adaptive reuse of the existing building, with all three floors of the structure being used for market-rate apartments. The next phase would be 8 two-story townhomes along Houston, and finally a 3-4 story mixed use building on the corner of Muskegon and Third.

Public Comment: Public Comments were received.

Adjournment: The Worksession meeting adjourned at 8:32 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 11, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, January 11, 2022. Pastor Tom Beetham, Lakeside Baptist Church 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 Ken Johnson, Vice Mayor Willie German, Jr., Commissioners Michael Ramsey, Teresa Emory, Rachel Gorman, and Rebecca St.Clair, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Meisch.

Absent: Commissioner Eric Hood

HONORS, AWARDS, AND PRESENTATIONS:

A. Mr. Sims Ray City Service Recognition

Mr. Sims Ray has devoted 28 years as a caretaker of Smith Ryerson Park and Community Center. He and his family have cleaned and maintained the park as well as the community center. Mr. Ray has taken on a wide range of activities from litter picking to meeting and greeting local residents and visitors who rent the community center.

City staff would like to recognize the decades of service he provided to the community by renaming the community center to Sims Ray Community Center and installing a plaque dedicated to him to be placed in the community center hall.

B. Audit Presentation – Eric VanDop of Brickley DeLong; Transmittal of 6/30/21 Comprehensive Annual Financial Report

Finance Director, Kenneth Grant, introduced Eric VanDop from Brickley DeLong to present the Comprehensive Annual Financial Report to the City Commission. Brickley DeLong has served as the auditor for the City for several years. Mr. VanDop reviewed significant funds with the commission and gave a general overview the report.

PUBLIC COMMENT ON AGENDA ITEMS: No public comments received.

2022-04 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the December 14, 2021 regular meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Transmittal of 6/30/2021 Comprehensive Annual Financial Report Finance

SUMMARY OF REQUEST: The City's June 30, 2021 Comprehensive Annual Financial Repot (CAFR) has been distributed to the City Commissioners via email and hard copy. The CAFR will also be available on the City's website. The CAFR includes the annual independent auditors 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.

https://www.muskegon-mi.gov/cresources/CAFR-Final-compressed.pdf

STAFF RECOMMENDATION: To accept the June 30, 2021 CAFR and authorize staff to transmit the CAFR to appropriate Federal, State and private agencies.

C. ADA Project Funding Reallocation Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to revise the previously approved allocations from the ADA project account for projects along Western Avenue.

On September 14, 2021 the City Commission allocated $200,000 toward ADA work int eh FY 21/22 budget as shown in line101-91116 between three projects as follows:

- $120,000 – Frauenthal sidewalk replacement and snow melt system
- $40,000 – Streetscaping and sidewalk replacements along Western and 2nd at The Leonard
- $40,000 – 3rd to 5th Parking/Sidewalk flex space

Subsequent to the ADA distribution it was decided to dedicate ARPA dollars towards the Frauenthal project. As such staff would like to adjust the previous ADA allocation to redistribute the Frauenthal dollars to the other projects. The proposed new distribution would be as follows:

- $100,000 - Streetscaping and sidewalk replacements along Western and 2nd at The Leonard
- $100,000 - 3rd to 5th Parking/ Sidewalk flex space

The $100,000 allocation in conjunction with The Leonard will make that project whole and complete everything required. The $100,000 allocation towards the work on Western will need additional funding from the Major Street Fund in a future reforecast to make the project whole. There is currently a budget surplus in the Major Street fund for YT 21/22 to accommodate this revision and it will be addressed in a future reforecast.

AMOUNT REQUESTED: $200,000 AMOUNT BUDGETED: $200,000

FUND OR ACCOUNT: 101-91116

STAFF RECOMMENDATION: Authorize staff to utilize the budgeted $200,000 allocation for ADA projects in partnership with The Leonard streetscaping and sidewalk replacements and for a pilot project to construct flex parking/sidewalk space along two blocks of Western Avenue between 3rd and 5th.

D. <u>Amity Avenue (92009) – Change Order #001</u> Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to approve Change order #001 on the Amity Avenue construction project.

Change Order #001 for the work on Amity Avenue is requesting approval to increase the contract amount by $85,532.37 because of new items that were required on the contract. The original contract amount was $4,138,499.30 and this change order represents a 2% increase. The project budget carried a 6% contingency and this increase will not exceed that contingency.

The Amity Avenue project will be a second change order needed for this project to balance out the original items in the contract, which include many unused items. The Engineer and Contractor are in the process of finalizing those details. When Change Order #002 is finalized it is expected that it will be a net decrease and offset much of the added cost in Change Order #001.

AMOUNT REQUESTED: $82,532.37 AMOUNT BUDGETED: $248,309.96

(6% of As-Bid)

STAFF RECOMMENDATION: Authorize staff to approve Changer Order #001 to the Amity Avenue project (590/591-92009).

E. <u>Michigan & Franklin (92003) – Change Order #003</u> Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to approve Change Order #003 on the Michigan & Franklin construction project.

Change Order #003 for the work on Michigan Avenue & Franklin Avenue is requesting approval to increase the contract amount by $47,820.00

There are several small adjustments needed to the Michigan and Franklin project that were identified as having been missed for previous payment during final closeout between the Engineer and contractor. These are show as Line items 1-4 and would not exceed the threshold for staff approval on their own.

Additionally, there is one large extra item shown as Line item 5 which was added onto this contract, but was completed at a different location. The storm sewer outlet at Spring Street and Webster Avenue was found to be collapsed during construction of the work on Spring Street, and required immediate emergency repair to prevent flooding and damage. The Contractor for Spring Street was unable to complete this work in a reasonable time frame due to prior commitments and as such staff worked with our Engineer to solicit bids for this work. Wadel Stabilization provided the low bid and was authorized to complete this work in accordance wit the emergency purchasing policy. Adding this work to an existing contract which was already in place with Wadel Stabilization (Michigan & Franklin) allowed for all of the contract provisions and insurance to remain in place to cover this additional work rather than starting from scratch. Commission was notified via email on 9/24/2021 of the intent to utilize the Emergency Purchasing provisions for this work.

AMOUNT REQUESTED: $47,820.00 AMOUNT BUDGETED: $47,820.00

FUND OR ACCOUNT: 202-92003 (Michigan & Franklin)

590-91851 (Spring Street)

STAFF RECOMMENDATION: Authorize staff to approve Change Order #003 to the Michigan Avenue and Franklin Avenue project.

F. <u>Prein & Newhoff – Laketon/Lakeshore Trail Connector Engineering Assistance</u> Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to enter into a Professional Services Agreement (PSA) with Prein & Newhof to provide grant and engineering assistance related to a proposed new non-motorized trail.

This item pairs with another item on the agenda. See also the request for an amendment to the PSA with Prein &Newhof for the Sanford Street Project.

Staff is planning to pursue a combination of TAP (Transportation Alternatives Program – MDOT) and RTP (Recreational Trails Program – MDNR) funding to provide the backbone financing for the construction of a planned trail connection along Sanford and Terrace Streets. Preliminary meetings with both state agencies have verified the project as a good candidate for both programs as well as being a regional priority.

The proposed trail route would start at the intersection of Sanford/Laketon and replace the eastern sidewalk along Sanford Street north to Apple Avenue. The trail would cross Apple Avenue at the Signalized intersection (Apple/Sanford) then follow north along the sidewalk on the southwest side of Terrace Street to Shoreline Drive. The trail would cross Shoreline Drive at the signalized intersection, cross the railroad at the existing sidewalk crossing then join the Lakeshore Trail.

While the opportunity for the grant funding is encouraging it does come with the

consequence of requiring the non-motorized pathway project to be separated entirely from the other utility work that is planned for Sanford Street. So, while they could be constructed in near conjunction/succession (pending grants), they must be administered entirely separately. In addition, the TAP/RTP funding would require the non-motorized trail project to be administered as an MDOT local agency program, which has a separate schedule and requirements from the other utility projects.

As such, staff is requesting to enter into a separate PSA to administer the trail project, and requesting a reduction in the original Sanford Street PSA to remove some of the expense from that agreement related to incorporating the planned trail. As these projects are best designed and planned concurrently by the same team we have not solicited bids for this work but rather have requested a proposal only from the team working on the Sanford Street utility project.

You'll not that the new agreement costs more than the reduction to the existing agreement. There are a number of reasons for that but the primary one is the requirement that the projects be administered entirely separately creating duplication of efforts in many areas. In addition, being an MDOT administered local agency project carries additional requirements that increase the cost and time required. However, if the project is successful in securing the noted grant funding, the increase in the engineering costs will be more than offset by the grant amounts.

The Sanford Street utility project is still planned for 2023 construction. With a quick turnaround and a successful grant application we could potentially pursue TAP/RTP funding for the same fiscal year. There is a possibility that FY23 funding through MDOT/MDNR will not be available in which case we may need to consider 2024 funding and construction.

AMOUNT REQUESTED: $158,700 AMOUNT BUDGETED: $0

(FY21/22, 22/23, & 23/24) ($40k IN 21/22 via Future Reforecast)

FUND OR ACCOUNT: 202

STAFF RECOMMENDATION: Authorize staff to sign the professional services agreement with Prein & Newhof to provide grant application assistance, design engineering and construction administration related to a non-motorized pathway along Sanford and Terrace Streets.

G. <u>Prein & Newhoff – Sanford Street Engineering Assistance Amendment</u>
Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to approve Amendment #001 of the Professional Services Agreement (PSA) with Prein & Newhof related to construction of a non-motorized pathway.

This item pairs with another item on the agenda. See also the request for

approval of a Professional Services Agreement with Prien & Newof for the Laketon/Lakeshore Trail Connector. More detail can be found under that item.

AMOUNT REQUESTED: -$61,000 AMOUNT BUDGETED: $400,000

(FY21/22, 22/23, & 23/24) (FY21/22 – Ref. 9/14/21 Comm. Agenda)

FUND OR ACCOUNT: 590/591

STAFF RECOMMENDATION: Authorize staff to sign the amendment to the professional services agreement with Prein & Newhof related to removing the non-motorized pathway work from the Sanford Street project.

H. Traffic Control Order 72 and 73 Traffic/Engineering

SUMMARY OF REQUEST: Staff is requesting approval of Traffic Control Orders 72 and 73.

Traffic Control Order #72 includes a new Stop sign on Diana Avenue at the approach to Ransom Street. This is a tee-intersection that was previously uncontrolled.

Traffic Control Order #73 includes placement of Yield signs on Robinson Avenue at the approach to Palmer Street. This is a 4-leg intersection that was previously uncontrolled.

STAFF RECOMMENDATION: To approve traffic control orders #72 and #73 and authorize staff to make the necessary sign changes.

I. 2021-2022 School Resource Officer Agreement Public Safety

SUMMARY OF REQUEST: Review and approve the School Resource Officer Agreement proposed for employment of one Muskegon Police Department officer for the 2021-2022 school year. This agreement includes a 3% increase from 2021, for a total of $24,916.73 paid to the City of Muskegon between September 2021 and June 2022.

STAFF RECOMMENDATION: To approve the contract with Muskegon High School for the 2021-2022 School year.

J. Sale – 1461 Nolan Avenue Planning

SUMMARY OF REQUEST: City staff is seeking authorization to sell the City owned vacant lot at 1461 Nolan Avenue to Aleschia Loughridge. Ms. Loughridge would like to purchase the City owned buildable lot at 1461 Nolan Avenue for $3,675 (75% of the True Cash value of $4,900) plus half of the closing costs and the fee to register the deed. Ms. Loughridge will be constructing a single-family home on the property.

STAFF RECOMMENDATION: Authorize the Code Coordinator to complete the sale of 1461 Nolan Avenue as described in the purchase agreement and to have the Mayor and Clerk sign the deed.

K. <u>1095 Third Street RFP Response</u> Economic Development

SUMMARY OF REQUEST: Catholic Charities is in the final stages of relocating from their former offices at 1095 Third Street to their new location. The department has received one response for the Request for Proposals that was approved by commission, and seeks commission approval to move forward with the developer in drafting a Purchase and Development Agreement.

Over the last several months the City's Economic Development team has showed the former Catholic Charities site to a number of both local and regional potential developers. In the end, one developer, Suburban Property LLC, replied with a well composed and feasible development proposal. This developer has been working for some time on getting into the market in the Muskegon area, and has brought on well-regarded and credentialed architects and contractors. Staff has reviewed the proposal, and supports the program it contains for phased redevelopment of all three lots. The first phase would include the adaptive reuse of the existing building, with all three floors of the structure being used for market-rate apartments. The next phase would be 8 two-story town homes along Houston, and finally a 3-4 story mixed use building on the corner of Muskegon and Third.

STAFF RECOMMENDATION: To name Suburban Property, LLC the Preferred Developer for the City-owned property at 1095 Third Street, and to direct staff to draft a purchase and development agreement for commission consideration.

Motion by Commissioner Ramsey, second by Commissioner Gorman, to accept the consent agenda as presented.

ROLL VOTE: Ayes: Johnson, Ramsey, German, Gorman, Emory, and St.Clair

Nays: None

MOTION PASSES

2022-05 NEW BUSINESS:

A. <u>Sales Agreement 2725 Olthoff</u> City Manager - REMOVED

B. <u>Pere Marquette Parking Improvements</u> Public Works

SUMMARY OF REQUEST: Staff is seeking approval to enter into an Engineering Services Agreement (ESA) with DLZ for completion of the Parking Revisions at Pere Marquette Park.

This topic was discussed at the work session meeting on January 10, 2022 with the recommended motion set to reflect the outcome of that meeting.

AMOUNT REQUESTED: $53,150.00 or $71,265.00 AMOUNT BUDGETED: $0

FUND OR ACCOUNT: 101-92016-5300

STAFF RECOMMENDATION: Move to authorize the DPW Director to negotiate

and sign a modified Engineering Services Agreement with DLZ Inc. for pedestrian and parking improvements at Pere Marquette Park. Modifications to the presented agreement will include; selection of the Option #2 design for the one-way single angle parking, removal of the surveying and design engineering for the trail north of the Bathhouse, Revising the proposed trail width to 16 FT, and including design considerations for use of the northern most row of parking in the ovals lot as flexible space for potential future use by chalets or other concession operations.

Motion by Commissioner Ramsey, second by Commissioner Gorman, to authorize the DPW Director to negotiate and sign a modified Engineering Services Agreement with DLZ Inc. for pedestrian and parking improvements at Pere Marquette Park. Modifications to the presented agreement will include; selection of the Option #2 design for the one-way single angle parking, removal of the surveying and design engineering for the trail north of the Bathhouse, Revising the proposed trail width to 16 FT, and including design considerations for use of the northern most row of parking in the ovals lot as flexible space for potential future use by chalets or other concession operations.

ROLL VOTE: Ayes: Ramsey, German, Gorman, Emory, St.Clair, and Johnson

Nays: None

MOTION PASSES

C. <u>Development Agreement – West Urban</u> City Manager

SUMMARY OF REQUEST: Staff is seeking approve the development agreement for West Urban Properties.

West Urban Properties was selected as one of three contractors for the ARPA-funded infill housing program. The goal of the program is to continue in-filling vacant lots in our core neighborhoods while ensuring the housing units are offered in a more affordable manner.

Staff awaits final guidance from the US Treasury related to level of affordability but we expect that a portion of the homes will be designated to families with incomes between 60% and 80% of AMI. The City will maintain ownership of the infill sites throughout the construction process, and will control the sales process. The City Commission will decide on each formal sale at the time of the sale – similarly to the Midtown Square projects. This will allow the City Commission more discretion in determining the depth of the affordability component of the program.

The most notable change from the model agreement previously presented to the City Commission in 2021 is the anticipated cost per house. We have raised the maximum to $235,000 to address increases in materials. While wood costs are down, it seems that all other material costs are up.

Access to housing at all levels of affordability is difficult now. We are in a prime position to lead the county in new housing while addressing the lack of livable housing for lower income earners, and I recommend that we do so. Note that the addresses are not included. There are hundreds of addresses to select from, but many were acquired via the tax foreclosure process and have title issues to address. Staff feels comfortable working with the builder to identify the most appropriate building sites that have clear title.

AMOUNT REQUESTED: $3,125,000 AMOUNT BUDGETED: $0

FUNDS: State/Federal Grants

STAFF RECOMMENDATION: To approve the development agreement and authorize the City Manager to sign.

Motion by Commissioner Ramsey, second by Commissioner St. Clair, to approve the development agreement and authorize the City Manager to sign.

ROLL VOTE: Ayes: Ramsey, German, Gorman, Emory, St.Clair, and Johnson

Nays: None

MOTION PASSES

PUBLIC COMMENT ON NON-AGENDA ITEMS: No public comments were received.

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

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: Off-Premise Tasting Room License & Permit Application for Pigeon Hill Brewing Company, LLC
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Requesting consideration of a resolution for a new Off-Premises Tasting Room Permit for Pigeon Hill Brewing.	
Detailed Summary: In order to add wine to the offerings at 441 W. Western, Pigeon Hill is seeking approval of a new permit for an Off-Premise Tasting Room Permit. Despite what the name might seem to imply, it is referring to "off the manufacturing premises" – and would allow Pigeon Hill to sell on-site for on-site consumption (and takeaway/social district). This permit specifically allows Pigeon Hill to use it's existing small wine makers license (located at 895 4th Street) as the source of wine for the forthcoming restaurant/entertainment on Western. Pigeon Hill is already licensed for beer and spirits at the location so this only relates to wine.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To adopt the resolution for a new Off-Premises Tasting Room Permit for Pigeon Hill Brewing, 441 W. Western Avenue, Muskegon, MI 49440	
For City Clerk Use Only:	

Commission Action:

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Off-Premises Tasting Room License & Permit Application

For information on manufacturer and wholesaler licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website by clicking this link.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Pigeon Hill Brewing Company, LLC		
Address to be licensed: 441 W. Western Ave		
City: Muskegon	Zip Code: 49440	
City/township/village where license will be issued: Muskegon	County: Muskegon	
Contact name: Michael A. Brower	Contact phone: 616.566.6664	Contact email: michael@pigeonhillbrew.com

Check all applicable license types that you hold at your licensed manufacturing premises:

- ☒ Small Wine Maker license
- ☐ Small Distiller license
- ☐ Wine Maker license
- ☐ Distiller license
- ☐ Brandy Manufacturer license

You may only sell, give away, and serve wine or spirits at an Off-Premises Tasting Room Licensed location that you manufacture under the licenses you hold at your licensed manufacturing premises.

Part 2 - License, Permit, and Permissions & Fees

License, Permits, Permissions:	Base Fee:	Fee Code MLCC Use Only
☒ Off-Premises Tasting Room License	$100.00	4038
☒ Sunday Sales Permit (AM)*	$160.00	4033
☒ Sunday Sales Permit (PM) **	$15.00	4032
☐ Catering Permit	$100.00	4031
☐ Dance Permit	No Charge	
☐ Entertainment Permit	No Charge	
☐ Specific Purpose Permit (list activity below):		
Days/Hours requested: _____		
☐ Extended Hours Permit	No Charge	
Check type(s): ☐ Dance ☐ Entertainment		
Days/Hours requested: _____		
☐ Outdoor Service	No Charge	
☐ Direct Connection(s)	No Charge	

*Sunday Sales Permit (AM) allows the sale of spirits and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of spirits on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of wine on Sunday after 12:00 noon.

A $70.00 inspection fee is required for a new Off-Premises Tasting Room license.

Inspection Fee: *(MLCC Fee Code 4036)*	$70.00
License & Permit Fees:	
TOTAL FEES:	

Make Checks Payable to State of Michigan

Part 3 - Off-Premises Tasting Room License Designation

Pursuant to MLC 436.1536, a licensee may have no more than five (5) Off-Premises Tasting Room Licenses where it may sell and serve full drinks. Any Joint Tasting Room Licenses held by the licensee at other locations that are designated for the sale and service of full drinks also count toward the limit of five (5) locations. A licensee may have an unlimited number of Off-Premises Tasting Room Licenses that sell or give away samples only (3 ounces of wine or 1/2 ounce of spirits or brandy per sample).

You must designate the type of Off-Premises Tasting Room License for which you are applying at this location. Please note that this designation cannot be changed once the license is approved and issued.

Off-Premises Tasting Room License Designation (Select One): ☒ **Full Drinks** ☐ **Samples Only**

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Part 3 - Signature of Applicant

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Pigeon Hill Brewing Company, LLC by Michael A. Brower, Member and Manager		01/17/2022
Print Name of Applicant & Title	Signature of Applicant	Date

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-763-0059

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval For Off-Premises Tasting Room License

(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new Off-Premises Tasting Room License application.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the City of Muskegon council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Pigeon Hill Brewing Company, LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW OFF-PREMISES TASTING ROOM LICENSE**

to be located at: 441 W. Western Avenue, Muskegon, MI 49440

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ (township, city, village)

council/board at a _____ meeting held on _____
(regular or special) (date)

Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: 2022 User Fee Update
Submitted By: Kenneth Grant	Department: Finance
Brief Summary: 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.	
Key Updates : (See Highlighted Items on the Spreadsheet for all of the changes)	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approval of the 2022 Master Fee Resolution	
For City Clerk Use Only: Commission Action:	

City of Muskegon

RESOLUTION

2022-____

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 as 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:
Absent:

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 February 8, 2022. 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

2022 USER FEES

	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
1	ALL	ADMINISTRATIVE OVERHEAD ON SALES TO OUTSIDE PARTIES	TOTAL BALANCE DUE	15.00%	15.00%		
2	ALL	COPIES FOR PUBLIC (STANDARD SIZES)	PER COPY	0.25	0.25		
3	ALL	FAX CHARGE FOR INFORMATION REQUESTS	PER PAGE	0.50	0.50		
4	ALL	LATE FEE ON CITY RECEIVABLES (EXCEPT TAXES)	PAST DUE BALANCE	1.00%	1.00%	PER MO./IMPOSED AFTER 30 DAYS	
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
5	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B)	EACH	1,500.00	1,500.00		
6	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B) NR *	EACH	1,900.00	1,900.00		
7	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F)	EACH	1,800.00	1,800.00		
8	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F) NR *	EACH	2,200.00	2,200.00		
9	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE	
10	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE	
11	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE	
12	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE	
13	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE	
14	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE	
15	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE	
16	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE	
17	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE	
18	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE	
19	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE	
20	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE	
21	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	ONE GRAVE	800.00	800.00	50% GOES TO PERPETUAL CARE	
22	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	TWO GRAVES	1,435.00	1,435.00	50% GOES TO PERPETUAL CARE	
23	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	ONE GRAVE	900.00	900.00	50% GOES TO PERPETUAL CARE	
24	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	TWO GRAVES	1,550.00	1,550.00	50% GOES TO PERPETUAL CARE	
25	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	ONE GRAVE	835.00	835.00	50% GOES TO PERPETUAL CARE	
26	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE	
27	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE	
28	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE	
29	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN)	EACH	350.00	350.00		
30	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN) NR*	EACH	400.00	400.00		
31	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES)	EACH	600.00	600.00		
32	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES) NR *	EACH	650.00	650.00		
33	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE)	EACH	300.00	300.00		
34	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE) NR *	EACH	350.00	350.00		
35	CEMETERIES	CEMETERIES OPENING (CREMATION)	EACH	350.00	350.00		
36	CEMETERIES	CEMETERIES OPENING (CREMATION) NR *	EACH	400.00	400.00		
37	CEMETERIES	CEMETERIES SECOND CREMAINS (OPEN GRAVESITE)	EACH	80.00	80.00	FOR ADDITIONAL ASHES	
38	CEMETERIES	CEMETERIES OPENING	EACH	500.00	500.00		
39	CEMETERIES	CEMETERIES OPENING NR *	EACH	600.00	600.00		
40	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND)	EACH	175.00	175.00		
41	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND) NR *	EACH	200.00	200.00		
42	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)	EACH	300.00	300.00		
43	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR *	EACH	350.00	350.00		
44	CEMETERIES	CEMETERIES OVERTIME (MON-FRI AFTER 2:30PM)	EACH	400.00	400.00		
45	CEMETERIES	CEMETERIES OVERTIME (SATURDAYS)	EACH	500.00	500.00		
46	CEMETERIES	CEMETERIES OVERTIME (SUNDAYS AND HOLIDAYS)	EACH	600.00	600.00		
47	CEMETERIES	CEMETERIES WEEKEND/HOLIDAY LATE FEE	EACH	400.00	400.00	IF MORE THAN 1 HOUR PAST SCHEDULED BURIAL TIME.	
48	CEMETERIES	CEMETERIES NICHES COLUMBARIUUM (TOP 2 ROWS)	EACH	900.00	900.00		
49	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR (TOP 2 ROWS)	EACH	950.00	950.00		
50	CEMETERIES	CEMETERIES NICHES COLUMBARIUUM (BOTTOM 2 ROWS)	EACH	700.00	700.00		
51	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR (BOTTOM 2 ROWS)	EACH	750.00	750.00		
52	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING)	EACH	150.00	150.00		
53	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING) NR	EACH	200.00	200.00		
54	CEMETERIES	CEMETERIES HEADSTONE SERVICE	PER SQUARE INCH	0.55	0.55	MINIMUM $60.00	
55	CEMETERIES	CEMETERIES SERVICE (GOVERNMENT MARKERS)	EACH	60.00	60.00		
56	CEMETERIES	CEMETERIES SERVICE (MAUSOLEUM VASES)	EACH	75.00	75.00		
57	CEMETERIES	CEMETERIES SERVICE HEADSTONE PRE-PLACEMENT	EACH	25.00	25.00		
58	CEMETERIES	CEMETERIES SERVICE HEADSTONE SETTING FEE	EACH	75.00	75.00		
59	CEMETERIES	CEMETERIES SERVICE (SMALL VASES) RESTLAWN	EACH	50.00	50.00		
60	CEMETERIES	ENTOMBMENT - EVERGREEN MAUSOLEM	EACH	300.00	300.00		
61	CEMETERIES	ENTOMBMENT NR - EVERGREEN MAUSOLEUM	EACH	400.00	400.00		
62	CEMETERIES	EVERGREEN MAUSOLEUM CRYPT COVER REMOVAL		200.00	200.00	IF ENGRAVING NOT COMPLETED WITHIN 30 DAYS OF ENTOMBMENT	
63	CEMETERIES	TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE	EACH	200.00	200.00		
64	CEMETERIES	CHAPEL FUNERAL SERVICE	EACH	200.00	200.00		

	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
65	CLERK	ADDRESS LABELS - VOTER REGISTRATION	EACH	0.05	0.05		
66	CLERK	BUSINESS REGISTRATION	EACH	35.00	35.00		
67	CLERK	BUSINESS TRANSIENT/PEDDLER - RENEWAL MAY 1ST	ANNUAL	150.00	150.00		
68	CLERK	BUSINESS AUCTIONEER LICENSE (INDIVIDUAL EVENT)	PER DAY	10.00	10.00		
69	CLERK	BUSINESS AUCTIONEER LICENSE (REGULAR)	PER YEAR	100.00	100.00		
70	CLERK	AUCTION FEE	PER DAY	30.00	30.00		
71	CLERK	BUSINESS ENTERTAINMENT OCCUPANCY	PER YEAR	125.00	125.00		
72	CLERK	GAMING LICENSE REQUEST/PERMIT (30 DAYS OR MORE ADVANCE NOTICE)	EACH	75.00	75.00		
73	CLERK	GAMING LICENSE REQUEST (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	100.00	100.00		
74	CLERK	CITY HALL CONFERENCE ROOM RENTAL	PER HOUR	25.00	25.00	CHARGED TO LAW FIRMS AND OTHER FOR PROFIT ORGANIZATIONS WISHING TO USE FACILITIES FOR NON-CITY RELATED BUSINESS	
75	CLERK	ENCROACHMENT PERMIT APPLICATION FEE	EACH	100.00	100.00		
76	CLERK	ENCROACHMENT PERMIT CERTIFICATE FEE	EACH LOCATION	50.00	50.00	SAME AS RENEWAL FEE	
77	CLERK	ENCROACHMENT/RENTAL FEE (BUS BENCHES)	PER BENCH/PERMONTH	5.00	5.00		
78	CLERK	ENCROACHMENT 1-YEAR RENEWAL	EACH	25.00	25.00		
79	CLERK	ENCROACHMENT 1-YEAR RENEWAL (INSPECTION REQ'D)	EACH	50.00	50.00		
80	CLERK	ENCROACHMENT PERMIT TO WORK IN R-O-W	PER UNIT	10.00	10.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)	
81	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (30 OR MORE DAYS ADVANCE NOTICE)	EACH	75.00	75.00		
82	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	150.00	150.00		
83	CLERK	LIQUOR LICENSE RENEWAL (BEFORE FEBRUARY 28)	EACH	100.00	100.00		
84	CLERK	LIQUOR LICENSE RENEWAL (AFTER FEBRUARY 28)	EACH	150.00	150.00		
85	CLERK	LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION	EACH	250.00	250.00		
86	CLERK	DEVELOPMENT DISTRICT AREA CLASS-C ON-PREMISES LIQUOR LICENSE (FORMERLY DOWNTOWN DEV AUTH LICENSE)	EACH	2,500.00	2,500.00	SAME REVIEW PROCESS AS FOR RENEWAL	
87	CLERK	NEW LIQUOR LICENSE	EACH	1,000.00	1,000.00	REPLACES FEES ABOVE	
88	CLERK	GOING OUT OF BUSINESS SALE	EACH	50.00	50.00	UP TO ONE MONTH - RENEWABLE	
89	CLERK	LIQUOR LICENSE (EXPANSION OF EXISTING LICENSE)	EACH	25.00	25.00		
90	CLERK	MOBILE FOOD VENDING PERMIT	ANNUAL	300.00	300.00	APPROVED BY COMMISSION IN 2014	
91	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN CITY)	ANNUAL	150.00	150.00	APPROVED BY COMMISSION IN 2014	
92	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN DDA DISTRICT)	ANNUAL	50.00	50.00	APPROVED BY COMMISSION IN 2014	
93	CLERK	PASSPORT APPLICATION FEE	EACH	35.00	35.00	PER FEDERAL LAW	
94	CLERK	PASSPORT PHOTO FEE	EACH	15.00	15.00		
95	CLERK	MONEY ORDERS	EACH	5.00	5.00	NEW SERVICE & FEE	
96	CLERK	PRECINCT MAPS (SMALL)	EACH	2.00	2.00		
97	CLERK	PUBLIC NOTARY FEE	EACH	5.00	5.00	CONSISTENT WITH COUNTY FEE	
98	CLERK	SPECIAL EVENT PARKING FEE (UNDER 50 PARKING SPOTS)	PER EVENT	25.00	25.00	APPROVED BY COMMISSION IN 2014	
99	CLERK	SPECIAL EVENT PARKING FEE (OVER 50 PARKING SPOTS)	PER EVENT	50.00	50.00	APPROVED BY COMMISSION IN 2014	
100	CLERK	TELECOMMUNICATIONS ACT NEW PROVIDER FEE	EACH	500.00	500.00	PER NEW STATE TELECOMMUNICATIONS ACT	
101	CLERK	VOTER INFORMATION - ON DISK	EACH	25.00	25.00		
102	CLERK	VOTER REGISTRATION - HARDCOPY LIST	PER LISTING	0.01	0.01		
103	CLERK	VOTER REGISTRATION - MAILING LABELS	PER LABEL	0.05	0.05		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
104	CNS	MORTGAGE REFINANCE FEE	EACH	50.00	50.00		
105	CNS	REHAB LOAN APPLICATION FEE	EACH	200.00	200.00		
106	CNS	FAÇADE PROGRAM - 50% AMI AND BELOW	EACH	60.00	60.00	ELIGIBLITY FEE	
107	CNS	FAÇADE PROGRAM - 51% - 60% AMI	EACH	250.00	250.00	ELIGIBLITY FEE	
108	CNS	FAÇADE PROGRAM - 61% TO 80% AMI	EACH	500.00	500.00	ELIGIBLITY FEE	
109	CNS	PRIORITY HOME REPAIR APPLICATION FEE	EACH	60.00	60.00		
110	CNS	RENTAL REHAB APPLICATION FEE	PER LOAN	100.00	100.00		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
111	DPW	ADDITIONAL GARBAGE SERVICE (1 TOTER)	PER MONTH	13.00	13.00		
112	DPW	APPLIANCE STICKER	EACH	25.00	25.00		
113	DPW	GARBAGE CART REPLACEMENT - DAMAGED BY USER	EACH	55.00	55.00		
114	DPW	GARBAGE SERVICE - SMALL BUSINESS	PER MONTH	16.00	16.00	INCLUDES CHURCHES AND NON-PROFITS	
115	DPW	GARBAGE SERVICE - UNAUTORIZED USE OF CARTS	PER INCIDENT	50.00	50.00		
116	DPW	GARBAGE SERVICE - REPLACE LOST/STOLEN CART	EACH	55.00	55.00		
117	DPW	GARBAGE SERVICE - NEW SERVICE STARTUP	EACH	55.00	55.00		
118	DPW	GARBAGE SERVICE - MIXED REFUSE STICKER	EACH	2.00	3.00	BUY 4 FOR $10 - UNIT PRICE $2.5/EA	50.00%
119	DPW	FEE FOR SPECIAL COLLECTION OF ILLIEGAL MATERIALS	EACH	50.00	50.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)	
120	DPW	FEE FOR BULK YARD WASTE DROP OFF (DURING REGULAR HOURS) - BY APPOINTMENT ONLY	EACH	25.00	25.00		
121	DPW	REPLACE EMPLOYEE ID/ACCESS TKC CARD	PER LOST CARD	10.00	10.00	REACTIVATED FEE	
122	ENGINEERING	STORM SEWER CONNECTION FEE	EACH	800.00		CONNECTION FEE ONLY, WORK BY OTHERS	-100.00%
123	DPW	TREE REPLACEMENT PLANTING FEE	EACH	200.00	200.00		
124	DPW	TREE REMOVAL FEE (12" AND UNDER DIAMETER)	EACH	200.00	200.00	TREE MEASURED AT 4' ABOVE GRADE	
125	DPW	TREE REMOVAL FEE (12" - 18" DIAMETER)	EACH	500.00	500.00	TREE MEASURED AT 4' ABOVE GRADE	
126	DPW	TREE REMOVAL FEE (18" - 24" DIAMETER)	EACH	650.00	650.00	TREE MEASURED AT 4' ABOVE GRADE	
127	DPW	TREE REMOVAL FEE (24" - 30" DIAMETER)	EACH	750.00	750.00	TREE MEASURED AT 4' ABOVE GRADE	
128	DPW	TREE REMOVAL FEE (30" - 36" DIAMETER)	EACH	1,000.00	1,000.00	TREE MEASURED AT 4' ABOVE GRADE	
129	DPW	TREE REMOVAL FEE (36" - 42" DIAMETER)	EACH	1,700.00	1,700.00	TREE MEASURED AT 4' ABOVE GRADE	

130	DPW	TREE REMOVAL FEE (42" AND OVER DIAMETER)	EACH	1,900.00	1,900.00	TREE MEASURED AT 4' ABOVE GRADE	
131	DPW	HANG AND/OR REMOVE BANNER	EACH REQUEST	450.00	450.00	EACH ADDITIONAL BANNER: $50.00	
132	DPW	USE OF BIKE PATH FOR ORGANIZED EVENTS	EACH EVENT	200.00	200.00	PER EVENT	
133	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER DAY	500.00		EXCLUSIVE USE OF HACKLEY PARK FOR SPECIAL ECENTS USING A LIQUOR LICENSE	-100.00%
134	DPW (PARKS)	EXCLUSIVE USE OF PERE MARQUETTE LARGE OVAL FOR SPECIAL EVENTS	PER DAY	250.00	250.00	EACH VEHICLE MUST HAVE BEACH PARKING PASS	
135	DPW (PARKS)	EXCLUSIVE USE OF HARBOUR TOWNE BEACH FOR SPECIAL EVENTS	PER DAY	1,500.00	1,500.00		
136	DPW (PARKS)	USE FEE IN ADDITION TO SPECIAL EVENT APPLICLATION FEE	PER DAY	125.00	125.00		
137	DPW (PARKS)	CLEANING DEPOSIT FOR EXCLUSIVE USE OF HACKLEY, PERE MARQUETTE OR MARGARET DRAKE ELLIOTT PARKS - SPECIAL EVENT	EACH	50.00	50.00		
138	DPW (PARKS)	PARK BUILDING USE	PER SESSION	175.00	175.00	11AM-7PM RENTAL ($50 REFUNDABLE FOR CLEANING DEPOSIT)	
139	DPW (PARKS)	PARK BUILDING USE	PER DAY	225.00	225.00	9AM-11PM RENTAL ($50 REFUNDABLE FOR CLEANING DEPOSIT)	
140	DPW (PARKS)	PARK BUILDING USE	PER SESSION	125.00	125.00	9-3 or 4-11 SESSIONS (+$50 REFUNDABLE FOR CLEANING DEPOSIT)	
141	DPW (PARKS)	PARK BUILDING USE (CLEANING/SECURITY DEPOSIT)	EACH	50.00	50.00	All buildings	
142	DPW (PARKS)	MC GRAFT PARK MUSIC BOWL	HOUR	45.00	45.00		
143	DPW (PARKS)	PARKS (LIGHT COSTS SPORT FIELDS & COURTS)	EACH	40.00	40.00		
144	DPW (PARKS)	PARKS (WOOD SNOW FENCE RENTAL)	EACH	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	
145	DPW (PARKS)	PARKS (USE OF GARBAGE CANS)	EACH	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	
146	DPW (PARKS)	SPORTS FIELD & COURT RENTAL (EXLUDES SETUP SERVICES)	2 HOUR RENTAL	25.00	25.00		
147	DPW (PARKS)	CHANNEL SHELTER RENTAL	PER DAY	50.00	50.00	9am-11pm	
148	DPW (PARKS)	CHANNEL SHELTER RENTAL	EACH SESSION	25.00	25.00		
149	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	30.00	30.00	Kruse#4 & Margaret Drake Elliot	
150	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	100.00	100.00	Seyferth Park	
151	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	75.00	60.00	Kruse#4 & Margaret Drake Elliot from 9am-11pm	-20.00%
152	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	175.00	175.00	Seyferth Park	
153	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	25.00	25.00	Kruse 1, 2 and 3 from 9am-11pm	
154	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	75.00	75.00	Beachwood	
155	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	50.00	50.00	Campbell and Smith Ryerson	
156	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	75.00	75.00	Campbell and Smith Ryerson	
157	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	50.00	50.00	For Kruse 1, 2 and 3 from 9am-11pm	
158	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	125.00	125.00	Beachwood 9am-11pm	
159	DPW (PARKS)	PICNIC SHELTER RENTAL RESERVATION CHANGE	EACH	15.00	15.00		
160	DPW (PARKS)	CLEANING FEE FOR RENTALS	EACH	75.00	75.00	NOT CHARGED IF FACILITY LEFT CLEAN	
161	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	EACH SESSION	50.00	25.00		-50.00%
162	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	PER DAY	75.00	50.00	9am-11pm	-33.33%
163	DPW (PARKS)	WEDDING RESERVATIONS-MCGRAFT LAGOON	EACH	150.00	150.00		
164	DPW (PARKS)	WEDDING RESERVATIONS-PERE MARQUETTE	EACH	175.00	175.00		
165	DPW (PARKS)	WEDDING RESERVATIONS-CHANNEL AREA (INCLUDES SHELTER)	EACH	225.00	200.00	WEDDING RESERVATIONS	-11.11%
166	DPW (PARKS)	ICE CREAM MACHINE RENTAL INCLUDING 2-BAGS OF ICE CREAM MIX	EACH	0.00	500.00		*NEW FEE*
167	DPW (PARKS)	ICE CREAM MACHINE DEPOSIT	EACH	0.00	250.00		*NEW FEE*
168	DPW (PARKS)	ICE CREAM MACHINE MIX - ADDITIONAL BAG	EACH	0.00	30.00		*NEW FEE*
169	DPW (PARKS)	KEY DEPOSIT (RESTROOM)	EACH	25.00	25.00		
170	DPW (PARKS)	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	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	
171	DPW (PARKS)	CITY SERVICES RENTAL OF POSTS	EACH POST	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	
172	DPW (PARKS)	CITY SERVICES (PICNIC TABLES)	EACH	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	
173	DPW (PARKS)	CITY SERVICES (LABOR PARKS OR DPW STAFF)	PER HOUR	60.00	60.00		
174	DPW (PARKS)	RENTAL OF PORTABLE STAGE	EACH	100.00	100.00		
175	DPW (PARKS)	RENTAL OF BLEACHERS	EACH	100.00	100.00		
176	DPW (PARKS)	BEACH PARKING DAILY RATE MON-THURS	EACH	7.00	7.00		
177	DPW (PARKS)	BEACH PARKING DAILY RATE WEEKENDS	EACH	10.00	10.00		
178	DPW (PARKS)	BEACH PARKING ANNUAL PASS	EACH	20.00	20.00		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
179	ENGINEERING	WIDE LOAD PERMIT	EACH	50.00	50.00		
180	ENGINEERING	CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)	EACH	8.00	8.00		
181	ENGINEERING	CHARGE FOR BID DOCUMENTS	EACH	40.00	40.00		
182	ENGINEERING	STORM WATER MANAGEMENT REVIEW FEE	EACH REVIEW	2,000.00	2,000.00	ADDITIONAL FEES MAY APPLY AS NEEDED	
183	ENGINEERING	REPLACE/ INSTALL RESIDENTIAL DRIVEWAY IN RIGHT OF WAY	EACH UNIT	25.00	25.00	SIDEWALK/DRIVE APPROACHES, LANDSCAPING	
184	ENGINEERING	UTILITY ANNUAL PERMIT FEE	EACH	1,750.00	1,750.00		
185	ENGINEERING	UTILITY CUT PERMIT FEE	UNIT	20.00	20.00		
186	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT <4 YEARSOLD)	SQUARE YARD	100.00	100.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
187	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT 4-9 YEARSOLD)	SQUARE YARD	75.00	75.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
188	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT >10 YEARSOLD)	SQUARE YARD	50.00	50.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
189	ENGINEERING	ROAD CLOSURE (EXCLUDING SPECIAL EVENTS)	EACH	25.00	25.00		
190	ENGINEERING	DUMPSTER IN ROAD OR RIGHT OF WAY	EACH	25.00	25.00		
191	ENGINEERING	REPLACE/ INSTALL SIDEWALK IN RIGHT OF WAY	EACH UNIT	25.00	25.00		
192	ENGINEERING	REPLACE/ INSTALL COMMERCIAL DRIVEWAY IN RIGHT OF WAY	EACH UNIT	50.00	50.00		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
193	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LOCAL			SERVICE NOW FREE VIA EMAIL	
194	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LONG DISTANCE			SERVICE NOW FREE VIA EMAIL	

	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
195	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE	FIRST VIOLATION	50.00	50.00	PLUS HOURLY COST FOR WORK PERFORMED.	
196	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	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	
197	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS	FIRST VIOLATION	90.00	90.00	PLUS HOURLY COST FOR WORK PERFORMED.	
198	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	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	
199	PUBLIC SAFETY - CODE ENFORCEMENT	LATE FEE ON INVOICES OVER 30 DAYS	EACH INVOICE	10.00	10.00		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
200	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	0.00	0.00	VACANT LESS THAN ONE YEAR	
201	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	100.00	100.00	VACANT 1 YEAR OR MORE (RESIDENTIAL)	
202	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	500.00	500.00	VACANT 1 YEAR OR MORE (COMMERCIAL)	
203	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	500.00	500.00	VACANT 1 YEAR OR MORE (INDUSTRIAL)	
204	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING			VACANT 5 YEARS BUT LESS THAN 10 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO $3,500.	
205	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING			VACANT 10 YEARS	
206	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING			EACH YEAR VACANT BEYOND 10 YEARS	
207	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (31-60 DAYS LATE)	OCCURRENCE	25.00	25.00	NON-REFUNDABLE FEE	
208	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (61-90 DAYS LATE)	OCCURRENCE	35.00	35.00	NON-REFUNDABLE FEE	
209	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION - FORMAL APPEAL FEE	OCCURRENCE	50.00	50.00	NON-REFUNDABLE FEE	
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
210	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (LONG TERM)	SINGLE UNIT	100.00	100.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	
211	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (SHORT TERM)	SINGLE UNIT	100.00	100.00	INSPECTIONS FOR SHORT TERM RENTALS	
212	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	DUPLEX	90.00	90.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	
213	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - BASE)	3 UNITS	110.00	110.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	
214	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - PER PARCEL OVER 3)	PER UNIT OVER 3	15.00	15.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	
215	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW FIRST TIME OR LATE CANCELLATION)	PER UNIT	70.00	70.00	FEE ASSESSED FOR NO-SHOW/LOCK OUT OR LATE CANCELLATION	
216	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE	OCCURRENCE	70.00	70.00	FEE ASSESSED WHEN A 3RD CANCELLATION IS RECEIVED BY CUSTOMER OR AGENT	
217	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE (STARTING WITH 4TH CANCELLATION)	OCCURRENCE	20.00	20.00	ADDED TO BASE CANCELLATION FEE; EACH CANCELLATION INSTANCE WILL CAUSE FEE TO INCREASE BY AN ADDITIONAL $15.00	
218	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW EACH ADDT'L TIME OR LATE CANCELLATION)	PER UNIT	25.00	25.00	ADDED TO BASE NO SHOW FEE; EACH NO SHOW INSTANCE WILL CAUSE INSPECTION FEE TO INCREASE BY AN ADDITIONAL $20.00	
219	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION FEE	PER UNIT	50.00	50.00	FEE TO BE ASSESSED TO PROPERTIES NOT BROUGHT INTO COMPLIANCE AFTER THE FIRST INSPECTION	
220	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION (STARTING WITH 2ND REINSPECTION)	PER UNIT	20.00	20.00	ADDED TO BASE NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL $15.00	
221	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (1ST EXTERIOR ONLY REINSPECTION)	PER UNIT	40.00	40.00	FEE ASSESSED TO PROPERTIES IN COMPLIANCE INTERIOR REQUIREMENTS BUT NOT IN COMPLIANCE WITH EXTERIOR REQUIREMENTS BY FIRST INSPECTION	
222	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (STARTING WITH 2ND EXTERIOR ONLY REINSPECTION)	PER UNIT	20.00	20.00	ADDED TO BASE EXTERIOR NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE EXTERIOR NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL $15.00	
223	PUBLIC SAFETY - RENTAL	LATE FEE FOR NON-PAYMENT OF RENTAL REGISTRATION ANNUAL FEE	EACH PROPERTY VIOLATION	15.00	15.00	FEE CHARGED AFTER 30 DAYS	
224	PUBLIC SAFETY - RENTAL	HOUSING-WARRANT INSPECTION FEE	EACH	150.00	150.00		
225	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - FIRST 5 BOARDS	PER INSTANCE	40.00	40.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP	
226	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - 6 OR MORE BOARDS	PER INSTANCE	60.00	60.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP	
227	PUBLIC SAFETY - ENV SERVICES	ADMINISTRATIVE OVERHEAD ON DEMOLITIONS	PER UNIT	20.0%	20.0%	BASED ON THE CONTRACTORS PRICE TO DEMOLISH	
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
228	FARMERS' MARKET	DAILY - SATURDAY	DAILY	30.00	30.00	SATURDAY ONLY	
229	FARMERS' MARKET	DAILY - WEEKDAY	DAILY	15.00	15.00	WEEKDAYS WITH NO TIERS	
230	FARMERS' MARKET	CORNER STALL-OUTDOOR	MAY-JUNE	550.00	550.00		
231	FARMERS' MARKET	TIER 1 - REGULAR	MAY-JUNE	500.00	500.00		
232	FARMERS' MARKET	REGULAR NO PARKING	MAY-JUNE	400.00	400.00		
233	FARMERS' MARKET	TIER 1 - CORNER	5 MONTHS	447.00	447.00		
234	FARMERS' MARKET	TIER 1 - REGULAR	5 MONTHS	413.00	413.00		
235	FARMERS' MARKET	TIER 2 - REGULAR	5 MONTHS	242.00	242.00		
236	FARMERS' MARKET	TIER 1 - CORNER	7 MONTHS	480.00	480.00		
237	FARMERS' MARKET	TIER 1 - REGULAR	7 MONTHS	443.00	443.00		
238	FARMERS' MARKET	TIER 2 - REGULAR	7 MONTHS	266.00	266.00		
239	FARMERS' MARKET	WINTER MARKET-GARAGE DOOR	DAILY	30.00	30.00		
240	FARMERS' MARKET	WINTER MARKET- SMALL TABLE	DAILY	20.00	20.00		
241	FARMERS' MARKET	WINTER MARKET	5 MONTHS	400.00	400.00	FEE FOR EXTENDED HOURS AT NEW MARKET	
242	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	
243	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	
244	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	
245	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	
246	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	
247	FARMERS' MARKET	SNAP/DOUBLE-UP FOOD BUCKS ADMIN FEE	2% OF TRANSACTION	2.0%	2.0%	FEE FOR COST OF TRANSACTION ADMINISTRATION	
248	FARMERS' MARKET KITCHEN	KITCHEN USE - PREP/TABLETOP -REGULAR USER	PER HOUR	12.00	12.00		
249	FARMERS' MARKET KITCHEN	KITCHEN USE - BAKING - REGULAR USER	PER HOUR	15.00	15.00		
250	FARMERS' MARKET KITCHEN	KITCHEN USE - PROCESSING - REGULAR USER	PER HOUR	15.00	15.00		
251	FARMERS' MARKET KITCHEN	KITCHEN USE - CATERING - REGULAR USER	PER HOUR	15.00	15.00		
252	FARMERS' MARKET KITCHEN	KITCHEN DRY STORAGE CAGE - MONTHLY	PER MONTH	20.00	20.00	COOLER/FREEZER STORAGE BY THE SHELF PER MONTH	

253	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT REGULAR USER	PER RENTAL	50.00	50.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC.	
254	FARMERS' MARKET KITCHEN	KITCHEN USE -APPLICATION FEE FOR REGULAR USER	PER RENTAL	20.00	20.00	INCLUDES ONE KEY CARD	
255	FARMERS' MARKET KITCHEN	KITCHEN USE -OCCASIONAL OR ONE TIME USE	PER HOUR	25.00	25.00		
256	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT OCCASIONAL OR ONE TIME USE	PER RENTAL	100.00	100.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC	
257	FARMERS' MARKET KITCHEN	KITCHEN USE - APPLICATION FEE OCCASIONAL OR ONE TIME USE	PER RENTAL	20.00	20.00		
258	FARMERS' MARKET KITCHEN	KITCHEN USE - KEY CARD FEE OCCASIONAL OR ONE TIME USE	PER RENTAL	10.00	10.00		
259	FARMERS' MARKET KITCHEN	KITCHEN USE - REPLACEMENT OF ISSUED KEY CARD	PER CARD	25.00	25.00		
260	FARMERS' MARKET KITCHEN	KITCHEN USE - EXTRA KEY	PER CARD	10.00	10.00		
261	FARMERS' MARKET KITCHEN	DEALERS $50/PER YEAR INCREMENTAL MAX $400.00					
262	FARMERS MARKET KITCHEN	CANCELLATION FEE	PER OCCURRENCE			CANCELLATION IS WITHOUT CHARGE IF MADE UP TO SEVEN DAYS IN ADVANCE; LESS THAN 7 DAYS NOTICE CHARGED THE FULL RENTAL RATE	
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
263	FINANCE	REPLACEMENT OF LOST PAYROLL CHECK	EACH OCCURRENCE	25.00	25.00		
264	FINANCE	COPIES OF CITY BUDGET OR CAFR	EACH	25.00	25.00		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
265	FIRE	FIRE REPORT COPY (MAJOR FIRE)	EACH	15.00	15.00		
266	FIRE	FIRE REPORT COPY (REGULAR)	EACH	5.00	5.00		
267	FIRE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	12.00	12.00		
268	FIRE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	15.00	15.00		
269	FIRE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	15.00	15.00		
270	FIRE	INSURANCE ADMINISTRATION ESCROW	EACH INCIDENT	15.00	15.00	PLUS RELATED COURT COSTS	
271	FIRE	FIRE INSPECTION ADDITIONAL VISIT	EACH INCIDENT	20.00	20.00	RE-INSPECTION/REPAIR/COMPLAINT	
272	FIRE	ARSON FIRE RESTITUTION FEE	PER HR ON CALL	50.00	50.00	PLUS RELATED COURT COSTS	
273	FIRE	FALSE ALARM FEE	PER HR ON CALL	30.00	30.00	AFTER 3RD FALSE ALARM IN ONE YEAR	
274	FIRE	WILLFUL NEGLIGENCE FIRE FEE	PER HR ON CALL	25.00	25.00		
275	FIRE	CONFINED SPACE RESCUE FEE	PER HR ON CALL	100.00	100.00		
276	FIRE	ICE RESCUE CALL	PER HR ON CALL	60.00	60.00		
277	FIRE	DOWNED POWER LINE	PER HR	60.00	60.00	AFTER FIRST FIFTEEN MINUTES, PER HOUR RATE	
278	FIRE	SPECIAL USE PERMITS (PER UFC)	EACH PER YEAR	25.00	25.00		
279	FIRE	STRUCTURE FIRE RESPONSE	EACH	500.00	500.00	CHARGED TO OWNER'S INSURANCE (RESIDENTAL / COMMERCIAL)	
280	FIRE	PI ACCIDENT RESPONSE	PER HR	60.00	60.00	CHARGED TO AT FAULT DRIVER'S AUTO INSURANCE COMPANY	
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
281	FLEA MARKET	DEALERS SPACE - CORNER COVERED SPACE	DAILY	25.00	25.00		
282	FLEA MARKET	DEALERS SPACE - 10 x 15 COVERED SPACE	DAILY	25.00	25.00		
283	FLEA MARKET	DEALERS SPACE - 10 x 30 ASHPHALT SPACE	DAILY	15.00	15.00		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
284	INCOME TAX	DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE	EACH	15.00	15.00	PLUS RELATED PENALTIES & INTEREST	
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
285	PUBLIC SAFETY - BUILDING	BUILDING CONTRACTOR REGISTRATION FEE	EACH	15.00	15.00		
286	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (COMMERCIAL)	EACH	25% of Value; Min $120.00	25% of Value; Min $120.00		
287	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (GARAGE)	EACH	60.00	60.00		
288	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (RESIDENTIAL)	EACH	120.00	120.00		
289	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($1-$1,000 VALUE)	EACH	55.00	55.00		
290	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($1,001-$2,000 VALUE)	BASE	55.00	55.00		
291	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($1,000-$2,000 VALUE)	EACH ADDITIONAL $100	3.50	3.50		
292	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($2,001-$25,000 VALUE)	BASE	92.75	92.75		
293	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($2,001-$25,000 VALUE)	EACH ADDITIONAL $1,000	15.38	15.38		
294	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($25,001-$50,000 VALUE)	BASE	463.00	463.00		
295	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($25,001-$50,000 VALUE)	EACH ADDITIONAL $1,000	11.50	11.50		
296	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($50,001-$100,000 VALUE)	BASE	753.00	753.00		
297	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($50,001-$100,000 VALUE)	EACH ADDITIONAL $1,000	8.00	8.00		
298	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($100,001-$500,000 VALUE)	BASE	1,150.00	1,150.00		
299	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($100,001-$500,000 VALUE)	EACH ADDITIONAL $1,000	6.40	6.40		
300	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($500,001-$1,000,000 VALUE)	BASE	3,731.00	3,731.00		
301	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($500,001-$1,000,000 VALUE)	EACH ADDITIONAL $1,000	5.45	5.45		
302	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER $1,000,000 VALUE)	BASE	6,449.00	6,449.00		
303	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER $1,000,000 VALUE)	EACH ADDITIONAL $1,000	4.15	4.15		
304	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (INSPECTION-SPECIAL. REINSPECTION, ETC.)	PER HOUR	65.00	65.00	REMOVED MINIMUM 2 HOURS	
305	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE)	EACH	50.00%	50.00%	OF REGULAR BUILDING PERMIT FEE	
306	PUBLIC SAFETY - BUILDING	BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)	PERMIT FEE	65.00%	65.00%	OF APPLICABLE PERMIT FEE	
307	PUBLIC SAFETY - BUILDING	CONSTRUCTION BOARD OF APPEALS APPLICATION FEE	EACH	500.00	500.00		
308	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASE PERMIT)	BASE	65.00	65.00		
309	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)	EACH	9.00	9.00		
310	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (CIRCUITS)	EACH	6.00	6.00		

311	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (DISHWASHER)	EACH	9.00	9.00		
312	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)	EACH	45.00	45.00		
313	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)	EACH 50'	9.00	9.00		
314	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)	EACH	75.00	75.00		
315	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)	EACH	150.00	150.00		
316	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)	EACH DEVICE	8.00	8.00		
317	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FURNACE-UNIT HEATER)	EACH	9.00	9.00		
318	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)	PER HOUR	45.00	45.00	MINIMUM 1 HOUR	
319	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00		
320	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)	HOUR	60.00	60.00	MINIMUM 1 HOUR	
321	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	HOUR	50.00	50.00	MINIMUM 1 HOUR	
322	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA OR HP UP TO 20)	EACH	9.00	9.00		
323	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 21 TO 50)	EACH	15.00	15.00		
324	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 50 AND OVER)	EACH	18.00	18.00		
325	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)	EACH	10.00	10.00		
326	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)	EACH	45.00	45.00		
327	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (MOBILE HOME SITE)	EACH	9.00	9.00		
328	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)	EACH	10.00	10.00		
329	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)	EACH	8.00	8.00		
330	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)	EACH	15.00	15.00		
331	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)	EACH	20.00	20.00		
332	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)	EACH	23.00	23.00		
333	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)	EACH	30.00	30.00		
334	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/GFI ONLY)	EACH	50.00	50.00		
335	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS LETTER)	EACH	15.00	15.00		
336	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS NEON)	EACH 25'	2.00	2.00		
337	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS UNIT)	EACH	10.00	10.00		
338	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)	EACH	45.00	45.00		
339	PUBLIC SAFETY - BUILDING	ELECTRICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
340	PUBLIC SAFETY - BUILDING	FIRE ALARM PLAN REVIEW FEE	EACH	25.00%	25.00%	OF PERMIT FEE FOR ANY SYSTEM OVER 10 DEVICES	
341	PUBLIC SAFETY - BUILDING	GARAGE MOVING FEE	EACH	200.00	200.00		
342	PUBLIC SAFETY - BUILDING	BUILDING MOVING FEE (EXCEPT GARAGE)	EACH	500.00	500.00		
343	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE INSPECTION FEE	EACH	80.00	80.00		
344	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE RE-INSPECTION FEE	EACH	50.00	50.00		
345	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)	EACH	20.00	20.00		
346	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)	EACH	60.00	60.00		
347	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)	EACH	5.00	5.00		
348	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)	EACH	20.00	20.00		
349	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-CHILLER)	EACH	30.00	30.00		
350	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)	EACH	30.00	30.00		
351	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)	EACH	30.00	30.00		
352	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)	EACH	30.00	30.00		
353	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)	EACH	30.00	30.00		
354	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (BASE PERMIT)	EACH	65.00	65.00		
355	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)	PER FOOT	0.10	0.10	$25.00 MINIMUM FEE	
356	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)	PER FOOT	0.10	0.10	$25.00 MINIMUM FEE	
357	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)	EACH	150.00	150.00		
358	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)	PER HEAD	0.75	0.75	$20.00 MINIMUM FEE	
359	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)	EACH	10.00	10.00		
360	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)	EACH	10.00	10.00		
361	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILERS)	EACH	30.00	30.00		
362	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)	EACH	25.00	25.00		
363	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)	EACH	8.00	8.00		
364	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)	EACH	20.00	20.00		
365	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)	EACH	45.00	45.00		
366	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)	EACH	5.00	5.00		
367	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)	EACH	30.00	30.00		
368	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)	EACH	30.00	30.00		
369	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00		
370	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00		
371	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)	EACH	30.00	30.00		
372	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)	EACH	50.00	50.00		
373	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)	EACH	20.00	20.00		
374	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)	EACH	30.00	30.00		
375	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-WATER HEATER)	EACH	10.00	10.00		
376	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HUMIDIFIERS)	EACH	10.00	10.00		

377	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-ADDITIONAL)	EACH	45.00	45.00		
378	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00		
379	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-HOURLY RATE)	EACH	60.00	60.00		
380	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	EACH	50.00	50.00		
381	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-TURN ON GAS)	EACH	45.00	45.00		
382	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)	EACH	5.00	5.00		
383	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS)	PER OUTLET	1.00	1.00		
384	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS)	EACH	2.00	2.00		
385	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)	PER OUTLET	0.50	0.50		
386	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (ROOFTOP HVAC UNIT)	EACH	60.00	60.00		
387	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-ABOVEGROUND)	EACH	20.00	20.00		
388	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-UNDERGROUND)	EACH	25.00	25.00		
389	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)	EACH	15.00	15.00		
390	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT VENTILATORS)	EACH	10.00	10.00		
391	PUBLIC SAFETY - BUILDING	MECHANICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
392	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (BASE PERMIT)	EACH	65.00	65.00		
393	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)	EACH	9.00	9.00		
394	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)	EACH	9.00	9.00		
395	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION ADDITIONAL)	EACH	45.00	45.00		
396	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION FINAL)	EACH	45.00	45.00		
397	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION HOURLY FEE)	EACH	60.00	60.00	MINIMUM TWO HOURS	
398	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)	EACH	50.00	50.00		
399	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MANHOLES-CATCHBASINS)	EACH	10.00	10.00		
400	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MEDICAL GAS INSTALLATION)	PER OUTLET	8.00	8.00		
401	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER 1/4" TO 2")	EACH	10.00	10.00		
402	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER OVER 2")	EACH	20.00	20.00		
403	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)	EACH	10.00	10.00		
404	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 6")	EACH	25.00	25.00		
405	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 6")	EACH	10.00	10.00		
406	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)	EACH	6.00	6.00		
407	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SUB-SOIL DRAINS)	EACH	9.00	9.00		
408	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/2")	EACH	30.00	30.00		
409	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/4")	EACH	23.00	23.00		
410	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1")	EACH	15.00	15.00		
411	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--2")	EACH	38.00	38.00		
412	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--3/4")	EACH	8.00	8.00		
413	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--OVER 2")	EACH	45.00	45.00		
414	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE 2" TO 6")	EACH	25.00	25.00		
415	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE LESS THAN 2")	EACH	10.00	10.00		
416	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE OVER 6")	EACH	50.00	50.00		
417	PUBLIC SAFETY - BUILDING	PLUMBING PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
418	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (GREASE TRAP INSPECTION)	EACH	45.00	45.00		
419	PUBLIC SAFETY - BUILDING	PROPERTY MAINTENANCE CODE APPEAL APPLICATION FEE	EACH	100.00	100.00		
420	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (RE-ROOF OVER OLD ROOF/1LAYERS MAX)	PER SQUARE	150.00	150.00		
421	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP THEN RE-ROOF)	PER SQUARE	250.00	250.00		
422	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP, RE-SHEET, THEN RE-ROOF)	PER SQUARE	300.00	300.00		
423	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	1 - 10 Outlets	50.00	50.00		
424	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	11 - 20 Outlets	100.00	100.00		
425	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	Over 20 Outlets - Per Outlet	2.00	2.00		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
426	MARINA	30 FOOT SLIP	EACH	2,310.00	2,310.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
427	MARINA	40 FOOT SLIP	EACH	3,080.00	3,080.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
428	MARINA	60 FOOT SLIP	EACH	4,080.00	4,080.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
~~429~~	~~MARINA~~	~~MULTIPLE SLIP RENTAL~~	~~RENT ADDITIONAL SLIP~~			~~ADDITIONAL 5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1~~	–
430	MARINA	HARD ACCESS (SLIPS 37-46, 69) UNDER 27' ONLY	EACH	1,800.00	1,800.00		
431	MARINA	CLASS A MOORING	EACH	583.00	583.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
432	MARINA	DAILY LAUNCH RAMP	EACH	10.00	10.00		
433	MARINA	SEASONAL LAUNCH RAMP STICKER	RESIDENT	50.00	50.00		
434	MARINA	SEASONAL LAUNCH RAMP STICKER	NON-RESIDENT	70.00	70.00		
435	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	RESIDENT	30.00	30.00		
436	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	NON-RESIDENT	45.00	45.00		
437	MARINA	END OF SEASON LAUNCH RAMP PERMIT	EACH	30.00	30.00	SOLD AFTER SEPTEMBER 15	
438	MARINA	END OF SEASON LATE REMOVAL FEE	PER DAY MINIMUM	32.00	32.00	MINIMUM - FEE CHARGED BASED ON TRANSIENT VESSEL RATES (VESSEL LENGTH) PER STATE DNR	
439	MARINA	SHOPPERS DOCK	EACH	10.00	10.00	$10 PER 3 HOURS, 35' DOCKS ONLY	
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
440	PLANNING	PRECINCT MAPS (LARGE)	EACH	30.00	30.00		
441	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	130.00	130.00	HARD COPY	

442	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	35.00	35.00	HARD COPY	
443	PLANNING	DOWNTOWN PLAN COPY	EACH	30.00	30.00	HARD COPY	
444	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	15.00	15.00	PROVIDED ON CD	
445	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	15.00	15.00	PROVIDED ON CD	
446	PLANNING	DOWNTOWN PLAN COPY	EACH	15.00	15.00	PROVIDED ON CD	
447	PLANNING	OPRA, COMMERCIAL REHAB, COMMERCIAL REDEVELOPMENT	EACH	1,200.00	1,000.00	2021 FEES WERE 1,000	-16.67%
448	PLANNING	CRITICAL DUNE	EACH	1,100.00	1500-2500	BASED ON CONSULTANT FEES	RANGES
449	PLANNING	OBSOLETE PROPERTY REHAB FILING & MONITORING FEE	EACH			2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM $500)	
450	PLANNING	NEZ APPLICATION FEE	EACH	50.00	50.00		
451	PLANNING	IFT/CFT APPLICATION FEE	EACH	2,000.00		2% OF ABATED TAXES, NOT TO EXCEED $1,722	-100.00%
452	PLANNING	IFT/CFT/OPRA/COMMERCIAL REHAB DISTRICT ESTABLISHMENT IF ON A SEPARATE MEETING FROM CERTIFICATE	EACH	500.00	500.00		
453	PLANNING	PERSONAL PROPERTY ABATEMENT FEE	EACH			2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM $400)	
454	PLANNING	COMMERCIAL REHAB FILING/MONITORING FEE	EACH			2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM $500)	
455	PLANNING	GROUNDWATER ORDINANCE APPLICATION FEE	EACH	1,000.00	1,000.00		
456	PLANNING	BROWNFIELD DEVELOPMENT APPLICATION FEE	EACH	5,000.00	5,000.00	IF TAX CAPTURE FEE BASED ON ACTUAL COSTS	
457	PLANNING	PARKS AND RECREATION PLAN	EACH	30.00	30.00	HARD COPY	
458	PLANNING	DOWNTOWN RESIDENTIAL PARKING PASS	EACH	50.00	50.00		
459	PLANNING	PARKS AND RECREATION PLAN	EACH	15.00	15.00	CD	
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
460	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (EACH ADDITIONAL PAGE)	EACH	0.25	0.25		
461	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (FIRST PAGE)	EACH	5.50	5.50		
462	POLICE	BIKE REGISTRATION (CHANGE OWNERSHIP)	EACH	2.00	2.00		
463	POLICE	BIKE REGISTRATION (DUPLICATE)	EACH	1.00	1.00		
464	POLICE	BIKE REGISTRATION (ENGRAVING)	EACH	0.00	0.00	NO CHARGE	
465	POLICE	BIKE REGISTRATION (NEW)	EACH	2.00	2.00		
466	POLICE	CITATION COPY	EACH	5.50	5.50		
467	POLICE	FALSE ALARM FEE (4TH IN YEAR)	EACH	30.00	30.00		
468	POLICE	FALSE ALARM FEE (5TH IN YEAR)	EACH	60.00	60.00		
469	POLICE	FALSE ALARM FEE (6TH OR MORE IN YEAR)	EACH	75.00	75.00		
470	POLICE	LICENSE TO PURCHASE FEE	EACH	6.00	6.00	INCLUDES $1.00 COST TO PROVIDE OWNER COPY OF INFORMATION AND $5.00 NOTARY FEE	
471	POLICE	LIQUOR - SPECIAL LICENSE - NEW EVENT (45 DAYS PRIOR TO EVENT)	EACH	150.00	150.00		
472	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, OUTSIDE CITY RATE (45 DAYS PRIOR TO EVENT)	EACH	125.00	125.00		
473	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, IN CITY RATE (45 DAYS PRIOR TO EVENT)	EACH	75.00	75.00		
474	POLICE	LIQUOR - SPECIAL LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	250.00	250.00		
475	POLICE	LIQUOR - SPECIAL LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED		
476	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (45 DAYS PRIOR TO EVENT)	EACH	40.00	40.00		
477	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	60.00	60.00		
478	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED		
479	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (45 DAYS PRIOR TO EVENT)	EACH	40.00	40.00		
480	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	60.00	60.00		
481	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED		
482	POLICE	OUIL COST RECOVERY FEE	EACH	ACTUAL COSTS	ACTUAL COSTS		
483	POLICE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00		
484	POLICE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00		
485	POLICE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00		
486	POLICE	PRELIMINARY BREATH TEST	EACH	5.00	5.00	FOR COURT/PROBATION ORDERED TEST	
487	POLICE	VIN INSPECTION	EACH	30.00	30.00		
488	POLICE	VEHICLE IMPOUND FEE	EACH	55.00	55.00		
489	POLICE	VEHICLE IMPOUND FEE (COURT-ORDERED)	EVERY 30 DAYS	55.00	55.00		
490	POLICE	BILL OF SALE PAPERWORK FROM AUCTION REDO	EACH	50.00	50.00		
491	POLICE	PAPER DRIVERS LICENSE FOR OUIL ARREST	EACH	10.00	10.00		
492	POLICE	TEMPORARY LICENSE PAPER PLATE	EACH	10.00	10.00		
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
493	SPECIAL EVENTS	PARKS (WOOD SNOW FENCE RENTAL)	EACH	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	
494	SPECIAL EVENTS	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	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	
495	SPECIAL EVENTS	CITY SERVICES RENTAL OF POSTS	EACH POST	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	
496	SPECIAL EVENTS	CITY SERVICES (PICNIC TABLES)	EACH	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	
497	SPECIAL EVENTS	FILM & MUSIC EVENTS ADMINISTRATION FEE	EACH	50.00	50.00		
498	SPECIAL EVENTS	SPEICAL EVENTS HYDRANT USAGE	PER HYDRANT	100.00	100.00	THIS RATE INCLUDES INSTALLATION/REMOVAL AND TESTING	
499	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	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	

500	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	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	
501	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	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	
502	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	100.00	100.00		
503	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		
504	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		
505	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	400.00	400.00		
506	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - STRAIGHT TIME)	PER HOUR	40.00	40.00		
507	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - 1.5 OVERTIME)	PER HOUR	60.00	60.00		
508	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - TRIPLE OVERTIME)	PER HOUR	120.00	120.00		
509	SPECIAL EVENTS	PLASTIC TRASH BAGS (1 CASE)	EACH	40.00	40.00		
510	SPECIAL EVENTS	CITY SERVICES TRUCK/TRAILER RENTAL MAY BE CHARGED TRANSPORTATION OF BARRICADES, CONES, TABLES & ETC	PER HOUR	60.00	60.00		
511	SPECIAL EVENTS	HARBOUR TOWNE BEACH USER FEE	PER EVENT	1,500.00	1,500.00		
512	SPECIAL EVENTS	TRAIL BICYCLE/WALKING PATHS	PER EVENT	200.00	200.00		

	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
513	TREASURER	DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT)	EACH	2.00	2.00		
514	TREASURER	PROPERTY TAX PROJECTION/ESTIMATE LETTER	EACH	20.00	20.00		
515	TREASURER	NSF CHECK/NSF ACH HANDLING CHARGE	EACH	35.00	35.00		
516	TREASURER	TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD)	EACH	3.00	3.00		
517	TREASURER	TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD)	EACH	3.00	3.00		
518	TREASURER	TRANSACTION SERVICE FEE (PAYMENTS MADE AT WINDOWW/O BILL)	EACH	2.00	2.00		
519	TREASURER	TRANSACTION ADMINISTRATIVE FEE (CREDIT CARD PAYMENTS BY PHONE)	EACH	5.00	5.00		
520	TREASURER	PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION)	EACH	5.00	5.00		
521	TREASURER	PROPERTY TAX ROLL ON CD-ROM OR ELECTRONIC FILE	EACH	125.00	125.00		
522	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (PERFORMED BY CITY STAFF)	EACH	35.00	35.00	PAYMENT IN ADVANCE W/CREDIT CARD REQUIRED	
523	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (SELF-HELP INTERNET LOOKUP)	EACH	20.00	20.00		
524	TREASURER	PENALTY ASSESSMENT ON DELINQUENT TAXES	EACH	3.0%	3.0%		
525	TREASURER	PROPERTY TAX ADMINISTRATION FEE (PTAF)	EACH	1.0%	1.0%		
526	TREASURER	LANDLORD'S AFFIDAVIT FILING	EACH	500.00	500.00		
527	TREASURER	CREDIT CARD CONVENIENCE FEE	EACH	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	

	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
528	WATER FILTRATION	WATER TEST SAMPLE	PER SAMPLE	80.00	80.00	COVERS STAFF TIME AND LAB WORK	
529	WATER-SEWER	DELINQUENT PAYMENT PENALTY	PAST DUE BALANCE	10.00%	10.00%		
530	WATER-SEWER	DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)	PAST DUE BALANCE	GREATER OF 20% OR $25.00	GREATER OF 20% OR $25.00		
531	WATER-SEWER	HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE	EACH	50.00	50.00	$400.00 REFUNDABLE DEPOSIT ALSO REQUIRED	
532	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER PERMIT)	EACH	1,200.00	1,200.00	INCLUDES REPAIR AND POSSIBLE REPLACEMENT OF SERVICE	
533	WATER-SEWER	METER REPLACEMENT AT OWNER'S REQUEST	EACH	ACTUAL COSTS	ACTUAL COSTS		
534	WATER-SEWER	METER RESET AT OWNER'S REQUEST	EACH	35.00	35.00		
535	WATER-SEWER	METER TEST	EACH	35.00	35.00		
536	WATER-SEWER	MISSED METER APPOINTMENT	EACH	25.00	25.00		
537	WATER-SEWER	TEMPORARY (MINIMUM 30 DAY) SERVICE	EACH	25.00	25.00		
538	WATER-SEWER	THAWING WATER/SEWER LINE	EACH	200.00	200.00	FIRST VISIT IS FREE - FEE CHARGED PER VISIT AFTER FIRST ONE EACH SEASON	
539	WATER-SEWER	TURN ON CHARGE (AFTER HOURS)	EACH	100.00	100.00	CALL IN MINIMUM 3 HOURS	
540	WATER-SEWER	TURN ON CHARGE (REGULAR HOURS)	EACH	40.00	40.00		
541	WATER-SEWER	TURN ON CHARGE (SEASONAL USE)	EACH	12.50	12.50		
542	WATER-SEWER	TURN ON CHARGE (MISSED APPOINTMENT - SAME DAY TURN ON)	EACH	40.00	40.00		
543	WATER-SEWER	TV SEWER LATERAL	EACH	100.00	100.00	FEE APPLIED TO SEWER PERMIT IF PROBLEM IS IN THE CITY'S PORTION OF SYSTEM	
544	WATER-SEWER	UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)	EACH	200.00	200.00		
545	WATER-SEWER	UNAUTHORIZED WATER USE (ADDITIONAL CHARGE FOR CONT'D USE)	PER DAY	20.00	20.00		
546	WATER-SEWER	BACKFLOW PREVENTER DEVICE REGISTRATION/AUDIT FEE	ANNUAL FEE-EACH DEVICE	10.00	10.00		
547	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,500.00	1,500.00		
548	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1"	EACH	2,500.00	2,500.00		
549	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,500.00	4,500.00		
550	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 2"	EACH	7,300.00	7,300.00		
551	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00		
552	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00		
553	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00		
554	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	VARIABLE	VARIABLE	BASED ON CALCULATED CAPACITY	VARIABLE
555	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 2"	EACH	0.00	0.00	TIME & MATERIALS BASIS	
556	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 4"	EACH	7,300.00	7,300.00	TIME & MATERIALS BASIS	
557	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 6"	EACH	12,800.00	12,800.00	TIME & MATERIALS BASIS	

558	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 8"	EACH	20,000.00	20,000.00	TIME & MATERIALS BASIS	
559	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 12"	EACH	40,000.00	40,000.00	TIME & MATERIALS BASIS	
560	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,500.00	1,500.00		
561	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1"	EACH	2,500.00	2,500.00		
562	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,500.00	4,500.00		
563	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 2"	EACH	7,300.00	7,300.00		
564	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00		
565	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00		
566	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00		
567	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	VARIABLE	VARIABLE	BASED ON CALCULATED CAPACITY	VARIABLE
568	WATER-SEWER	STORM WATER CROSS CONNECTION SEWER TREATMENT CHARGE	PER DAY	0.00	0.00		
569	WATER-SEWER	LARGE WATERMAIN TAPS	EACH	300.00	300.00	PLUS TIME &MATERIALS	
570	WATER-SEWER	SMALL WATER TAPS	EACH	100.00	100.00	SMALL TAP FEE UP TO AND INCLUDING 2' WATER SERVICE	
571	WATER-SEWER	RESIDENTIAL FLAT RATE SEWER CHARGE	MONTH	Variable	Variable	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER	BASED ON SEWAGE RATE
572	WATER-SEWER	COMMERCIAL FLAT RATE SEWER CHARGE	MONTH	Variable	Variable	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER	BASED ON SEWAGE RATE
	DEPARTMENT	DESCRIPTION	UNIT	2021 FEES	2022 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
573	ZONING	SPECIAL MEETING FEE (PLANNING, ZBA)	PER REQUEST	500.00	500.00		
574	ZONING	FENCE PERMIT FEE	EACH	30.00	30.00		
575	ZONING	LOT SPLIT REVIEW	EACH	30.00	30.00		
576	ZONING	ZONING, GIS MAPS (UP TO 17" x 24")	EACH	15.00	15.00		
577	ZONING	ZONING, GIS MAPS (17" x 24" TO 34" x 44")	EACH	25.00	25.00		
578	ZONING	PLANNED UNIT DEVELOPMENT (PUD)	EACH	0.00	0.00		
579	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - PRELIMINARY	EACH	600.00	600.00		
580	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - FINAL	EACH	600.00	600.00		
581	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - AMENDMENT	EACH	500.00	500.00		
582	ZONING	SIDEWALK BENCH ENCROACHMENT	PER BENCH PER MONTH	5.00	5.00		
583	ZONING	SITE PLAN REVIEW FEE - MINOR	EACH	200.00	200.00		
584	ZONING	SITE PLAN REVIEW FEE - MAJOR	EACH	400.00	400.00		
585	ZONING	PLANNING COMMISSION REVIEW	EACH	600.00	600.00		
586	ZONING	SPECIAL USE PERMIT	EACH	600.00	600.00		
587	ZONING	ALLEY OR STREET VACATION	EACH	600.00	600.00		
588	ZONING	ZONING COMPLIANCE LETTER	EACH	30.00	30.00		
589	ZONING	ZONE CHANGE	EACH	600.00	600.00		
590	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - COMMERCIAL	EACH	400.00	400.00	COMMERCIAL/INDUSTRIAL ONLY	
591	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - RESIDENTIAL	EACH	300.00	300.00	RESIDENTIAL ONLY	
592	ZONING	ZONING - AMENDMENT TO THE ORDINANCE	EACH	600.00	600.00		
593	ZONING	ZONING ORDINANCE COPY	EACH	25.00	25.00		
594	ZONING	ZONING ORDINANCE COPY W/ MAP	EACH	45.00	45.00		
595	WESTERN MARKET	APPLICATION FEE	EACH	25.00	25.00		
596	WESTERN MARKET	DEPOSIT-REFUNDABLE	EACH	150.00	150.00		
597	WESTERN MARKET	EXTRA ELECTRICITY	EACH UNIT	50.00	50.00		
598	WESTERN MARKET	USER FEE 90 SQUARE FEET	EACH SEASON	1,325.00	1,325.00		
599	WESTERN MARKET	USER FEE 120 SQUARE FEET	EACH SEASON	1,750.00	1,750.00		
600	WESTERN MARKET	USER FEE 150 SQUARE FEET	EACH SEASON	2,125.00	2,125.00		
		NR * = FEES APPLICABLE TO NON-RESIDENTS OF THE CITY					

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 02/08/2022	Title: Roberts Street Elevated Tank Painting
Submitted By: Joe Buthker	Department: Public Works - Filtration

Brief Summary: Staff is requesting authorization to contract with Dixon Engineering for professional services related to painting and repairing the Roberts Street elevated tank.

Detailed Summary:

The Roberts Street elevated tank, located at the corner of Roberts and Lawrence in the Marquette neighborhood, is a critical component of the City's water system. The exterior and interior coatings on the tank are beyond their expected lifetimes. A 2019 inspection found deterioration and delamination on both the exterior and interior coatings. The exterior needs a completely new overcoat, while the interior needs to be patched at various points of failure. Other minor modifications to the tank are required to bring it into compliance with safety standards and drinking water regulations.

Staff worked with Dixon Engineering on a proposal for professional services to oversee the design, bidding, construction, and post-construction phases of the Roberts Street elevated tank project. Dixon has extensive knowledge of the City's elevated tanks from performing multiple inspections and managing numerous repair projects on all three of the City's elevated tanks, so bids were not solicited for the professional services portion of this project. Bids for the construction portion of this project will be brought back to the Commission for consideration after they are received. This project is included in the FY 2021-2022 capital improvement budget.

Amount Requested: $47,000.00	Amount Budgeted: $400,000.00
Fund(s) or Account(s): 591-92035-5346	Fund(s) or Account(s): 591-92035-5346

Recommended Motion:

Authorize staff to contract with Dixon Engineering in the amount of $47,000.00 for professional services to oversee the painting and repairs of the Roberts Street elevated tank.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **City of Muskegon, Michigan** ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Bidding and Contract Documents, Preconstruction Meeting, Welding Observation, Wet Interior, Exterior, Dry Interior Coating Observation, and One (1) Year ROV Warranty Observation on the 1,000,000 Gallon Radial Arm (Roberts Tank) (**"Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount $**47,000**.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager	January 13, 2022
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)	PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Joe Buthker	Designated Person: Eric Binkowski
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
City of Muskegon	Dixon Engineering, Inc.
1900 Beach St.	1104 Third Avenue
Muskegon, MI 49441	Lake Odessa, MI 48849
Email: joe.buthker@shorelinecity.com	Email: eric.binkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
B. Resident Project Representative (RPR): EXHIBIT A Part 1
C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
    1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
    2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
    3. EXHIBIT C, Attachments C-1, and C-2.
    4. EXHIBIT E, Electronic Documents Protocol (EDP).
    5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
    6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:
    1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
    2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
    3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
C. EXHIBITS D, F, and H merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:
   1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
   2. DIXON shall prepare Technical Specifications and Drawings to include:
      a. Additions to General Conditions of Construction Contract relevant to coating projects.
      b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
      c. Specifications for Coating Repair or Replacement.
   3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
   4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
   5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
   6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
   7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
   8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:
   1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
   2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
   3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:
   1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.

2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
    a. Section 00 00 00 Notice to Bidders.
    b. Section 00 24 00 Project Summary.
    c. Section 00 21 13 Instructions to Bidders.
    d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
    e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
    f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
    g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
11. If Owner agrees, issue Notice of Award to recommended Bidder.
12. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
13. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
14. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
15. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.
4. Provide a place for the bid opening and open the Bids received.

5. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
6. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:
   1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
   2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
   3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
   4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
   5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures
   1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
   2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
   3. Hold Point General:
      a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
   4. Hold Point Weld/Modifications- Observe, Record, Report, and:
      a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
   5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
      a. Review abrasive and coating materials for approved manufactures.
      b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
      c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
      d. Review coating mixing, thinning, and manufacturer's application requirements.
      e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
      f. Observe wet interior using high/low voltage holiday detection.
      g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
   6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
      a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
      b. Collect spent abrasive for sampling and testing.
      c. Abrasive blast cleaning prior to application of the prime coat.
      d. Prime coat prior to application of the next coat.

e. Intermediate coat prior to application of the stripe or topcoat.
f. Stripe coat prior to application of the topcoat.
g. Observe wet interior using high/low voltage holiday detection.
h. Topcoat for compliance with specifications.

7. Hold Point Coating Exterior - Observe, Record, Report, and:
   a. Verify test area for high (HPWC) pressure water blast cleaning meets or exceeds minimum specified standard.
   b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
   c. Spot power tool, feathering, and compliance with specifications.
   d. Spot prime coat prior to application of the epoxy intermediate coat.
   e. Prime coat prior to application of the epoxy intermediate coat.
   f. Epoxy intermediate coat prior to application of the urethane intermediate coat.
   g. Urethane intermediate coat prior to application of the topcoat.
   h. Topcoat for compliance with specifications.
   i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
   a. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
   b. Abrasive blast cleaning prior to application of the prime coat.
   c. Spot prime coat prior to application of the intermediate coat.
   d. Topcoat for compliance with specifications. Review all contract items to assure they have been completed according to contract requirements.
9. Hold Point Project Finalization:
   a. Review all repairs not installed until after coating.
   b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
   c. Observe the installation of screens, light bulbs, etc.
   d. Observe Site for restoration to pre-project conditions.
   e. Formulate a punch list of items to complete.
   f. Create a second punch list if needed before finalization.
   g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

A. Basic Services:
1. One Year Warranty Observation - ROV and Exterior:

a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
b. Observe the exterior coating and quantify damages.
c. Review all repairs completed during Construction Phase.
d. Review all exterior appurtenances for damage due to corrosion or construction.
e. Review exterior of the exposed foundations.
f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.

B. Post Construction Phase - Owner's Responsibilities:
1. Warranty Observation - ROV Observation:
a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

A. Standard Hourly Rate (SHR) Method:
    1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
        a. Overtime rates apply to over 40 hours worked between Monday and Friday.
        b. Overtime rates apply for all hours worked on weekends and holidays.
        c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
    2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
        a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
        b. The estimator then calculates Reimbursable Expenses based on the same criteria.
        c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.

A. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
B. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
    1. DIXON may use a Lump Sum for the entire project.
D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
    1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.

B. RPR Services **c**ontractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.

C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.

D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.

E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in this Exhibit C Attachment 1.

B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
    a. Excessive submittal review,
    b. Excessive evaluations of proposed substitutes,
    c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
    d. Work is defective, require correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
    1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
    2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
    3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
B. Annual Cost Adjustment – January 1 each year.
    1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
    2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.

3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.

B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.

C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
   1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

D. Disputed Invoices*:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Owner.

PART 3 SELECTION OF RPR SERVICES

C3.00 Hold Point Observations:

A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Seven Thousand Dollars, $47,000** and summarized as follows:

Schedule of Values				
Discription of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			$6,000	Lump Sum
A1.02-Bidding and Contract Documents			$1,000	Lump Sum
A1.03-Preconstruction Meeting			$1,000	Unit Price
A1.03-Other Defined Basic Services - Project Administration			$2,400	Lump Sum
A1.03-RPR Services Weld	1	$1,275	$1,275	Unit Price
A1.03-RPR Critical Phase Coating	26	$1,175	$30,550	Unit Price
A1.03-Finalization Site Review by PM	1	$1,275	$1,275	Unit Price
A1.04-Warranty Observation			$3,500	Lump Sum
Total			$47,000	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Labor Class	Per Hour	Overtime Rate
Principal	$400.00	
Officer/Associate	$200.00	
Project Manager	$170.00	$255.00
Engineer	$175.00	$263.00
CWI Welding RPR	$170.00-$187.00	$255.00-$280.00
DIXON Level 3 or NACE Certified Level 3 RPR	$118.00-$155.00	$177.00-$233.00
DIXON Level 2 or NACE Level 2 RPR	$107.00-$135.00	$160.00-$203.00
DIXON Level 1 or NACE Level 1 RPR	$96.00-$117.00	$144.00-$175.00
Contract Support Staff	$123.00-$150.00	$185.00-$225.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$158.00 per diem	$148.00 per diem
Meals	$52.00 per diem	$48.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2022 **(Revised: 8/16/2021)**

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
   1. Basic Requirements
      a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
      b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
      c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
      d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
      e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
   2. System Infrastructure for Electronic Document Exchange
      a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
      b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
      c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party

maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.

B. Software Requirements for Electronic Document Exchange; Limitations
   1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
   2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOCX	Microsoft® Word. docx format.
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.

GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:

A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.

B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.

C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.

E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.

B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would be in conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.

1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest;

and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.

C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.

E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:

1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
2. the safety precautions and programs incident thereto,
3. or security or safety at the Project site, nor
4. for any failure of a Constructor's furnishing and performing of its work.
5. DIXON shall not be responsible for the acts or omissions of any Constructor or
6. for Constructor's compliance with Laws and Regulations.

G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.

H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.

I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.

K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of

qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
   1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
   2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
   3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
   4. The limited license to Owner shall not create any rights in third parties.

GP1.04 Records Retention:

A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

A. Suspension:
   1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
   2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
   3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
   4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
   1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   2. By DIXON:
      a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
   3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.

C. Termination for Cause – Task Order:
    1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
        a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.06.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
    2. In addition to its termination rights in Paragraph GP1.06. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:

a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
    3. DIXON will have no liability to Owner on account of any termination by DIXON for cause.

D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

E. Payments Upon Termination:
    1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
    2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.

B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
    1. Changes after the Effective Date to Laws and Regulations.
    2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.

C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly

indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
    1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
    2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
    3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
    4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability:	
1) Bodily injury, each accident	$1,000,000
2) Bodily injury by disease, each employee	$1,000,000
3) Bodily injury/disease, aggregate	$1,000,000
3. General Liability:	
1) Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
2) General Aggregate	$2,000,000
4. Excess or Umbrella Liability:	
1) Per Occurrence	$5,000,000
2) General Aggregate	$5,000,000
5. Automobile Liability:	
1) Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
6. Professional Liability:	
1) Each Claim Made	$2,000,000
2) Annual Aggregate	$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:
   1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
   2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8th, 2022	Title: As-Needed Forestry Services
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is requesting authorization to award a contract To Andy's Tree Service to provide $75,000 of As-Needed Forestry Services within the City.

Detailed Summary:

The City Commission allocated $75,000 towards Contractual Forestry Work under line 101-70771-5300 in the 21/22 Fiscal Year. The Commission had previously (9/14/21) approved an extension of the previous contract with CHOP, Inc. CHOP, Inc. is not available to fulfill this service during the required timeframe and staff is seeking to move forward to develop a contract with Andy's Tree Service.

CHOP, Inc. contacted DPW staff to inform them that they would not have time to accomplish work for the City within the optimal timeframe to minimize the risk of spreading Oak Wilt as a result of staffing shortages and other work commitments. As such staff solicited bids and availability from four (4) other forestry providers to determine who else might be available to perform work during the available Oak Wilt timeframe. Two (2) providers were available and provided bids which are attached.

Both bids were comparable to the pricing provided by CHOP for similar services.

CHOP is headquartered in Kent County while both of the new bidders are located within Muskegon County.

This represents a deviation from the purchasing policy in that formal open competitive bids were not solicited as the time required would have pushed the contract approval out of the optimal window for Oak Wilt work. Staff worked to follow the lower tier purchasing policy guidance in obtaining three written quotes for the work to still ensure a competitive nature to the bidding.

Staff is recommending that a contract be awarded to the low bidder (Andy's Tree Service).

If funding is approved for the continuation of this service in FY22/23 staff will repost for open competitive bidding.

Amount Requested: $75,000	Amount Budgeted: $75,000
Fund(s) or Account(s): 101-70771-5300	Fund(s) or Account(s): 101-70771-5300

Recommended Motion:

Authorize staff to cancel the previously approved contract extension with CHOP, Inc. and negotiate a contract with Andy's Tree Service in the amount of $75,000 for completion of As-Needed Forestry Services during the 21/22 Fiscal Year.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Andy's Tree Service L.L.C.

Fruitport,Mi. 49415

Estimate

Date	Estimate #
1/12/2022	13690

Name / Address
Cemetery

Project

Description	Qty	Cost	Total
tree trimming and removal of desired limbs and trees. complete clean-up stumps cut low. wood 6" and bigger to be left on site in designated area. 4men spider lift or bucket (depending on access) chipper and loader. $475,00 per hr. ($75.00 per hr for crane if needed for large removals) ****one way travel to be included in billing****		0.00	0.00

proof of insurance to be sent straight from F Bureau agent

Total $0.00

Acme Tree and Tower
4074 E. Apple Ave
Muskegon, MI 49442
Phone: 231-788-4644 / (231) 638-7854

ESTIMATE FOR TREE REMOVAL AND STUMP GRINDING

Name: City of Muskgon
Address: _____
_____

DATE: 1/19/22

PHONE: _____

Description of Work

$550.00 per hour Per (4) man Crew
working Approx. 8 hrs per day

EQUIPMENT NEEDED

- [X] BUCKET TRUCK
- [X] SWINGER
- [X] CRANE
- [ ] SM. STUMP GRINDER
- [ ] LG. STUMP GRINDER
- [ ] LOG TRUCK
- [X] SPYDER
- [X] CHIP TRUCK
- [ ] POLE SAW
- [ ] BLACK DIRT
- [ ] BLOWER
- [ ] CHIPPER
- [ ] BLACK DIRT
- [ ] HAND CLIMBER

WORK TO BE DONE

TREE	STUMP
[X] TRIM TREE ONLY	[ ] JUST GRIND
[X] JUST DOWN	[ ] CLEAN UP
[X] CHIP BRUSH	[ ] BLACK DIRT
[ ] HAUL WOOD AWAY	[ ] COMPLETE
[ ] COMPLETE	
[ ] CLEAN UP	

ESTIMATED BY: Dave C

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: Arena Restrooms, ADA Improvements
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval to enter into a design build agreement with Spark 43 to design and construct ADA egress, public restrooms, storage and alley/utility improvements at the Mercy Health Arena.	
Detailed Summary. Staff has been working to develop a long-term solution to three downtown issues: large-capacity public restrooms for special events and daily visitors, ADA egress from the west side of the arena, and capacity to replace the arena's storage that was lost in a windstorm in 2015 (https://www.mlive.com/news/muskegon/2015/04/lc_walker_arena_officials_tryi.html). If approved, this plan will help address all three issues. The construction would create ADA access from Western Avenue using the small alleyway between the arena and the CIO Hall. The walkway would consist of a ramp connecting Western Avenue to the egress doors on the Arena's western façade. Currently, all occupants utilizing that egress point must exit via a steep set of stairs constructed 50+ years ago. As part of the ramp construction, we will gain barrier-free entry to the arena's new restrooms directly from the exterior of the arena. This will allow the arena restrooms to be accessed by the general public without entering the arena. Additionally, as part of the new ramped egress, a storage area approximately 20 feet x 25 feet will be created to help store important arena assets like football/soccer turf, floor coverings, etc. The project would also include replacing the stormwater, sanitary sewers, and watermains in the alley. Note that the costs are based on engineers estimates, and all trades will be hard-bid to meet the City's purchasing policies. We are proposing to use ARPA for the non-utility improvements, and the utility funds for the corresponding utility improvements.	
Amount Requested: $750,000	Amount Budgeted: N/A
Fund(s) or Account(s): State/Federal Grants	Fund(s) or Account(s): N/A
Recommended Motion: Accept the proposal from Spark 43 and authorize the expenditures not to exceed $750,000, inclusive of design and contingencies.	

Mercy Health Arena

ADA arena egress, storage &

Thayer Utility Upgrades

SPARK43
ARCHITECTS

www.spark43arch.com
ph: (616) 288 - 4989

John Whitten, AIA, NCARB
Founding Principal Architect
john@spark43arch.com

Table of Contents

0..... Cover page
1.....Table of Contents
2.....Agreement Letter
5.....Schedule
6.....Budget Summary
8.....Budget Detail
13.....Conceptual Drawings

SPARK43
ARCHITECTS

Proposal, Scope & Letter Agreement

Owner's Representation, Design and Build of Mercy Health addition

Date: **January 11, 2022**

Client: **Attn: Frank Peterson**
Mercy Health Arena
470 W Western Ave
Muskegon, MI 49440

Project(s): **Mercy Health Arena – ADA arena egress, Storage, & Thayer Utility Upgrades**

Frank,

Thank you for reaching out and allowing us the opportunity to take care of you and the Mercy Health Arena project. As you know, my goal is to provide value at every turn, and I am confident my assembled team can bring you this value in an integrated approach through design, building and overseeing the work required at the Mercy Health Arena. I am very excited to implement the success we both expect through the assembled team structure, and to work on your behalf to continue to move Muskegon forward.

To follow up on our discussions, please allow this letter agreement to provide definition of our conceptual scope, as broken out into the individual category and phases. We see this project being broken down into three separate categories for tracking purposes but executed as one singular project. Also attached are several documents to help define the project, your needs, our responsibilities, and the requirements of each portion.

Here is a general summary of the services as they pertain to the three areas of this combined project. Further details are provided in the attachments too.

Area 1: Expansion area for Storage and ADA walk space

- Exiting onto Thayer St is an under used egress. We intend to pursue removal of a majority of the doors at this entrance, as well as replace the existing stairs. A new storage area with access to the locker rooms would replace the existing stair location, as well as a patio/deck on the upper level to allow congregating during events. We foresee the deck being a gathering spot, and would provide a simple metal roof, lighting, power supply, mobile heaters and a rebuilt walkway to W. Western. In conjunction with the Thayer utility upgrade, we foresee this deck being an ideal stage that could be used for events, DJ setups during block parties, workout events for the training facility or as a broadcasting screen for summer movie nights.
- Proposed Scope: Oversight, Design, and Construction Management Services.
- Budgeted Cost:
  - Design - $37,963
  - Construction – $351,029
  - Total Projected Cost - $388,992

Area 2: ADA egress & Restroom Connection

- The existing restrooms in the Mercy Health Arena are located next to the exterior wall along the 5th Street facing side of the building. This provides an opportunity, through minor remodeling, to connect these restrooms to the exterior. This allows these restrooms to be utilized by the public during W Western events without fully opening the Arena up, mitigating the need for portable restroom rentals, and ensuring a cleaner and more sanitary experience for event guests.
- Scope: Oversight, Design, and Construction Management services.
- Budgeted Cost:
  - Design - $3,500
  - Construction – $77,795
  - Total Projected Cost - $81,295

Area 3: Thayer Utility Refresh

- Thayer Street infrastructure is at an age where it makes sense to remove and replace the existing utilities. Due to the substantial level of demo and excavation being done at the Mercy Health Arena for the Storage addition, it would be logical and fiscally responsible to do this utility upgrade while the rest of the street is opened for the expansion work. Additionally, this would provide an opportunity to refresh the street, making it an asset that can be utilized by the training facility, brewery, Mercy Health arena, as well as an extension of the W Western Corridor that is often used for events. Through simple grade changes, enclosing the exposed electrical gear and repaving the street this dark "alley" would be transformed into a desirable congregating area.
- Scope: Coordinate with DPW, provide coordination efforts to align all projects together, ensure full vision and design efforts are completed, provide design efforts and all necessary CM components.
- Budgeted Cost:
  - Design – $14,000
  - Construction - $245,765
  - Total Projected Cost - $259,765

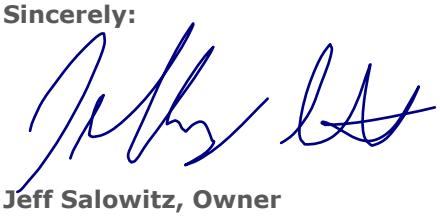
The combined projected cost of completing all three areas is a total of $730,052, and through a combined approach would provide cost savings throughout the entire project.

Our goal is to provide the right team to bring value to all three of these projects by keeping them on budget and completing them in a timely fashion while lessening the burden and workload of your teams, allowing them to focus on their tasks on hand. Simply put, we will be the single point of management throughout the entire process; programming & design, preconstruction, construction and closeout processes, serving as an extension of your existing team.

For any efforts above and beyond the attached herein, we are proposing an hourly rate of $150/hour be used. All additional work will be done only with the prior authorization and approval of the City of Muskegon. We look forward to working with you and your team on the upcoming projects in the capacities listed above. **We can guarantee you projects on time, under budget, and an overall enjoyable, exciting, and simple project – that's what we do.**

If you are in acceptance of the general outline of this proposal, we would like to begin immediately with our design team. Please contact us with any questions and as always, we appreciate the opportunity to build something great together!

Sincerely:



Jeff Salowitz, Owner

Schedule

January.....Owner to review and sign off on Design Efforts

February 1 - March 31..... Design Efforts commence coordinate with DPW

April1 - April 22.....Finalize Design, Bid and issue Construction Contracts

April 25.....Commence Construction

July 22.....Complete Construction

August 1.....Owner Occupancy

Mercy Health Arena
Conceptual
1/11/2022

					Total
Preconstruction Phase Services					
	Preconstruction CM Services			$	4,800
	Design Consultants & Subcontractors			$	24,820
	Thayer Utility Design Services			$	14,000
	Reimbursables			$	1,802
	Design Contingency (to be carried through design phase)	1.0%		$	5,042
	Survey & Layout			$	5,000
			PreConstruction Sub Total:	***$***	***55,463***
Cost of the Work				$	504,150
024	BUILDING DEMOLITION		$ 22,000		
028	HAZARDOUS MATERIAL		$ -		
030	CONCRETE		$ 65,500		
042	MASONRY		$ 76,800		
051	STEEL		$ 30,750		
060	GENERAL TRADES		$ 15,000		
072	BUILDING INSULATION		$ 2,000		
077	GUTTERS & DOWNSPOUTS		$ 1,000		
079	CAULKING		$ 2,500		
083	OVERHEAD DOORS		$ 11,000		
084	GLASS & ALUMINUM		$ 7,000		
092	FRAMING, DRYWALL, & ACOUSTICAL		$ 5,000		
096	FLOORING		$ 7,500		
099	PAINT		$ 12,000		
221	PLUMBING		$ 4,500		
230	MECHANICAL		$ 13,500		
260	ELECTRICAL		$ 24,500		
310	EARTHWORK & UTILITIES		$ 200,000		
323	FENCING		$ 3,600		
Allowances and Contingencies					
	Allowance(s)			$	-
	Construction	5.0%		$	25,208
			Cost of the Work Subtotal:	***$***	***529,358***
Construction Support					
	General Conditions			$	39,650
	Building Permit			$	8,135
	Bonding			$	-
	Insurances			$	5,344
	Inspections & Testing			$	3,000
	Survey & Layout			$	5,000
			Construction Support Subtotal:	***$***	***61,129***
Construction Phase Services					
LABOR				$	39,000
FEE / OH&P				$	45,103
			Construction Phase Services - Total:	**$**	**84,103**
			Total Estimated Construction Contract Value:	**$**	**730,052**

Qualifications, Inclusions, & Exclusions:

1. Bonding is not included at this time.
2. Thayer Ave is currently included for an estimated cost of $259,765, inclusive of all design, construction and fees.
3. The Arena Restrooms are estimated at a cost of $36,460, inclusive of all design, construction and fees.
4. The Arena storage expansion is estimated at a cost of $433,828, inclusive of all design, construction and fees.

Value Enhancement

1. If 3D Scanning is needed, this can be provided for a lump sum of $1,600.
2. Completing all projects at the same time allows for continuity of management and ultimately cost savings on the Ownership side.
3. Upon final bidding of the project, CM fees will be updated and a final budget solidified for final contracts.

Project Name:	**Mercy Health Arena**		**General Project Info:**			**Total**	**Unit Price**
Project Address:	**470 W Western Ave, Muskegon, MI 49440**		Use	**Storage/Deck**	Site Acreage		**#DIV/0!**
Client:	**City of Muskegon**		Structure	**Precast**	Building Gross SF		**#DIV/0!**
Architect:	**Spark 43**		Wall Type	**Precast**	Building Foot Print		**#DIV/0!**
Estimate Type:	**Conceptual**		MEP Systems	**TBD**	Building Heated SF		**#DIV/0!**
Drawing Date:	**TBD**		# of Floors	**1**	Total Unit SF		**#DIV/0!**
LEED:	**No**				# of Units		**#DIV/0!**

Taxable: **6.0%**
Labor Burden: **60.0%**

Project Schedule:

			Start	Finish
Preconstruction	17.0	Weeks	**01/02/22**	**05/01/22**
Construction Phase	13.0	Weeks	**05/02/22**	**08/01/22**
	3.00	Months		

Project Cost Estimate: **$ 730,052**

PROJECT ESTIMATE DETAIL

Description		Unit	Quantity	CC	Subs & Consultants	Reimbursables	Comments	Category Total
Preconstruction Services								
	Owners Representative Services	LS	1	$ -			Thayer Utility Coordination Only	0
	Preconstruction CM Services	LS	1	$ 4,800			See Precon Services Detail Sheet	4,800
	Design Consultants & Subcontractors	LS	1		$ 38,820		See Precon Services Detail Sheet	38,820
	Reimbursables	LS	1			$ 1,802	See Precon Services Detail Sheet	1,802
								4,800

Description		Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
				Labor	*Material*	*Equipment*	*$$$*	*Name*			
Cost of Work											
024	**BUILDING DEMOLITION**										22,000
	Demo Existing Doors	EA	8				250.00				
	Demo Existing Stairs	LS	1				10,000.00				
	Demo Immediate area under stairways	SF	750				10.00				
	Dig footings	LF	100				25.00				
028	**HAZARDOUS MATERIAL**										0
	None required	LS	1								
030	**CONCRETE**										65,500
	Concrete demo	LS	1				0.00			Included Above	
	Footings	LF	100				75.00				

	Description	Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
				Labor	*Material*	*Equipment*	*$$$*	*Name*			
	Sidewalk - alleyway	SF	800				15.00				
	Poured Concrete Deck	SF	800				35.00				
	Slab on Grade	SF	1,000				10.00				
	Poured stairs w/ nosings	LS	1				8,000.00				
042	**MASONRY**										76,800
	Demo/Cut in new restroom doorway	EA	1				500.00				
	Tooth in new restroom door lintel	EA	1				250.00				
	Tooth in new restroom doorway	EA	1				250.00				
	Demo/Cut in new locker room doorway	EA	1				500.00				
	Tooth in new locker room door lintel	EA	1				250.00				
	Tooth in new locker room doorway	EA	1				250.00				
	10' Structural Masonry block walls	SF	1,100				68.00				
		EA	1								
		EA	1								
051	**STEEL**										30,750
	14' Steel Lintel	EA	1				2,500.00				
	10' Steel Lintel	EA	1				2,000.00				
	Patio steel roof	SF	800				10.00				
	Patio Columns	EA	8				500.00				
	Patio Joists	EA	6				500.00				
	Patio Hand Railings	LF	150				75.00				
060	**GENERAL TRADES**										15,000
061	Rough Framing Package	LS	1								
	Interior HM restroom doors	EA	3				2,000.00				
	Exterior HM restroom door	EA	1				2,500.00				
	Exterior HM storage door	LS	1				2,500.00				
	Locker room HM door	EA	1				2,500.00				
	Interior Restroom Wall & Demo	LS	1				1,500.00				
061.1	Rough Lumber Materials	LS	1								
061.2	Rough Carpentry	LS	1								
062	Interior Carpentry Package	LS	1								
062.1	Interior Trim-Materials	LS	1								
062.2	Finish Carpentry	LS	1								
064	Millwork & Cabinetry	LS	1								
081	Frames, Doors, & Hardware	LS	1								
072	**BUILDING INSULATION**										2,000
	Poly ISO	SF	1,000				2.00				
077	**GUTTERS & DOWNSPOUTS**										1,000
	Patio Gutters & Downspouts	LF	40				25.00				
079	**CAULKING**										2,500
	Allowance	LS	1				2,500.00				

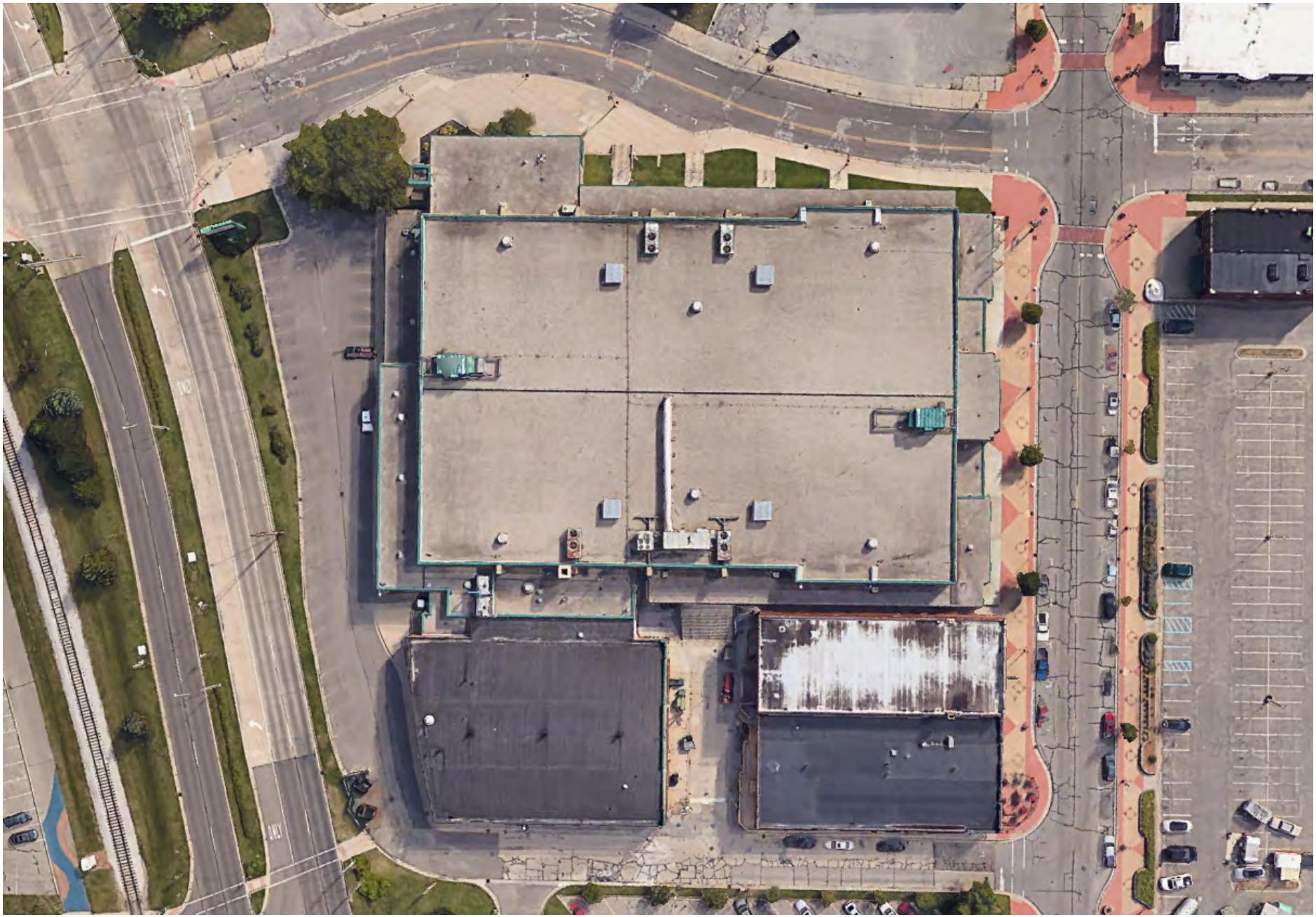
Description		Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
				Labor	*Material*	*Equipment*	*$$$*	*Name*			
083	**OVERHEAD DOORS**										11,000
	8x8 Garage door	EA	1				4,500.00				
	8x16 Garage Door	EA	1				6,500.00				
084	**GLASS & ALUMINUM**										7,000
	Exterior upper patio doors	EA	2				3,500.00				
092	**FRAMING, DRYWALL, & ACOUSTICAL**										5,000
	Interior restroom walls	LF	50				100.00				
096	**FLOORING**										7,500
	Restroom flooring	SF	300				25.00				
099	**PAINT**										12,000
	Restroom Paint	SF	1,000				3.00				
	Exterior painting	SF	1,100				3.00				
	Interior storage painting	SF	1,900				3.00				
221	**PLUMBING**										4,500
	Demo Existing Toilet plumbing	EA	3				1,500.00			Does not consider if there is piping in the wall we are demoing.	
	Install Hosebib in Storage area	LS	-							TBD	
	None required	LS	1								
	None required	LS	1								
	None required	LS	1								
230	**MECHANICAL**										13,500
	Ceiling mounted storage heater	EA	1				2,500.00				
	Cabinet Unit Heater in Restroom	EA	1				2,500.00				
	Patio Gas Heaters	EA	4				1,500.00				
	Gas Hookup	EA	1				2,500.00				
260	**ELECTRICAL**										24,500
	Base - Service, Gear, Panels, Lights & Plug Circuits	LS	1								
	General layout	LS	1				15,000.00				
	Plug Circuits Patio/Alley	EA	6				500.00				
	Plug Circuits Storage	EA	8				500.00				
	Garage Doors	EA	2				500.00				
262	Low Voltage	LS	1								
	TV locations	EA	4				250.00				
	POS Stations	EA	2				250.00				
265	Light Fixture Package	LS	1								
	Egress lighting Patio & Alley	EA	10				250.00				
	Light Fixture Package	EA	10				250.00				
272	Communication Systems	LS	1								
281	Fire Alarm & Security	LS	1								
310	**EARTHWORK & UTILITIES**										200,000
	Thayer Work	LS	1				200,000.00				

Description		Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
				Labor	*Material*	*Equipment*	*$$$*	*Name*			
Demo Thayer St		SF	3,500								
Excavate old Thayer utilities		SF	3,500								
Replace existing Thayer utilities											
12" Sanitary Gravity Main		LF	120								
10" Sanitary Gravity Main		LF	35								
6" Watermain		LF	200								
12" City of Muskegon		LF	180								
10" City of Muskegon		LF	35								
Fire Hydrant		EA	1								
321	**ASPHALT PAVING**										0
Repave Thayer		CY	35				0.00			Assumed as part of the DPW $200k budget	
323	**FENCING**										3,600
Thayer Utility Fencing		LF	80				45.00				
										Cost of Work Subtotals	**504,150**
Allowances & Contingencies											
Allowance(s)		LS	1								0
Design Contingency		%	1.00%						$ 504,150		5,042
Construction Contingency		%	5.00%						$ 504,150		25,208
Scope Specific Contingencies:											0
										Allowance & Contingencies Subtotals	**30,249**
Value Enhancement											
Accepted VE											0
Pending VE											0
Suggested VE											0
										Value Enhancement Subtotals	**0**
Construction Support											
General Conditions		LS	1						$ 39,650	See GCs Detail Sheet	39,650
Building Permit		LS	1						$ 8,135		8,135
BUILDING PERMIT (1 = YES, 0 = NO)		**1**							$ 636,193	Project Total Value	
JURISDICTION		**GRAND RAPIDS**									
COST FOR FIRST $1,000.00		40.00	40								
COST FOR EACH ADDITIONAL $1,000.00		6.50	4129								
PLAN REVIEW FEE (IF PROJECT > 1,000,000)		10%	0								
Bonding											0
Surety Bond		LS	-						$ -		

Description	Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
			Labor	*Material*	*Equipment*	*$$$*	*Name*			
Insurances										5,344
Liability Insurance	%	1.00%						$ 534,399		
Design Build Insurance	LS	-						$ -		
Builder's Risk Insurance	LS	1						$ -		
Inspections & Testing										3,000
Materials Testing	LS	1				$ 1,500	Allowance			
Trade 3rd Party Testing	LS	1				$ 1,500	Allowance			
Survey & Layout										10,000
Site & Utility Staking	LS	1				$ 2,500	Allowance			
Site & Utility Staking	LS	1				$ 5,000	Allowance		Includes $5k for design needs	
Building Construction Staking	LS	1				$ 2,500	Allowance			
								Construction Support Subtotal		**66,129**

Description	Unit	Quantity	CC	Subs & Consultants	Reimbursables	Comments	Category Total
Construction Management Services							
Coalition Companies	LS	1	$ 39,000	$ -	$ -	See CM Services Detail Sheet	39,000
Construction Management Fee	%	7.00%	$ 644,328				45,103
						Construction Management Subtotal	84,103

$ 689,431



MERCY HEALTH ARENA - MUSKEGON
THAYER AVE. PATIO COORDINATION

City of Muskegon Utility Map

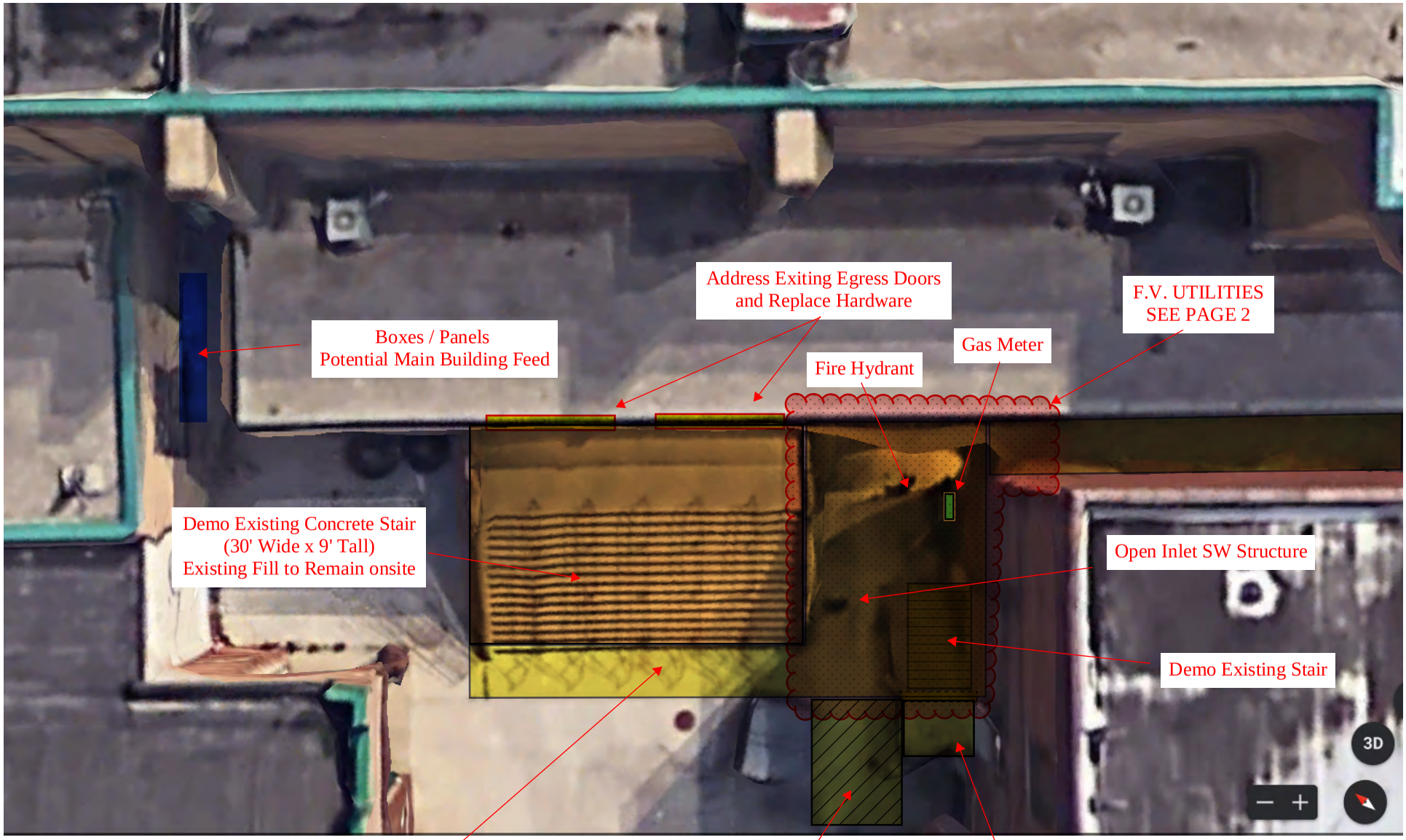
Date: 12/21/2021

ADD / ALT #1 - Off Street Restrooms
- Plumbing & Electrical Safe-Off / Sawcutting / Re-Work Utilities
- Concrete & Landing / Masonry / Overhead Canopy / Door(s) / MEP

BASE BID - Demo Existing Concrete Stair
(30' Wide x 9' Tall) Existing
Fill to Remain onsite

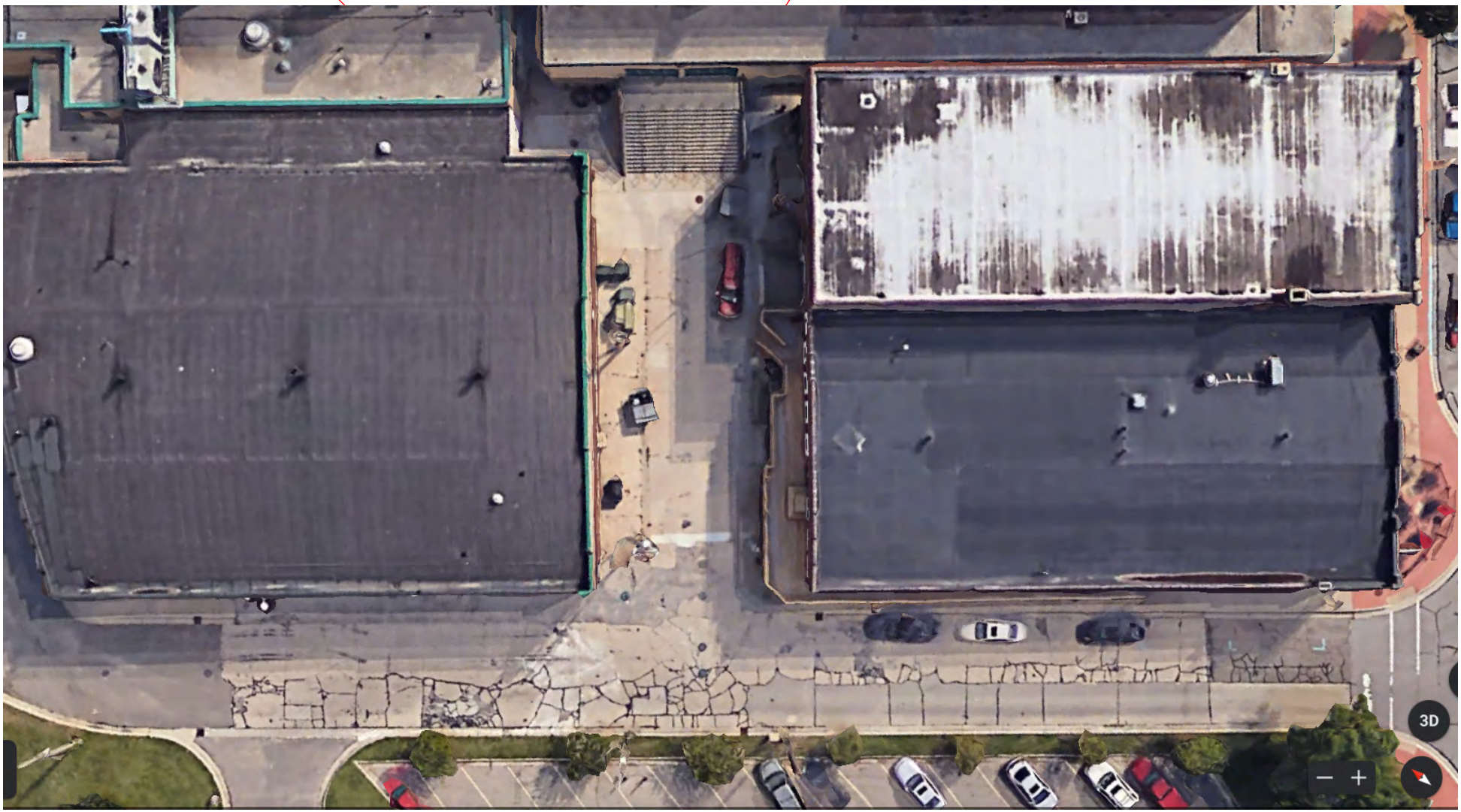
BASE BID - Approximated Limits of Disturbance
& Pavement Replacement

BASE BID BLOW-UP



ADD / ALT #2 - Thayer Ave. Utility Improvement
- Demo Pavement / Re-Work Underground Utilities
- Re-Pave Thayer Ave. & Install Utility Screen

BASE BID - Patio Construction
Thayer Ave. Exit



BASE BID - Patio / Storage BLD PRELIM Basis of Design:

- Continuous Concrete footing w/ minor CMU Foundation
- CMU Wall Construction w/ structural span beams
- Elevated Deck w/ Structural Concrete Roof to establish Patio Area
- Open Air Metal Canopy above patio / walk
- Misc. Metal Egress Stair

Potential to add Swings at the leading edge of the patio

BASE BID - Patio / Storage BLD PRELIM MEP Design:

- Minor MEP packages required. FV Safe-Off & Separations
- Power Distribution: Outlet(s) / HVAC Heating Equipment / Overhead Doors
- Lighting: Code / Storage / Pergola / Site Lighting Wall Packs
- HVAC: Natural Gas Unit Heaters at Storage & Radiant Heat at Patio
- Low Voltage Extension: Surveillance / Exterior Audio / Speaker System

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: Purchase of Billboard Space from Lamar Advertising
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to purchase up to $13,720 in billboard advertisements as part of the city's community outreach for safe marihuana consumption.	
Detailed Summary: The Commission will determine which advertisement locations to select at the Work Session, which will determine the final price.	
Amount Requested: Up to $13,720	Amount Budgeted: $13,720
Fund(s) or Account(s): General Fund	Fund(s) or Account(s): General Fund
Recommended Motion: To approve staff recommendation number one of the marihuana educational campaign.	

LAMAR | MUSKEGON

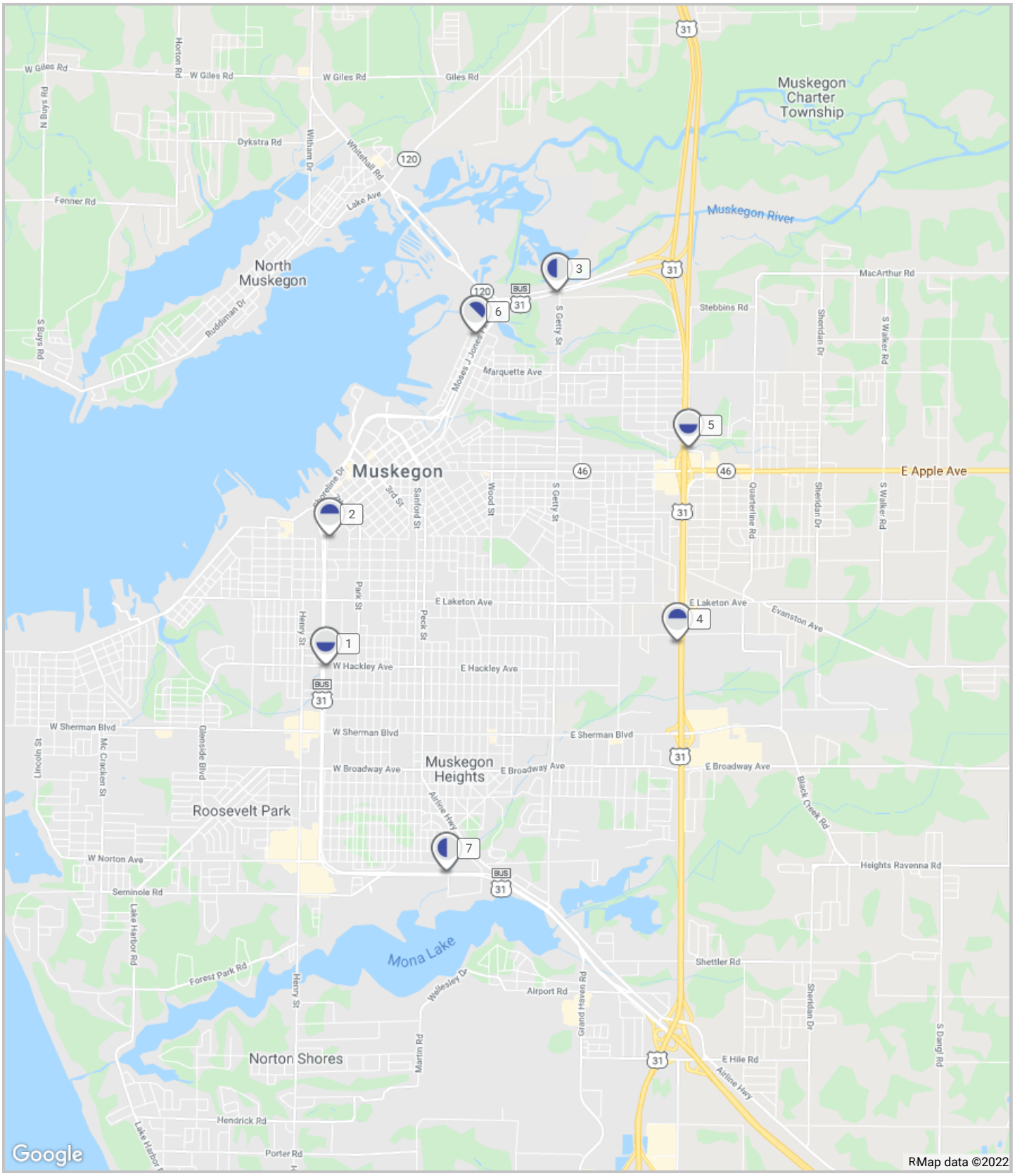
City of Muskegon

January 25, 2022

CITY OF MUSKEGON

MAP #1

CITY OF MUSKEGON



LOCATION LIST
CITY OF MUSKEGON

*Impression values based on: Total Population

Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	1	22281	7408237	Rotary Bulletin / Regular	North	14' 0" x 48' 0"	82,266	YES

Location: E/S SEAWAY 0.1 MI S/O HACKLEY F/N
Current Advertiser: AIR FORCE RESERVE
Rate: $1,800.00
Production Cost: 1008
Miscellaneous: Available 3/14 - 7/03

Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	2	22143	7408197	Rotary Bulletin / Regular	South	14' 0" x 48' 0"	84,126	YES

Location: E/S SHORELINE DR 0.1 MI N/O SOUTHERN F/S
Current Advertiser: APACHE LOGISITICS
Rate: $950.00
Production Cost: 1008
Miscellaneous: Available 3/14 - 7/03

Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	3	22185	7408212	Rotary Bulletin / Regular	East	14' 0" x 48' 0"	83,887	YES

Location: S/S NORTH SEAWAY @ GETTY F/E
Current Advertiser: AIR FORCE RESERVE
Rate: $1,900.00
Production Cost: 1008
Miscellaneous: Available 3/14 - 7/03

Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	4	22700	30880966	Rotary Bulletin / Regular	South	14' 0" x 48' 0"	260,268	YES

Location: W/S US-31 0.3 MI S/O Laketon Avenue F/S
Current Advertiser: GE AVIATION MUSKEGON
Rate: $1,250.00
Production Cost: 1008
Miscellaneous: Available 3/14 - 7/03

Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	5	22621	7408295	Rotary Bulletin / Regular	North	14' 0" x 48' 0"	171,281	YES

Location: E/S US-31 0.1 MI N/O M-46 F/N
Current Advertiser: ACUTEX INC
Rate: $2,000.00
Production Cost: 1008
Miscellaneous: Available 3/14 - 7/03

LOCATION LIST
CITY OF MUSKEGON

*Impression values based on: Total Population

Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	6	202	7408128	Permanent Bulletin / Regular	South West	10' 6" x 36' 0"	79,881	YES

Location: W/S SEAWAY DR 0.1 MI S/O BAYOU F/S
Current Advertiser: AIR FORCE RESERVE
Rate: $950.00
Production Cost: 580
Miscellaneous: Available 3/14 - 7/03

Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	7	215	7408144	Permanent Bulletin / Regular	East	10' 6" x 36' 0"	100,514	YES

Location: S/S SEAWAY @ HOYT F/E
Current Advertiser: HAP
Rate: $1,000.00
Production Cost: 580
Miscellaneous: Available 4/11 - 7/03

Total Weekly Impressions: 862,223

PANEL #22281

E/S SEAWAY 0.1 MI S/O HACKLEY F/N

LOCATION #1

ADVERTISING STRENGTHS: This unit is located near the heart of Muskegon's business loop and reaches local residents and professionals bound for Sherman Blvd., Norton Shores, and the Henry St. business corridor.

WEEKLY IMPRESSIONS:	82,266*
MEDIA TYPE/STYLE:	Rotary Bulletin - Regular
LAT/LONG:	43.21183 / -86.25931
MARKET:	MUSKEGON
GEOPATH ID:	7408237
PANEL SIZE:	14' 0" x 48' 0" View Spec Sheet
VINYL SIZE:	15' 0" x 49' 0"
FACING/READ:	North / Left
ILLUMINATED:	YES
RATE:	$1,800.00
PRODUCTION COST:	1008
MISCELLANEOUS:	Available 3/14 - 7/03
SHIPPING ADDRESS:	4898 S. Quarterline Rd Muskegon, MI 49444

*Impression values based on:Total Population

PANEL #22143

E/S SHORELINE DR 0.1 MI N/O SOUTHERN F/S

LOCATION #2

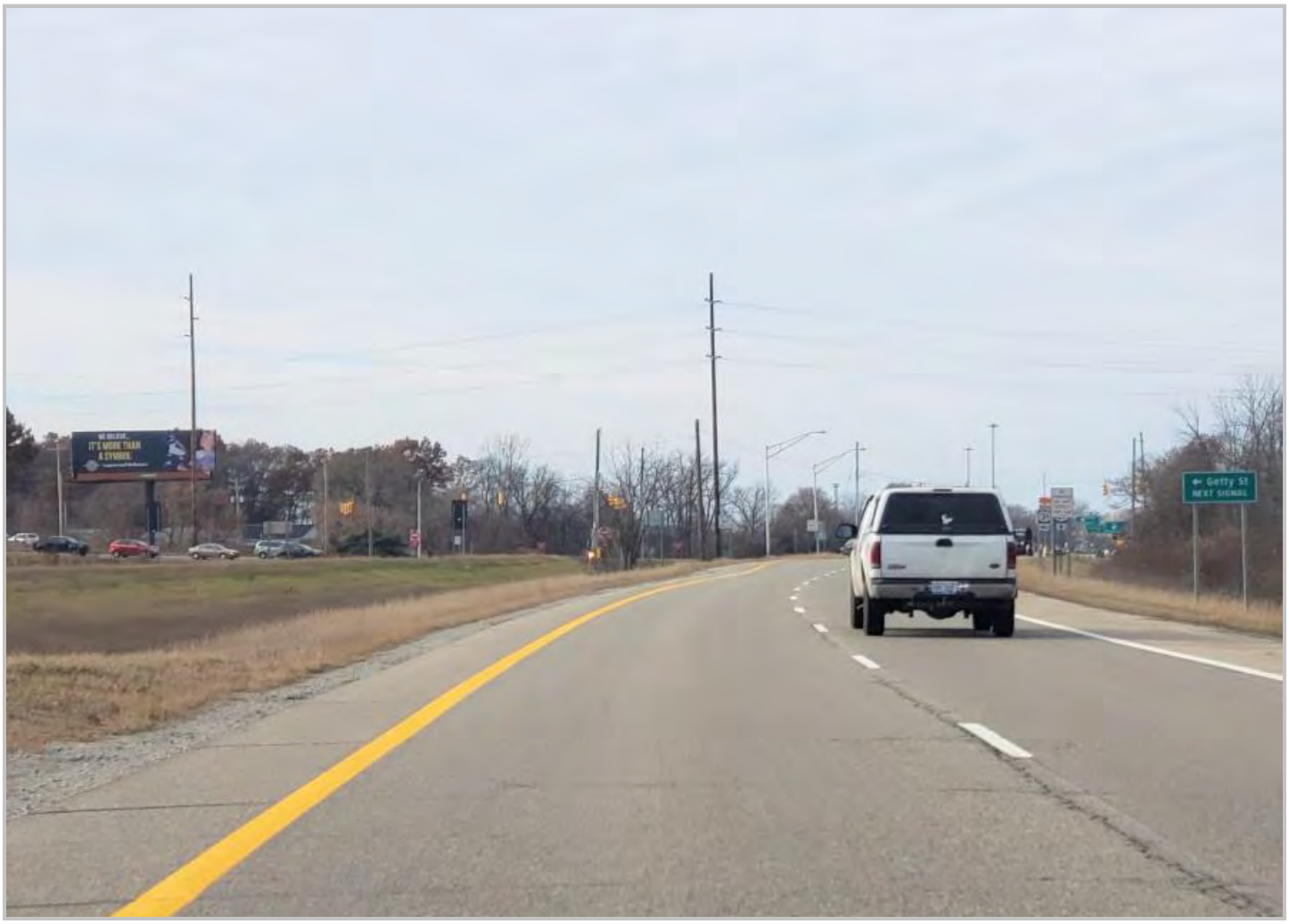
ADVERTISING STRENGTHS: This unit is located near downtown Muskegon, Muskegon Lake, and Heritage Landing and reaches professionals working downtown and festival goers to the many Heritage Landing events.

WEEKLY IMPRESSIONS:	84,126*
MEDIA TYPE/STYLE:	Rotary Bulletin - Regular
LAT/LONG:	43.22617 / -86.25883
MARKET:	MUSKEGON
GEOPATH ID:	7408197
PANEL SIZE:	14' 0" x 48' 0" View Spec Sheet
VINYL SIZE:	15' 0" x 49' 0"
FACING/READ:	South / Right
ILLUMINATED:	YES
RATE:	$950.00
PRODUCTION COST:	1008
MISCELLANEOUS:	Available 3/14 - 7/03
SHIPPING ADDRESS:	4898 S. Quarterline Rd Muskegon, MI 49444

*Impression values based on:Total Population

PANEL #22185

S/S NORTH SEAWAY @ GETTY F/E



LOCATION #3

ADVERTISING STRENGTHS: This bulletin is located on the north end of Business 31 and is directly across the street from L-3 Combat Propulsion Systems. This board reaches consumers heading to downtown Muskegon and north Muskegon.

WEEKLY IMPRESSIONS:	83,887*
MEDIA TYPE/STYLE:	Rotary Bulletin - Regular
LAT/LONG:	43.25351 / -86.22406
MARKET:	MUSKEGON
GEOPATH ID:	7408212
PANEL SIZE:	14' 0" x 48' 0" View Spec Sheet
VINYL SIZE:	15' 0" x 49' 0"
FACING/READ:	East / Left
ILLUMINATED:	YES
RATE:	$1,900.00
PRODUCTION COST:	1008
MISCELLANEOUS:	Available 3/14 - 7/03
SHIPPING ADDRESS:	4898 S. Quarterline Rd Muskegon, MI 49444

*Impression values based on:Total Population

PANEL #22700

W/S US-31 0.3 MI S/O Laketon Avenue F/S

LOCATION #4

ADVERTISING STRENGTHS: This cross traffic read is located on the busy stretch of US-31 before Laketon Avenue heading northbound. This is a short read, priced accordingly, with outstanding weekly impressions. Highest in Muskegon County.

WEEKLY IMPRESSIONS:	260,268*
MEDIA TYPE/STYLE:	Rotary Bulletin - Regular
LAT/LONG:	43.214549 / -86.205756
MARKET:	MUSKEGON
GEOPATH ID:	30880966
PANEL SIZE:	14' 0" x 48' 0" View Spec Sheet
VINYL SIZE:	15' 0" x 49' 0"
FACING/READ:	South / Left
ILLUMINATED:	YES
RATE:	$1,250.00
PRODUCTION COST:	1008
MISCELLANEOUS:	Available 3/14 - 7/03
SHIPPING ADDRESS:	4898 S. Quarterline Rd Muskegon, MI 49444

*Impression values based on:Total Population

PANEL #22621

E/S US-31 0.1 MI N/O M-46 F/N

LOCATION #5

ADVERTISING STRENGTHS: This unit is located just north of Apple Ave. where many retail stores and restaurants exist. This board is also in close proximity to Mercy General Oak Campus, Muskegon Community College, and Baker College.

WEEKLY IMPRESSIONS:	171,281*
MEDIA TYPE/STYLE:	Rotary Bulletin - Regular
LAT/LONG:	43.23608 / -86.20399
MARKET:	MUSKEGON
GEOPATH ID:	7408295
PANEL SIZE:	14' 0" x 48' 0" View Spec Sheet
VINYL SIZE:	15' 0" x 49' 0"
FACING/READ:	North / Left
ILLUMINATED:	YES
RATE:	$2,000.00
PRODUCTION COST:	1008
MISCELLANEOUS:	Available 3/14 - 7/03
SHIPPING ADDRESS:	4898 S. Quarterline Rd Muskegon, MI 49444

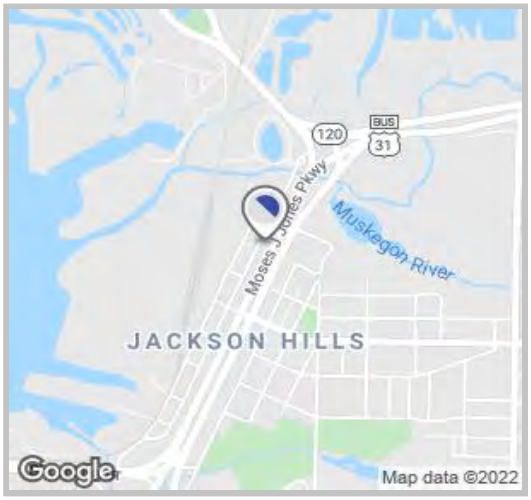
*Impression values based on:Total Population

PANEL #202

W/S SEAWAY DR 0.1 MI S/O BAYOU F/S

LOCATION #6

ADVERTISING STRENGTHS: This unit is located northeast of downtown Muskegon and is near the waterfront and Fisherman's Landing and reaches professionals heading towards North Muskegon.



WEEKLY IMPRESSIONS:	79,881*
MEDIA TYPE/STYLE:	Permanent Bulletin - Regular
LAT/LONG:	43.24876 / -86.23648
MARKET:	MUSKEGON
GEOPATH ID:	7408128
PANEL SIZE:	10' 6" x 36' 0" View Spec Sheet
VINYL SIZE:	11' 6" x 37' 0"
FACING/READ:	South West / Left
ILLUMINATED:	YES
RATE:	$950.00
PRODUCTION COST:	580
MISCELLANEOUS:	Available 3/14 - 7/03
SHIPPING ADDRESS:	4898 S. Quarterline Rd Muskegon, MI 49444

*Impression values based on:Total Population

PANEL #215

S/S SEAWAY @ HOYT F/E

LOCATION #7

ADVERTISING STRENGTHS: This unit is located on the south end of the Muskegon Business Loop for US-31 and reaches tourists and residents coming into Muskegon before they get to the Henry St. business district and Norton Shores.

WEEKLY IMPRESSIONS:	100,514*
MEDIA TYPE/STYLE:	Permanent Bulletin - Regular
LAT/LONG:	43.18898 / -86.24094
MARKET:	MUSKEGON
GEOPATH ID:	7408144
PANEL SIZE:	10' 6" x 36' 0" View Spec Sheet
VINYL SIZE:	11' 6" x 37' 0"
FACING/READ:	East / Left
ILLUMINATED:	YES
RATE:	$1,000.00
PRODUCTION COST:	580
MISCELLANEOUS:	Available 4/11 - 7/03
SHIPPING ADDRESS:	4898 S. Quarterline Rd Muskegon, MI 49444

*Impression values based on:Total Population

LAMAR OF MUSKEGON

Thank you for the opportunity to be your out of home media partner!

Jamie Rust, Account Executive

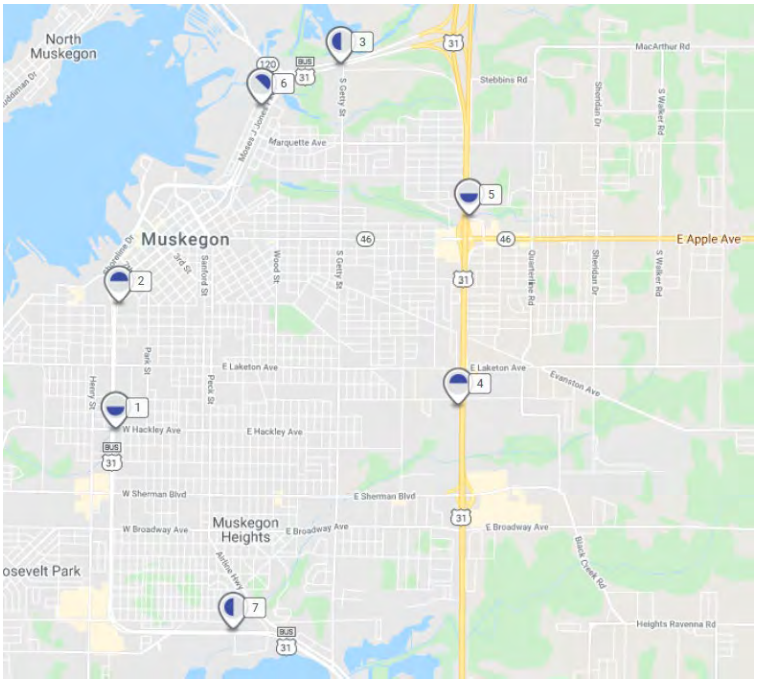
Email Address: jrust@lamar.com
Phone: 231-733-7679
Mobile: 231-720-6071

lamar.com/muskegon

Muskegon County Health Department Educational Pieces	
5,000 provisioning center bags	$2,000
Provisioning center bag stuffers (links to website with messages concerning pregnancy, youth, driving, and worksite use)	$1,000
Total	$3,000

City-Owned Message Boards	
Arena - $500 per month x 12 months	$6,000
Port City Industrial Park - $500 per month x 12 months	$6,000

Lamar Billboard (112 days)	
Location 1	$8,208
Location 2	$4,808
Location 3	$8,608
Location 4	$6,008
Location 5	$9,108
Location 6	$4,380



Staff Recommendation 1	
Provisioning Center Bags	$3,000
Industrial Park Message Board (11 months)	$5,500
Arena Message Board (10 months)	$5,000
Total	$13,500

Staff Recommendation 2	
Provisioning Center Bags	$3,000
Industrial Park Message Board	$6,000
Location 2	$4,808
Total	$13,808

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: Precinct Boundary Changes
Submitted By: Ann Marie Meisch	Department: City Clerk

Brief Summary: Following the 2020 Census, State of Michigan Redistricting, and County Reapportionment, we are requesting changes to some precinct boundaries in order to better balance the number of registered voters in each ward.

Detailed Summary:

Due to the timeline for getting changes submitted to the State of Michigan, Bureau of Election, we are seeking approval of the changes so that we can submit our revisions as soon as possible.

The deadline to file ballot wording of proposals qualified to appear on the May 3, 2022 ballot is February 8, 2022 and we have been told to expect the MAISD to file.

The deadline for precinct boundary changes to be submitted for the May 3, 2022 Election is March 4, 2022. The deadline for precinct boundary changes to be submitted for the August 2, 2022 Primary is April 4, 2022. We would like to have the changes made before the May Election to allow for time to send new voter ID cards to voters in the City of Muskegon. Approximately 721 voters will be assigned to new precincts and polling places. All voters will receive new ID cards to identify changes to Precinct, Ward, Polling Place, County Commission District, State House District, State Senate District, and Congressional District numbers.

Change #1 – move approximately 164 voters from Ward 3 Precinct 10 to Ward 2 Precinct 7 – these are voters at 550 W. Western, the Amazon Building. (These voters are supposed to be in precinct 7, this is a correction that needs to be made anyway.)

Change #2 – move approximately 299 voters from Ward 1 Precinct 2 to Ward 2 Precinct 5 – these are voters in an area West of Getty between Brusse and Marcoux. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.

Change #3 – move approximately 33 voters from Ward 4 Precinct 11 to Ward 3 Precinct 9 – these are voters in an area East of Glade between Laketon and Hackley. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.

Change #4 – move approximately 225 voters from Ward 4 Precinct 12 to Ward 3 Precinct 10 – these are voters in an area South of Laketon, Northwest of Ruddiman Creek. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To concur with the recommendation of the City of Muskegon Election Commission and adopt the resolution to alter precinct boundaries.
For City Clerk Use Only: Commission Action:

Registered Voter Totals for proposed precinct boundary changes. 1/27/2022

Ward	Precinct	Current #	Ward Total	Change	New #	Ward Total		
Ward I	Precinct 1	1511		0	1511			
	Precinct 2	1619		-299	1320			
	Precinct 3	1527		0	1527			
	Precinct 4	1676	6333	0	1676	6034	-29	deviation from average
Ward II	Precinct 5	1611		299	1910			
	Precinct 6	1729		0	1729			
	Precinct 7	2198	5538	164	2362	6001	4	deviation from average
Ward III	Precinct 8	1568		0	1568			
	Precinct 9	2130		33	2163			
	Precinct 10	2127	5825	-164	2188			
				225		5919	86	deviation from average
Ward IV	Precinct 11	1839		-33	1806			
	Precinct 12	1796		-225	1571			
	Precinct 13	1505		0	1505			
	Precinct 14	1184	6324	0	1184	6066	-61	deviation from average
		24020	24020	0	24020	6005	average	

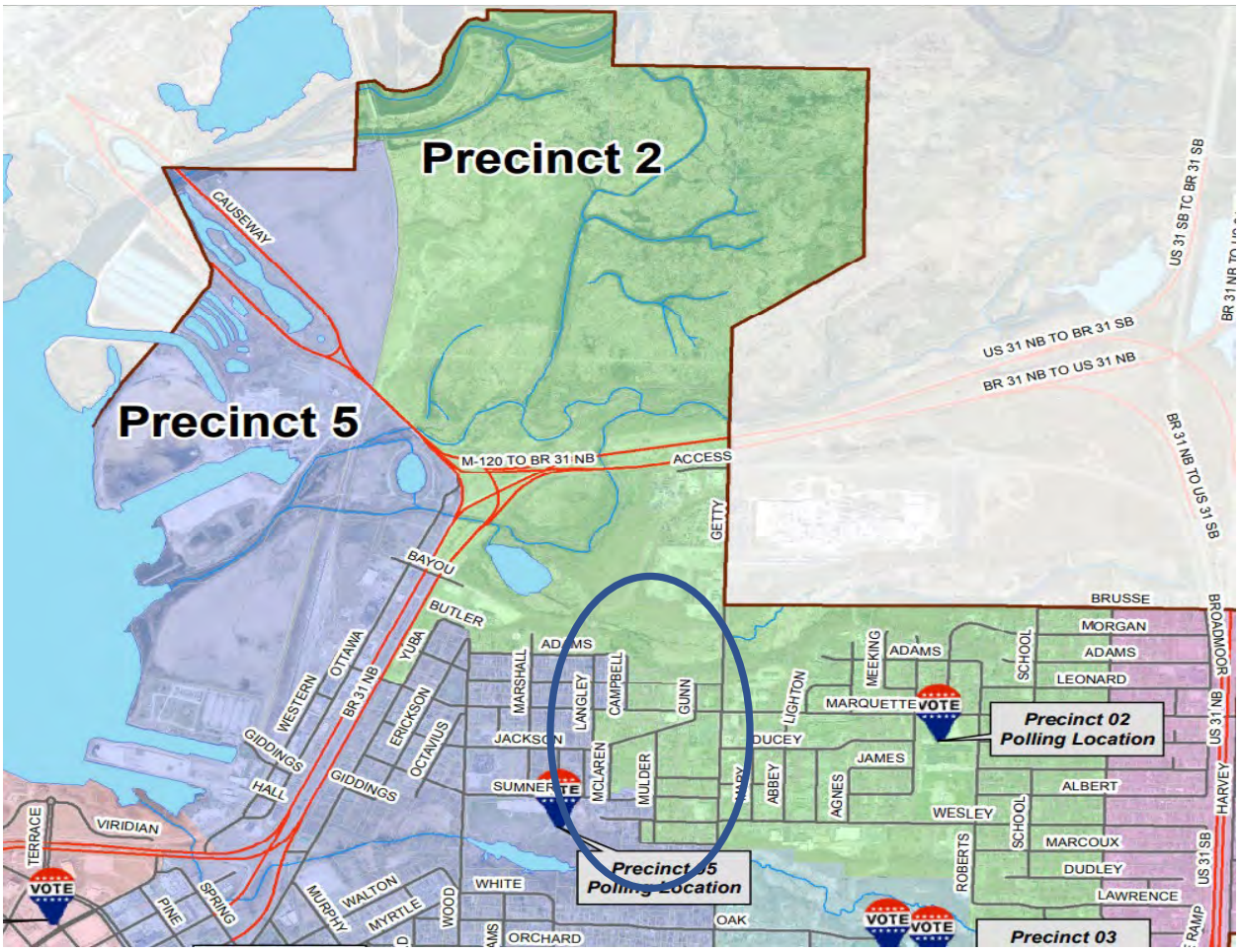
Ward	Voters	Population	Pop %
1	7211	9243	26.59%
2	6874	8471	24.37%
3	7064	9122	26.24%
4	6911	7923	22.79%
	28060	34759	

The Voters column in the table to the left represents the number of voters including voters in the Inactive Voter File. These are voters that have been marked in the Qualified Voter File as Inactive for any number of reasons.

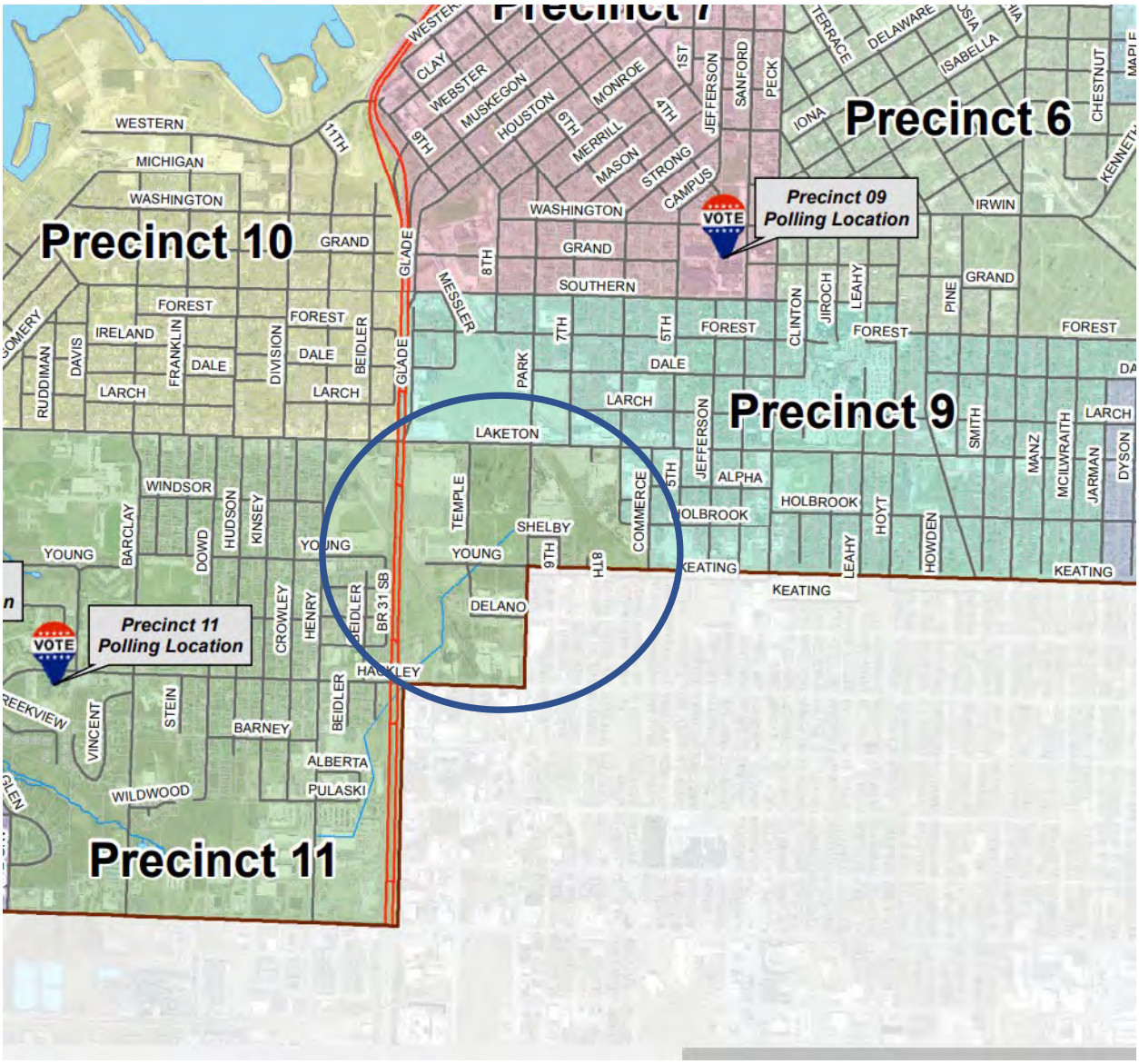
Provided below are maps that should show the area where we are suggesting changes.

Change #1 – move approximately 164 voters from Ward 3 Precinct 10 to Ward 2 Precinct 7 – these are voters at 550 W. Western, the Amazon Building. (These voters are supposed to be in precinct 7, this is a correction that needs to be made anyway.

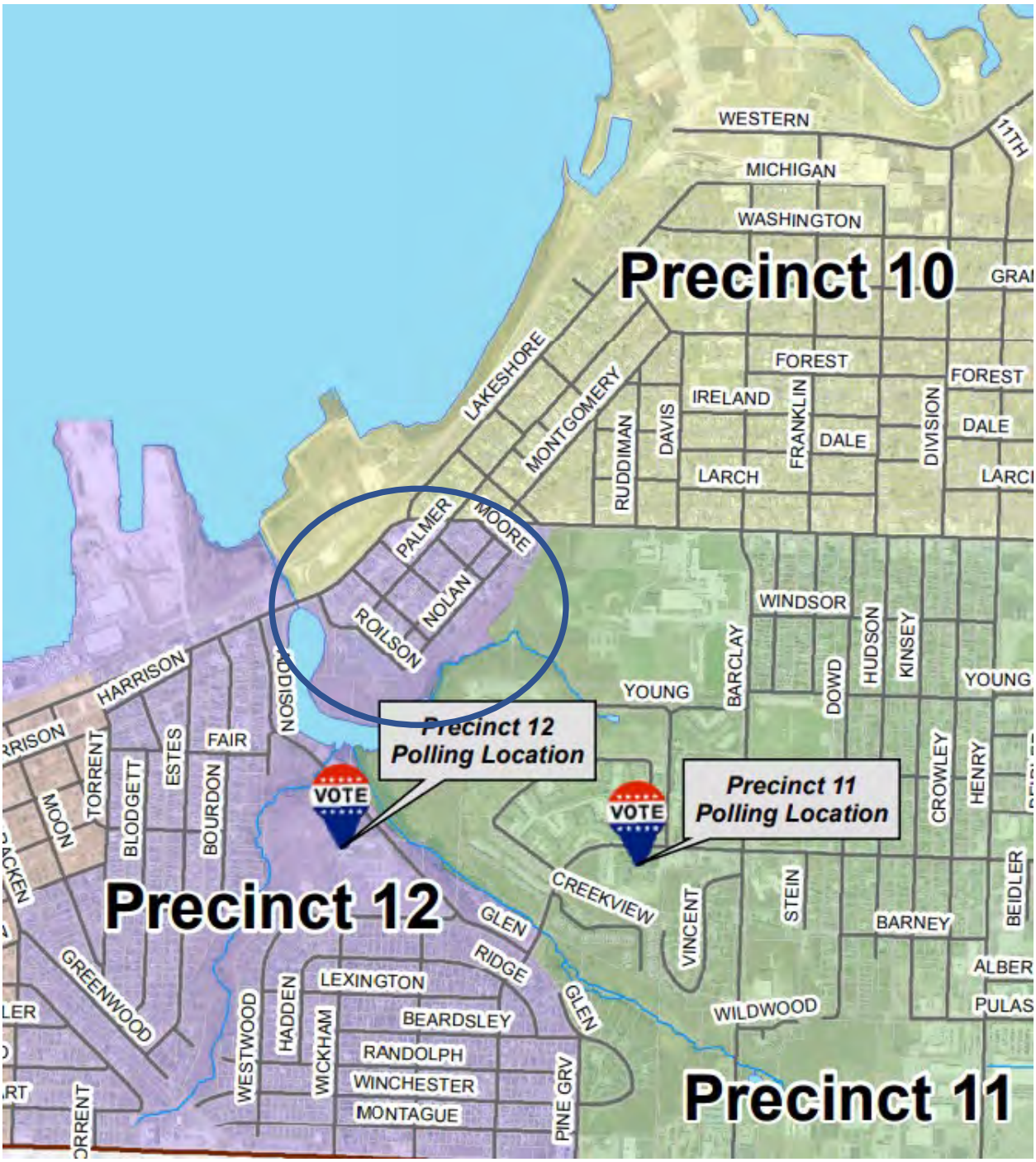
Change #2 – move approximately 299 voters from Ward 1 Precinct 2 to Ward 2 Precinct 5 – these are voters in an area West of Getty between Brusse and Marcoux. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.

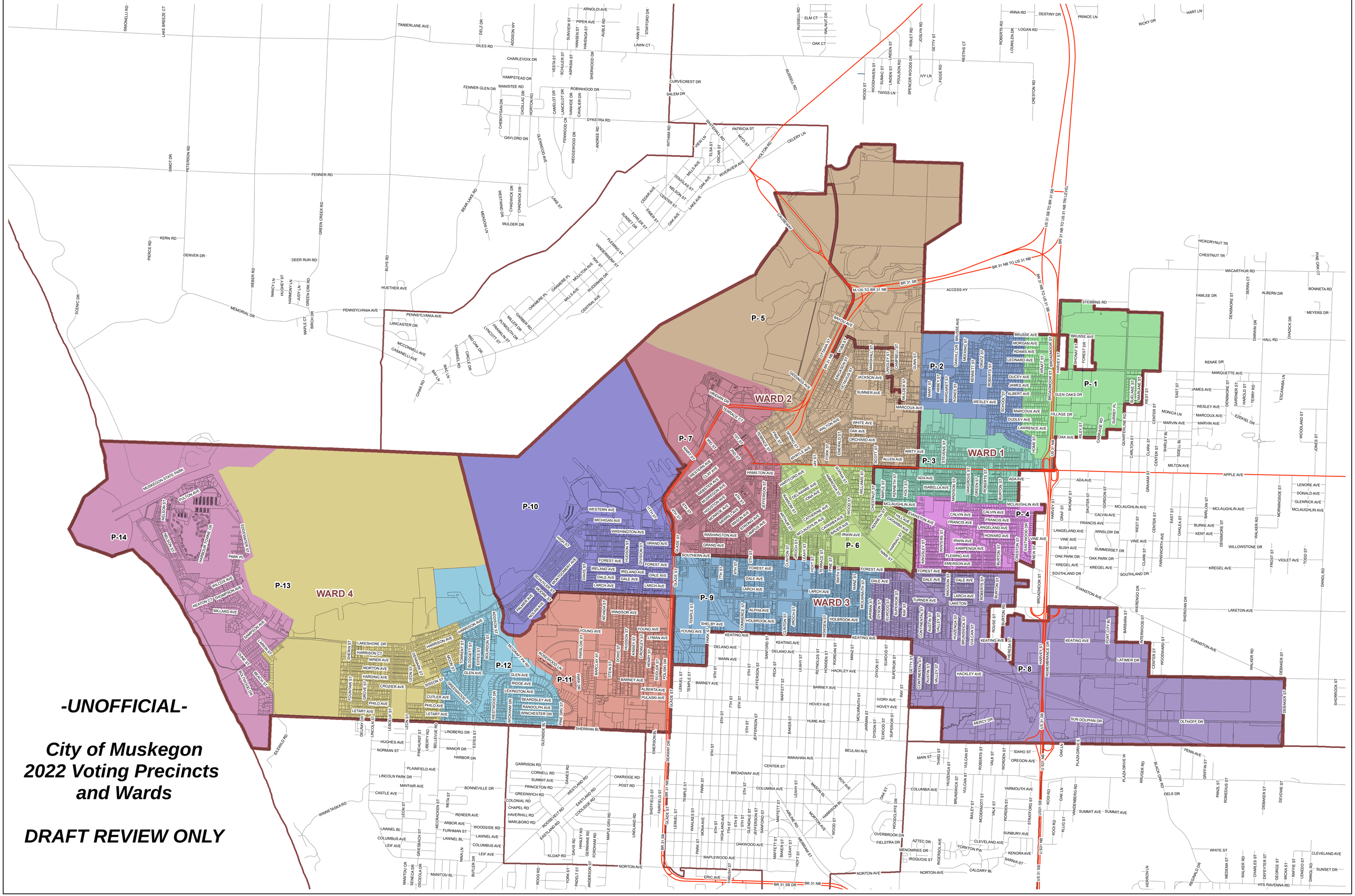


Change #3 – move approximately 33 voters from Ward 4 Precinct 11 to Ward 3 Precinct 9 – these are voters in an area East of Glade between Laketon and Hackley. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.



Change #4 – move approximately 225 voters from Ward 4 Precinct 12 to Ward 3 Precinct 10 – these are voters in an area South of Laketon, Northwest of Ruddiman Creek. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.




WARD 1
WARD 2
WARD 3
WARD 4
P- 1
P- 2
P- 3
P- 4
P- 5
P- 6
P- 7
P- 8
P- 9
P-10
P-11
P-12
P-13
P-14
-UNOFFICIAL-
City of Muskegon
2022 Voting Precincts
and Wards
DRAFT REVIEW ONLY

CITY OF MUSKEGON

RESOLUTION ALTERING PRECINCT BOUNDARIES

WHEREAS, the City of Muskegon is required to balance its Wards every ten years in conjunction with the latest census,

WHEREAS, all precinct lines within the City of Muskegon have been re-evaluated based on new district lines,

WHEREAS, City Clerk staff proposed alterations to the Election Commission,

WHEREAS, the City Election Commission approved the proposed alterations as follows:

Change #1 – move approximately 164 voters from Ward 3 Precinct 10 to Ward 2 Precinct 7 – these are voters at 550 W. Western, the Amazon Building. (These voters are supposed to be in precinct 7, this is a correction that needs to be made anyway.

Change #2 – move approximately 299 voters from Ward 1 Precinct 2 to Ward 2 Precinct 5 – these are voters in an area West of Getty between Brusse and Marcoux. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.

Change #3 – move approximately 33 voters from Ward 4 Precinct 11 to Ward 3 Precinct 9 – these are voters in an area East of Glade between Laketon and Hackley. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.

Change #4 – move approximately 225 voters from Ward 4 Precinct 12 to Ward 3 Precinct 10 – these are voters in an area South of Laketon, Northwest of Ruddiman Creek. This helps with balancing the number of registered voters per ward as well as making a clearer, more concise boundary line.

NOW THEREFORE BE IT RESOLVED that the City Commission authorize all changes as indicated to become effective with the May 3, 2022 Election.

Signed this 8th day of February, 2022.

_____

Ken Johnson, Mayor

_____

Ann Marie Meisch, MMC - Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To concur with the CRC recommendations to make appointments as stated below.	
Detailed Summary: The CRC recommends making the following appointments: - Lakeside Business Improvement District – Allen Serio and Melanie Lyonnais (Assessed property owners or their representatives) – Terms expiring 1/31/25 - Citizen's District Council – Veania Coleman (Citizen at-large) – Term Expiring 1/25/22	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To concur with the recommendation of the CRC to accept the appointments to LBID and CDC.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: Amendment to the Form Based Code – 2nd Reading
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff initiated request to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.	
Detailed Summary: The Planning Commission recommended in favor of the request by a 6-1 vote.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

Planning Commission Excerpt:

Hearing, Case 2021-39: Staff initiated request to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.

SUMMARY

1. The Form Based Code, Urban Residential and Lakeside Residential context areas were designed to allow for maximum density. They allow for detached homes, duplexes, small multiplexes, rowhomes and carriage houses.
2. However, the side setback requirement of six feet (10 at side streets) is not the smallest side setback requirement in all of our zoning districts. The R-3, High Density Single Family Residential district only requires a side setback of 5 feet.
3. To be considered a buildable lot, lots in the Form Based Code-Urban Residential and Lakeside Residential context area only need to be 30 feet wide. With six feet side setback requirements, this makes it difficult to develop these lots.
4. The building code only requires that houses be at least 10 feet apart from each other, without triggering special building accommodations.

Form Based Code Excerpts

SECTION 2005 CONTEXT AREAS AND USE

2005.10 URBAN RESIDENTIAL (UR) CONTEXT AREA

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.12 for building site placement.

A. Front Build-to-Zone (at front street):
- Required build-to-zone from 12 to 30 feet from front property line.
- Live / Work Building Types in this Context Area shall have a required build-to-zone from 5 to 20 feet from front property line.

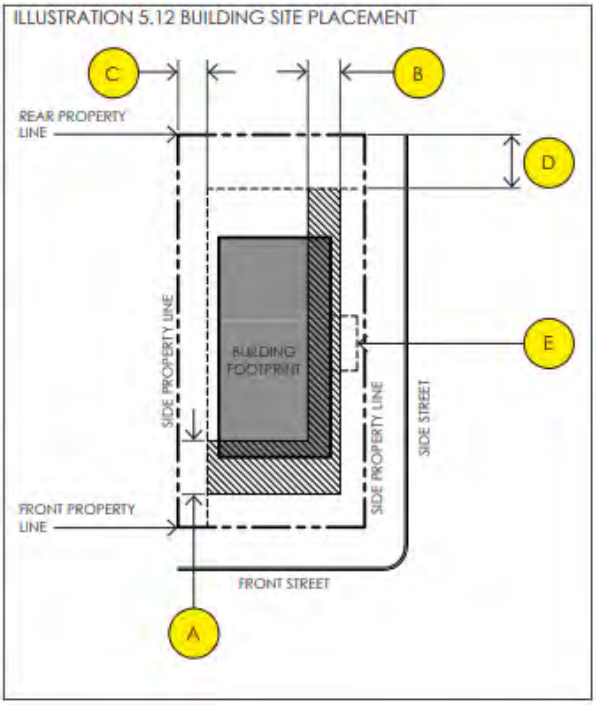
B. Side Build-to-Zone (at side street):
- Required build-to-zone from 10 to 25 feet from side property line.
- Live / Work Building Types in this Context Area shall have a required build-to-zone from 5 to 20 feet from side property line.

C. Side Setback (at non-street locations):
- 6 feet from side property line.

D. Rear Setback:
- 15 feet from rear property line.

E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.

ILLUSTRATION 5.12 BUILDING SITE PLACEMENT



2005.08 LAKESIDE RESIDENTIAL (LR) CONTEXT AREA

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.12 for building site placement.

A. Front Build-to-Zone (at front street):
   - Required build-to-zone from 5 to 20 feet from front property line.

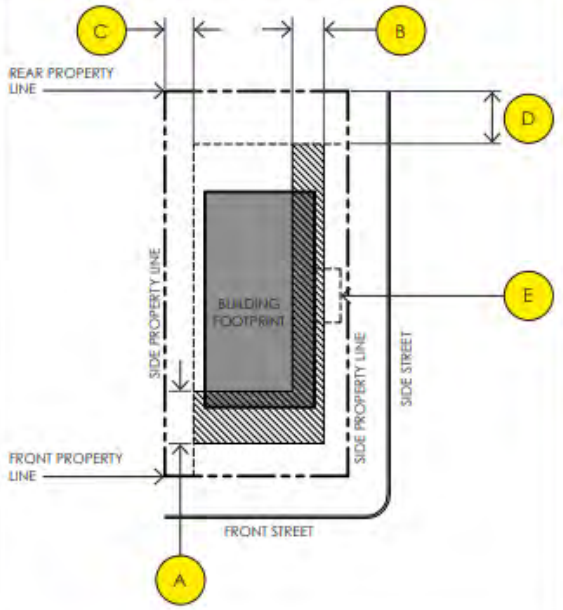
B. Side Build-to-Zone (at side street):
   - Required build-to-zone from 5 to 20 feet from side property line.

C. Side Setback (at non-street locations):
   - 6 feet from side property line.

D. Rear Setback:
   - 15 feet from rear property line.

E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.

ILLUSTRATION 5.12 BUILDING SITE PLACEMENT



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance will have a side setback (at non-street locations) requirement of five feet and the side build-to-zone (at side street) will be 5-25 feet.

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 8th day of February 2022, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2022. _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on February 8, 2022, the City Commission of the City of Muskegon adopted an ordinance to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.

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

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

Published _____, 2022.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: HBA Demolitions
Submitted By: Director Jeffrey Lewis	Department: Public Safety
Brief Summary: HBA approved the demolition of 275 Myrtle, 1470 Samburt, 561 Catherine	
Detailed Summary: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located at 275 Myrtle, 1470 Samburt, 561 Catherine is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent, or responsible party if they do not demolish the structure.	
Amount Requested: Bids	Amount Budgeted: N/A
Fund(s) or Account(s): 101-80387-5356	Fund(s) or Account(s):
Recommended Motion: Staff recommends that the City Commission concur with HBA to demo of 275 Myrtle, 1470 Samburt, 561 Catherine and approval from commission to accept bid on this demolition.	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

EN2004000-561 Catherine Ave

CC MEETING February 8th, 2022

Luis A Martinez Land Contract Grantee
4697 Kenross Dr. Columbus OH, 43207
John Meyers Land Contract Grantor
PO Box 322 San Luis, CO 81152

Information:

On August 18th, 2020 a complaint was received regarding the condition of this single family residence. Staff performed an exterior inspection, and several deficiencies were noted including a dilapidated, detached garage, failing foundation, rotten/failing exterior wall & roof framing, deteriorated roofing and broken windows. A Notice and Order to repair or remove was sent. On September 1st, 2020 a DB inspection report was sent. One September 17th, 2020 a building permit was issued to John Meyers for all the repairs necessary to bring the building into compliance. On October 28, 2020 an advisory inspection was completed. On March 20, 2021 the building was sold to Luis A Martinez of Columbus Ohio. On August 18th, 2021 an HBA Notice of Hearing was sent for the September HBA meeting. During this time, the owner changed addresses causing this notice to be sent to the wrong address. Staff sent a new Notice of Hearing for the November HBA on October 20th, 2021. On November 1st, 2020 a permit application was received for repairs, but did not include any plans or drawings. To date, no new permits have been issued.

Owner Contact:

- On August 18th, 2020 Notice and Order.
- On August 18th, 2021 10-Day notice of HBA Hearing.
- On September 1, 2020 Dangerous Building Inspection Report.
- On September 3rd, 2021 HBA Determination Letter.
- On October 20th, 2021 10-Day notice of HBA Hearing.
- On November 5th, 2021 HBA Declared the structure for demolition.
- On December 13th, 2021 City Commission Notice of Hearing.

All notices are sent First Call and Certified Mail and posted to the property.

Staff Correspondence:

To date, the permit which was pulled by the original owner has expired. John Meyers, the land contract grantor, has reached out regarding his responsibilities regarding the property. Luis A Martinez and his wife have been in contact regarding either fixing the property or self-demolishing it. On November 1st, 2021 Luis A. Martinez sent in a building permit application. However, this application did not include any plans or drawings of the structure or proposed repairs.
Since the November HBA meeting, Luis A Martinez has defaulted on the Land Contract and John Meyers has taken back ownership of the house.

Additional Information:

- SEV: $31,200
- Property Taxes Due: $2,022.24
- Staff estimates cost of repairs: $125,000

Permits obtained: None

561
11.10.2021 11:55

11.10.2021 11:56

11.10.2021 11:56

11.10.2021 11:58

11. 10. 2021 11:57

EN1905097-1470 SAMBURT ST
CC MEETING February 8th, 2022
CHARLES L ERNST
518 W MAIN ST GRIFFIN, IN 46319

Information:
On or about September 10th, 2019, a complaint was received about the condition of this single-family residence. Staff investigated complaint, met with responsible party, and performed an inspection of both interior and exterior of structure. Several deficiencies were noted in including rotten, exposed wall framing, missing insulation and drywall, mold present throughout, and signs of long-term roof leak in several locations. Responsible party attempted to get new roofing installed by hiring Fredricks construction to perform a complete tear off and reroof, during discover phase contractor identified several rotten roof frame members and rotten wall framing. This damaged was so extensive that the contractor stopped work, tarped roof, and notified responsible party that why were unable to continue working. Responsibly party discussed the option of demolishing residence with staff and received contact information of licensed demolition contractors.
To date, no demolition permits have been issued.

Owner Contact:
September 17th, 2020, Dangerous Building Inspection Report: Staff inspected the property and found the aforementioned violations. An inspection report was sent out.

July 30th, 2020, Notice and Order: Staff sent out a Notice and Order declaring the structure to be a dangerous building.

September 2020, HBA Meeting: The owner was not present at the HBA meeting.

December 2020, HBA Meeting: The owner was not present at the HBA meeting.

December 2nd 2021 HBA Meeting: The owner was not present at the HBA meeting. Housing Board of Appeals declared the structure for demolition.

Staff Correspondence:
Staff discussed ongoing issues with owner in the Summer of 2019.
September 17th, 2019 a DB Inspection report was sent.
July 1st, 2020 A Dangerous Buildings complaint letter was sent.
On July 30th, 2020 a Notice and Order was sent.
On August 10th, 2020 a HBA Notice of hearing was sent.
On September 4th, 2020 a HBA Determination was sent.
On November 16th, 2020 a HBA Notice of hearing was sent.

All notices are sent first class mail, Certified Mail, and posted to structure in question.

Additional Information:

- SEV Value: $5,700
- Property Taxes Due: $938.21
- Additional Invoices Owing:
    - $1,148.10 for Asbestos Survey
    - $108.25 Utility Bills
    - $75.40 Special Assessment
- Staff estimates cost of repairs: $80,000

Permits obtained: None

11/17/2021 15:06

11/17/2021 15:07

11/17/2021 15:06

EN2004042-275 MYRTLE AVE

CC MEETING February 8th, 2022

BOBBY D SISK
11852 JUNIPER HILLS CT
GRAND HAVEN, MI 49417

Information:

On February 19th, 2020 an enforcement for working without a permit was started. Interior house finishes were completely demolished. The porch, roof, siding, chimney, and window are broken and in disrepair. On February 19th, 2020 a demolition permit was issued. This permit has since expired without inspection. On August 6th, 2020 a Dangerous Building enforcement was opened on the property for the extreme dilapidation. On November 8th, 2021 staff noted that the side of the porch appeared to be collapsing. To date, no contact with owner and no additional permits have been applied for.

Owner Contact:

- Contact made with crew doing demolition on 2/19/2020.
- 2 Advisory letters were sent on 12/10/2020 & 12/22/2020.
- No other contact with owner since.

Staff Correspondence:

- Dangerous building inspection letter was sent on 8/11/21.
- On August 18th, 2020 a Notice and Order was sent and posted.
- On December 10th, 2020 an advisory letter was sent to owner in order to clarify ongoing issues.
- On December 22nd, 2020 an advisory letter was sent to owner in order to clarify ongoing issues.
- On November 15th, 2021 a Notice of hearing was sent and posted.
- On December 2nd, 2021 Housing Board of Appeals declared structure for demolition.
- On December 13th, 2021 a Notice of City Commission Meeting was sent and posted.

All notices are sent first class mail, Certified Mail, and posted to structure in question.

Additional Information:

- SEV Value: $23,100
- Property Taxes Due: $1,482.97
- Additional Invoices Owing:
    - $1,304 for various Code Enforcement
- Staff Estimates cost of repairs at $75,000

Permits obtained: None

11-8-2021 15:03

11.8.2021 15:04

11 8 2021 15:05

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 8, 2022	Title: Amendment to the Marihuana Facilities Overlay District – 1314 E Apple Ave
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to amend Section 2331 of the zoning ordinance to include 1314 E Apple Ave into the Marihuana Facilities Overlay District with retail, provision centers and class B recreational grows as approved license types, by Lake Michigan Labs.	
Detailed Summary: The Planning Commission recommended approval of the request by a 6-1 vote.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to amend Section 2331 of the zoning ordinance to include 1314 E Apple Ave into the Marihuana Facilities Overlay District with retail, provision centers and class B recreational grows as approved license types	

Planning Commission Excerpt

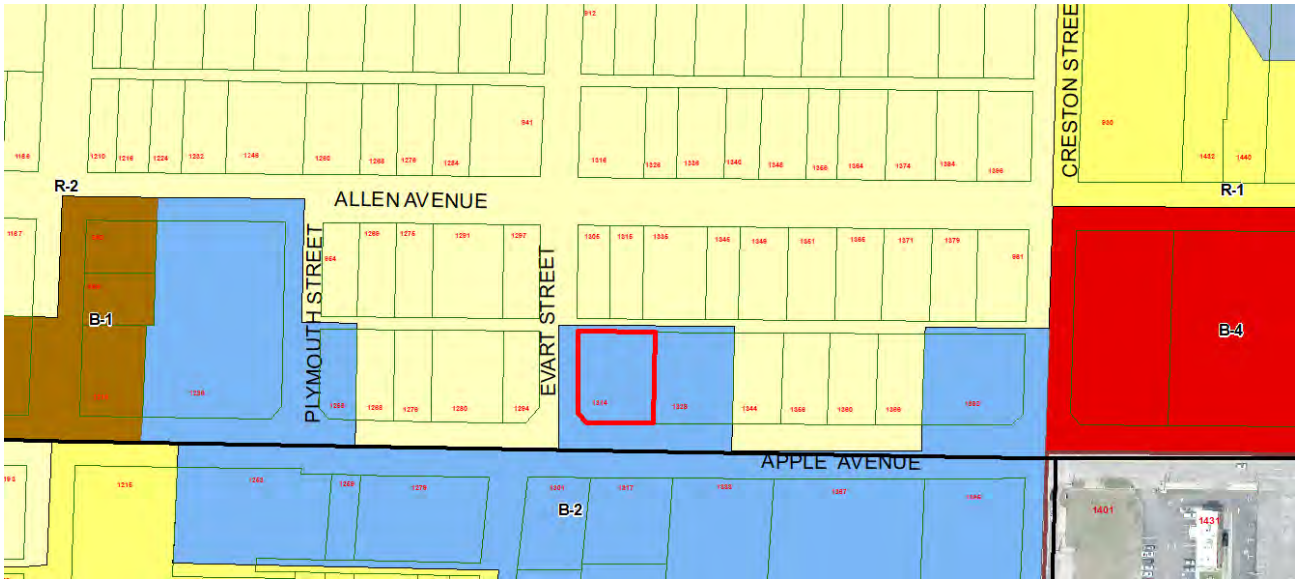
Hearing, Case 2022-01: Request to amend Section 2331 of the zoning ordinance to include 1314 E Apple Ave into the Marihuana Facilities Overlay District with retail, provision centers and class B recreational grows as approved license types, by Lake Michigan Labs.

SUMMARY

1. The property is zoned B-2, Convenience & Comparison Business District.
2. This zoning designation allows the following marihuana license types with the issuance of a special use permit: microbusinesses, designated consumption establishments and class B recreational grows. Caregiver facilities are an allowed use by right.
3. The applicant is currently operating a caregiver facility at this address.
4. The applicant has requested to amend Section 2331 (marihuana facilities overlay district) of the zoning ordinance to designate 1314 E Apple Ave as an approved location that allows retail, provisioning centers and class B recreational grow license types.
5. Retail licenses allow the sale of recreational marihuana. Provisioning centers allow for the sale of marihuana to medical marihuana patients. Class B recreational grows allow the production of up to 500 plants
6. Please see the enclosed zoning ordinance excerpt of Section 2331 (marihuana facilities overlay district).
7. Notice was sent to all properties within 300 feet. At the time of this writing, staff had not received any comments from the public,

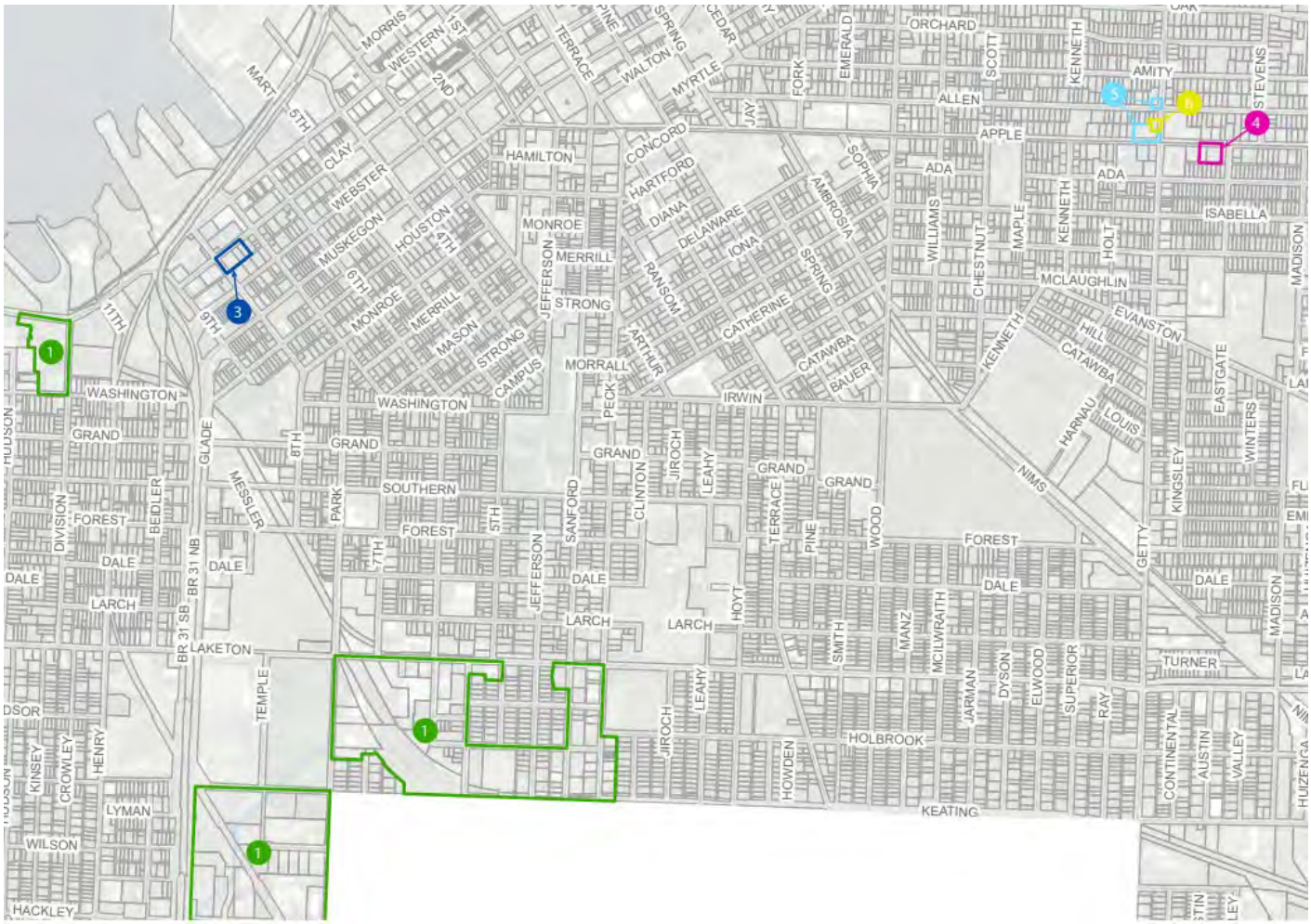
1314 E Apple Ave

Zoning Map



Aerial Map

Current Overlay Districts



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to allow for retail, provision centers and class B recreational grows as approved license types at 1314 E Apple Ave.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1314 E Apple Ave will be added to the Marihuana Facilities Overlay District as a location allowed for retail, provision centers and class B recreational grow license types.

CITY OF MUSKEGON E 107.5 FT OF W 132.5 FT OF N 124 FT OF S 157 FT OF SE 1/4 OF SW 1/4 OF SE 1/4 SEC 21 T10N R16W EXC A TRIANGULAR PIECE IN SW COR 10 FT ON APPLE AVE & 10 FT ON EVART ST

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 8th day of February 2022, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2022. _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on February 8, 2022, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to allow for retail, provision centers and class B recreational grow types at 1314 E Apple Ave.

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

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

Published _____, 2022. CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354