

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 28, 2020 @ 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 AND AWARDS:**
- ☐ **A. Success Story – Home Buyers Assistance Program**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Special Event Liquor Licenses – 2020** City Clerk
 - C. 2020 User Fee Update** Finance
 - D. Amendment to Wireless Communication Support Facilities Ordinance** Planning
 - E. Rezoning of 372 Morris Avenue** Planning
 - F. Railroad Crossing Agreement** Public Works
 - G. Water Filtration Plant – PM Agreement** Public Works
- ☐ **PUBLIC HEARINGS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
- ☐ **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.

STATS

HOMEBUYERS ASSISTANCE GRANT 5 YEAR ANNIVERSARY

68 Households Assisted

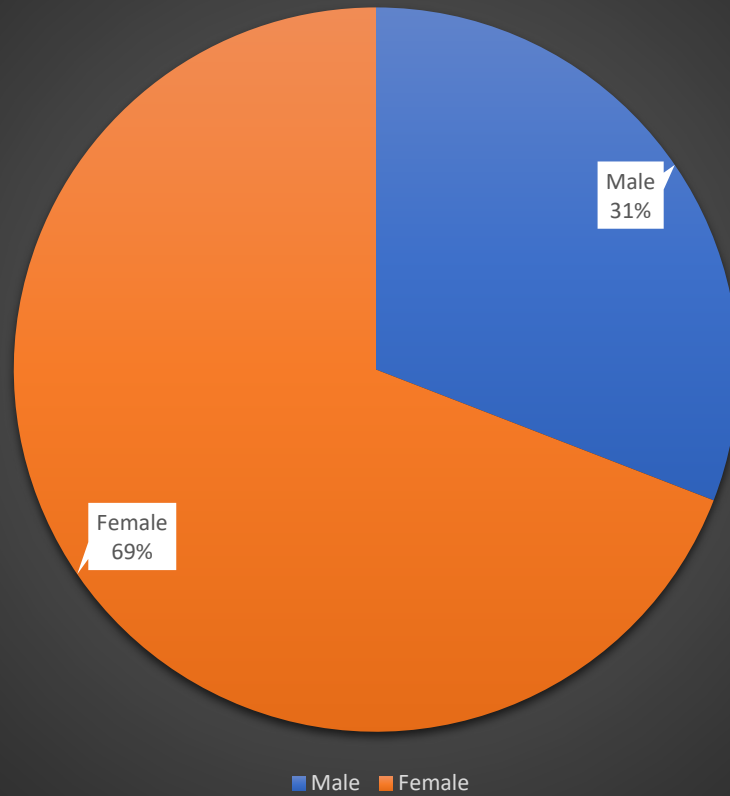
Average Grant Amount
\$4,061.73

Average Purchase Price
\$62,085.56

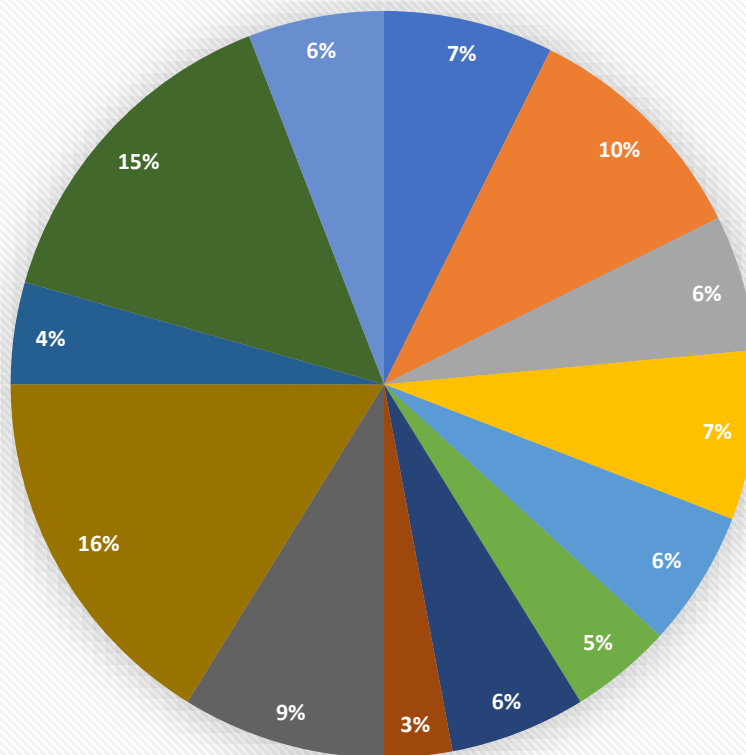
Total Amount of Grants Given
\$276,197.58

Total Value of Homes Purchased in the City
\$4,221,818.00

Gender



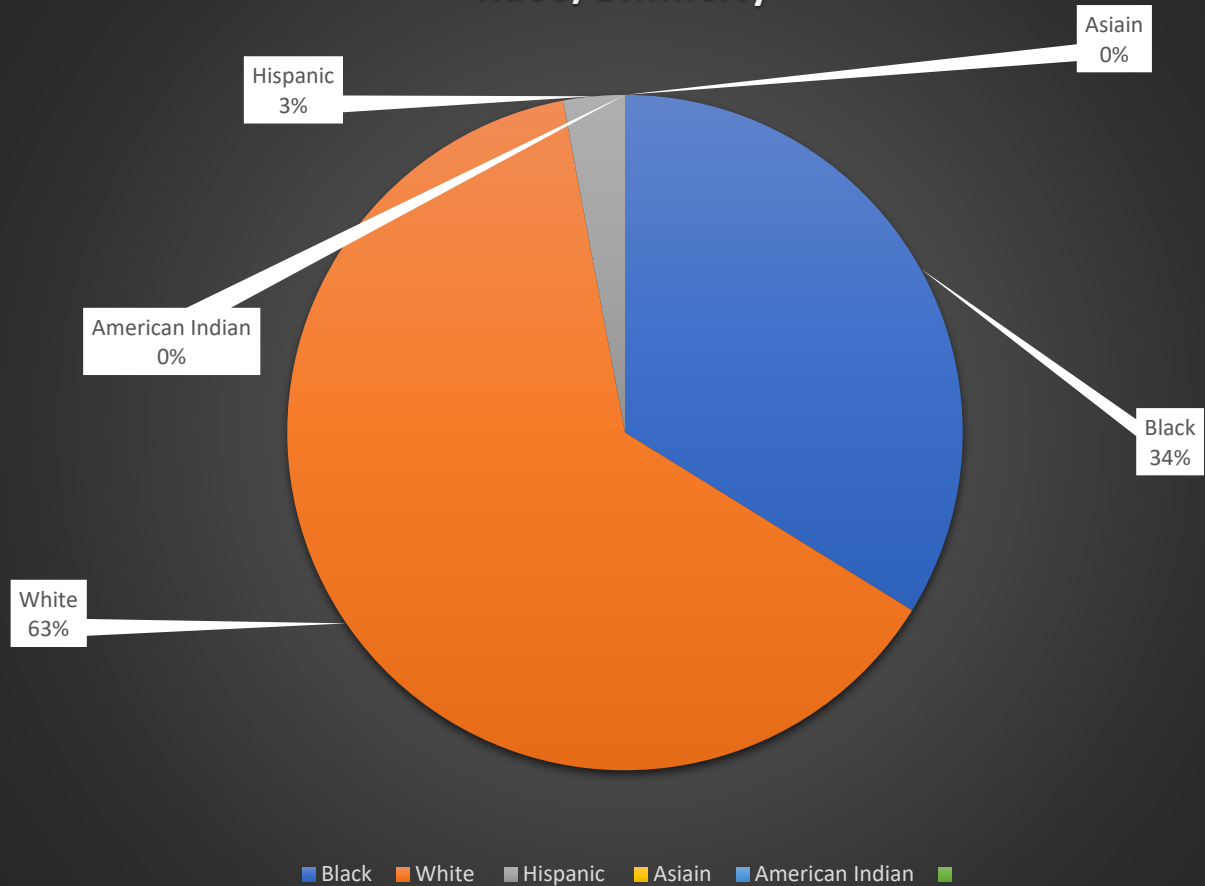
NEIGHBORHOODS



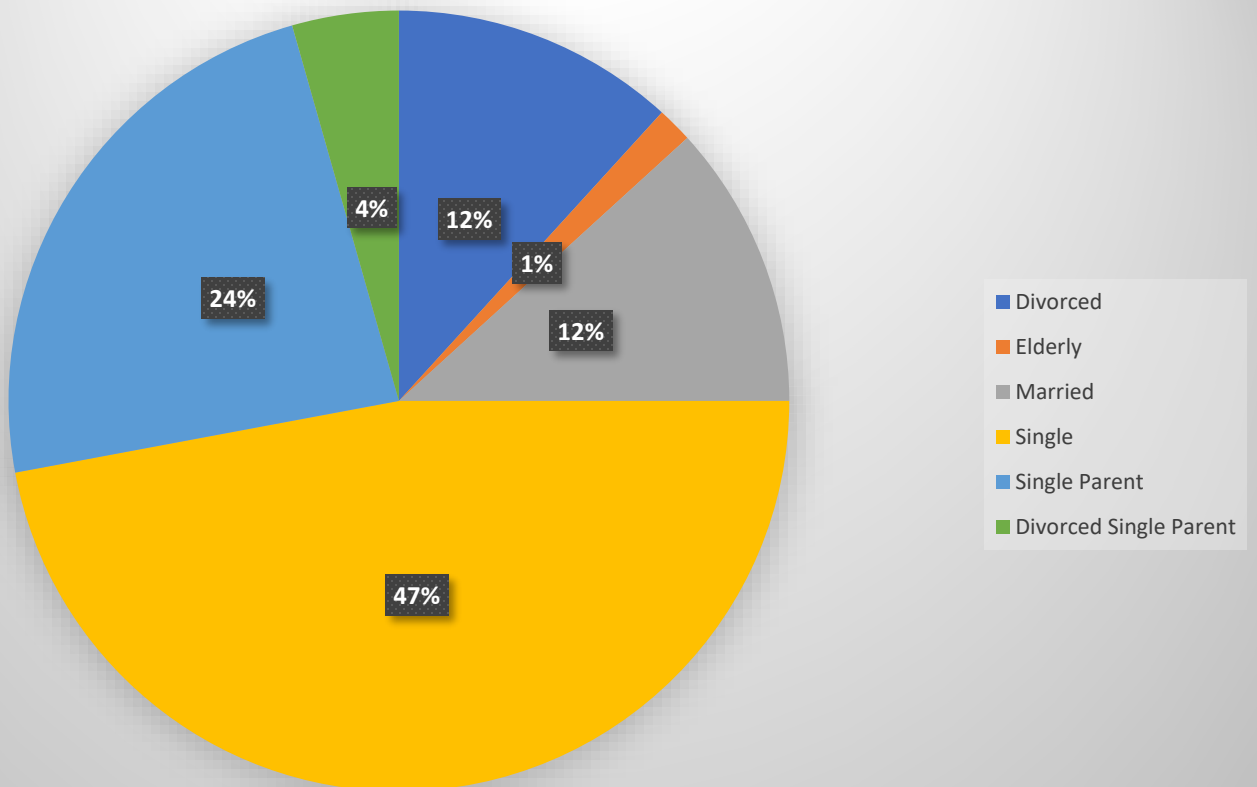
■ Angell
■ Campbell
■ East Muskegon
■ Glenside
■ Lakeside
■ Marquette
■ Marsh Field

■ McLaughlin
■ Nelson
■ Nims
■ Oakview
■ Sheldon Park
■ Steele

Race/Ethnicity



Household Types



Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: January 28, 2020

Here is a quick outline of the items on our agenda:

Regular Session:

1. Under Honors/Awards:
 - a. We are going to recognize the amazing success story associated with our homeownership assistance program. Staff from CNS and members from the CDC will be in attendance to speak about this program.
2. Under the Consent Agenda, we are asking the Commission to consider the following:
 - a. Approval of meeting minutes from the most-recent City Commission meetings.
 - b. Approval of various special event liquor licenses for the city special events planned in 2020. This includes events that intend to utilize either park space or outdoor space at the farmers market for alcohol. Other events that intend to limit the alcohol to the interior of the farmers market building do not need a special license.
 - c. Approval of the 2020 user fee schedule. There are a number of changes proposed. Notably, there are no changes proposed for rental inspections or building inspections – which usually generate concern from property owners/managers. We are proposing changes at the marina and with a number of economic development-related incentive program fees. Proposed changes are highlighted in yellow.
 - d. Approval of an amendment to the Wireless Communication Support Facilities ordinance to allow for a new tower to be installed at central fire station to accommodate Muskegon Central Dispatch's conversion to 800 MHz.
 - e. Approval of the rezoning of 372 Morris Ave to accommodate the Foundry Square Development. Foundry Square is expected to be a mixed-use development that includes a hotel, family fun center, residential opportunities, offices, and retail over multiple phases. For perspective, this property is the large parking lot on Morris Street adjacent to the Social Security Administration building.

- f. Approval of a railroad crossing agreement with CSX to allow for utilities to cross the rail line and service the Hartshorn Marina Village development.
- g. Approval of an agreement to hire a project manager to assist in the construction of a cell tower at the water filtration plant. The tower was previously approved (zoning), and staff originally anticipated allowing a third-party to build the tower. After further consideration, staff felt that the better solution was to construct the site ourselves. This will provide better control over the tower (placement, aesthetics, users, etc.). The tower is located in a sensitive part of our community, and we felt it was prudent to maintain that control.

Let me know if you have any questions/comments/concerns

Frank



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 28, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the January 13, 2020 Worksession meeting and the January 14, 2020 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 13, 2020
5:30 p.m.
City Commission Chambers

MINUTES

Present: Mayor Stephen Gawron and Commissioners Hood, Emory, Johnson, German, and Rinsema-Sybenga.

Absent: Commissioner Ramsey.

Rescue Mission Development - Development Services

The Muskegon Rescue Mission would like to acquire remaining vacant land behind the men's shelter for expansion of the services they offer in our community. The concept includes a community resource center, a job training facility, and family housing. Staff will investigate easements, etc. on the property and prepare a quit claim deed to transfer the property to the MRM and request your approval at the January 28, 2020 meeting. The Planning Department will continue to work with MRM on the Development of the site plan.

Dan Skoglund, of the Muskegon Rescue Mission, presented his vision of the project.

This item will be placed on the January 28, 2020 meeting for consideration by the City Commission.

Urban Deer Management

Staff is forwarding a Cooperative Service Agreement and Work Initiation Document with the Michigan Department of Natural Resources for Urban Deer Management within the City of Muskegon. All three items are on the agreement for consideration at the January 14, 2020 Commission meeting.

The cost is \$12,906.57 for one set-up visit and four to five trips to cull animals.

This item will be placed on the January 14, 2020 meeting for consideration by the City Commission.

Marilyn Singleton, 1634 Ruddiman Street, is not in favor of this program.

Paid Beach Parking - Planning

Mike Franzak, Zoning Administrator, has been investigating a system of paid parking at the beach. The estimated cost of services at the beach was estimated to be \$475,000 in 2016/17.

Three proposals were given for paid parking. All systems include free parking to residents of the City of Muskegon.

The proposed systems include:

Pay and Display - Pay a kiosk/attendant and display a pass on dashboard/window

Pay and Enter - Pay kiosk and enter license plate into kiosk

Mobile - Enter license plate into mobile app

Commissioners had a lengthy discussion on the process and how free passes are issued to residents. Staff will do further research and bring a proposal before the Commission at the next Worksession meeting.

Tax Incentive Policy Revision - Development Services

Staff is seeking additional input on a revision of the draft policy to standardize tax incentives for development within the city.

Commissioners suggested further changes to the policy.

It is hoped staff will have a policy ready for the City Commission consideration at the January 14, 2020 meeting.

Commissioner German left at 7:55

Economic Development Services Agreements - Development Services

The economic development team has contracted with the City of Roosevelt Park for economic development services, and the agreement was recently approved by their City Council. The team has also contracted with the City of North Muskegon. Approval was made by their City Manager.

North Muskegon is paying \$5,000 annually and Roosevelt Park is paying \$6,500 annually.

Suburban Nation Review

Book Review by LeighAnn Mikesell.

Adjourned at 8:50 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 14, 2020 @ 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, MI at 5:30 p.m., Tuesday, January 14, 2020, Pastor EJ Wood, All Shores Wesleyan Church, opened the meeting with a prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Dan Rinsema-Sybenga, Willie German, Jr., Teresa Emory, and Michael Ramsey, Acting City Manager Elizabeth Lewis, City Attorney John Schrier, and City Clerk Ann Meisch.

HONORS AND AWARDS:

A. Recognition of Inclusive Leadership Academy

Dwana Thompson, City of Muskegon's EEO & Employment Relations Director, gave an overview of the Inclusive Leadership Academy.

2020-04 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the December 9, 2019 Worksession Meeting, the December 10, 2019 Regular Meeting, and the January 6, 2020 Organizational Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Muskegon Fire Department Turnout Gear Public Safety

SUMMARY OF REQUEST: Purchase ten (10) sets of turnout gear consisting of the Turnout coats and pants; Gemtor harness and Gemtor harness attachment system. Nine (9) are for the new firefighters and one (1) for Lt. Keith McMillan. McMillan's turnout gear has worn past its useful state. The total purchase price for one complete set of turnout gear is \$2,437.26. Total purchase request is

\$24,372.60.

STAFF RECOMMENDATION: Approve the purchase of turnout gear for the Muskegon Fire Department.

D. Addendum Lease Agreement for HVAC/Dehumidification Upgrades at Mercy Health Arena Finance

SUMMARY OF REQUEST: In May 2019 the Commission approved the lease agreement with Team Financial for the HVAC/Dehumidification Upgrades at the Mercy Health Arena. The work is complete, however some additional mechanical & plumbing work needed to be done and new return lines in the Locker Rooms and North West Concourse Restrooms were needed because the existing lines ruptured. The additional costs were \$76,872.39 and staff is seeking authorization to sign an addendum to the lease agreement with Team Financial for \$76,872.39.

After work began to upgrade the Dehumidification and HVAC systems the original supplier of the Dehumidification Unit backed out. A new supplier had to be secured creating a delay that put strain on our old system that required Hurst to do a lot of troubleshooting and repairs to keep the system going until the new one arrived. This also includes the work done to replace heating lines on an emergency basis after they ruptured. Please note on the backup that they did take the rebates they will get from DTE and Consumers Energy off of the additional amount we are being charged.

STAFF RECOMMENDATION: To authorize staff to sign an addendum to the Lease Agreement with Team Financial for \$76, 872.39 for HVAC/Dehumidification upgrades at Mercy Health Arena.

E. Metro Act Permit ACD Extension Public Works

SUMMARY OF REQUEST: Approve the extension of an existing Metro Act permit from ACD.net to access and use the public right-of-way within the city.

KEPS Technologies, Inc dba ACD.net, currently holds a Metro Act permit with the City of Muskegon. That agreement is set to expire on 2/10/2020. ACD.net has requested a five year extension, to the date of 2/10/2025.

STAFF RECOMMENDATION: Approve the extension to the Metro Act permit for ACD.net.

F. Metro Act Permit Charter Update Public Works

SUMMARY OF REQUEST: Approve the modification to an existing Metro Act permit from Charter Communications LLC to access and use the public right-of-way within the city.

Charter applied for and was granted a Metro Act permit from the City of Muskegon in 2014 with a term of 15 years. The Metro Act permit was obtained to allow for Charter to provide data services to commercial customers. In keeping

with section 2.1 of the Metro Act form, Charter is providing the attached map and description as an update.

STAFF RECOMMENDATION: Approve the update to the Metro Act permit for Charter Communication.

H. Vehicle Charging Stations Public Works

SUMMARY OF REQUEST: The Department of Public Works is requesting approval to purchase and install three (3) Vehicle Charging Stations.

The Department of Public Works is requesting to purchase three (3) Charge point car charging stations and have Windemuller install the stations for \$28,460.00. Staff is recommending replacement of the existing station at Pere Marquette Park, replacement of the existing station at Western/1st and installation of a new station on Western Avenue near the Convention and Visitors Bureau (CVB). Staff is recommending we decline the 4th location (Morris/3rd) at this time.

Consumers Energy has awarded us \$15,000 in grants (\$5,000 per unit) and Community Foundation will contribute at least \$8,140.00 to help fund the project. With those contributions the net cost to the city is \$5,320.00.

STAFF RECOMMENDATION: Authorize staff to contract with Windemueller Electric for the purchase and installation of three (3) Chargepoint Electric Vehicle Charging Stations for a total cost of \$28,460.00 and authorize the City to accept the funding from Consumers Energy and the Community Foundation to partially offset the cost of this project.

K. Easement Agreement Planning

SUMMARY OF REQUEST: Staff is seeking approval of the easement agreements. These easement agreements will allow for access to the development as well as access to the Hartshorn boat launch.

As part of the planned development, the access road that services the Hartshorn boat launch will be replaced with a non-motorized path and green space. A new access point for the boat launch will be installed as part of the development along the western edge of the Fricano Center property. The owners are granting the City a permanent easement to access the boat launch as well as a temporary easement to access the boat launch during Phase 1 construction. In return, the City is providing the developer a permanent easement to access the development along the north side of the railroad tracks. Once these easements are recorded, we should see construction within 60-90 days.

STAFF RECOMMENDATION: Approve the Agreement and authorize the Mayor to sign.

L. Termination of Restrictive Covenant Planning

SUMMARY OF REQUEST: Request to terminate the restrictive covenant that states that structures may not be placed within the vacated alleys adjacent to lots 3 & 4 of the Seaway Industrial Park.

In 2019, the City Commission approved a purchase agreement for the sale of lots 3 & 4 of Seaway Industrial Park. After performing title work, it was discovered that there is a restrictive covenant on the property relating to the alley vacations that were executed in 2003. The restrictive covenant states: "No structure shall be placed in the easement which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private." However, there are no active utilities within these vacated alleys. The buyer is requesting that the City sign the "Termination of Restrictive Covenant" document.

STAFF RECOMMENDATION: To approve the Termination of Restriction resolution and authorize staff to sign.

M. Termination of Interests Planning

SUMMARY OF REQUEST: Request for the City Commission to terminate and release all of its easements, rights and interests; which relates to vacated alleys on the property that Grand Rapids Catholic Diocese will be purchasing from the City (former Park St. Storage location).

STAFF RECOMMENDATION: To approve the Termination of Interests document and authorize staff to sign.

N. Third Amendment to Shared Use Agreement Finance

REMOVED PER STAFF REQUEST

O. CRC Resignation, Removal, Appointment and Re-Appointment Recommendations City Clerk

SUMMARY OF REQUEST: To accept resignations, removals, appointments, and re-appointments for various community relations committees, boards, authorities, and commissions.

To accept removals, appointments, and re-appointments for various community relations committees, boards, authorities, and commissions as follows:

- Removals of Carrie Johnson and Eleanor Canter of the Community Development Block Grant/Citizen's District Council.
- Appointments/Reappointments to the following boards:

Board of Review

Reappoint: Mary Jamieson (Citizen) and Clinton Todd (Citizen)

Appoint: Martha Bottomley (Citizen)

Citizen Police Review Board

Reappoint: David Bukala (Law Enforcement Official), Ruby Clark (Neighborhood Association Rep.), and Josie James (Member of Minority Based Org.)

CDBG/CDC

Appoint: James Chabot (Citizen Ward 1) and Marie Cisneros (Citizen at Large)

Construction Code Board of Appeals

Reappoint: Bion Boucher (Architect), Harold Callender (Plumbing), James Fox (Electrical), and Michael McPhall (Fire)

Downtown Development Authority

Reappoint: Paul Edbrooke (Citizen) and Michael Kleaveland (Interest in the District)

Election Commission

Reappoint: Casey Allard (Citizen)

Equal Opportunity Committee

Reappoint: Kimberly Williams (Ward 4)

Appoint: Jared Gazarek (Citizen Ward 2), Patsy Petty (Citizen Ward 1), and Ana Zuber (Citizen At Large)

Historic District Commission

Reappoint: Steven Radtke (Citizen) and Kimi George (Resides or Has Interest in Historic District)

Housing Code Board of Appeals

Reappoint: Kim Burr (Citizen) and Boyd Arthur (Citizen)

Housing Commission

Appoint: Jake Eckholm (Citizen)

Income Tax Board of Review

Appoint: Carrie Frees (Resident)

Local Development Finance Authority

Reappoint: Andy Wible (Citizen)

Appoint: Todd Halterman (Citizen)

Local Officers Compensation Commission

Reappoint: Dwayne Lang (Citizen)

Planning

Reappoint: Bryon Mazade (Citizen) and Jill Montgomery-Keast (Citizen)

Appoint: Larry Spataro (Citizen)

Zoning Board of Appeals

Reappoint: Ernest Fordham (Citizen) and Jonathan Witmer (Citizen)

Appoint: Terry Puffer (Citizen)

STAFF RECOMMENDATION: To concur with the recommendations of the Community Relations Committee.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga,

to accept the consent agenda as presented, except items C, G, I, and J.

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

2020-05 CONSENT AGENDA:

A. Arena Digital Sign Replacement Information Technology

SUMMARY OF REQUEST: Currently, the Arena's digital sign located on Shoreline drive is not functioning. The electronics, manufactured in 1997, are continually breaking down. We have spent months working with multiple vendors on quotes for a new 10mm LED message board with updates to the marquee for the Arena. Four offers were received ranging from \$65,888 to \$108,117; we are recommending the Vizidef proposal for \$65, 888.

STAFF RECOMMENDATION: Approve the Vizidef quote for \$65,888.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to approve the Vizidef quote for \$65,888.

ROLL VOTE: Ayes: Ramsey, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood

Nays: German

MOTION PASSES

G. Janitorial Services Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to approve a janitorial contract with Goodwill Industries of West Michigan to provide services at City Hall and the Public Works building.

Staff solicited bids for new 3-year janitorial contract (with 4th year option) for City hall and Public Works buildings. There were three bidders for the contract. The three year bid total for the contract was as follows:

- Professional Building Services - \$142,230.00
- Goodwill Industries of West Michigan - \$145,668.32
- Reliant Professional Cleaning - \$236,656.00

Staff is recommending the contract be awarded to the second low bidder; Goodwill Industries West Michigan. Goodwill Industries West Michigan bid total for the three (3) year contract is 2.4% (\$3,438.32) higher than the low bidder. Goodwill is based within the City of Muskegon and eligible for local preference. In addition, Goodwill provides opportunities that encourage social equity in the community. Being locally based and providing additional social equity

programs in the community resulted in staff recommending Goodwill be awarded the contract. Both to the two low bid firms had positive references and either deemed qualified to complete the work as described.

STAFF RECOMMENDATION: Authorize staff to award the City Hall and Public Service Building janitorial contract to Goodwill Industries West Michigan for three years in the amount of \$145,668.32 with an optional 4th Year at \$49,000.00.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to authorize staff to award the City hall and Public Service Building janitorial contract to Goodwill Industries West Michigan for three years in the amount of \$145,668.32 with an optional 4th Year at \$49,000.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and Ramsey

Nays: None

MOTION PASSES

I. Urban Deer Management Public Works

SUMMARY OF REQUEST: Staff is bringing forward a Cooperative Services Agreement and Work Initiation Document with the United States Department of Agriculture (USDA) and a Damage and Nuisance Control Permit with the Michigan Department of Natural Resources (MDNR) for Urban Deer Management within the City of Muskegon.

STAFF RECOMMENDATION: Authorize staff to sign the Cooperative Services Agreement and Work Initiation Document with the United States Department of Agriculture (USDA) and a Damage and Nuisance Control Permit with the Michigan Department of Natural Resources (MDNR).

The USDA Agreement is the culmination of the research and efforts that have been put into this program. If approved the USDA will work with the City and private land owners to set up baiting stations. The USDA will make one trip to set up the bait station which will then in the interim be manned by the city as needed, after the bait stations are active the USDA will provide sharpshooters for 4-5 nights to cull deer at the bait stations. The number of deer to be culled is still pending receipt of the final nuisance permit from MDNR but is anticipated to be in the range of 20-40 with early indications being towards the higher end of that range.

The MDNR agreement is still a draft though we expect very little changes going forward. It still requires review from the statewide whitetail deer supervisors before issuance. The permit outlines the maximum allowable harvest to be set at 30 animals and spells out additional conditions including the allowable timeframes.

During the nights of the cull DPW and PD will have staff on hand to ensure public

safety and assist with the handling and transporting of any culled animals.

USDA will collect samples from the animals for disease testing, and the city will be informed of any tests that are determined positive for disease. The remainder of the animal will be transported to Public Works for temporary storage before being transferred onto a processor. The city will work with the non-profit group Sportsmen Against Hunger to have the animals processed with all meat to be donated to local charity groups.

The USDA portion of this work is defined as \$12,906.57 for one (1) setup visit and four-five (4-5) trips to cull animals. USDA will cull as many animals as possible up to the maximum allowable under our MDNR nuisance permit. City DPW and PD staff will have additional costs involved with staffing these events and transporting animals. Processing costs are covered by Sportsmen Against Hunger. Total estimated costs for the cull is estimated in the range of \$20,000.

Motion by Commissioner German, second by Vice Mayor Hood, to authorize staff to sign the Cooperative Services Agreement and Work Initiation Document with the United States Department of Agriculture (USDA) and a Damage and Nuisance Control Permit with the Michigan Department of Natural Resources (MDNR).

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, Ramsey, and German

Nays: None

MOTION PASSES

J. Rezoning of 190 Wood Street Public Works

SUMMARY OF REQUEST: Request to rezone the property at 190 Wood St from RM-1, Low Density Multi Family Residential to B-4, General Business District, by SYP Leasing, LLC.

The Planning Commission unanimously recommended approval of the rezoning at their December meeting.

STAFF RECOMMENDATION: To approve the rezoning of 190 Wood St from RM-1, Low Density Multi-Family Residential to B-4, General Business.

Motion by Commissioner German, second by Commissioner Johnson, to approve the rezoning of 190 Wood Street from RM-1, Low Density Multi-Family Residential to B-4, General Business.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, Ramsey, and German

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Mayor Gawron mentioned the Expungement Clinic being conducted on Thursday, January 16, 2020 at the Michigan Works Building at 316 Morris Avenue from 2:00 until 8:00. Those interested are encouraged to pre-register.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Public Comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:40 p.m.

Respectfully Submitted,

Ann Marie Meisch, MIC – City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 1/28/2020	Title: Special Event Liquor Licenses - 2020
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: The Muskegon City Clerk's Office is organizing several events for 2020 and is seeking commission approval to apply for a special liquor license for beer, wine, and spirit service for the following: June 19 & 20, 2020 – Taste of Muskegon at Hackley Park June 10, July 15, and August 19 – Food Truck Rallies at the Muskegon Farmers Market September 10, 2020 – Farm-to-Table Dinner at the Muskegon Farmers Market	
Detailed Summary:	
Amount Requested: \$50 for each event	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize the City Clerk's Office to apply for a special liquor license for 2020 events.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 28, 2020	Title: 2020 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.	
Detailed Summary: (See Highlighted Changes on Spreadsheet) • Cemetery fees have been adjusted • Passport fees have been adjusted by the Federal Government • New Wedding Reservation Fees have been added • Engineering has adjusted several fees • Marina (slip fees have been increased) • Treasurer Office has increase NSF fee • Planning has increased the fees for tax incentive applications	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approval of the 2020 Master Fee Resolution.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

City of Muskegon

RESOLUTION

2020-_____

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 January, 28, 2020. 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

2020 USER FEES

	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
1	ALL	ADMINISTRATIVE OVERHEAD ON SALES TO OUTSIDE PARTIES	TOTAL BALANCE DUE	15.00%			-100.00%
2	ALL	COPIES FOR PUBLIC (STANDARD SIZES)	PER COPY	0.25			-100.00%
3	ALL	FAX CHARGE FOR INFORMATION REQUESTS	PER PAGE	0.50			-100.00%
4	ALL	LATE FEE ON CITY RECEIVABLES (EXCEPT TAXES)	PAST DUE BALANCE	1.00%		PER MO./IMPOSED AFTER 30 DAYS	-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
5	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B)	EACH	1,500.00			-100.00%
6	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B) NR *	EACH	1,900.00			-100.00%
7	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F)	EACH	1,800.00			-100.00%
8	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F) NR *	EACH	2,200.00			-100.00%
9	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	ONE GRAVE	830.00		50% GOES TO PERPETUAL CARE	-100.00%
10	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	TWO GRAVES	1,500.00		50% GOES TO PERPETUAL CARE	-100.00%
11	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	TWO GRAVES	1,800.00		50% GOES TO PERPETUAL CARE	-100.00%
12	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	ONE GRAVE	1,000.00		50% GOES TO PERPETUAL CARE	-100.00%
13	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	ONE GRAVE	830.00		50% GOES TO PERPETUAL CARE	-100.00%
14	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	TWO GRAVES	1,500.00		50% GOES TO PERPETUAL CARE	-100.00%
15	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	ONE GRAVE	1,000.00		50% GOES TO PERPETUAL CARE	-100.00%
16	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	TWO GRAVES	1,800.00		50% GOES TO PERPETUAL CARE	-100.00%
17	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	ONE GRAVE	830.00		50% GOES TO PERPETUAL CARE	-100.00%
18	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	TWO GRAVES	1,500.00		50% GOES TO PERPETUAL CARE	-100.00%
19	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	TWO GRAVES	1,800.00		50% GOES TO PERPETUAL CARE	-100.00%
20	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	ONE GRAVE	1,000.00		50% GOES TO PERPETUAL CARE	-100.00%
21	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	ONE GRAVE	800.00		50% GOES TO PERPETUAL CARE	-100.00%
22	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	TWO GRAVES	1,435.00		50% GOES TO PERPETUAL CARE	-100.00%
23	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	ONE GRAVE	900.00		50% GOES TO PERPETUAL CARE	-100.00%
24	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	TWO GRAVES	1,550.00		50% GOES TO PERPETUAL CARE	-100.00%
25	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	ONE GRAVE	835.00		50% GOES TO PERPETUAL CARE	-100.00%
26	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	TWO GRAVES	1,500.00		50% GOES TO PERPETUAL CARE	-100.00%
27	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	ONE GRAVE	1,000.00		50% GOES TO PERPETUAL CARE	-100.00%
28	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	TWO GRAVES	1,800.00		50% GOES TO PERPETUAL CARE	-100.00%
29	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN)	EACH	350.00			-100.00%
30	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN) NR*	EACH	400.00			-100.00%
31	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES)	EACH	600.00			-100.00%
32	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES) NR *	EACH	650.00			-100.00%
33	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE)	EACH	300.00			-100.00%
34	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE) NR *	EACH	350.00			-100.00%
35	CEMETERIES	CEMETERIES OPENING (CREMATION)	EACH	350.00			-100.00%
36	CEMETERIES	CEMETERIES OPENING (CREMATION) NR *	EACH	400.00			-100.00%
37	CEMETERIES	CEMETERIES SECOND CREMAINS (OPEN GRAVESITE)	EACH	80.00		FOR ADDITIONAL ASHES	-100.00%
38	CEMETERIES	CEMETERIES OPENING	EACH	500.00			-100.00%
39	CEMETERIES	CEMETERIES OPENING NR *	EACH	600.00			-100.00%
40	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND)	EACH	175.00			-100.00%
41	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND) NR *	EACH	200.00			-100.00%
42	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)	EACH	300.00			-100.00%
43	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR *	EACH	350.00			-100.00%
44	CEMETERIES	CEMETERIES OVERTIME (MON-FRI AFTER 2:30PM)	EACH	400.00			-100.00%
45	CEMETERIES	CEMETERIES OVERTIME (SATURDAYS)	EACH	500.00			-100.00%
46	CEMETERIES	CEMETERIES OVERTIME (SUNDAYS AND HOLIDAYS)	EACH	600.00			-100.00%
47	CEMETERIES	CEMETERIES WEEKEND/HOLIDAY LATE FEE	EACH		400.00	IF MORE THAN 1 HOUR PAST SCHEDULED BURIAL TIME.	*NEW FEE*
48	CEMETERIES	CEMETERIES NICHES COLUMBARIUM (TOP 2 ROWS)	EACH	900.00			-100.00%
49	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR (TOP 2 ROWS)	EACH	950.00			-100.00%
50	CEMETERIES	CEMETERIES NICHES COLUMBARIUM (BOTTOM 2 ROWS)	EACH		700.00		*NEW FEE*
51	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR (BOTTOM 2 ROWS)	EACH		750.00		*NEW FEE*
52	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING)	EACH	150.00			-100.00%
53	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING) NR	EACH	200.00			-100.00%
54	CEMETERIES	CEMETERIES HEADSTONE SERVICE	PER SQUARE INCH	0.55		MINIMUM \$60.00	-100.00%
55	CEMETERIES	CEMETERIES SERVICE (GOVERNMENT MARKERS)	EACH	60.00			-100.00%
56	CEMETERIES	CEMETERIES SERVICE (MAUSOLEUM VASES)	EACH	75.00			-100.00%
57	CEMETERIES	CEMETERIES SERVICE HEADSTONE PRE-PLACEMENT	EACH	25.00			-100.00%
58	CEMETERIES	CEMETERIES SERVICE (SMALL VASES) RESTLAWN	EACH	50.00			-100.00%

59	CEMETERIES	ENTOMBMENT - EVERGREEN MAUSOLEUM	EACH	200.00	300.00		50.00%
60	CEMETERIES	ENTOMBMENT NR - EVERGREEN MAUSOLEUM	EACH	300.00	400.00		33.33%
61	CEMETERIES	EVERGREEN MAUSOLEUM CRYPT COVER REMOVAL			200.00	IF ENGRAVING NOT COMPLETED WITHIN 30 DAYS OF ENTOMBMENT	*NEW FEE*
62	CEMETERIES	TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE	EACH	50.00			-100.00%
63	CEMETERIES	CHAPEL FUNERAL SERVICE	EACH	75.00			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
64	CLERK	ADDRESS LABELS - VOTER REGISTRATION	EACH	0.05			-100.00%
65	CLERK	BUSINESS REGISTRATION	EACH	35.00			-100.00%
66	CLERK	BUSINESS TRANSIENT/PEDDLER - RENEWAL MAY 1ST	ANNUAL	150.00			-100.00%
67	CLERK	BUSINESS AUCTIONEER LICENSE (INDIVIDUAL EVENT)	PER DAY	10.00			-100.00%
68	CLERK	BUSINESS AUCTIONEER LICENSE (REGULAR)	PER YEAR	100.00			-100.00%
69	CLERK	AUCTION FEE	PER DAY	30.00			-100.00%
70	CLERK	BUSINESS ENTERTAINMENT OCCUPANCY	PER YEAR	125.00			-100.00%
71	CLERK	GAMING LICENSE REQUEST/PERMIT (30 DAYS OR MORE ADVANCE NOTICE)	EACH	75.00			-100.00%
72	CLERK	GAMING LICENSE REQUEST (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	100.00			-100.00%
73	CLERK	CITY HALL CONFERENCE ROOM RENTAL	PER HOUR	25.00		CHARGED TO LAW FIRMS AND OTHER FOR PROFIT ORGANIZATIONS WISHING TO USE FACILITIES FOR NON-CITY RELATED BUSINESS	-100.00%
74	CLERK	ENCROACHMENT PERMIT APPLICATION FEE	EACH	100.00			-100.00%
75	CLERK	ENCROACHMENT PERMIT CERTIFICATE FEE	EACH LOCATION	50.00		SAME AS RENEWAL FEE	-100.00%
76	CLERK	ENCROACHMENT/RENTAL FEE (BUS BENCHES)	PER BENCH/PERMONTH	5.00			-100.00%
77	CLERK	ENCROACHMENT 1-YEAR RENEWAL	EACH	25.00			-100.00%
78	CLERK	ENCROACHMENT 1-YEAR RENEWAL (INSPECTION REQ'D)	EACH	50.00			-100.00%
79	CLERK	ENCROACHMENT PERMIT TO WORK IN R-O-W	PER UNIT	10.00		OR ACTUAL COSTS (WHICHEVER IS GREATER)	-100.00%
80	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (30 OR MORE DAYS ADVANCE NOTICE)	EACH	75.00			-100.00%
81	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	150.00			-100.00%
82	CLERK	LIQUOR LICENSE RENEWAL (BEFORE FEBRUARY 28)	EACH	100.00			-100.00%
83	CLERK	LIQUOR LICENSE RENEWAL (AFTER FEBRUARY 28)	EACH	150.00			-100.00%
84	CLERK	LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION	EACH	250.00			-100.00%
85	CLERK	DEVELOPMENT DISTRICT AREA CLASS-C ON-PREMISES LIQUOR LICENSE (FORMERLY DOWNTOWN DEV AUTH LICENSE)	EACH	2,500.00		SAME REVIEW PROCESS AS FOR RENEWAL	-100.00%
86	CLERK	NEW LIQUOR LICENSE	EACH	1,000.00		REPLACES FEES ABOVE	-100.00%
87	CLERK	GOING OUT OF BUSINESS SALE	EACH	50.00		UP TO ONE MONTH - RENEWABLE	-100.00%
88	CLERK	LIQUOR LICENSE (EXPANSION OF EXISTING LICENSE)	EACH	25.00			-100.00%
89	CLERK	MOBILE FOOD VENDING PERMIT	ANNUAL	300.00		APPROVED BY COMMISSION IN 2014	-100.00%
90	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN CITY)	ANNUAL	150.00		APPROVED BY COMMISSION IN 2014	-100.00%
91	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN DDA DISTRICT)	ANNUAL	50.00		APPROVED BY COMMISSION IN 2014	-100.00%
92	CLERK	PASSPORT APPLICATION FEE	EACH	25.00	35.00	PER FEDERAL LAW	40.00%
93	CLERK	PASSPORT PHOTO FEE	EACH	15.00			-100.00%
94	CLERK	MONEY ORDERS	EACH	5.00		NEW SERVICE & FEE	-100.00%
95	CLERK	PRECINCT MAPS (SMALL)	EACH	2.00			-100.00%
96	CLERK	PUBLIC NOTARY FEE	EACH	5.00		CONSISTENT WITH COUNTY FEE	-100.00%
97	CLERK	SPECIAL EVENT PARKING FEE (UNDER 50 PARKING SPOTS)	PER EVENT	25.00		APPROVED BY COMMISSION IN 2014	-100.00%
98	CLERK	SPECIAL EVENT PARKING FEE (OVER 50 PARKING SPOTS)	PER EVENT	50.00		APPROVED BY COMMISSION IN 2014	-100.00%
99	CLERK	TELECOMMUNICATIONS ACT NEW PROVIDER FEE	EACH	500.00		PER NEW STATE TELECOMMUNICATIONS ACT	-100.00%
100	CLERK	VOTER INFORMATION - ON DISK	EACH	25.00			-100.00%
101	CLERK	VOTER REGISTRATION - HARDCOPY LIST	PER LISTING	0.01			-100.00%
102	CLERK	VOTER REGISTRATION - MAILING LABELS	PER LABEL	0.05			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
103	CNS	MORTGAGE REFINANCE FEE	EACH	50.00			-100.00%
104	CNS	REHAB LOAN APPLICATION FEE	EACH	200.00			-100.00%
105	CNS	FAÇADE PROGRAM - 50% AMI AND BELOW	EACH	60.00		ELIGIBILITY FEE	-100.00%
106	CNS	FAÇADE PROGRAM - 51% - 60% AMI	EACH	250.00		ELIGIBILITY FEE	-100.00%
107	CNS	FAÇADE PROGRAM - 61% TO 80% AMI	EACH	500.00		ELIGIBILITY FEE	-100.00%
108	CNS	PRIORITY HOME REPAIR APPLICATION FEE	EACH	60.00			-100.00%
109	CNS	RENTAL REHAB APPLICATION FEE	PER LOAN	100.00			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
110	DPW	ADDITIONAL GARBAGE SERVICE (1 TOTER)	PER MONTH	13.00			-100.00%
111	DPW	APPLIANCE STICKER	EACH	25.00			-100.00%
112	DPW	GARBAGE CART REPLACEMENT - DAMAGED BY USER	EACH	55.00			-100.00%
113	DPW	GARBAGE SERVICE - SMALL BUSINESS	PER MONTH	16.00		INCLUDES CHURCHES AND NON-PROFITS	-100.00%
114	DPW	GARBAGE SERVICE - UNAUTHORIZED USE OF CARTS	PER INCIDENT	50.00			-100.00%
115	DPW	GARBAGE SERVICE - REPLACE LOST/STOLEN CART	EACH	55.00			-100.00%
116	DPW	GARBAGE SERVICE - NEW SERVICE STARTUP	EACH	55.00			-100.00%

117	DPW	GARBAGE SERVICE - MIXED REFUSE STICKER	EACH	2.00		BUY 6 FOR \$10.00 - UNIT PRICE \$1.67	-100.00%
118	DPW	FEE FOR SPECIAL COLLECTION OF ILLIEGAL MATERIALS	EACH	50.00		OR ACTUAL COSTS (WHICHEVER IS GREATER)	-100.00%
119	DPW	FEE FOR BULK YARD WASTE DROP OFF (DURING REGULAR HOURS) - BY APPOINTMENT ONLY	EACH	25.00			-100.00%
120	DPW	REPLACE EMPLOYEE ID/ACCESS TKC CARD	PER LOST CARD	10.00		REACTIVATED FEE	-100.00%
121	DPW	STORM SEWER CONNECTION FEE	EACH	800.00		STUB FEE	-100.00%
122	DPW	TREE REPLACEMENT PLANTING FEE	EACH	200.00			-100.00%
123	DPW	TREE REMOVAL FEE (12" AND UNDER DIAMETER)	EACH	200.00		TREE MEASURED AT 4' ABOVE GRADE	-100.00%
124	DPW	TREE REMOVAL FEE (12" - 18" DIAMETER)	EACH	500.00		TREE MEASURED AT 4' ABOVE GRADE	-100.00%
125	DPW	TREE REMOVAL FEE (18" - 24" DIAMETER)	EACH	650.00		TREE MEASURED AT 4' ABOVE GRADE	-100.00%
126	DPW	TREE REMOVAL FEE (24" - 30" DIAMETER)	EACH	750.00		TREE MEASURED AT 4' ABOVE GRADE	-100.00%
127	DPW	TREE REMOVAL FEE (30" - 36" DIAMETER)	EACH	1,000.00		TREE MEASURED AT 4' ABOVE GRADE	-100.00%
128	DPW	TREE REMOVAL FEE (36" - 42" DIAMETER)	EACH	1,700.00		TREE MEASURED AT 4' ABOVE GRADE	-100.00%
129	DPW	TREE REMOVAL FEE (42" AND OVER DIAMETER)	EACH	1,900.00		TREE MEASURED AT 4' ABOVE GRADE	-100.00%
130	DPW	HANG AND/OR REMOVE BANNER	EACH REQUEST	450.00		EACH ADDITIONAL BANNER: \$50.00	-100.00%
131	DPW	USE OF BIKE PATH FOR ORGANIZED EVENTS	EACH EVENT	200.00		PER EVENT	-100.00%
132	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER DAY	125.00			-100.00%
133	DPW (PARKS)	EXCLUSIVE USE OF PERE MARQUETTE LARGE OVAL FOR SPECIAL EVENTS	PER DAY	125.00			-100.00%
134	DPW (PARKS)	USE FEE IN ADDITION TO SPECIAL EVENT APPLICATION FEE	PER DAY	125.00			-100.00%
135	DPW (PARKS)	CLEANING DEPOSIT FOR EXCLUSIVE USE OF HACKLEY, PERE MARQUETTE OR MARGARET DRAKE ELLIOTT PARKS - SPECIAL EVENT	EACH	50.00			-100.00%
138	DPW (PARKS)	PARK BUILDING USE)	PER SESSION	125.00		All buildings	-100.00%
140	DPW (PARKS)	PARK BUILDING USE (CLEANING/SECURITY DEPOSIT)	EACH	50.00		All buildings	-100.00%
141	DPW (PARKS)	MC GRAFT PARK MUSIC BOWL	HOURL	45.00			-100.00%
142	DPW (PARKS)	PARKS (LIGHT COSTS SPORT FIELDS & COURTS)	EACH	40.00			-100.00%
143	DPW (PARKS)	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00		DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED	-100.00%
144	DPW (PARKS)	PARKS (USE OF GARBAGE CANS)	EACH	5.00		DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED	-100.00%
145	DPW (PARKS)	SPORTS FIELD & COURT RENTAL (EXCLUDES SETUP SERVICES)	2 HOUR RENTAL	25.00			-100.00%
147	DPW (PARKS)	CHANNEL SHELTER RENTAL	EACH	75.00			-100.00%
148	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	100.00		For Kruse#4, Margaret Drake Elliot and Syerforth Parks	-100.00%
149	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	75.00		For Beachwood, Kruse 1, 2 and 3	-100.00%
150	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	50.00		For Campbell and Smith Ryerson	-100.00%
151	DPW (PARKS)	PICNIC SHELTER RENTAL RESERVATION CHANGE	EACH	15.00			-100.00%
153	DPW (PARKS)	CLEANING FEE FOR RENTALS	EACH	75.00		NOT CHARGED IF FACILITY LEFT CLEAN	-100.00%
154	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	EACH	50.00			-100.00%
155	DPW (PARKS)	WEDDING RESERVATIONS-MCGRAFT LAGOON	EACH	150.00			-100.00%
156	DPW (PARKS)	WEDDING RESERVATIONS-PERE MARQUETTE	EACH		175.00		*NEW FEE*
157	DPW (PARKS)	WEDDING RESERVATIONS-CHANNEL AREA (INCLUDES SHELTER)	EACH		225.00		*NEW FEE*
158	DPW (PARKS)	KEY DEPOSIT (RESTROOM)	EACH	25.00			-100.00%
159	DPW (PARKS)	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00		DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED	-100.00%
160	DPW (PARKS)	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00		DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED	-100.00%
161	DPW (PARKS)	CITY SERVICES (PICNIC TABLES)	EACH	10.00		DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED	-100.00%
162	DPW (PARKS)	CITY SERVICES (LABOR PARKS OR DPW STAFF)	PER HOUR	60.00			-100.00%
163	DPW (PARKS)	RENTAL OF PORTABLE STAGE	EACH	100.00			-100.00%
164	DPW (PARKS)	RENTAL OF BLEACHERS	EACH	100.00			-100.00%

	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
165	ENGINEERING	WIDE LOAD PERMIT	EACH	200.00	50.00		-75.00%
166	ENGINEERING	CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)	EACH	8.00			-100.00%
167	ENGINEERING	CHARGE FOR BID DOCUMENTS	EACH	40.00			-100.00%
169	ENGINEERING	STORM WATER MANAGEMENT BILLING FEE	PER BILL	5.00			-100.00%
170	ENGINEERING	STORM WATER MANAGEMENT HOOKUP FEE FOR SYSTEM AVAILABILITY	EACH	175.00		5,000 GALLON PER DAY MAXIMUM	-100.00%
171	ENGINEERING	STORM WATER MANAGEMENT PERMIT APPLICATION FEE	EACH	500.00			-100.00%
172	ENGINEERING	STORM WATER MANAGEMENT SYSTEM USE FEE	PER 1,000 GALLONS	0.20			-100.00%
173	ENGINEERING	REPLACE/ INSTALL RESIDENTIAL DRIVEWAY IN RIGHT OF WAY	EACH UNIT	20.00	25.00	SIDEWALK/DRIVE APPROACHES, LANDSCAPING	25.00%
174	ENGINEERING	UTILITY ANNUAL PERMIT FEE	EACH	1,750.00			-100.00%
176	ENGINEERING	UTILITY CUT PERMIT FEE	UNIT	20.00			-100.00%
177	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT <4 YEARSOLD)	SQUARE YARD	100.00		FEES ADJUSTED TO REFLECT RESIDUAL VALUE	-100.00%
178	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT 4-9 YEARSOLD)	SQUARE YARD	75.00		FEES ADJUSTED TO REFLECT RESIDUAL VALUE	-100.00%
179	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT >10 YEARSOLD)	SQUARE YARD	50.00		FEES ADJUSTED TO REFLECT RESIDUAL VALUE	-100.00%
181	ENGINEERING	ROAD CLOSURE (EXCLUDING SPECIAL EVENTS)	EACH		25.00		*NEW FEE*
182	ENGINEERING	DUMPSTER IN ROAD OR RIGHT OF WAY	EACH		25.00		*NEW FEE*
183	ENGINEERING	REPLACE/ INSTALL SIDEWALK IN RIGHT OF WAY	EACH UNIT		25.00		*NEW FEE*
184	ENGINEERING	REPLACE/ INSTALL COMMERCIAL DRIVEWAY IN RIGHT OF WAY	EACH UNIT		50.00		*NEW FEE*

	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
185	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LOCAL	0.00		SERVICE NOW FREE VIA EMAIL	
186	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LONG DISTANCE	0.00		SERVICE NOW FREE VIA EMAIL	
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
187	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE	FIRST VIOLATION	50.00		PLUS HOURLY COST FOR WORK PERFORMED.	-100.00%
188	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	10.00		PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT \$50 (E.G. 2ND VIOLATION = \$60; 3RD = \$70, ETC	-100.00%
189	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS	FIRST VIOLATION	90.00		PLUS HOURLY COST FOR WORK PERFORMED.	-100.00%
190	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	15.00		PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT \$90 (E.G. 2ND VIOLATION = \$105; 3RD = \$120, ETC	-100.00%
191	PUBLIC SAFETY - CODE ENFORCEMENT	LATE FEE ON INVOICES OVER 30 DAYS	EACH INVOICE	10.00			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
192	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	0.00		VACANT LESS THAN ONE YEAR	-100.00%
193	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	1,000.00		VACANT 1 YEAR BUT LESS THAN 2 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$500.	-100.00%
194	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	2,000.00		VACANT 2 YEARS BUT LESS THAN 3 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$1,000.	-100.00%
195	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	4,000.00		VACANT 3 YEARS BUT LESS THAN 5 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$2,000.	-100.00%
196	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	7,000.00		VACANT 5 YEARS BUT LESS THAN 10 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$3,500.	-100.00%
197	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	7,000.00		VACANT 10 YEARS	-100.00%
198	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	1,000.00		EACH YEAR VACANT BEYOND 10 YEARS	-100.00%
199	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (31-60 DAYS LATE)	OCCURRENCE	25.00		NON-REFUNDABLE FEE	-100.00%
200	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (61-90 DAYS LATE)	OCCURRENCE	35.00		NON-REFUNDABLE FEE	-100.00%
201	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION - FORMAL APPEAL FEE	OCCURRENCE	50.00		NON-REFUNDABLE FEE	-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
202	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	SINGLE UNIT	80.00		INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	-100.00%
203	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	DUPLEX	90.00		INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	-100.00%
204	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - BASE)	3 UNITS	110.00		INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	-100.00%
205	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - PER PARCEL OVER 3)	PER UNIT OVER 3	15.00		INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	-100.00%
206	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW FIRST TIME OR LATE CANCELLATION)	PER UNIT	70.00		FEE ASSESSED FOR NO-SHOW/LOCK OUT OR LATE CANCELLATION	-100.00%
207	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE	OCCURRENCE	70.00		FEE ASSESSED WHEN A 3RD CANCELLATION IS RECEIVED BY CUSTOMER OR AGENT	-100.00%
208	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE (STARTING WITH 4TH CANCELLATION)	OCCURRENCE	20.00		ADDED TO BASE CANCELLATION FEE; EACH CANCELLATION INSTANCE WILL CAUSE FEE TO INCREASE BY AN ADDITIONAL \$15.00	-100.00%
209	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW EACH ADDT'L TIME OR LATE CANCELLATION)	PER UNIT	25.00		ADDED TO BASE NO SHOW FEE; EACH NO SHOW INSTANCE WILL CAUSE INSPECTION FEE TO INCREASE BY AN ADDITIONAL \$20.00	-100.00%
210	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION FEE	PER UNIT	50.00		FEE TO BE ASSESSED TO PROPERTIES NOT BROUGHT INTO COMPLIANCE AFTER THE FIRST INSPECTION	-100.00%
211	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION (STARTING WITH 2ND REINSPECTION)	PER UNIT	20.00		ADDED TO BASE NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL \$15.00	-100.00%
212	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (1ST EXTERIOR ONLY REINSPECTION)	PER UNIT	40.00		FEE ASSESSED TO PROPERTIES IN COMPLIANCE INTERIOR REQUIREMENTS BUT NOT IN COMPLIANCE WITH EXTERIOR REQUIREMENTS BY FIRST INSPECTION	-100.00%
213	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (STARTING WITH 2ND EXTERIOR ONLY REINSPECTION)	PER UNIT	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	-100.00%
214	PUBLIC SAFETY - RENTAL	LATE FEE FOR NON-PAYMENT OF RENTAL REGISTRATION ANNUAL FEE	EACH PROPERTY VIOLATION	15.00		FEE CHARGED AFTER 30 DAYS	-100.00%
215	PUBLIC SAFETY - RENTAL	HOUSING-WARRANT INSPECTION FEE	EACH	150.00			-100.00%
216	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - FIRST 5 BOARDS	PER INSTANCE	40.00		PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP	-100.00%
217	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - 6 OR MORE BOARDS	PER INSTANCE	60.00		PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP	-100.00%
218	PUBLIC SAFETY - ENV SERVICES	ADMINISTRATIVE OVERHEAD ON DEMOLITIONS	PER UNIT	20.0%		BASED ON THE CONTRACTORS PRICE TO DEMOLISH	-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
219	FARMERS' MARKET	DAILY - SATURDAY	DAILY	30.00		SATURDAY ONLY	-100.00%
220	FARMERS' MARKET	DAILY - WEEKDAY	DAILY	15.00		WEEKDAYS WITH NO TIERS	-100.00%
221	FARMERS' MARKET	TIER 1 - CORNER	0-2 MONTHS	372.00			-100.00%
222	FARMERS' MARKET	TIER 1 - REGULAR	0-2 MONTHS	342.00			-100.00%
223	FARMERS' MARKET	TIER 2 - REGULAR	0-2 MONTHS	194.00			-100.00%
224	FARMERS' MARKET	TIER 1 - CORNER	5 MONTHS	447.00			-100.00%
225	FARMERS' MARKET	TIER 1 - REGULAR	5 MONTHS	413.00			-100.00%
226	FARMERS' MARKET	TIER 2 - REGULAR	5 MONTHS	242.00			-100.00%
227	FARMERS' MARKET	TIER 1 - CORNER	7 MONTHS	480.00			-100.00%
228	FARMERS' MARKET	TIER 1 - REGULAR	7 MONTHS	443.00			-100.00%
229	FARMERS' MARKET	TIER 2 - REGULAR	7 MONTHS	266.00			-100.00%
230	FARMERS' MARKET	WINTER MARKET-GARAGE DOOR	DAILY	25.00			-100.00%
231	FARMERS' MARKET	WINTER MARKET- SMALL TABLE	DAILY	10.00			-100.00%
232	FARMERS' MARKET	WINTER MARKET	5 MONTHS	400.00		FEE FOR EXTENDED HOURS AT NEW MARKET	-100.00%
233	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY A	PER SESSION	250.00		9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	-100.00%
234	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY B	PER SESSION	250.00		9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	-100.00%

235	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY C	PER SESSION	250.00		9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	-100.00%
236	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY D	PER SESSION	100.00		9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	-100.00%
237	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - MARKET STAGE	PER SESSION	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	-100.00%
238	FARMERS' MARKET	SNAP/DOUBLE-UP FOOD BUCKS ADMIN FEE	2% OF TRANSACTION	2.0%		FEE FOR COST OF TRANSACTION ADMINISTRATION	-100.00%
239	FARMERS' MARKET KITCHEN	KITCHEN USE - PREP/TABLETOP -REGULAR USER	PER HOUR	12.00			-100.00%
240	FARMERS' MARKET KITCHEN	KITCHEN USE - BAKING - REGULAR USER	PER HOUR	15.00			-100.00%
241	FARMERS' MARKET KITCHEN	KITCHEN USE - PROCESSING - REGULAR USER	PER HOUR	15.00			-100.00%
242	FARMERS' MARKET KITCHEN	KITCHEN USE - CATERING - REGULAR USER	PER HOUR	15.00			-100.00%
243	FARMERS' MARKET KITCHEN	KITCHEN DRY STORAGE CAGE - MONTHLY	PER MONTH	20.00		COOLER/FREEZER STORAGE BY THE SHELF PER MONTH	-100.00%
244	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT REGULAR USER	PER RENTAL	50.00		DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC.	-100.00%
245	FARMERS' MARKET KITCHEN	KITCHEN USE -APPLICATION FEE FOR REGULAR USER	PER RENTAL	20.00		INCLUDES ONE KEY CARD	-100.00%
246	FARMERS' MARKET KITCHEN	KITCHEN USE -OCCASIONAL OR ONE TIME USE	PER HOUR	25.00			-100.00%
247	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT OCCASIONAL OR ONE TIME USE	PER RENTAL	100.00		DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC	-100.00%
248	FARMERS' MARKET KITCHEN	KITCHEN USE - APPLICATION FEE OCCASIONAL OR ONE TIME USE	PER RENTAL	20.00			-100.00%
249	FARMERS' MARKET KITCHEN	KITCHEN USE - KEY CARD FEE OCCASIONAL OR ONE TIME USE	PER RENTAL	10.00			-100.00%
250	FARMERS' MARKET KITCHEN	KITCHEN USE - REPLACEMENT OF ISSUED KEY CARD	PER CARD	25.00			-100.00%
251	FARMERS' MARKET KITCHEN	KITCHEN USE - EXTRA KEY	PER CARD	10.00			-100.00%
252	FARMERS MARKET KITCHEN	CANCELLATION FEE	PER OCCURRENCE	FULL RENTAL RATE		CANCELLATION IS WITHOUT CHARGE IF MADE UP TO SEVEN DAYS IN ADVANCE; LESS THAN 7 DAYS NOTICE CHARGED THE FULL RENTAL RATE	#VALUE!
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
253	FINANCE	REPLACEMENT OF LOST PAYROLL CHECK	EACH OCCURRENCE	25.00			-100.00%
254	FINANCE	COPIES OF CITY BUDGET OR CAFR	EACH	25.00			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
255	FIRE	FIRE REPORT COPY (MAJOR FIRE)	EACH	15.00			-100.00%
256	FIRE	FIRE REPORT COPY (REGULAR)	EACH	5.00			-100.00%
257	FIRE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	12.00			-100.00%
258	FIRE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	15.00			-100.00%
259	FIRE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	15.00			-100.00%
260	FIRE	INSURANCE ADMINISTRATION ESCROW	EACH INCIDENT	15.00		PLUS RELATED COURT COSTS	-100.00%
261	FIRE	FIRE INSPECTION ADDITIONAL VISIT	EACH INCIDENT	20.00		RE-INSPECTION/REPAIR/COMPLAINT	-100.00%
262	FIRE	ARSON FIRE RESTITUTION FEE	PER HR ON CALL	50.00		PLUS RELATED COURT COSTS	-100.00%
263	FIRE	FALSE ALARM FEE	PER HR ON CALL	20.00	30.00	AFTER 3RD FALSE ALARM IN ONE YEAR	50.00%
264	FIRE	WILLFUL NEGLIGENCE FIRE FEE	PER HR ON CALL	25.00			-100.00%
265	FIRE	CONFINED SPACE RESCUE FEE	PER HR ON CALL	100.00			-100.00%
266	FIRE	ICE RESCUE CALL	PER HR ON CALL	20.00			-100.00%
267	FIRE	DOWNGED POWER LINE	PER HR	10.00	60.00	AFTER FIRST FIFTEEN MINUTES, PER HOUR RATE	500.00%
268	FIRE	SPECIAL USE PERMITS (PER UFC)	EACH PER YEAR	25.00			-100.00%
269	FIRE	STRUCTURE FIRE RESPONSE	EACH	10.00	500.00	CHARGED TO OWNER'S INSURANCE (RESIDENTAL / COMMERCIAL)	4900.00%
270	FIRE	PI ACCIDENT RESPONSE	EACH	FULL RENTAL RATE		CHARGED TO AT FAULT DRIVER'S AUTO INSURANCE COMPANY	#VALUE!
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
271	FLEA MARKET	DEALERS SPACE - CORNER COVERED SPACE	DAILY	25.00			-100.00%
272	FLEA MARKET	DEALERS SPACE - 10 x 15 COVERED SPACE	DAILY	25.00			-100.00%
273	FLEA MARKET	DEALERS SPACE - 10 x 30 ASPHALT SPACE	DAILY	15.00			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
274	INCOME TAX	DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE	EACH	5.00	15.00	PLUS RELATED PENALTIES & INTEREST	200.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
275	PUBLIC SAFETY - BUILDING	BUILDING CONTRACTOR REGISTRATION FEE	EACH	15.00			-100.00%
276	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (COMMERCIAL)	EACH	25% of Value; Min \$120.00			#VALUE!
277	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (GARAGE)	EACH	60.00			-100.00%
278	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (RESIDENTIAL)	EACH	120.00			-100.00%
279	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1-\$1,000 VALUE)	EACH	55.00			-100.00%
280	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1,001-\$2,000 VALUE)	BASE	55.00			-100.00%
281	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1,000-\$2,000 VALUE)	EACH ADDITIONAL \$100	3.50			-100.00%
282	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	BASE	92.75			-100.00%
283	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	EACH ADDITIONAL \$1,000	15.38			-100.00%
284	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	BASE	463.00			-100.00%
285	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	EACH ADDITIONAL \$1,000	11.50			-100.00%

286	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	BASE	753.00		-100.00%
287	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	EACH ADDITIONAL \$1,000	8.00		-100.00%
288	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	BASE	1,150.00		-100.00%
289	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	EACH ADDITIONAL \$1,000	6.40		-100.00%
290	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	BASE	3,731.00		-100.00%
291	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	5.45		-100.00%
292	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	BASE	6,449.00		-100.00%
293	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	4.15		-100.00%
294	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (INSPECTION-SPECIAL REINSPECTION, ETC.)	PER HOUR	65.00	REMOVED MINIMUM 2 HOURS	-100.00%
295	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE)	EACH	50.00%	OF REGULAR BUILDING PERMIT FEE	-100.00%
296	PUBLIC SAFETY - BUILDING	BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)	PERMIT FEE	65.00%	OF APPLICABLE PERMIT FEE	-100.00%
297	PUBLIC SAFETY - BUILDING	CONSTRUCTION BOARD OF APPEALS APPLICATION FEE	EACH	500.00		-100.00%
298	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASE PERMIT)	BASE	65.00		-100.00%
299	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)	EACH	9.00		-100.00%
300	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (CIRCUITS)	EACH	6.00		-100.00%
301	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (DISHWASHER)	EACH	9.00		-100.00%
302	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)	EACH	45.00		-100.00%
303	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)	EACH 50'	9.00		-100.00%
304	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)	EACH	75.00		-100.00%
305	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)	EACH	150.00		-100.00%
306	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)	EACH DEVICE	8.00		-100.00%
307	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FURNACE-UNIT HEATER)	EACH	9.00		-100.00%
308	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)	PER HOUR	45.00	MINIMUM 1 HOUR	-100.00%
309	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-FINAL)	EACH	45.00		-100.00%
310	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)	HOUR	60.00	MINIMUM 1 HOUR	-100.00%
311	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	HOUR	50.00	MINIMUM 1 HOUR	-100.00%
312	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA OR HP UP TO 20)	EACH	9.00		-100.00%
313	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 21 TO 50)	EACH	15.00		-100.00%
314	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 50 AND OVER)	EACH	18.00		-100.00%
315	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)	EACH	10.00		-100.00%
316	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)	EACH	45.00		-100.00%
317	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (MOBILE HOME SITE)	EACH	9.00		-100.00%
318	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)	EACH	10.00		-100.00%
319	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)	EACH	8.00		-100.00%
320	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)	EACH	15.00		-100.00%
321	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)	EACH	20.00		-100.00%
322	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)	EACH	23.00		-100.00%
323	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)	EACH	30.00		-100.00%
324	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/GFI ONLY)	EACH	50.00		-100.00%
325	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS LETTER)	EACH	15.00		-100.00%
326	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS NEON)	EACH 25'	2.00		-100.00%
327	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS UNIT)	EACH	10.00		-100.00%
328	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)	EACH	45.00		-100.00%
329	PUBLIC SAFETY - BUILDING	ELECTRICAL PLAN REVIEW FEE	EACH	25.00%	OF APPLICABLE PERMIT FEE	-100.00%
330	PUBLIC SAFETY - BUILDING	FIRE ALARM PLAN REVIEW FEE	EACH	25.00%	OF PERMIT FEE FOR ANY SYSTEM OVER 10 DEVICES	-100.00%
331	PUBLIC SAFETY - BUILDING	GARAGE MOVING FEE	EACH	200.00		-100.00%
332	PUBLIC SAFETY - BUILDING	BUILDING MOVING FEE (EXCEPT GARAGE)	EACH	500.00		-100.00%
333	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE INSPECTION FEE	EACH	80.00		-100.00%
334	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE RE-INSPECTION FEE	EACH	50.00		-100.00%
335	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)	EACH	20.00		-100.00%
336	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)	EACH	60.00		-100.00%
337	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)	EACH	5.00		-100.00%
338	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)	EACH	20.00		-100.00%
339	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-CHILLER)	EACH	30.00		-100.00%
340	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)	EACH	30.00		-100.00%
341	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)	EACH	30.00		-100.00%
342	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)	EACH	30.00		-100.00%
343	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)	EACH	30.00		-100.00%
344	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (BASE PERMIT)	EACH	65.00		-100.00%
345	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)	PER FOOT	0.10	\$25.00 MINIMUM FEE	-100.00%
346	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)	PER FOOT	0.10	\$25.00 MINIMUM FEE	-100.00%

347	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)	EACH	150.00		-100.00%
348	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)	PER HEAD	0.75	\$20.00 MINIMUM FEE	-100.00%
349	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)	EACH	10.00		-100.00%
350	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)	EACH	10.00		-100.00%
351	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILERS)	EACH	30.00		-100.00%
352	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)	EACH	25.00		-100.00%
353	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)	EACH	8.00		-100.00%
354	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)	EACH	20.00		-100.00%
355	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)	EACH	45.00		-100.00%
356	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)	EACH	5.00		-100.00%
357	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)	EACH	30.00		-100.00%
358	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)	EACH	30.00		-100.00%
359	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00		-100.00%
360	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00		-100.00%
361	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)	EACH	30.00		-100.00%
362	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)	EACH	50.00		-100.00%
363	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)	EACH	20.00		-100.00%
364	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)	EACH	30.00		-100.00%
365	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-WATER HEATER)	EACH	10.00		-100.00%
366	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HUMIDIFIERS)	EACH	10.00		-100.00%
367	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-ADDITIONAL)	EACH	45.00		-100.00%
368	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-FINAL)	EACH	45.00		-100.00%
369	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-HOURLY RATE)	EACH	60.00		-100.00%
370	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	EACH	50.00		-100.00%
371	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-TURN ON GAS)	EACH	45.00		-100.00%
372	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)	EACH	5.00		-100.00%
373	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS)	PER OUTLET	1.00		-100.00%
374	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS)	EACH	2.00		-100.00%
375	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)	PER OUTLET	0.50		-100.00%
376	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (ROOFTOP HVAC UNIT)	EACH	60.00		-100.00%
377	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-ABOVEGROUND)	EACH	20.00		-100.00%
378	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-UNDERGROUND)	EACH	25.00		-100.00%
379	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)	EACH	15.00		-100.00%
380	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT VENTILATORS)	EACH	10.00		-100.00%
381	PUBLIC SAFETY - BUILDING	MECHANICAL PLAN REVIEW FEE	EACH	25.00%	OF APPLICABLE PERMIT FEE	-100.00%
382	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (BASE PERMIT)	EACH	65.00		-100.00%
383	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)	EACH	9.00		-100.00%
384	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)	EACH	9.00		-100.00%
385	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION ADDITIONAL)	EACH	45.00		-100.00%
386	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION FINAL)	EACH	45.00		-100.00%
387	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION HOURLY FEE)	EACH	60.00	MINIMUM TWO HOURS	-100.00%
388	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)	EACH	50.00		-100.00%
389	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MANHOLES-CATCHBASINS)	EACH	10.00		-100.00%
390	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MEDICAL GAS INSTALLATION)	PER OUTLET	8.00		-100.00%
391	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER 1/4" TO 2")	EACH	10.00		-100.00%
392	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER OVER 2")	EACH	20.00		-100.00%
393	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)	EACH	10.00		-100.00%
394	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 6")	EACH	25.00		-100.00%
395	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 6")	EACH	10.00		-100.00%
396	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)	EACH	6.00		-100.00%
397	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SUB-SOIL DRAINS)	EACH	9.00		-100.00%
398	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/2")	EACH	30.00		-100.00%
399	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/4")	EACH	23.00		-100.00%
400	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1")	EACH	15.00		-100.00%
401	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--2")	EACH	38.00		-100.00%
402	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--3/4")	EACH	8.00		-100.00%

403	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--OVER 2")	EACH	45.00			-100.00%
404	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE 2" TO 6")	EACH	25.00			-100.00%
405	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE LESS THAN 2")	EACH	10.00			-100.00%
406	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE OVER 6")	EACH	50.00			-100.00%
407	PUBLIC SAFETY - BUILDING	PLUMBING PLAN REVIEW FEE	EACH	25.00%		OF APPLICABLE PERMIT FEE	-100.00%
408	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (GREASE TRAP INSPECTION)	EACH	45.00			-100.00%
409	PUBLIC SAFETY - BUILDING	PROPERTY MAINTENANCE CODE APPEAL APPLICATION FEE	EACH	100.00			-100.00%
410	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (RE-ROOF OVER OLD ROOF/1LAYERS MAX)	PER SQUARE	150.00			-100.00%
411	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP THEN RE-ROOF)	PER SQUARE	250.00			-100.00%
412	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP, RE-SHEET, THEN RE-ROOF)	PER SQUARE	300.00			-100.00%
413	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	1 - 10 Outlets	50.00			-100.00%
414	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	11 - 20 Outlets	100.00			-100.00%
415	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	Over 20 Outlets - Per Outlet	2.00			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
416	MARINA	30 FOOT SLIP	EACH	2,130.00	2,310.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	8.45%
417	MARINA	40 FOOT SLIP	EACH	2,849.00	3,080.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	8.11%
418	MARINA	60 FOOT SLIP	EACH	3,569.00	4,080.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	14.32%
420	MARINA	HARD ACCESS (SLIPS 37-46, 69) UNDER 27' ONLY	EACH	1,704.00	1,800.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	5.63%
421	MARINA	CLASS A MOORING	EACH	583.00		5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	-100.00%
423	MARINA	DAILY LAUNCH RAMP	EACH	12.00	10.00		-16.67%
424	MARINA	SEASONAL LAUNCH RAMP STICKER	RESIDENT	50.00			-100.00%
425	MARINA	SEASONAL LAUNCH RAMP STICKER	NON-RESIDENT	70.00			-100.00%
426	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	RESIDENT	30.00			-100.00%
427	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	NON-RESIDENT	45.00			-100.00%
428	MARINA	END OF SEASON LAUNCH RAMP PERMIT	EACH	30.00		SOLD AFTER SEPTEMBER 15	-100.00%
429	MARINA	SMALL BOAT BASIN	EACH	995.00		5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	-100.00%
430	MARINA	DRY STORAGE (RESIDENTS/NON-RESIDENTS - CATAMARAN)	EACH	400.00			-100.00%
431	MARINA	DRY STORAGE (NON-RESIDENTS - CATAMARAN)	EACH	0.00			
432	MARINA	CANOE & KAYAK STORAGE	PER SIX MONTHS	75.00		DRY STORAGE BASED ON VEHICLE LENGTH	-100.00%
433	MARINA	DRY STORAGE	PER LINEAL FOOT	14.50		DRY STORAGE BASED ON VEHICLE LENGTH	-100.00%
434	MARINA	TRAILER STORAGE	EACH	80.00			-100.00%
435	MARINA	PERSONAL WATERCRAFT STORAGE	EACH	65.00		DOCKAGE FEE FOR JET SKI	-100.00%
436	MARINA	END OF SEASON LATE REMOVAL FEE	PER DAY MINIMUM	32.00		MINIMUM - FEE CHARGED BASED ON TRANSIENT VESSEL RATES (VESSEL LENGTH) PER STATE DNR	-100.00%
437	MARINA	SHOPPERS DOCK	EACH	10.00		\$10 PER 3 HOURS, 35' DOCKS ONLY	-100.00%
438	MARINA	COST TO MOVE CATAMARAN POST	EACH	60.00		COST TO MOVE EXISTING POST LOCATION	-100.00%
439	MARINA	CATAMARAN STORAGE	EACH	995.00			-100.00%
440	MARINA	EXTERNAL ELECTRIC FEE	PER MONTH	15.00		NEW FEE	-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
441	PLANNING	PRECINCT MAPS (LARGE)	EACH	30.00			-100.00%
442	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	130.00		HARD COPY	-100.00%
443	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	35.00		HARD COPY	-100.00%
444	PLANNING	DOWNTOWN PLAN COPY	EACH	30.00		HARD COPY	-100.00%
445	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	15.00		PROVIDED ON CD	-100.00%
446	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	15.00		PROVIDED ON CD	-100.00%
447	PLANNING	DOWNTOWN PLAN COPY	EACH	15.00		PROVIDED ON CD	-100.00%
448	PLANNING	OPRA, COMMERCIAL REHAB, COMMERCIAL REDEVELOPMENT	EACH	1,000.00	1,200.00		20.00%
450	PLANNING	NEZ APPLICATION FEE	EACH	25.00	250.00		900.00%
451	PLANNING	IFT/CFI APPLICATION FEE	EACH	1,722.00	2,000.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$1,000)	16.14%
452	PLANNING	IFT/CFI/OPRA/COMMERCIAL REHAB DISTRICT ESTABLISHMENT IF ON A SEPARATE MEETING FROM CERTIFICATE	EACH	500.00			-100.00%
455	PLANNING	GROUNDWATER ORDINANCE APPLICATION FEE	EACH	750.00	1,000.00		33.33%
456	PLANNING	BROWNFIELD DEVELOPMENT APPLICATION FEE	EACH	2,500.00	5,000.00	IF TAX CAPTURE FEE BASED ON ACTUAL COSTS	100.00%
457	PLANNING	LEISURE SERVICES MASTER PLAN	EACH	30.00		HARD COPY	-100.00%
458	PLANNING	LEISURE SERVICES MASTER PLAN	EACH	15.00		CD	-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
459	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (EACH ADDITIONAL PAGE)	EACH	0.25			-100.00%
460	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (FIRST PAGE)	EACH	5.50			-100.00%
461	POLICE	BIKE REGISTRATION (CHANGE OWNERSHIP)	EACH	2.00			-100.00%
462	POLICE	BIKE REGISTRATION (DUPLICATE)	EACH	1.00			-100.00%
463	POLICE	BIKE REGISTRATION (ENGRAVING)	EACH	0.00		NO CHARGE	
464	POLICE	BIKE REGISTRATION (NEW)	EACH	2.00			-100.00%
465	POLICE	CITATION COPY	EACH	5.50			-100.00%
466	POLICE	FALSE ALARM FEE (4TH IN YEAR)	EACH	30.00			-100.00%
467	POLICE	FALSE ALARM FEE (5TH IN YEAR)	EACH	60.00			-100.00%
468	POLICE	FALSE ALARM FEE (6TH OR MORE IN YEAR)	EACH	75.00			-100.00%
469	POLICE	LICENSE TO PURCHASE FEE	EACH	6.00		INCLUDES \$1.00 COST TO PROVIDE OWNER COPY OF INFORMATION AND \$.50 NOTARY FEE	-100.00%
470	POLICE	LIQUOR - SPECIAL LICENSE - NEW EVENT (45 DAYS PRIOR TO EVENT)	EACH	150.00			-100.00%
471	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, OUTSIDE CITY RATE (45 DAYS PRIOR TO EVENT)	EACH	125.00			-100.00%

472	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, IN CITY RATE (45 DAYS PRIOR TO EVENT)	EACH	75.00			-100.00%
473	POLICE	LIQUOR - SPECIAL LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	250.00			-100.00%
474	POLICE	LIQUOR - SPECIAL LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED			#VALUE!
475	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (45 DAYS PRIOR TO EVENT)	EACH	40.00			-100.00%
476	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	60.00			-100.00%
477	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED			#VALUE!
478	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (45 DAYS PRIOR TO EVENT)	EACH	40.00			-100.00%
479	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	60.00			-100.00%
480	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED			#VALUE!
481	POLICE	OUIL COST RECOVERY FEE	EACH	ACTUAL COSTS			#VALUE!
482	POLICE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00			-100.00%
483	POLICE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00			-100.00%
484	POLICE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00			-100.00%
485	POLICE	PRELIMINARY BREATH TEST	EACH	5.00		FOR COURT/PROBATION ORDERED TEST	-100.00%
486	POLICE	VIN INSPECTION	EACH	30.00			-100.00%
487	POLICE	VEHICLE IMPOUND FEE	EACH	55.00			-100.00%
488	POLICE	VEHICLE IMPOUND FEE (COURT-ORDERED)	EVERY 30 DAYS	55.00			-100.00%
489	POLICE	BILL OF SALE PAPERWORK FROM AUCTION REDO	EACH	50.00			-100.00%
490	POLICE	PAPER DRIVERS LICENSE FOR OUIL ARREST	EACH	10.00			-100.00%
491	POLICE	TEMPORARY LICENSE PAPER PLATE	EACH	10.00			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
492	SPECIAL EVENTS	PARKS (WOOD SNOW FENCE RENTAL)	EACH	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	-100.00%
493	SPECIAL EVENTS	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	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	-100.00%
494	SPECIAL EVENTS	CITY SERVICES RENTAL OF POSTS	EACH POST	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	-100.00%
495	SPECIAL EVENTS	CITY SERVICES (PICNIC TABLES)	EACH	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	-100.00%
496	SPECIAL EVENTS	FILM & MUSIC EVENTS ADMINISTRATION FEE	EACH	50.00			-100.00%
497	SPECIAL EVENTS	SPEICAL EVENTS HYDRANT USAGE	PER HYDRANT	100.00		THIS RATE INCLUDES INSTALLATION/REMOVAL AND TESTING	-100.00%
498	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		APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	-100.00%
499	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		APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	-100.00%
500	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		APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	-100.00%
501	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	50.00			-100.00%
502	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			-100.00%
503	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			-100.00%
504	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED LESS THAN 30 DAYS PRIOR TO DATE OF EVENT	EACH	500.00			-100.00%
505	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - STRAIGHT TIME)	PER HOUR	40.00			-100.00%
506	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - 1.5 OVERTIME)	PER HOUR	60.00			-100.00%
507	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - TRIPLE OVERTIME)	PER HOUR	120.00			-100.00%
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
508	TREASURER	DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT)	EACH	3.00	2.00		-33.33%
509	TREASURER	PROPERTY TAX PROJECTION/ESTIMATE LETTER	EACH	20.00			-100.00%
510	TREASURER	NSF CHECK/NSF ACH HANDLING CHARGE	EACH	30.00	35.00		16.67%
511	TREASURER	TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD)	EACH	5.00	3.00		-40.00%
512	TREASURER	TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD)	EACH	12.00	3.00		-75.00%
513	TREASURER	TRANSACTION SERVICE FEE (PAYMENTS MADE AT WINDOW/W/O BILL)	EACH	2.00			-100.00%

514	TREASURER	TRANSACTION ADMINISTRATIVE FEE (CREDIT CARD PAYMENTS BY PHONE)	EACH	5.00			-100.00%
515	TREASURER	PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION)	EACH	5.00			-100.00%
516	TREASURER	PROPERTY TAX ROLL ON CD-ROM OR ELECTRONIC FILE	EACH	125.00			-100.00%
517	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (PERFORMED BY CITY STAFF)	EACH	35.00		PAYMENT IN ADVANCE W/CREDIT CARD REQUIRED	-100.00%
518	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (SELF-HELP INTERNET LOOKUP)	EACH	20.00			-100.00%
519	TREASURER	PENALTY ASSESSMENT ON DELINQUENT TAXES	EACH	3.0%			-100.00%
520	TREASURER	PROPERTY TAX ADMINISTRATION FEE (PTAF)	EACH	1.0%			-100.00%
521	TREASURER	LANDLORD'S AFFIDAVIT FILING	EACH	300.00	500.00		66.67%
522	TREASURER	CREDIT CARD CONVENIENCE FEE	EACH	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	#VALUE!
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
523	WATER FILTRATION	WATER TEST SAMPLE	PER SAMPLE	80.00		COVERS STAFF TIME AND LAB WORK	-100.00%
524	WATER-SEWER	DELINQUENT PAYMENT PENALTY	PAST DUE BALANCE	10.00%			-100.00%
525	WATER-SEWER	DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)	PAST DUE BALANCE	GREATER OF 20% OR \$25.00			#VALUE!
526	WATER-SEWER	HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE	EACH	50.00		\$400.00 REFUNDABLE DEPOSIT ALSO REQUIRED	-100.00%
527	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER PERMIT)	EACH	1,200.00		INCLUDES REPAIR AND POSSIBLE REPLACEMENT OF SERVICE	-100.00%
528	WATER-SEWER	METER REPLACEMENT AT OWNER'S REQUEST	EACH	ACTUAL COSTS			#VALUE!
529	WATER-SEWER	METER RESET AT OWNER'S REQUEST	EACH	35.00			-100.00%
530	WATER-SEWER	METER TEST	EACH	35.00			-100.00%
531	WATER-SEWER	MISSSED METER APPOINTMENT	EACH	25.00			-100.00%
532	WATER-SEWER	TEMPORARY (MINIMUM 30 DAY) SERVICE	EACH	25.00			-100.00%
533	WATER-SEWER	THAWING WATER/SEWER LINE	EACH	200.00		FIRST VISIT IS FREE - FEE CHARGED PER VISIT AFTER FIRST ONE EACH SEASON	-100.00%
534	WATER-SEWER	TURN ON CHARGE (AFTER HOURS)	EACH	100.00		CALL IN MINIMUM 3 HOURS	-100.00%
535	WATER-SEWER	TURN ON CHARGE (REGULAR HOURS)	EACH	40.00			-100.00%
536	WATER-SEWER	TURN ON CHARGE (SEASONAL USE)	EACH	12.50			-100.00%
537	WATER-SEWER	TURN ON CHARGE (MISSSED APPOINTMENT - SAME DAY TURN ON)	EACH	40.00			-100.00%
538	WATER-SEWER	TV SEWER LATERAL	EACH	100.00		FEE APPLIED TO SEWER PERMIT IF PROBLEM IS IN THE CITY'S PORTION OF SYSTEM	-100.00%
539	WATER-SEWER	UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)	EACH	200.00			-100.00%
540	WATER-SEWER	UNAUTHORIZED WATER USE (ADDITIONAL CHARGE FOR CONT'D USE)	PER DAY	20.00			-100.00%
541	WATER-SEWER	BACKFLOW PREVENTER DEVICE REGISTRATION/AUDIT FEE	ANNUAL FEE-EACH DEVICE	10.00			-100.00%
542	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,500.00			-100.00%
543	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1"	EACH	2,500.00			-100.00%
544	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,500.00			-100.00%
545	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 2"	EACH	7,300.00			-100.00%
546	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00			-100.00%
547	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00			-100.00%
548	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00			-100.00%
549	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	VARIABLE		BASED ON CALCULATED CAPACITY	VARIABLE
550	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 2"	EACH	0.00		TIME & MATERIALS BASIS	
551	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 4"	EACH	7,300.00		TIME & MATERIALS BASIS	-100.00%
552	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 6"	EACH	12,800.00		TIME & MATERIALS BASIS	-100.00%
553	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 8"	EACH	20,000.00		TIME & MATERIALS BASIS	-100.00%
554	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 12"	EACH	40,000.00		TIME & MATERIALS BASIS	-100.00%
555	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,500.00			-100.00%
556	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1"	EACH	2,500.00			-100.00%
557	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,500.00			-100.00%
558	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 2"	EACH	7,300.00			-100.00%
559	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00			-100.00%
560	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00			-100.00%
561	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00			-100.00%
562	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	VARIABLE		BASED ON CALCULATED CAPACITY	VARIABLE
563	WATER-SEWER	STORM WATER CROSS CONNECTION SEWER TREATMENT CHARGE	PER DAY	0.00			
564	WATER-SEWER	LARGE WATERMAIN TAPS	EACH	300.00		PLUS TIME & MATERIALS	-100.00%
565	WATER-SEWER	SMALL WATER TAPS	EACH	100.00		SMALL TAP FEE UP TO AND INCLUDING 2" WATER SERVICE	-100.00%
566	WATER-SEWER	RESIDENTIAL FLAT RATE SEWER CHARGE	MONTH	39.64	Variable	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER	BASED ON SEWAGE RATE
567	WATER-SEWER	COMMERCIAL FLAT RATE SEWER CHARGE	MONTH	49.55	Variable	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER	BASED ON SEWAGE RATE
	DEPARTMENT	DESCRIPTION	UNIT	2019 FEES	2020 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
568	ZONING	SPECIAL MEETING FEE (PLANNING, ZBA)	PER REQUEST	500.00			-100.00%
569	ZONING	FENCE PERMIT FEE	EACH	30.00			-100.00%
570	ZONING	LOT SPLIT REVIEW	EACH	30.00			-100.00%
571	ZONING	ZONING, GIS MAPS (UP TO 17" x 24")	EACH	15.00			-100.00%
572	ZONING	ZONING, GIS MAPS (17" x 24" TO 34" x 44")	EACH	25.00			-100.00%
573	ZONING	PLANNED UNIT DEVELOPMENT (PUD)	EACH	0.00			
574	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - PRELIMINARY	EACH	500.00			-100.00%
575	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - FINAL	EACH	500.00			-100.00%
576	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - AMENDMENT	EACH	500.00			-100.00%
577	ZONING	SIDEWALK BENCH ENCRoACHMENT	PER BENCH PER MONTH	5.00			-100.00%
578	ZONING	SITE PLAN REVIEW FEE - MINOR	EACH	200.00			-100.00%
579	ZONING	SITE PLAN REVIEW FEE - MAJOR	EACH	400.00			-100.00%
580	ZONING	PLANNING COMMISSION REVIEW	EACH	500.00			-100.00%
581	ZONING	SPECIAL USE PERMIT	EACH	500.00			-100.00%
582	ZONING	ALLEY OR STREET VACATION	EACH	500.00			-100.00%
583	ZONING	ZONING COMPLIANCE LETTER	EACH	30.00			-100.00%

584	ZONING	ZONE CHANGE	EACH	500.00			-100.00%
585	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - COMMERCIAL	EACH	400.00		COMMERCIAL/INDUSTRIAL ONLY	-100.00%
586	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - RESIDENTIAL	EACH	200.00		RESIDENTIAL ONLY	-100.00%
587	ZONING	ZONING - AMENDMENT TO THE ORDINANCE	EACH	500.00			-100.00%
588	ZONING	ZONING ORDINANCE COPY	EACH	25.00			-100.00%
589	ZONING	ZONING ORDINANCE COPY W/ MAP	EACH	45.00			-100.00%

NR * = FEES APPLICABLE TO NON-RESIDENTS
OF THE CITY

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 28, 2020	Title: Amendment to Wireless Communication Support Facilities ordinance
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to amend Section 2321 of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace St.	
Detailed Summary: The current ordinance only allows for these types of facilities in six locations around the City. The Commission recently amended the ordinance last year to allow for them at Marsh Field and the Filtration Plant. This new location would be behind the Central Fire Station and would only include a monopole for emergency communications. The Planning Commission unanimously recommended approval at their January 16 meeting. They also voted in favor of the special use permit for the monopole, contingent upon approval of this amendment by the City Commission.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to amend Section 2321 of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace St.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Section 2321 of the Zoning Ordinance to the Form Based Code Section of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace St

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE (additions in bold)

Overlay District Established for Wireless Communication Support Facilities [amended 6/06]

Intent: An overly zone is hereby created for the siting of wireless communication facilities (WCF) and wireless communication antenna (WCA). The zone is identified as:

1. The Pulaski Lodge, 871 Pulaski Avenue described as:
W 589 ft of E 757 ft of N 10 acres of SE ¼ of SE ¼ exc N 25 ft thereof Sec 37 T10N R17W.
2. City of Muskegon That Part of NE 1/4 of SE 1/4 Sec 33 T10N R16W Lying S of Consumers Power Co 100 Ft R/W W Of US 31 State Hwy E Of Relocated C & O R R R/W & N Of Little Black Creek
3. City property near the terminus of Yuba Street, described as:
Lot 1 Blk 1 & that part of Lot 3 Blk 1 & N ½ of SE ½ Sec 17 T10N R16W lying Sly & Ely of Muskegon River & Nly of US 31 business rte and Lots 1, 2 & 3 Blk 121.
4. A portion of the Muskegon Community College campus, 221 S. Quarterline Road, described as:
Commencing at the S ¼ corner of Section 15, T10N, R16W, City of Muskegon, Muskegon County, Michigan, thence N 01°04'25" E 815.71 feet along the N-S ¼ line of said Section 15 and the centerline of Quarterline Road (66 feet wide); thence N 88°56'41" W 1035.89 feet to the Point of Beginning; thence continuing N 88°56'41" W 60.00 feet; thence N 01°03'19" E 60.00 feet; thence S 88°56'41" E 60.00 feet; thence S 01°03'19" W 60.00 feet along the West face of an existing building to the point of beginning being a part of the SW ¼ of Section 15, T10N, R16W, City of Muskegon, Muskegon County, Michigan, and containing 0.083 acres or 3600 sq. ft. of land, more or less, subject to easements and restrictions of record, if any. [amended 11/00]
5. Marsh Field
6. Water Filtration Plant
7. **Muskegon Central Fire Station**

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 28th day of January 2020, 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: _____, 2020.

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 January 28, 2020, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2321 of the Zoning Ordinance to the Form Based Code Section of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace St.

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 _____, 2020.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



941 Dillon Way
Suite B
Lebanon, OH 45036
Office: 513-228-2992
Mobile 513-886-8858
Fax 513-228-1596

December 17, 2019

kglardon@pyramidnetworkservices.com

City of Muskegon
Planning and Zoning
933 Terrace St
Muskegon, MI 49440

Re: Zoning Request – Muskegon County Emergency Communications Upgrade
Muskegon Central Dispatch
770 Terrace Ave Parcel ID 51-24-205-355-0009-00

Director of Planning and Development

Pyramid Network Services in conjunction with Motorola Solutions has been tasked by Muskegon County Emergency Services to enhance the existing First Responders RF Communications System. This involves several project sites in and around Muskegon County installing new communication towers to all for greater RF penetration.

A project site in Muskegon has been vetted as an excellent location to install a 195' Monopole. The parcel is identified as the Muskegon Fire Station.

Project Scope

Approval of the proposed site will allow enhanced penetration of RF signal in the central portion of Muskegon County. This will enable First Responders to have clear communication inside buildings made of dense construction materials. This proposed project location will interact with 3 additional new communication sites throughout the county of Muskegon providing county wide communication.

When all sites are operable and optimized they will be included in the Michigan Public Safety Communication System (MPSCS). As a part of the MPSCS network, the county of Muskegon will be connected to the state communication system allowing statewide communication from First Responders.

The location of this specific tower was determined based on an RF propagation map showing the weaker locations for RF penetration within the western section of the county. Based on the data a general location for a tower and the height requirement is established. The best location is then vetted. In the instance where the county or other public interest is the owner, efforts are made to determine if any existing property currently owned is available for construction of a communications tower. While every attempt is made to look at collocation on existing towers, generally the cost of the lease and the absence of security on the tower drive the owner into construction of a new tower. In this instance there were no other towers within the required search ring that provided any collocation capabilities.

Post construction, the tower will become a part of the state wide MPSCS system. The MPSCS will be responsible for care and maintenance.



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December 17, 2019
Muskegon County Emergency Communications Upgrade
Muskegon Central Dispatch
770 Terrace Ave Parcel ID 51-24-205-355-0009-00

kglardon@pyramidnetworkservices.com

Parcel Scope

The proposed parcel is owned by the City of Muskegon Central Dispatch. The site is an active EMS Dispatch Facility. The parcel is zoned is R1 Single Family.

The parcel is ~405' wide by ~226' deep. The tower would be constructed ~56' from the North Boundary, ~75' from the West Boundary, ~175' from the South Boundary and ~156' from the East Boundary.

To the West Boundary there are commercial residential structures at ~222'.

To the South Boundary there is 1 residential structure at ~52'.

To the North Boundary the Fire Station has no structures within 500'

To the East Boundary the Fire Station has no structures within 500'

The proposed tower is a 195' Monopole. The tower will not be lighted as per FAA Guidelines. A 10' x 10' fence will be installed around the Monopole for security.

The County of Muskegon is eager to get this project underway with ground disturbance beginning in early spring. This will allow for all project sites to be completed in time for testing in the fall prior to the trees de-leafing.

Costs

The cost of the tower, shelter and labor to install is projected to be around \$145,104.31

Fees

Based on the web site fee schedule, a check for \$500.00 will be forward under separate cover for Site Plan Review. Please advise if additional funds are required.

We would like to be included on your earliest Planning Schedule if possible. If you have any questions regarding the application or the project please contact me at 513-228-2992.

Thank you in advance for your cooperation.

Sincerely

Kevin Glardon PMP-MPM
Senior Project Manager-A&E
Central Region
941 Dillon Way, Suite B Lebanon, OH 45036
(O) 513-228-2992
(F) 513-228-1596
(M) 513-886-8858

Corporate Office
6615 Towpath Rd, E Syracuse, NY 13057



941 Dillon Way
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December 17, 2019
Muskegon County Emergency Communications Upgrade
Muskegon Central Dispatch
770 Terrace Ave Parcel ID 51-24-205-355-0009-00

kglardon@pyramidnetworkservices.com

Enc: Site Plan Review Application
Special Use Application
Stamped/Sealed Drawings to scale
Tower Drawing
Site Overview Aerial

CC: Ron Mirka – Motorola Solutions
Rod Prodonovich – Director- Pyramid Network Services
Don Cottrell- Project Manager Sr., Civil - Pyramid Network Services
Everett Ozbat – Project Manager -- Pyramid Network Services

File: Michigan/Muskegon/Central Dispatch/A&E/Zoning

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

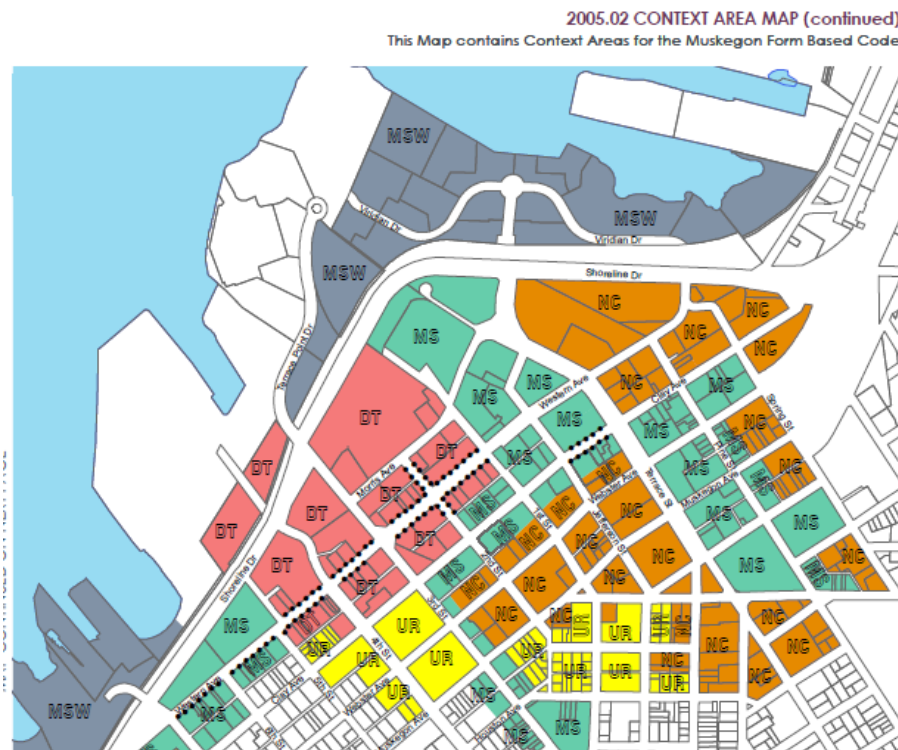
Commission Meeting Date: January 28, 2020	Title: Rezoning of 372 Morris Ave
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff initiated request to rezone the property at 372 Morris Ave from Form Based Code, Downtown to Form Based Code, Mainstreet.	
Detailed Summary: The Planning Commission unanimously recommended approval at their January 16 meeting.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to rezone the property at 372 Morris Ave from Form Based Code, Downtown to Form Based Code, Mainstreet.	
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

SUMMARY

1. The property measures nearly eight acres and is zoned Form Based Code, Downtown. This zoning designation only allows for mixed-use buildings.
2. The property owner has plans to develop this lot, but they would like to offer a different variety of buildings within the development. Preliminary plans include a hotel, parking garage with retail frontage, entertainment center, dining, event space and townhomes. The mainstreet context area would allow for all of these building types.
3. Please see the enclosed preliminary site plan.
4. Please see the enclosed zoning ordinance excerpt on Mainstreet Context Areas.
5. After the successful rezoning, the applicant plans to apply to the Planning Commission for a “Specific Development Plan” as allowed in Section 2002.01D of the Form Based Code.

Zoning Map



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 372 Morris Ave from Form Based Code, Downtown to Form Based Code, Mainstreet

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 372 Morris Ave from Form Based Code, Downtown to Form Based Code, Mainstreet.

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLK 563 AS RECORDED IN LIBER 3 OF PLATS P 71 DESC AS FOL COM AT S MOST COR OF SAID BLK BEING NELY COR OF MORRIS AVE AND 3RD ST TH N 50D 52M 38S E ALG SELY LN SD BLK 563 ALSO BEING NWLY LN OF MORRIS AVE A DISTANCE OF 150 FT FOR POB TH N 39D 07M 22S W 219.50 FT TH S 50D 52M 38S W 39.70 FT TO SELY LN LOT 8 BLK 563 TH S 32D 41M 25S W ALG SD SELY LN 123.84 FT TO NELY LN 3RD ST SD POINT BEING N 41D 27M 00S W 181.00 FT FROM S MOST COR SD BLK TH N 41D 27M 00S W ALG SD NELY LN 202.70 FT TO SELY LN SHORELINE DR (FORMERLY TERRACE ST EXTENSION) TH N 27D 38M 19S E ALG SD SELY LN 758.92 FT TO A POINT WHICH IS 36 FT MEASURED AT RT ANG SWLY OF SWLY LN BLK 562 OF SD REV PLAT (EXTENDED) ALSO BEING SWLY LN FIRST ST TH S 61D 44M 00S E PAR TO SD SWLY LN OF SD BLK 562 (SD LN ALSO BEING 66 FT SWLY MEASURED AT RT ANG TO S MOST LN TERRACE PLAZA CONDO AS RECORDED IN L 1124 P 179 TO 222 INCL MUSKEGON COUNTY RECORDS WITH A RECORDED BEARING OF N 62D 30M W) A DISTANCE OF 474.43 FT TO A POINT ON NELY LN LOT 1 SD BLK 563 TH S 39D 01M 00S E ALG SD NELY LN 18.26 FT TO A POINT WHICH IS 70 FT NWLY OF SE COR SD LOT 1 TH S 50D 52M 38S

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE (Rezoning 372 Morris Ave from FBC, Downtown to FBC, Mainstreet)

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 28th day of January 2020, 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: _____, 2020

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 January 28, 2020, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 372 Morris Ave from FBC, Downtown to FBC, Mainstreet:

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLK 563 AS RECORDED IN LIBER 3 OF PLATS P 71 DESC AS FOL COM AT S MOST COR OF SAID BLK BEING NELY COR OF MORRIS AVE AND 3RD ST TH N 50D 52M 38S E ALG SELY LN SD BLK 563 ALSO BEING NWLY LN OF MORRIS AVE A DISTANCE OF 150 FT FOR POB TH N 39D 07M 22S W 219.50 FT TH S 50D 52M 38S W 39.70 FT TO SELY LN LOT 8 BLK 563 TH S 32D 41M 25S W ALG SD SELY LN 123.84 FT TO NELY LN 3RD ST SD POINT BEING N 41D 27M 00S W 181.00 FT FROM S MOST COR SD BLK TH N 41D 27M 00S W ALG SD NELY LN 202.70 FT TO SELY LN SHORELINE DR (FORMERLY TERRACE ST EXTENSION) TH N 27D 38M 19S E ALG SD SELY LN 758.92 FT TO A POINT WHICH IS 36 FT MEASURED AT RT ANG SWLY OF SWLY LN BLK 562 OF SD REV PLAT (EXTENDED) ALSO BEING SWLY LN FIRST ST TH S 61D 44M 00S E PAR TO SD SWLY LN OF SD BLK 562 (SD LN ALSO BEING 66 FT SWLY MEASURED AT RT ANG TO S MOST LN TERRACE PLAZA CONDO AS RECORDED IN L 1124 P 179 TO 222 INCL MUSKEGON COUNTY RECORDS WITH A RECORDED BEARING OF N 62D 30M W) A DISTANCE OF 474.43 FT TO A POINT ON NELY LN LOT 1 SD BLK 563 TH S 39D 01M 00S E ALG SD NELY LN 18.26 FT TO A POINT WHICH IS 70 FT NWLY OF SE COR SD LOT 1 TH S 50D 52M 38S

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 _____, 2020

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 28, 2020	Title: Railroad Crossing Agreement
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Authorize the DPW Director to sign the agreement with CSX for two (2) new water main crossings and abandoning one (1) water main crossing of the railroad easement to provide service for Hartshorn Village.	
Detailed Summary: The water main crossings are required to serve the planned Hartshorn Village development along West Western Avenue. The license fees and installation costs will be paid by the developer. City will retain ownership and future responsibility for the water mains.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Authorize the DPW Director to sign the agreement with CSX for the water main crossings at Hartshorn Village.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of December 2, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF MUSKEGON, a municipal corporation, political subdivision or state agency, under the laws of the State of Michigan, whose mailing address is 1350 East Keating Avenue., Muskegon, Michigan 49443, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Muskegon, Muskegon County, Michigan, Great Lakes Zone Division, Fremont Subdivision, Milepost CGC-56.0, Latitude N43:13:45.00, Longitude W86:16:02.00;
2. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Muskegon, Muskegon County, Michigan, Great Lakes Zone Division, Fremont Subdivision, Milepost CGC-56.0, Latitude N43:13:45.00, Longitude W86:16:02.00;
3. One (1) existing six inch (6") diameter sub-grade pipeline crossing, to be abandoned per Licensor's specifications, located at or near Muskegon, Muskegon County, Michigan, Great Lakes Zone Division, Fremont Subdivision, Milepost CGC-56.0, Latitude N43:13:45.00, Longitude W86:16:02.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licenser.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licenser a one-time nonrefundable Encroachment Fee of FIFTEEN THOUSAND THREE HUNDRED AND 00/100 U.S. DOLLARS (\$15,300.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licenser's current administrative and document preparation fees for the cost incurred by Licenser in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licenser), any additional annual taxes and/or periodic assessments levied against Licenser or Licenser's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licenser shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licenser (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all

claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL

certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The

original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 231-724-6920.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its

option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors' title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors' existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors' title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors' property occupied by the Encroachments, nor shall the exercise of this Agreement for

any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at

eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF MUSKEGON

By: _____

Who, by the execution hereof, affirms that he/she has
the authority to do so and to bind the Licensee to the
terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX898548, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated December 2, 2019, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

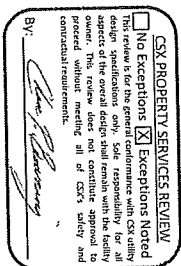
NAME: _____

TITLE: _____

DATE: _____

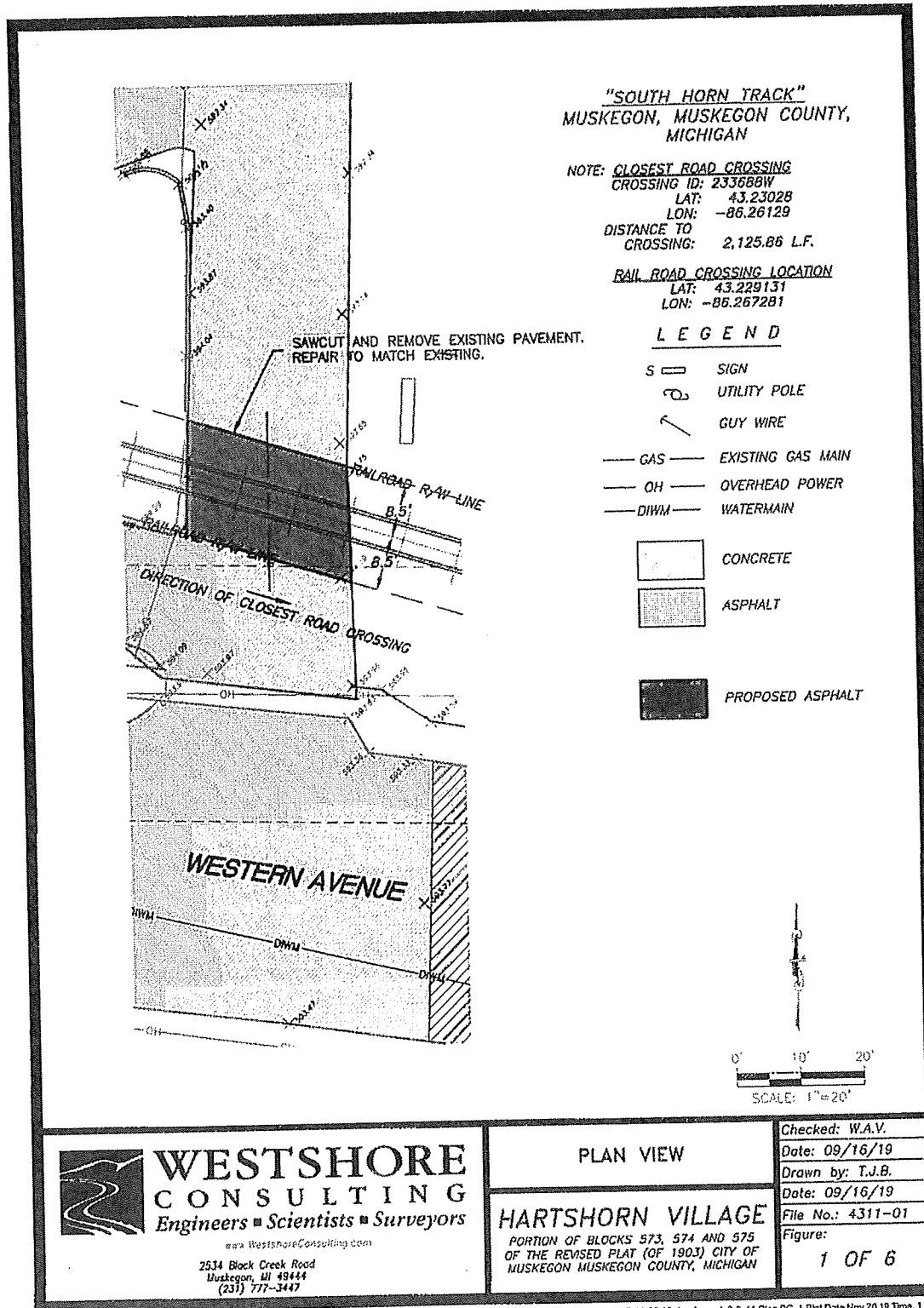
CSX-898548 EXHIBIT A

Muskegon, Muskegon Co., MI
Midwest Region - Great Lakes Zone - Fremont Subdivision
CSXT has Leased the Track and Right-of-Way to Michigan Shore Railroad, Inc.
Mile Post CGC-56.0
N43:13:45.00 / W86:12:02.00



CSX GENERAL NOTES:

1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 2. THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
 3. THE OPERATION SHALL BE PROCEEDED ON A 24-HOUR BASIS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL THE LEADING EDGE OF THE PIPE HAS REACHED THE RECEIVING PIT.
 4. THE AUGER AND CUTTING HEAD ARRANGEMENT SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.
 5. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSX PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSX SPECIFICATIONS.
 6. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL MICHIGAN SHORE ROADMASTER.
 7. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
 8. BLASTING IS NOT PERMITTED UNDER OR ON CSX PROPERTY.
 9. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
 10. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A MICHIGAN SHORE FLAGMAN OR DESIGNATED CSXT REPRESENTATIVE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFINGS MAY BE REQUIRED WHEN CONDITIONS AND/OR WORK SITES ARE CHANGED.
 11. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH MICHIGAN SHORE OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
 12. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE CSXT RIGHT-OF-WAY OUTSIDE THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
 13. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SEWER LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM ABOVEMENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
 14. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
 15. OWNER SHALL REMBURSE MICHIGAN SHORE AND CSXT DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICE SHALL NOT RELIEVE CONTRACTOR FROM LIABILITY FOR ITS WORK.
 16. OWNER OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS ADVANCE NOTICE TO MICHIGAN SHORE AND CSXT REPRESENTATIVE FOR ANTICIPATED NEED FOR FLAGGING AND INSPECTION SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) AND INSPECTOR(S) IS/ARE AT THE JOB SITE. IF IT IS NECESSARY FOR MICHIGAN SHORE TO ADVERTISE A FLAGGING JOB FOR BID, MICHIGAN SHORE SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
 17. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE RESPONDED TO PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSXT REPRESENTATIVE.
 18. JACKING PIT, IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK PIT AS NEEDED FOR DIGGING. ESTABLISH A LAYDOWN AREA ABOVE THE FLOOD ZONE TO PLACE MOTORIZED EQUIPMENT. PLACE SNOW FENCE AROUND PIT 20' BEYOND THE LEADING EDGE OF EXCAVATION. ALL EROSION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED STONE TO BASE OF EXCAVATION TO ESTABLISH PROPER LINE AND GRADE (6" MIN).
 19. EXCAVATION: IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE SLOPED AT 1:5 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED.
 20. PROJECTS THAT GENERATE SOILS FROM CSXT PROPERTY MUST ADHERE TO CSXT'S SOIL MANAGEMENT POLICIES. CSXT REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE REUSED ON CSXT PROPERTY OR PROPERLY DISPOSED IN A CSXT APPROVED DISPOSAL FACILITY. THE MANAGEMENT OF SOILS GENERATED FROM CSXT PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSXT PROPERTY.
 21. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATION(S). CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT PROPERTIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
 22. CONTRACTOR SHALL CONDUCT "PRE-DIG" MEETING PRIOR TO CONSTRUCTION WORK, WITH ALL SUBCONTRACTORS AND WORKERS TO REVIEW THE LOCATION OF ALL UTILITIES AS MARKED OUT. EXCAVATION PROCEDURES, AND TO CONFIRM THE "ONE CALL" REQUEST. ALL EXISTING UTILITIES ARE REQUIRED TO BE POOLED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE PERFORMED IN ACCORDANCE WITH CSX SPECIFICATIONS.
 23. BEFORE EXCAVATING, ALL SIGNAL CABLES AND OTHER UTILITIES MUST BE LOCATED AND MARKED/FLAGGED. CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGES TO MICHIGAN SHORE SIGNAL FACILITIES.
- EXCEPTIONS NOTED:
- 1) DURING CONSTRUCTION, CONTRACTOR SHALL ADHERE TO THE FOLLOWING CSXT DOCUMENTS:
 - A. CONSTRUCTION SUBMISSION CRITERIA SECTION VI, TEMPORARY EXCAVATION AND SHORING
 - B. CONSTRUCTION SUBMISSION CRITERIA SECTION VII, TRACK MONITORING
 - C. SOIL AND WATER MANAGEMENT POLICY
 - 2) TIMBER AND ASPHALT ROAD CROSSING WORK SHALL BE APPROVED BY MICHIGAN SHORE RAILROAD UNDER SEPARATE REVIEW.
- Trading Number: 1033387



Y1-Jobs Combined:04001 - 04500:04301 - 04350:4311-0001:UDWG:SITE PLAN DESIGN:4311-0001 PHASE 1 CSXT CROSSING 11-20-19.dwg Layout: 8.5x11 Plan PG. 1 Plot Date Nov 20 19 Time: 1:26 PM

**"SOUTH HORN TRACK"
MUSKEGON, MUSKEGON COUNTY,
MICHIGAN**

NOTE: CLOSEST ROAD CROSSING
CROSSING ID: 233688W

LAT: 43.23028

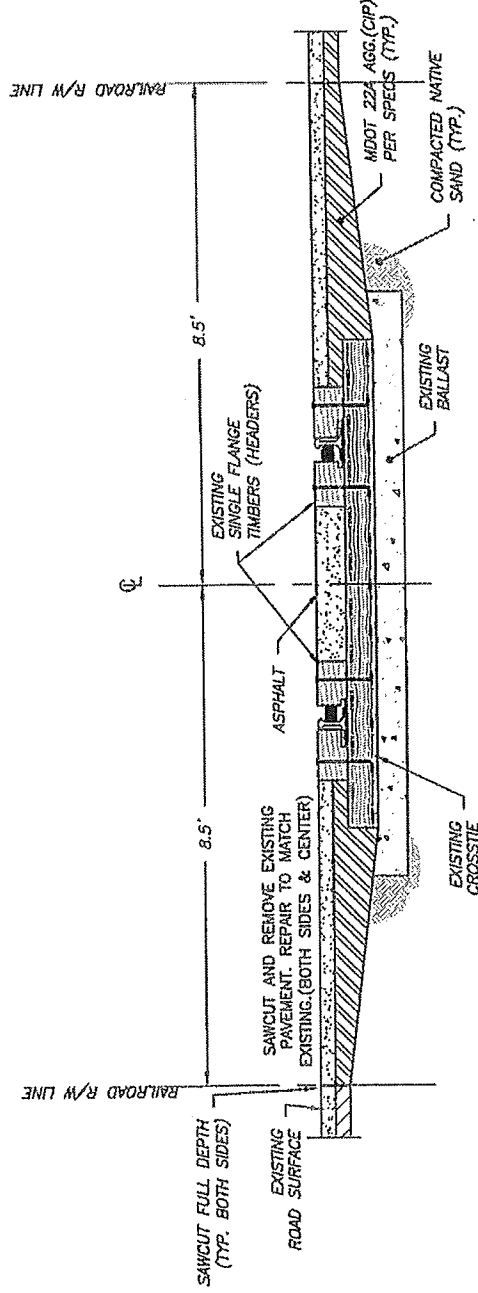
LONG: -86.26129

DISTANCE TO
CROSSING: 2,125.86 L.F.

RAIL ROAD CROSSING LOCATION

LAT: 43.229131

LONG: -86.267281



Checked: W.A.V.
Date: 09/16/19
Drawn by: T.J.B.
Date: 09/16/19
File No.: 4311-01
Figure: 2 OF 6

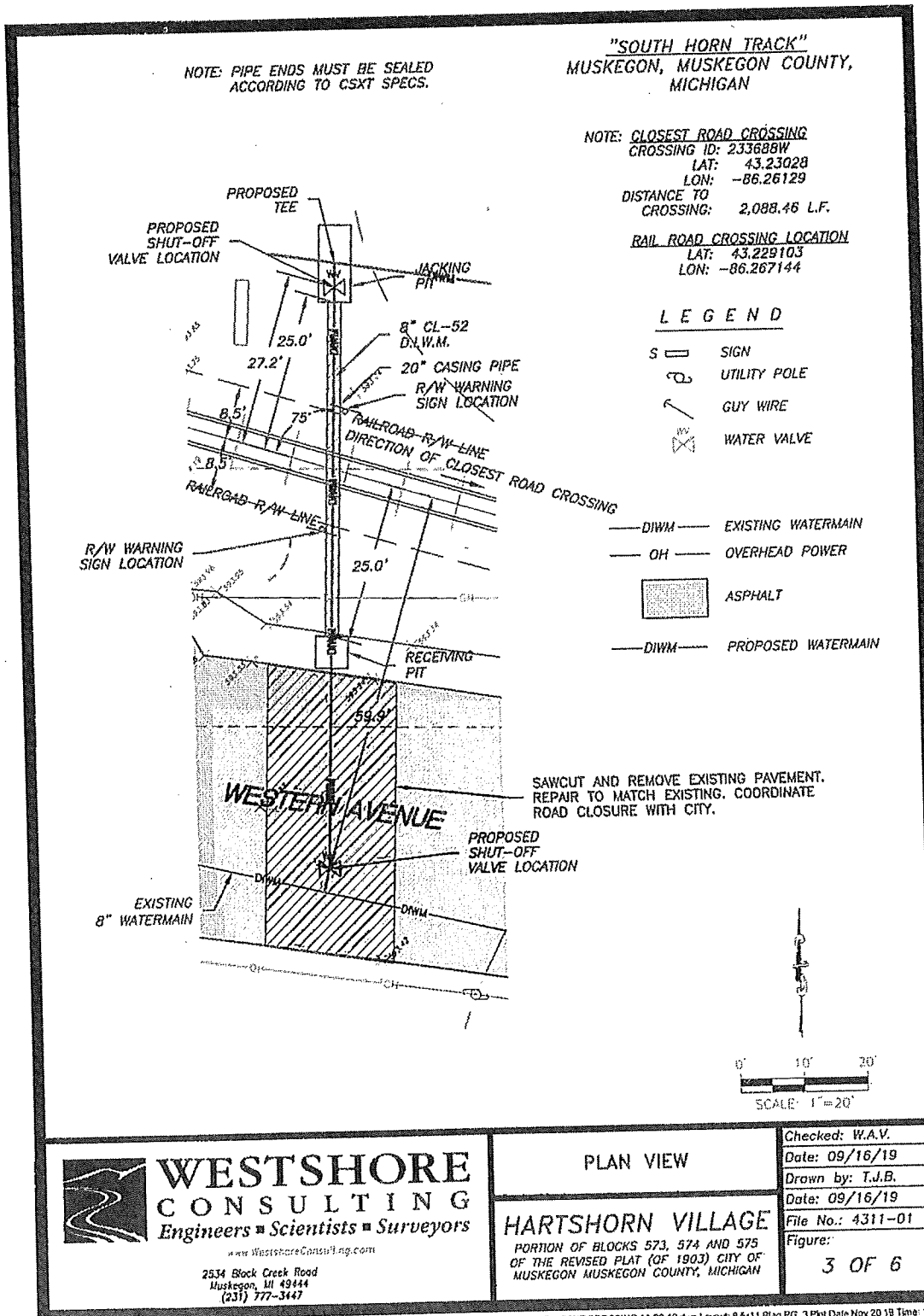
PROFILE VIEW

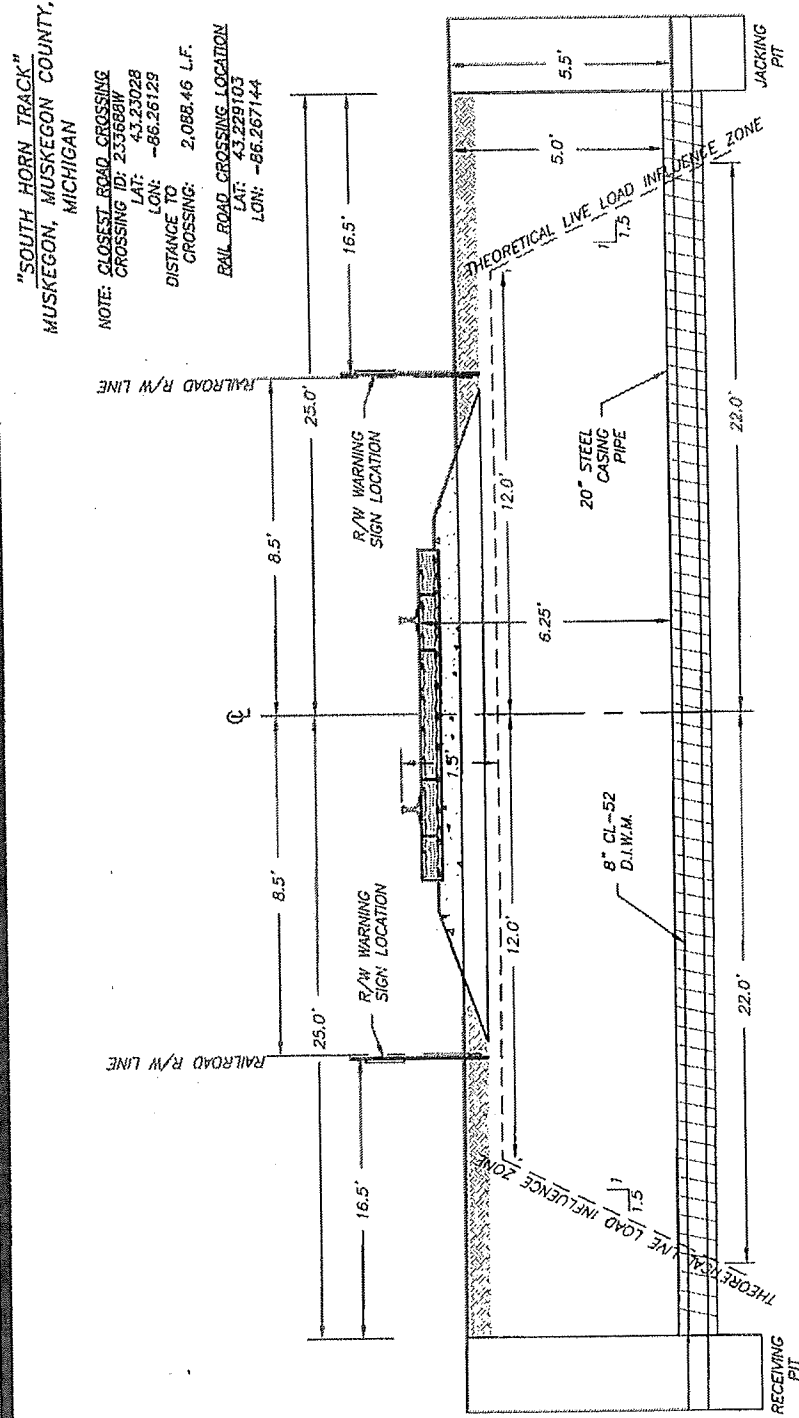
HARTSHORN VILLAGE
PORTION OF BLOCKS 573, 574 AND 575
OF THE REVISED PLAT (OF 1903) CITY OF
MUSKEGON MUSKEGON COUNTY, MICHIGAN

2334 Black Creek Road
Muskegon, MI 49444
(231) 777-3447

WESTSHORE CONSULTING
Engineers • Scientists • Surveyors
www.WestshoreConsulting.com

Y:\Jobs Combined\04001 - 04500\04301 - 0001\001\DWG\SITE PLAN\DESIGN\04311-0001 PHASE 1 CSNT CROSSING 11-20-19.dwg Layout: 8 2411 Profile PG 2 Plot Date Nov 20 10 Time: 1:25 PM





Checked: W.A.V.
Date: 09/16/19
Drawn by: T.J.B.
Date: 09/16/19
File No.: 4311-01
Figure: 4 OF 6

PROFILE VIEW

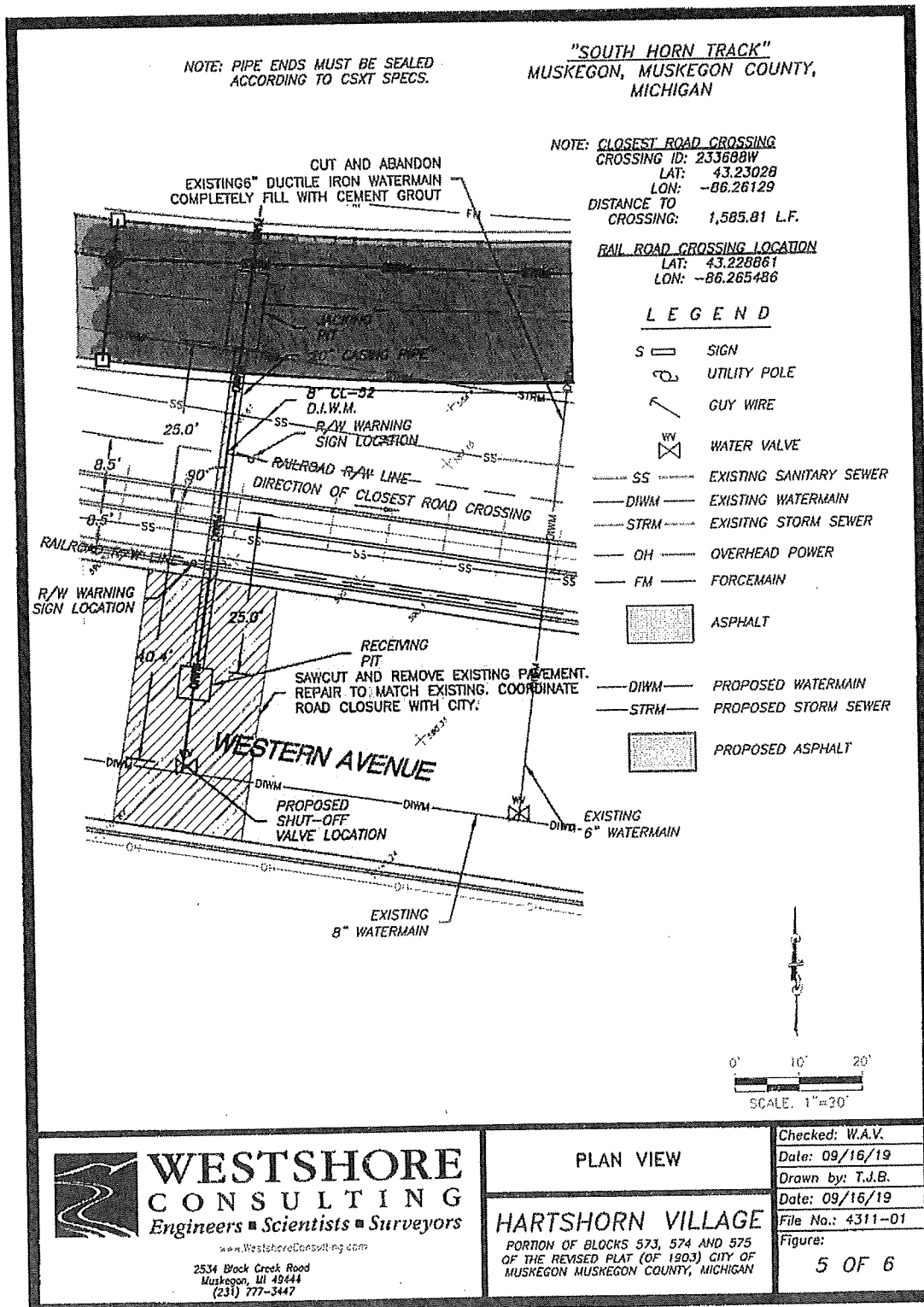
HARTSHORN VILLAGE
PORTION OF BLOCKS 573, 574 AND 575
OF THE REVISED PLAT (OF 1903) CITY OF
MUSKEGON MUSKEGON COUNTY, MICHIGAN

2534 Block Creek Road
Muskegon, MI 49444
(251) 777-3447

**WESTSHORE
CONSULTING**
Engineers ■ Scientists ■ Surveyors

W:_Job\Construction\00000 - RSTN000101 - RSTN000101 PHASE 1 CSXT CROSSING 11-20-19.dwg Layout: 8.5x11 Profile PG. 4 Plot Date Nov 20 19 Time: 1:26 PM

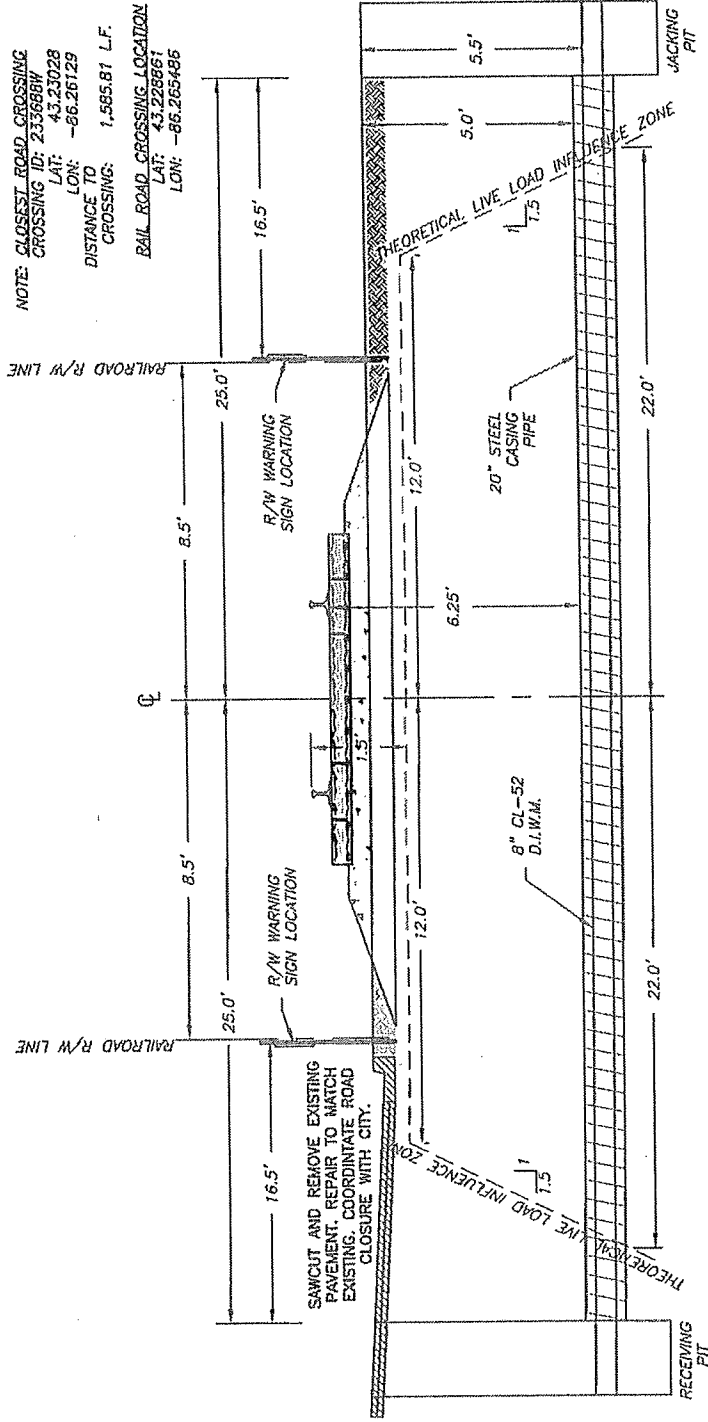
Tracking Number: 1033387



Y:\-Jobs Combined\04001 - 045000\1301 - 04350\4311-0001\DWG\SITE PLAN DESIGN\4311-0001 PHASE 1 CSXT CROSSING 11-20-19.dwg Layout: 8.5x11 Plan PG: 5 Plot Date: Nov 20 19 Time: 1:26 PM

"SOUTH HORN TRACK"
MUSKEGON, MUSKEGON COUNTY,
MICHIGAN

NOTE: CLOSEST ROAD CROSSING
CROSSING ID: 233688W
LAT: 43.23028
LON: -86.26129
DISTANCE TO
CROSSING: 1,585.81 L.F.
RAIL ROAD CROSSING LOCATION
LAT: 43.228867
LON: -86.265486



Checked: W.A.V.	Date: 09/16/19
Drawn by: T.J.B.	Date: 09/16/19
File No.: 4311-01	Figure: 6 OF 6

PROFILE VIEW

HARTSHORN VILLAGE
PORTION OF BLOCKS 573, 574 AND 575
OF THE REVISED PLAT (OF 1903) CITY OF
MUSKEGON MUSKEGON COUNTY, MICHIGAN

2334 Black Creek Road
Muskegon, MI 49444
(231) 777-3447

WESTSHORE
CONSULTING
Engineers ■ Scientists ■ Surveyors
www.WestShoreConsulting.com

Y:\-Jobs Combined\04001 - 040004301 - 040004301-0001\DWG\SITE PLAN DESIGN\04311-0001 PHASE 1 CSXT CROSSING 11-20-19.dwg Layout: 8.5x11 Paper PS: 6 Plot Date Nov 20 19 Time: 2:02 PM

CSX File Number: CSX-898548

PIPE DATA AND SPECIFICATIONS (Use F11 Key to tab from cell to cell)		
Specification	Carrier Pipe	Casing Pipe
(1) Pipe material	Ductile Iron	Steel
(2) Material specifications and grade	CL-52	Schedule 20 Grade B
(3) Specified minimum yield strength	42,000 psi	35,000 psi
(4) Nominal size in inches	8"	20"
(5) Wall thickness in inches	0.33	0.375
(6) Type of seam	Seamless	Seamless
(7) Type of joints	Mechanical/Rubber Gasketed	Welded
Check Yes or No		
(8) Are tunnel liner plates required	Yes No	
(9) Protective coating	Yes No	
(10) Cathodic protection	Yes No	
(11) Cathodic protection type	N/A	
(12) Commodity Description:	Potable Water	
(13) Maximum Operating Pressure:	150 psi	
(14) Is Commodity Flammable:	No	

Notes / Comments:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, H/O, Ext):	FAX (A/C, H/O):
INSURED	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

The Licensee/Lessee/Industry identified in the agreement must be the named insured. CSXT will not accept the contractor's CGL certificate.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REF LTR	TYPE OF INSURANCE	ADDL INSR	THRU WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X		The amount in this "Each Occurrence" box must be at least five million dollars (\$5,000,000); or the amount in the box combined with the "Each Occurrence" coverage of any Excess Liability must be at least five million dollars (\$5,000,000)			EACH OCCURRENCE \$ AGGREGATE \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COVERED AGG \$ COMBINED SINGLE LIMIT (See Excess) \$
	GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRE AUTOS	X		Combined single limit of not less than one million dollars (\$1,000,000.00)			EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB ☐ EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	Standard limits of liability. Must contain a waiver of subrogation in favor of CSXT \$1,000,000.00 per occurrence			WC STATUS: ☒ OTHER: ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach AQORD 101, Additional Remarks Schedule, if more space is required)

This box should contain the following: CSX Transportation, Inc., is included as additional insured. This certificate applies to all contracts/agreements between the named insured and CSXT.

CERTIFICATE HOLDER

CANCELLATION

CSX Transportation, Inc.
500 Water Street, J180
Jacksonville, FL 32202

Per the terms of the agreement this should state:
Should any of the above described policies be modified, cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein.



Page 1 of 1
Account/Contract No. CSX898548
Customer Project No. 04311-0001
Date 12/2/2019

Invoice

Customer

City of Muskegon
1350 East Keating Avenue
Muskegon, MI 49443

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due U.S. Dollars \$ 18500.00

Fees Summary

Application Review Fee	\$	1,950.00
Railroad Protective Liability	\$	1,250.00
License Fee	\$	15,300.00
Sales Tax*		
Money on File		

* Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars \$ 18,500.00

CSX Federal ID No. 54-6000720
CSX Canadian ID No. 105203095 RC 0001
CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:
500 Water Street, J180
Jacksonville, FL 32202

Mailing Address:
500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact:

Anne_Jackson@csx.com
904.279.3953



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 01/28/2020	Title: Water Filtration Plant - PM Agreement
Submitted By: Leo Evans / Sanjeev Mungarwadi	Department: Public Works
Brief Summary: The communication tower is needed to install communications equipment at the Water Filtration Plant. This will improve the existing communications for remote operations via radio, telephone and internet services by having a direct line of sight from the Filtration Plant to the City Hall.	
Detailed Summary: City of Muskegon would like to enter into an agreement with Maralat Communications LLC to retain the project management services to oversee the construction of communications tower. The services include getting all prerequisite work performed that is necessary for obtaining permits, obtaining services to design and build the tower at the Filtration Plant. The contract has been reviewed by legal counsel. There will be additional contracts provided for the construction costs once bids are obtained.	
Amount Requested: \$44,250	Amount Budgeted: \$300,000
Fund(s) or Account(s): 591	Fund(s) or Account(s): 591
Recommended Motion: Authorize staff to sign the agreement with Maralat Communications LLC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

MARALAT

COMMUNICATIONS LLC

Tim Romanowski
Managing Member
734.787.1100

15739 Churchill
Southgate, MI 48195

MARALAT-MUSKEGON PROJECT MANAGEMENT AGREEMENT

This project management agreement is made this ____ day of January 2020 between Maralat Communications, LLC (hereinafter referred to as the PM); with an address of 15739 Churchill, Southgate, Michigan 48195 and the City of Muskegon; Muskegon, Michigan 49441.

The City of Muskegon (the City) hereby agrees to retain the project management services of Maralat Communications, LLC (PM) to oversee the construction of a 300-foot Self-Support Tower to be located at the Muskegon Water Plant. The tower shall be for the purposes of servicing the City communication needs as well as the potential leasing of tower space to future telecommunication tenants.

The Project Management Services provided to the city by Maralat Communications, LLC (PM) shall include the oversight of all due diligence required to enable the tower to be licensed for telecommunication carrier use by the FCC and will also include the oversight of the construction of the tower by an approved vendor. **For purposes of this agreement due diligence shall mean all studies, reports and/or information listed under PROJECT PM SERVICES DESCRIPTION and numbered 1-12.**

The costs for all due diligence studies, reports and/or information as well as materials and labor for the tower construction, compound fencing and gravel at the City's option and any electrical upgrades needed shall be paid by the City. The PM shall review the existing due diligence for the proposed tower site and if applicable to the proposed new tower, use the existing due diligence. All new due diligence required shall be ordered by the PM through his approved vendors after first being approved by the city as to price and timeline. Upon completion of the study the vendor invoice will be delivered along with the completed study to the city for direct payment to the vendor by the City.

Once applicable site due diligence and proposed loading is obtained for tower and foundation design the PM will review that data, the current and/or proposed future equipment loading used by the telecom industry and the intended equipment loading from the City. Upon the final approval from the City, the PM will submit this information to the tower design vendor and request the quote for the engineered foundation, tower and lighting design drawings.

The city is responsible for any cost or approvals for all planning and zoning permits or approvals and any permitting from local, state or federal agencies necessary (if any) for the approval of the tower construction. The City is also responsible for the direct payment to the vendors for due diligence, engineering and construction services, labor and materials for the tower and compound area and the payment for the PM services as per the fee schedule below.

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PROJECT MANAGEMENT FEE SCHEDULE

Project Mgmt. Cost	\$38,750.00	
<i>Payable</i>	\$25,000.00	upon contract execution
	\$13,750.00	upon completion of tower (per notice by tower construction vendor)
Project Document Cost	\$ 5,500.00	upon delivery of a telecom tower lease template (if needed)
<u>Total Fees</u>	<u>\$44,250.00</u>	

PROJECT PM SERVICES DESCRIPTION AND ESTIMATED TIMELINES

Note: The project services timeline is based on industry standard due diligence timelines. The PM does not warrant or guarantee timeline accuracy but will work with all vendors with expediency and as if "time were of the essence."

1. Contract execution / payment of initial \$25,000.00 to PM. Contemporaneously the PM will order the following due diligence studies:
 - a. Survey work to produce a 1A letter (estimated cost \$450.00). Work to define the compound area, ingress and egress path and any applicable easements will be performed at the sole option of the City.
Proposed Time: 4 Weeks
Estimated Cost: \$2,500.00
 - b. Phase I Study.
Proposed Time: 4 Weeks
Estimated Cost: \$3,500.00
 - c. Current and future loading criteria will be requested from major carriers.
Proposed Time: 2 Weeks
 - d. Proposed loading from the City of Muskegon will be requested.
Proposed Time: 2 Weeks
2. Upon receipt of the quotes for the above due diligence, quotes will be reviewed by the PM and presented to the City for recommendations of approval. Upon City approval of the quotes the vendors will be notified by the PM that they are approved to proceed. Once the due diligence studies are received, the PM will review and present to the city with a recommendation of payment.
3. Upon receipt of proposed loading from the City and Telecom Carriers the PM will submit this data to Valmont to request a quote for the tower, foundation and lighting design.
Proposed Time: 1 Week
Estimated Cost: \$2,500.00
4. Upon receipt of the quote for the tower, foundation and lighting design, the quote will be reviewed and presented to the City for recommendations of approval. Upon City approval of the Valmont quote the vendor will be notified that they are approved to proceed. Once the quote is received for the tower,

Tim Romanowski
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foundation and lighting engineered drawings the PM will review and present to the city with a recommendation of payment.

5. Upon receipt of the 1A letter from the Surveyor the PM will order the following due diligence:
 - a. FAA Determination Letter of no hazard.
Proposed Time: 2 to 4 Weeks
Estimated Cost: \$350.00
 - b. NEPA/SHPO Study (National Environmental Protection Act and State Historic Preservation Organization)
Proposed Time: 120 to 150 Days (If an environmental assessment component is required, an additional 45 days should be added).
Estimated Cost: \$7,500.00
 - c. Initial FCC registration application will be started and updated throughout the completion of the NEPA/SHPO studies.
Proposed Time: 120 to 150 Days
Estimated Cost: \$750.00
 - d. State of Michigan Tall Structure Permit.
Proposed Time: 4 to 6 Weeks
Estimated Cost: \$3,500.00
6. Upon receipt of the quotes for the above due diligence, quotes will be reviewed and presented to the City for recommendations of approval. Upon City approval of the quotes the vendors will be notified by the PM that they are approved to proceed. Once the due diligence studies are received the PM will review and present to the city with a recommendation of payment.
7. Upon completion of the survey work and 1A letter the PM will request a quote for the following items:
 - a. Compound fencing (Upon sole option of The City).
 - b. Compound Gravel (Upon sole option of The City). Once quotes are received the PM will present these to the City for recommendations.
8. Upon receipt of the tower, foundation and lighting engineered drawings the PM will prepare and send an RFP to the tower construction vendor. Upon receipt of the quotes for the tower and foundation construction, quotes will be reviewed and presented to the City for recommendations of approval.
9. Upon City approval of a tower construction vendor the PM will coordinate the ordering of the steel and applicable tower components with Valmont along with requesting a proposed construction schedule with the approved tower construction vendor for the tower and foundation. PM will also coordinate and request scheduling from the contractors for compound fencing and gravel if the City decides to enclose the compound.

10. Prior to any vendor starting any work the PM will request and submit any required insurance information requested by the City from each vendor, with any applicable Loss Payee information added.
11. The PM will review and coordinate with City and their retained electrical contractors any upgraded power needs at the proposed new tower location and will oversee and coordinate such upgrades as are required.
12. The PM will report directly on all project issues to the City Water Plant Superintendent, Sanjeev Mungarwadi, PE. Requests for approvals on due diligence pricing and any other project issues shall be forwarded to Mr. Mungarwadi via email. An email response from Mr. Mungarwadi conveying approval on any project issues shall be deemed by the PM to be "City Approved."
13. There is a purposeful overage in the estimation of the due diligence cost as requirements for certain permits through FAA, FCC and the State of Michigan may have changed.

TOWER, FOUNDATION AND LIGHTING COSTS / COMPOUND COSTS

Based upon prior knowledge and representations made by vendors consulted by the PM, the estimated cost of constructing a 300-foot self-support tower with required lighting together with required meter bank inclusive of labor and materials is:

\$265,000.00

Project Management Fees (fixed) for the tower construction project are:

\$ 38,750.00

Due Diligence required for FCC license (estimated):

\$ 30,000.00

Total Estimated Project Cost

\$333,750.00

Optional Document Charge for telecom tower lease template based upon the sole discretion of the City:

\$ 5,500.00

Maralat Communications, LLC does not guarantee the costs of due diligence studies, the estimated cost of the tower, foundation, lighting or any labor or materials associated with the tower installation project. The estimates are based on the PM's practical experience and on information supplied by outside vendors. Final costs will be determined by the exact loading for the tower and any upgrades in steel and/or ancillary components to enable both the tower and tower foundation to structurally accommodate the communication needs of both the City of Muskegon and/or future telecommunication carrier tower tenants.

MARALAT

COMMUNICATIONS LLC

Tim Romanowski
Managing Member
734.787.1100

15739 Churchill
Southgate, MI 48195

Timothy K. Romanowski
Maralat Communications, LLC | Managing Member
Project Manager
Dated:

Sanjeev Mungarwadi, PE
City of Muskegon | Water Plant Superintendent
Dated:

PROFILE

Senior real estate manager with attorney-level understanding of transactional real estate law and 25 years of expertise in real estate development, land assembly, site selection, and telecommunications site development. Offer in-depth understanding of acquisition, negotiation, planning or zoning hearing representation and approvals, design, construction, and budget management.

Results-focused leader with proven success managing people and projects by taking advantage of process improvement opportunities and creating, evaluating, or refining strategies/systems based on market factors, trend analysis, available resources, organizational capacity, and corporate goals. Track record of improving deal structures, curing adversarial negotiations, improving processes or workflows, and completing projects within time and budget guidelines.

Licensed real estate broker and residential builder with deep experience in site development, land assembly, and acquisitions with complex real estate and regulatory requirements - navigated 800+ projects through development lifecycle including purchase and redevelopment of more than 30 commercial and residential properties.

Full scope of expertise and areas of focus include:

Executive Leadership	Ground Leasing	Construction Coordination
Real Estate Management	New Site Development	12 years Siterra Experience
Market Analysis & Reporting	Full Site Entitlement	Contract & Lease Negotiations
New Market Development	Asset Management	Adversarial Negotiation Strategy
Site Selection & Due Diligence	Project & Program Management	Vendor & Customer Relations

PROFESSIONAL EXPERIENCE**T-Mobile – Connecticut****Real Estate Manager****April 2019 to September 2019**

Managed more than 700 site projects by directing and prioritizing site acquisition activities/vendors as well as project timelines including critical dates that impact development cycle. Develop business cases for agreements that deviate from standard practice and liaise with legal counsel to adjust standard leases as needed. Manage site development finances - including completion review and invoicing. Serve as lead negotiator with landlords to overcome overly restrictive terms and secure favorable deals.

- Drove two projects encompassing 500+ sites to achieve regulatory milestones and complete deliverables ahead of forecast
- Introduced new weekly data mining and reporting process that improved accuracy of long-range deliverable forecasts

Verizon Wireless - Southfield, MI**Real Estate Project Manager****2016 to 2018**

Advised cross functional teams consisting of RF, regulatory, construction, or budgetary groups; oversaw 10 vendor teams; and managed more than 800 construction-ready real estate projects each year. Oversaw all lifecycle phases from inception through construction handoff. Directed teams in reviewing, processing, and submitted required documents for regulatory approval. Led weekly staff meetings and produced monthly budget reports to share critical information and provide operational transparency.

- Led eight site acquisition teams in completing on-time and on-budget client deliverables during three data site transitions
- Eliminated information processing congestion for key sites by recommending and enforcing data input requirements

Sierra Tower Partners - Southgate, MI**Managing Partner****2013 to 2016**

Directed all day-to-day activity and long-term strategy for real estate entitlements and leases for private telecommunications towers in Michigan and Louisiana - with AT&T as anchor tenant. Negotiated all land lease issues with respective landowners and navigated proposed sites through planning commission process - including development and delivery of presentations.

- Negotiated and obtained \$10M line of credit for real estate start-up focused on telecom leasing
- Negotiated market high tower lease rate with AT&T that drove multiple years of revenue increase

continued on next page

Ericsson - Overland Park, KS**Project Manager****2012 to 2014**

Managed more than 220 new site builds in New York, Washington DC, and critical Department of Defense sites on behalf of Sprint. Advised stakeholders on forecasts, vendor issues, data protocols, and documentation requirements for projects.

- Recognized as senior point of contact and subject matter expert for implementation teams on all real estate issues

American Tower Corporation - Woburn, MA**Project Manager****2011 to 2013**

Managed site development activity and vendor activity for more than 180 T-Mobile 4G upgrade projects in Midwest. Developed and evaluated online colocation applications and full-site entitlement through Notice to Proceed (NTP) handoff to construction.

- Leveraged existing relationships with jurisdictions and established new processes to significantly improve speed to market

Bechtel Corporation - Columbia, MD**Project & Site Acquisition Manager****2010 to 2011**

Administered portfolio of nearly 1,000 sites, directed four site acquisition subcontractors, managed RF and CM teams, and facilitated scoping process to identify scope of work for AT&T Gold Standard with LTE additions.

- Led war room program that consolidated and expedited critical site implementation - resulting in cost and timeline reductions

SMJ Consulting - Novi, MI**Site Acquisition Project Manager****2009 to 2010**

Directed all site acquisition field services for Clearwire build in Michigan and Ohio - including site photo package field assessments, drawing reviews, and evaluation of permitting requirements by each jurisdiction. Served as primary contact for zoning or permitting issues and represented stakeholders at local commission hearings.

- Expedited approvals for 90 projects during 2010 Clearwire network build by leveraging relationships with Ohio jurisdictions

Cricket Communications - Philadelphia, PA**Zoning & Site Acquisition Manager****2007 to 2009**

Provided key leadership in directing team overseeing portfolio of 225 sites in NJ Pinelands District. Directed all due diligence studies, lease negotiations, and engineering reviews, while providing expert testimony during planning commission hearings.

- Partnered with in-house counsel to strategize application process for highly environmentally regulated Pinelands District
- Managed program that recovered nearly \$400K in escrow funds from NJ municipalities - representing 85% rate of recovery

MetroPCS - Livonia, MI**Special Projects Manager****2005 to 2007**

Developed all temporary and permanent raw land telecommunications site for 2006 Detroit market launch. Initiated and supervised all lease negotiations and provided all expert testimony at planning commission hearings. Managed interface between real estate, RF engineering, and construction throughout entire project lifecycle.

- Negotiated all real estate land leases for 2006 market launch - obtained all approvals ahead of schedule
- Achieved fully executed lease, ZBA approval, and on-air status for COW site within eight days of search ring release

Private Equity Group - Novi, MI**Land Development Director****1999 to 2006**

Initiated and managed land development projects throughout entire lifecycle - including contract negotiations, due diligence investigation, regulatory coordination, environmental mitigation, engineering, design coordination, and entitlement.

- Negotiated with multiple landowners to assemble 400-acre parcel adjacent to Arcadia Bluffs Golf Course in Arcadia, MI
- Obtained full site plan approval at initial hearing for condo development on Lake Michigan - including dune mitigation plan

Self Employed - Southgate, MI**Real Estate/Real Development Broker****1984 to 1999**

Acquired and renovated or redeveloped 30+ income-producing residential and commercial properties.

LICENSES & CERTIFICATIONS

Licensed Real Estate Broker & Residential Builder - State of Michigan

EDUCATION

Associate Degree coursework in Electrical Engineering - Henry Ford Community College