

**City of Muskegon
City Commission Meeting
Agenda**

January 24, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

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.

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10.a	<u>Housing Board of Appeals, Demolition - 835 W. Forest, 1043 Washington, and 1642 Dyson - Public Safety</u>	62
10.b	<u>First Amendment to Parkland Marina, LLC Development Agreement - City Manager</u>	76
11.	Any Other Business	
12.	Public Comment on Non-Agenda items	
13.	Closed Session	
14.	Adjournment	

RESOLUTION

DESIGNATION OF CITY STREET IN HONOR OF ERENIA “CONNIE” NAVARRO

WHEREAS, the City of Muskegon wishes to recognize and honor the late Erenia “Connie” Navarro; and

WHEREAS, Connie Navarro was a community leader, a Latino champion, civil rights giant, small business owner, social agency worker, a volunteer, a wife, a mother and friend of countless Muskegon citizens; and

WHEREAS, Connie Navarro was born in Round Rock, Texas and moved to Muskegon during World War II as a migrant worker, settling in the Muskegon project called “La Colonia” and marrying the love of her life, husband Angel Luis Navarro in 1964, having three children; and

WHEREAS, a graduate of Muskegon High School, Connie Navarro was instrumental in the family business Navarro’s Mexican Takeout in Muskegon Heights, which continues today by the family after more than 40 years; and

WHEREAS, Connie Navarro worked for the Muskegon County Department of Social Services and other local agencies helping Mexican Americans with basic human services and providing bilingual assistance in health care and educational institutions, leaving a legacy of bridging the Latino and Anglo communities; and

WHEREAS, Connie Navarro served her community through Our Lady of Grace Catholic Church and the non-profit Latinos Working for the Future, which she co-founded with her husband; and

WHEREAS, Connie Navarro in her final years co-authored an historical book “A New Home in Michigan: The Mexican-American Experience in Muskegon;” and

WHEREAS, over her life Connie Navarro received prestigious awards for her community leadership and service from Muskegon Community College, the Muskegon Rotary Club, Black Women’s Political Caucus, the Muskegon Women’s Club, Michigan State University and Grand Valley State University among other institutions; and

WHEREAS, Connie Navarro was a trailblazer who touched thousands of lives by fighting for justice, inclusion and diversity, and for making sure all voices were heard and everyone’s experience was valued; and

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission honors and recognizes Connie Navarro by designating Walton Avenue from Terrace to Pine Streets as Connie Navarro Way.

Adopted this 24 day of January 2023.

Kenneth D. Johnson
Mayor, City of Muskegon

RESOLUCIÓN

DESIGNACIÓN DE CALLE DE LA CIUDAD EN HONOR A ERENIA “CONNIE” NAVARRO

POR CUANTO, la Ciudad de Muskegon desea reconocer y honrar a la fallecida Erenia “Connie” Navarro; y

POR CUANTO, Connie Navarro fue una líder comunitaria, campeona latina, gigante de los derechos civiles, propietaria de una pequeña empresa, trabajadora de una agencia social, voluntaria, esposa, madre y amiga de innumerables ciudadanos de Muskegon; y

POR CUANTO, Connie Navarro nació en Round Rock, Texas y se mudó a Muskegon durante la Segunda Guerra Mundial como trabajadora migrante, instalándose en el proyecto de Muskegon llamado “La Colonia” y casándose con el amor de su vida, su esposo Ángel Luis Navarro en 1964, teniendo tres niños; y

CONSIDERANDO QUE Connie Navarro, una graduada de Muskegon High School, jugó un papel decisivo en el negocio familiar Navarro's Mexican Takeout en Muskegon Heights, que continúa hoy en la familia después de más de 40 años; y

POR CUANTO, Connie Navarro trabajó para el Departamento de Servicios Sociales del Condado de Muskegon y otras agencias locales ayudando a los mexicoamericanos con servicios humanos básicos y brindando asistencia bilingüe en instituciones educativas y de atención médica, dejando un legado de unir a las comunidades latina y anglo; y

POR CUANTO, Connie Navarro sirvió a su comunidad a través de la Iglesia Católica Our Lady of Grace y la organización sin fines de lucro Latinos Working for the Future, que ella cofundó con su esposo; y

POR CUANTO, Connie Navarro en sus últimos años fue coautora de un libro histórico "Un nuevo hogar en Michigan: la experiencia mexicano-estadounidense en Muskegon"; y

POR CUANTO, a lo largo de su vida, Connie Navarro recibió prestigiosos premios por su liderazgo comunitario y servicio de Muskegon Community College, Muskegon Rotary Club, Black Women's Political Caucus, Muskegon Women's Club, Michigan State University y Grand Valley State University, entre otras instituciones; y

POR CUANTO, Connie Navarro fue una pionera que tocó miles de vidas al luchar por la justicia, la inclusión y la diversidad, y por asegurarse de que se escucharan todas las voces y se valorara la experiencia de todos; y

AHORA POR LO TANTO SE RESUELVE que la Comisión de la Ciudad de Muskegon honre y reconozca a Connie Navarro al designar Walton Avenue desde Terrace hasta Pine Street como Connie Navarro Way.

Testimoniado este día 24 de enero de 2023.

Kenneth D. Johnson
Alcalde, Ciudad de Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023		Title: Mental Health Crisis Team
Submitted By: Director Timothy E Kozal		Department: Public Safety
Brief Summary: Introduction and short presentation by Heather Wiegand-HealthWest Supervisor and Michelle Pouch-HealthWest (Who will be our Master Clinician Social Worker) working with Officer Andrew McKee		
Detailed Summary & Background: Presentation <i>Include information that will be useful to commissioners in deciding how to vote. If the item has been discussed at a previous commission meeting, include that information as well.</i>		
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>		
Amount Requested:	Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion:		
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☒ No ☐
For City Clerk Use Only: Commission Action:		

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the December 28, 2022 Special 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
SPECIAL
CITY COMMISSION MEETING
Wednesday, December 28, 2022
4:00 pm
City Commission Chambers**

MINUTES

Present: Commissioners St. Clair, Emory, Johnson, and Gorman.

Absent: Commissioners Hood, German, and Ramsey.

Muskegon Heights Water Operator – Temp Agreement

Muskegon Heights will be without a water plant superintendent for about six months. This agreement outlines the details of Muskegon providing an operator to Muskegon Heights.

This agreement is built on a previous agreement the two Cities used in 2008. Muskegon agrees to provide an F1 water plant operator for a minimum of one hour per day with the primary responsibility of completing MDEGLE reports. The agreement also notes that if Muskegon Heights requests, the City of Muskegon will provide an S1 (water distribution) license holder for the same purpose.

The hourly rate Muskegon is charging Muskegon Heights is \$120 per hour for supervisory staff (F1/S1 operators). (Sec. 16, p. 6).

Updates from the 2008 agreement outlines responsibilities of Muskegon Heights more specifically related to MDEGLE and it makes notes of current conditions as outlined by MDEGLE at the Muskegon Heights Water Plan. (Sec. 4 p. 3) Another change from the past, either party can terminate the agreement with 14 days' notice (Sec. 15. P. 6).

This is a revenue neutral agreement.

Motion by Commissioner St. Clair, seconded by Commissioner Gorman to approve the short-term water operator agreement between the City of Muskegon and the City of Muskegon Heights to provide necessary services in compliance with the Michigan Safe Drinking Water Act.

ROLL CALL VOTE:

Ayes: Commissioners Gorman, Emory, St. Clair, and Johnson.

Nays: None.

MOTION PASSES.

Amendment to Sale of 1527 Hoyt Street

The mortgage company has requested an amendment to the November 7, 2022 purchase agreement to reflect the authorization of LeighAnn Mikesell to sign the purchase agreement.

Motion by Commissioner Gorman, seconded by Commissioner Emory to amend the November 7, 2022 motion to approve the purchase agreement for 1527 Hoyt Street and authorize LeighAnn Mikesell to sign the purchase agreement.

ROLL CALL VOTE:

Ayes: Commissioners Gorman, Emory, St. Clair, and Johnson.

Nays: None.

MOTION PASSES.

Adjourn.

Moved by Commissioner Emory, seconded by Commissioner St. Clair to adjourn the meeting at 4:09 pm

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To concur with the CRC recommendations to remove member from the Farmers Market Advisory Board and make the appointments detailed below.	
Detailed Summary: The CRC recommends: - Removing Woody Van Blargan – Seasonal Food Vendor – Term Expiring 1/31/2024 from the Farmers Market Advisory Board. - Making the following appointments: - o Board of Review - Reappoint Pamela Smith; Appoint Clinton Todd & Don Hammond (Citizens) - o Citizen's Police Review Board – Reappoint William Muhammad & Rozelia Patino (Members of a Minority-Based Organization), Robert Roundtree (Citizen At-Large), Ron Hayward & Ann Craig (Neighborhood Association Representatives); Appoint Eric Hood (Law Enforcement Professional) - o Civil Service Commission – Reappoint Johnny Brown (Citizen) - o Construction Code Board of Appeals – Reappoint Lane Bensten (Electrical), Joshua Ohst (Public Health) and Wade VandenBosch (Construction Manager) - o Downtown Development Authority – Reappoint Jay Wallace (Member with interest in the property in the district), Brad Hastings & Martha Bottomley (Citizens) & Doug Pollock (Resident of the district); Appoint Kiel Reid & Bob Tarrant (Members with interest in the property in the district) - o Election Commission – Reappoint Casey Allard (Citizen) - o Equal Opportunity Committee – Reappoint Jared Gazarek (Citizen representing Ward 2) - o Farmers Market Advisory Board – Reappoint Jon Visser (Seasonal Farmer), Kathi Upman (Seasonal Crafter/Artisan), & Cindy Larsen (Citizen)	

- **Historic District Commission** – Reappoint Kimi George (Person with occupational or financial interest in one or more of the historical districts) & David Gregersen (Citizen)
- **Housing Code Board of Appeals** – Reappoint Kim Burr (Citizen); Appoint Steven Frantz (Citizen)
- **Housing Commission** – Reappoint Ken Grant (Citizen)
- **Income Tax Board of Review** – Appoint Bethanny Cody (Resident)
- **Lakeside Business Improvement District** – Reappoint Louise Hopson & Kathy Fearnley (Assessed property owners or their representatives)
- **Local Officer’s Compensation Commission** – Reappoint Marty Ferriby (Citizen)
- **Planning Commission** – Reappoint Bryon Mazade, Larry Spataro & Jill Montgomery-Keast (Citizens)
- **Zoning Board of Appeals** – Reappoint Virginia Taylor, Jill Montgomery-Keast, & Jonathan Witmer (Residents); Appoint Mike Gallavin (Resident)
-

Amount Requested: N/A

Amount Budgeted: N/A

Fund(s) or Account(s): N/A

Fund(s) or Account(s): N/A

Recommended Motion: To concur with the recommendation of the CRC to make the above removal and appointments.

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023		Title: Signing Purchase Agreements	
Submitted By: LeighAnn Mikesell		Department: City Manager	
Brief Summary: Staff is requesting approval of a resolution which specifies who can sign purchase agreements on behalf of the city.			
Detailed Summary & Background: The resolution names Jonathan Seyferth and LeighAnn Mikesell as city employees who are authorized to sign purchase agreements on behalf of the city.			
Goal/Focus Area/Action Item Addressed: Goal 2: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon.			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: to approve the resolution authorizing specific city staff to sign purchase agreements on behalf of the city.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting	
Immediate Division Head	☐	Information Technology	☐
Other Division Heads	☒	Communication	☐
Legal Review	☒		
		Yes	☐
		No	☒
For City Clerk Use Only: Commission Action:			

Resolution _____

RESOLUTION AUTHORIZING JONATHAN SEYFERTH AND LEIGHANN MIKESELL TO SIGN ALL PURCHASE AGREEMENTS FOR PROPERTY TRANSACTIONS ON BEHALF OF THE CITY OF MUSKEGON.

Adopted this 24th Day of January, 2023

By: _____

Ken Johnson, Mayor

Attest: _____

Ann Meisch, City Clerk

Certification

This resolution was adopted at a meeting of the City Commission, held on January 24, 2023. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By: _____

Ann Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023		Title: Sale of 1330 Pine Street
Submitted By: LeighAnn Mikesell		Department: City Manager
Brief Summary: Staff is requesting approval of a purchase agreement for 1330 Pine Street.		
Detailed Summary & Background: 1330 Pine Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. Once seller concessions are included, the offer is for the full listing price.		
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: to approve the purchase agreement for 1330 Pine Street.		
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		



ARP Infill Income Verification

The City of Muskegon must verify the income of homebuyers purchasing through the American Rescue Plan Infill Housing Program. Please complete the following form and attach listed documentation.

Applicant Name: Amy john

Address: 120 National ave Nw Grand Rapids mi 49504

Phone Number: 6162721685

Email Address: Amy.hendrick12@gmail.com

Please list all members of your household below:

Name	Relationship to Applicant	Date of Birth
Amy john	Self	07/18/1994
Michael John	Spouse	01/12/1970

Please include the following documentation with your application:

- ☐ Signed income tax return for previous year

For All Household Members 18+ Provide:

- ☐ Last 2 months of bank statements
- ☐ Last 2 months of paystubs/income statements/letters/retirement statements
- ☐ Driver Licenses or IDs

By signing below you certify that the information provided is true and accurate. You authorize the City of Muskegon to request any additional information needed for verification.

Applicant Signature: *Amy John* dotloop verified
01/06/23 10:04 PM EST
EHPX-XMTO-15LQ-AJAT Date: 01/06/2023

Please submit completed application and supporting documentation to: Community and Neighborhood Services
933 Terrace Street, Muskegon, MI 49440

Packet Page 12 www.muskegon-mi.gov Phone: (231) 724-6717 Fax: (231) 726-2501 Email: CNSMail@shorelinecity.com



WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 01/06/2023 (time) _____ MLS # 71022050699 # _____
 SELLING OFFICE: Keller Williams BROKER LIC.#: _____ REALTOR® PHONE: 6164276451
 LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-366-2459

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):

☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Jake Martin Email: jake@thelarrymartinteam.com .ic.#: 6501403714

Alternate Selling Agent Name: larry martin Email: larrymartin.com@gmail.com Lic.#: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

☒ Buyer has received the Seller's Disclosure Statement, dated _____ Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.

☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this

☐ Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____

☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon

County of Muskegon Michigan, commonly known as (insert mailing address: street/city/state/zip code)

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 & SE 1/2 LOT 3 BLK 264 EXC ELY 12 FT FOR ALLEY

1330 Pine St, Muskegon, MI 49442

243129182014

PP# _____

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 175,000
One hundred seventy five thousand U.S. Dollars

7. **Seller Concessions**, if any:

seller to pay \$6,100 in buyers closing costs and prepaids

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement

☐ at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a fha type 30 (year) mortgage in the amount of 96.5 % of the Purchase Price bearing interest at a rate not to exceed 8 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 6 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from



Buyer's Initials



Seller's Initials

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
Exceptions:

☐ SELLER FINANCING (choose one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$_____ will be payable in monthly installments of \$_____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (choose one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$_____) between the Purchase Price above provided and the unpaid balance (approximately \$_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER: _____

9. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

Dishwasher; Microwave

but does not include:

1330 Pine St, Muskegon, MI 49442

Subject Property Address/Description

01/06/2023

Date

Time



Buyer's Initials



Seller's Initials

11. Heating and Cooking Fuels: Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. Assessments (choose one):

If the Property is subject to any assessments,

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

14. Well/Septic: Within ten (10) days after the Effective Date, (choose one) ☒ Seller or ☐ Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Other:

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within 10 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

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Date

Time



01/06/23
9:55 PM EST
dotloop verified

Buyer's Initials



01/09/23
9:15 AM EST
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Seller's Initials

deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions: _____

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions: _____

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer or ☐ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions: _____

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions: _____

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 02/03/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions: _____

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

23. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller

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9:55 PM EST
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Buyer's Initials



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dotloop verified

Seller's Initials

will have the privilege to occupy the Property and hereby agrees to pay Buyer \$_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$_____ 350 _____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until _____ 11am _____ (time) on _____ 01/07/2023 _____ (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$_____ 1,000 _____ shall be submitted to _____ chicago title _____ (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
27. **Other Provisions:**
28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

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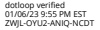
Buyer's Initials



Seller's Initials

communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address _____ X   **Buyer**
 Buyer 1 Phone: (Res.) _____ (Bus.) _____ Amy John
 Print name as you want it to appear on documents.
 Buyer 2 Address _____ X _____ **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____
 Print name as you want it to appear on documents.

32. **Seller's Response:** The above offer is approved: ☐ As written. ☒ As written except:

Sale Price to be \$176,000
 Seller master policy held at Transnation title. Seller to close at Transnation Title.
 Paragraph 8- will provide a quit claim deed vs a warranty deed.
 Builder one year warranty starts from day of Certificate of Occupancy.



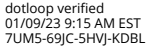
Counteroffer, if any, expires 1/9/2023, at 5pm (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

33. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated na (choose one): ☐ Yes ☐ No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. **Listing Office Address:** 3265 Walker Ave, Suite D, GR, MI 49544 Listing Broker License # 6506015435
Listing Agent Name: Mariana Murillo VanDam Listing Agent License # _____

36. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time):   _____
 Print name as you want it to appear on documents. Is Seller a U.S. Citizen or Resident Alien? ☒ Yes ☐ No*

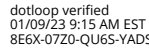
X (Seller's Signature, Date, Time): _____
 Print name as you want it to appear on documents. Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____
 * If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time):   _____
 X (Buyer's Signature, Date, Time): _____

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time):   _____
 X (Seller's Signature, Date, Time): _____

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 Buyer's Initials



 Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023		Title: Sale of 1334 Pine Street
Submitted By: LeighAnn Mikesell		Department: City Manager
Brief Summary: Staff is requesting approval of a purchase agreement for 1334 Pine Street.		
Detailed Summary & Background: 1334 Pine Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for the full listing price and is contingent on the sale of the buyer's current home. The realtor will allow 14 days for the buyer to sell their current home, then continue to accept offers.		
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: to approve the purchase agreement for 1334 Pine Street.		
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

2

DATE: 01/16/2023 (time) MLS #: 71022050736
 SELLING OFFICE: Five Star Real Estate BROKER LIC.#: 6505276328 REALTOR® PHONE: 231-233-5674
 LISTING OFFICE: West Urban Realty REALTOR® PHONE:

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Renee Malburg Email: reneemalburg@gmail.com Lic.#: 6506043816

Alternate Selling Agent Name: Email: Lic.#:

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received the Seller's Disclosure Statement, dated. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions:
☒ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
 1334 Pine St, Muskegon, MI 49442

with the following legal description and tax parcel ID numbers:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 & SE 1/2 LOT 3 BLK 264 EXC ELY 12 FT FOR ALLEY

PP# 24205264000400

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 169,900
 one hundred sixty-nine thousand nine hundred U.S. Dollars

7. **Seller Concessions**, if any: None

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 80 % of the Purchase Price bearing interest at a rate not to exceed 6.25 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 2 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☒ Buyer will agree to pay an amount not to exceed \$0 representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from



Buyer's Initials



Seller's Initials

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
Exceptions:

☐ SELLER FINANCING (choose one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$_____ will be payable in monthly installments of \$_____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (choose one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$_____) between the Purchase Price above provided and the unpaid balance (approximately \$_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER:

9. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

☐ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☒ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ 448 Allen Ave. Muskegon, MI 49431 on or before 02/28/2023. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions: Seller to allow Buyer 14 days to market and secure an offer on the home prior to accepting another offer and terminating this agreement.

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:** microwave and dishwasher

but does not include:

1334 Pine St, Muskegon, MI 49442
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01/16/2023
Date

Time



Buyer's Initials



Seller's Initials

11. Heating and Cooking Fuels: Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. Assessments (choose one):

If the Property is subject to any assessments,

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

14. Well/Septic: Within ten (10) days after the Effective Date, (choose one) ☐ Seller or ☐ Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Other:

N/A

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within 10 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

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Buyer's Initials



Seller's Initials

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11:21 AM EST
dotloop verified

deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions:

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer or ☐ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 02/28/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions:

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

23. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller

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Seller's Initials

will have the privilege to occupy the Property and hereby agrees to pay Buyer \$_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$_____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 01/17/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 1000 shall be submitted to Five Star Real Estate (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

27. **Other Provisions:**

- 1) House to stay on the market, with status per Selling Agent MLS rules.
- 2) Seller uses Transnation Title.
- 3) Paragraph 8 - Seller will provide quit claim deed vs warranty deed.
- 4) Contingent on Seller approving ARP infill application and all documents requested.
- 5) Builder one year warranty starts from day of certificate of occupancy from City of Muskegon.

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

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Seller's Initials

communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. Buyer's Approval and Acknowledgment: Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address 448 Allen Ave Muskegon, 49442

X Erin Malburg

dotloop verified
01/16/23 12:23 PM EST
WGXB-T98B-FGMY-OJLD

Buyer

Buyer 1 Phone: (Res.) 231-299-9011

(Bus.) _____

Erin Malburg

Print name as you want it to appear on documents.

Buyer 2 Address _____

X _____

Buyer

Buyer 2 Phone: (Res.) _____

(Bus.) _____

Print name as you want it to appear on documents.

32. Seller's Response: The above offer is approved: ☐ As written. ☐ As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

33. Certification of Previous Disclosure Statement: Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (choose one): ☐ Yes ☐ No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. Notice to Seller: Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. Listing Office Address: _____ Listing Broker License # _____

Listing Agent Name: Mariana Murillo VanDam

Listing Agent License # _____

36. Seller's Approval and Acknowledgment: Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): _____

LeighAnn Mikesell

dotloop verified
01/18/23 11:21 AM EST
QGGE-YU74-PKRR-CG6M

Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____

Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

Print name as you want it to appear on documents.

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____

* If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. Buyer's Receipt/Acceptance: Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____

X (Buyer's Signature, Date, Time): _____

38. Seller's Receipt: Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): _____

X (Seller's Signature, Date, Time): _____

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Buyer's Initials



Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023		Title: Sale of 373 Catawba Avenue
Submitted By: LeighAnn Mikesell		Department: City Manager
Brief Summary: Staff is requesting approval of a purchase agreement for 373 Catawba Avenue.		
Detailed Summary & Background: 373 Catawba Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for the full listing price with no seller concessions.		
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: to approve the purchase agreement for 373 Catawba Avenue.		
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

SF373

DATE: 01/17/2023 (time) MLS #: 22046387

SELLING OFFICE: Five Star Real Estate Muskegon BROKER LIC.#: 6502135365 REALTOR® PHONE: 231-557-2591

LISTING OFFICE: West Urban Realty REALTOR® PHONE: 6163662459

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
- Primary Selling Agent Name: Jane McGregor Email: soldbyjanemcg@gmail.com Lic.#: 6501318877
- Alternate Selling Agent Name: Email: Lic.#:
3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received the Seller's Disclosure Statement, dated . Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: New Construction - No disclosure provided in the MLS
☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon County, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
373 Catawba Avenue, Muskegon, MI 49442
- with the following legal description and tax parcel ID numbers:
CITY OF MUSKEGON REVISED PLAT OF 1903 ELY 60 FT LOT 1 BLK 269

PP# 24-205-269-0001-10

The following paragraph applies only if the Premises include unplatted land:
Seller agrees to grant Buyer at closing the right to make (insert number)Not applicable division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before , of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 172,900.00
one hundred seventy-two thousand nine hundred U.S. Dollars
7. **Seller Concessions**, if any: NONE

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

- ☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.
- ☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 97 % of the Purchase Price bearing interest at a rate not to exceed 6.5 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 05 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
Exceptions:

☐ SELLER FINANCING (choose one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$_____ will be payable in monthly installments of \$_____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (choose one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$_____) between the Purchase Price above provided and the unpaid balance (approximately \$_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER:

9. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

Microwave, Dishwasher, Central Air, bathroom mirrors

but does not include:

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Date

Time



Buyer's Initials



Seller's Initials

11. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

Natural Gas

12. **Assessments (choose one):**

If the Property is subject to any assessments,

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

- ☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

14. **Well/Septic:** Within ten (10) days after the Effective Date, (choose one) ☐ Seller or ☐ Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Other:

City water and City sewer

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within 05 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

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deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions:

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer or ☐ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

Signs of recent survey to the property. Seller to provide recent survey sketch prior to close.

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

Declined

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 02/10/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions:

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

23. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller

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01/17/23
3:57 PM EST
dotloop verified

Buyer's Initials



01/18/23
3:01 PM EST
dotloop verified

Seller's Initials

will have the privilege to occupy the Property and hereby agrees to pay Buyer \$_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$100.00 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

Property shown vacant and to remain vacant

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 9:00pm (time) on 01/18/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$1000.00 shall be submitted to Five Star Real Estate (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

27. **Other Provisions:**

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

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communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address: Summer Field dotloop verified 01/17/23 9:07 PM EST KVKC-JFA-BK9-BUOX **Buyer**
 Buyer 1 Phone: (Res.) _____ (Bus.) _____ Summer Field
 Print name as you want it to appear on documents.
 Buyer 2 Address: _____ dotloop verified 01/18/23 3:01 PM EST 4UDV-AB01-KRDA-R0AG **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____
 Print name as you want it to appear on documents.

32. **Seller's Response:** The above offer is approved: ☒ As written. ☐ As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

33. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (choose one): ☐ Yes ☐ No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. **Listing Office Address:** 255 W Western Ave, Muskegon, MI 49440 Listing Broker License # 6506015435
Listing Agent Name: Mariana Murillo VanDam Listing Agent License # 6506015435

36. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): LeighAnn Mikesell dotloop verified 01/18/23 3:01 PM EST 4UDV-AB01-KRDA-R0AG
 _____ Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
 _____ Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____
 _____ Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
 _____ Print name as you want it to appear on documents.

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____
 * If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____
 X (Buyer's Signature, Date, Time): _____

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): _____
 X (Seller's Signature, Date, Time): _____

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Buyer's Initials



Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 01/24/2023		Title: Special Events
Submitted By: Dan VanderHeide		Department: DPW
Brief Summary: Staff is seeking approval of a proposed change to the Special Event Policy.		
Detailed Summary & Background: Attached is the Special Event Policy with the proposed addition of not closing Western Ave for a walk or run. This was discussed at the October 10, 2022 Worksession meeting but staff neglected to include the change in the policy.		
Goal/Focus Area/Action Item Addressed: Proceed with events and activities.		
Amount Requested: \$0	Amount Budgeted: \$0	
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A	
Recommended Motion: Approve the change to the Special Event Policy.		
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

CITY OF MUSKEGON SPECIAL EVENT POLICY



The City of Muskegon has many parks and facilities available for use. A Special Event Application is required for any public event held on City property or requiring City services. While there are several City departments involved in the special event process, this policy centralizes the administration of special events with the Department of Public Works. Email specialevents@shorelinecity.com or call (231) 724-6907 for any questions.

For events where alcohol is served, applicants must also obtain approval from the State of Michigan Liquor Control Commission and the Muskegon Police Department (231-724-6750), in addition to completing the Special Event Application. Liquor license approval is a separate process from the Special Event Application, with its own fees and regulations. The final authority for signing special liquor licenses is with the Public Safety Director. For State of Michigan liquor license regulations and information, please visit the State of Michigan's website at www.michigan.gov/lara.

SPECIAL EVENT APPLICATION PROCEDURE

I. Special Event Application ("Application") Submission & Fee Schedule

All Applications shall be filed with the Department of Public Works at least thirty (30) days prior to the event. The non-refundable Application fee must be paid at the time the Application is submitted.

Events occurring during peak event season April 15 – September 30	Events occurring outside of peak season January 1 – April 14 / October 1 – Dec. 31
\$100 fee for applications submitted 60 days or more prior to the event date	\$100 fee for applications submitted 60 days or more prior to the event date
\$250 fee for applications submitted 45-59 days prior to the event date	\$200 fee for applications submitted 45-59 days prior to the event date
\$400.00 fee for applications submitted 30-44 days prior to the event	\$300.00 fee for applications submitted 33-44 days prior to the event
Applications submitted less than 30 days prior to the event date will not be accepted.	\$400 fee for applications submitted less than 30 days prior to the event

Application and parade event fees may be waived for Veteran's groups. In addition, the City's recognized Neighborhood Associations are entitled to two Application and event fee waivers per year in addition to National Night Out festivities, provided that the Application is submitted to the Department of Public Works at least 30 days in advance of the event date. Up to two application fees may be waived for a non-profit organization in its lifetime. The non-profit must serve City of Muskegon residents to qualify.

The Application shall be submitted on the appropriate form. **The Application fee must be paid at the time of Application submission or the Application will not be considered.** The *City of Muskegon Request for Special Event Application* form can be found on the City's website at www.muskegon-mi.gov, or you may email specialevents@shorelinecity.com or call (231) 724-6907 to have one mailed, or visit the Department of Public works at 1350 E Keating Ave, Monday – Friday from 8:00 am. Until 4:300 p.m. excluding holidays.

Block Parties. The City has a separate Block Party Policy and Application. Contact the Department of Public Works at specialevents@shorelinecity.com or 231-724-6907 for further information about block parties.

4th of July weekend. Margaret Drake Elliott Park is not available for special events on the 4th of July, including the entire weekend if July 4 falls on a Friday, Saturday, or Sunday. The park is reserved for picnicking during this holiday.

Reserving event dates for multiple years. As long as prior year event fees are paid in full, established events may reserve their event date(s) and location for future years. A completed special event application must be received by February 1 of each year in order to hold the date(s) and location.

II. Event Requirements

All Special Event permittees must adhere to the following rules and regulations. Failure to do so may result in the applicant having any conditional approvals revoked, being held responsible for any damages and/or denial of future event Applications.

(a) **Public Safety Personnel.** While the presence of public safety personnel (police/fire/medical) may not be required at all special events, it shall be the discretion of the Public Safety Director if city police and/or fire officials may be required. The applicant/organization will be responsible for payment of public safety personnel services. See Fee Schedule (Section IV) for fee estimates. If an event is cancelled with less than 72 hours' notice, the applicant/organization will be responsible for paying two hours' pay per officer, per union contract requirements. Applicants are not allowed to provide their own public safety staff (police/fire/medical) without prior approval of the City of Muskegon's Public Safety Director.

(b) **Liability Insurance.** The applicant must provide proof of liability insurance in the amount of \$1,000,000 naming the City of Muskegon as an additional insured. You may use an insurance agent of your choice. An acceptable certificate of insurance must be submitted no later than 10 days before the event date. Please inform your insurance agent that the wording on the certificate must read:

"The City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof; it is understood and agreed that by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess."

(c) **Restroom Facilities.** All outdoor events shall provide adequate restroom facilities (i.e. portable toilets) including handicapped-accessible facilities per ADA requirements. Restroom placement shall not impede sidewalk traffic.

(d) **Digging & Staking.** Digging or staking into paved areas, including roadways, sidewalks, and public parking areas, is not permitted. Digging or staking into non-paved ground shall be cleared through Miss Dig in order to avoid damage to underground utilities. The Applicant Organization is responsible for contacting Miss Dig (1-800-482-7171, or dial 811) a minimum of 5 *working days* prior to event set-up. The applicant will also be responsible for paying an electrician to locate underground utility lines and a City employee to location irrigation/water lines, if required. A penalty of \$100 will be charged for an unapproved staking and the Applicant Organization will be responsible for the cost of any damages to underground utilities, including irrigation lines, caused by digging or staking.

(e) **Electrical and Water Hook-up** The applicant must adapt to electrical power available on-site, or provide their own generator. When using City electrical panels, the applicant shall read the meter before and after the event, and report those numbers to the City's special event coordinator upon request. City fire hydrants may be used as a water source for a fee (see Fee Schedule - Section IV) for cost. It is the responsibility of the applicant to provide acceptable hoses for potable water usage, which meet Health Department requirements.

(f) **Inspections.** The event location is subject to all building, plumbing, mechanical, electrical, and fire codes. It is the permittee's responsibility to schedule an inspection by any and all required inspectors and pay the required inspection fee(s). The City's building inspection department (SAFEbuilt), requires an inspection of assembly tents that are 400 sq ft or greater. See Fee Schedule (Section IV) for costs. For events having multiple tents, contact the City's Building Official for inspection fees.

(g) **Food trucks.** Any food trucks or vendors using deep fryers and/or propane cylinders must be inspected and approved by the Fire Marshal prior to participation in a special event. These vendors are required to have no less than a 5 lbs ABC-type fire extinguisher which has a current inspection tag and a class K type fire extinguisher for any deep-frying equipment wherein oils and/or grease is used as a medium. Contact the Fire Marshall for an inspection at (231) 724-6793.

(h) **Camping/Campgrounds.** Approval must be given by the City Commission to have camping at your event at least 60 days before the event. The Department of Public Works will submit the request to the City Commission. Events that include overnight camping or a campground area also require a permit from the Muskegon County Health Department and Department of Environment, Great Lakes and Energy. To obtain information about this permit, call (231) 724-6208. A copy of an approved permit must be provided to the City.

(i) **Event Set-up and Tear-down.** For events utilizing any public roadway, no tents, booths, vendors, or equipment shall be set up in the roadway prior to 6:00 p.m. the day before the event. All signs, tents, booths, vendors, and equipment must be removed from the roadway prior to 6:00 a.m. the day after the event.

(j) **Site Clean-up and Trash Disposal.** The Applicant shall be responsible for clean-up of City facilities after the event. This includes the removal of trash from the site (do not leave full trash cans on site). Applicants shall provide their own Dumpster. The City shall have the right to enforce cleanup measures, including but not limited to entry and cleaning of property by City personnel with costs charged to the owner, occupant, or applicant. City staff may require a walk-through after the event to ensure satisfactory clean-up.

(k) **Merchandise Sales.** Sales of all merchandise for Special Events must be out of the public right-of-way, unless prior authorization is received.

(l) **Events Using Water.** Events utilizing a body of water such as Muskegon Lake and/or Lake Michigan require Coast Guard (414-747-7100) and/or Department of Natural Resources (269-685-6851) special event approval.

(m) **Pyrotechnics.** Events utilizing any kind of pyrotechnics must contact the Fire Marshal (231-724-6793) and must also obtain the appropriate permits from the City Clerk's Office (231-724-6705).

(n) **Compliance with all regulations.** Special Event applicants/organizations are responsible to ensure that all applicable laws and ordinances are followed. Failure to comply with all city ordinances, rules and regulations may result in the denial of future special event requests.

III. Special Event Application Processing

(a) **Application Intake.** Department of Public Works Office staff shall be responsible for intake of Special Event Applications and dissemination to appropriate City staff for review and approval. The Application fee must be submitted with the Application. Liquor license Applications shall be filed with the Public Safety Director.

(b) **Event Approval.** The City will issue a conditional approval or denial no later than 30 days after the Application date whenever possible. Preliminary approval may be given to allow the applicant to advertise the event, with final details to be worked out with staff. An approval letter will be issued, listing conditions of approval.

(c) **Application Denial.** If City staff reviews an Application and denies same, it shall be stated in writing the reasons for the denial. An appeal of that decision may be made to the City Commission, whose decision shall be final.

(d) **Unpaid Invoices Due the City.** Any past due fees/invoices owed to the City will result in denial of the event Application and/or future Special Event requests until paid in full.

(e) **Meetings with Staff.** City staff will meet with applicants to discuss event details if needed. Contact the City's special event coordinator in the Department of Public Works to request a meeting. There may also be instances when City staff may require a meeting with the applicant. Failure to attend a requested meeting may result in denial of the Application.

(f) **Street Closures/Barricading.** Requests for City road closings/barricading require approval of the Public Safety Director and the DPW Superintendent. DPW Office staff will forward requests to the appropriate personnel once the Application and fee are submitted. The applicant is responsible for all associated costs, which may include barricades, public safety services, etc. There is an additional \$50 fee for each block closed beyond 2 blocks. City Commission approval may be required in some cases. If a street closure is approved for an event, the Applicant must provide written notification to all businesses and residences located along the affected street(s) at least *10 days* prior to the event date. Changes to street closures requested within 30 days of the event date will incur a \$50 fee. *No route and/or road closure changes will be allowed within 14 days of an event.*

(f)(1) **Time Restrictions** Streets shall not be closed prior to 6:00 p.m. the day before the event and must be open by 6:00 a.m. the day following the conclusion of the event.

(f)(2) **Parking along event routes.** The applicant shall be responsible for posting "No Parking" signs along the closed streets of an event route at least **48 hours** in advance of the event date. The City's Department of Public Works may have No Parking signs available for use. However, the applicant/organization must attach 5 ½" by 8 ½" addendums to the signs noting the name of the event and date and time the parking restrictions will be in effect.

(g) **Runs/Walks.** For races, runs, walks, or parades, the applicant must submit a map with the Application, showing the proposed route. In addition, if any streets will be closed or partially closed, the applicant must provide written notification to all residents and businesses along the route as stated above in paragraphs (f) and (f)(1). The City's special event coordinator can provide the names and addresses of affected homes and businesses to be notified. The applicant is responsible for any public safety and/or DPW costs for street closures (barricades, police presence at intersections if needed, etc). **Western Ave from Shoreline Dr to 8th St will not be closed for a walk or run.**

(g)(1) **Use of Lakeshore Trail bike path.** For events utilizing the Lakeshore Trail bike path, there is a trail use fee that will be billed upon completion of the event (see Fee Schedule) to help cover trail maintenance expenses. In addition, any events using the path must post signage at trail entry points on the day of the event, notifying users that there is an event occurring on the trail. Signs may be generic, such as "EVENT ON BIKE PATH TODAY" (organizations using the path for events may share signs to reduce costs). The City's Parks Supervisor can assist you in locating sign placement locations.

(h) **Site Plan.** The City may require submittal of a site plan showing the event grounds and the location of tents, vendors, portable toilets, and other structures.

IV. Special Event Fee Schedule (Use of City Equipment, Labor Charges, Liquor Licenses, Inspections, Park use fees)

ITEM / SERVICE	RENTAL FEE (plus labor if necessary)
55-gallon metal trash can	\$5.00 each
Plastic trash bags (1 case)	\$0.00 per case or actual cost
Standard Traffic Cone	\$1.00 each
Tall "Grab" Cone	\$3.00 each
Picnic tables	\$10.00 each
Fire hydrant use (installation & removal of hydrant tree, water testing, and water usage)	\$100.00 flat rate per hydrant
DPW/Parks personnel labor costs (Transportation of Barricades/Cones/tables, etc)	\$60.00/hour Truck/ trailer rental may also be charged
PUBLIC SAFETY SERVICES / FEES	
NOTE: Liquor License fees are lowest when applied for at least 45 days in advance of the event date. <i>Liquor licenses will not be issued within 15 days of an event.</i>	
Special liquor license (non-profit)/New event	\$150.00 (if applied for at least 45 days in advance of event)
Special liquor license (non-profit)/Return event Organization located outside City of Muskegon	\$125.00 (if applied for at least 45 days in advance of event)
Special liquor license/Return event, in-City rate	\$ 75.00 (if applied for at least 45 days in advance of event)
Special liquor license (all) within 15-44 days of event	\$250.00
Liquor license/Temporary authorization - existing business/club	\$40.00 (\$60 if within 15-44 days of event)
Public safety labor charges (police/fire/medical)	\$60.00 per hour (time and ½)
Public safety labor charges (police/fire/medical)	\$120.00 per hour (triple time/holidays)
INSPECTIONS	
Inspection of assembly tent	\$50.00 (if multiple tents, contact building official for fees)
Electrical or plumbing inspections	Contact the building inspection department to see if these are required
Fire Department inspection of food trucks	Included with application fee
PARK USE FEES	
Hackley Park exclusive use fee with Liquor License	\$100/hour or \$500/day
Hackley Park use fee per quadrant	\$50/day per quadrant
Harbour Towne Beach user fee	\$1500.00 per event
Trail bicycle/walking paths	\$200 per event
Pere Marquette Park user fees (applicable May 15 through September 15)	
Events less than 100 people	\$100 per event
Events with 100 - 250 people	\$200 per event
Events with 250 - 500 people	\$350 per event
Events with 500 - 2000 people	\$500 per event
Events over 2000 people	\$1500.00 per event (includes 20 reserved parking spaces)
Parking spaces for event use	\$10 per parking space reserved per day and each vehicle must have Beach Parking pass
Exclusive use fee of Ovals parking lot area	\$250 per day and each vehicle must have Beach Parking pass
Camping at Pere Marquette Park	\$20 per night per camper or tent*
	*The City Commission may opt to collect a percentage of camping revenue for larger events in lieu of the \$20 per unit

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023		Title: 2023 User Fee Update	
Submitted By: Kenneth D. 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 & Background: City Departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution that is attached for your consideration. Key Updates: (See Highlighted Items on the Spreadsheet for all of the changes)			
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices & Increase Revenue			
Amount Requested:		Amount Budgeted:	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: Approval of the 2023 Master Fee Resolution			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

City of Muskegon

RESOLUTION

2023-_____

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 24, 2023. 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

	A	B	C	D	E	F	G	H	I
1									
2									
3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
4	1	ALL	ADMINISTRATIVE OVERHEAD ON SALES TO OUTSIDE PARTIES	TOTAL BALANCE DUE	15.00%	15.00%			
5	2	ALL	COPIES FOR PUBLIC (STANDARD SIZES)	PER COPY	0.25	0.25			
6	3	ALL	FAX CHARGE FOR INFORMATION REQUESTS	PER PAGE	0.50	0.50			
7	4	ALL	LATE FEE ON CITY RECEIVABLES (EXCEPT TAXES)	PAST DUE BALANCE	1.00%	1.00%	PER MO./IMPOSED AFTER 30 DAYS		
8									
9		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
10	5	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B)	EACH	1,500.00	1,500.00			
11	6	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B) NR *	EACH	1,900.00	1,900.00			
12	7	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F)	EACH	1,800.00	1,800.00			
13	8	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F) NR *	EACH	2,200.00	2,200.00			
14	9	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE		
15	10	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE		
16	11	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE		
17	12	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE		
18	13	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE		
19	14	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE		
20	15	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE		
21	16	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE		
22	17	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE		
23	18	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE		
24	19	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE		
25	20	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE		
26	21	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	ONE GRAVE	800.00	800.00	50% GOES TO PERPETUAL CARE		
27	22	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	TWO GRAVES	1,435.00	1,435.00	50% GOES TO PERPETUAL CARE		
28	23	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	ONE GRAVE	900.00	900.00	50% GOES TO PERPETUAL CARE		
29	24	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	TWO GRAVES	1,550.00	1,550.00	50% GOES TO PERPETUAL CARE		
30	25	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	ONE GRAVE	835.00	835.00	50% GOES TO PERPETUAL CARE		
31	26	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE		
32	27	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE		
33	28	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE		
34	29	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN)	EACH	350.00	350.00			
35	30	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN) NR*	EACH	400.00	400.00			
36	31	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES)	EACH	600.00	600.00			
37	32	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES) NR *	EACH	650.00	650.00			
38	33	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE)	EACH	300.00	300.00			
39	34	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE) NR *	EACH	350.00	350.00			
40	35	CEMETERIES	CEMETERIES OPENING (CREMATION)	EACH	350.00	350.00			
41	36	CEMETERIES	CEMETERIES OPENING (CREMATION) NR *	EACH	400.00	400.00			
42	37	CEMETERIES	CEMETERIES SECOND CREMAINS (OPEN GRAVESITE)	EACH	80.00	80.00	FOR ADDITIONAL ASHES		
43	38	CEMETERIES	CEMETERIES OPENING	EACH	500.00	500.00			
44	39	CEMETERIES	CEMETERIES OPENING NR *	EACH	600.00	600.00			
45	40	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND)	EACH	175.00	175.00			
46	41	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND) NR *	EACH	200.00	200.00			
47	42	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)	EACH	300.00	300.00			
48	43	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR *	EACH	350.00	350.00			
49	44	CEMETERIES	CEMETERIES OVERTIME (MON-FRI AFTER 2:30PM)	EACH	400.00	400.00			
50	45	CEMETERIES	CEMETERIES OVERTIME (SATURDAYS)	EACH	500.00	500.00			
51	46	CEMETERIES	CEMETERIES OVERTIME (SUNDAYS AND HOLIDAYS)	EACH	600.00	600.00			
52	47	CEMETERIES	CEMETERIES WEEKEND/HOLIDAY LATE FEE	EACH	400.00	400.00	IF MORE THAN 1 HOUR PAST SCHEDULED BURIAL TIME.		
53	48	CEMETERIES	CEMETERIES NICHES COLUMBARIUM (TOP 2 ROWS)	EACH	900.00	900.00			
54	49	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR (TOP 2 ROWS)	EACH	950.00	950.00			
55	50	CEMETERIES	CEMETERIES NICHES COLUMBARIUM (BOTTOM 2 ROWS)	EACH	700.00	700.00			
56	51	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR (BOTTOM 2 ROWS)	EACH	750.00	750.00			
57	52	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING)	EACH	150.00	150.00			
58	53	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING) NR	EACH	200.00	200.00			
59	54	CEMETERIES	CEMETERIES HEADSTONE SERVICE	PER SQUARE INCH	0.55	0.55	MINIMUM \$60.00		
60	55	CEMETERIES	CEMETERIES SERVICE (GOVERNMENT MARKERS)	EACH	60.00	60.00			
61	56	CEMETERIES	CEMETERIES SERVICE (MAUSOLEUM VASES)	EACH	75.00	75.00			
62	57	CEMETERIES	CEMETERIES SERVICE HEADSTONE PRE-PLACEMENT	EACH	25.00	25.00			
63	58	CEMETERIES	CEMETERIES SERVICE HEADSTONE SETTING FEE	EACH	75.00	75.00			
64	59	CEMETERIES	CEMETERIES SERVICE (SMALL VASES)	EACH	50.00	50.00			
65	60	CEMETERIES	RESTLAWN ENTOMBMENT - EVERGREEN MAUSOLEM	EACH	300.00	300.00			
66	61	CEMETERIES	ENTOMBMENT NR - EVERGREEN MAUSOLEUM	EACH	400.00	400.00			
67	62	CEMETERIES	EVERGREEN MAUSOLEUM CRYPT COVER REMOVAL		200.00	200.00	IF ENGRAVING NOT COMPLETED WITHIN 30 DAYS OF ENTOMBMENT		
68	63	CEMETERIES	TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE	EACH	200.00	200.00			
69	64	CEMETERIES	CHADEL FUNERAL SERVICE	EACH	200.00	200.00			

	A	B	C	D	E	F	G	H	I
1									
2									
3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
70									
71		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
72	65	CLERK	ADDRESS LABELS - VOTER REGISTRATION	EACH	0.05	0.05			
73	66	CLERK	BUSINESS REGISTRATION	EACH	35.00	35.00			
74	67	CLERK	BUSINESS TRANSIENT/PEDDLER - RENEWAL MAY 1ST	ANNUAL	150.00	150.00			
75	68	CLERK	BUSINESS AUCTIONEER LICENSE (INDIVIDUAL EVENT)	PER DAY	10.00	10.00			
76	69	CLERK	BUSINESS AUCTIONEER LICENSE (REGULAR)	PER YEAR	100.00	100.00			
77	70	CLERK	AUCTION FEE	PER DAY	30.00	30.00			
78	71	CLERK	BUSINESS ENTERTAINMENT OCCUPANCY	PER YEAR	125.00	125.00			
79	72	CLERK	GAMING LICENSE REQUEST/PERMIT (30 DAYS OR MORE ADVANCE NOTICE)	EACH	75.00	75.00			
80	73	CLERK	GAMING LICENSE REQUEST (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	100.00	100.00			
81	74	CLERK	CITY HALL CONFERENCE ROOM RENTAL	PER HOUR	25.00	25.00	CHARGED TO LAW FIRMS AND OTHER FOR PROFIT ORGANIZATIONS WISHING TO USE FACILITIES FOR NON-CITY RELATED BUSINESS		
82	75	CLERK	ENCROACHMENT/RENTAL FEE (BUS BENCHES)	PER BENCH/PERMONTH	5.00	5.00			
83	76	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (30 OR MORE DAYS ADVANCE NOTICE)	EACH	75.00	75.00			
84	77	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	150.00	150.00			
85	78	CLERK	LIQUOR LICENSE RENEWAL (BEFORE FEBRUARY 28)	EACH	100.00	100.00			
86	79	CLERK	LIQUOR LICENSE RENEWAL (AFTER FEBRUARY 28)	EACH	150.00	150.00			
87	80	CLERK	LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION	EACH	250.00	250.00			
88	81	CLERK	DEVELOPMENT DISTRICT AREA CLASS-C ON-PREMISES LIQUOR LICENSE (FORMERLY DOWNTOWN DEV AUTH LICENSE)	EACH	2,500.00	2,500.00	SAME REVIEW PROCESS AS FOR RENEWAL		
89	82	CLERK	NEW LIQUOR LICENSE	EACH	1,000.00	1,000.00	REPLACES FEES ABOVE		
90	83	CLERK	GOING OUT OF BUSINESS SALE	EACH	50.00	50.00	UP TO ONE MONTH - RENEWABLE		
91	84	CLERK	LIQUOR LICENSE (EXPANSION OF EXISTING LICENSE)	EACH	25.00	25.00			
92	85	CLERK	MOBILE FOOD VENDING PERMIT	ANNUAL	300.00	300.00	APPROVED BY COMMISSION IN 2014		
93	86	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN CITY)	ANNUAL	150.00	150.00	APPROVED BY COMMISSION IN 2014		
94	87	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN DDA DISTRICT)	ANNUAL	50.00	50.00	APPROVED BY COMMISSION IN 2014		
95	88	CLERK	PASSPORT APPLICATION FEE	EACH	35.00	35.00	PER FEDERAL LAW		
96	89	CLERK	PASSPORT PHOTO FEE	EACH	15.00	15.00			
97	90	CLERK	MONEY ORDERS	EACH	5.00	5.00	NEW SERVICE & FEE		
98	91	CLERK	PRECINCT MAPS (SMALL)	EACH	2.00	2.00			
99	92	CLERK	PUBLIC NOTARY FEE	EACH	5.00	5.00	CONSISTENT WITH COUNTY FEE		
100	93	CLERK	SPECIAL EVENT PARKING FEE (UNDER 50 PARKING SPOTS)	PER EVENT	25.00	25.00	APPROVED BY COMMISSION IN 2014		
101	94	CLERK	SPECIAL EVENT PARKING FEE (OVER 50 PARKING SPOTS)	PER EVENT	50.00	50.00	APPROVED BY COMMISSION IN 2014		
102	95	CLERK	TELECOMMUNICATIONS ACT NEW PROVIDER FEE	EACH	500.00	500.00	PER NEW STATE TELECOMMUNICATIONS ACT		
103	96	CLERK	VOTER INFORMATION - ELECTRONIC	EACH	25.00	25.00			
104	97	CLERK	VOTER REGISTRATION - HARDCOPY LIST	PER LISTING	0.01	0.01			
105	98	CLERK	VOTER REGISTRATION - MAILING LABELS	PER LABEL	0.05	0.05			
106									
107		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
108	99	CNS	MORTGAGE REFINANCE FEE	EACH	50.00	50.00			
109	100	CNS	REHAB LOAN APPLICATION FEE	EACH	200.00	200.00			
110	101	CNS	FAÇADE PROGRAM - 50% AMI AND BELOW	EACH	60.00	60.00	ELIGIBILITY FEE		
111	102	CNS	FAÇADE PROGRAM - 51% - 60% AMI	EACH	250.00	250.00	ELIGIBILITY FEE		
112	103	CNS	FAÇADE PROGRAM - 61% TO 80% AMI	EACH	500.00	500.00	ELIGIBILITY FEE		
113	104	CNS	PRIORITY HOME REPAIR APPLICATION FEE	EACH	60.00	60.00			
114	105	CNS	RENTAL REHAB APPLICATION FEE	PER LOAN	100.00	100.00			
115									
116		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
117	106	DPW	ADDITIONAL GARBAGE SERVICE (1 TONER)	PER MONTH	13.00	13.00			
118	107	DPW	APPLIANCE STICKER	EACH	25.00	25.00			
119	108	DPW	ENCROACHMENT PERMIT APPLICATION FEE	EACH	100.00	100.00			
120	109	DPW	ENCROACHMENT PERMIT CERTIFICATE FEE	EACH LOCATION	50.00	50.00	SAME AS RENEWAL FEE		
121	110	DPW	ENCROACHMENT 1-YEAR RENEWAL	EACH	25.00	25.00			
122	111	DPW	ENCROACHMENT 1-YEAR RENEWAL (INSPECTION REQ'D)	EACH	50.00	50.00			
123	112	DPW	ENCROACHMENT PERMIT TO WORK IN R-O-W	PER UNIT	10.00	10.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)		
124	113	DPW	GARBAGE CART REPLACEMENT - DAMAGED BY USER	EACH	55.00	55.00			
125	114	DPW	GARBAGE SERVICE - SMALL BUSINESS	PER MONTH	16.00	16.00	INCLUDES CHURCHES AND NON-PROFITS		
126	115	DPW	GARBAGE SERVICE - UNAUTHORIZED USE OF CARTS	PER INCIDENT	50.00	50.00			
127	116	DPW	GARBAGE SERVICE - REPLACE LOST/STOLEN CART	EACH	55.00	55.00			
128	117	DPW	GARBAGE SERVICE - NEW SERVICE STARTUP	EACH	55.00	55.00			
129	118	DPW	GARBAGE SERVICE - MIXED REFUSE STICKER	EACH	3.00	3.00	BUY 4 FOR \$10 - UNIT PRICE \$2.5/EA		
130	119	DPW	FEE FOR SPECIAL COLLECTION OF ILLEGAL MATERIALS	EACH	50.00	50.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)		
131	120	DPW	FEE FOR BULK YARD WASTE DROP OFF (DURING REGULAR HOURS) - BY APPOINTMENT ONLY	EACH	25.00	25.00			
132	121	DPW	REPLACE EMPLOYEE ID/ACCESS TKC CARD	PER LOST CARD	10.00	10.00	REACTIVATED FEE		
133	122	ENGINEERING	STORM SEWER CONNECTION FEE	EACH	1,200.00	1,200.00	CONNECTION FEE ONLY, WORK BY OTHERS		
134	123	DPW	TREE REPLACEMENT PLANTING FEE	EACH	200.00	200.00			
135	124	DPW	TREE REMOVAL FEE (12" AND UNDER DIAMETER)	EACH	200.00	200.00	TREE MEASURED AT 4' ABOVE GRADE		
136	125	DPW	TREE REMOVAL FEE (12" - 18" DIAMETER)	EACH	500.00	500.00	TREE MEASURED AT 4' ABOVE GRADE		
137	126	DPW	TREE REMOVAL FEE (18" - 24" DIAMETER)	EACH	650.00	650.00	TREE MEASURED AT 4' ABOVE GRADE		
138	127	DPW	TREE REMOVAL FEE (24" - 30" DIAMETER)	EACH	750.00	750.00	TREE MEASURED AT 4' ABOVE GRADE		

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3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
139	128	DPW	TREE REMOVAL FEE (30" - 36" DIAMETER)	EACH	1,000.00	1,000.00	TREE MEASURED AT 4' ABOVE GRADE		
140	129	DPW	TREE REMOVAL FEE (36" - 42" DIAMETER)	EACH	1,700.00	1,700.00	TREE MEASURED AT 4' ABOVE GRADE		
141	130	DPW	TREE REMOVAL FEE (42" AND OVER DIAMETER)	EACH	1,900.00	1,900.00	TREE MEASURED AT 4' ABOVE GRADE		
142	131	DPW	HANG AND/OR REMOVE BANNER	EACH REQUEST	450.00	450.00	EACH ADDITIONAL BANNER: \$50.00		
143	132	DPW	USE OF BIKE PATH FOR ORGANIZED EVENTS	EACH EVENT	200.00	200.00	PER EVENT		
144	133	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER DAY	500.00	500.00	EXCLUSIVE USE OF HACKLEY PARK FOR SPECIAL ECENTS USING A LIQUOR LICENSE		
145	134	DPW (PARKS)	EXCLUSIVE USE OF PERE MARQUETTE LARGE OVAL FOR SPECIAL EVENTS	PER DAY	250.00	250.00	EACH VEHICLE MUST HAVE BEACH PARKING PASS		
146	135	DPW (PARKS)	EXCLUSIVE USE OF HARBOUR TOWNE BEACH FOR SPECIAL EVENTS	PER DAY	1,500.00	1,500.00			
147	136	DPW (PARKS)	USE FEE IN ADDITION TO SPECIAL EVENT APPUCLATION FEE	PER DAY	125.00	125.00			
148	137	DPW (PARKS)	CLEANING DEPOSIT FOR EXCLUSIVE USE OF HACKLEY, PERE MARQUETTE OR MARGARET DRAKE ELLIOTT PARKS - SPECIAL EVENT	EACH	50.00	50.00			
149	138	DPW (PARKS)	PARK BUILDING USE	PER SESSION	175.00	175.00	11AM-7PM RENTAL (\$50 REFUNDABLE FOR CLEANING DEPOSIT)		
150	139	DPW (PARKS)	PARK BUILDING USE	PER DAY	225.00	225.00	9AM-11PM RENTAL (\$50 REFUNDABLE FOR CLEANING DEPOSIT)		
151	140	DPW (PARKS)	PARK BUILDING USE	PER SESSION	125.00	125.00	9-3 or 4-11 SESSIONS (+\$50 REFUNDABLE FOR CLEANING DEPOSIT)		
152	141	DPW (PARKS)	PARK BUILDING USE (CLEANING/SECURITY DEPOSIT)	EACH	50.00	50.00	All buildings		
153	142	DPW (PARKS)	MC GRAFT PARK MUSIC BOWL	HOURL	45.00	45.00			
154	143	DPW (PARKS)	PARKS (LIGHT COSTS SPORT FIELDS & COURTS)	EACH	40.00	40.00			
155	144	DPW (PARKS)	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED		
156	145	DPW (PARKS)	PARKS (USE OF GARBAGE CANS)	EACH	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED		
157	146	DPW (PARKS)	SPORTS FIELD & COURT RENTAL (EXCLUDES SETUP SERVICES)	2 HOUR RENTAL	25.00	25.00			
158	147	DPW (PARKS)	CHANNEL SHELTER RENTAL	PER DAY	50.00	50.00	9am-11pm		
159	148	DPW (PARKS)	CHANNEL SHELTER RENTAL	EACH SESSION	25.00	25.00	Sessions are 9 am-3 pm or 4 pm-11 pm		
160	149	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	30.00	30.00	Kruse#4 & Margaret Drake Elliot Sessions are 9 am-3 pm or 4 pm-11 pm		
161	150	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	100.00	50.00	Seyferth Park Sessions are 9 am-3 pm or 4 pm-11 pm		
162	151	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	60.00	60.00	Kruse#4 & Margaret Drake Elliot from 9am-11pm		
163	152	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	175.00	100.00	Seyferth Park	-42.86%	
164	153	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	25.00	25.00	Kruse 1, 2 and 3 from Sessions are 9 am-3 pm or 4 pm-11 pm		
165	154	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	75.00	75.00	Beachwood Sessions are 9 am-3 pm or 4 pm-11 pm		
166	155	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	50.00	50.00	Campbell and Smith Ryerson Sessions are 9 am-3 pm or 4 pm-11 pm		
167	156	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	75.00	75.00	Campbell and Smith Ryerson		
168	157	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	50.00	50.00	For Kruse 1, 2 and 3 from 9am-11pm		
169	158	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	125.00	125.00	Beachwood 9am-11pm		
170	159	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	0.00	25.00	Beukema Pavilion Sessions are 9 am-3 pm or 4 pm-11 pm	*NEW FEE*	
171	160	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	0.00	50.00	Beukema Pavilion	*NEW FEE*	
172	161	DPW (PARKS)	PICNIC SHELTER RENTAL RESERVATION CHANGE	EACH	15.00	15.00			
173	162	DPW (PARKS)	CLEANING FEE FOR RENTALS	EACH	75.00	75.00	NOT CHARGED IF FACILITY LEFT CLEAN		
174	163	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	EACH SESSION	25.00	25.00			
175	164	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	PER DAY	50.00	50.00	9am-11pm		
176	165	DPW (PARKS)	WEDDING RESERVATIONS-MCGRAFT LAGOON	EACH	150.00	150.00			
177	166	DPW (PARKS)	WEDDING RESERVATIONS-PERE MARQUETTE	EACH	175.00	175.00			
178	167	DPW (PARKS)	WEDDING RESERVATIONS-CHANNEL AREA (INCLUDES SHELTER)	EACH	200.00	200.00	WEDDING RESERVATIONS		
179	168	DPW (PARKS)	ICE CREAM MACHINE RENTAL INCLUDING 2-BAGS OF ICE CREAM MIX	EACH	500.00	500.00			
180	169	DPW (PARKS)	ICE CREAM MACHINE DEPOSIT	EACH	250.00	250.00			
181	170	DPW (PARKS)	ICE CREAM MACHINE MIX - ADDITIONAL BAG	EACH	30.00	30.00			
182	171	DPW (PARKS)	KEY DEPOSIT (RESTROOM)	EACH	25.00	25.00			
183	172	DPW (PARKS)	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED		
184	173	DPW (PARKS)	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED		
185	174	DPW (PARKS)	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED		
186	175	DPW (PARKS)	CITY SERVICES (LABOR PARKS OR DPW STAFF)	PER HOUR	60.00	60.00			
187	176	DPW (PARKS)	RENTAL OF PORTABLE STAGE	EACH	100.00	100.00			
188	177	DPW (PARKS)	RENTAL OF BLEACHERS	EACH	100.00	100.00			
189	178	DPW (PARKS)	BEACH PARKING DAILY RATE MON-THURS	EACH	7.00	7.00			
190	179	DPW (PARKS)	BEACH PARKING DAILY RATE WEEKENDS	EACH	10.00	10.00			
191	180	DPW (PARKS)	BEACH PARKING ANNUAL PASS	EACH	20.00	20.00			
192									
193		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
194	181	ENGINEERING	WIDE LOAD PERMIT	EACH	50.00	50.00			
195	182	ENGINEERING	CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)	EACH	8.00	8.00			
196	183	ENGINEERING	CHARGE FOR BID DOCUMENTS	EACH	40.00	40.00			
197	184	ENGINEERING	STORM WATER MANAGEMENT REVIEW FEE	EACH REVIEW	2,000.00	2,000.00	ADDITIONAL FEES MAY APPLY AS NEEDED		
198	185	ENGINEERING	REPLACE/ INSTALL RESIDENTIAL DRIVEWAY IN RIGHT OF WAY	EACH UNIT	25.00	25.00	SIDEWALK/DRIVE APPROACHES, LANDSCAPING		
199	186	ENGINEERING	UTILITY ANNUAL PERMIT FEE	EACH	1,750.00	1,750.00			
200	187	ENGINEERING	UTILITY CUT PERMIT FEE	UNIT	20.00	20.00			
201	188	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL- PAVEMENT <4 YEARSOLD)	SQUARE YARD	100.00	100.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE		
202	189	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL- PAVEMENT 4-9 YEARSOLD)	SQUARE YARD	75.00	75.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE		
203	190	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL- PAVEMENT >10 YEARSOLD)	SQUARE YARD	50.00	50.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE		
204	191	ENGINEERING	ROAD CLOSURE (EXCLUDING SPECIAL EVENTS)	EACH	25.00	25.00			
205	192	ENGINEERING	DUMPSTER IN ROAD OR RIGHT OF WAY	EACH	25.00	25.00			
206	193	ENGINEERING	REPLACE/ INSTALL SIDEWALK IN RIGHT OF	EACH UNIT	25.00	25.00			

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3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
207	194	ENGINEERING	REPLACE/ INSTALL COMMERCIAL DRIVEWAY IN RIGHT OF WAY	EACH UNIT	50.00	50.00			
208									
209		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
210	195	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LOCAL			SERVICE NOW FREE VIA EMAIL		
211	196	ENV SERVICES	ALERT NOTIFICATION - FAX	ANNUAL - LONG DISTANCE			SERVICE NOW FREE VIA EMAIL		
212									
213		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
214	197	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE	FIRST VIOLATION	50.00	50.00	PLUS HOURLY COST FOR WORK PERFORMED.		
215	198	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	10.00	10.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT \$50 (E.G. 2ND VIOLATION = \$60; 3RD = \$70, ETC		
216	199	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS	FIRST VIOLATION	90.00	100.00	PLUS HOURLY COST FOR WORK PERFORMED.	11.11%	
217	200	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	15.00	20.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT \$90 (E.G. 2ND VIOLATION = \$105; 3RD = \$120, ETC	33.33%	
218	201	PUBLIC SAFETY - CODE ENFORCEMENT	LATE FEE ON INVOICES OVER 30 DAYS	EACH INVOICE	10.00	15.00		50.00%	
219	202	PUBLIC SAFETY - CODE ENFORCEMENT	CE DISPOSAL FEE	EACH INVOICE	35.00	50.00		42.86%	
220									
221		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
222	203	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	0.00	0.00	VACANT LESS THAN ONE YEAR		
223	204	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	100.00	100.00	VACANT 1 YEAR OR MORE (RESIDENTIAL)		
224	205	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	500.00	500.00	VACANT 1 YEAR OR MORE (COMMERCIAL)		
225	206	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	500.00	500.00	VACANT 1 YEAR OR MORE (INDUSTRIAL)		
226	207	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING			VACANT 5 YEARS BUT LESS THAN 10 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$3,500.		
227	208	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING			VACANT 10 YEARS		
228	209	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING			EACH YEAR VACANT BEYOND 10 YEARS		
229	210	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (31-60 DAYS LATE)	OCCURRENCE	25.00	25.00	NON-REFUNDABLE FEE		
230	211	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (61-90 DAYS LATE)	OCCURRENCE	35.00	35.00	NON-REFUNDABLE FEE		
231	212	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION - FORMAL APPEAL FEE	OCCURRENCE	50.00	50.00	NON-REFUNDABLE FEE		
232									
233		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
234	213	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (LONG TERM)	SINGLE UNIT	80.00	100.00	INCLUDES ONE INSPECTION EVERY 3 YEARS FOR COMPLIANCE	25.00%	
235	214	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (SHORT TERM)	SINGLE UNIT	100.00	250.00	INSPECTIONS FOR SHORT TERM RENTALS	150.00%	
236	215	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	DUPLEX	90.00	90.00	INCLUDES ONE INSPECTION EVERY 3 YEARS FOR COMPLIANCE		
237	216	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - BASE)	3 UNITS	110.00	110.00	INCLUDES ONE INSPECTION EVERY 3 YEARS FOR COMPLIANCE		
238	217	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - PER PARCEL OVER 3)	PER UNIT OVER 3	15.00	15.00	INCLUDES ONE INSPECTION EVERY 3 YEARS FOR COMPLIANCE		
239	218	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW FIRST TIME OR LATE CANCELLATION)	PER UNIT	70.00	70.00	FEE ASSESSED FOR NO-SHOW/LOCK OUT OR LATE CANCELLATION		
240	219	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE	OCCURRENCE	70.00	70.00	FEE ASSESSED WHEN A 3RD CANCELLATION IS RECEIVED BY CUSTOMER OR AGENT		
241	220	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE (STARTING WITH 4TH CANCELLATION)	XTRA PER TIME AFTER ONE OCCURRENCE	15.00	15.00	ADDED TO BASE CANCELLATION FEE; EACH CANCELLATION INSTANCE WILL CAUSE FEE TO INCREASE BY AN ADDITIONAL \$15.00		
242	221	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW EACH ADDT'L TIME OR LATE CANCELLATION)	PER UNIT	25.00	25.00	ADDED TO BASE NO SHOW FEE; EACH NO SHOW INSTANCE WILL CAUSE INSPECTION FEE TO INCREASE BY AN ADDITIONAL \$20.00		
243	222	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION FEE	PER UNIT	50.00	50.00	FEE TO BE ASSESSED TO PROPERTIES NOT BROUGHT INTO COMPLIANCE AFTER THE FIRST INSPECTION		
244	223	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION (STARTING WITH 2ND REINSPECTION)	PER UNIT	15.00	15.00	ADDED TO BASE NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL \$15.00		
245	224	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (1ST EXTERIOR ONLY REINSPECTION)	PER UNIT	40.00	40.00	FEE ASSESSED TO PROPERTIES IN COMPLIANCE INTERIOR REQUIREMENTS BUT NOT IN COMPLIANCE WITH EXTERIOR REQUIREMENTS BY FIRST INSPECTION		
246	225	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (STARTING WITH 2ND EXTERIOR ONLY REINSPECTION)	PER UNIT	20.00	20.00	ADDED TO BASE EXTERIOR NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE EXTERIOR NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL \$15.00		
247	226	PUBLIC SAFETY - RENTAL	LATE FEE FOR NON-PAYMENT OF RENTAL REGISTRATION ANNUAL FEE	EACH PROPERTY VIOLATION	15.00	20.00	FEE CHARGED AFTER 30 DAYS	33.33%	
248	227	PUBLIC SAFETY - RENTAL	HOUSING-WARRANT INSPECTION FEE	EACH	150.00	150.00			
249	228	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - FIRST 5 BOARDS	PER INSTANCE	40.00	40.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP		
250	229	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - 6 OR MORE BOARDS	PER INSTANCE	60.00	60.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP		
251	230	PUBLIC SAFETY - ENV SERVICES	ADMINISTRATIVE OVERHEAD ON DEMOLITIONS	PER UNIT	20.0%	20.0%	BASED ON THE CONTRACTORS PRICE TO DEMOLISH		
252									
253		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
254	231	FARMERS' MARKET	DAILY - SATURDAY	DAILY	30.00	36.00	SATURDAY ONLY	20.00%	
255	232	FARMERS' MARKET	DAILY - WEEKDAY	DAILY	15.00	20.00	WEEKDAYS WITH NO TIERS	33.33%	
256	233	FARMERS' MARKET	TIER 1 - CORNER	7 MONTHS	480.00	678.00		41.25%	
257	234	FARMERS' MARKET	TIER 1 - REGULAR	7 MONTHS	443.00	628.00		41.76%	
258	235	FARMERS' MARKET	TIER 2 - REGULAR NO PARKING	7 MONTHS	266.00	528.00		98.50%	
259	236	FARMERS' MARKET	WINTER MARKET-GARAGE DOOR	DAILY	30.00	30.00			
260	237	FARMERS' MARKET	WINTER MARKET- SMALL TABLE	DAILY	20.00	20.00			
261	238	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY A	PER SESSION	250.00	350.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	40.00%	
262	239	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY B	PER SESSION	250.00	350.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	40.00%	
263	240	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY C	PER SESSION	250.00	350.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	40.00%	
264	241	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY D	PER SESSION	100.00	150.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	50.00%	
265	242	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - MARKET STAGE	PER SESSION	50.00	50.00	9:00 AM TO 1:00 PM OR 1:30 PM TO 5:30 PM OR 6:00 PM TO 10:00 PM		
266	243	FARMERS' MARKET	SNAP/DOUBLE-UP FOOD BUCKS ADMIN FEE	2% OF TRANSACTION	2.0%	5.0%	FEE FOR COST OF TRANSACTION ADMINISTRATION	150.00%	
267	244	FARMERS' MARKET	DEALERS \$50/PER YEAR INCREMENTAL MAX \$400.00		50.00	100.00		100.00%	
268	245	FARMERS' MARKET	FOOD TRUCKS - SATURDAY ELECTRICITY AND WATER		0.00	10.00		*NEW FEE*	

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3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
269	246	FARMERS' MARKET	CONCESSION VENDORS	PER STALL	0.00	50.00		*NEW FEE*	
270	247	FARMERS' MARKET	FOOD TRUCKS - SATURDAY ELECTRICITY AND OR WATER		0.00	10.00		*NEW FEE*	
271	248	FARMERS' MARKET KITCHEN	KITCHEN USE - PREP/TABLETOP -REGULAR USER	PER HOUR	12.00	14.00		16.67%	
272	249	FARMERS' MARKET KITCHEN	KITCHEN USE - PROCESSING - REGULAR USER	PER HOUR	15.00	18.00		20.00%	
273	250	FARMERS' MARKET KITCHEN	KITCHEN USE - CATERING - REGULAR USER	PER HOUR	15.00	18.00		20.00%	
274	251	FARMERS' MARKET KITCHEN	KITCHEN DRY STORAGE SMALL - MONTHLY	PER MONTH	20.00	20.00			
275	252	FARMERS' MARKET KITCHEN	KITCHEN DRY STORAGE LARGE - MONTHLY	PER MONTH	0.00	30.00		*NEW FEE*	
276	253	FARMERS' MARKET KITCHEN	KITCHEN COOLER 1/2 SHELF - MONTHLY	PER MONTH	0.00	15.00	COOLER SPACE	*NEW FEE*	
277	254	FARMERS' MARKET KITCHEN	KITCHEN FREEZER FULL SHELF - MONTHLY	PER MONTH	0.00	15.00	FREEZER SPACE	*NEW FEE*	
278	255	FARMERS' MARKET KITCHEN	KITCHEN OTHER STORAGE	PER MONTH	0.00	10.00	FREEZER SPACE	*NEW FEE*	
279	256	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT REGULAR USER	PER RENTAL	50.00	50.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC.		
280	257	FARMERS' MARKET KITCHEN	KITCHEN USE -APPLICATION FEE FOR REGULAR USER	PER RENTAL	20.00	20.00	INCLUDES ONE KEY CARD		
281	258	FARMERS' MARKET KITCHEN	KITCHEN USE -OCCASIONAL OR ONE TIME USE	PER HOUR	25.00	40.00		60.00%	
282	259	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT OCCASIONAL OR ONE TIME USE	PER RENTAL	100.00	100.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC		
283	260	FARMERS' MARKET KITCHEN	KITCHEN USE - APPLICATION FEE OCCASIONAL OR ONE TIME USE	PER RENTAL	20.00	20.00			
284	261	FARMERS' MARKET KITCHEN	KITCHEN USE - REPLACEMENT KEY	PER CARD	10.00	10.00			
285	262	FARMERS MARKET KITCHEN	CANCELLATION FEE	PER OCCURRENCE			CANCELLATION IS WITHOUT CHARGE IF MADE UP TO SEVEN DAYS IN ADVANCE; LESS THAN 7 DAYS NOTICE CHARGED THE FULL RENTAL RATE		
286									
287		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
288	263	FINANCE	REPLACEMENT OF LOST PAYROLL CHECK	EACH OCCURRENCE	25.00	25.00			
289	264	FINANCE	COPIES OF CITY BUDGET OR CAFR	EACH	25.00	25.00			
290									
291		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
292	265	FIRE	FIRE REPORT COPY (MAJOR FIRE)	EACH	15.00	15.00			
293	266	FIRE	FIRE REPORT COPY (REGULAR)	EACH	5.00	5.00			
294	267	FIRE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	12.00	12.00			
295	268	FIRE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	15.00	15.00			
296	269	FIRE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	15.00	15.00			
297	270	FIRE	INSURANCE ADMINISTRATION ESCROW	EACH INCIDENT	15.00	15.00	PLUS RELATED COURT COSTS		
298	271	FIRE	FIRE INSPECTION ADDITIONAL VISIT	EACH INCIDENT	20.00	20.00	RE-INSPECTION/REPAIR/COMPLAINT		
299	272	FIRE	ARSON FIRE RESTITUTION FEE	PER HR ON CALL	50.00	50.00	PLUS RELATED COURT COSTS		
300	273	FIRE	FALSE ALARM FEE	PER HR ON CALL	30.00	30.00	AFTER 3RD FALSE ALARM IN ONE YEAR		
301	274	FIRE	WILLFUL NEGLIGENCE FIRE FEE	PER HR ON CALL	25.00	25.00			
302	275	FIRE	CONFINED SPACE RESCUE FEE	PER HR ON CALL	100.00	100.00			
303	276	FIRE	ICE RESCUE CALL	PER HR ON CALL	60.00	60.00			
304	277	FIRE	DOWNGED POWER LINE	PER HR	60.00	60.00	AFTER FIRST FIFTEEN MINUTES, PER HOUR RATE		
305	278	FIRE	SPECIAL USE PERMITS (PER UFC)	EACH PER YEAR	25.00	25.00			
306	279	FIRE	STRUCTURE FIRE RESPONSE	EACH	500.00	500.00	CHARGED TO OWNER'S INSURANCE (RESIDENTAL / COMMERCIAL)		
307	280	FIRE	PI ACCIDENT RESPONSE	PER HR	60.00	60.00	CHARGED TO AT FAULT DRIVER'S AUTO INSURANCE COMPANY		
308									
309		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
310	281	FLEA MARKET	DEALERS SPACE - CORNER COVERED SPACE	DAILY	15.00	15.00			
311	282	FLEA MARKET	DEALERS SPACE - 10 x 15 COVERED SPACE	DAILY	12.00	12.00			
312	283	FLEA MARKET	DEALERS SPACE - 10 x 30 ASPHALT SPACE	DAILY	10.00	10.00			
313									
314		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
315	284	INCOME TAX	DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE	EACH	15.00	15.00	PLUS RELATED PENALTIES & INTEREST		
316									
317		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
318	285	PUBLIC SAFETY - BUILDING	BUILDING CONTRACTOR REGISTRATION FEE	EACH	15.00	25.00		66.67%	
319	286	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (COMMERCIAL)	EACH	25% of Value; Min \$120.00	25% of Value; Min \$150.00		#VALUE!	
320	287	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (GARAGE)	EACH	60.00	75.00		25.00%	
321	288	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (RESIDENTIAL)	EACH	120.00	150.00		25.00%	
322	289	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1-\$1,000 VALUE)	EACH	55.00	65.00		18.18%	
323	290	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1,001-\$2,000 VALUE)	BASE	55.00	65.00		18.18%	
324	291	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1,000-\$2,000 VALUE)	EACH ADDITIONAL \$100	3.50	3.50			
325	292	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	BASE	92.75	92.75			
326	293	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	EACH ADDITIONAL \$1,000	15.38	15.38			
327	294	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	BASE	463.00	463.00			
328	295	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	EACH ADDITIONAL \$1,000	11.50	11.50			
329	296	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	BASE	753.00	753.00			
330	297	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	EACH ADDITIONAL \$1,000	8.00	8.00			
331	298	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	BASE	1,150.00	1,150.00			
332	299	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	EACH ADDITIONAL \$1,000	6.40	6.40			
333	300	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	BASE	3,731.00	3,731.00			
334	301	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	5.45	5.45			

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3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
335	302	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	BASE	6,449.00	6,449.00			
336	303	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	4.15	4.15			
337	304	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (INSPECTION-SPECIAL REINSPECTION, ETC.)	PER HOUR	65.00	150.00	NO MINIMUM	130.77%	
338	305	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE)	EACH	50.00%	50.00%	OF REGULAR BUILDING PERMIT FEE		
339	306	PUBLIC SAFETY - BUILDING	BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)	PERMIT FEE	65.00%	65.00%	OF APPLICABLE PERMIT FEE		
340	307	PUBLIC SAFETY - BUILDING	CONSTRUCTION BOARD OF APPEALS APPLICATION FEE	EACH	500.00	500.00			
341	308	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASE PERMIT)	BASE	65.00	75.00		15.38%	
342	309	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)	EACH	9.00	9.00			
343	310	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (CIRCUITS)	EACH	6.00	6.00			
344	311	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (DISHWASHER)	EACH	9.00	9.00			
345	312	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)	EACH	45.00	45.00			
346	313	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)	EACH 50'	9.00	9.00			
347	314	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)	EACH	75.00	75.00			
348	315	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)	EACH	150.00	150.00			
349	316	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)	EACH DEVICE	8.00	8.00			
350	317	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FURNACE-UNIT HEATER)	EACH	9.00	9.00			
351	318	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)	PER HOUR	45.00	45.00	MINIMUM 1 HOUR		
352	319	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00			
353	320	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)	HOUR	60.00	60.00	MINIMUM 1 HOUR		
354	321	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	HOUR	50.00	50.00	MINIMUM 1 HOUR		
355	322	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA OR HP UP TO 20)	EACH	9.00	9.00			
356	323	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 21 TO 50)	EACH	15.00	15.00			
357	324	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 50 AND OVER)	EACH	18.00	18.00			
358	325	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)	EACH	10.00	10.00			
359	326	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)	EACH	45.00	45.00			
360	327	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (MOBILE HOME SITE)	EACH	9.00	9.00			
361	328	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)	EACH	10.00	10.00			
362	329	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)	EACH	8.00	8.00			
363	330	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)	EACH	15.00	15.00			
364	331	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)	EACH	20.00	20.00			
365	332	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)	EACH	23.00	23.00			
366	333	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)	EACH	30.00	30.00			
367	334	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/GFI ONLY)	EACH	50.00	50.00			
368	335	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS LETTER)	EACH	15.00	15.00			
369	336	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS NEON)	EACH 25'	2.00	2.00			
370	337	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS UNIT)	EACH	10.00	10.00			
371	338	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)	EACH	45.00	45.00			
372	339	PUBLIC SAFETY - BUILDING	ELECTRICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE		
373	340	PUBLIC SAFETY - BUILDING	FIRE ALARM PLAN REVIEW FEE	EACH	25.00%	25.00%	OF PERMIT FEE FOR ANY SYSTEM OVER 10 DEVICES		
374	341	PUBLIC SAFETY - BUILDING	GARAGE MOVING FEE	EACH	200.00	200.00			
375	342	PUBLIC SAFETY - BUILDING	BUILDING MOVING FEE (EXCEPT GARAGE)	EACH	500.00	500.00			
376	343	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE INSPECTION FEE	EACH	80.00	100.00		25.00%	
377	344	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE RE-INSPECTION FEE	EACH	50.00	50.00			
378	345	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)	EACH	20.00	20.00			
379	346	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)	EACH	60.00	60.00			
380	347	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)	EACH	5.00	5.00			
381	348	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)	EACH	20.00	20.00			
382	349	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-CHILLER)	EACH	30.00	30.00			
383	350	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)	EACH	30.00	30.00			
384	351	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)	EACH	30.00	30.00			
385	352	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)	EACH	30.00	30.00			
386	353	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)	EACH	30.00	30.00			
387	354	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (BASE PERMIT)	EACH	65.00	75.00		15.38%	
388	355	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)	PER FOOT	0.10	0.10	\$25.00 MINIMUM FEE		
389	356	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)	PER FOOT	0.10	0.10	\$25.00 MINIMUM FEE		
390	357	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)	EACH	150.00	150.00			
391	358	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)	PER HEAD	0.75	0.75	\$20.00 MINIMUM FEE		
392	359	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)	EACH	10.00	10.00			
393	360	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)	EACH	10.00	10.00			
394	361	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILERS)	EACH	30.00	30.00			
395	362	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)	EACH	25.00	25.00			
396	363	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)	EACH	8.00	8.00			
397	364	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)	EACH	20.00	20.00			
398	365	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)	EACH	45.00	45.00			
399	366	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)	EACH	5.00	5.00			

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3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
400	367	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)	EACH	30.00	30.00			
401	368	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)	EACH	30.00	30.00			
402	369	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00			
403	370	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00			
404	371	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)	EACH	30.00	30.00			
405	372	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)	EACH	50.00	50.00			
406	373	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)	EACH	20.00	20.00			
407	374	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)	EACH	30.00	30.00			
408	375	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-WATER HEATER)	EACH	10.00	10.00			
409	376	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HUMIDIFIERS)	EACH	10.00	10.00			
410	377	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-ADDITIONAL)	EACH	45.00	45.00			
411	378	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00			
412	379	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-HOURLY RATE)	EACH	60.00	60.00			
413	380	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	EACH	50.00	50.00			
414	381	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-TURN ON GAS)	EACH	45.00	45.00			
415	382	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)	EACH	5.00	5.00			
416	383	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS)	PER OUTLET	1.00	1.00			
417	384	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS)	EACH	2.00	2.00			
418	385	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)	PER OUTLET	0.50	0.50			
419	386	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (ROOFTOP HVAC UNIT)	EACH	60.00	60.00			
420	387	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-ABOVEGROUND)	EACH	20.00	20.00			
421	388	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-UNDERGROUND)	EACH	25.00	25.00			
422	389	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)	EACH	15.00	15.00			
423	390	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT VENTILATORS)	EACH	10.00	10.00			
424	391	PUBLIC SAFETY - BUILDING	MECHANICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE		
425	392	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (BASE PERMIT)	EACH	65.00	75.00		15.38%	
426	393	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)	EACH	9.00	9.00			
427	394	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)	EACH	9.00	9.00			
428	395	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION ADDITIONAL)	EACH	45.00	45.00			
429	396	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION FINAL)	EACH	45.00	45.00			
430	397	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION HOURLY FEE)	EACH	60.00	60.00	MINIMUM TWO HOURS		
431	398	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)	EACH	50.00	50.00			
432	399	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MANHOLES-CATCHBASINS)	EACH	10.00	10.00			
433	400	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MEDICAL GAS INSTALLATION)	PER OUTLET	8.00	8.00			
434	401	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER 1/4" TO 2")	EACH	10.00	10.00			
435	402	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER OVER 2")	EACH	20.00	20.00			
436	403	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)	EACH	10.00	10.00			
437	404	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 6")	EACH	25.00	25.00			
438	405	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 6")	EACH	10.00	10.00			
439	406	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)	EACH	6.00	6.00			
440	407	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SUB-SOIL DRAINS)	EACH	9.00	9.00			
441	408	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/2")	EACH	30.00	30.00			
442	409	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/4")	EACH	23.00	23.00			
443	410	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1")	EACH	15.00	15.00			
444	411	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--2")	EACH	38.00	38.00			
445	412	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--3/4")	EACH	8.00	8.00			
446	413	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--OVER 2")	EACH	45.00	45.00			
447	414	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE 2" TO 6")	EACH	25.00	25.00			
448	415	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE LESS THAN 2")	EACH	10.00	10.00			
449	416	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE OVER 6")	EACH	50.00	50.00			
450	417	PUBLIC SAFETY - BUILDING	PLUMBING PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE		
451	418	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (GREASE TRAP INSPECTION)	EACH	45.00	45.00			
452	419	PUBLIC SAFETY - BUILDING	PROPERTY MAINTENANCE CODE APPEAL APPLICATION FEE	EACH	100.00	100.00			
453	420	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (RE-ROOF OVER OLD ROOF/1LAYERS MAX)	PER SQUARE	150.00	150.00			
454	421	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP THEN RE-ROOF)	PER SQUARE	250.00	250.00			
455	422	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP, RE-SHEET, THEN RE-ROOF)	PER SQUARE	300.00	300.00			
456	423	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	1 - 10 Outlets	50.00	50.00			
457	424	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	11 - 20 Outlets	100.00	100.00			
458	425	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	Over 20 Outlets - Per Outlet	2.00	2.00			
459									
460		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
461	426	MARINA	30 FOOT SLIP	EACH	2,310.00	2,580.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	11.69%	
462	427	MARINA	40 FOOT SLIP	EACH	3,080.00	3,440.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	11.69%	
463	428	MARINA	60 FOOT SLIP	EACH	4,080.00	4,620.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	13.24%	

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3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
464	429	MARINA	HARD ACCESS (SLIPS 37-46, 69) UNDER 27' ONLY	EACH	1,800.00	1,800.00			
465	430	MARINA	CLASS A MOORING	EACH	583.00	583.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST		
466	431	MARINA	DAILY LAUNCH RAMP	EACH	10.00	10.00			
467	432	MARINA	SEASONAL LAUNCH RAMP STICKER	RESIDENT	50.00	50.00			
468	433	MARINA	SEASONAL LAUNCH RAMP STICKER	NON-RESIDENT	70.00	70.00			
469	434	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	RESIDENT	30.00	30.00			
470	435	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	NON-RESIDENT	45.00	45.00			
471	436	MARINA	END OF SEASON LAUNCH RAMP PERMIT	EACH	30.00	30.00	SOLD AFTER SEPTEMBER 15		
472	437	MARINA	END OF SEASON LATE REMOVAL FEE	PER DAY MINIMUM	32.00	44.00	MINIMUM - FEE CHARGED BASED ON TRANSIENT VESSEL RATES (VESSEL LENGTH) PER STATE DNR	37.50%	
473	438	MARINA	SHOPPERS DOCK	EACH	10.00	10.00	\$10 PER 3 HOURS, 35' DOCKS ONLY		
474									
475		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
476	439	PLANNING	PRECINCT MAPS (LARGE)	EACH	30.00	30.00			
477	440	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	130.00	130.00	HARD COPY		
478	441	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	35.00	35.00	HARD COPY		
479	442	PLANNING	DOWNTOWN PLAN COPY	EACH	30.00	30.00	HARD COPY		
480	443	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	15.00	15.00	PROVIDED ON CD		
481	444	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	15.00	15.00	PROVIDED ON CD		
482	445	PLANNING	DOWNTOWN PLAN COPY	EACH	15.00	15.00	PROVIDED ON CD		
483	446	PLANNING	OPRA, COMMERCIAL REHAB, COMMERCIAL REDEVELOPMENT	EACH	1,000.00	1,000.00	2021 FEES WERE 1,000		
484	447	PLANNING	CRITICAL DUNE	EACH	1500-2500	1500-2500	BASED ON CONSULTANT FEES	RANGES	
485	448	PLANNING	OBSOLETE PROPERTY REHAB FILING & MONITORING FEE	EACH			2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$500)		
486	449	PLANNING	NEZ APPLICATION FEE	EACH	50.00	50.00			
487	450	PLANNING	IFT/CT APPLICATION FEE	EACH			2% OF ABATED TAXES, NOT TO EXCEED \$1,722		
488	451	PLANNING	IFT/CT/OPRA/COMMERCIAL REHAB DISTRICT ESTABLISHMENT IF ON A SEPARATE MEETING FROM CERTIFICATE	EACH	500.00	500.00			
489	452	PLANNING	PERSONAL PROPERTY ABATEMENT FEE	EACH			2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$400)		
490	453	PLANNING	COMMERCIAL REHAB FILING/MONITORING FEE	EACH			2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$500)		
491	454	PLANNING	GROUNDWATER ORDINANCE APPLICATION FEE	EACH	1,000.00	1,000.00			
492	455	PLANNING	BROWNFIELD DEVELOPMENT APPLICATION FEE	EACH	5,000.00	5,000.00	IF TAX CAPTURE FEE BASED ON ACTUAL COSTS		
493	456	PLANNING	PARKS AND RECREATION PLAN	EACH	30.00	30.00	HARD COPY		
494	457	PLANNING	DOWNTOWN RESIDENTIAL PARKING PASS	EACH	50.00	50.00			
495	458	PLANNING	PARKS AND RECREATION PLAN	EACH	15.00	15.00	CD		
496									
497		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
498	459	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (EACH ADDITIONAL PAGE)	EACH	0.25	0.25			
499	460	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (FIRST PAGE)	EACH	5.50	5.50			
500	461	POLICE	BIKE REGISTRATION (CHANGE OWNERSHIP)	EACH	2.00	2.00			
501	462	POLICE	BIKE REGISTRATION (DUPLICATE)	EACH	1.00	1.00			
502	463	POLICE	BIKE REGISTRATION (ENGRAVING)	EACH	0.00	0.00	NO CHARGE		
503	464	POLICE	BIKE REGISTRATION (NEW)	EACH	2.00	2.00			
504	465	POLICE	CITATION COPY	EACH	5.50	5.50			
505	466	POLICE	FALSE ALARM FEE (4TH IN YEAR)	EACH	30.00	30.00			
506	467	POLICE	FALSE ALARM FEE (5TH IN YEAR)	EACH	60.00	60.00			
507	468	POLICE	FALSE ALARM FEE (6TH OR MORE IN YEAR)	EACH	75.00	75.00			
508	469	POLICE	LICENSE TO PURCHASE FEE	EACH	6.00	6.00	INCLUDES \$1.00 COST TO PROVIDE OWNER COPY OF INFORMATION AND \$5.00 NOTARY FEE		
509	470	POLICE	LIQUOR - SPECIAL LICENSE - NEW EVENT (45 DAYS PRIOR TO EVENT)	EACH	150.00	150.00			
510	471	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, OUTSIDE CITY RATE (45 DAYS PRIOR TO EVENT)	EACH	125.00	125.00			
511	472	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, IN CITY RATE (45 DAYS PRIOR TO EVENT)	EACH	75.00	75.00			
512	473	POLICE	LIQUOR - SPECIAL LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	250.00	250.00			
513	474	POLICE	LIQUOR - SPECIAL LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED			
514	475	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (45 DAYS PRIOR TO EVENT)	EACH	40.00	40.00			
515	476	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	60.00	60.00			
516	477	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED			
517	478	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (45 DAYS PRIOR TO EVENT)	EACH	40.00	40.00			
518	479	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	60.00	60.00			
519	480	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED			
520	481	POLICE	OUIL COST RECOVERY FEE	EACH	ACTUAL COSTS	ACTUAL COSTS			
521	482	POLICE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00			
522	483	POLICE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00			
523	484	POLICE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00			
524	485	POLICE	PRELIMINARY BREATH TEST	EACH	5.00	5.00	FOR COURT/PROBATION ORDERED TEST		
525	486	POLICE	VIN INSPECTION	EACH	30.00	30.00			
526	487	POLICE	VEHICLE IMPOUND FEE	EACH	55.00	55.00			
527	488	POLICE	VEHICLE IMPOUND FEE (COURT-ORDERED)	EVERY 30 DAYS	55.00	55.00			
528	489	POLICE	BILL OF SALE PAPERWORK FROM AUCTION REDO	EACH	50.00	50.00			
529	490	POLICE	PAPER DRIVERS LICENSE FOR OUIL ARREST	EACH	10.00	10.00			
530	491	POLICE	TEMPORARY LICENSE PAPER PLATE	EACH	10.00	10.00			

	A	B	C	D	E	F	G	H	I
1		CITY OF MUSKEGON							
2		2023 USER FEES							
3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
531									
532		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
533	492	SPECIAL EVENTS	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED		
534	493	SPECIAL EVENTS	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED		
535	494	SPECIAL EVENTS	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED		
536	495	SPECIAL EVENTS	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK-UP IS REQUIRED		
537	496	SPECIAL EVENTS	FILM & MUSIC EVENTS ADMINISTRATION FEE	EACH	50.00	50.00			
538	497	SPECIAL EVENTS	SPECIAL EVENTS HYDRANT USAGE	PER HYDRANT	100.00	100.00	THIS RATE INCLUDES INSTALLATION/REMOVAL AND TESTING		
539	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	100.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.		
540	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	250.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.		
541	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	400.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.		
542	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	100.00	100.00			
543	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	200.00			
544	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	300.00			
545	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	400.00	400.00			
546	505	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - STRAIGHT TIME)	PER HOUR	40.00	40.00			
547	506	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - 1.5 OVERTIME)	PER HOUR	60.00	60.00			
548	507	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - TRIPLE OVERTIME)	PER HOUR	120.00	120.00			
549	508	SPECIAL EVENTS	PLASTIC TRASH BAGS (1 CASE)	EACH	40.00	40.00			
550	509	SPECIAL EVENTS	CITY SERVICES TRUCK/TRAILER RENTAL MAY BE CHARGED TRANSPORTATION OF BARRICADES, CONES, TABLES & ETC	PER HOUR	60.00	60.00			
551	510	SPECIAL EVENTS	HACKLEY PARK QUADRANT RENTAL	EACH	50.00	50.00			
552	511	SPECIAL EVENTS	HARBOUR TOWNE BEACH USER FEE	PER EVENT	1,500.00	1,500.00			
553	512	SPECIAL EVENTS	TRAIL BICYCLE/WALKING PATHS	PER EVENT	200.00	200.00			
554	513	SPECIAL EVENTS	Road Closure	PER BLOCK	0.00	50.00	Fee applies when road is closed beyond 2 blocks	*NEW FEE*	
555									
556		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
557	514	TREASURER	DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT)	EACH	2.00	2.00			
558	515	TREASURER	PROPERTY TAX PROJECTION/ESTIMATE LETTER	EACH	20.00	20.00			
559	516	TREASURER	NSF CHECK/NSF ACH HANDLING CHARGE	EACH	35.00	35.00			
560	517	TREASURER	TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD)	EACH	3.00	3.00			
561	518	TREASURER	TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD)	EACH	3.00	3.00			
562	519	TREASURER	TRANSACTION SERVICE FEE (PAYMENTS MADE AT WINDOW/O BILL)	EACH	2.00	2.00			
563	520	TREASURER	TRANSACTION ADMINISTRATIVE FEE (CREDIT CARD PAYMENTS BY PHONE)	EACH	5.00	5.00			
564	521	TREASURER	PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION)	EACH	5.00	5.00			
565	522	TREASURER	PROPERTY TAX ROLL ON CD-ROM OR ELECTRONIC FILE	EACH	125.00	125.00			
566	523	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (PERFORMED BY CITY STAFF)	EACH	35.00	35.00	PAYMENT IN ADVANCE W/CREDIT CARD REQUIRED		
567	524	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (SELF-HELP INTERNET LOOKUP)	EACH	20.00	20.00			
568	525	TREASURER	PENALTY ASSESSMENT ON DELINQUENT TAXES	EACH	3.0%	3.0%			
569	526	TREASURER	PROPERTY TAX ADMINISTRATION FEE (PTAF)	EACH	1.0%	1.0%			
570	527	TREASURER	LANDLORD'S AFFIDAVIT FILING	EACH	500.00	500.00			
571	528	TREASURER	CREDIT CARD CONVENIENCE FEE	EACH	2.8%	2.8%			
572									
573		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
574	529	WATER FILTRATION	WATER TEST SAMPLE	PER SAMPLE	80.00	80.00	COVERS STAFF TIME AND LAB WORK		
575	530	WATER-SEWER	DELINQUENT PAYMENT PENALTY	PAST DUE BALANCE	10.00%	10.00%			
576	531	WATER-SEWER	DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)	PAST DUE BALANCE	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00			
577	532	WATER-SEWER	HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE	EACH	50.00	50.00	\$400.00 REFUNDABLE DEPOSIT ALSO REQUIRED		
578	533	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER PERMIT)	EACH	1,200.00	1,200.00	INCLUDES REPAIR AND POSSIBLE REPLACEMENT OF SERVICE		
579	534	WATER-SEWER	METER REPLACEMENT AT OWNER'S REQUEST	EACH	ACTUAL COSTS	ACTUAL COSTS			
580	535	WATER-SEWER	METER RESET AT OWNER'S REQUEST	EACH	35.00	35.00			
581	536	WATER-SEWER	METER TEST	EACH	35.00	35.00			
582	537	WATER-SEWER	METER METER APPOINTMENT	EACH	25.00	25.00			

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3		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
583	538	WATER-SEWER	TEMPORARY (MINIMUM 30 DAY) SERVICE	EACH	25.00	25.00			
584	539	WATER-SEWER	THAWING WATER/SEWER LINE	EACH	200.00	200.00	FIRST VISIT IS FREE - FEE CHARGED PER VISIT AFTER FIRST ONE EACH SEASON		
585	540	WATER-SEWER	TURN ON CHARGE (AFTER HOURS)	EACH	100.00	100.00	CALL IN MINIMUM 3 HOURS		
586	541	WATER-SEWER	TURN ON CHARGE (REGULAR HOURS)	EACH	40.00	40.00			
587	542	WATER-SEWER	TURN ON CHARGE (SEASONAL USE)	EACH	12.50	12.50			
588	543	WATER-SEWER	TURN ON CHARGE (MISSED APPOINTMENT - SAME DAY TURN ON)	EACH	40.00	40.00			
589	544	WATER-SEWER	TV SEWER LATERAL	EACH	100.00	100.00	FEE APPLIED TO SEWER PERMIT IF PROBLEM IS IN THE CITY'S PORTION OF SYSTEM		
590	545	WATER-SEWER	UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)	EACH	200.00	200.00			
591	546	WATER-SEWER	UNAUTHORIZED WATER USE (ADDITIONAL CHARGE FOR CONT'D USE)	PER DAY	20.00	20.00			
592	547	WATER-SEWER	BACKFLOW PREVENTER DEVICE REGISTRATION/AUDIT FEE	ANNUAL FEE-EACH DEVICE	10.00	10.00			
593	548	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,500.00	1,500.00			
594	549	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1"	EACH	2,500.00	2,500.00			
595	550	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,500.00	4,500.00			
596	551	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 2"	EACH	7,300.00	7,300.00			
597	552	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00			
598	553	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00			
599	554	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00			
600	555	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	VARIABLE	VARIABLE	BASED ON CALCULATED CAPACITY	VARIABLE	
601	556	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 2"	EACH	0.00	0.00	TIME & MATERIALS BASIS		
602	557	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 4"	EACH	7,300.00	7,300.00	TIME & MATERIALS BASIS		
603	558	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 6"	EACH	12,800.00	12,800.00	TIME & MATERIALS BASIS		
604	559	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 8"	EACH	20,000.00	20,000.00	TIME & MATERIALS BASIS		
605	560	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 12"	EACH	40,000.00	40,000.00	TIME & MATERIALS BASIS		
606	561	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,500.00	1,500.00			
607	562	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1"	EACH	2,500.00	2,500.00			
608	563	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,500.00	4,500.00			
609	564	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 2"	EACH	7,300.00	7,300.00			
610	565	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00			
611	566	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00			
612	567	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00			
613	568	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	VARIABLE	VARIABLE	BASED ON CALCULATED CAPACITY	VARIABLE	
614	569	WATER-SEWER	STORM WATER CROSS CONNECTION SEWER TREATMENT CHARGE	PER DAY	0.00	0.00			
615	570	WATER-SEWER	LARGE WATERMAIN TAPS	EACH	300.00	300.00	PLUS TIME & MATERIALS		
616	571	WATER-SEWER	SMALL WATER TAPS	EACH	100.00	100.00	SMALL TAP FEE UP TO AND INCLUDING 2" WATER SERVICE		
617	572	WATER-SEWER	RESIDENTIAL FLAT RATE SEWER CHARGE	MONTH	Variable	Variable	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER	BASED ON SEWAGE RATE	
618	573	WATER-SEWER	COMMERCIAL FLAT RATE SEWER CHARGE	MONTH	Variable	Variable	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER	BASED ON SEWAGE RATE	
619									
620		DEPARTMENT	DESCRIPTION	UNIT	2022 FEES	2023 FEES	COMMENTS	CHANGE (IN PERCENTAGE)	
621	574	ZONING	SPECIAL MEETING FEE (PLANNING, ZBA)	PER REQUEST	500.00	500.00			
622	575	ZONING	FENCE PERMIT FEE	EACH	30.00	30.00			
623	576	ZONING	LOT SPLIT REVIEW	EACH	30.00	30.00			
624	577	ZONING	ZONING, GIS MAPS (UP TO 17" x 24")	EACH	15.00	15.00			
625	578	ZONING	ZONING, GIS MAPS (17" x 24" TO 34" x 44")	EACH	25.00	25.00			
626	579	ZONING	PLANNED UNIT DEVELOPMENT (PUD)	EACH	0.00	0.00			
627	580	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - PRELIMINARY	EACH	600.00	600.00			
628	581	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - FINAL	EACH	600.00	600.00			
629	582	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - AMENDMENT	EACH	500.00	500.00			
630	583	ZONING	SIDEWALK BENCH ENCROACHMENT	PER BENCH PER MONTH	5.00	5.00			
631	584	ZONING	SITE PLAN REVIEW FEE - MINOR	EACH	200.00	200.00			
632	585	ZONING	SITE PLAN REVIEW FEE - MAJOR	EACH	400.00	400.00			
633	586	ZONING	PLANNING COMMISSION REVIEW	EACH	600.00	600.00			
634	587	ZONING	SPECIAL USE PERMIT	EACH	600.00	600.00			
635	588	ZONING	ALLEY OR STREET VACATION	EACH	600.00	600.00			
636	589	ZONING	ZONING COMPLIANCE LETTER	EACH	30.00	30.00			
637	590	ZONING	ZONE CHANGE	EACH	600.00	600.00			
638	591	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - COMMERCIAL	EACH	400.00	400.00	COMMERCIAL/INDUSTRIAL ONLY		
639	592	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - RESIDENTIAL	EACH	300.00	300.00	RESIDENTIAL ONLY		
640	593	ZONING	ZONING - AMENDMENT TO THE ORDINANCE	EACH	600.00	600.00			
641	594	ZONING	ZONING ORDINANCE COPY	EACH	25.00	25.00			
642	595	ZONING	ZONING ORDINANCE COPY W/ MAP	EACH	45.00	45.00			
643									
644	596	WESTERN MARKET	APPLICATION FEE	EACH	25.00	25.00			
645	597	WESTERN MARKET	DEPOSIT-REFUNDABLE	EACH	150.00	150.00			
646	598	WESTERN MARKET	EXTRA ELECTRICITY	EACH UNIT	50.00	75.00		50.00%	
647	599	WESTERN MARKET	ABSENCE	PER OCCURRENCE	0.00	100.00		*NEW FEE*	
648	600	WESTERN MARKET	AIRCONDITIONING	EACH SEASON	0.00	300.00		*NEW FEE*	
649	601	WESTERN MARKET	USER FEE 90 SQUARE FEET	EACH SEASON	1,325.00	1,450.00		9.43%	
650	602	WESTERN MARKET	USER FEE 120 SQUARE FEET	EACH SEASON	1,750.00	1,925.00		10.00%	
651	603	WESTERN MARKET	USER FEE 150 SQUARE FEET	EACH SEASON	2,125.00	2,350.00		10.59%	
652									
653			NR * = FEES APPLICABLE TO NON-RESIDENTS OF THE CITY						
654									

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023		Title: Deficit Elimination Plan – Marina Fund	
Submitted By: Kenneth D. Grant		Department: Finance Director	
Brief Summary: To approve the Deficit Elimination plan and resolution for the Marina Fund and direct staff to submit plan to the State of Michigan			
Detailed Summary & Background: At June 30, 2022 the Marina Fund had a \$395,374.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Marina Fund are attached.			
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices			
Amount Requested: \$450,000.00		Amount Budgeted:	
Fund(s) or Account(s): From General Fund to Marina		Fund(s) or Account(s):	
Recommended Motion: To approve the deficit elimination resolution for the Marina Fund.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology Other Division Heads ☒ Communication Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

DEFICIT ELIMINATION PLAN
City of Muskegon
State ID Number 61-2020
Convention Center Fund
January 24, 2023

At June 30, 2022 the City of Muskegon Marina had a deficit \$395,374. Anticipated revenue has failed to keep up with the annual costs and depreciation associated with the Marina.

The City will transfer \$450,000 from the General Fund to eliminate the deficit.

The table below shows the Revenue and Expenditures for FY2021-22 and proposed budget for FY2022-23.

CITY OF MUSKEGON MARINA FUND		
	FY2021-22	PROPOSED FY2022-23
OPERATION REVENUE		
Charges for Service	\$ 282,819	300,000
Other	\$ 9,597	
Total Operating Revenue	\$ 292,416	300,000
OPERATING EXPENSES		
Administration	\$ 11,169	\$ 394,687
Other operations	\$ 345,305	
Depreciation	\$ 107,417	\$ 105,000
Total Operating Expenses	\$ 463,891	\$ 499,687
Operation income(loss)	\$ (171,475)	\$ (199,687)
NONOPERATING REVENUES (EXPENSES)		
Investment Earnings		\$ 50
Interest Expense		
Income(loss) before capital contribution	\$ (171,475)	\$ (199,637)
CAPITAL CONTRIBUTIONS		
Capital grants and Contributions		
Transfers In		\$ 450,000
Change in Net Position	\$ (171,475)	\$ 250,413
Net Position at beginning of year	\$ 757,577	\$ 586,102
Net position at end of year	\$ 586,102	\$ 836,515

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Marina Fund had a \$395,374 deficit balance as of June 30, 2022; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury:

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Marina Fund Deficit Elimination Plan

CITY OF MUSKEGON MARINA FUND		
	FY2021-22	PROPOSED FY2022-23
OPERATION REVENUE		
Charges for Service	\$ 282,819	300,000
Other	\$ 9,597	
Total Operating Revenue	\$ 292,416	300,000
OPERATING EXPENSES		
Administration	\$ 11,169	\$ 394,687
Other operations	\$ 345,305	
Depreciation	\$ 107,417	\$ 105,000
Total Operating Expenses	\$ 463,891	\$ 499,687
Operation income(loss)	\$ (171,475)	\$ (199,687)
NONOPERATING REVENUES (EXPENSES)		
Investment Earnings		\$ 50
Interest Expense		
Income(loss) before capital contribution	\$ (171,475)	\$ (199,637)
CAPITAL CONTRIBUTIONS		
Capital grants and Contributions		
Transfers In		\$ 450,000
Change in Net Position	\$ (171,475)	\$ 250,413
Net Position at beginning of year	\$ 757,577	\$ 586,102
Net position at end of year	\$ 586,102	\$ 836,515

Adopted this _____ day of January 2023

By: _____
Ken Johnson
Its Mayor

By: _____
Ann Marie Meisch, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on January 24, 2023. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023	Title: Deficit Elimination Plan – Brownfield Redevelopment Authority (combined)
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary: To approve the Deficit Elimination plan and resolution for the Brownfield Redevelopment Authority (combined) and direct staff to submit plan to the State of Michigan	
Detailed Summary & Background: At June 30, 2022 the Brownfield Redevelopment Authority (combined) had a \$64,211.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Brown Field Redevelopment are attached.	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices	
Amount Requested: \$	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion approve the deficit elimination resolution for the Brown Field Redevelopment.	
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology Other Division Heads ☒ Communication Legal Review ☒	Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:	

DEFICIT ELIMINATION PLAN
City of Muskegon
State ID Number 61-2020
Brownfield Redevelopment Authority (Scattered Brownfield)
January 24, 2023

At June 30, 2022 the City of Muskegon's Brownfield Redevelopment Authority (combined) had a deficit of \$64,211. This was the first year that the Scattered Brownfield captured taxes. Expenses exceeded the tax captured. For the fiscal year 2022-23, we project that the Scattered Brownfield will have enough tax capture to eliminate the deficit.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITIES		
	FY2021-22	CORRECTED FY2022-23
ASSETS		
Cash and Investments	\$ -	66,000
Total Assets	\$ -	\$ 66,000
LIABILITIES		
Accounts Payable	\$ -	
Accrued Liabilities		
Due to primary government	\$ 64,211	
Advances from primary government	\$ 1,046,980	\$ 1,000,000
Total Liabilities	\$ 1,111,191	\$ 1,000,000
FUND BALANCES (DEFICIT)		
Unassigned	\$ (1,111,191)	\$ (934,000)
Total Liabilities and fund balances	\$ -	\$ 66,000

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Brownfield Redevelopment Authority (combined) had a \$64,211 deficit balance June 30, 2022; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury:

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Brownfield Redevelopment Authority (combined) Deficit Elimination Plan.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITIES		
	FY2021-22	CORRECTED FY2022-23
ASSETS		
Cash and Investments	\$ -	66,000
Total Assets	\$ -	\$ 66,000
LIABILITIES		
Accounts Payable	\$ -	
Accrued Liabilities		
Due to primary government	\$ 64,211	
Advances from primary government	\$ 1,046,980	\$ 1,000,000
Total Liabilities	\$ 1,111,191	\$ 1,000,000
FUND BALANCES (DEFICIT)		
Unassigned	\$ (1,111,191)	\$ (934,000)
Total Liabilities and fund balances	\$ -	\$ 66,000

Adopted this _____ day of January 2023

By: _____
Ken Johnson
Its Mayor

By: _____
Ann Marie Meisch, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on January 24, 2024. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023		Title: Sale of 548 E Dale	
Submitted By: Sharonda Carson		Department: CNS	
Brief Summary: Seeking authorization to sell 548 E Dale to a qualified buyer.			
Detailed Summary & Background: The CNS Department utilized HOME Investment Partnership Program funds to rehabilitate a home at 548 E Dale to sell through our Homebuyer Program. Renovations are completed, and a qualified buyer, Lindsey Sweezer, has put in an offer of \$145,000 with a \$14,000 subsidy, which CNS has accepted. Income from this sale will be reinvested in our programming.			
Goal/Focus Area/Action Item Addressed: Action Item 2022 – 2.4 Develop subsidies to improve housing affordability			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s): N/A		Fund(s) or Account(s): N/A	
Recommended Motion: Adopt the resolution for the sale of 548 E Dale to Lindsey Sweezer and authorize the City Clerk to sign it.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

CITY OF MUSKEGON, MICHIGAN

A RESOLUTION FOR TO APPROVE THE SALE OF 548 E DALE TO LINDSEY SWEEZER

WHEREAS, the City of Muskegon has rehabilitated property at 548 E Dale Avenue, Muskegon, MI 49442 to make the property available for purchase by an income qualified buyer;

NOW, THEREFORE BE IT RESOLVED, that the City of Muskegon Commission hereby authorizes the sale of the property at 548 E Dale to Lindsey Sweezer, a qualified buyer, for \$145,000 with a \$14,000 subsidy; and

BE IT FURTHER RESOLVED, that the City of Muskegon Commission hereby authorizes the Director of Community and Neighborhood Services or their designee to prepare and submit the necessary documentation to execute the sale.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on January 24, 2023.

BY: Ann Meisch, City Clerk

Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023	Title: Housing Board of Appeals, Demolitions
Submitted By: Director Timothy E Kozal	Department: Public Safety
Brief Summary: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.	
Detailed Summary & Background: Housing Board of Appeals has deemed 835 W Forest, 1043 Washington and 1642 Dyson to be in property maintenance violation. Property has been a long-standing area of blight and public nuisance/hazard.	
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>	
Amount Requested: BIDS	Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder	
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

EN1900277-835 W Forest Ave

CC MEETING January 24, 2023

Jesus C Padilla
1741 Division St
Muskegon, MI 49441

Information:

A complaint was received in 2017 regarding the condition of the home. Owner had a permit in place at the time but allowed that permit to expire without inspection. A Dangerous Building enforcement was opened in April of 2019 due to work taking place without permits. On April 4th, 2019 an All-Trades inspection was completed and a violation list was provided to the owner. On April 10th, 2019 the owner pulled a building permit for Dangerous Building repairs. That permit expired in January 2020. Around this time, a new roof was put on the house without a permit or inspections. Work continued on the house without proper permits or inspections until February 2021 when a new building permit was issued. This permit has since expired. There are 6 expired or closed permits since 2017 for building, plumbing, and mechanical projects. On January 19th, 2022 the owner applied for a new permit which only included new drywall and insulation in the living room, 1 bedroom, the kitchen, and 1 bathroom. Permit expired on 7/18/22. Ultimately, staff came to an agreement with the owner to help preserve the property with all the work that had gone into the renovations. The owner and staff agreed to issue permits for individual phases of construction that would expire after 30 days if no inspections were completed. Owner was issued a permit on 8/10/22 for the completion of the siding, and that work was completed and approved through an inspection. The next phase was to complete the roof, soffit, and fascia, so a building permit was issued for that work. However, that work was not completed, and staff has been unable to contact owner since.

Owner Contact:

- On 12/14/20 a Notice and Order was sent and posted.
- On 1/19/22 a 10-day Notice of Hearing was sent and posted.
- On 1/19/22 a 10-day Notice of Hearing was sent and posted.
- On 7/18/22 a 10-Day Notice of Hearing was sent and posted.
- On 8/5/22 Housing Board of Appeals declared the structure for demolition.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

Owner has been in contact with staff regarding ongoing issues at property. Multiple complaint notices, tickets, and letters sent to owner while working without permit. No contact with owner since permits have expired.

Additional Information:

- This is a $\frac{3}{4}$ story, 1536 Sq Ft single family home with an unfinished basement.
- SEV & Taxable value: \$29,700
- Built in N/A. Effective age 51 yrs
- Current property taxes due: \$229.99
- Staff estimated cost for interior/exterior repairs at \$30,000
- 13 enforcement actions for grass, trash, working without permits, and brush since 2019
- The structure is in the Nims neighborhood.

Permits obtained: 3 Building Permits issued since 2021.

- Issued 2/10/2021 for new siding on house. 8/9/2021 that permit expired.
- Issued 1/9/2022 for additional insulation. 7/18/2022 that permit expired.
- Issued 8/10/2022 to complete roofing siding and fascia. 9/12/2022 that permit expired.

1.10.2023 15:06





1:10:2023 15:07

EN1900276 1043 Washington Ave

CC MEETING January 24, 2023

Vince Rostov

4440 Whitewood Farms Dr. NE

Grand Rapids, MI 49525

Information: During a rental inspection in February 2019 staff noted possible dangerous conditions at the property. Staff was unable to properly assess issues due to inaccessibility of the lower-level commercial space. This is a 5-unit, mixed-use building with occupied rental units and a vacant commercial space. Property was sold in June 2019 to current owner, Vince Rostov. Violations noted include failing masonry and foundation, rotten roof framing, and a leaking roof that has compromised interior structural elements. Additionally new, and ongoing work has continued both inside and outside the scope of the now expired permit including new windows throughout and major remodeling of vacant rental units. To date, no new permits have been applied for, and seemingly no corrections to the dangerous building's violation list. Structure remains occupied as a rental without a certificate.

Owner Contact:

- On 4/11/19 a Notice and Order was sent and posted.
- On 4/11/19 a 10-day Notice of Hearing was sent and posted.
- On 5/3/19 a HBA Notice to Table was sent and posted.
- On 11/07/21 A stop work, not complied was issued.
- On 1/19/22 a 10-Day Notice of Hearing was sent and posted.
- On 2/18/22 a 10-Day Notice of Hearing was sent and posted.
- 3/7/22 Housing Board of Appeals declared the structure for demolition.
- On 9/28/22 A stop work, not complied was issued.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

No recent contact with owner.

Additional Information:

- This is a 2 story mixed-use structure approximately 4916 Sq Ft. There are 5 rental units on the west side of the building and the second floor. The first story, east side of the building is a vacant commercial space.
- SEV & Taxable value: \$34,000
- Built in 1900. Effective age N/A.
- Current property taxes due: \$2,139.04
- Utility Billing: \$146.66
- Staff estimated cost for interior/exterior repairs at \$180,000
- 6 enforcement actions for grass, trash, renting without a certificate, and tenant complaints since 2019.
- The structure is in the Nims neighborhood.

Permits obtained: 3 Building permits issued since 2022.

- PB220113 issued 2/22/2022 to remove old flooring from a unit. 8/21/2022 that permit expired.
- PB220167 issued 3/9/2022 for window replacement. 9/5/2022 that permit expired.
- PB220065 issued 7/18/2022 for window replacement and drywall repair in residential units. 1/14/2023 that permit expired.

1:10:2023 14:56





1.10.2023 14:56



1.18.2022 10:40

EN2200505 1642 Dyson Street *FIRE*

CC MEETING January 24, 2023

Mark Rager/Lola Walburn

1642 Dyson St

Muskegon, MI 49442

Information: On or about March 25th, 2022 MFD responded to a fully involved fire at this address. Extensive fire damage throughout living room and bedroom on the main floor. Heat, smoke, and water damage throughout house making the structure uninhabitable. About a week later, staff received word from the Fire Marshall that the basement had been flooded due to a severed water line. Since then, owners have not had any contact with staff regarding an interior fire inspection, abatement plan, or any other intentions they may have for the property. Owners were not insured at the time of the fire.

Owner Contact:

- Fire Inspection Notice was sent on 3/25/22
- DB Complaint Letter was sent on 4/8/22
- DB Inspection Report was sent on 6/23/22
- On 6/23/22 a Notice and Order was sent and posted.
- On 10/18/22 a 10-Day Notice of Hearing was sent and posted.
- On 11/03/2022 Housing Board of Appeals declared the structure for demolition.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

No contact has been made with the owner since the fire.

Additional Information:

- This is a 1 Story, single family house with 824sqft.
- SEV & Taxable value: \$ 15,700
- Built in N/A. Effective age 59yrs.
- Current property taxes due: \$148.06.
- Staff estimated cost for exterior repairs at N/A due to unknown scope of repairs.
- 7 enforcement actions since 2021.
- The structure is in the Marsh Field neighborhood.



1.10.2023 15:13

1:10.2023 15:14





1.10.2023 15:14

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 24, 2023	Title: First Amendment to Parkland Marina, LLC Development Agreement
Submitted By: Jonathan Seyferth	Department: City Manager
Brief Summary: The objective of this amendment is to memorialize the public access commitments within the 350 Shoreline Drive Development Agreement with Parkland Marina, LLC. Public access under the former dedication is temporarily restored until construction commences and new public access is guaranteed within project as a condition to issuing building permits. The amendment also extends certain deadlines and provides a payment to the City from Parkland Marina, LLC in the amount of \$25,000.00.	
Detailed Summary & Background: <i>This first amendment to the development agreement between the City and Parkland Marina, LLC grants the public a temporary license which returns public access to its status prior to the sale of the development property to Parkland Marina, LLC until construction commences. Additionally, the City and Parkland Marina, LLC must approve a new public access instrument prior to the issuance of any building permits. The amendment also increases the purchase price for the development property from \$1.00 to \$25,000.00, extends certain deadlines, and requires the City to vacate the “driveway” within the former dedication pursuant to City ordinance.</i> <i>City staff identified certain public access commitments discussed with the developer that needed to be included or clarified in the written Development Agreement signed March 25, 2021. City staff and the developer met in the Summer of 2022 to discuss putting those commitments in writing. The amendment was delayed due to a lawsuit filed against the City by a neighboring property owner related to the Development Agreement on August 24, 2022. The purchase price increase, deadline extensions, and the requirement for the City to “vacate” the former dedication are included to address issues raised in that lawsuit. In discussion with legal counsel, the new obligations and increased purchase price can potentially resolve the lawsuit which concerns the value received by the City for the sale of the development property. The City receives a commitment by the developer to restore public access now and at the completion of the project, receives an additional \$25,000.00, and the only concession is to extend the developer’s deadline due to delays caused by the lawsuit. This is fair consideration for the development property taking into account that the development property was burdened by a permanent easement for parking lot purposes which could never terminate without the developer’s agreement, the environmental concerns with the development property, and the fact that public access is guaranteed before and after construction of the project. A public hearing would be held to vacate the former dedication’s “driveway.”</i>	

Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>			
Amount Requested:		Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: I motion to approve the First Amendment to the Development Agreement between the City of Muskegon and Parkland Marina, LLC			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “First Amendment”) is made as of January ____, 2023, by and between the **CITY OF MUSKEGON**, a Michigan municipal corporation of 933 Terrace St. (the “City”); and **PARKLAND MARINA, LLC**, a Michigan limited liability company of 75 W. Walton, Ste A, Muskegon, MI 49440 (“Parkland”) (the City and Parkland are sometimes collectively referred to as “Parties”).

RECITALS:

WHEREAS, Parkland is the successor owner of the property formerly owned by SPX Development Corporation located on Terrace Point Drive in Muskegon, Michigan;

WHEREAS, the Parties entered into that certain Development Agreement dated March 25, 2021 (the “Agreement”), for the development of certain property in the City of Muskegon known generally as Parkland Marina and identified as Exhibit A to the Agreement (the “Property”); and

WHEREAS, the Parties desire to enter into this First Amendment for the mutual benefit of the Parties to address the provision of a Public Access and to extend the time for Parkland’s performance of the Agreement in order to facilitate disruptions to the schedule from a circuit court lawsuit initiated by a neighboring property owner against the City.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. **DEFINITIONS.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.
- B. **CONSIDERATION.** The Agreement is amended to provide that Parkland shall pay the City of Muskegon the sum of twenty-five thousand dollars (\$25,000) as consideration for the Property and the termination of the dedications associated with portions of the Property, within five (5) days of execution of this First Amendment.

This amount is adequate consideration for the Property due to the following facts:

1. At all relevant times, the Property has been burdened with a parking easement for the benefit of SPX Development Corporation, and now the Terrace Point Marina and Shoreline Inn. The parking easement precludes the use of the Property for other purposes, and it prevents parties other than marina and lodging guests or employees of the hotel or marina from parking on the Property.
2. The Property is heavily contaminated by hazardous materials due to its historical use as a manufacturing facility. The Property is costly to develop and its market value is diminished by the presence of contaminants. The Property’s parking lot was installed to encapsulate volatile organic compounds within the soils. Monitoring wells dot the site and are inspected annually. Parkland’s proposed indoor boat storage concept allows for the safe use of the Property with minimal disruption of contaminated soils.
3. Parkland is obligated to make millions of dollars of improvements to the Property. Productive use of the privately owned real estate will allow the City, County and local school system to capture tens of thousands of tax dollars annually that have never been

captured while the Property was City owned. The new facility will also create dozens of well-paying jobs.

C. **PUBLIC ACCESS.**

1. Parkland shall provide a five-foot-wide pedestrian “public access” for ingress and egress to the boardwalk which is located on the former SPX waterfront peninsula at the time it develops the new Project. No fishing, rollerblading, vehicles, golf carts, bicycles, swimming or skateboarding, will be allowed. Additional safety limitations will apply if boat launching machinery is used to cross the peninsula. This new permanent public access shall extend from the existing sidewalk located within the Terrace Point Drive right-of-way, along the southwest property line of the property, and include the boardwalk located on the former SPX dedicated waterfront peninsula. Parkland may relocate the path of the public access to a comparable location, to facilitate its development of the Property. Public access shall be determined during the site plan review stage and no building permit will be issued for the Project until the new public access instrument is approved by the City and Parkland, and executed.
2. Parkland immediately grants the general public the temporary right and license to use the same portions of the Property which were formerly authorized to be used for public access under the terminated Dedication dated February 27, 1991, and recorded March 12, 1991 in Liber 1557, Pages 416-425, Muskegon County Records (the “Dedication”) in the same manner previously allowed by the Dedication, until Parkland commences construction of the Project. Parkland also agrees to allow the pushing and pulling of strollers and wagons as permitted uses under the license.

D. **EXTENSION.** Paragraph 2 of the Agreement is amended to replace the reference to “2 years” with “2 years from a final decision or dismissal of Muskegon Circuit Court Case No. 22-3962-CZ, including any related appellate proceedings.

E. **VACATION OF PUBLIC STREET** The Agreement is amended to provide that the City of Muskegon shall cause all areas of the Property which the plaintiff alleges to be public streets in Muskegon Circuit Court Case No. 22-3962-CZ (other than Terrace Point Drive), to be vacated within ninety (90) days from the date of this amendment in accordance with City Ordinances and applicable law.

F. **COUNTERPARTS, BINDING EFFECT, AND DELIVERY** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. This First Amendment shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns. A facsimile or electronic transmission of this First Amendment, as executed, shall constitute delivery and shall be valid and enforceable against the party providing the facsimile or electronic signature.

G. **RATIFICATION.** Except as specifically amended hereby, all other conditions and covenants of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.

[Signatures on next pages]

CITY OF MUSKEGON

Dated: _____, 20__

By: _____
Ken Johnson, its Mayor

Dated: _____, 20__

By: _____
Ann Marie Meisch, its Clerk

STATE OF MICHIGAN)
)

COUNTY OF MUSKEGON) ss

The foregoing signatories, Ken Johnson and Ann Marie Meisch, are known to me, respectively, as the Mayor and Clerk the City of Muskegon, and they acknowledged the foregoing instrument on behalf of the City this _____ day of _____, 20__.

_____, Notary Public

My Commission expires: _____

PARKLAND MARINA, LLC
a Michigan Limited Liability Company

Dated: _____, 2022

By: _____
Jonathan L. Rooks, Manager

STATE OF MICHIGAN)

)

COUNTY OF MUSKEGON) ss

The foregoing signatory, Jonathan L. Rooks is known to me, as the Manager of PARKLAND MARINA, LLC, a Michigan limited liability company, and acknowledged the foregoing instrument on behalf of the Company this _____ day of _____, 20____.

_____, Notary Public

My Commission expires: _____