

REVISED AGENDA
PLANNING COMMITTEE & FINANCE COMMITTEE
Tuesday, February 4, 2020
7:00 PM
Council Chambers- The Hurley Building

Planning Committee: Steve Uebbing, Chair
Jim Terwilliger
Nick Cutri
Dan Unrath

1. General Discussion – Phoenix Street

This matter was last discussed in September 2018 about having a similar program to that of Linden Street in Geneva. Linden Street was driven by the property owners and the businesses on the street, not the City of Geneva. The group (Linden Street Group) is a formal, but not official group that coordinates with each other for programming independent of the City or its BID. The group even has a part-time employee. The City of Geneva did and does accommodate their request to close the street seasonal (Memorial Day to Columbus Day) on Friday and Saturday with some requested Sundays. There was work necessary with the liquor authority to allow property owners to extend their outdoor patio space into the parking areas of the street. The September 2018 discussion resulted in the City Manager working with the BID to coordinate several meetings with the property owners on Phoenix Street to attempt to get a trail running in 2019. Nevertheless, there was little to no interest from the property owners in making the necessary investments and some resistance to the vision. Councilmember Steve Uebbing requested a general discussion on Phoenix Street be added to the agenda for a renewed discussion.

2. City Council Retreat

It is important that City Council, as a group, collectively set priorities and goals via a new strategic plan that can be used to focus our attention and resources on accomplishing. To aid in the strategic planning process, the City Manager has proposed that City Council hold a full day retreat outside of a City facility with an outside facilitator to guide the discussion. This item has been added to the agenda for further discussion.

Finance Committee: Jim Terwilliger, Chair
Nick Cutri
Steve Uebbing
Erich Dittmar

1. Climate Smart Canandaigua – Green Vendor Fair Fee

Climate Smart Canandaigua is requesting permission to charge a fee from vendors intending to participate in the Green Vendor Fair on Saturday, March 28, 2020. The one-time fee would be \$10.00 with payment made to the City of Canandaigua for the purpose of securing a table at this community event. Revenue generated from this fee will be used to cover costs associated with promoting the event, i.e. mailing, posters, boosted Facebook posts, and other media. It is anticipated that approximately 30 vendors to participate. Any revenue left over will be used to promote other CSC-sponsored public activities in FY2020.

2. Erina Hose Company Agreement

Erina Hose Company No.1 is a volunteer fire company which the City of Canandaigua contracts to supplement the paid fire department and a Fire Services Agreement is renewed annually. The 2020 agreement states that, in exchange for at least five (5) active firefighters, the City will contribute 4 quarterly payments of \$875 totaling \$3,500 for the year. To be considered an “active firefighter,” volunteers must attend at least six (6) emergency calls and three (3) drills in each quarter of the calendar year and the Fire Chief shall have the final determination on whether or not a volunteer has met these requirements. Ryan Zhangji has been invited to the meeting to discuss the proposal and answer questions for City Council.

3. 2020 Budget Amendment - Lake Friendly Lawn Care Program

The 2019 Budget included \$10,000 in funding to support to be determined environmental education efforts. As improper use of fertilizers may contribute to harmful algal blooms, increased aquatic plant growth and degradation of water quality and general health concerns have been raised about the use of pesticides and herbicides, City Council partnered with the Town of Canandaigua and the Watershed Association to promote the Lake Friendly Lawn Care Program. This program asks residents and businesses to pledge to and adopt lake friendly lawn care by reducing and/or eliminating the use of fertilizers, planting rain gardens or vegetative buffers and tolerating weeds and pests before considering pesticides and herbicides. In 2019, the City Council contracted with the Watershed Association for signs and promotional materials at a total expense of \$2,500. The balance of \$7,500 was not spent. Councilmember Steve Uebbing requests Council consider appropriating \$7,500 from the 2020 Budget contingency to continue the partnership with the Watershed Association to further promote the program.

4. Surplus Vehicles & Equipment

There are several vehicles and/or equipment that have either been replaced, in the process of being replaced or are no longer in operation (see attached list). In order to dispose of these vehicles, the City Council must first declare the vehicles surplus.

5. Overhead Doors Maintenance

The City's contract for maintenance on overhead doors at all its facilities expired, and on January 10th the City opened bids for this service. Of the three (3) vendors, solicited, two (2) did not submit bids. The only response came from DBA Tri-County Overhead Door (now Alliance Door and Hardware, Inc), located at 55 Alliance Drive in Rochester, NY with a bid of \$6,475.20 with an hourly rate of \$134.90 and a travel charge of \$134.90. Staff recommends awarding the contract to Alliance Door and Hardware, Inc.

6. Mill Street Ground Lease Agreement

In 2012, the City entered into a ground lease agreement with businesses on Main Street for the use of bulk waste receptacles on Mill Street, also known as "dumpster farms. The original agreement included multiple businesses, but currently the only active participant is the Gateway Grille. The initial agreement was for one year including a provision for four (4) additional 12-month terms, and upon mutual consent from both parties has been renewed annually. The agreement and the additional 12-month terms expired at the end of 2019, and needs to be renewed in order to allow Gateway Grille continued access to the dumpster farm. Staff recommends renewing the agreement, and utilizing the structure of the initial contract to include four (4) additional 12-month terms.

7. Salt Building Cover Replacement

The City's Salt Building houses salt that is used to de-ice roadways during snow and ice events. In accordance with MS4 requirements and best management practices, salt should be stored in a covered building. The building which was constructed in 2002 has a concrete base, steel frame with a fabric cover. The fabric has started to fail in several different locations and is in need of replacement. The estimated cost to replace the cover is \$23,291, without accounting for any unforeseen issues with any other portions of the building. The building cover was not scheduled to be replaced in 2020; thus, a capital budget amendment is necessary. Staff is recommending that City Council appropriate \$25,000 for this project from the Capital Reserve.

8. Engineering Work – WIIA Grant Project

Last year the City applied for and has been awarded a Water Infrastructure Improvement Act (WIIA) grant to design and install a redundant water transmission main from the Water Treatment Plant to the storage tanks. This project will prevent a major disruption of water service that would impact not only the City, but surrounding communities if the current transmission main were to have a major leak or break. MRB Group has been working with the City on the project from the original concept and has performed preliminary engineering for this project, including writing the grant application. MRB Group has proffered a proposal to complete the design work, provide bidding services, construction administration and construction observation for a total of \$88,720. City staff recommends that the City Council accept the proposal and award MRB Group a contract for design, construction administration and construction observation of the project.

9. IDA Discussion

At the January 21st Ordinance Committee meeting, Councilmember Robert O'Brien requested Staff determine the total amount of revenue lost through PILOTs, in particular, the PILOT for the Inn on the Lake Project. This item has been added to the agenda for further discussion.

10. Executive Session Items

(a) Litigation - Notice of Claim; (b) Potential Property Acquisition

Next Meeting: March 3, 2020

RESOLUTION #2020-010

A RESOLUTION AUTHORIZING THE CLIMATE SMART CANANDAIGUA TASK FORCE TO COLLECT A GREEN VENDOR FAIR REGISTRATION FEE

WHEREAS, the Climate Smart Canandaigua (CSC) Task Force is holding a Green Vendor Fair on Saturday, March 28, 2020; and

WHEREAS, the CSC Task Force is requesting authorization from City Council to charge a fee from anticipated 30+ vendors intending to participate; and

WHEREAS, the one-time, \$10 fee with payment made to the City of Canandaigua would be to reserve a table at the Green Vendor Fair, with any revenue generated from this fee being used to cover costs associated with promoting the event, i.e. mailing, posters, boosted Facebook posts, and other media; and

WHEREAS, per NYS Law, the fee charged must offset any costs associated with holding the event, and cannot be used as a revenue generator; and

WHEREAS, this proposal was reviewed at the February 4th Finance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes the Climate Smart Canandaigua Task Force to assess a one-time registration fee of no more than \$10 for participants of the Green Vendor Fair; and

BE IT FURTHER RESOLVED, that any revenue generated from this fee is used to cover costs associated with promoting the event, i.e. mailing, posters, boosted Facebook posts, and other media.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer



February 2020

- 1
- 2
- 3
- 4

Dear

The City of Canandaigua and Climate Smart Canandaigua invite you to participate in a Green Vendor Fair on Saturday, March 28, 2020, from 10:00AM to 1:00PM. This special event will be an opportunity for you to introduce your business to our community, network with other local green businesses, and educate our community members about green products and services that are available locally.

The Green Vendor Fair will be held at the Canandaigua Elementary School Link Gym, 96 W Gibson St, Canandaigua. We hope to feature at least three dozen green businesses, and attract an audience of approximately 300 interested individuals who reside in Ontario County.

To participate in this event, please complete the enclosed form by February 21 along with a payment of \$10.00 to secure a table. This modest fee will help us promote the event to a broad audience and support public education and awareness activities sponsored by Climate Smart Canandaigua in 2020.

Climate Smart Canandaigua is a volunteer-led task force appointed by the Canandaigua City Council to assist the City with achieving and maintaining a Climate Smart Community Certification. All efforts are aimed at reducing greenhouse gas emissions and adapting to a changing climate.

One of the ways we can address climate change in our community is to raise awareness about the choices people have to live in a more environmentally-responsible manner. Community feedback tells us that people want to make the right choices when it comes to the environment, but don't know where to turn for information. The Green Vendor Fair will connect people to local businesses that have made a commitment to more sustainable, healthier world.

We hope you will join us at Canandaigua's first-ever Green Vendor Fair!

Sincerely,

Suzette Van der Sterre
Chair, Climate Smart Canandaigua

Rob Richardson
Assistant Manager, City of Canandaigua

CITY OF CANANDAIGUA

ERINA HOSE COMPANY

FIRE SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of February, 2020 between the City of Canandaigua, a Municipal Corporation within the County of Ontario, State of New York, hereinafter referred to as “City” and the Erina Hose Company, a fire company organized under the provisions of the Charter of the City of Canandaigua, New York, hereinafter referred to as “Company.”

WITNESSETH

WHEREAS, the Company is engaged in the conduct and operation of furnishing fire protection to all property within the Canandaigua Fire District; and

WHEREAS, the City is desirous of contributing support to the operation of said Company,

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. The Company agrees to furnish fire protection to the Canandaigua Fire District by responding immediately to all calls for fire protection within the Canandaigua Fire District, regardless of time such calls are made.
2. The Company agrees to comply with all orders issued by or under the direction of the Fire Chief of the City of Canandaigua pertaining to the method and manner to be used in subduing any and all fires.
3. The Company agrees to provide at least five active firefighters. Active firefighter, for the purposes of this agreement, is defined as having attended at least 6 emergency calls and 3 drills for each quarter of the calendar year. The Fire Chief shall have the final determination of whether or not a member has met the criteria for an active member.
4. Upon the Fire Chief’s satisfaction that the Company has met the requirement for five active firefighters as set forth in paragraph 3, the City will contribute to the Company as follows:

	PER QUARTER	TOTAL ANNUAL
2019	\$625	\$2,500
2020	\$875	\$3,500
2021	\$1,000	\$4,000

5. This Agreement is to remain in full force and effect for three (3) years beginning January 1, 2019, and ending December 31, 2021. The Agreement, however, may be terminated at the option of either party upon thirty (30) days written notice. In the event this Agreement is terminated by the Company pursuant to this paragraph, the City shall be entitled to proration of the consideration paid by the City to the Company for service pursuant to this Agreement.

CITY OF CANANDAIGUA

ERINA HOSE COMPANY

John D. Goodwin
City Manager

Ryan Zanghi
President

City of Canandaigua DPW Surplus Vehicle List

January 2020

)	2011 Stone Asphalt Roller	Ser# 522011376
)	2011 Ferris IS1500 Zero Turn	Ser# 2013824215
)	2009 Mack Garbage Truck	Vin# 1M2AU04C69M002866
)	2008 Ford E-250 Van	Vin# 1FTNE24W98DB55152
)	1999 International 4700	Vin# 1HTSCABM0XH627284
)	2014 Ford Police Interceptor	Vin# 1FAHP2MK3EG186059
)	2004 Chevrolet C8500	Vin# 1GBP8C1C74F502576
)	2008 Mack Dump Truck	Vin# 1M2AX09CX8M002965
)	1978 Honda Motorcycle	Vin# CB400T4069497
)	1978 Honda Motorcycle	Vin# CB400T4069495
)	2009 Ford F-550 Dump	Vin# 1FDAF57R79EA63967
)	2008 Ford F-350 Stake Body	Vin# 1FDWF36568EA86258
)	2011 Chevrolet 1500 Pickup	Vin# 1GCNCPEX5BZ460023

CITY OF CANANDAIGUA

BID TABULATION

OVERHEAD DOOR MAINTENANCE

Bid Opening: Friday, January 10, 2020 – 10:00am

<u>BIDDER</u>	<u>Bid Amount</u>
<p>DBA Tri-Co Overhead Door- (Now Alliance Door and Hardware, Inc.) 55 Alliance Drive Rochester, NY 14623 585-924-3210 George Ester, Service Mgr. gester@tricodoor.com</p>	<p>Total \$6475.20 Hourly rate \$134.90 Travel Charge \$134.90 Expenses- parts used- mfg. list less 10%</p>
<p>Hamburg Overhead Door 5659 Herman Hill Road Hamburg, NY 14075 716-649-3600 Estimators@hamburgdoor.com jk@hamburgdoor.com</p>	<p>No Bid</p>
<p>Pugsley Overhead Door Systems LLC 177 Niagara Street Canandaigua, NY 14424 585-393-1170 Anne Pugsley_door@frontiernet.net</p>	<p>No Bid</p>

1/14/2020

SALT BUILDING COVER REPLACEMENT

Eagle Associates of Cazenovia, LLC

QUOTE



QUOTE

1/14/2020	Building Type	CoverAll
To:	Building Dimensions	55' x 120'
Phil Neineger Canandaigua Highway Department 183 Saltonstall St Canandaigua, NY 585-396-5065	Snow Load Capacity	n/a
	Wind Capacity	n/a
	Site Condition	n/a
	Fabric Type	n/a
	Occupancy Category	n/a
	Foundation height	8'
	Foundation type	Concrete
	Truss spacing	8'

Replacement cover	\$	6,950.00
(32) 2" tie-down straps	\$	192.00
End wall fabric	\$	1,965.00
PVC/ratchet	\$	384.00

Freight to site (building) Estimated \$ 600.00

MATERIALS \$ 10,091.00

Does NOT include Tax, if Applicable, 6 Week Lead Time from Clean Order

BUILDING INSTALLATION \$ 13,200.00

Total cost based on information provided, Eagle Associates is not liable if specs change.

TOTAL PROJECT \$ 23,291.00

Full Calculations Package	
---------------------------	--

Exclusions/notes:
Replacement winch blocks to be charged as: \$10 per block. All other replacement parts to be billed in addition as necessary.

P. O. Box 322, Cazenovia, NY 13035
(315) 655-0644 Fax (315) 655-0353

January 7, 2019

John Goodwin, City Manager
City of Canandaigua
2 North Main Street
Canandaigua, NY 14424

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF CANANDAIGUA – WATER TREATMENT PLANT TRANSMISSION MAIN
MRB GROUP PROJECT NO. 0309.19005.000**

Dear John:

Congratulations on receipt of the WIIA Grant for the above referenced project. We are pleased to provide this proposal for Engineering Services for the City of Canandaigua Water Treatment Plant Transmission Main.

I. Background

A single 20-inch diameter transmission main is the sole feed from the Water Treatment Plant (WTP) into the City's three (3) storage tanks, located approximately ½ half mile from the plant. A major leak or break in this single transmission main would impact the water supply to the entire City and surrounding communities. The purpose of this project is to provide a redundant transmission main to avoid a potentially catastrophic loss of the single supply.

II. Scope of Services and Compensation

Based upon our knowledge of the water system and engineering report prepared in 2019, the following scope of services has been developed for the project.

A. Base Mapping Phase

The intent of this phase is to develop the mapping required to generate drawings needed for design, approvals and construction. Prior to survey activities, a survey/design ticket will be requested from Dig Safely New York so that existing utilities in the project area be staked out for location during survey activities. The following is a summary of this project phase:

1. Create base mapping, based upon use of: LIDAR, County Tax Maps, Aerial Photos, available water system drawings. Complete additional field

survey to establish vertical datum, grade topography and supplement base maps.

2. All survey base mapping will be supplied in an Autocad Civil 3-D readable format.
3. Digital Terrain model will be in an Autocad Civil 3-D readable format.

Subtotal of A (Base Mapping), Items 1-3\$6,180.00

B. Preliminary Design Phase:

1. Visit site and review proposed design features with City Public Works Staff.
2. Prepare preliminary plan drawings based on proposed scope of work.
3. Preliminary annotation of design drawings to depict all proposed improvements.
4. Prepare plan construction details and notes.
5. Prepare erosion and sediment control plan.
6. Submit preliminary plans to the City and meet to review and address all comments.
7. Contact review agencies to discuss project. Prepare applications and submittal materials for the following review agencies:
 - New York State Department of Health.
 - New York State Environmental Facilities Corporation.
8. Prepare updated Engineer's Opinion of Probable Construction Cost.

Subtotal of B (Preliminary Design), Items 1-8.....\$22,500.00

C. Final Design Phase:

1. Make final plan revisions based on review comments from agencies and City.
2. Prepare final contract plans and specifications.
3. Update Engineer's Opinion of Probable Construction Cost.
4. Issue contract documents.

Subtotal of C (Final Design), Items 1-4 \$17,600.00

D. Bidding Phase:

1. Assist City as needed to solicit, collect and evaluate bids.
2. Prepare addenda as needed.
3. Prepare Bid tabulation.

- 4. Evaluate low bidder's qualifications.
- 5. Provide Bid review letter to City for contract award.

Subtotal of D (Bidding), Item 1-5.....\$3,280.00

E. Construction Administration: (Based upon 8-weeks construction)

- 1. Review Contractor's material submittals.
- 2. Coordination with Contractor on a regular basis to answer questions during construction and provide technical input during construction as required.
- 3. Process pay applications, change orders and contract documents.
- 4. Provide certification of work to NYSDOH.

Subtotal of E (Construction Administration), Items 1-4\$15,120.00

F. Construction Observation

- 1. Provide full-time time construction observation for construction.
- 2. Observe construction and start-up of system.
- 3. Construction Observation is estimated at 240 hours at \$90/hour. This work will be billed on an hourly basis, since progress will be dependent upon the Contractor's methods and means.

Subtotal of F (Construction Observation), Item 1-3..... \$21,600.00

G. Post-Construction:

- 1. Prepare record drawings for project in Auto-Cad format based on red-lined drawings prepared by the Contractor.

Subtotal of G (Post-Construction), Item 1.....\$2,440.00

TOTAL of Estimated Engineering Services..... \$88,720.00

The cost figures shown above represent our lump sum amount for design, and construction administration. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Assumptions and Exclusions

Our scope and fees include the following project assumptions. We also note that items not included in the above services can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. Easement maps and easement legal descriptions based on tax map data, at \$500 per each.
- B. Natural or cultural resources field investigations or reports. *
- C. Wetland delineations or reports. *
- D. Furnish other environmental investigations or reports. *
- E. Geotechnical field investigations. *
- F. Prepare or submit construction permit applications to NYSDEC or Army Corps of Engineers (ACOE).
- G. Provide post-construction GPS location survey of improvements.
- H. Construction stakeout and survey. (It is assumed that construction survey and stakeout will be the responsibility of the Contractor).
- I. Disturbance will be less than 1 acre, therefore a SPDES permit will not be needed.
- J. Grant Administration Services – Estimated at \$6,000.00.

* Denotes services that may be subcontracted by MRB Group.

IV. Commencement of Work

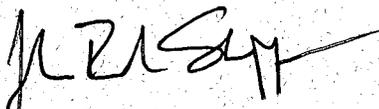
Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Condition*

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



John Paul Schepp, P.E.
Senior Project Manager



James J. Oberst, P.E., LEED AP
Executive Vice President/C.O.O.



- C. (via email only)
James P. Sprague, Director of Public Works
James R. Abraham, Coordinator of Public Works

PROPOSAL ACCEPTED BY: CITY OF CANANDAIGUA

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with 'seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

Inn on the Lake/ Lake House PILOT Discussion

Tax Year		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Estimated Tax Rate		7.58	7.72	7.85	7.99	8.13	8.27	8.41	8.56	8.71	8.86	
Taxes on AV of	\$ 11,121,000	84,328	85,804	87,305	88,833	90,388	91,970	93,579	95,217	96,883	98,579	912,886
Taxes on AV of	\$ 4,468,000	33,880	34,473	35,076	35,690	36,314	36,950	37,597	38,255	38,924	39,605	366,763
Difference	\$ 6,653,000	50,448	51,331	52,229	53,143	54,073	55,020	55,983	56,962	57,959	58,973	546,123

Estimated Tax Rate is based on Average Rate Increase for the last 10 years of 1.75%
 2020 City Tax Rate \$ 7.45