

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 14, 2011

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **INTRODUCTIONS/PRESENTATION:**
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. Loan for Street Projects. FINANCE
 - C. Approval of the Fair Housing Agreement with Muskegon County.
COMMUNITY & NEIGHBORHOOD SERVICES
 - D. Memorandum of Understanding-Justice Assistance Grant. PUBLIC SAFETY
 - E. Approval of the Use & Maintenance of City Owned Property at 325 Jackson Avenue by the Jackson Hill Neighborhood Association.
PLANNING & ECONOMIC DEVELOPMENT
- ❑ **PUBLIC HEARINGS:**
 - A. 2011-12 Budget. FINANCE
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**
- ❑ **UNFINISHED BUSINESS:**
- ❑ **NEW BUSINESS:**
 - A. Final Determination for 2011-2012 CDBG/HOME Grants and Submission of Action Plan to HUD. COMMUNITY & NEIGHBORHOOD SERVICES

B. Application for Special Liquor License (American Red Cross). PUBLIC SAFETY

C. Removal of Street Lights in the Nims and Campbell Neighborhoods. PUBLIC WORKS

D. Special Event Request – Muskegon Summer Celebration (Annual Event). PLANNING & ECONOMIC DEVELOPMENT

E. Ruddiman Creek Project Presentation.

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: June 14, 2011
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the City Commission Meeting that was held on Tuesday, May 24, 2011.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 24, 2011

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, May 24, 2011.

Vice Mayor Gawron opened the meeting with a prayer from Pastor Josh Dear from the Lakeside Baptist Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioners Sue Wierengo, Steve Wisneski, Chris Carter, Clara Shepherd, and Lawrence Spataro, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

2011-35 HONORS AND AWARDS:

A. 2010 Outstanding Citizenship Awards.

Commissioner Wierengo presented Outstanding Citizenship Awards to Connie Nesbary and Dave Kendall.

2011-36 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the May 10th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. CDBG Program Administration Agreement – City of Muskegon/City of Norton Shores. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon has contracted with the City of Norton Shores to administer their Community Development Block Grant (CDBG) program since 2006. The current Agreement concludes on June 30, 2011. Staff has negotiated a new Agreement that extends for two years (through June 30, 2013). In addition, Norton Shores agrees to provide the maximum allowable CDBG costs per program year to the City of Muskegon, minus \$1,000. This more

accurately reflects the true administrative costs of the City of Muskegon. The only other significant change is that the City of Muskegon staff will do the IDIS reporting for Norton Shores. We currently do the IDIS reporting for the City of Muskegon and adding the City of Norton Shores will save time in staff communication between the two Cities in regards to reporting.

FINANCIAL IMPACT: The City of Norton Shores will pay the maximum allowable CDBG costs per program year to the City of Muskegon, minus \$1,000 to administer their CDBG program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Agreement and authorize the Mayor and City Clerk to sign.

C. 2011-2012 Michigan Municipal League Membership Dues. CITY CLERK

SUMMARY OF REQUEST: Approval to pay the 2011-2012 MML dues in the amount of \$8,886. The MML is continuing the freeze on the membership dues, and the elimination of the Environmental Affairs Assessment.

FINANCIAL IMPACT:	MML Dues	\$8,078
	Legal Defense Fund	<u>\$ 808</u>
	Total:	\$8,886

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

E. Resolution Approving Energy Efficiency Grant Application. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the request to submit a grant application to the Michigan Bureau of Energy Systems for an energy efficiency grant funded through the Federal Energy Efficiency and Conservation Block Grant program. The City will be applying on behalf of the LC Walker Arena to upgrade and retrofit current lighting systems throughout the building with energy efficient LED lighting systems. This project will tie in with the lighting upgrades already completed at the arena that were funded by the Energy Efficiency and Conservation Block Grant program. The project cost is estimated at around \$50,000 and the applicant is required to match at least 10%. The lessees of the arena will be responsible for providing the match money for this project.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request and sign the resolution.

Motion by Commissioner Carter, second by Commissioner Wierengo to approve the Consent Agenda as read minus item D.

ROLL VOTE: Ayes: Wisneski, Carter, Gawron, Shepherd, Spataro,

Warmington, and Wierengo

Nays: None

MOTION PASSES

2011-37 ITEM REMOVED FROM THE CONSENT AGENDA:

D. Gaming License Request from Muskegon Charter Boat Association.

CITY CLERK

SUMMARY OF REQUEST: The Muskegon Charter Boat Association, 3040 Lakeshore Drive, Muskegon, is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License. They have been recognized as a 501(c)(3) organization by the State.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Carter, second by Commissioner Wierengo to approve the gaming license request from Muskegon Charter Boat Association.

ROLL VOTE: Ayes: Carter, Gawron, Shepherd, Spataro, Warmington, Wierengo, and Wisneski

Nays: None

MOTION PASSES

2011-38 NEW BUSINESS:

A. Summer Recreation Evening Activities Program (Justice Assistance Grant)-YMCA. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon received a Justice Assistance Grant (JAG) in 2009. A portion of the funds were to be used for evening recreation for youth over the course of two summers. The program was implemented last year and staffed by the Leisure Services and Police Departments. It was a successful program with youth between the ages of 13 and 25 engaged in basketball, volleyball, dance, movies and other activities. The program will be hosted at the Muskegon High School, again, this summer. Since the Leisure Services staff is no longer available to oversee the program, staff has been working with the YMCA in an effort to transition the oversight of the program to them. Fortunately, they have agreed to manage the program and have submitted the proposal. In addition, they will be able to offer swimming this summer (not available last year as improvements were being made to the pool).

FINANCIAL IMPACT: The proposal from the YMCA totals \$60,003.47, which is the amount remaining in the JAG funds for this program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the proposal from the YMCA for the "Summer Recreation Evening Activities Program" and authorize staff to enter into a formal agreement with the YMCA.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the Summer Recreation Evening Activities Program with the YMCA and direct staff to work with the YMCA to accommodate older ages.

ROLL VOTE: Ayes: Gawron, Shepherd, Spataro, Warmington, Wierengo, Wisneski, and Carter

Nays: None

MOTION PASSES

B. Resolution of Support for Lake Effect Boat Week – August 15-21, 2011.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Roger Zuidema of Lake Effect Boating has requested that the City of Muskegon support Lake Effect Boat Week by approving a resolution. Lake Effect Boat Week will include many activities, highlighting Muskegon Lake.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution declaring August 15-21, 2011, as Lake Effect Boat Week and authorize the Mayor and Clerk to sign.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to approve the resolution declaring August 15-21, 2011, as Lake Effect Boat Week and authorize the Mayor and Clerk to sign it.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Wierengo, Wisneski, Carter, and Gawron

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 5:58 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

Date: June 14, 2011

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Loan for Street Projects

SUMMARY OF REQUEST: The City is fortunate to receive many federal and state grants for street improvements. Accepting these grants allows us to leverage local resources and get far more work done than would be possible using local resources alone. We are at a point where we risk losing grant funds due to declining local street resources (including CDBG). This request is to enter into a \$2.0 million, 10-year loan with 5/3 Bank in order to provide funds needed to match anticipated grants over the next 2-3 years.

Staff had considered issuing MTF bonds for this purpose. However, the issuance costs would be quite high (\$57,000). Also, the bonding process is very time-intensive requiring preparation of official statements and numerous other documents. Staff surveyed the three major banks having offices within the City to determine if they were willing to do a 10-year loan with the City. Two of the banks indicated they would do such a loan and 5/3 Bank had the most favorable terms.

The City's financial advisor (RW Baird) ran comparisons of the two transactions (attached) and advises that the bank loan is the preferred avenue. It is worth noting that the advisor would have received a substantial fee if MTF bonds were issued.

FINANCIAL IMPACT: \$2.0 million borrowed for a period of 10 years at a fixed rate of 3.19%. Total interest cost is projected to be \$366,690.50.

As the attached shows, going the bank loan route provides for a much simpler transaction, avoids over \$50,000 in issuance costs, and produces an all-inclusive interest cost that is lower than issuing MTF bonds (3.199% vs 3.208%)

BUDGET ACTION REQUIRED: Annual debt payments will be included in the Major/Local Streets budgets for the next 10 years. Funds are budgeted in 2011-12 to cover the semi-annual interest payment due February 1, 2012.

STAFF RECOMMENDATION: Authorize the Mayor, City Attorney and City staff to prepare and execute necessary loan documents.

COMMITTEE RECOMMENDATION: None.

BOND SUMMARY STATISTICS

City of Muskegon
 2011 Michigan Transportation Fund Bonds
 10-Year Scenario :: Purchase by Local Bank @ 3.19%

LOCAL
 BANK
 LOW

Dated Date 08/01/2011
 Delivery Date 08/01/2011
 Last Maturity 08/01/2021
 Arbitrage Yield 3.190000%
 True Interest Cost (TIC) 3.190000%
 Net Interest Cost (NIC) 3.190000%
 All-In TIC 3.199797%
 Average Coupon 3.190000%

Average Life (years) 5.748
 Duration of Issue (years) 5.187

Par Amount 2,000,000.00
 Bond Proceeds 2,000,000.00
 Total Interest 366,690.50
 Net Interest 366,690.50
 Total Debt Service 2,366,690.50
 Maximum Annual Debt Service 236,008.75
 Average Annual Debt Service 236,669.05

Underwriter's Fees (per \$1000)
 Average Takedown
 Other Fee

Total Underwriter's Discount

Bid Price 100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bonds Due 2021	2,000,000.00	100.000	3.190%	5.748	1,033.40
	2,000,000.00			5.748	1,033.40

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,000,000.00	2,000,000.00	2,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-1,000.00	
- Other Amounts			
Target Value	2,000,000.00	1,999,000.00	2,000,000.00
Target Date	08/01/2011	08/01/2011	08/01/2011
Yield	3.190000%	3.199797%	3.190000%

BOND SUMMARY STATISTICS

City of Muskegon
 2011 Michigan Transportation Fund Bonds
 (General Obligation Limited Tax)
 10-Year Scenario :: \$2 Million Bond Issue

MTF
 BONDS

Dated Date	08/01/2011
Delivery Date	08/01/2011
Last Maturity	08/01/2021
Arbitrage Yield	2.657315%
True Interest Cost (TIC)	2.842075%
Net Interest Cost (NIC)	2.943530%
All-In TIC	3.208399%
Average Coupon	3.710106%
Average Life (years)	5.770
Duration of Issue (years)	5.222
Par Amount	1,955,000.00
Bond Proceeds	2,061,019.80
Total Interest	418,500.00
Net Interest	332,030.20
Total Debt Service	2,373,500.00
Maximum Annual Debt Service	236,150.00
Average Annual Debt Service	237,350.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	104.423008

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bonds Due 2021	1,955,000.00	105.423	3.710%	5.770	1,051.90
	1,955,000.00			5.770	1,051.90

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,955,000.00	1,955,000.00	1,955,000.00
+ Accrued Interest			
+ Premium (Discount)	106,019.80	106,019.80	106,019.80
- Underwriter's Discount	-19,550.00	-19,550.00	
- Cost of Issuance Expense		-38,000.00	
- Other Amounts			
Target Value	2,041,469.80	2,003,469.80	2,061,019.80
Target Date	08/01/2011	08/01/2011	08/01/2011
Yield	2.842075%	3.208399%	2.657315%

Paul, Tim

From: Vert, Bill [Bill.Vert@53.com]
Sent: Tuesday, June 07, 2011 10:00 AM
To: Paul, Tim
Subject: Financing

Tim:

Per your request we would be willing to provide financing for the \$2.0 million you are looking at for road work with the following terms:

1. Interest rate of 3.19% fixed for 10 years.
2. \$1,000 note processing fee due at time of closing.
3. Attorney qualified opinion regarding tax exempt financing. (Can be your local attorney if they will provide)
4. Board resolution supporting the tax exempt bank financing.

We can hold the rate for approximately 2 weeks, after that time frame, we will need to look again at where the market is. Let us know if you need more information. Thank you.

Bill Vert

This e-mail transmission contains information that is confidential and may be privileged.

It is intended only for the addressee(s) named above. If you receive this e-mail in error, please do not read, copy or disseminate it in any manner. If you are not the intended recipient, any disclosure, copying, distribution or use of the contents of this information is prohibited. Please reply to the message immediately by informing the sender that the message was misdirected. After replying, please erase it from your computer system. Your assistance in correcting this error is appreciated.

Commission Meeting Date: June 14, 2011

Date: June 7, 2011
To: Honorable Mayor and City Commission
From: Community and Neighborhood Services Department
RE: Approval of the Fair Housing Agreement with Muskegon County

SUMMARY OF REQUEST: The cities of Muskegon, Muskegon Heights, Norton Shores and the County of Muskegon are entering into an agreement with the Fair Housing Center of West Michigan to conduct fair housing testing in the County of Muskegon per the recommendation of the 2009 Analysis of Impediments Report.

FINANCIAL IMPACT: Based on population, the City of Muskegon will pay \$9,350 of the \$30,000 cost.

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

FAIR HOUSING SERVICES AGREEMENT

Between
City of Muskegon, City of Muskegon Heights, City of Norton Shores, County of Muskegon
and
Fair Housing Center of West Michigan

This Agreement is effective as of this 1st day of July, 2011, by and between the **City of Muskegon**, a Michigan municipal corporation with its principal offices located at 933 Terrace Street, Muskegon MI, 49443; the **City of Muskegon Heights**, a Michigan municipal corporation with its principal offices located at 2424 Peck Street, Muskegon Heights, MI 49444; the **City of Norton Shores**, a Michigan municipal corporation with its principal offices located at 4814 Henry Street, Norton Shores, MI 49441 (City of Muskegon, City of Muskegon Heights and City of Norton Shores are hereinafter the "Cities"); the **County of Muskegon** (hereinafter the "County"), a Michigan municipal corporation with its principal offices located at 990 Terrace Avenue, Muskegon, MI 49442; and the **Fair Housing Center of West Michigan** (hereinafter the "FHCWM"), a Michigan non-profit corporation with its principal offices located at 20 Hall Street SE, Grand Rapids, MI 49507.

I. PERIOD OF PERFORMANCE

The activities described in this Agreement are to begin July 1, 2011 and are to continue through June 30, 2012. All program activities and expenses are limited to the above time period.

II. AGREEMENT OUTCOMES

The purpose of this Agreement is to decrease impediments to housing choice and to promote open, diverse communities by way of the provision of fair housing services.

III. AGREEMENT ACTIVITIES AND DEFINITIONS

A. Activities within the Cities

- i. Complaint Investigation. The FHCWM shall receive, review, investigate and process all complaints of unlawful housing discrimination involving people and/or properties located within the Cities which the FHCWM may receive from residents of any of the Cities, a person wishing to reside in any of the Cities, or any other source during the term of this Agreement. The FHCWM shall also provide technical assistance to the staff of the Cities in response to any and all questions regarding unlawful housing discrimination or fair housing practices.
- ii. Housing Tests. The FHCWM shall conduct a minimum of 15 fair housing tests involving people and/or property within any of the Cities in order to investigate compliance with fair housing laws in the areas of sales, rental, advertising, insurance, appraisal and/or financing. The fair housing tests shall be based upon bona fide complaints or conducted on a survey basis, with a focus on complaint-based testing. All housing testing will be conducted by trained testers according to generally-accepted housing testing methodology. In the absence of an individual complaint, the

FHCWM will/may initiate enforcement action following consultation with the Cities in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.

- iii. Education and Outreach. The FHCWM shall provide a minimum of 20 hours of education and outreach services to persons or groups within the Cities, such as housing industry professionals, housing consumers, community organizations and elected and appointed officials, in order to increase awareness of fair housing rights and responsibilities, promote compliance with fair housing laws and enhance equal housing opportunity.

B. Activities within the County

- i. Complaint Investigation. The FHCWM shall receive, review, investigate and process all complaints of unlawful housing discrimination involving people and/or properties located within the County which the FHCWM may receive from residents of the County, a person wishing to reside in the County, or any other source during the term of this Agreement. The FHCWM shall also provide technical assistance to the staff of the County in response to any and all questions regarding unlawful housing discrimination or fair housing practices.
- ii. Housing Tests. The FHCWM shall conduct a minimum of 10 fair housing tests involving people and/or property within the County in order to investigate compliance with fair housing laws in the areas of sales, rental, advertising, insurance, appraisal and/or financing. The fair housing tests shall be based upon bona fide complaints or conducted on a survey basis, with a focus on properties participating with the PATH program or HUD supportive housing where deemed possible and appropriate at the sole discretion of the FHCWM. All housing testing will be conducted by trained testers according to generally-accepted housing testing methodology. In the absence of an individual complaint, the FHCWM may initiate enforcement action on behalf of the County in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.
 - 1. Within 30 days of the effective date of this Agreement, the County shall provide the FHCWM a list of the properties participating with the PATH program and the HUD supportive housing properties located within the County. Such list shall include the legal name, phone number and physical address of each such property.
- iii. Education and Outreach. The FHCWM shall provide a minimum of five (5) fair housing sessions for persons or groups within the County, such as housing industry professionals, housing consumers, community

organizations and elected and appointed officials, in order to increase awareness of fair housing rights and responsibilities, promote compliance with fair housing laws, and enhance equal housing opportunity.

IV. MONITORING REPORTS

The FHCWM shall provide the County with quarterly program performance reports which contain information regarding the activities carried out and the results of those activities. Reports shall be submitted quarterly, within 30 days after the conclusion of the reporting period. The County will forward the reports to each of the Cities.

V. COMPENSATION AND METHOD OF PAYMENT

- A. For the performance of the activities under this Agreement, the Cities and the County hereby agree to pay the FHCWM the amount of \$30,000.00 (thirty thousand dollars) following the table below:

Municipality	Approx. Population	Percentage of total	Financial Responsibility
City of Muskegon	40,000	31%	\$9,350
City of Norton Shores	22,000	17%	\$5,270
City of Muskegon Heights	10,000	9%	\$2,380
County of Muskegon	172,000	43%	13,000
TOTALS	72,000	100%	\$30,000

- B. The Cities and the County shall pay the FHCWM the amount of \$30,000.00 (thirty thousand dollars) in four (4) quarterly installments of \$7,500.00 (seven thousand five hundred dollars).

- i. The FHCWM shall submit an invoice in the amount of \$7,500.00 (seven thousand five hundred dollars) with each of its four (4) quarterly reports required by this Agreement. Each invoice will be payable within 30 days of its date of issue.
- ii. If payment is not made by either the Cities or the County, services will immediately cease.

VI. CONFIDENTIALITY

The parties agree that by virtue of entering into this Agreement, they will have access to certain confidential information regarding each other's operations related to this project. All Parties agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement.

VII. NONDISCRIMINATION

There shall be no discrimination of any Individual on account of race, color, creed, religion, sex, marital status, weight, age, handicap, ancestry, national origin and any other statutorily protected class.

VIII. TERM

This Agreement will begin July 1, 2011 and will continue until June 30, 2011 based on availability of funds.

Either party may terminate their participation with this Agreement for any reason by giving the other parties ninety (90) days prior written notice.

IX. SEVERABILITY

In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

X. AMENDMENTS

This Agreement may be amended only with the mutual written consent of the Parties and the Fair Housing Center.

XI. ADDITIONAL REQUIREMENTS

The Fair Housing Center will act as an independent contractor and the contract cannot be assigned. The Fair Housing Center will indemnify the Cities and the County and will add the governmental units identified in the contract as an additional insured. The Fair Housing Center at the time of the execution of the contract will provide to the County of Muskegon a copy of their insurance coverage and limits.

XII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The persons signing this Agreement on behalf of the Parties and the Fair Housing Center hereto certify by said signatures that they are duly authorized to sign this Agreement.

XIII. APPROVAL AND SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF MUSKEGON

By: _____

Date: _____

CITY OF MUSKEGON HEIGHTS

By: _____

Date: _____

CITY OF NORTON SHORES

By: _____

Date: _____

COUNTY OF MUSKEGON

By: _____

Kenneth Mahoney, Chairman,
Muskegon County Board of Commissioners

Date: _____

FAIR HOUSING CENTER OF WEST MICHIGAN

By: _____

Nancy Haynes, Executive Director

Date: _____

CITY COMMISSION MEETING
Tuesday June 14, 2011

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: June 7, 2011

SUBJECT: Memorandum of Understanding-Justice Assistance Grant

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the City of Muskegon Heights and Muskegon County in regards to the disbursement of the 2010 Justice Assistance Grant. The money in this grant is shared by the three entities. The \$34,698 in this grant will be utilized for the prosecution of city ordinance cases primarily dealing with neighborhood issues.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATIONS:

Approval of this request.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MUSKEGON
THE COUNTY OF MUSKEGON
THE CITY OF MUSKEGON HEIGHTS**

**FY 2011 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Regular Funding/Local Solicitation**

This Agreement is made and entered into on the _____ day of _____, 2011, by and between the County of Muskegon, acting by and through its governing body, the Board of County Commissioners, located at 990 Terrace Street, Muskegon, Michigan 49442 and the City of Muskegon, acting by and through its governing body, the City Commission, located at 933 Terrace Street, Muskegon, Michigan 49443-0536, and the City of Muskegon Heights, acting by and through its governing body, the City Council, located at 2724 Peck Street, Muskegon Hts., MI 49444, all of Muskegon County, State of Michigan, witnesseth:

WHEREAS, the CITY OF MUSKEGON has agreed to serve as the applicant/fiscal agent for the joint funds under the: Justice Assistance Grant(Local Solicitation) as the Bureau of Justice Assistance has designated the allocation to the law enforcement communities in Muskegon County as a disparate allocation; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the breakdown of allocated funding agreed upon by those entities involved in the disparate funding is \$ 34,698 to the CITY OF MUSKEGON and \$ 21,133 to the CITY OF MUSKEGON HEIGHTS; and

WHEREAS, the CITY OF MUSKEGON, CITY OF MUSKEGON HEIGHTS and COUNTY OF MUSKEGON believe it to be in their best interests to allocate the JAG funds as specified in this Agreement.

NOW THEREFORE, THE COUNTY OF MUSKEGON, CITY OF MUSKEGON AND CITY OF MUSKEGON HEIGHTS agree as follows:

AGREEMENT

1. THE CITY OF MUSKEGON will act as the fiscal agent/applicant agency.
2. The total eligible joint allocation for the disparate jurisdictions of \$ 55,831 will be allocated as follows: COUNTY OF MUSKEGON - \$ 0; CITY OF MUSKEGON - \$34,698; CITY OF MUSKEGON HEIGHTS - \$ 21,133
3. Each municipality will be responsible for its actions in the use of any equipment purchased under this Agreement and the fiscal agent shall not be liable for any civil liability that may arise from the purchase of the use of the equipment.
4. The CITY OF MUSKEGON HEIGHTS will be responsible for submitting quarterly reports to the CITY OF MUSKEGON by the third day of the month following the quarter in the reporting fashion required by the CITY OF MUSKEGON and for any month in which an expenditure under the grant has occurred the CITY OF MUSKEGON HEIGHTS will submit a reimbursement request to the CITY OF MUSKEGON by the third day of the following month along with backup documentation such as invoices.
5. The CITY OF MUSKEGON HEIGHTS will be responsible for the accuracy of all data submitted to the CITY OF MUSKEGON for submission to the Bureau of Justice

Programs and will be liable for penalties as a result of submitting the data late and for any inaccurate data.

6. Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF MUSKEGON passing from this program or from the CITY OF MUSKEGON HEIGHT's expenditure of the JAG funds.
7. By entering into this Agreement, the parties do not intent to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MUSKEGON

Dated: _____, 2011

By: _____
Kenneth Mahoney, Chairman
County Board of Commissioners

CITY OF MUSKEGON

Dated: _____, 2011

By: _____
Steve Warmington, Mayor

CITY OF MUSKEGON HEIGHTS

Dated: _____, 2011

By: _____
Darrell Paige, Mayor

Commission Meeting Date: June 14, 2011

Date: June 7, 2011
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Approval of the Use & Maintenance of City Owned Property at 325 Jackson Ave by the Jackson Hill Neighborhood Association.

SUMMARY OF REQUEST:

To approve the use and maintenance of the City owned property located at 325 Jackson Ave for a community garden. The property is buildable and the City would retain the right to sell the property with the Jackson Hill Neighborhood Association having time to remove the garden prior to any sales.

FINANCIAL IMPACT:

The City would save on the cost of maintenance of this property.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and maintenance agreement.

COMMITTEE RECOMMENDATION:

None

Maintenance Agreement

This Agreement is made _____ ("Effective Date"), by and between the **City of Muskegon** ("City"), of 933 Terrace Street, Muskegon, Michigan 49440, and Jackson Hill Neighborhood Association, LLC, Muskegon, Michigan.

Background

A. "City" is the owner of the vacant lot located at 325 Jackson Avenue, Muskegon, Mi.49442 ("Property").

B. The parties wish to enter into an agreement regarding the installation and maintenance of a flower garden located at the Property.

C. Individual has agreed to perform the installation and physical maintenance of the garden at the Property pursuant to the terms set forth in this maintenance agreement.

Therefore, the parties agree as follows:

1. **General Agreement.** Individual agrees, at the sole cost of the Individual, to perform the installation and physical maintenance of a flower garden at the Property.
2. **Site Design.** Individual shall submit a garden design for the Property, and receive design approval from the City, prior to installation. City agrees not to unreasonably withhold its approval of the garden design. Any necessary permits or variances (fencing, lighting, electrical, plumbing, etc.) are the responsibility of the Individual and not the City and must be obtained prior to performing any work.
3. **Maintenance.** Individual shall be responsible for the physical installation of the flower garden and continuing maintenance of the Property, including i) mowing, trimming, fertilizing, weed control and any other routine maintenance of the grass, trees, shrubs and plantings at the Property, and ii) trash and litter removal from the Property.
4. **Buildable Lot.** City retains the right to sell the property at any time without prior notice to the Individual. In the event the property is sold, City shall notify the Individual, who shall have 30 days to remove any plantings and other items installed by the Individual.
5. **Term.** This maintenance agreement shall continue in effect until terminated by either party. Upon termination, Individual waives any claim against City for installation or maintenance of any item on the Property.
6. **Insurance.** Should the Individual place any items (picnic tables, grills, etc.) that are to remain on the property for an extended period of time, the Individual must purchase liability insurance and provide proof of the insurance to the City.
7. **Hold Harmless.** Individual shall indemnify, defend and save City harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property arising from any occurrence in or about the Property or from the occupancy or use by Individual of the Property or any part thereof or resulting in whole or part from any act or omission of Individual, its employees, invitees, licensees, contractors or agents. City shall not be liable for any injury to the person or property of Individual or any other persons on the Property resulting from the criminal or negligent acts of third persons occurring on or nearby the Property.

[signatures appear on following page]

City of Muskegon, a municipal corporation

By: _____

Name: Stephen J. Warmington

Title: Mayor

Date: _____

By _____

Name: Ann Marie Becker, MMC

Title: Clerk

Date: _____

Name: *Billie Jay Halmer*

Date: *May 17, 2011*

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE USE AND MAINTENANCE OF THE BUILDABLE LOT
AT 325 JACKSON AVE IN THE JACKSON HILL NEIGHBORHOOD.**

WHEREAS, The Jackson Hill Neighborhood Association be allowed to use and maintain the parcel designated as parcel number 24-205-149-0001-00, located at 325 Jackson Ave; and

WHEREAS, the City would reserve the right to sell the property and give the Jackson Hill Neighborhood Association time to remove the gardens prior to any sales; and

WHEREAS, the maintenance would relieve the City from having to maintain the property and the maintenance costs while the garden is there; and

NOW THEREFORE BE IT RESOLVED, that parcel number 24-205-149-0001-00, located at 325 Jackson Ave be maintained for a community garden by the Jackson Hill Neighborhood Association.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 149

Adopted this _____ day of _____, 2011

Ayes:

Nays:

Absent

By: _____
Stephen J. Warmington
Mayor

Attest: _____
Ann Marie Becker, MMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on _____, 2011.

By: _____
Ann Marie Becker, MMC
City Clerk

Date: June 14, 2011
To: Honorable Mayor and City Commissioners
From: Finance Director
RE: Public Hearing – 2011-12 Budget

SUMMARY OF REQUEST: The City Commission may take action to adopt the 2011-12 budget with whatever changes or adjustments it deems necessary. City ordinance requires the budget be adopted by the second regular City Commission meeting in June.

FINANCIAL IMPACT: The budget sets forth the priorities and overall financial plan for operations in the year 2011-12.

BUDGET ACTION REQUIRED: Adoption of the budget resolution provides the legal appropriation authority necessary for City departments to conduct operations in 2011-12.

STAFF RECOMMENDATION: Receive public comments. Upon closing the public hearing, the City Commission may decide to adopt the budget.

The 2011-12 proposed budget is now available at:
<http://www.muskegon-mi.gov/2011-12-proposed-budget/>

Commission Meeting Date: June 14, 2011

Date: June 7, 2011

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

RE: Final Determination for 2011 – 2012 CDBG/HOME Grants and Submission of Action Plan to HUD

SUMMARY OF REQUEST: To make a final determination for the 2011 – 2012 CDBG/HOME grants based on HUD's allocation and to allow Community and Neighborhood Services to have the 2011 – 2012 Action Plan available for comment for the next 10 days.

FINANCIAL IMPACT: The 2011-2012 Community Development Block Grant and HOME budgets will establish the annual Action Plan for the Community and Neighborhood Services department.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the 2011 – 2012 CDBG/HOME budget based on HUD's allocation and allow Community and Neighborhood Services to have the 2011 – 2012 Action Plan available for comment for the next 10 days.



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

RECEIVED

JUN 07 2011

June 3, 2011

The Honorable Stephen J. Warmington
Mayor of Muskegon
PO Box 536
Muskegon, MI 49443-0536

MUSKEGON
CITY MANAGER'S OFFICE

E SCAN: B. MAZADE
C. BRUBAKER-CLARKE
D. BAILEY
T. PAUL

Dear Mayor Warmington:

I am pleased to inform you of your community's Fiscal Year (FY) 2011 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special populations across the country. President Obama signed Public Law 112-10 on April 15, 2011, a Continuing Resolution, which includes FY2011 funding for these programs. Your community's FY2011 available amounts are:

Community Development Block Grant (CDBG)	\$911,340
HOME Investment Partnerships (HOME)	\$284,337
Housing Opportunities for Persons with AIDS (HOPWA)	\$ 0
Emergency Shelter Grants (ESG)	\$ 0

The FY2011 Continuing Resolution significantly reduced funding for the CDBG and HOME programs compared to the FY2010 levels. The CDBG overall funding was reduced by more than \$600 million, resulting in allocation reductions of approximately 16.5 percent—reduction percentages may vary by grantee due to the use of updated population estimates and other factors. HOME program funding was reduced by more than \$200 million—approximately 11.7 percent. Grantees that have already submitted their annual Action Plan based on an anticipated amount higher than the FY2011 allocations for these programs must revise their Action Plan consistent with the allocation and applicable amendment requirements. Your local CPD field office is available to provide additional information regarding amendment requirements.

The Department will allocate ESG funds in a two-stage process: (1) \$160 million will be immediately allocated under the existing Emergency Shelter Grants regulations; and (2) \$65 million, at least, will be allocated once the new Emergency Solutions Grant regulations are published for effect. HUD is advising ESG grantees that are developing their 2011 annual Action Plan to assume funding based upon their 2010 allocation and to follow the existing ESG regulations. At the time of the second allocation, ESG grantees will be required to complete a substantial amendment to their Consolidated Plan/Action Plan, as necessary.

Community Development Block Grant 2011 - 2012

Organization/Agency	Activity	City Commission Preliminary Rec.	City Comm Final Determination
COM - Affirmative Action	Affirmative Action	\$10,000	
COM - Affirmative Action	Summer Internships	\$10,000	
COM - CNS	CDBG Admin **	\$150,000	\$150,000
COM - CNS	Emergency Repair	\$225,000	
COM - CNS	Service Delivery	\$65,000	\$65,000
COM - CNS	Vinyl Siding	\$100,000	
COM - DPW	Senior Transit*	\$45,000	
COM - Engineering	Street Construction	\$130,543	
COM - Finance	Fire Station Bond Repayment	\$157,870	\$157,870
COM - Inspections	Dangerous Bldgs/Demolition & Board Ups	\$50,000	
COM - Leisure Services	Youth Recreation*	\$70,000	
COM - Planning	Code Enforcement	\$50,000	
COM - Planning Comm Economic Dev	Facade	\$15,000	
Love INC	Emergency Assistance/Handicap Ramps*	\$8,000	
American Red Cross	Senior Transportation*	\$0	
Community enCompass	Healthy Neighborhood Project*	\$0	
HealthCARE	Health Outreach*	\$0	
Legal Aid	Housing Related Legal Services*	\$0	
Muskegon Community Health Project	Uninsured Diabetes Outreach*	\$0	
West Michigan Veterans	Food Bank*	\$0	
		\$1,086,413	\$372,870
Total CDBG Allocated		\$911,340	\$911,340
Expected program income (Debt Recovery)		\$0	\$0
Total		\$911,340	\$911,340
Allocated/Request Difference		(\$175,073)	\$538,470
Total Amt of Public Service*		\$123,000	\$0
Public Service mandated Amt <= to 15%		\$136,701	\$136,701
Difference		\$13,701	\$136,701
Total Amt of City Administration Request**		\$150,000	\$150,000
Administrative Maximum Amt < 20%		\$182,268	\$182,268
Difference		\$32,268	\$32,268

NOTE:

* Public Service

** City CDBG Administration

(Continued on Back)

HOME Grant 2011 - 2012

Organization/Agency	Activity	Commission Preliminary Rec.	Final Determination
Community enCompass	Housing Transition Asst****	\$50,000	
Muskegon County Habitat for Humanity	Infrastructure/construction (3 homes)****	\$53,000	
COM - CNS	HOME Administration***	\$32,071	
COM - CNS	HOME Infill/New Construction	\$150,000	
COM - CNS	HOME Rental Rehabilitation	\$35,639	
	Total HOME Request	\$320,710	\$0
	Total HOME Allocated	\$284,337	\$284,337
	(+) Program Income	\$0	\$0
	Total	\$284,337	\$284,337
	Allocated/Request Difference	(\$36,373)	
	Total Amt of HOME Administration***	\$32,071	\$0
	Total Amt Designated = 10%	\$28,434	\$28,434
	Difference	(\$3,637)	
	Total Amt of HOME CHDO ****	\$103,000	\$0
	Total Amt mandated = 15%	\$42,651	\$42,651
	Difference	(\$60,349)	\$42,651

NOTE:

*** Home Administration

**** CHDO Request

City Commission Meeting
Tuesday June 14, 2011

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: June 1, 2011

SUBJECT: Application for Special Liquor License (American Red Cross)

Summary of Request:

The American Red Cross has submitted an application for a Special License for Beer, Wine and Spirits for Consumption on the Premises for July 15 & 16, 2011. This license is for a beverage service area to be located at Hot Rod Harley Motorcycle, 149 Shoreline Drive.

The Foundation meets all of the requirements for the special license with the exception of the request for “spirits”. Commission policy dictates that any special license request which includes spirits must be considered and approved by the body.

Financial Impact:

None.

Budget Action Required:

None

Staff Recommendation:

Staff has no recommendation.



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive - P.O. Box 30005 - Lansing, MI 48909-7505
(517)322-1326 or (517)322-6362

PART 1

Application For Special License For Sale of Beer and Wine Only or Beer, Wine and Spirits For Consumption on the Premises

1. Application for: ☐ Wine Auction ☐ Beer & Wine Only ☒ Beer, Wine & Spirits	2. Has your organization received a license before? ☒ Yes ☐ No
3. Name and Address of Applicant Organization American Red Cross Muskegon Oceana Chapter 313 W Webster Ave Muskegon, MI 49440	4. Non-profit Organization? (check one only) ☒ Yes ☐ No* (If No, you do not qualify for issuance of this license)
5. In continuous operation since (date): 1/1/1917	
6. RESOLUTION OF ORGANIZATION (required): At a meeting of the membership or board of directors, held on (date) <u>01/26/2011</u> , the following resolution was passed by a majority vote. RESOLVED: That the organization, through its duly authorized officers, make application to the MLCC for a Special License for the sale of either Beer and Wine, or Beer, Wine and Spirits, for consumption on the premises to be in effect on the following days (enter dates) <u>July 15 and 16, 2011</u> at the following location and address. Location Name: <u>Hot Rod Harley</u> Address: <u>149 Shoreline Dr Muskegon, MI 49440</u> This location is in the (city, incorporated village or township) <u>City of Muskegon</u> , County of <u>Muskegon</u> Outdoor Location ☐ No ☒ Yes - if yes, submit a diagram with dimensions, indicate how it will be contained & security provisions. Type of event: <u>Concert</u>	
7. CHURCH OR SCHOOL APPROVAL: If the proposed location is within 500 feet of a church and/or school then you must have both church and/or school officials approve the application for a special license by filling out and signing this box or attaching an authorizing statement sheet. I, the authorized representative of the named church and/or school, state that we have no objection to the issuance of a special license to the applicant organization, at the location entered on the resolution. Name and address of church and/or school: _____ Address _____ City _____, Michigan Zip _____ X _____ Signature of authorized church and/or school representative, phone # and date: (Attach additional sheets if necessary.)	
8. MILITARY INSTALLATION: Is the proposed location at a military installation or a facility operated by the military? ☐ Yes ☒ No If YES, you must also have the local government complete PART 4 of this application. Military Agreement Number _____ We understand the granting of this license and operation under such license are subject to all regulations of the Department of Military Affairs, the provisions of the Liquor Control Code, and the Rules of the Commission.	

ALL APPLICANTS- We certify that all profits derived from the sale of beer, wine and/or spirits will go to the organization and not to any individual. We further certify that the statements made are true. We further agree to abide by all provisions of the Liquor Control Code and any rules issued by the Commission; that any license issued by the Commission is a contract subject to suspension or revocation by the MLCC, that there shall be no liability on the part of the State of Michigan, the MLCC, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

MAIL LICENSE TO: Contact Phone No. +1 (231) 726-3555 (You must be at least 21 years old to sign and receive a license.)

Name Tim Lipan

Address 313 W Webster Ave

Muskegon, MI 49440

[Signature]
President (Signature must be legible)

3769 Whispering Woods Muskegon MI 49444 231 726-4046

Home Address and Daytime Phone Number

[Signature]
Secretary (Signature must be legible)

602 4th ST North Muskegon, MI 49445 231 744-8567

Home Address and Daytime Phone Number

[Signature]
Signature of Notary

May 19, 2011
Subscribed and sworn on date

SUSAN L. KENNERT
Print Name

Muskegon
County

March 20, 2014
Commission Expires Date

SUSAN L. KENNERT

Notary Public, State of Michigan
County of Muskegon

My Commission Expires Mar. 20, 2014
Acting in the County of Muskegon

Date: June 14, 2011

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Removal of Street lights in the Nims, & Campbell Neighborhoods

SUMMARY OF REQUEST:

Authorize staff to enter into agreement with Consumer energy to remove street lights in the areas of Nims & Campbell neighborhoods. C.E's has offered to remove over 30-street mid-block street lights at no cost to the City as part of their upcoming system improvements.

The estimated annual savings to the City is over \$6,000.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To authorize staff to enter into an agreement with Consumer Energy to remove the mid-block street lights using the following procedure:

1. All major street intersections with another major street and/or local street must have a minimum of two (2) fixtures.
2. All local street intersections shall have a minimum of one (1) light fixture.
3. The spacing between fixtures on major streets (non-boulevard type) shall be no more than 400 feet, and for a boulevard no more than 300 feet.
4. The spacing between fixtures on local streets shall be no more than 500 feet
5. The engineer will use his/her discretion and best judgment to override the above for geometric and unusual alignment such as curves and or obscure physical structures.

COMMITTEE RECOMMENDATION:

CITY COMMISSION MEETING DATE
June 14, 2011

Date: June 7, 2011

To: Honorable Mayor and City Commissioners

From: Cathy Brubaker-Clarke, Director of Community & Economic Development

Re: Special Event Request – **Muskegon Summer Celebration (annual event)**

SUMMARY OF REQUEST: Muskegon Summer Celebration has filed a special event application for their annual festival to be held in downtown Muskegon June 30 through July 9 (but no events on July 5). Some of their requests require City Commission approval and are listed on the attached sheet.

FINANCIAL IMPACT: Summer Celebration requests that equipment rental fees be waived. In exchange, they will provide a pre-negotiated amount of concert tickets. The exchange will be coordinated with the City Manager.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval, with the conditions listed on the attached sheet.

COMMITTEE RECOMMENDATION: None

2011 SUMMER CELEBRATION REQUESTS REQUIRING CITY COMMISSION APPROVAL

1. Permission to sell liquor (spirits) as part of their liquor license.
Liquor drinks will be served in the tiki bar area of the concert venue. As in past years, the contracted vendor will control the amount of alcohol per drink.

The second location is the area behind the main stage where pre-mixed signature drinks will be served.

Staff recommends approval.

2. Policy deviation for street closure times -- Clay Ave. between 3rd & 5th Streets.
City Special Event Policy states that "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." Summer Celebration is requesting to close Clay between 3rd & 5th at 11:00 p.m. on Wednesday June 29 so that they may set up their Bistro area.

The reason for the earlier street closure time is to give the food concession vendors time to set up on Thursday, since set-up of those booths takes more time than the craft booths. They chose 11:00 p.m. on Wednesday so that cars will not be parked there Thursday morning.

Staff recommends approval, with the condition that Summer Celebration provide advance written notice to property owners in the affected areas.

3. Waiver of some City equipment rental fees & use of their own labor.
Summer Celebration has requested the waiver of some City equipment rental fees. In exchange, they will provide the City with an equal monetary value in concert tickets, which shall be coordinated through the City Manager. They also request to use their own labor pool rather than City employees whenever possible.

It is recommended that staff be allowed to make the final decision regarding rental fees, actual costs, and/or exchange of concert tickets, to be coordinated through the City Manager. In addition, staff recommends that if Summer Celebration personnel pick up items such as picnic tables, bleachers, and trash cans for distribution at the proper locations, the rental charges for those items will be waived.

It is also recommended that staff review City personnel staffing levels with Summer Celebration staff, with the City making the final decision on the number of City staff needed for the event.

These recommendations follow what was done for the 2009 and 2010 events.