CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 9, 2010

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. **Gaming License Request for the Greater Muskegon Woman's Club.** CITY CLERK
    - C. **Liquor License Transfer Request for 88 Gas & Beer, Inc., 1992 S. Getty Street.** CITY CLERK
    - D. **Purchase of 531 Orchard.** COMMUNITY & NEIGHBORHOOD SERVICES
    - E. **2010-2011 Healthcare & Wellness Program.** FINANCE
    - F. **Project Safe Neighborhood Subaward Agreement.** PUBLIC SAFETY
    - G. **City-MDOT Agreement for the Bridge Work on US-31BR over the South Branch of the Muskegon River.** ENGINEERING
    - H. **Fireworks Display Permit for West Michigan Burnerz.** CITY CLERK
- **PUBLIC HEARINGS:**
    - A. **Recommendation for Annual Renewal of Liquor Licenses.** CITY CLERK
- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:**
- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**

A. **Consideration of Bids for B-241 Heritage Landing Bike Path Extension.** ENGINEERING

B. **Water Bond Refunding.** FINANCE

C. **Summer Celebration Payment Deferral.** CITY MANAGER

- **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: March 9, 2010

To: Honorable Mayor and City Commissioners

From: Ann Marie Becker, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes for the February 19th Goal Setting Meeting and the February 23rd Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY COMMISSION GOAL SETTING SESSION
FEBRUARY 19, 2010

MINUTES

Present: Mayor Warmington, Vice Mayor Gawron, Commissioners Carter, Shepherd, Spataro, Wierengo, and Wisneski.

Staff Present: Mazade, Al-Shatel, Grant, Kleibecker, Maurer, Kincaid, Kuhn, Brubaker-Clarke, Griffin, Paul, Lewis, Smith, Thompson, Scholle, and Becker.

Others: Dave Alexander, Muskegon Chronicle

Opening remarks were given by Mayor Warmington.

Bob Kuhn facilitated the session. Meeting began at 9:00 a.m.

The Mission, Vision and Value Statements were reviewed.

The 2010 Goal Setting meeting centered around proposed financial and program cuts to the 2010 and 2011 fiscal years.

Commissioners offered suggestions of services that could be further evaluated for possible elimination or reduction of services. The following categories and suggestions were made:

<u>Get out of the business</u>
Youth services (eliminate completely, partially, or partnership with another organization(s))
Senior citizen transit
Streetlight reduction

<u>Is this duplicated</u>
Economic development
CIS mapping
Inspections
LC Walker Arena

<u>Contracting out</u>
Traffic Department
Cemetery maintenance
Lift station
Job descriptions (regionally or internally)

<u>Level of service reduction</u>
Extend vehicle rentals

<u>Cost reductions</u>
Wages and benefits
Vendors
Smartzone debt

Cost sharing of benefits
Healthcare costs target 15% for employee responsibility

Reorganization
CDBG Funds
Fire services
Physical consolidation of City Hall
Prevailing wage rates
Youth programs

Discussion also took place on a possible millage increase. Tim Paul indicated that a two mill increase is the equivalent of $1.5 million in revenue.

Commissioners agreed that cuts to the budget need to be made before a millage increase can be considered.

City Staff left the meeting/session at 12:30 p.m.

City Manager and Commission continued discussions immediately following.

Ann Marie Becker, MMC
City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 23, 2010

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, Michigan at 5:30 p.m., Tuesday, February 23, 2010.

Mayor Warmington opened the meeting with a prayer from Vice Mayor Gawron 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 Chris Carter, Clara Shepherd, Lawrence Spataro, Sue Wierengo, and Steve Wisneski, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

2010-15 INTRODUCTIONS/PRESENTATION:

A. MAREC – Energy Partners, LLC.

Cathy Brubaker-Clarke introduced Arn Boezaart who gave an overview.

2010-16 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the February 1st Special Commission Meeting, the February 8th Commission Worksession, and the February 9th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes

B. Amend Zoning Ordinance – Vintage Shops. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Section 1101 of Article XI to include "Vintage Shops" as a special use permitted in B-2 districts.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request to amend Section 1101 of Article XI to include "Vintage Shops" as a special use permitted in B-2 districts.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their February 11th meeting. The vote was unanimous.

C. Amend Zoning Ordinance Definitions for Vintage Shops. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Article II (Definitions) to add definitions for "Vintage Shops" and "Vintage Merchandise."

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request to amend Article II (Definitions) to add definitions for "Vintage Shops" and "Vintage Merchandise."

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their February 11th meeting. The vote was unanimous.

D. Road Salt Procurement Authorization. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to enter into an annual contract for road salt procurement through the State of Michigan Purchasing Program (MIDEAL).

FINANCIAL IMPACT: Per ton prices determined yearly; average winter purchases of between 4,000-6,000 tons. The most current contracts have solicited 2006/2007 pricing of $32.99/ton and 2007/2008 pricing of $34.24/ton and 2008/2009 pricing of $40.40/ton and 2009/2010 extended contract price of $56.49/ton.

BUDGET ACTION REQUIRED: None, expense is budgeted yearly through Public Works.

STAFF RECOMMENDATION: Approve request.

E. Amend 2008–2009 and 2009-2010 CDBG and HOME Action Plans. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve for the CNS office to amend the 2008-2009 and 2009-2010 CDBG and HOME Action Plans.

In 2007 the City of Muskegon was awarded a three-year Healthy Home Lead grant from the U. S. Department of Housing and Urban Development for $1,000,070. The first two years of the grant were designed to focus on community outreach and the abatement of homes that tested positive for lead. The last year, which we are currently in, is to be used to take care of miscellaneous items that need to be addressed in order to close out the grant.

In the original grant documentation, the City was to be responsible for $658,304 in in-kind and/or cash match. To complete the City's match requirements, the CNS office is proposing the following adjustments to its 2008-2009 and 2009-2010 Action Plans:

Reallocate $140,000 from the 2009-2010 Action Plan originally allocated to HOME Weatherization.

Reallocate $50,000 from the 2009-2010 Action Plan originally allocated to HOME Rental Rehabilitation.

Reallocate $10,000 from the 2009-2010 Action Plan originally allocated to CDBG Delivery Services.

Reallocate $30,000 from the 2008-2009 Action Plan from HOME Infill New Construction.

FINANCIAL IMPACT: Those amounts will be deducted from the specific program budgets.

BUDGET ACTION REQUIRED: The amendment of the 2008 and 2009 budgets.

STAFF RECOMMENDATION: To approve for the CNS office to amend the 2008 and 2009 Action Plans in the manner described above to meet its grant match requirements.

F. **Resolution in Support of Protecting the Great Lakes from the Asian Carp.** CITY CLERK

SUMMARY OF REQUEST: Approve the resolution to support Federal and State efforts to prevent the Asian Carp from infiltrating the Great Lakes.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to approve the Consent Agenda as presented.

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

Nays: None

MOTION PASSES

2010-17 NEW BUSINESS:

A. **Concurrence with the Housing Board of Appeals Notice and Order to Demolish the following:** PUBLIC SAFETY

558 E. Apple Avenue (Area 11)

337 Catawba Avenue

313 E. Forest Avenue

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner Spataro, second by Commissioner Shepherd to concur with the Housing Board of Appeals notice and order to demolish 558 E. Apple Avenue, 337 Catawba Avenue, and 313 E. Forest Avenue.

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

Nays: None

MOTION PASSES

B. <u>Urban Revitalization Grant.</u> PLANNING & ECONOMIC DEVELOPMENT

Motion by Commissioner Spataro, second by Vice Mayor Gawron to adopt the two resolutions presented contingent on Russell Block Market, Inc. providing irrevocable letter of credit, bond, cash or bank account or other means acceptable to the City Attorney and City Manager prior to the grant submittal by the City of Muskegon for the local match of $90,000.

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

Nays: Shepherd

MOTION PASSES

PUBLIC PARTICIPATION: Various comments were heard from the public.

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

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

Date: March 9, 2010

To: Honorable Mayor and City Commissioners

From: Ann Marie Becker, City Clerk

RE: Gaming License Request

SUMMARY OF REQUEST: The Greater Muskegon Woman's Club 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

GREATER MUSKEGON
WOMAN'S CLUB
continuing the legacy

March 2, 2010

Dear Community Leaders,

The Greater Muskegon Woman's Club is currently seeking eligibility for a State of Michigan Charitable Gaming License. One requirement of this process is a copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).

The Greater Muskegon Woman's Club has served our community, uninterrupted, for 120 years. We do this through: Education, The Arts, Service, Community Activities, Philanthropy, and Scholarships. We also have recently dedicated our Tea Room to the "Muskegon County Women of Achievement Hall of Fame".

Your consideration in this endeavor is greatly appreciated.

Sincerely,

Connie Tenkel

Connie Tenkel
President, Greater Muskegon Woman's Club

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a ______________________ meeting of the ______________________
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by ______________________ on ______________
DATE

at __________ a.m./p.m. the following resolution was offered:
TIME

Moved by ______________________ and supported by ______________________

that the request from ______________________ of ______________,
NAME OF ORGANIZATION — CITY

county of ______________________, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for ______________________.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	________	Yeas:	________
Nays:	________	Nays:	________
Absent:	________	Absent:	________

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the ______________________ at a ______________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on ______________________.
DATE

SIGNED: ____
TOWNSHIP, CITY, OR VILLAGE CLERK

____
PRINTED NAME AND TITLE

____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

Internal Revenue Service

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Date: November 3, 2005

GREATER MUSKEGON WOMANS CLUB
% ROSALINE SMITH
280 W WEBSTER AVE
MUSKEGON MI 49440-1209

Person to Contact:
Ms. Smith #31-07262
Contact Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
38-1363567

Dear Sir or Madam:

This is in response to your request of November 3, 2005, regarding your organization's tax-exempt status.

In April 1951 we issued a determination letter that recognized your organization as exem from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading (this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

STATE OF MICHIGAN
BUREAU OF STATE LOTTERY
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

MICHIGAN LOTTERY
M. SCOTT BOWEN
COMMISSIONER

LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

Please allow at least 8 weeks for the qualification process.

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, millionaire party, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.

2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.

3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c)

   OR

   copies of one bank statement per year for the previous five years, excluding the current year.

4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:

   A. If exempt under 501(c)3, to another 501(c)3 organization.

   B. If not exempt under 501(c)3, to the local government.

5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.

6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).

7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization."

BSL-CG-1453(2/09)

Date: March 9, 2010

To: Honorable Mayor and City Commissioners

From: Ann Marie Becker, City Clerk

RE: Liquor License Transfer Request
88 Gas & Beer, Inc.
1992 S. Getty Street

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from 88 Gas & Beer, Inc. to transfer ownership of the 2009 SDM License located at 1992 S. Getty, from Raj & Sidhu, Inc.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

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

RECEIVED
NOV 09 2009
City Clerks Office

LOCAL GOVERNMENT 15-DAY NOTICE

[Authorized by R 436.1105 (2d) and (3)]

November 3, 2009

MUSKEGON CITY COUNCIL
933 TERRACE STREET
PO BOX 536
MUSKEGON, MI 49443-0536

Request ID #: 531503

The Michigan Liquor Control Commission has received an application from 88 GAS & BEER, INC. REQUESTS TRANSFER OWNERSHIP OF 2009 SDM LICENSE FROM RAJ & SIDHU, INC., LOCATED AT 1992 S GETTY, MUSKEGON, MI 49442, MUSKEGON COUNTY.

CONTACT:
SURINDER KAUR, 3895 LAKE HARBOR RD, MUSKEGON, MI 49441, PHONE: (231)780-5317

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption off the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor, other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Code, Rules and Related Laws for off-premise licenses, the local governing body, or its designee, may notify the Commission at the above address within 15 days of receipt of this letter if the applicant location will not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the applicable laws and ordinances. A copy of the law and/or ordinance may be submitted with the notification.

If you have any questions, contact the appropriate unit (On Premises, Off Premises or Manufacturers & Wholesalers) at (517) 322-1400.

smg

LC-3104(Rev. 09/05) Authority: R436.1105(2d) and (3) Completion: Mandatory Penalty: No License	The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

Phone: 231-724-6750
FAX: 231-722-5140

March 1, 2010

To: City Commission through the City Manager

From: A. L. Kleibecker
Anthony L. Kleibecker, Director of Public Safety

Re: Liquor License Investigation – 1992 S. Getty Street
Transfer of 2009 SDM License

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant 88 Gas & Beer, Inc. of 1992 S. Getty Street, Muskegon, MI. 49442.

88 Gas & Beer, Inc. is requesting to transfer ownership of 2009 SDM license from Raj & Sidhu, Inc., located at 1992 S. Getty Street, Muskegon, MI. 49442. The applicant for 88 Gas & Beer, Inc. is Surinder Kaur of Muskegon MI.
Ms. Kaur does have experience in the alcohol service industry with ownership of JB Liquor, located at 3374 Hoyt Street, for the past 1.5 years.

A check of Muskegon Police Department records and criminal history showed no reason to deny this request.

ALK/kd

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

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

FOR MLCC USE ONLY

Request ID # 531503

Business ID # 222703

12-14-09 TAA

Please conduct your investigation as soon as possible, complete all four sections of this report and return the completed report and fingerprint cards to the MLCC.

LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:

88 GAS & BEER, INC. REQUESTS TRANSFER OWNERSHIP OF 2009 SDM LICENSE FROM RAJ & SIDHU, INC., LOCATED AT 1992 S GETTY, MUSKEGON, MI 49442, MUSKEGON COUNTY.

Section 1. APPLICANT INFORMATION

APPLICANT #1:	APPLICANT #2:
SURINDER KAUR 3895 LAKE HARBOR RD MUSKEGON, MI 49441 PHONE: (231)780-5317	
DATE FINGERPRINTED**: NO FINGERPRINTS NEEDED	DATE FINGERPRINTED**:
DATE OF BIRTH: 3-1-59 Is the applicant a U.S. Citizen: ☒ Yes ☐ No* *Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No* *Does the applicant have a Visa? Enter status:	DATE OF BIRTH: Is the applicant a U.S. Citizen: ☐ Yes ☐ No* *Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No* *Does the applicant have a Visa? Enter status:

Attach the fingerprint card and $30.00 for each card and mail to the Michigan Liquor Control Commission

ARREST RECORD: ☐ **Felony** ☐ **Misdemeanor**	**ARREST RECORD:** ☐ **Felony** ☐ **Misdemeanor**
Enter record of all arrests and convictions (Attach a signed and dated sheet if more space is needed)	Enter record of all arrests and convictions (Attach a signed and dated sheet if more space is needed)

Section 2. INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED

Does applicant intend to have dancing, entertainment, topless activity, or extended hours permit?
☒ No ☐ Yes, complete LC-1636

Are motor vehicle fuel pumps at or directly adjacent to the establishment? ☐ No ☒ Yes, explain relationship:
Gas Station

Section 3. LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No **If No**, indicate which state and local ordinances the location does not meet: ☐ Building ☐ Plumbing ☐ Zoning ☐ Fire ☐ Sanitation ☐ Health

Section 4. RECOMMENDATION

1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No*
2. Should the MLCC grant this request? ☒ Yes ☐ No*

*If **any** of the above questions were answered No, you must state your reasons for MLCC consideration of this recommendation on the back of this form or on an attached signed and dated sheet.

3. Is this recommendation subject to final inspection to determine that the proposed location meets all building, plumbing, zoning, fire, sanitation and health laws and ordinances? ☐ Yes ☒ No
4. Is this recommendation subject to any other conditions? ☐ Yes ☒ No

If Yes, list the conditions below or on an attached signed and dated sheet if more space is needed

X [signature] 3-2-10
Signature (~~Sheriff or~~ Chief of Police) Date

MUSKEGON POLICE DEPARTMENT

LC-1800 (Rev. 08/2008) Authority: MCL 436.1217 and R 436.1105; MAC Completion: Mandatory Penalty: No License	The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

Commission Meeting Date: March 9, 2010

Date: **March 2, 2010**

To: **Honorable Mayor & City Commission**

From: **Community and Neighborhood Services Department**

RE: **Purchase of 531 Orchard**

SUMMARY OF REQUEST: To approve the purchase of 531 Orchard (Revised Plat 1903 Lot 6 Block 18) from Jay Dee Property LLC of 1375 5th Street Muskegon, MI 49442 for the appraised price of *thirteen thousand* dollars ($13,000).

After 531 Orchard is obtained, the City will demolish the property as a part of its Operation R & R II Orchard Street Redevelopment program.

FINANCIAL IMPACT: The funding for the purchase will be taken from CDBG program income and the demolition of the property will be funded with Neighborhood Stabilization funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the property.

COMMITTEE RECOMMENDATION: None needed

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made ___03/01___, 2010, by and between **Jay Dee property LLC**, of 1375 5th Street, Muskegon, Michigan 49441 ("Seller"), and the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer").

1. **General Agreement and Description of Premises**. Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, the real property ("Premises"), in the City of Muskegon, County of Muskegon, State of Michigan, specifically described as:

***531 Orchard** CITY OF MUSKEGON REVISED PLAT OF 1903 E 46 FT LOT 2 BLK 47*

subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment**. The purchase price for the Premises shall be Thirteen Thousand dollars and no cents ($13,000.00), payable in cash or city check to Buyer at Closing.

3. **Taxes and Assessments.** All taxes and assessments which are due and payable at the time of Closing shall be paid by the Seller prior to or at Closing. All taxes and special assessments which become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to Buyer's attorney, ten (10) days prior to closing, a commitment for title insurance, issued by Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, the Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or (otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If the Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be

Agreement, which alone fully and completely expresses the agreement of the parties.

c. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

d. Successors. All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

e. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

f. Survival of Representations and Warranties. The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Buyer have been fully satisfied.

g. Modification of the Agreement. This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement the day and year first above written.

WITNESSES:

____

____

____

BUYER: CITY OF MUSKEGON

By____________________
Stephen J. Warmington, Mayor

By ____________________
Ann Marie Becker, MMC Clerk

SELLER:

____
Jay Dee Property LLC

Date: March 10, 2010

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: 2010-2011 Healthcare & Wellness Program

SUMMARY OF REQUEST: It is time to renew the City's healthcare coverage for 2010-11. Last year significant changes were made to the healthcare program including introduction of HRA accounts and adoption of Priority Health's "co-pay alignment" program. These measures helped stabilize costs in 2010. However, healthcare costs continue to rise. Renewal premiums for the City's current healthcare program have come in at $815.85/employee/month, a 9.45% increase over the current rate ($745.40).

Staff proposes implementation of a formal wellness initiative tied to specific benefit levels. For 2010-11, Wellness Program participation will mean the City will continue to pay HRA deductibles; non-participants will pay the first $500 (single)/ $1,000 (family) of the deductible. As employee deductible shares increase in future years, a differential will be maintained to incentivize Wellness participation.

FINANCIAL IMPACT: Following is a comparison of current and next year costs for the Priority Health HMO program:

	2009-10	2010-11
Premium	$8,945	$9,790
Self-Insured HRA Costs (a)	900	981
Employee Premium Co-pay	(520)	(520)
Net City Cost/EE	9,325	10,251
Number of Covered Employees (b)	234	234
Total Annual City Cost	$2,182,050	$2,398,734
(a) Estimated based on YTD experience (b) Will likely decrease in 2010-11 due to cutbacks		

BUDGET ACTION REQUIRED: None at this time. Employee and retiree healthcare costs are included in the 2010 budget. Five months of the 2010 budget year will be at the "old" rate and seven months will be at the "new" rate. The net weighted average monthly cost for 2010 is $9,865/EE vs a budgeted amount of $9,842/EE. There are adequate reserves in the General Insurance Fund to cover the difference.

STAFF RECOMMENDATION: Authorize staff to execute documents with Priority Health to renew healthcare coverage and implement the Wellness program outlined herein.

COMMITTEE RECOMMENDATION: None.

PriorityHealth®

1231 East Beltline, NE
Grand Rapids, MI 49525
616 942-0954
800 942-0954

PRIORITYHMO℠ COPAY ALIGNMENT RATE EXHIBIT

Proposal for:	City of Muskegon Active Employee Plan
Effective Date:	June 1, 2010 – May 31, 2011
Rate Guarantee:	For 12 months from the effective date of coverage, or to the renewal date of the traditional carrier, whichever is sooner.
Benefit Level:	Basic agreement with: $15 PCP Office Visit Copayment $30 Specialist Office Visit Copayment 100% Hospital Coverage
Deductible:	$1,000 Individual / $2,000 Family Medical Deductible
Riders:	$10/$40 Prescription Drug Copayment with Contraceptive Medications Mail Order: 90-Day Supply at Two Times the Rx Copayment 80% Durable Medical Equipment Coverage 80% Prosthetic & Orthotics Coverage $100 Advanced Imaging Copayment $100 Emergency Room Copayment $45 Urgent Care Copayment $50 Ambulance Copayment Vision Coverage – High Plan (exam & supplies every one contract year) Health by Choice Rewards

Monthly Rate:	**Single:**	**Double:**	**Family:**
	$815.85	**$815.85**	**$815.85**

PRIORITY HEALTH

Paula Brawdy
Key Account Manager
March 2, 2010

- Rates are subject to approval by the Office of Financial and Insurance Regulation (OFIR).
- Priority Health reserves the right to withdraw this rate exhibit up to the effective date of coverage should the account fail to meet minimum underwriting standards.

A decision on the benefit level for renewal of Priority Health must be received by the 1st of the month prior to the renewal date. If no decision is received, the plan will automatically renew at the current benefit level and benefits cannot be changed mid plan year.

CITY OF MUSKEGON

RENEWAL HISTORY

Renewal Date	Renewal Rate	Annual Cost Per Employee	Est City Cost Deductible	Increase/ Decrease	Plan	Hospital	PCP Office Visit	Urgent Care	Emergency Room	DME/ PO	Ambulance	Vision	RX
6/1/2001	Physicians Health Plan												
6/1/2002	$ 526.33	$ 6,315.96		n/a	HMO	100%	$10	$10	$25	80%	$50	12mth	$10
6/1/2003	$ 623.27	$ 7,479.24		18.40%	HMO	100%	$10	$10	$25	80%	$50	12mth	$10
6/1/2004	$ 678.43	$ 8,141.16		8.80%	HMO	100%	$10	$10	$25	80%	$50	12mth	$15
6/1/2005	$ 693.27	$ 8,319.24		2.20%	HMO	100%	$10	$10	$25	80%	$50	12mth	$15/$25
6/1/2006	$ 744.43	$ 8,933.16		7.40%	HMO	100%	$10	$10	$25	80%	$50	12mth	$15/$25
6/1/2007	$ 787.87	$ 9,454.44		5.80%	HMO	100%	$15	$25	$50	80%	$50	12mth	$15/$30
6/1/2008	$ 835.19	$ 10,022.28		6.00%	HMO	100%	$15	$25	$50	80%	$50	12mth	$15/$30
6/1/2009	$ 745.40	$ 8,944.80	$ 900.00	-10.70%	HMO/HRA	100%*	$15**	$45	$100	80%	$50	12mth	$10/$40
6/1/2010	$ 815.85	$ 9,790.20	$ 981.00	9.45%	HMO/HRA	100%*	$15**	$45	$100	80%	$50	12mth	$10/$40

<u>* $1,000/$2,000 HRA/Deductible</u>

- 2009-10: City pays full deductible - costs are approx. $1,000/ee/yr
- 2010-11: City to pay full deductible for employees participating in wellness initiative; non-particiapnts to pay first $500/$1000 of deductible

** Copay Alignment ($15 PCP, $30 Spec., $45 UCC, $100 ER, $100 Adv. Imaging)

2010 Wellness Plan

For all Active employees of the City of Muskegon

The City of Muskegon would first like to thank the Union and Non-Union employees who participated on the Wellness Committee. It has taken many hours and discussion to come up with this plan. The Wellness Committee was presented with much information and a number of options to choose from. They have designed the following 2010 Wellness Plan that will be effective June 1, 2010. The goal of the plan is to encourage employees and their dependents to follow healthy lifestyles so that health insurance costs for both the City and the employee can be controlled.

Wellness Timeline

Apr '10	May '10	Jun '10—Dec '10	Jan '11—Apr '11	May '11	Jun '11
1	2	3	4	5	6

1	April 1—April 30, 2010, Employees complete WebMD HealthQuotient online
2	May 1, 2010, Priority Health runs report to show who completed HealthQuotient (HQ). Those who do not complete the HQ will be responsible for the first $500 Individual deductible/ $1000 Family deductible beginning June 1, 2010.
3	June 1, 2010 Plan effective date. Two plans will be set up. Plan 1 is for those that completed HQ and the City will pay 100% of the $1000 Individual / $2000 Family deductible. Plan 2 is for those who did not complete HQ and the employee will be responsible for the first $500 Individual /$1000 Family deductible.
4	Prepare for June 1, 2011 renewal. All employees have the option again to participate in the Wellness Plan. During this timeframe, employees will need to complete all 4 categories. Those who do not complete these categories by April 30, 2011 will be responsible for the first $500 Individual /$1000 Family deductible.
5	May 1, 2011, Priority Health will run report to determine those who completed all 4 categories. Those who did not complete the 4 categories will be responsible for the first $500 Individual / $1000 Family Deductible beginning June 1, 2011.
6	June 1, 2011 Plan effective date. Two plans will be set up. Plan 1 is for those that completed the 4 Categories and the City will pay 100% of the $1000 Individual/$2000 Family deductible. Plan 2 is for those who did not complete the 4 Categories and the employee will be responsible for the first $500 Individual/$1000 Family deductible.

The following are the 4 Categories:

1. Complete Online WebMD HealthQuotient
2. Visit your Primary Care Physician—Physical Exam once every 2 years.
3. Participate in Disease Management Requirements, if applicable
4. Complete 1 of 4 Rewardable Actions:
    A. Weight Assessment
    B. Stress Assessment
    C. Exercise Program (Phase 1)
    D. Tobacco Cessation (Phase 1)

Should you have any questions, please contact one of the following people:

Your Union Representative; or
Kathy Coleman, 724-6713; or
Julie Balgooyen, Agent 726-4046

Sincerely,

Tim Paul, Finance Director

Don't forget to mark these dates down in your calendar!

- November & December—Hold it for the Holidays, Extra incentives if you participate!
- January—Worksite Class
- February—Worksite Class
- March—Worksite Class
- April & May—Pedometer Challenge, Extra incentives if you participate

City Commission Meeting
Tuesday February March 9, 2010

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: March 3, 2010

SUBJECT: Project Safe Neighborhood Subaward Agreement

Summary of Request:

The United States Department of Justice, Office of Justice Programs, has awarded the Muskegon Police Department a $5,000 grant under the auspices of Project Safe Neighborhoods (PSN). PSN is a nationwide, anti-gun initiative. We have been a member of the PSN Federal Taskforce since its inception. The award money will be utilized to purchase a ProHD CCD Camcorder with accessories. This camcorder will be used to aid us in processing crime scenes.

The award is being administered by Grand Valley State University, who serves as the Primary Awardee. The Director of Public Safety is asking that you authorize him to sign the appropriate grant award documents.

Financial Impact:

None. No matching funds are required.

Budget Action Required:

None

Staff Recommendation:

Authorize the Director of Public Safety to enter into the agreement.

GRAND VALLEY
STATE UNIVERSITY
www.gvsu.edu

RECEIVED
MAR 03 2010
MUSKEGON POLICE DEPT.
CHIEF of POLICE

February 26, 2010

Anthony Kleibecker
Director of Public Safety
Muskegon Police Department
980 Jefferson
Muskegon MI 49440

Subject: Project Safe Neighborhoods No. GVSU-209854-01

Dear Chief Kleibecker,

Enclosed, please find a subaward agreement (No. GVSU-209854-01) between Grand Valley State University and the Muskegon Police Department in support of the WDMI Project Safe Neighborhood FY 2009 Initiatives. This project will be effective from March 1, 2010 through June 30, 2011 with a funding amount of $5,000. A copy of the prime award from the Department of Justice to GVSU (2009-GP-BX-0041) is also included for your records.

Please review and have your authorized official sign on pages 1, 3, 5, and 6. Please return the original signed agreement to me at the address below. A signed and fully executed agreement will be returned to you.

If you have any technical questions regarding this agreement, they should be directed to Dr. William Crawley, School of Criminal Justice. He can be reached at (616) 331-7143 or via email at crawleyw@gvsu.edu. Should there be any further questions regarding the federally mandated aspects of the agreement, please contact me at (616) 331-6868 or at chambech@gvsu.edu.

Sincerely,

Christine Chamberlain

Christine Chamberlain, Director
Grants Development and Administration
Grand Valley State University
401 W. Fulton, 311C DeVos Center
Grand Rapids MI 49504

Enclosure: Subaward Agreement No. GVSU-209854-01
Prime Award No: 2009-GP-BX-0041

cc: W. Crawley, CCPS
M. McCloud, Business/Fin.
GDA File

CONTRACTUAL SERVICES

		MATCHING FUNDS		
CONTRACTUAL SERVICES: (*Itemize* - Do NOT include professional fees for doctors, psychologists, etc.)	**GRANTOR**	**CASH**	**IN-KIND**	**TOTAL**
TOTAL CONTRACTUAL SERVICES:				0

CONTRACTUAL SERVICES NARRATIVE: N/A

TRAVEL

		MATCHING FUNDS		
TRAVEL:	**GRANTOR**	**CASH**	**IN-KIND**	**TOTAL**
(*Itemize* - include mileage, airline cost, lodging, per diem, parking car rental)				
TOTAL TRAVEL:				0

TRAVEL AND TRAINING NARRATIVE: N/A

EQUIPMENT

			MATCHING FUNDS		
EQUIPMENT ($1,000 or more per Unit): (Itemize- DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items		**GRANTOR**	**CASH**	**IN-KIND**	**TOTAL**
ITEM	QUANTITY				
ProHD CCD Camcorder & Accessories	1	$5,000			$5,000
TOTAL EQUIPMENT:					**$5,000**

EQUIPMENT NARRATIVE: Purchase of a ProHD Compact Handheld 3-CCD Camcorder with Optical Image Stabilization and 2x SDHC Memory Card Slots and related accessories. The goal is to obtain up-to-date technology which will aid in the investigation and prosecution of crimes including gun crimes.

Date: March 9, 2010

To: Honorable Mayor and City Commissioners

From: Engineering

RE: City – MDOT Agreement for the Bridge Work on US-31BR over the South Branch of the Muskegon River

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SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the decks reconstruction of the two bridges on US-31BR over the south branch of the Muskegon River and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contracts.

FINANCIAL IMPACT:

The City's required participation on this MDOT project is expected to be $98,900.

BUDGET ACTION REQUIRED:

This project needs to be incorporated into the 2010 CIP budget

STAFF RECOMMENDATION:

Approve the attached contract and resolution and authorize the Mayor & Clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION__________

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE DEEP OVERLAY OF BOTH BRIDGES ON US-31BR OVER THE SOUTH BRANCH OF THE MUSKEGON RIVER. TOGETHER WITH OTHER NECESSARY RELATED WORK AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK ANN BECKER TO EXECUTE SAID CONTRACT

Moved by____________________________________and supported by

Commissioner__________________________that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **09-5107** between the Michigan Department of Transportation and the City of Muskegon for the **deep overlay of both bridges on US-31BR over the south branch of the Muskegon River** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **09-5107** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this____________day of____________, 2010.

BY

____

Stephen J. Warmington, Mayor

ATTEST

____

Ann Becker, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on ____________**, 2010**. 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 Becker, City Clerk

	DAB	
FEDERAL AID PROGRESS PAYMENT	Control Section	ST 61153; M 61153; EBSL 61153
	Job Number	78622A; 78622C, D; 104617A;
	Federal Project	STP 1061(310); EBSL 1061(311)
	Federal Item	HH 6282; HH 6284
	Contract	09-5107

THIS CONTRACT is made and entered into this date of ______________________, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

PART A - (Job No. 78622) FEDERAL, STATE, & LOCAL PARTICIPATION)
Deep overlay work on Structure B03 of 61153 which carries westbound Highway US-31BR over the South Branch of the Muskegon River, east of the intersection of Highway US-31BR with Highway M-120; together with necessary related work, located within the corporate limits of the CITY; and

PART B - (Job No. 104617) FEDERAL, STATE, & LOCAL PARTICIPATION)
Deep overlay work on Structure B02 of 61153 which carries eastbound Highway US-31BR over the South Branch of the Muskegon River, south of the intersection of Highway US-31BR with Highway M-120; and

Bridge replacement work on Structure B04 of 61153 which carries eastbound Highway US-31BR over the South Branch of the Muskegon River, east of the intersection of Highway US-31BR with Highway M-120, including approximately 1000 feet of associated road work within the vicinity of the structure; all together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	$654,100
PART B	$2,254,400
TOTAL	$2,908,500

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the

DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	88.75%
CITY -	11.25%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FEDERAL AID	DEPT'S SHARE	CITY'S SHARE
PART A - Constr. & CE	$224,400	$183,700	$40,700	$36,100	$4,600
PART A - PE	$429,700	$0	$429,700	$381,400	$48,300
PART B - Constr. & CE	$2,254,400	$1,845,200	$409,200	$363,200	$46,000
TOTAL	$2,908,500	$2,028,900	$879,600	$780,700	$98,900

PE work for the construction of PARTS A and B is included in the PART A - PE section of the PROJECT COST.

The PE costs for will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a biweekly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No biweekly billings of a lesser amount than $1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number __________", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All

payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

12. All of the PROJECT work shall be done by the DEPARTMENT.

13. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MUSKEGON

By_______________________
Title:

By_______________________
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____________________________
Department Director MDOT

FORM APPROVED
1/26/10
ASSISTANT
ATTORNEY
GENERAL

WCS
REVIEWED
1-22-10
CONTRACT ADMIN

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

<u>March, 1998</u>

(Rev. 03/92)

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. <u>Compliance with Regulations</u>: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. <u>Nondiscrimination</u>: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. <u>Incorporation of Provisions</u>: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Date: March 9, 2010

To: Honorable Mayor and City Commissioners

From: Ann Marie Becker, City Clerk

RE: Fireworks Display Permit for West Michigan Burnerz

SUMMARY OF REQUEST: West Michigan Burnerz is requesting approval of a fireworks display permit for March 12, 2010 at the L. C. Walker Arena during the Hockey Game. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks and approval of the insurance.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of the insurance.

FM-32(12-68)

APPLICATION

FOR FIREWORKS DISPLAY PERMIT

Act 358, P.A. 1968

616-405-8704

DATE OF APPLICATION 3/4/10

206-5268

1. TYPE OF DISPLAY: [X] Public Display [ ] Agricultural Pest Control

2. APPLICANT

NAME OF PERSON	ADDRESS	AGE: Must be 21 or over
Josh Colgewitt	4 Camellia munica MI 49448	27
IF A CORPORATION: Name of President	ADDRESS	

3. PYROTECHNIC OPERATOR

NAME	ADDRESS	AGE: Must be 21 or over
Josh Colgewitt	4 Camellia munica MI 49448	27

EXPERIENCE:

NUMBER OF YEARS	NUMBER OF DISPLAYS	WHERE

NAMES OF ASSISTANTS:

NAME	ADDRESS	AGE
Brandon stephens	4 Camellia munica MI 49448	22
Sam Farrell	12728 montreal munica MI 49448	31

4. NON-RESIDENT APPLICANT

NAME	ADDRESS	
Name of Michigan Attorney or Resident Agent	ADDRESS	TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

L C Walker arena

DATE 3/12/10 TIME

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

4 Cone Fountians

5 Fire dancers with open Flame sticks

1 Fire Breathing

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE (to be set by municipality) $

B. BONDING CORPORATION OF INSURANCE COMPANY: NAME | ADDRESS

(See other side for instructions)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TT
WMBUR-1

DATE (MM/DD/YYYY) 03/04/10

PRODUCER

The White Agency - Twin Lake
5948 Holton Road
Twin Lake MI 49457
Phone: 231-828-5566 Fax: 231-828-6339

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

WM BURNERZ
JOSH COLQUITT
17980 COVE
SPRING LAKE MI 49456

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PROJECT / LOC	NC766630	05/12/09	05/12/10	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ INCLUDED
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ENTERTAINMENT PERFORMED ON OTHERS PREMISES - PRODUCTS

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

CERTIFICATE HOLDER

CITYO-5

CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON MI 49440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lisa R Reichle

Date: March 9, 2010

To: Honorable Mayor and City Commissioners

From: Ann Marie Becker, City Clerk

RE: Recommendation for Annual Renewal of Liquor Licenses

SUMMARY OF REQUEST: To adopt a resolution recommending non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 22, 2010, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the resolution.

Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

Phone: 231-724-6750
FAX: 231-722-5140

TO: Anthony Kleibecker
Director of Public Safety

FROM: Detective Kurt Dykman

DATE: 2-16-10

RE: Liquor License Renewal

A search of calls for service and violations of city liquor licensed establishments did not show any problematic sites.

The listed establishments did have a single violation for sale to a minor: Applebee's, Ghezzi's, Lighthouse Liquor, Pop-A-Top Tavern, Porthole Bar (Nauty's), Racquets, Someplace Else III, and Tipsy Toad.

I found no obvious reasons to deny renewal of any licensed establishments.

Kurt Dykman

RESOLUTION RECOMMENDING STATE WITHHOLD RENEWAL OF LIQUOR LICENSES FOR CODE VIOLATIONS

Resolution No.

THE CITY COMMISSION OF THE CITY OF MUSKEGON DO RESOLVE, that whereas, the attached business establishments in the City of Muskegon have liquor licenses and are found to be in violation of Article V, Section 50-146 and 50-147 of the Code of Ordinances of the City of Muskegon:

AND WHEREAS, a hearing was held on March 9, 2010, before the City Commission to allow such licensees an opportunity to refute the determination of the City Commission that such establishments are in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission; and

WHEREAS, an affidavit of mailing of Notices of Hearing and Notification of Non-Compliance to City Standards to the licensees has been filed;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby recommends that these liquor licenses <u>not</u> be approved for renewal, and a copy of this Resolution be sent to the State Liquor Control Commission. If any of these establishments come into compliance before March 22, 2010, they will be removed from this Resolution.

Approved and adopted this 9th day of March, 2010.

AYES:

NAYS:

ABSENT:

By:__________________________________

Ann Marie Becker, MMC
City Clerk

Name	Address	Money Owed	Occupancy Permit	Application and Fee	Business Registered
Captain Jack's Bar & Grill	1601 Beach	X		X	
Daniels Concessions	2300 Henry			X	X
Dockers Fish House & Lounge	3505 Marina View Pt.	X			
Dreamer's	978 Pine	X		X	
Express Lane	812 W. Laketon	X			
Express Mart	1992 S. Getty	X		X	
Ghezzi's Market	2017 Lakeshore			X	
Harbour Towne Yacht Club	3425 Fulton	X			
Holiday Inn	939 Third		X		
Lakeshore Tavern	1963 Lakeshore	X	X	X	
Los Amigos, Inc.	1848 E. Sherman, Suite M	X			
Muskegon Athletic Club	333 Western, Suite B	X			X
Muskegon Country Club	2801 Lakeshore		X		
Muskegon Recreation Club	1763 Lakeshore	X	X	X	
Pat's Roadhouse	157 S. Getty	X			
Polish Roman Catholic Union of America	1890 Henry			X	
The Flamingo II	1161 - 1163 E. Laketon	X	X		
The Frauenthal Center	413 - 415 W. Western		X		
The Old Clover Bar	817 Forest	X	X	X	
The Sand Bar	1031 W. Laketon	X			
Walgreen's	1000 S. Getty		X	X	
Walgreen's	840 W. Sherman		X	X	
Westside Inn	1635 Beidler			X	

Date: March 9, 2010

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids for:
B-241 Heritage Landing Bike Path Extension

SUMMARY OF REQUEST:

Award the Heritage Landing Bike Path Extension project to Accurate Excavators out of Muskegon since they were the lowest responsible bidder with a total bid price of $43,140.00 (without prevailing wages), see attached bid tabulation.

FINANCIAL IMPACT:

The construction cost of $43,140.00 plus engineering which is estimated at an additional 10%.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Award the construction project to Muskegon Quality Builders.

COMMITTEE RECOMMENDATION:

B-241 HERITAGE LANDING BIKE PATH EXTENSION

BID PROPOSAL 02/23/10

	CONTRACTOR ADDRESS CITY/ST/ZIP			ENGINEERS ESTIMATE		ACCURATE EXCAVATORS 2821 CENTRAL RD. MUSKEGON, MI 49445		WEST MICHIGAN DIRT WORKS 13979 STATE RD NUNICA MI 49448		STEIN CONSTRUCTION CO PO BOX 31 RAVENNA MI 49451		AL'S EXCAVATING INC 4515 134TH AVE HAMILTON MI 49419		THOMPSON BROS., INC. 388 W. MCMILLAN RD. TWIN LAKE, MI 49445		HALLACK CONTRACTING 4223 W POLK RD HART MI 49420		McCORMICK SAND INC. 5430 RUSSELL RD. TWIN LAKE, MI 49457		WOOD TRUCKING CO 2075 PARK ST MUSKEGON MI 49444	
	ITEM OF WORK - WITH PREVAILING WAGE	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Max. $1,000	LS	1.00	$ 2,000.00	2,000.00	$ 301.54	301.54	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 940.00	940.00	$ 500.00	500.00
2	Landscape Grading	Acre	0.25	$ 5,000.00	1,250.00	$ 9,700.00	2,425.00	$ 4,000.00	1,000.00	$ 10,000.00	2,500.00	$ 6,000.00	1,500.00	$ 13,200.00	3,300.00	$ 4,000.00	1,000.00	$ 1.00	0.25	$ 1,200.00	300.00
3	Tree, Rem, 6 inch to 18 inch	Ea	19.00	$ 150.00	2,850.00	$ 50.00	950.00	$ 70.18	1,333.42	$ 75.00	1,425.00	$ 200.00	3,800.00	$ 75.00	1,425.00	$ 125.00	2,375.00	$ 100.00	1,900.00	$ 75.00	1,425.00
4	Tree, Rem, 3 inch to 5 inch	Ea	14.00	$ 100.00	1,400.00	$ 54.00	756.00	$ 47.61	666.54	$ 75.00	1,050.00	$ 75.00	1,050.00	$ 50.00	700.00	$ 75.00	1,050.00	$ 50.00	700.00	$ 30.00	420.00
5	Embankment, CIP	Cyd	400.00	$ 4.50	1,800.00	$ 4.05	1,620.00	$ 10.00	4,000.00	$ 12.00	4,800.00	$ 7.50	3,000.00	$ 8.00	3,200.00	$ 4.00	1,600.00	$ 6.50	2,600.00	$ 5.00	2,000.00
6	Aggregate Base, 6 inch	Syd	1500.00	$ 5.00	7,500.00	$ 5.10	7,650.00	$ 3.75	5,625.00	$ 9.57	14,355.00	$ 6.00	9,000.00	$ 4.16	6,240.00	$ 5.60	8,400.00	$ 2.93	4,395.00	$ 7.00	10,500.00
7	Aggregate Base, 8 inch	Syd	250.00	$ 5.50	1,375.00	$ 5.20	1,300.00	$ 6.00	1,500.00	$ 11.00	2,750.00	$ 6.50	1,625.00	$ 5.60	1,400.00	$ 7.50	1,875.00	$ 3.94	985.00	$ 8.00	2,000.00
8	Sewer, CPE, 8 inch	Ft	65.00	$ 10.00	650.00	$ 9.00	585.00	$ 5.00	325.00	$ 16.50	1,072.50	$ 10.00	650.00	$ 25.00	1,625.00	$ 20.00	1,300.00	$ 10.00	650.00	$ 20.00	1,300.00
9	Dr Structure Cover, Adj, Case 1	Ea	1.00	$ 250.00	250.00	$ 150.00	150.00	$ 80.00	80.00	$ 550.00	550.00	$ 400.00	400.00	$ 250.00	250.00	$ 200.00	200.00	$ 150.00	150.00	$ 175.00	175.00
10	Dr Structure, Polyethylene	Ea	1.00	$ 500.00	500.00	$ 300.00	300.00	$ 160.00	160.00	$ 450.00	450.00	$ 300.00	300.00	$ 1,200.00	1,200.00	$ 1,100.00	1,100.00	$ 250.00	250.00	$ 120.00	120.00
11	HMA, 13A	Ton	145.00	$ 75.00	10,875.00	$ 70.00	10,150.00	$ 65.85	9,548.25	$ 73.00	10,585.00	$ 62.00	8,990.00	$ 65.00	9,425.00	$ 65.85	9,548.25	$ 65.85	9,548.25	$ 67.00	9,715.00
12	HMA, 36A	Ton	120.00	$ 75.00	9,000.00	$ 77.00	9,240.00	$ 73.40	8,808.00	$ 82.00	9,840.00	$ 66.00	7,920.00	$ 73.00	8,760.00	$ 73.40	8,808.00	$ 73.40	8,808.00	$ 75.00	9,000.00
13	24 inch Mountable Concrete Curb & Gutter	Ft	175.00	$ 10.00	1,750.00	$ 21.00	3,675.00	$ 26.42	4,623.50	$ 22.00	3,850.00	$ 17.00	2,975.00	$ 20.00	3,500.00	$ 17.00	2,975.00	$ 16.80	2,940.00	$ 20.00	3,500.00
14	Bicycle Path, Grading, Modified	Ft	1214.14	$ 3.00	3,642.42	$ 1.85	2,246.16	$ 26.35	31,992.59	$ 5.68	6,896.32	$ 9.00	10,927.26	$ 7.07	8,583.97	$ 17.00	20,640.38	$ 7.88	9,567.42	$ 0.85	1,032.02
15	Post, Wood, 4 inch by 6 inch	Ft	11.00	$ 18.00	198.00	$ 6.30	69.30	$ 4.54	49.94	$ 12.00	132.00	$ 10.00	110.00	$ 25.00	275.00	$ 10.00	110.00	$ 5.00	55.00	$ 6.00	66.00
16	Sign, Type IIIB	Sft	2.00	$ 17.00	34.00	$ 41.80	83.60	$ 25.00	50.00	$ 125.00	250.00	$ 25.00	50.00	$ 100.00	200.00	$ 20.00	40.00	$ 25.00	50.00	$ 30.00	60.00
17	Sodding	Syd	1100.00	$ 6.00	6,600.00	$ 3.80	4,180.00	$ 3.63	3,993.00	$ 3.30	3,630.00	$ 2.00	2,200.00	$ 3.60	3,960.00	$ 2.50	2,750.00	$ 3.60	3,960.00	$ 3.70	4,070.00
18	Topsoil Surface, Salv, 3 inch	Syd	1100.00	$ 2.00	2,200.00	$ 0.70	770.00	$ 7.50	8,250.00	$ 0.82	902.00	$ 1.50	1,650.00	$ 0.50	550.00	$ 1.50	1,650.00	$ 1.00	1,100.00	$ 1.20	1,320.00
19	Seeding, Mixture TGM, Modified	Syd	1100.00	$ 3.00	3,300.00	$ 1.40	1,540.00	$ 1.09	1,199.00	$ 1.70	1,870.00	$ 1.50	1,650.00	$ 0.81	891.00	$ 3.00	3,300.00	$ 2.81	3,091.00	$ 1.85	2,035.00
20	Conduit, Schedule 40, 5 inch	Ft	84.00	$ 7.00	588.00	$ 8.85	743.40	$ 4.00	336.00	$ 14.00	1,176.00	$ 9.00	756.00	$ 15.00	1,260.00	$ 10.00	840.00	$ 9.00	756.00	$ 5.00	420.00
	TOTAL - WITH PREVAILING WAGE				$ 57,762.42		$ 48,735.00	CALC ERR	$ 84,540.24		$ 69,083.82		$ 59,553.26		$ 57,744.97		$ 70,561.63		$ 52,445.92		$ 49,958.02

	CONTRACTOR ADDRESS CITY/ST/ZIP			ENGINEERS ESTIMATE		ACCURATE EXCAVATORS 2821 CENTRAL RD. MUSKEGON, MI 49445		WEST MICHIGAN DIRT WORKS 13979 STATE RD NUNICA MI 49448		STEIN CONSTRUCTION CO PO BOX 31 RAVENNA MI 49451		AL'S EXCAVATING INC 4515 134TH AVE HAMILTON MI 49419		THOMPSON BROS., INC. 388 W. MCMILLAN RD. TWIN LAKE, MI 49445		HALLACK CONTRACTING 4223 W POLK RD HART MI 49420		McCORMICK SAND INC. 5430 RUSSELL RD. TWIN LAKE, MI 49457		THOMPSON BROS., INC. 388 W. MCMILLAN RD. TWIN LAKE, MI 49445	
	ITEM OF WORK - WITHOUT PREVAILING WAGE	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Max. $1,000	LS	1.00	DATA NOT AVAILABLE		$ 298.36	298.36	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 940.00	940.00	$ 500.00	500.00
2	Landscape Grading	Acre	0.25			$ 7,100.00	1,775.00	$ 3,000.00	750.00	$ 10,000.00	2,500.00	$ 5,500.00	1,375.00	$ 9,000.00	2,250.00	$ 4,000.00	1,000.00	$ 1.00	0.25	$ 1,000.00	250.00
3	Tree, Rem, 6 inch to 18 inch	Ea	19.00			$ 40.00	760.00	$ 70.18	1,333.42	$ 70.00	1,330.00	$ 195.00	3,705.00	$ 65.00	1,235.00	$ 125.00	2,375.00	$ 80.00	1,520.00	$ 75.00	1,425.00
4	Tree, Rem, 3 inch to 5 inch	Ea	14.00			$ 45.00	630.00	$ 47.61	666.54	$ 70.00	980.00	$ 70.00	980.00	$ 40.00	560.00	$ 75.00	1,050.00	$ 40.00	560.00	$ 30.00	420.00
5	Embankment, CIP	Cyd	400.00			$ 4.05	1,620.00	$ 10.00	4,000.00	$ 11.00	4,400.00	$ 7.50	3,000.00	$ 6.50	2,600.00	$ 4.00	1,600.00	$ 6.50	2,600.00	$ 5.00	2,000.00
6	Aggregate Base, 6 inch	Syd	1500.00			$ 4.75	7,125.00	$ 3.75	5,625.00	$ 8.57	12,855.00	$ 5.60	8,400.00	$ 4.16	6,240.00	$ 5.60	8,400.00	$ 2.93	4,395.00	$ 6.00	9,000.00
7	Aggregate Base, 8 inch	Syd	250.00			$ 4.70	1,175.00	$ 6.00	1,500.00	$ 10.00	2,500.00	$ 6.25	1,562.50	$ 5.60	1,400.00	$ 7.50	1,875.00	$ 3.94	985.00	$ 8.00	2,000.00
8	Sewer, CPE, 8 inch	Ft	65.00			$ 8.00	520.00	$ 5.00	325.00	$ 15.00	975.00	$ 9.00	585.00	$ 20.00	1,300.00	$ 20.00	1,300.00	$ 8.00	520.00	$ 15.00	975.00
9	Dr Structure Cover, Adj, Case 1	Ea	1.00			$ 125.00	125.00	$ 80.00	80.00	$ 500.00	500.00	$ 395.00	395.00	$ 250.00	250.00	$ 200.00	200.00	$ 100.00	100.00	$ 150.00	150.00
10	Dr Structure, Polyethylene	Ea	1.00			$ 275.00	275.00	$ 160.00	160.00	$ 400.00	400.00	$ 300.00	300.00	$ 1,000.00	1,000.00	$ 1,000.00	1,000.00	$ 250.00	250.00	$ 100.00	100.00
11	HMA, 13A	Ton	145.00			$ 66.00	9,570.00	$ 62.81	9,107.45	$ 68.00	9,860.00	$ 62.00	8,990.00	$ 62.00	8,990.00	$ 62.81	9,107.45	$ 62.81	9,107.45	$ 64.00	9,280.00
12	HMA, 36A	Ton	120.00			$ 72.50	8,700.00	$ 69.10	8,292.00	$ 75.00	9,000.00	$ 66.00	7,920.00	$ 69.00	8,280.00	$ 69.10	8,292.00	$ 69.10	8,292.00	$ 70.50	8,460.00
13	24 inch Mountable Concrete Curb & Gutter	Ft	175.00			$ 16.60	2,905.00	$ 16.42	2,873.50	$ 18.00	3,150.00	$ 15.00	2,625.00	$ 16.00	2,800.00	$ 14.00	2,450.00	$ 13.60	2,380.00	$ 20.00	3,500.00
14	Bicycle Path, Grading, Modified	Ft	1214.14			$ 1.35	1,639.09	$ 20.59	24,999.14	$ 4.62	5,609.33	$ 8.00	9,713.12	$ 6.30	7,649.08	$ 13.50	16,390.89	$ 6.04	7,333.41	$ 0.65	789.19
15	Post, Wood, 4 inch by 6 inch	Ft	11.00			$ 4.45	48.95	$ 4.54	49.94	$ 10.00	110.00	$ 10.00	110.00	$ 25.00	275.00	$ 10.00	110.00	$ 5.00	55.00	$ 5.00	55.00
16	Sign, Type IIIB	Sft	2.00			$ 31.80	63.60	$ 25.00	50.00	$ 100.00	200.00	$ 25.00	50.00	$ 100.00	200.00	$ 20.00	40.00	$ 25.00	50.00	$ 30.00	60.00
17	Sodding	Syd	1100.00			$ 3.30	3,630.00	$ 3.18	3,498.00	$ 3.00	3,300.00	$ 2.00	2,200.00	$ 3.15	3,465.00	$ 2.25	2,475.00	$ 3.15	3,465.00	$ 3.25	3,575.00
18	Topsoil Surface, Salv, 3 inch	Syd	1100.00			$ 0.50	550.00	$ 5.00	5,500.00	$ 0.75	825.00	$ 1.25	1,375.00	$ 0.34	374.00	$ 1.25	1,375.00	$ 0.75	825.00	$ 1.00	1,100.00
19	Seeding, Mixture TGM, Modified	Syd	1100.00			$ 1.00	1,100.00	$ 1.00	1,100.00	$ 1.50	1,650.00	$ 1.50	1,650.00	$ 0.63	693.00	$ 2.75	3,025.00	$ 2.13	2,343.00	$ 1.65	1,815.00
20	Conduit, Schedule 40, 5 inch	Ft	84.00			$ 7.50	630.00	$ 4.00	336.00	$ 12.00	1,008.00	$ 8.50	714.00	$ 15.00	1,260.00	$ 9.00	756.00	$ 8.00	672.00	$ 5.00	420.00
	TOTAL - WITHOUT PREVAILING WAGE					*11% less	$ 43,140.00	CALC ERR	$ 71,245.99	*10% less	$ 62,152.33	*5% less	$ 56,649.62	*10% less	$ 51,821.08	*10% less	$ 63,821.34	*12% less	$ 46,393.11	*8% less	$ 45,874.19

* PERCENTAGE OF AMOUNT LESS "WITHOUT PREVAILING WAGE" THAN "WITH PREVAILING WAGE"

Date: March 9, 2010

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Water Bond Refunding

SUMMARY OF REQUEST: You may recall that in January 2009 the City Commission adopted an ordinance to initiate and authorize the refunding of Series 1999 and Series 1993 water revenue bonds. However, interest rates did not cooperate and the refunding was deemed uneconomical before it could be completed.

Interest rates are again favorable and a recent analysis shows that these bonds can be refunded with projected present value savings to the City of $299,017. This equates to 4.80% of the outstanding principal. A general rule of thumb is that PV savings should equal at least 2% of bond principal in order to proceed with a refunding.

FINANCIAL IMPACT: Attached is a formal analysis of the proposed bond refunding.

BUDGET ACTION REQUIRED: None at this time. Interest savings will be reflected in future years' water fund budgets.

STAFF RECOMMENDATION: Adoption of the attached ordinance which amends the original Commission action and authorizes staff to execute documents to sell the water refunding bonds.

COMMITTEE RECOMMENDATION: None.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

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MEXICO: Monterrey
POLAND: Gdynia
Warsaw • Wroclaw

March 2, 2010

Via email and U.S. Mail

Timothy J. Paul
Finance Director
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon MI 49443-0536

Re: Not to exceed $7,500,000 City of Muskegon, Michigan
Water Supply System Revenue Refunding Bonds, Series 2010

Dear Tim:

I have enclosed an Ordinance amending the original Ordinance No. 2259 authorizing the issuance of the above-captioned Bonds to be considered for approval by the City Commission at its meeting on March 9th. As you know, the City Commission originally authorized the refunding bonds pursuant to Ordinance No. 2259 adopted on January 27, 2009, but did not proceed with the issuance of the refunding bonds due to market changes that reduced the savings.

Due to the timing of the redemption dates for the Bonds, there is a narrow window of opportunity to take advantage of low interest rates to issue the refunding bonds to refund or refinance the Series 1993 and Series 1999 Bonds to achieve debt service savings for the City. If the Ordinance is approved, the Bonds could be sold the week of March 15th, with a closing on or before April 1st. That will allow the Prior Bonds to be called for redemption on May 1st.

The enclosed Ordinance amends Ordinance No. 2259 to revise the series designation for the bonds, and to authorize either you or the City Manager to execute a Sale Order and Bond Purchase Agreement approving the sale of the bonds to the Robert W. Baird & Co. as underwriter. If the amending Ordinance is approved, no further action of the City Commission will be required.

Pursuant to the Revenue Bond Act, the Ordinance may be adopted in one reading, notwithstanding any contrary provision in the City Charter. The Ordinance is required to be published once in full after its adoption. We have indicated in Section 6 that the Ordinance will be published in *The Muskegon Chronicle*.

Upon adoption by the City Commission, I would appreciate receiving four (4) certified copies of the Ordinance and after publication, four (4) Affidavits of Publication.

If you have any questions, please feel free to give me a call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: ______________________

Patrick F. McGow

Enclosure

cc: Steven D. Mann, Esq.

17,762,680.1\063684-00036

ORDINANCE NO. _______

AN ORDINANCE TO SUPPLEMENT AND AMEND ORDINANCE NO. 2259 OF THE CITY OF MUSKEGON ENTITLED:

> "AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS FOR THE PURPOSE OF PAYING THE COST OF REFUNDING THE CITY'S WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 1993, AND THE CITY'S WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 1999; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND CERTAIN OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE AN ADEQUATE RESERVE FUND FOR THE BONDS AND OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS AND OUTSTANDING BONDS OF THE SYSTEM IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE SYSTEM AND THE BONDS AND OUTSTANDING BONDS OF THE SYSTEM."

TO PROVIDE FOR REVISION OF THE SERIES DESIGNATION OF THE BONDS, TO AUTHORIZE A NEGOTIATED METHOD OF SALE, AND TO DELEGATE CERTAIN RESPONSIBILITIES TO OFFICERS OF THE CITY.

THE CITY OF MUSKEGON ORDAINS:

Section 1. Amendment of Section 1(b). Section 1(b) of Ordinance No. 2259 is hereby amended to read as follows:

> *Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:*
>
> * * *
>
> *(b) "Bonds" mean the Series* ***2010*** *Bonds, and any additional Bonds of equal standing hereafter issued.*

Section 2. Amendment of Section 1(i). Section 1(i) of Ordinance No. 2259 is hereby amended to read as follows:

> *Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:*

* * *

> *(i) "Series **2010** Bonds" means the Water Supply System Revenue Refunding Bonds, Series **2010** of the Issuer authorized by this Ordinance.*

Section 3. Amendment of Section 1(k). Section 1(k) of Ordinance No. 2259 is hereby amended to read as follows:

> *Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:*
>
> * * *
>
> *(k) "Sales Resolution" means **either a** Sales Resolution to be adopted by the Issuer **or a Sale Order to be executed by one or more authorized officers of the Issuer** respecting the sale of the Series **2010** Bonds.*

Section 4. Amendment of Section 13. Section 13 of Ordinance No. 2259 is hereby amended in its entirety to read as follows:

> *Section 13. Sale of Bonds; Appointment of Underwriter; Authorization for Negotiated Sale, Bond Purchase Agreement and Award; Adjustment of Bond Details; Other Matters. In order to achieve efficiencies of sale and market timing in a volatile bond market it is determined that the City's best interest will be served by negotiating the sale of the Series 2010 Bonds. Robert W. Baird & Co. has proposed to purchase and underwrite the issuance of the Bonds and is hereby designated and appointed as underwriter for the offering of the Bonds (the "Underwriter"). The City Manager and Finance Director (each an "Authorized Officer") are each hereby authorized to negotiate and execute a bond purchase agreement (the "Bond Purchase Agreement") with the Underwriter as purchaser or representative of the purchasers, execute a Sale Order authorizing the sale of the Bonds to the Underwriter, and to take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this Ordinance.*
>
> *The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Bonds and in pursuance of the forgoing each is authorized to exercise the authority and make the determinations pursuant to Sections 7a(1)(c)(v) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights and other matters and procedures necessary to*

issue and deliver the Bonds within the parameters established by this Ordinance.

The Authorized Officers are each authorized and directed to negotiate, approve and execute an escrow agreement with the Escrow Agent, including the appointment of the Escrow Agent and establishment of the amounts of escrows therein provided.

The Authorized Officers are each authorized and directed to appoint a Transfer Agent for the Bonds.

The Authorized Officers are each authorized and directed to (a) approve the circulation of a preliminary official statement describing the Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds; (c) apply for ratings on the Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

<u>Section 5</u>. <u>Severability; Paragraph Headings; and Conflict</u>. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

<u>Section 6</u>. <u>Publication and Recordation</u>. This Ordinance shall be published in full in *The Muskegon Chronicle*, a newspaper of general circulation in the City, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and City Clerk.

<u>Section 7</u>. <u>Effective Date</u>. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall immediately be effective upon its adoption.

Adopted and signed this 9th day of March, 2010.

Signed: ________________________
Mayor

Signed: ________________________
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular Meeting held on the 9th day of March, 2010, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: ______
____
and that the following Members were absent: ____.

I further certify that Member __________________ moved adoption of said Ordinance, and that said motion was supported by Member __________________.

I further certify that the following Members voted for adoption of said Ordinance:
____
and that the following Members voted against adoption of said Ordinance: ____________
____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and City Clerk.

____
City Clerk

17,759,498.1\063684-00036

City of Muskegon

Water Supply System Revenue Refunding Bonds, Series 2010

Refunding of 1993 and 1999 Bonds

Dated: March 29, 2010

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Report

Robert W. Baird & Co.
Traverse City Public Finance

City of Muskegon

Water Supply System Revenue Refunding Bonds, Series 2010

Refunding of 1993 and 1999 Bonds

Dated: March 29, 2010

Total Issue Sources And Uses

Dated 03/29/2010 | Delivered 03/29/2010

	Refund 99	Refund 93	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$5,265,000.00	$920,000.00	$6,185,000.00
Transfers from Prior Issue Debt Service Funds	96,785.83	16,650.00	113,435.83
Total Sources	**$5,361,785.83**	**$936,650.00**	**$6,298,435.83**
Uses Of Funds			
Deposit to Current Refunding Fund	5,247,522.73	920,216.73	6,167,739.46
Total Underwriter's Discount (1.000%)	52,650.00	9,200.00	61,850.00
Bond Counsel	37,029.51	6,470.49	43,500.00
Rating Agency Fee	7,235.65	1,264.35	8,500.00
Treasury, Publications and Miscellaneous	4,256.27	743.73	5,000.00
POS/Official Statement	3,830.64	669.36	4,500.00
Verification Agent	2,128.13	371.87	2,500.00
Rounding Amount	4,791.95	(2,695.58)	2,096.37
Auditor's Consent	1,276.88	223.12	1,500.00
Escrow Agent	638.44	111.56	750.00
Paying Agent	425.63	74.37	500.00
Total Uses	**$5,361,785.83**	**$936,650.00**	**$6,298,435.83**

City of Muskegon

Water Supply System Revenue Refunding Bonds, Series 2010

Refunding of 1993 and 1999 Bonds

Dated: March 29, 2010

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/29/2010	-	-	-	-	-
11/01/2010	-	-	97,944.00	97,944.00	-
12/31/2010	-	-	-	-	97,944.00
05/01/2011	620,000.00	1.300%	83,160.00	703,160.00	-
11/01/2011	-	-	79,130.00	79,130.00	-
12/31/2011	-	-	-	-	782,290.00
05/01/2012	630,000.00	1.700%	79,130.00	709,130.00	-
11/01/2012	-	-	73,775.00	73,775.00	-
12/31/2012	-	-	-	-	782,905.00
05/01/2013	640,000.00	1.950%	73,775.00	713,775.00	-
11/01/2013	-	-	67,535.00	67,535.00	-
12/31/2013	-	-	-	-	781,310.00
05/01/2014	665,000.00	2.250%	67,535.00	732,535.00	-
11/01/2014	-	-	60,053.75	60,053.75	-
12/31/2014	-	-	-	-	792,588.75
05/01/2015	680,000.00	2.650%	60,053.75	740,053.75	-
11/01/2015	-	-	51,043.75	51,043.75	-
12/31/2015	-	-	-	-	791,097.50
05/01/2016	700,000.00	3.050%	51,043.75	751,043.75	-
11/01/2016	-	-	40,368.75	40,368.75	-
12/31/2016	-	-	-	-	791,412.50
05/01/2017	725,000.00	3.350%	40,368.75	765,368.75	-
11/01/2017	-	-	28,225.00	28,225.00	-
12/31/2017	-	-	-	-	793,593.75
05/01/2018	750,000.00	3.600%	28,225.00	778,225.00	-
11/01/2018	-	-	14,725.00	14,725.00	-
12/31/2018	-	-	-	-	792,950.00
05/01/2019	775,000.00	3.800%	14,725.00	789,725.00	-
12/31/2019	-	-	-	-	789,725.00
Total	$6,185,000.00	-	$1,010,816.50	$7,195,816.50	-

City of Muskegon

Water Supply System Revenue Refunding Bonds, Series 2010

Refunding of 1993 and 1999 Bonds

Dated: March 29, 2010

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	$32,659.78
Average Life	5.280 Years
Average Coupon	3.0949889%
Net Interest Cost (NIC)	3.2843656%
True Interest Cost (TIC)	3.2825392%
Bond Yield for Arbitrage Purposes	3.0722328%
All Inclusive Cost (AIC)	3.5128461%

IRS Form 8038

Net Interest Cost	3.0949889%
Weighted Average Maturity	5.280 Years

City of Muskegon

Water Supply System Revenue Refunding Bonds, Series 2010

Refunding of 1993 and 1999 Bonds

Dated: March 29, 2010

Debt Service Comparison

Date	Total P+I	Non-Refunded	Total	Old Net D/S	Savings	Fiscal Total
03/29/2010	-	-	(2,096.37)	(113,435.83)	(111,339.46)	-
05/01/2010	-	546,235.00	546,235.00	684,197.50	137,962.50	-
11/01/2010	97,944.00	-	97,944.00	137,962.50	40,018.50	-
12/31/2010	-	-	-	-	-	66,641.54
05/01/2011	703,160.00	-	703,160.00	692,962.50	(10,197.50)	-
11/01/2011	79,130.00	-	79,130.00	126,030.00	46,900.00	-
12/31/2011	-	-	-	-	-	36,702.50
05/01/2012	709,130.00	-	709,130.00	706,030.00	(3,100.00)	-
11/01/2012	73,775.00	-	73,775.00	113,077.50	39,302.50	-
12/31/2012	-	-	-	-	-	36,202.50
05/01/2013	713,775.00	-	713,775.00	718,077.50	4,302.50	-
11/01/2013	67,535.00	-	67,535.00	99,542.50	32,007.50	-
12/31/2013	-	-	-	-	-	36,310.00
05/01/2014	732,535.00	-	732,535.00	734,542.50	2,007.50	-
11/01/2014	60,053.75	-	60,053.75	85,255.00	25,201.25	-
12/31/2014	-	-	-	-	-	27,208.75
05/01/2015	740,053.75	-	740,053.75	750,255.00	10,201.25	-
11/01/2015	51,043.75	-	51,043.75	70,126.25	19,082.50	-
12/31/2015	-	-	-	-	-	29,283.75
05/01/2016	751,043.75	-	751,043.75	765,126.25	14,082.50	-
11/01/2016	40,368.75	-	40,368.75	54,141.25	13,772.50	-
12/31/2016	-	-	-	-	-	27,855.00
05/01/2017	765,368.75	-	765,368.75	784,141.25	18,772.50	-
11/01/2017	28,225.00	-	28,225.00	37,168.75	8,943.75	-
12/31/2017	-	-	-	-	-	27,716.25
05/01/2018	778,225.00	-	778,225.00	802,168.75	23,943.75	-
11/01/2018	14,725.00	-	14,725.00	19,000.00	4,275.00	-
12/31/2018	-	-	-	-	-	28,218.75
05/01/2019	789,725.00	-	789,725.00	819,000.00	29,275.00	-
12/31/2019	-	-	-	-	-	29,275.00
Total	$7,195,816.50	$546,235.00	$7,739,955.13	$8,085,369.17	$345,414.04	-

City of Muskegon

Water Supply System Revenue Refunding Bonds, Series 2010

Refunding of 1993 and 1999 Bonds

Dated: March 29, 2010

Debt Service Comparison

Part 2 of 2

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	410,356.37
Net PV Cashflow Savings @ 3.513%(AIC)	410,356.37
Transfers from Prior Issue Debt Service Fund	(113,435.83)
Contingency or Rounding Amount	2,096.37
Net Present Value Benefit	$299,016.91
Net PV Benefit / $6,030,000 Refunded Principal	4.959%
Net PV Benefit / $6,185,000 Refunding Principal	4.835%

Refunding Bond Information

Refunding Dated Date	3/29/2010
Refunding Delivery Date	3/29/2010

City of Muskegon

Water Supply System Revenue Refunding Bonds, Series 2010

Refunding of 1993 and 1999 Bonds

Dated: March 29, 2010

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
05/01/2011	Serial Coupon	1.300%	1.300%	620,000.00	100.000%	620,000.00
05/01/2012	Serial Coupon	1.700%	1.700%	630,000.00	100.000%	630,000.00
05/01/2013	Serial Coupon	1.950%	1.950%	640,000.00	100.000%	640,000.00
05/01/2014	Serial Coupon	2.250%	2.250%	665,000.00	100.000%	665,000.00
05/01/2015	Serial Coupon	2.650%	2.650%	680,000.00	100.000%	680,000.00
05/01/2016	Serial Coupon	3.050%	3.050%	700,000.00	100.000%	700,000.00
05/01/2017	Serial Coupon	3.350%	3.350%	725,000.00	100.000%	725,000.00
05/01/2018	Serial Coupon	3.600%	3.600%	750,000.00	100.000%	750,000.00
05/01/2019	Serial Coupon	3.800%	3.800%	775,000.00	100.000%	775,000.00
Total	-	-	-	$6,185,000.00	-	$6,185,000.00

Bid Information

Par Amount of Bonds	$6,185,000.00
Gross Production	$6,185,000.00
Total Underwriter's Discount (1.000%)	$(61,850.00)
Bid (99.000%)	6,123,150.00
Total Purchase Price	$6,123,150.00
Bond Year Dollars	$32,659.78
Average Life	5.280 Years
Average Coupon	3.0949889%
Net Interest Cost (NIC)	3.2843656%
True Interest Cost (TIC)	3.2825392%

City of Muskegon

1999 Water Revenue and Refunding Bonds

Dated: 3/2/99

Callable: 5/1/09 @ 100

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Coupon	Interest	Refunded D/S
03/29/2010	-	-	-	-	-	-	-
05/01/2010	5,130,000.00	117,712.50	5,247,712.50	-	4.200%	117,712.50	117,712.50
11/01/2010	-	-	-	-	-	117,712.50	117,712.50
05/01/2011	-	-	-	555,000.00	4.300%	117,712.50	672,712.50
11/01/2011	-	-	-	-	-	105,780.00	105,780.00
05/01/2012	-	-	-	130,000.00	4.350%	105,780.00	235,780.00
11/01/2012	-	-	-	-	-	102,952.50	102,952.50
05/01/2013	-	-	-	155,000.00	4.400%	102,952.50	257,952.50
11/01/2013	-	-	-	-	-	99,542.50	99,542.50
05/01/2014	-	-	-	635,000.00	4.500%	99,542.50	734,542.50
11/01/2014	-	-	-	-	-	85,255.00	85,255.00
05/01/2015	-	-	-	665,000.00	4.550%	85,255.00	750,255.00
11/01/2015	-	-	-	-	-	70,126.25	70,126.25
05/01/2016	-	-	-	695,000.00	4.600%	70,126.25	765,126.25
11/01/2016	-	-	-	-	-	54,141.25	54,141.25
05/01/2017	-	-	-	730,000.00	4.650%	54,141.25	784,141.25
11/01/2017	-	-	-	-	-	37,168.75	37,168.75
05/01/2018	-	-	-	765,000.00	4.750%	37,168.75	802,168.75
11/01/2018	-	-	-	-	-	19,000.00	19,000.00
05/01/2019	-	-	-	800,000.00	4.750%	19,000.00	819,000.00
Total	$5,130,000.00	$117,712.50	$5,247,712.50	$5,130,000.00	-	$1,501,070.00	$6,631,070.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation........ 3/29/2010
Average Life........ 5.887 Years
Average Coupon........ 4.6497936%
Weighted Average Maturity (Par Basis)........ 5.887 Years

Refunding Bond Information

Refunding Dated Date........ 3/29/2010
Refunding Delivery Date........ 3/29/2010

Current Refunding Escrow

Date	Principal	Rate	Interest	+Transfers	Receipts	Disbursements	Cash Balance
03/29/2010	-	-	-	0.83	1.73	-	1.73
05/01/2010	5,150,736.00	0.040%	186.27	96,788.50	5,247,710.77	5,247,712.50	-
Total	$5,150,736.00	-	$186.27	$96,789.33	$5,247,712.50	$5,247,712.50	-

Investment Parameters

Investment Model [PV, GIC, or Securities]........	Securities
Default investment yield target........	Unrestricted
Cost of Investments Purchased with Fund Transfers........	96,785.83
Cash Deposit........	0.90
Cost of Investments Purchased with Bond Proceeds........	5,150,736.00
Total Cost of Investments........	$5,247,522.73
Target Cost of Investments at bond yield........	$5,136,982.49
Actual positive or (negative) arbitrage........	(13,754.41)
Yield to Receipt........	0.0406876%
Yield for Arbitrage Purposes........	3.0722328%
State and Local Government Series (SLGS) rates for........	2/16/2010

City of Muskegon

Refunding of 1999 Water Revenue and Refunding Bonds

Dated: March 29, 2010

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/29/2010	-	-	-	-	-
11/01/2010	-	-	88,113.97	88,113.97	-
12/31/2010	-	-	-	-	88,113.97
05/01/2011	605,000.00	1.300%	74,813.75	679,813.75	-
11/01/2011	-	-	70,881.25	70,881.25	-
12/31/2011	-	-	-	-	750,695.00
05/01/2012	170,000.00	1.700%	70,881.25	240,881.25	-
11/01/2012	-	-	69,436.25	69,436.25	-
12/31/2012	-	-	-	-	310,317.50
05/01/2013	195,000.00	1.950%	69,436.25	264,436.25	-
11/01/2013	-	-	67,535.00	67,535.00	-
12/31/2013	-	-	-	-	331,971.25
05/01/2014	665,000.00	2.250%	67,535.00	732,535.00	-
11/01/2014	-	-	60,053.75	60,053.75	-
12/31/2014	-	-	-	-	792,588.75
05/01/2015	680,000.00	2.650%	60,053.75	740,053.75	-
11/01/2015	-	-	51,043.75	51,043.75	-
12/31/2015	-	-	-	-	791,097.50
05/01/2016	700,000.00	3.050%	51,043.75	751,043.75	-
11/01/2016	-	-	40,368.75	40,368.75	-
12/31/2016	-	-	-	-	791,412.50
05/01/2017	725,000.00	3.350%	40,368.75	765,368.75	-
11/01/2017	-	-	28,225.00	28,225.00	-
12/31/2017	-	-	-	-	793,593.75
05/01/2018	750,000.00	3.600%	28,225.00	778,225.00	-
11/01/2018	-	-	14,725.00	14,725.00	-
12/31/2018	-	-	-	-	792,950.00
05/01/2019	775,000.00	3.800%	14,725.00	789,725.00	-
12/31/2019	-	-	-	-	789,725.00
Total	$5,265,000.00	-	$967,465.22	$6,232,465.22	-

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	$30,308.00
Average Life	5.757 Years
Average Coupon	3.1921117%
Net Interest Cost (NIC)	3.3658282%
True Interest Cost (TIC)	3.3678992%
Bond Yield for Arbitrage Purposes	3.0722328%
All Inclusive Cost (AIC)	3.5810080%

IRS Form 8038

Net Interest Cost	3.1921117%
Weighted Average Maturity	5.757 Years

City of Muskegon

Refunding of 1999 Water Revenue and Refunding Bonds

Dated: March 29, 2010

Debt Service Comparison

Part 1 of 2

Date	Total P+I	Non-Refunded	Total	Old Net D/S	Savings	Fiscal Total
03/29/2010	-	-	(4,791.95)	(96,785.83)	(91,993.88)	-
05/01/2010	-	546,235.00	546,235.00	663,947.50	117,712.50	-
11/01/2010	88,113.97	-	88,113.97	117,712.50	29,598.53	-
12/31/2010	-	-	-	-	-	55,317.15
05/01/2011	679,813.75	-	679,813.75	672,712.50	(7,101.25)	-
11/01/2011	70,881.25	-	70,881.25	105,780.00	34,898.75	-
12/31/2011	-	-	-	-	-	27,797.50
05/01/2012	240,881.25	-	240,881.25	235,780.00	(5,101.25)	-
11/01/2012	69,436.25	-	69,436.25	102,952.50	33,516.25	-
12/31/2012	-	-	-	-	-	28,415.00
05/01/2013	264,436.25	-	264,436.25	257,952.50	(6,483.75)	-
11/01/2013	67,535.00	-	67,535.00	99,542.50	32,007.50	-
12/31/2013	-	-	-	-	-	25,523.75
05/01/2014	732,535.00	-	732,535.00	734,542.50	2,007.50	-
11/01/2014	60,053.75	-	60,053.75	85,255.00	25,201.25	-
12/31/2014	-	-	-	-	-	27,208.75
05/01/2015	740,053.75	-	740,053.75	750,255.00	10,201.25	-
11/01/2015	51,043.75	-	51,043.75	70,126.25	19,082.50	-
12/31/2015	-	-	-	-	-	29,283.75
05/01/2016	751,043.75	-	751,043.75	765,126.25	14,082.50	-
11/01/2016	40,368.75	-	40,368.75	54,141.25	13,772.50	-
12/31/2016	-	-	-	-	-	27,855.00
05/01/2017	765,368.75	-	765,368.75	784,141.25	18,772.50	-
11/01/2017	28,225.00	-	28,225.00	37,168.75	8,943.75	-
12/31/2017	-	-	-	-	-	27,716.25
05/01/2018	778,225.00	-	778,225.00	802,168.75	23,943.75	-
11/01/2018	14,725.00	-	14,725.00	19,000.00	4,275.00	-
12/31/2018	-	-	-	-	-	28,218.75
05/01/2019	789,725.00	-	789,725.00	819,000.00	29,275.00	-
12/31/2019	-	-	-	-	-	29,275.00
Total	$6,232,465.22	$546,235.00	$6,773,908.27	$7,080,519.17	$306,610.90	-

Debt Service Comparison

Part 2 of 2

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	353,998.49
Net PV Cashflow Savings @ 3.581%(AIC)	353,998.49
Transfers from Prior Issue Debt Service Fund	(96,785.83)
Contingency or Rounding Amount	4,791.95
Net Present Value Benefit	$262,004.61
Net PV Benefit / $5,130,000 Refunded Principal	5.107%
Net PV Benefit / $5,265,000 Refunding Principal	4.976%

Refunding Bond Information

Refunding Dated Date	3/29/2010
Refunding Delivery Date	3/29/2010

City of Muskegon

1999 Water Revenue and Refunding Bonds

Dated: 3/2/99

Callable: 5/1/09 @ 100

Current Outstanding Debt Service

Date	Principal	Coupon	Interest	Total P+I
05/01/2010	535,000.00	4.200%	11,235.00	546,235.00
Total	$535,000.00	-	$11,235.00	$546,235.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation........ 3/29/2010
Average Life........ 0.089 Years
Average Coupon........ 4.2000000%
Weighted Average Maturity (Par Basis)........ 0.089 Years

Refunding Bond Information

Refunding Dated Date........ 3/29/2010
Refunding Delivery Date........ 3/29/2010

City of Muskegon, Michigan

1993 Water Supply Revenue Bonds

Dated October 1, 1993

Callable May 1, 2001 @ 101; 04 @ 100.5; 06 @ 100

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Coupon	Interest	Refunded D/S
03/29/2010	-	-	-	-	-	-	-
05/01/2010	900,000.00	20,250.00	920,250.00	-	-	20,250.00	20,250.00
11/01/2010	-	-	-	-	-	20,250.00	20,250.00
05/01/2011	-	-	-	-	-	20,250.00	20,250.00
11/01/2011	-	-	-	-	-	20,250.00	20,250.00
05/01/2012	-	-	-	450,000.00	4.500%	20,250.00	470,250.00
11/01/2012	-	-	-	-	-	10,125.00	10,125.00
05/01/2013	-	-	-	450,000.00	4.500%	10,125.00	460,125.00
Total	$900,000.00	$20,250.00	$920,250.00	$900,000.00	-	$121,500.00	$1,021,500.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	3/29/2010
Average Life	2.589 Years
Average Coupon	4.5000000%
Weighted Average Maturity (Par Basis)	2.589 Years

Refunding Bond Information

Refunding Dated Date	3/29/2010
Refunding Delivery Date	3/29/2010

Current Refunding Escrow

Date	Principal	Rate	Interest	+Transfers	Receipts	Disbursements	Cash Balance
03/29/2010	-	-	-	-	0.73	-	0.73
05/01/2010	903,566.00	0.040%	32.67	16,650.60	920,249.27	920,250.00	-
Total	$903,566.00	-	$32.67	$16,650.60	$920,250.00	$920,250.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cost of Investments Purchased with Fund Transfers	16,650.00
Cash Deposit	0.73
Cost of Investments Purchased with Bond Proceeds	903,566.00
Total Cost of Investments	$920,216.73
Target Cost of Investments at bond yield	$901,153.86
Actual positive or (negative) arbitrage	(2,412.87)
Yield to Receipt	0.0406797%
Yield for Arbitrage Purposes	3.0722328%
State and Local Government Series (SLGS) rates for	2/16/2010

City of Muskegon

Refunding of Outstanding 1993 Water Revenue Bonds

Dated: March 29, 2010

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/29/2010	-	-	-	-	-
11/01/2010	-	-	9,830.03	9,830.03	-
12/31/2010	-	-	-	-	9,830.03
05/01/2011	15,000.00	1.300%	8,346.25	23,346.25	-
11/01/2011	-	-	8,248.75	8,248.75	-
12/31/2011	-	-	-	-	31,595.00
05/01/2012	460,000.00	1.700%	8,248.75	468,248.75	-
11/01/2012	-	-	4,338.75	4,338.75	-
12/31/2012	-	-	-	-	472,587.50
05/01/2013	445,000.00	1.950%	4,338.75	449,338.75	-
12/31/2013	-	-	-	-	449,338.75
Total	$920,000.00	-	$43,351.28	$963,351.28	-

Yield Statistics

Bond Year Dollars	$2,351.78
Average Life	2.556 Years
Average Coupon	1.8433408%
Net Interest Cost (NIC)	2.2345343%
True Interest Cost (TIC)	2.2473987%
Bond Yield for Arbitrage Purposes	3.0722328%
All Inclusive Cost (AIC)	2.6902857%

IRS Form 8038

Net Interest Cost	1.8433408%
Weighted Average Maturity	2.556 Years

City of Muskegon

Refunding of Outstanding 1993 Water Revenue Bonds

Dated: March 29, 2010

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
03/29/2010	-	2,695.58	(16,650.00)	(19,345.58)	-
05/01/2010	-	-	20,250.00	20,250.00	-
11/01/2010	9,830.03	9,830.03	20,250.00	10,419.97	-
12/31/2010	-	-	-	-	11,324.39
05/01/2011	23,346.25	23,346.25	20,250.00	(3,096.25)	-
11/01/2011	8,248.75	8,248.75	20,250.00	12,001.25	-
12/31/2011	-	-	-	-	8,905.00
05/01/2012	468,248.75	468,248.75	470,250.00	2,001.25	-
11/01/2012	4,338.75	4,338.75	10,125.00	5,786.25	-
12/31/2012	-	-	-	-	7,787.50
05/01/2013	449,338.75	449,338.75	460,125.00	10,786.25	-
12/31/2013	-	-	-	-	10,786.25
Total	$963,351.28	$966,046.86	$1,004,850.00	$38,803.14	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.. 56,177.82

Net PV Cashflow Savings @ 2.690%(AIC).. 56,177.82

Transfers from Prior Issue Debt Service Fund.. (16,650.00)
Contingency or Rounding Amount.. (2,695.58)
Net Present Value Benefit.. $36,832.24

Net PV Benefit / $900,000 Refunded Principal.. 4.092%
Net PV Benefit / $920,000 Refunding Principal.. 4.004%

Refunding Bond Information

Refunding Dated Date.. 3/29/2010
Refunding Delivery Date.. 3/29/2010

AGENDA ITEM NO. ______________

CITY COMMISSION MEETING ____________________

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: February 24, 2010

RE: Summer Celebration Payment Deferral

SUMMARY OF REQUEST:
To consider a request from Summer Celebration for an extension and payment plan for 2009 city services.

FINANCIAL IMPACT:
$66,299.93 due for 2009.

BUDGET ACTION REQUIRED:
The lack of payment negatively impacted the 2009 budget.

STAFF RECOMMENDATION:
None.

COMMITTEE RECOMMENDATION:
None.

SUMMER CELEBRATION

Where it's at!

RECEIVED

FEB 24 2010

MUSKEGON
CITY MANAGER'S OFFICE

February 23, 2010

Muskegon City Commissioners
City of Muskegon
PO Box 536
Muskegon, MI 49440

Dear Commissioners,

Unfortunately the Summer Celebration is coming to you to ask for an extension for our city services bill from 2009. While we held our own last year and made a very small profit, we still experienced lower than anticipated ticket sales. Fortunately everyone from top to bottom realized how bad the economy was and pulled together to cut more expense. That helped us stay afloat, but we still are recovering from past losses.

Right now we are optimistic about 2010. As you probably have heard we are concentrating on three major changes this year aimed at bringing additional income to the festival from outside the Muskegon area. First we are planning an over the water air show on June 26 & 27. The only other air shows in Western Michigan are in Traverse City and Battle Creek, so we think with a low admission price ($7), we will be a great family entertainment option across Western Michigan. Secondly we are close to securing a "big act" to perform during the festival. This act will be a Van Andel Arena caliber show which will allow us to charge more for tickets. While the cost for the act will be much greater, we feel the potential for a sell out and a significant income boost for the festival is very good. Lastly we will be hosting the biggest Fourth of July Party in Michigan. We have secured a new fireworks company that is currently planning a fireworks spectacular set to music that folks will not soon forget. Combine that with some great party music and a lower admission price, and we think we have another great family option for people in Muskegon and throughout Western Michigan.

You may have also seen our new graphics design as well. We think it signals a new day at Summer Celebration, and the response to it and our plans for 2010 have been very positive. That being said we understand the tremendous financial strain the City is experiencing. It will always be our intent to try to pay all of our bills in a timely manner. The past two years we have not been able to do so, and it has been painful. Our budget this year calls for us to get caught up with all of our bills and be able to pay the 2010 bills by fiscal year end as well. Our hope is that you would extend the same payment arrangement as you did last year. We would make a payment of $20,000 by the end of May after our pass sale and the remainder of the 2009 bill by the end of the fiscal year (September 30) if not sooner. Again our hope would be to pay the 2010 bill by that time as well.

587 West Western • Muskegon, MI 49440
Phone (231) 722-6520 • Fax (231) 722-6112
www.summercelebration.com

We greatly appreciate your consideration and understanding in this matter. It gives us no pleasure to come to you for this reason, but we hope the plans for 2010 and the positive vibe we are getting from the community and beyond will make it the last time we need to ask for this extension.

Sincerely,

Joe Austin

Joe Austin
Executive Director