

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 13, 2012

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. National Bike to Work Week Proclamation. CITY CLERK
 - C. Approval of Amendment to Norton Shores CDBG Contract with the City of Muskegon. COMMUNITY & NEIGHBORHOOD SERVICES
 - D. Lakeshore Trails Improvement Fund Agreement. FINANCE
 - E. Water Filtration Plant East Clarifier Solids Pump Replacement. PUBLIC WORKS
 - F. Solid Waste Proposal. PUBLIC WORKS
 - G. City - MDOT Agreement for Milling and Resurfacing of M-120 (Causeway). ENGINEERING
- ❑ PUBLIC HEARINGS:
 - A. Recommendation for Annual Renewal of Liquor Licenses. CITY CLERK
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
- ❑ NEW BUSINESS:
- ❑ 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: To Discuss Attorney/Client Information.**

❑ **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 13, 2012
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the February 28th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 28, 2012

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, February 28, 2012.

Mayor Warmington opened the meeting with a prayer from Mr. George Monroe from Evanston Avenue Baptist Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioners Sue Wierengo, Byron Turnquist, Eric Hood, Lawrence Spataro, and Willie German, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

2012-12 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the February 13th Worksession Meeting and the February 14th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Fireworks Display Permit for the Shrine Circus. CITY CLERK

SUMMARY OF REQUEST: Jordan Productions, Inc. is requesting approval of a fireworks display permit for March 2nd and 3rd at the L. C. Walker Arena. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

C. Amendments to the Zoning Ordinance. PLANNING & ECONOMIC

DEVELOPMENT

SUMMARY OF REQUEST: Staff has requested the following amendments to the zoning ordinance:

Amend Article II, "Definitions", of the zoning ordinance to include definitions for "Brewpub," "Micro Brewery," "Brewery," "Small Winery," "Winery," "Small Distillery" and "Distillery."

Amend Article XI (B-2 Districts), Section 1100 and Section 1101 of the zoning ordinance to allow for "Brewpubs," "Micro Breweries," "Small Wineries," and "Small Distilleries."

Amend Article XII (B-3 Districts), Section 1200 and Section 1201 of the zoning ordinance to allow for "Brewpubs," "Micro Breweries," "Small Wineries," and "Small Distilleries."

Amend Article XIII (B-4 Districts), Section 1300 and Section 1301 of the zoning ordinance to allow for "Brewpubs," "Micro Breweries," "Small Wineries," and "Small Distilleries."

Amend Section 1304 (B-5 Districts) of the zoning ordinance to allow for "Brewpubs," "Micro Breweries," "Small Wineries," and "Small Distilleries."

Amend Article XIV (I-1 Districts), Section 1400 of the zoning ordinance to allow for "Micro Breweries," "Breweries," "Small Wineries," "Wineries," "Small Distilleries," and "Distilleries."

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the zoning ordinance amendments.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the requests at their February 16th meeting.

D. Rental Registration Exemption. CITY MANAGER

SUMMARY OF REQUEST: To approve an ordinance amendment to Chapter 10, Article VI, Section 10-351 Registration of rental dwellings. This amendment would exempt certain dwellings that are not owner-occupied, but are occupied by certain relatives of the owner, from the rental registration requirements of the ordinance.

FINANCIAL IMPACT: Minimum.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the ordinance amendment.

Motion by Commissioner Spataro, second by Commissioner Wierengo to approve the Consent Agenda as read with the change noted on the

Worksession Minutes.

ROLL VOTE: Ayes: Wierengo, Turnquist, Warmington, Hood, Spataro, German, and Gawron

Nays: None

MOTION PASSES

2012-13 NEW BUSINESS:

A. City of Roosevelt Park Water Agreement. CITY MANAGER

SUMMARY OF REQUEST: To approve a new water supply agreement with the City of Roosevelt Park. The previous agreement expired last October.

FINANCIAL IMPACT: The water rate multiplier is reduced from 1.35 to 1.25 times Muskegon's rate, which results in a reverse reduction to the City.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the proposed agreement.

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to approve the City of Roosevelt Park water agreement with the City of Muskegon.

ROLL VOTE: Ayes: Turnquist, Warmington, Hood, Spataro, German, Gawron, and Wierengo

Nays: None

MOTION PASSES

B. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following. PUBLIC SAFETY

1675 Pine Street-Garage (Area 13)

845 W. Dale Avenue (Area 12)

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 Vice Mayor Gawron to

concur with the Housing Board of Appeals notice and order to demolish the garage at 1675 Pine Street and the structures at 845 W. Dale Street.

ROLL VOTE: Ayes: Warmington, Hood, Spataro, German, Gawron, Wierengo, and Turnquist

Nays: None

ANY OTHER BUSINESS: Request to put the Fisherman's Landing property exchange on the April Worksession.

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 5:50 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Date: March 13, 2012
To: Honorable Mayor and City Commissioners
From: CITY CLERK'S OFFICE
**RE: NATIONAL BIKE TO WORK WEEK
PROCLAMATION**

SUMMARY OF REQUEST: The City Commission is asked to adopt the attached proclamation supporting National Bike to Work Week May 14 through May 18, 2012.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached proclamation.

**PROCLAMATION IN SUPPORT OF NATIONAL
BIKE TO WORK WEEK, MAY 14-18, 2012
CITY OF MUSKEGON**

WHEREAS, for more than a century, the bicycle has been an important part of the lives of Americans; and

WHEREAS, today millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent form of fitness, and provides quality family recreation; and

WHEREAS, "Bike to Work Week" is a nationwide endeavor to educate the public about the benefits of bicycling and to increase awareness of and respect for bicyclists; and

WHEREAS, the City of Muskegon, MI recognizes the benefits of bicycle commuting in providing exercise, decreasing air pollution, conserving fuel, decreasing traffic congestion, decreasing noise pollution, and improving the health of its citizens; and

WHEREAS, the League of Michigan Bicyclists and independent cyclists throughout our state are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities; and

WHEREAS, bicycle transportation is an integral part of the "multi-modal" transportation system planned for by city, state and local transportation government agencies; and

WHEREAS, we recognize and encourage cycling as an important means of transportation, and support potential new cyclists in joining our community; and

WHEREAS, Ride On ! Muskegon County Bikes to Work Week Committee encourages all citizens to ride their bicycles to work, to the store, to the park, around their neighborhoods and with friends and family to promote the personal and societal benefits achieved from bicycling;

NOW, THEREFORE BE IT RESOLVED that the City of Muskegon Commissioners do hereby proclaim May 14-18, 2012 as Bike to Work Week.

Witnessed this 13th day of March 2012.

Stephen J. Warmington
Mayor

Commission Meeting Date: March 13, 2012

Date: February 22, 2012

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Amendment to Norton Shores CDBG
Contract with the City of Muskegon

SUMMARY OF REQUEST: To approve the amendment to the contract for City of Norton Shores' two-year agreement with the City of Muskegon for CDBG Administration.

After an Environment Review audit by HUD, HUD has requested the agreement between the City of Norton Shores and the City of Muskegon be amended to include compliance with National Environmental Policy Act of 1969 (NEPA) and Part 58 for the Environmental Certification compliance forms.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the amendment to the contract by the City of Norton Shores for the two-year agreement with the City of Muskegon for CDBG Administration to include compliance with NEPA and Part 58 for the Environmental Certification compliance forms.

COMMITTEE RECOMMENDATION: The Norton Shores City Council approved the amendment at their February 21 meeting.

CDBG Program Administration Agreement
Between the
City of Norton Shores
And
City of Muskegon

An agreement made and entered into this _____ day of _____, 2012, by and between the City of Muskegon; a Michigan municipal corporation (“Muskegon”), and the City of Norton Shores, a Michigan municipal corporation (“Norton Shores”), with reference to the following facts;

Background

Norton Shores desires that Muskegon assume responsibilities for the administration of the Norton Shores’ Community Development and Block Grant (“CDBG”) Program.

Therefore, the parties agree as follows:

1. **Administration of CDBG Program.** Muskegon agrees to assume responsibility for the preparation and submission of the following CDBG documents on behalf of Norton Shores:
 - a. Federal Application 424, narratives, project tables, certifications, Environmental Summary, Combined Notice of no Significant Findings and Intent to Release Funds.
 - b. Five-Year Consolidated Plan, Annual Plans, Consolidated Annual Performance and Evaluation Report, publish hearing notice narratives, reports including performance measures criteria (using CPMP format).
 - c. Semi-Annual Labor Standard Enforcement Report (form 4710).
 - d. Contract and Subcontract Activity Report (form 2516).
 - e. CDBG liens for projects, in accordance with HUD guidelines and regulations, as well as any other applicable Norton Shores requirements.
 - f. Preparation of quarterly reports to comply with CAPER, maintaining sub-recipient contract format for the City of Norton Shores’ contract with the American Red Cross and CALL 211.
 - g. IDIS reporting will be done by the City of Muskegon. Norton Shores will continue to do its own draw-downs.
 - h. Compliance with NEPA and Part 58, and the Environmental Certification compliance included in HUD Form 7015.15.

Norton Shores shall provide Muskegon with a copy of all forms previously used by Norton Shores, and Muskegon shall provide a copy of the above reports to Norton Shores upon completion. Norton Shores will continue to publish its own public notices.

2. **Terms of CDBG Fund Payments.** Muskegon shall submit payment request for release of CDBG funds to Norton Shores’ Finance Department, and Norton Shores shall remit payment within 10 days of a payment request by Muskegon.

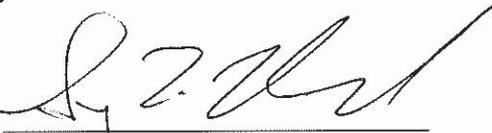
3. **Administration Fee.** Norton Shores shall pay Muskegon the maximum CDBG allowable costs minus \$1,000 (for legal work, etc) per program year for administration of CDBG program. Payment shall be made by way of quarterly payments beginning on July 1, 2011.
4. **Terms of the Contract.** The parties agree that this contract shall be effective July 1, 2011 through June 30, 2013. In addition, either party may terminate this Agreement at any time, and for any reason, upon 45 days written notice to the other party. Upon termination of the contract, Muskegon shall owe Norton Shores a pro rata return of the unearned Administration Fee paid to date.
5. **Building Inspection.** Norton Shores' Building Inspection Department will perform all inspections for CDBG projects and submit the inspection reports to Muskegon for inclusion in the relevant project file.
6. **Purchasing Guidelines.** Muskegon and Norton Shores agree to evaluate the current CDBG program purchasing guidelines used by Norton Shores and establish a written quotation and sealed project bid system acceptable to both parties.
7. **General Provision.**
 - a. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
 - b. **Severability.** Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.
 - c. **Assignment or Delegation.** Neither party may assign all or any portion of its rights and obligations in this Agreement without the express prior written approval of the other party which approval may be withheld for any reason.

City of Muskegon

By _____
Stephen J. Warmington, Mayor

By _____
Ann-Marie Becker, Clerk

City of Norton Shores

By 
Gary Nelund, Mayor

By 
Lynne A. Fuller, Clerk

Date: March 13, 2012

To: Honorable Mayor and City Commissioners

From: Finance Department

RE: Lakeshore Trails Improvement Fund Agreement

SUMMARY OF REQUEST: The Lakeshore Trails Improvement Fund was established as a small “grow-a-fund” entity at the Community Foundation several years ago using taxpayer-designated income tax refunds as seed money. The fund has now grown to a level (>\$10,000) at which it qualifies to be managed and invested as a full-fledged endowment fund by the Foundation.

The attached *organization endowment fund agreement* allows this transition to take place. The agreement has been reviewed by staff and the City Attorney.

FINANCIAL IMPACT: There is no immediate financial impact on the City. Longer-term, it is hoped that the fund will continue to grow and someday be used to help fund repairs and enhancements to the Trail – costs that would otherwise be borne by the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorization for the Mayor to sign the attached agreement.

COMMITTEE RECOMMENDATION: None.

COMMUNITY FOUNDATION *for* MUSKEGON COUNTY

ORGANIZATION ENDOWMENT FUND AGREEMENT

LAKESHORE TRAILS IMPROVEMENT FUND

AGREEMENT made _____, 2012 between the City of Muskegon, (the "CITY") and COMMUNITY FOUNDATION *for* MUSKEGON COUNTY, a Michigan non-profit corporation (the "FOUNDATION"), with reference to the following facts:

A. The CITY is presently a tax-exempt organization.

B. The FOUNDATION is a publicly-supported community foundation, meeting the public support test of IRC §509(a) and organized and operated exclusively for charitable purposes as provided in IRC §501(c)(3).

C. The CITY desires to establish a permanent Endowment Fund with the FOUNDATION which shall be known as the **Lakeshore Trails Improvement Fund** (hereinafter referred to as the "FUND").

D. The FOUNDATION, pursuant to the terms of this AGREEMENT and the restrictions imposed hereby, desires to accept donations to the FUND, and to administer and distribute the same in accordance with the terms and conditions of this AGREEMENT.

1. **Establishment of FUND.** The FOUNDATION acknowledges receipt of \$10,138.92 as the initial property of the FUND. CITY and FOUNDATION acknowledge that none of the money donated is CITY'S money, but rather are donations from individuals donating their tax refund monies, or individuals making gifts directly to the FUND.

2. **Property of the FUND.** The FUND shall include the property received to establish the FUND, such property as may later be transferred to the FOUNDATION from any source for inclusion in the FUND and accepted by the FOUNDATION, and all undistributed income from the FUND. The FUND shall be the FOUNDATION'S property held by it in its corporate capacity and shall not be deemed a trust fund held by it in a trustee capacity. The FOUNDATION shall have the ultimate authority and control over all property in the FUND, and the income derived therefrom, in accordance with the Articles of Incorporation and Bylaws of the FOUNDATION (as they may be amended from time to time), and the terms of this Agreement applied in a manner not inconsistent with said Articles and Bylaws.

3. **Designation of Purposes.** The FUND shall be used for the general support of the bike trails which are located within City of Muskegon.

4. **Distributions of Income.** All or a portion of the spendable income (as defined herein) of the FUND shall be distributed to CITY upon the written request of CITY, which may be submitted periodically to the FOUNDATION. The request shall include a City Commission written resolution approving the request for a distribution from the FUND.

5. **Other Distributions.** Distributions in excess of the spendable income of the FUND may be made to the CITY as the FOUNDATION'S Board of Trustees determines. Recommendations for such distributions may be made from time to time to the FOUNDATION by the CITY's Commission as provided in Paragraph 4 above. Excess distributions may be made only from the portion of the FUND'S balance which represents contributions made by the CITY plus allocated investment realized/unrealized gains and/or losses to such portion. Recommendations of the CITY's Commission shall be solely advisory and not binding on the FOUNDATION.

6. **Successors to the CITY.**

(a) The FUND will continue for the exclusive use and benefit of the successor or surviving organization if the CITY merges or consolidates with another entity which is also a tax-exempt organization.

(b) Upon dissolution of the CITY, the FUND shall continue for the benefit of such other tax exempt organization as identified by the CITY Commission, providing such identification is consistent with the charitable purposes of the FOUNDATION. Any designation made under this section shall be in writing and shall be delivered by the CITY to the FOUNDATION prior to the filing of legal dissolution of the CITY.

(c) If CITY fails to identify such other tax exempt organization or such identification is not consistent with the tax-exempt status of the FOUNDATION, the FUND shall become a part of the Unrestricted Endowment of the FOUNDATION.

7. **Variance.**

(a) The FOUNDATION agrees that if its Board of Trustees proposes to exercise the variance power under Article VIII, Section (8) of the FOUNDATION'S Bylaws, the exercise of such power shall not be effective earlier than at least 30 days after the FOUNDATION notifies CITY in writing of (i) its intent to exercise such power and (ii) the manner in which the FOUNDATION proposes to vary the purposes, uses, or methods of administration of the Fund. During the notice period, CITY may advise the FOUNDATION of its views regarding the proposed exercise of the power and take such other action as it deems appropriate. If the FOUNDATION becomes aware of any other action instituted or proposed by any person to vary the purposes, uses, or methods of administration of the FUND, it will promptly notify the City Commission.

(b) If the FOUNDATION ceases to be a qualified charitable organization or if the FOUNDATION proposes to dissolve, the assets of the FUND shall, after payment or making provision for payment of any liabilities, properly chargeable to the FUND, be distributed to CITY. If CITY is not then a qualified to receive such monies, said assets shall be distributed in such manner and to such organization or organizations in Muskegon County as satisfies necessary requirements and serves purposes similar to those of the CITY.

(c) Notwithstanding anything in this Agreement or in the FOUNDATION'S Articles or Bylaws to the contrary, the FOUNDATION agrees not to exercise the modification provisions contained in Article VIII of its Bylaws except to the extent and as may be required from time to time by the laws of the State of Michigan or by the Internal Revenue Code, including the rules and regulations with respect thereto, in order to qualify the Organization Endowment Fund as a component part of the FOUNDATION. Internal Revenue Service regulations presently require that any restriction or condition may be modified if it becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Muskegon County area.

8. **Definitions and Construction.**

(a) As used in this Agreement:

(i) "Qualified charitable organization" means an organization described in §501(c)(3) and which is other than a private foundation under §509(a) of the Internal Revenue Code.

(ii) References to any provision of the Internal Revenue Code shall be deemed references to the U.S. Internal Revenue Code of 1986 as the same may be amended from time to time and the corresponding provision of any future U.S. Internal Revenue Code.

(iii) "Spendable income" means the amount determined under the spending rule policy being used by the Foundation for its component Funds (less fees).

(b) It is intended that the FUND shall be a component part of the FOUNDATION and that nothing in this Agreement shall affect the status of the FOUNDATION as an entity which is a qualified charitable organization. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of the FOUNDATION.

(c) Each Fund is charged two fees. One is the investment manager fee, which is negotiated with the various managers and may vary from year to year. This fee is currently included in the total net investment gains and/or losses that are applied to the FUND quarterly. The second is a FOUNDATION administrative fee for the FUND which is currently at .5% and reviewed annually. If there are transfers of property to the Fund on any day after the first day of the Foundation's fiscal year, only a pro-rata portion of the annual fees will be charged against the Fund.

9. **Gift Acknowledgments.** The Foundation shall make all information with respect to the FUND available to CITY during normal business hours of the FOUNDATION, or on-line, with authorization, but not limited to, name, address, amount of gift and restrictions on gift, if any.

10. **Copies of AGREEMENT.**

The CITY and the FOUNDATION may furnish copies of this AGREEMENT to other potential donors to the FUND to demonstrate the protocol and procedures that have been put in place with regard to the administration and disbursement of the FUND.

The Parties execute this Agreement by its duly authorized officers effective as of the day and year above as evidence of their agreement.

LAKESHORE TRAILS IMPROVEMENT FUND

By: _____
Steve Warmington, Mayor, City of Muskegon

COMMUNITY FOUNDATION *for* MUSKEGON COUNTY

By: _____
Chris A. McGuigan, President/CEO

Date: March 13, 2012
To: Honorable Mayor and City Commission
From: Department of Public Works – Director
RE: Water Filtration Plant East Clarifier Solids Pump Replacement

SUMMARY OF REQUEST:

Authorize staff to purchase a Gorman-Rupp solids pump from the lowest responsible bidder Dubois-Cooper Associates, Inc. and contract with Allied Mechanical Services, Inc. to install for total cost of \$12,410.00

FINANCIAL IMPACT:

\$12,410.00

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to purchase a Gorman-Rupp solids pump for the Water Filtration Plant East Clarifier sump from Dubois-Cooper Associates, Inc for \$8,010.00

Enter into a contract with Allied Mechanical to install the Gorman-Rupp solids pump and remove old pump for a cost of \$4,400.00

Date: February 27, 2012
To: DPW Director – Mohammed Al-Shatel
From: Water Filtration Plant
RE: Water Filtration Plant East Clarifier Solids Pump Replacement

Summary:

The east clarifier solids pump is failing. It is located in a corridor with process piping built around it. The area is difficult to get lifting equipment into and to work in. A new pump that is easier to install and work on in the tight space is proposed.

Part I

We propose to purchase a Gorman-Rupp (T4A3S-B) solids pump for the Water Filtration Plant East Clarifier sump from Dubois-Cooper Associates, Inc for \$8,010.00. 6-8 weeks lead time required before delivery.

Part II

We propose to have a contractor remove the old pump and install the Gorman-Rupp solids pump. This work will be done by Allied Mechanical Services, Inc. for a cost of \$4,400.00

Approval

To complete the pump installation, slight modifications to the solids transfer piping must be made. The changes are approved by the MDEQ. Verbal approval from Steve Busch on 2/27/2012. MDEQ requests drawings to be submitted to document changes made.

Part I Bid Tabulation for Pump Purchase

Company	Address	Proposed Price	Notes
INDELCO Plastics Corp.	6530 Cambridge St St. Louis Park, MN. 55426	\$7,704.68	
Franklin Howerda Co.	2509 29 th st Wyoming, MI 49519	\$9,350.00	
DuBois Cooper Assoc., Inc.	905 Penniman Plymouth, MI 48170-0161	\$7,780.00	Price is higher but includes training.

Part II Bid Tabulation for Pump Removal and Installation

Company	Address	Proposed Price	Notes
Franklin Howerda Co.	2509 29 th st Wyoming, MI 49519	\$11,500.00	
Northwest Kent Mechanical Co.	4095 16 Mile Rd Cedar Springs, MI 49319	\$5,970.00	
Allied Mechanical Srvs, Inc.	3380 Highland Dr. Hudsonville, MI 49426	\$4,400.00	* lowest price

Date: March 13, 2012
To: Honorable Mayor and City Commissioners
From: DPW
RE: Solid Waste Proposal

SUMMARY OF REQUEST:

Authorize staff to begin negotiation with Republic Services (Allied Waste) on a contract extension. Republic Services submitted the attached letter proposing an extension to our current solid waste contract which is slated to expire at the end of 2012. Staff's recommendation will be brought back to you for consideration at a later date.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to negotiate with Republic Services a possible contract extension.

COMMITTEE RECOMMENDATION:



February 24, 2012

Mr. Mohammed Al-Shatel
Director of Public Works
1350 East Keating Street
Muskegon, MI 49442

Dear Mohammed,

Please find enclosed the Allied Waste/Republic Services proposal for a seven (7) year extension to our Residential Services contract with the City of Muskegon.

Allied Waste/Republic Services proposal is as follows:

- ◆ All residences will receive a new 95-gallon trash cart
- ◆ Allied Waste/Republic Services will ensure that the old carts are recycled
- ◆ Fixed increase of 3% for all years of contract / *Annually*
- ◆ All other terms of contract to remain the same

We believe that this proposal will benefit the City for a number of reasons.

1. All carts will be new. Currently there are numerous carts that are 20+ years old.
2. These new carts are 46% larger thus eliminating the unsightly and unsanitary conditions of bags which are currently on the ground.
3. Carts will be uniform in color and from a single manufacturer. Currently there are different shades, colors, and manufacturers.
4. All residents will be able to see instant value added in their City provided trash service when they receive a brand new cart with extra capacity.

G.H.? In addition to the benefits listed above, I believe you will agree the City receives an outstanding value in service and price. I have attached pricing information for the Cities of Holland and Roosevelt Park which are the most recent bids in our area. It is important to note the following service levels when comparing prices:

- ◆ City of Muskegon includes unlimited trash and yardwaste. Bulk items are also included. Recycling is available on a subscription basis for an additional charge.
- ◆ City of Holland includes cart only contents for trash and unlimited recycling. Extra trash and bulk items are charged extra. Yardwaste is available on a subscription basis for an additional charge.
- ◆ City of Roosevelt Park includes cart only contents for trash, unlimited recycling, and yardwaste. Extra trash and bulk items are charged extra.

In addition to a very favorable pricing structure, the City of Muskegon also receives commercial pickup not provided for in those contracts. These services include:

Value?

- ◆ Parks
- ◆ Marinas
- ◆ Cemetery
- ◆ Farmers market
- ◆ All municipal buildings including firehouses
- ◆ Hauling of dumpsters for the Saturday Neighborhood Association cleanups

I would also like to point out that we operate hauling and recycling facilities both located in the City of Muskegon. Additionally, we are involved in the community and sponsor events which are held in the City such as Bike Time and Unity Fest, among others. We are also active members of the Muskegon Chamber of Commerce.

Allied Waste/Republic Services would like to thank the City of Muskegon for providing us the opportunity to service your waste removal needs. We believe that we have an excellent working relationship with the City and its residents, and look forward to continuing that relationship in the future. We appreciate the opportunity to submit this proposal for your review and consideration.

Respectfully,



Kerry Rattinger
General Manger
Allied Waste/Republic Services

Date: March 13, 2012
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement for:
Milling & Resurfacing of M-120 (Causeway)

SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the Milling & Resurfacing of M-120 (Causeway) from US-31 BR to Northerly City Limits 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 around \$15,800.

BUDGET ACTION REQUIRED:

The City's share of \$15,800 will needs to be incorporated into the 2012/2013 CIP budget

STAFF RECOMMENDATION:

Approve the attached resolution and authorize the mayor & clerk to sign the contracts as well as authorize staff to incorporate this project into the 2012/2013 budget

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE MILLING AND RESURFACING OF M-120 (CAUSEWAY) BETWEEN US-31BR AND THE NORTHERLY CITY LIMITS. TOGETHER WITH OTHER NECESSARY RELATED WORK AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK ANN CUMMINGS 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. **11-5246** between the Michigan Department of Transportation and the City of Muskegon for the **Milling & Resurfacing of M-120 from US-31BR to the City's northerly limits** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **11-5246** 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 _____, 2012.

BY

Stephen J. Warmington, Mayor

ATTEST

Ann Cummings, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2012**. 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 Cummings, City Clerk

FEDERAL AID PROGRESS PAYMENT

DAB
Control Section NH 61076
Job Number 109245A; 109245C
Federal Project NH 1261(210);
NH 1061(328)
Federal Item HH 7783; HH 6569
Contract 11-5246

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:

Milling and asphalt resurfacing work on Highway M-120 from Highway US-31BR to the north CITY limits; 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: \$993,900

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 -	91.25%
CITY -	8.75%

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
Constr. & CE	\$901,500	\$737,900	\$163,600	\$149,300	\$14,300
PE	<u>\$92,400</u>	<u>\$75,600</u>	<u>\$16,800</u>	<u>\$15,300</u>	<u>\$1,500</u>
TOTAL	\$993,900	\$813,500	\$180,400	\$164,600	\$15,800

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 monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly 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.

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

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



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 Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 will 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 ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any 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; treatment; 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 shall, 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 its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall 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 itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State 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, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan 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 Michigan 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 Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment 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 contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** 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 facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material 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 Department or the USDOT 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 from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

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 13, 2012
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, 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, 2012, 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.

**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 13, 2012, 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 not 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, 2012, they will be removed from this Resolution.

Approved and adopted this 13th day of March, 2012.

AYES:

NAYS:

By: _____
Ann Marie Cummings, MMC
City Clerk

2012 Liquor Licenses
Not in Compliance

Bayside Centre, 3006 Lakeshore
Captain Jack's Bar & Grill, 1601 Beach
Club Envy, 441 W. Western
Dockers Fish House & Lounge, 3505 Marina View Pt.
Dreamer's, 978 Pine
Express Lane, 1992 S. Getty
Frontier Liquor Shoppe, 631 W. Southern
Holiday Inn, 939 Third
Lakeshore Tavern, 1963 Lakeshore
Lakeside Club, Inc., 1777 Lakeshore
Lighthouse Liquor, 860 W. Sherman
Los Amigo, Inc., 1848 E. Sherman
Muskegon Family Foods, 1157 Third
Shiva Mart, 2021 Marquette
Shoreline Inn, 750 Terrace Point
The Flamingo II, 1163 E. Laketon
The Old Clover Bar, 817 Forest
Tipsy Toad, 609 W. Western
Westside Inn, 1635 Beidler

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on March 13, 2012. 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 Marie Cummings, MMC
City Clerk

2012 Liquor License Renewals

Name	Address	Inspection	Treasurer/ Income Tax	Clerk
Applebee's Neighborhood Grill & Bar	1825 E. Sherman			
Bayside Centre	3006 Lakeshore	X		
Captain Jack's Bar & Grill	1601 Beach		X	
Clay Avenue Cellars	611 W. Clay			
Club Envy	435 & 441 W. Western	X		X
Community Market	1149 Wood			
DJ's Pub	2064 Henry			
Dockers Fish House & Lounge	3505 Marina View Pt.	X		X
Downtown Market	45 E. Muskegon			
Dreamer's	978 Pine		X	
Express Lane	812 W. Laketon			
Express Lane	1992 S. Getty		X	X
Fricano's Muskegon Lake	1050 W. Western, Suite 200			
Frontier Liquor Shoppe	631 W. Southern	X		
Ghezzi's Market	2017 Lakeshore			
Hennessy's Irish Pub	885 Jefferson			
Holiday Inn	939 Third	X		
K.B.'s Market	1431 Getty			
L & G Family Market	1813 Getty			
L.C. Walker Arena & Conference Center	470 W. Western			
Lake Express	1918 Lakeshore			
Lake House Waterfront Grille	730 Terrace Point			
Lakeshore Tavern	1963 Lakeshore	X	X	X
Lakeside Club, Incorporated	1777 Lakeshore			X
Landmark	1308 W. Sherman			
Latitudes Market	3200 Lakeshore			
Lighthouse Liquor	860 W. Sherman			X
Linne Lodge #57	3132 Lakeshore			
Los Amigos, Inc.	1848 E. Sherman Blvd., Suite M	X	X	X
Marine Tap & Grill	1983 Lakeshore			
Mike's Inn	555 W. Western			
Muskegon Aerie #668, Eagles	611 - 625 W. Western			
Muskegon Country Club	2801 Lakeshore			
Muskegon Family Foods	1157 Third	X		
Muskegon Recreation Club	1763 Lakeshore			
Muskegon Yacht Club	3198 Edgewater			
Pat's Roadhouse	157 S. Getty			
Pizza Hut	1480 Apple			
Pizza Hut	2590 Henry			
Polish Falcons Lodge-276	1014 W. Hackley			
Polish Roman Catholic Union of America	1890 Henry			
Pop-A-Top Tavern	2185 Henry			
Port City Cruise Line	560 Mart			
Porthole Bar	1300 W. Sherman			
Racquets	446 W. Western			
Sam's Drink-All	1500 Getty			
Shiva Mart	2021 Marquette			X
Shoreline Inn	750 Terrace Point		X	

Name	Address	Inspection	Treasurer/ Income Tax	Clerk
Sunny Mart	1301 E. Apple			
Sunny Mart	1100 Hackley			
Superstop Food Store	2390 Sherman			
The Cheese Lady	808 Terrace			
The Culinary Institute of Michigan	336 W. Clay			
The Flamingo II	1161 - 1163 E. Laketon		X	X
The Frauenthal Center	413 - 415 W. Western			
The Old Clover Bar	817 Forest		X	
The Sand Bar	1031 W. Laketon			
Tipsy Toad	609 W. Western		X	
Veterans of Foreign Wars Post 446	165 S. Getty			
Walgreen's #4835	1000 S. Getty			
Walgreen's #5315	840 W. Sherman			
Watermark 920	920 Washington			
Wayne's Deli	746 W. Laketon			
Wesco #13	1075 W. Laketon			
Westside Inn	1635 Beidler		X	X

X - Not in compliance

Closed Establishments

Bonfire	2536 Henry
Chaity Lodge #1397	149 Ottawa
Harbour Towne Yacht Club	3425 Fulton
Someplace Else III/Glenside Pub	1508 W. Sherman
Time Out Bar	313 W. Laketon