

CITY OF MUSKEGON

CITY COMMISSION MEETING

OCTOBER 10, 2017 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk
 - B. Approval of a Neighborhood Enterprise Zone Certificate – 309 Terrace Point Circle Planning & Economic Development
 - C. Approval of a Neighborhood Enterprise Zone Certificate – 317 Terrace Point Circle Planning & Economic Development
 - D. Approval of 2017-2018 Procurement Contracts for CNS Community and Neighborhood Services
 - E. Grant Agreement with MDEQ DPW – Engineering
 - F. Community Relations Committee Recommendations City Clerk
- ☐ **PUBLIC HEARINGS:**
- ☐ **COMMUNICATIONS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
 - A. Proclamation Opposing Racism Commissioner German

☐ **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:**

A. Discuss Legal Opinion of Property Transaction City Manager

☐ **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 MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1- TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Date: October 4, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the September 26, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 26, 2017 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

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, September 26, 2017. Pastor Tim Cross, Living Word Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Byron Turnquist, Willie German, Jr., and Dan Rinsema-Sybenga, Acting City Manager, Public Safety Director – Jeffrey Lewis, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner Debra Warren – arrived 5:38 p.m.

2017-76 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the September 11, 2017 Worksession Meeting and the September 12, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

C. Sanitary Sewer Improvements Department of Public Works

SUMMARY OF REQUEST: Authorize staff to enter into an Engineering Agreement with Prein & Newhof to perform the necessary tasks (design, bidding, and construction engineering) for the rehabilitation of a portion of the Oak Grove and Clay Hill Sewers. The project consists of lining a 10 inch and 12 inch sewer in the Oak Grove area and lining a 12 inch sewer along with one manhole

installation and several lateral relocations in the Clay Hill area.

City Staff would like to capitalize on the work already completed by Prein & Newhof as part of the recent SAW Grant.

FINANCIAL IMPACT: Total Cost \$22,000.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Prein & Newhof.

D. POLC Collective Bargaining Agreement City Manager

SUMMARY OF REQUEST: City Staff and Police Officers Labor Council representatives previously agreed upon a new contract that took effect January 1, 2017. Since that time, a number of small issues related to the original tentative agreement have been identified and subsequently reconciled. This is a formal request to incorporate all of the final changes into the tentative agreement. The POLC has already ratified the contract and city staff has been enforcing the provisions of the contract since January 1, 2017. The new agreement is beneficial to both parties and is expected to help with police officer recruiting and retention; there is no financial impact on the budget as part of the agreement.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Collective Bargaining Agreement with the Police Officers Labor Council as presented.

E. Request to Order Phase II Environment Assessment at 920 and 1000 W. Western Planning & Economic Development

SUMMARY OF REQUEST: The City has a purchase agreement with Smith Equities for a residential development at these parcels. Known environmental concerns exist and a Phase II environmental assessment will be necessary to move the project forward. Certain contaminants have been identified and data has demonstrated that the soil is contaminated from historic fill materials. The assessment will give the purchaser a better understanding of the limitations and costs related to the environmental conditions on the property. The City has a contract with Envirologic for the United States Environmental Protections Agency's Brownfield Site Assessment Grant; however, this parcel is not eligible for grant funding. Envirologic has quoted the project at \$24,500.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: \$24,500 from the Public Improvement fund.

STAFF RECOMMENDATION: To approve the request to conduct the Phase II Environmental Assessment with Envirologic.

H. Authorization to Staff to Submit a Transportation Alternative Program (TAP) Agreement DPW/Engineering

SUMMARY OF REQUEST: Authorize staff to submit a TAP grant application by adopting the resolution.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adopt the resolution.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the consent agenda as presented, except items B, F, and G.

ROLL VOTE: Ayes: Turnquist, Johnson, Gawron, Hood, Warren, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

2017-77 ITEMS REMOVED FROM CONSENT AGENDA

B. Kitchen 242 Contract Renewal City Clerk

SUMMARY OF REQUEST: Our contract with our Kitchen Manager, Renae Hesselink, is set to expire on September 30, 2017. Renae has been instrumental in updating the kitchen, substantially increasing the use of the kitchen, and managing two of the grants we have for the kitchen as well as applying for new grants. At this time, staff is requesting to extend her agreement until the end of the fiscal year, June 30, 2018.

FINANCIAL IMPACT: Continuation of the current agreement.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To extend Renae Hesselink's contract through June 30, 2018.

Motion by Commissioner Warren, second by Commissioner Johnson, to extend Renae Hesselink's contact through June 30, 2018.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Warren, German, Rinsema-Sybenga, and Turnquist

Nays: None

MOTION PASSES

F. Desktop Computer Work Stations – Police Department Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the amount of \$24,570.00 for 39 desk top computers for the police department. (\$630 each) These upgraded/enhanced CPU's will

replace the current computers that are approximately seven years old, which cannot be serviced and no longer meet the standards of the software required to operate within the police department.

The new machines are configured with the latest storage technology built for speed. They have the memory to handle multi-tasking; they also will run the latest Windows 10 Operating System from Microsoft.

Dell is the chosen supplier as the City is enlisted in a state and local government contract with Dell computers. The machines in this proposal come heavily discounted due to the relationship and purchase volume the City has with Dell. The City uses Dell at the server, networking, storage and computer level.

FINANCIAL IMPACT: N/A - Budgeted

BUDGET ACTION REQUIRED: Equipment was budgeted in the 2017/2018 (need to adjust 1st quarter budget report to support the equipment price increase *(5700-Capital Outlays)*)

STAFF RECOMMENDATION: Staff recommends approval of this equipment purchase to update and enhance essential desk top computers for all bureaus within the police department.

Motion by Commissioner German, second by Commissioner Johnson, to approve the equipment purchase to update and enhance essential desktop computers for all bureaus within the police department.

ROLL VOTE: Ayes: Gawron, Hood, Warren, German, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

MOTION PASSES

G. Unattended Running Vehicles Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission review and authorize the adoption of the Unattended Running Vehicle Ordinance. Note: City Ordinance – Chapter 92, Article V will be included with this adoption. The Director also requests that all level 1-5 parking violations have extended time to pay parking penalties.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends adoption of the Unattended Running Vehicle Ordinance and all level 1-5 parking violations have extended time to pay parking penalties.

Motion by Commissioner German, second by Commissioner Warren, to adopt the Unattended Running Vehicle Ordinance and all level 1 through 5 parking

violations having extended time to pay parking penalties.

ROLL VOTE: Ayes: Hood, Warren, German, Rinsema-Sybenga, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

2017-78 PUBLIC HEARINGS:

A. BID Special Assessment – Resolution Approving District
Planning & Economic Development

SUMMARY OF REQUEST: The Downtown Business Improvement District (BID) Board is requesting that the special assessment district for downtown properties be expanded and renewed. The previous BID district was approved for one year on two separate occasions. It is now proposed to expand the district to include more parcels, modify the property classifications and rates and to extend the approval for three years. The assessments will continue to go towards various downtown expenditures, including sidewalk snow removal, spring/fall cleanup and landscaping, events, directional signs and marketing/advertising. The BID assessment includes both a “Class A” and a “Class B” district. Please note that on April 25, 2017, the BID Board voted to amend the BID Bylaws to define a “Class B” property as “Properties located within the Downtown Muskegon Business Improvement District which are currently used for, or zoned for industrial or manufacturing.” The word “automotive” was removed from the definition, moving that category of property to “Class A.” The BID Board also recommends to raise the amount per square footage on “Class B” properties from \$0.02/sf to \$0.04/sf and to raise the cap from \$750 to \$2,000. The cap on “Class A” properties was recommended to be raised from \$3,000 to \$4,000.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution approving the special assessment district and authorize the Mayor and Clerk to sign. Also, to appoint two Commissioners to the Board of Assessors.

PUBLIC HEARING COMMENCED:

The following public comments were received:

Dave Alexander from Downtown Muskegon Now

Beth/Gary Post, 272 W. Clay

Brenda Moore – 611 W. Clay – doesn’t feel she has benefited. Did not get snow removal services – disincentive for mixed use – 25% increase on her taxes

Dr. Burlingame – 2287 McCracken, representing “Clyde’s group” (Hot Rod

Harley)

Kristi Burris – U.S. 31 BBQ, will cost them \$1200/year – wants to revisit each year (the assessment).

Jon Rooks, 939 Third Street, Holiday Inn – has 3 parcels – issues with the way it's written but in favor of assessment.

Maureen, owner of Northwestern Mill Supply, 820 Pine Street.

Clyde Whitehouse, Hot Rod, would like to vote on it on a yearly basis – in favor of the assessment.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to close the public hearing and create the district.

ROLL VOTE: Ayes: Warren, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood

Nays: German

MOTION PASSES

**Commissioner Rinsema-Sybenga and Commissioner Warren
are appointed to the Special Assessment Board of Assessors.**

2017-79 NEW BUSINESS:

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: Public Safety

561 Catherine Avenue – Garage Only

216 Allen Avenue

189 Strong Avenue

1750 Pine Street

1526 Terrace Street

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 or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals

decision to demolish.

Motion by Commissioner Warren, second by Vice Mayor Hood, to concur with the Housing Board of Appeals decision to demolish 216 Allen, 189 Strong, 1750 Pine Street, and 1526 Terrace Street.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and Warren

Nays: None

MOTION PASSES

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to concur with the Housing Board of Appeals decision to demolish 561 Catherine – garage only.

ROLL VOTE: Ayes: Gawron, Hood

Nays: Rinsema-Sybenga, Turnquist, Johnson, Warren, and German

MOTION FAILS

Motion by Commissioner Johnson, second by Commissioner Warren, to refer the matter of 561 Catherine – garage only – back to the Housing Board of Appeals at their meeting on the first Wednesday in October.

ROLL VOTE: Ayes: Turnquist, Johnson, Gawron, Hood, Warren, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

B. Request to Amend the Planned Unit Development (PUD) at Terrace Point Circle Planning & Economic Development

SUMMARY OF REQUEST: Request to amend the Terrace Point Circle Final PUD to reconfigure the non-waterfront lots and allow for duplexes on them. The request is intended to move the project forward by offering homes at a popular price point, while still offering the same amount of density as the original plan.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the final PUD.

COMMITTEE RECOMMENDATION: The request was unanimously recommended for approval at the September 14 Regular Planning Commission meeting.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the final Planned Unit Development.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Warren, German, Rinsema-Sybenga, and Turnquist

Nays: None

MOTION PASSES

C. Request to Amend the Planned Unit Development (PUD) at 3425 Fulton Avenue Planning & Economic Development

SUMMARY OF REQUEST: Request to amend the Harbour Towne Final PUD at 3425 Fulton Avenue to allow a 7-unit boutique hotel at the former Muskegon Yacht Club building. The development will include hotel suites on the top floor and a banquet room on the bottom floor.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the final PUD.

COMMITTEE RECOMMENDATION: The request was unanimously recommended for approval at the September 14 Regular Planning Commission meeting.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to approve the final Planned Unit Development.

ROLL VOTE: Ayes: Gawron, Hood, Warren, German, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

MOTION PASSES

D. Approval of the Proposal at 895 4th Street Planning & Economic Development

SUMMARY OF REQUEST: Staff sent out a Request for Proposal (RFP) for this property on August 29 and proposals were due on September 19. The City received one proposal in response to the RFP, which was from Pigeon Hill Brewing Company. Staff is seeking approval of a slightly amended proposal and to enter into a purchase agreement. After discussions with City staff, the company is now offering a total of \$40,000 for Sub-Parcel 1 and Sub-Parcel 2. They plan to construct a building of approximately 15,000 square feet that is expected to be a \$1.5 million investment and would feature large windows facing Shoreline Drive to showcase their large stainless-steel brewing equipment.

FINANCIAL IMPACT: The City would receive no less than \$40,000 for Sub-Parcels 1 & 2.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To allow staff to enter into a purchase agreement

with Pigeon Hill Brewing Company for Sub-Parcels 1 and 2 for a price that is within at least 15% of the appraised value and no less than \$40,000.

Motion by Commissioner Johnson, second by Commissioner German, to allow staff to enter into a purchase agreement with Pigeon Hill Brewing Company for Sub-Parcels 1 and 2 for a price this is within at least 15% of the appraised value and no less than \$40,000.

ROLL VOTE: Ayes: Hood, Warren, German, Rinsema-Sybenga, Turnquist, Johnson, and Gawron.

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 8:38 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Commission Meeting Date: October 10, 2017

Date: October 10, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate - 309 Terrace Point Circle

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Donald and Jennifer Hammond for the new construction of a home at 309 Terrace Point Circle. This unit is already being constructed and the State Tax Commission allows applicants to apply for a certificate up to six (6) months after construction commences. Construction started in September with an estimated cost of \$310,000. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT:

Taxation will be 50% of the State average of new homes for the next 12 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Donald and Jennifer Hammond to construct a new home at 309 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be in effect for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Donald and Jennifer Hammond be approved.

Adopted this 10th day of October, 2017.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 10, 2017.

By: _____

Ann Meisch
City Clerk

Commission Meeting Date: October 10, 2017

Date: October 10, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate - 317 Terrace Point Circle

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Krista Abbott for the new construction of a home at 317 Terrace Point Circle. This unit is already being constructed and the State Tax Commission allows applicants to apply for a certificate up to six (6) months after construction commences. Construction started in September with an estimated cost of \$272,632. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT:

Taxation will be 50% of the State average of new homes for the next 12 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Krista Abbott to construct a new home at 317 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be in effect for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Krista Abbott be approved.

Adopted this 10th day of October, 2017.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 10, 2017.

By: _____

Ann Meisch
City Clerk

Commission Meeting Date: October 10th, 2017

Date: October 3, 2017

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of 2017-2018 Procurement Contracts for CNS

SUMMARY OF REQUEST: To approve the following Trades-Services procured through sealed bid proposals producing the lowest responsible bidder *and* provide an extension* to four Trades-Services where no bids were received:

Appraisal:	Midwest Real Estate
Architect:	Michael Clark
Asbestos Assessment:	Environmental Resources Group
*Building:	Mike Murphy
*Electrical:	Belasco Electric
House Building Spec Writer:	Hager Consulting
Property Maintenance:	Walker Handyman Enterprises
Lead Assessment & Clearance:	Environmental Resources Group
Mechanical:	Jewett Heating
Painting:	Pro Cleaners
*Plumbing:	Brett Noordhoff Plumbing
Realtor:	Greenridge Realty
*Structural Engineer/Surveyor:	Westshore Consulting
Title Service:	Midstate Title
Vinyl Installer:	Mark N Tucker LLC
Vinyl Supplier:	Keene Lumber

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the procured and extended* Trade Contractors-Service Providers for the Community and Neighborhood Services through December 31, 2018.

COMMITTEE RECOMMENDATION: None required.

Date: October 10, 2017
To: Honorable Mayor and City Commissioners
From: DPW-Engineering
RE: Grant Agreement with MDEQ

SUMMARY OF REQUEST:

Authorize staff to enter into a grant agreement, see attached, with MDEQ to construct a new 8" water main in Madison between Keating & Holbrook to provide city water to the residents in that area. The grant of \$75,775.22 requires a city match of \$48,865 which will need to be incorporated into the city's budget during the first quarterly reforecast.

FINANCIAL IMPACT:

\$48,865.

BUDGET ACTION REQUIRED:

A budget adjustment needs to be made through the first quarterly reforecast

STAFF RECOMMENDATION:

Authorize staff to enter into the agreement with MDEQ to construct a new water main in Madison and incorporate the project and cost into the 2017/2018 budget via the first quarterly reforecast.

COMMITTEE RECOMMENDATION:



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GRETHER
DIRECTOR

July 26, 2017

Mr. Mohammed Al-Shatel
City of Muskegon
Department of Public Works
933 Terrace Street
Muskegon, Michigan 49440

Dear Mr. Al-Shatel:

SUBJECT: Alternate Water Supply Replacement (AWS), Grant Agreement (Agreement)

Enclosed for your review is an original AWS Agreement between the Michigan Department of Environmental Quality (MDEQ), Drinking Water and Municipal Assistance Division and City of Muskegon. To accept the award, you must sign two originals of the Agreement and return both originals to the MDEQ.

In an effort to communicate efficiently with our grantees, we ask that you take a few moments to review your Grantee Contact information for accuracy and if necessary, update. If you do not have a fax number please indicate this by filling in the applicable field with "N/A." Each field need to be completed, including your Federal ID number and DUNs number.

Please return your signed Agreements to my attention at the following address:

Administration Section
Drinking Water and Municipal Assistance Division
Michigan Department of Environmental Quality
P.O. Box 30241
Lansing, MI 48909-7741

For general questions relating to overall grant administration, please contact me by phone or e-mail.

Sincerely,

Christina Campbell
Administration Section
Drinking Water and Municipal Assistance
Division
517-284-6501/campbellc@michigan.gov

Enclosure

cc: Mr. Montana Krukowski – MDEQ



**ALTERNATE WATER SUPPLY REPLACEMENT GRANT AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND CITY OF MUSKEGON**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (MDEQ), Drinking Water and Municipal Assistance Division (DWMAD) ("State"), and City of Muskegon ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of Funds for grant assistance is set forth in Public Act 252 of 2014. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Muskegon

Amount of Grant: \$75,775.22

Amount of Cost Share (water main only): \$48,865.23

Start Date: (date executed by MDEQ): _____

Project #: N/A

% of Grant State: 100%

Project Total: \$124,640.45 (grant plus cost share)

End Date: November 30, 2017

GRANTEE CONTACT:

Mohammed Al-Shatel / Director Public Works

Name/Title

City of Muskegon - DPW

Organization

933 Terrace Street

Address

Muskegon, Michigan 49440

Address

231-724-6944

Telephone number

231-722-4188

Fax number

Mohammed.al-shatel@shorelinecity.com

E-mail address

38-6004522

Federal ID number

0172270968

Grantee DUNS number

STATE'S CONTACT:

Montana Krukowski / Project Coordinator

Name/Title

DWMAD/DEQ/Lansing

Division/Bureau/Office

P.O. Box 30241

Address

Lansing, Michigan 48909-7741

Address

517-242-9992

Telephone number

Fax number

krukowskim@michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Eric Oswald, Division Director, Drinking Water and Municipal
Assistance Division

Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Agreement, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page one. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in the Program Specific Requirements – Appendix A and in the Program Descriptions' of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the program contact listed in the program description.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide all products and deliverables in accordance with Appendix A.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement.

Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant.

All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement.

If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement,

in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

XIX CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Grantee for any further charges to the grant.

XXI TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page one or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30 day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

PROJECT SPECIFIC REQUIREMENTS - APPENDIX A

The City of Muskegon municipal water system will be extended to provide service connections to the following addresses: 1931 Madison Street, 1939 Madison Street, 1951 Madison Street, and 1973 Madison Street. The City of Muskegon will also have to construct a Water Main on Madison Street between Holbrook and Keating Avenues. Under this Agreement, the eligible properties will receive a water service line, plumbing connection, meter, well abandonment, and property restoration. The estimated cost is: \$124,640.45. The City of Muskegon has offered a 50-50 cost share for the construction of the Water Main and therefore the cost to the State of Michigan will be: \$75,775.22.

See attached Program Budget Summary and Cost Detail Schedule.

PROGRAM BUDGET SUMMARY

MDEQ
8/96 Rev.

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Program Alternate Water Supply Part 201 of Act 451 PA 1994, as amended			Code	Budget Period Date Grant Executed – 11/30/17	Date Prepared 06/22/2017
Local Agency City of Muskegon DPW			Agreement		
Address 933 Terrace Street., Muskegon, Michigan 49440			Payee Identification No. 38-6004522		
	CATEGORY				TOTAL BUDGET
1	Salaries & Wages				
2	Fringe Benefits				
3	Travel				
4	Supplies & Materials				
5	Contractual (Sub-Contracts)				\$124,640.45
6	Equipment				
7	City of Muskegon Cost Share				(\$48,865.23)
8	TOTAL DIRECT				\$75,775.22
9	CONTINGENCY				\$0.00
10					
11	TOTAL EXPENDITURES				\$75,775.22
SOURCE OF FUNDS					
12	Fees & Collections				
13	State Agreement				\$75,775.22
14	Local – Cost Share				\$48,865.23
15	Federal				
16	Other				
17	TOTAL FUNDING				\$124,640.45

PROGRAM BUDGET - COST DETAIL SCHEDULE

MDEQ
8/96 Rev.

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Program Alternate Water Supply Part 201 of Act 451 PA 1994, as amended	Budget Period Date Grant Executed – 11/30/17		Date Prepared 06/22/2017
Local Agency: City of Muskegon	Budget for Original Agreement \$75,775.22		
Description	Quantity	Item Total (\$)	Sub-Category/ Category Total (\$)
<u>CONTRACTUAL</u>			
Mobilization and General Conditions	1	5,000	5,000*
Erosion Control, Inlet Protection, Fabric Drop	6	84	504*
Aggregate Surface Cse	770	45	34,650*
Topsoil Surface, Furn, 4 inch	300	2	600*
Watermain, DI, 12", Tr Det G, Modified	3	65	195*
Watermain, DI, 8", Tr Det G, Modified	628	53	33,284*
Watermain, DI, 6", Tr Det G, Modified	9	50	450*
Water Service, 1", Copper Type K	60	40	2,400**
Water Service, ¾", Copper Type K	160	35	5,600**
Reducer, 12" X 8", DI MJ	1	400	400*
Reducer, 8" X 6", DI MJ	1	400	400*
Tapping Sleeve and Valve, 6" X 6", With Box	1	3,500	3,500*
Bend, 8", 45 Degree, DI MJ	2	400	800**
Sleeve, 12", Long, DI MJ	1	500	500*
Tee, 8" X 6", DI MJ	1	500	500*
Valve, 6", Gate, With Box	1	1,800	1,800*
Hydrant, 6', Standard	1	3,200	3,200*
Corporation Stop, 1"	4	350	1,400**
Meter Pit Complete	4	1,300	5,200**
Abandon Existing Water Service	4	2,000	8,000**
Subtotal			108,383
15% Engineering			16,257.45
Water Service Related**			26,910
Water Main Related*			97,730.45
Total			124,640.45
City of Muskegon Water Main Cost Share	50%		(48,865.23)
TOTAL PROJECT BUDGET			\$75,775.22

The addresses listed below are eligible for a state funded connection to public water

1931 Madison Street, Muskegon, MI 49442
 1939 Madison Street, Muskegon, MI 49442
 1951 Madison Street, Muskegon, MI 49442
 1973 Madison Street, Muskegon, MI 49442

Date: **October 10, 2017**
To: **Honorable Mayor and City Commissioners**
From: **City Clerk**
RE: **Community Relations Committee Recommendations**

SUMMARY OF REQUEST: To concur with recommendations from the Community Relations Committee regarding resignations and appointments for the Zoning Board of Appeals and the Board of Review.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To accept the recommendations made by the Community Relations Committee at their meeting on October 9, 2017.

COMMITTEE RECOMMENDATION: To accept the resignation of Tammy Halterman from the Zoning Board of Appeals and to appoint Tom Frens to the Zoning Board of Appeals. Also, to accept the resignation of Tracie Webb from the Board of Review and to appoint Mary Jamieson to the Board of Review.

Date: October 4, 2017
To: Honorable Mayor and City Commissioners
From: Willie German, Jr., Ward II Commissioner
RE: Proclamation Opposing Racism

SUMMARY OF REQUEST: To adopt a proclamation proposed by Commissioner German to affirm the City Commission's position of opposing racism.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adopt the proclamation.

PROCLAMATION
City of Muskegon Opposes Racism in our City

WHEREAS, recent events have divided our society with racism, hurtful speech and/or action and are contrary to the values of our community; and

WHEREAS, diversity is celebrated, respected and valued by our residents and is evident in the thriving and colorful ethnic and cultural neighborhoods throughout our city; and

WHEREAS, appreciation for diversity and inclusion among our residents creates a climate of understanding, which places the people of our city in the forefront of efforts to ensure that everyone has the right to live in conditions of peace, dignity, and harmony; and

WHEREAS, racism destroys the very fabric of opportunity, fairness, democracy and unity necessary for strong and healthy communities;

NOW THEREFORE BE IT RESOLVED I Willie German, Jr., City of Muskegon Commissioner, Mayor Stephen Gawron, and the City of Muskegon Commission vows to take a leadership role in the fight for the elimination of all forms of discrimination and disadvantage to ensure that everyone has a right to live in a community that promotes the principle of equal civil rights, and equality for all, unequivocally oppose any manifestation of hatred, prejudice, inequality and social injustice, towards any group or individual, and have every citizen to live with dignity, appreciation, and peace.

Witnessed this 10th day of October 2017.

Stephen J. Gawron
Mayor

Byron Turnquist
City Commissioner

Eric Hood
Vice Mayor

Kenneth Johnson
City Commissioner

Willie German, Jr.
City Commissioner

Debra Warren
City Commissioner

Daniel Rinsema-Sybenga
City Commissioner