

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 28, 2014

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. MUFD Equipment Request (Hurst eDraulic SP 300 E Spreader). PUBLIC SAFETY
 - C. Permanent Traffic Control Order – Install “30-Minute Parking” Signage on First Street between Western Avenue and Morris Street. PUBLIC WORKS
 - D. Rezoning Request for the Property Located at 816 Marquette Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - E. Request for Final Planned Unit Development Approval for 1885 and 1201 3rd Street. PLANNING & ECONOMIC DEVELOPMENT
 - F. Mutual Aid Agreement – Muskegon Area Fire Services (Updated). PUBLIC SAFETY
- ❑ PUBLIC HEARINGS:
- ❑ 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:**

❑ **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 CUMMINGS, 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: January 28, 2014
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the January 2nd Organizational Meeting, January 13th Commission Worksession Meeting, and the January 14th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

ORGANIZATIONAL MEETING

JANUARY 2, 2014

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The City of Muskegon Organizational Meeting was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Thursday, January 2, 2014.

Mayor Gawron opened the meeting with a prayer Oneata Bailey after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Commissioners Eric Hood, Willie German, Dan Rinsema-Sybenga, Byron Turnquist, and Ken Johnson, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

Absent: Commissioner Lawrence Spataro (excused).

2014-01

A. **Oath of Office Ceremony.** Honorable Maria Ladas Hoopes, Chief Judge, 60th District Court, gave the oath of office to Mayor Stephen J. Gawron, Commissioner Ken Johnson, and Commissioner Dan Rinsema-Sybenga.

B. **Election of Vice-Mayor.**

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson to appoint Larry Spataro as Vice Mayor.

ROLL VOTE: Ayes: Rinsema-Sybenga, Johnson, and Gawron

Nays: Hood, German, and Turnquist

MOTION FAILS

Motion by Commissioner German, second by Commissioner Hood to Table to January 14, 2014, Commission Meeting.

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

MOTION PASSES

C. **Setting Commission Meetings:** 5:30 p.m. – 2nd and 4th Tuesdays each month.

Motion by Commissioner Turnquist, second by Commissioner Johnson to set the City Commission Meetings for 5:30 p.m. the 2nd and 4th Tuesdays of each month.

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

MOTION PASSES

- D. Setting Worksession Meetings: 5:30 p.m. – Mondays preceding the 2nd Tuesday each month.

Motion by Commissioner Johnson, second by Commissioner Hood to set the Worksession Meetings for 5:30 p.m. the Mondays preceding the 2nd Tuesday of each month.

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

MOTION PASSES

- E. Appointment of City Manager: Franklin J. Peterson.

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga to appoint Franklin J. Peterson as City Manager.

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

MOTION PASSES

- F. Appointment of City Clerk: Ann Marie Cummings.

Motion by Commissioner German, second by Commissioner Johnson to appoint Ann Marie Cummings as City Clerk.

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

MOTION PASSES

- G. Appointment of City Treasurer: Derrick Smith.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga to appoint Derrick Smith as City Treasurer.

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

MOTION PASSES

- H. Appointment of City Auditor: Derrick Smith.

Motion by Commissioner Hood, second by Commissioner German to appoint Derrick Smith as City Auditor.

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

MOTION PASSES

I. Appointment of City Assessor and Deputy Assessor:

County Equalization Director Donna VanderVries
Deputy Director Dan VanderKooi

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga to appoint Donna VanderVries and Dan VanderKooi as City Assessor and Deputy Assessor.

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

MOTION PASSES

J. Designation of City Fund Depositories:

Fifth Third Bank (Main Depository)
Huntington Bank
Comerica Bank
PNC Bank
Flagstar Bank (CDARS)

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Hood to designate the City Fund Depositories: Fifth Third Bank (Main Depository), Huntington Bank, Comerica Bank, PNC Bank, and Flagstar Bank (CDARS).

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

MOTION PASSES

K. Designation of Firm to Act as Legal Counsel: Parmenter-O'Toole.

Motion by Commissioner German, second by Commissioner Hood to designate Parmenter-O'Toole to act as legal counsel.

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

MOTION PASSES

Meeting Adjourned at 5:58 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

City of Muskegon
City Commission Worksession
January 13, 2014
City Commission Chambers
5:30 PM

MINUTES

2014-2

Present: Commissioners Gawron, Johnson, German, Hood, Turnquist, Rinsema-Sybenga, and Spataro.

Absent: None.

Appointment of Vice Mayor.

Discussion took place about the appointment of a Vice Mayor for 2014.

This item will be considered at the January 14, 2014 City Commission Meeting.

Towing Contract.

Proposals have been accepted for the towing contract. This contract will go into effect in January 2014.

Staff recommendation is to award a three year towing bid contract to Ramos Towing.

Chief Lewis spoke to the Commission and indicated that Ramos has had the contract for the past three years and has done an excellent job for the City.

This item will be considered at the January 14, 2014 City Commission meeting.

Quit Claim City Property to County of Muskegon

This is a request to authorize the Mayor and Clerk to sign the quit claim deed to the County of Muskegon for \$1. The city lot is currently being used as parking by County employees and will continue to be used as parking.

This item will be considered at the January 14, 2014 City Commission Meeting.

Public comment was received.

Adjournment.

Motion by Commissioner Hood, seconded by Commissioner Johnson to adjourn at 6:21 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 14, 2014

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, January 14, 2014.

Mayor Gawron opened the meeting with prayer from Pastor Penny Johnson from Oak-Crest Church of God after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Commissioners Byron Turnquist, Ken Johnson, Eric Hood, Lawrence Spataro, Willie German, and Dan Rinsema-Sybenga, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

2014-03 INTRODUCTIONS/PRESENTATION:

A. Sister Cities. Pat Donahue and students that participated in the recent October Sister Cities exchange gave an update to the Commission.

2014-04 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the December 9th Commission Worksession Meeting, and the December 10th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Deficit Elimination Plan for Neighborhood Stabilization Fund. FINANCE

SUMMARY OF REQUEST: At June 30, 2013, the City of Muskegon Neighborhood Stabilization Fund had a deficit balance of \$38,767. Act 275 of the Public Acts of 1980 requires that the City file a Deficit Elimination Plan with the Michigan Department of Treasury. Staff is requesting adoption of the Neighborhood Stabilization Elimination Plan and Resolution.

FINANCIAL IMPACT: As presented by the Deficit Elimination Plan, the

Neighborhood Stabilization Fund will no longer have a deficit by June 30, 2014.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the Deficit Elimination Plan Resolution.

C. SAFEbuilt "Addendum to Professional Services Agreements".
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon has contracted with SAFEbuilt to provide building and property inspection services. Currently, there are two separate agreements with different termination dates. In order to remain consistent, there are three changes recommended to the agreements. The first is to permit SAFEbuilt the use of City telephone and internet services, for a monthly/annual fee. The second is to use the same termination dates for both the Building and Rental/Environmental Code Compliance Agreements. The third is to allow SAFEbuilt to use the City's BS&A software, as well as the Alpha software.

FINANCIAL IMPACT: The City will be providing services for use of the telephone and internet and will receive a monthly fee of \$150 plus an annual SIP handset fee of \$85 per telephone from SAFEbuilt.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Addendum and authorize the Mayor's signature.

E. Liquor License Request - Racquets, 446 W. Western Avenue,
Commission Approval for Use of City Owned Property. PUBLIC SAFETY

SUMMARY OF REQUEST: The Muskegon Police Department has received an Application for Temporary Authorization from Downtown Pinnacle Properties (dba Racquets Downtown Grill) for a charity volleyball event scheduled for January 30, 2014 to February 1, 2014. The liquor license request is to include the volleyball court area which will be located on Western Avenue between 3rd and 4th Street.

The State of Michigan Liquor Control Commission is asking for local Commission approval, for use of the City street, before the license is issued. This is a repeat event, and the Muskegon Police Department finds no reason to deny this request.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

F. Quit Claim City Property to County of Muskegon. CITY MANAGER

SUMMARY OF REQUEST: To authorize the Mayor and Clerk to sign the quit claim

deed to the County of Muskegon for \$1. The City lot is currently being used as parking by County employees and will continue to be used as parking.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To authorize the Mayor and Clerk to sign the quit claim deed.

G. Title VI – Non-Discrimination Plan & Limited English Proficiency Plan.

AFFIRMATIVE ACTION

SUMMARY OF REQUEST: A Title VI Plan was developed to adhere to non-discrimination requirements that shall be met prior to the receipt of, or upon entering into a contract with the Michigan Department of Transportation (MDOT) for Federal Highway Administration (FHWA) funds.

The City of Muskegon currently does not have a Title VI Non-Discrimination Plan or Limited English Proficiency Plan on file with the Michigan Department of Transportation. Compliance with Federal and State Civil Rights Regulations is mandatory and it is our responsibility to ensure that as a recipient or sub-recipient of Federal Highway Administration dollars, we have a Title VI Plan and a Limited English Proficiency Plan on file with the Michigan Department of Transportation prior to the receipt of federal funds.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the City of Muskegon Title VI – Non-Discrimination Plan, and Limited English Proficiency Plan, and authorize the Mayor and Staff to sign, and place on file with the Michigan Department of Transportation.

H. Approval of Realtor Procurement Bid for CNS. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve Greenridge Realty as our Realtor and listing agent for the City of Muskegon's CNS properties for 2014. The procurement bidding process conducted in November, 2013, resulted in an unacceptable bid offer.

FINANCIAL IMPACT: Any financial impact would be realized at the sale closing; the realtor would receive 6% of the sale price; 1% discount if Greenridge is the buyer's agent.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve Greenridge Realty as the Realtor for the Community & Neighborhood Services office for the 2014 year.

I. Vacation of Nims Street between Brunswick Street and Vulcan Street.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Newkirk Electric at 1875 Roberts Street is requesting to vacate the portion of Nims Street between Brunswick Street and Vulcan Street so they may combine their main facility with their other property at 1975 Vulcan Street.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends vacation of the street, with the condition that all utility easement rights be retained.

COMMITTEE RECOMMENDATION: The Planning Commission recommended vacation of the street at their December meeting, with the condition that all utility easement rights be retained.

J. Vacation of Vulcan Street South of Nims Street and North of Keating Avenue.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Newkirk Electric at 1875 Roberts Street is requesting to vacate the portion of Vulcan Street south of Nims Street and north of Keating Avenue.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends vacation of the street, with the condition that all utility easement rights be retained.

COMMITTEE RECOMMENDATION: The Planning Commission recommended vacation of the street at their December meeting, with the condition that all utility easement rights be retained.

Motion by Commissioner Hood, second by Commissioner Johnson to accept the Consent Agenda as presented minus Item D.

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

Nays: None

MOTION PASSES

2014-05 ITEM REMOVED FROM THE CONSENT AGENDA:

D. SAFEbuilt Inspectors – Authorization to Issue Citations. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon has contracted with SAFEbuilt to provide building and property inspection services. This responsibility includes

the necessity of issuing citations. Since State law specifies that only "local authorized officials" may issue civil citations on behalf of the municipality it is necessary to appoint the SAFEbuilt inspectors as "local authorized agents with the power to issue municipal citations and municipal ordinance violation notices".

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution authorizing SAFEbuilt inspectors to act as "local authorized agents".

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga to approve the resolution authorizing SAFEbuilt inspectors to act as "local authorized agents".

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

Nays: None

MOTION PASSES

2014-06 UNFINISHED BUSINESS:

A. Appointment of Vice Mayor.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga to appoint Larry Spataro as Vice Mayor for the next two-year term.

ROLL VOTE: Ayes: Spataro, Turnquist, Johnson, and Gawron

Nays: German, Rinsema-Sybenga, and Hood

MOTION PASSES

2014-07 NEW BUSINESS:

A. Towing Contract. PUBLIC SAFETY

SUMMARY OF REQUEST: Proposals have been accepted for the towing contract with the City. This contract will go into effect on January of 2014. Proposals were submitted by the following companies:

1. Ramos Towing, 2444 S. Getty, Muskegon 49444
2. ASAP Towing, 2486 S. Getty, Muskegon 49444
3. Central Towing, 710 Alberta Ave., Muskegon 49441
4. Reliable Towing, 1288 Ninth St., Muskegon 49440

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Director of Public Safety recommends the

Commission consider selecting Ramos Towing Services for a three year towing contract to provide needed towing services listed in the contract.

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga to award the towing contract to Ramos Towing Services for a three year towing contract to provide needed towing services listed in the contract.

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

Nays: None

MOTION PASSES

B. Muskegon Lakefront LLC Agreement. CITY MANAGER

SUMMARY OF REQUEST: To approve the agreements as submitted.

FINANCIAL IMPACT: \$50,000 in payments from Muskegon Lakefront LLC.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the agreements as submitted.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner German to approve the agreements as submitted for Muskegon Lakefront LLC.

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

Nays: None

MOTION PASSES

C. Community Relations Committee Recommendations for the Various Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To concur with recommendations from the Community Relations Committee regarding appointments and resignations.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the recommendations of the Community Relations Committee from their January 13, 2014, meeting.

Motion by Commissioner Turnquist, second by Commissioner Hood to approve the recommendations of the Community Relations Committee from their January 13, 2014, meeting.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Vice Mayor Spataro represented the City at the groundbreaking of the new Muskegon County Jail.

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:41 pm.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Date: January 18th, 2014
To: Honorable Mayor & City Commissioners
From: Director of Public Safety Jeffrey Lewis
RE: MUFD Equipment Request (Hurst eDraulic SP 300 E Spreader)

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of \$11,200.00; for (1) Hurst eDraulic SP 300 E Spreader Package (includes spreader, two batteries & charger). This purchase request is to replace the aging/non-serviceable fire equipment which is mobile and battery operated. Our current Hurst tool (spreader) is over sixteen years old; it recently failed causing a minor injury to a fire fighter.

This purchase bid out was to secure the best pricing; other vendors offering comparable equipment quoted;

(1) Hurst Jaws of Life	\$ 11,800.00
(2) Apollo	<u>\$ 11,200.00</u>
(3) N/A	\$ N/A

The above tool (Apollo -- Hurst Spreader) purchase is desired by MUFD.

FINANCIAL IMPACT:

N/A – Budgeted

BUDGET ACTION REQUIRED:

Equipment was budgeted in the 2013/14 budget cycle to support the equipment replacement (101 – Capital Outlays Fund - \$ 56,400.00)

STAFF RECOMMENDATION:

Staff recommends approval of this equipment purchase to enhance services

Date: January 28, 2014

To: Honorable Mayor and City Commissioners

From: DPW

RE: Permanent Traffic Control Order – Install “30-minute parking” signage on First Street between Western Avenue and Morris Street.

SUMMARY OF REQUEST:

Authorize staff to install “30 minute parking” signs on the Northeast and Southwest sides of First Street between Western Avenue and Morris Street.

FINANCIAL IMPACT:

Cost of signs and man-power to install, if approved.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize DPW staff to install “30-minute parking” signs on the Northeast and Southwest sides of First Street between Western Avenue and Morris Street.

COMMITTEE RECOMMENDATION:

City of Muskegon
Traffic Control Order
No. 13-(2014)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Install 30-minute parking limit signage on the Northeast and Southwest sides of First Street between Western Avenue and Morris Street.*

Location: *First Street between Western Avenue and Morris Street.*

Recommendation:

Mohammed M. Khatib Date: 1 / 22 / 2014
Director of Public Works

[Signature] Date: 1 / 22 / 2014
Police Chief

[Signature] Date: 1 / 22 / 14
City Manager

Commission Approval (required for Permanent TCO only):

_____ Date: / /
Commission Action #

Installation/removal

Date assigned: / / By: _____
Traffic Supervisor

Date completed: / / By: _____
Traffic Department Employee

Temporary; does not require Commission Action, good for 90-days from Installation/Removal Date.

Permanent; requires Commission Action

Commission Meeting Date: January 28, 2014

Date: January 23, 2014
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Rezoning request for the property located at 816 Marquette Ave.

SUMMARY OF REQUEST:

Staff initiated request to rezone the city-owned property at 816 Marquette Ave from R-1, Single Family Residential to RM-1, Low Density Multiple Family Residential. The rezoning would allow for a potential project involving multiple family housing.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their January 16 meeting.

Planning Commission Excerpt:

STAFF OBSERVATIONS

1. The parcel measures 6.14 acres and is a U shaped lot
2. The parcel was previously zoned RM-1, Low Density Multiple Family Residential District. The 1986 zoning map shows that it was zoned RM-1 at that time and it was rezoned to R-1, Single Family Residential at a later date .
3. The parcels to the south are zoned B-1, Limited Business and RM-1, Low Density Multiple Family Residential (Townhomes). The parcels to the east are zoned RM-1, Low Density Multiple Family Residential (Baker College Townhomes). The parcel to the north is zoned OSC, Open Space Conservation. The parcels to the west are zoned R-1, Single Family Residential.
4. The developer of the townhomes at 860 Marquette Ave would like to purchase 816 Marquette Ave and expand his project with more townhome units. The parcel must be rezoned to allow for townhomes.
5. A portion of the northern edge of the lot is on a steep hill and is considered unbuildable, which would make it difficult to put in a new road to allow for single family residences.
6. A notice was sent to property owners and tenants within 300 feet of this property and at the time of this writing staff had not received any comments.

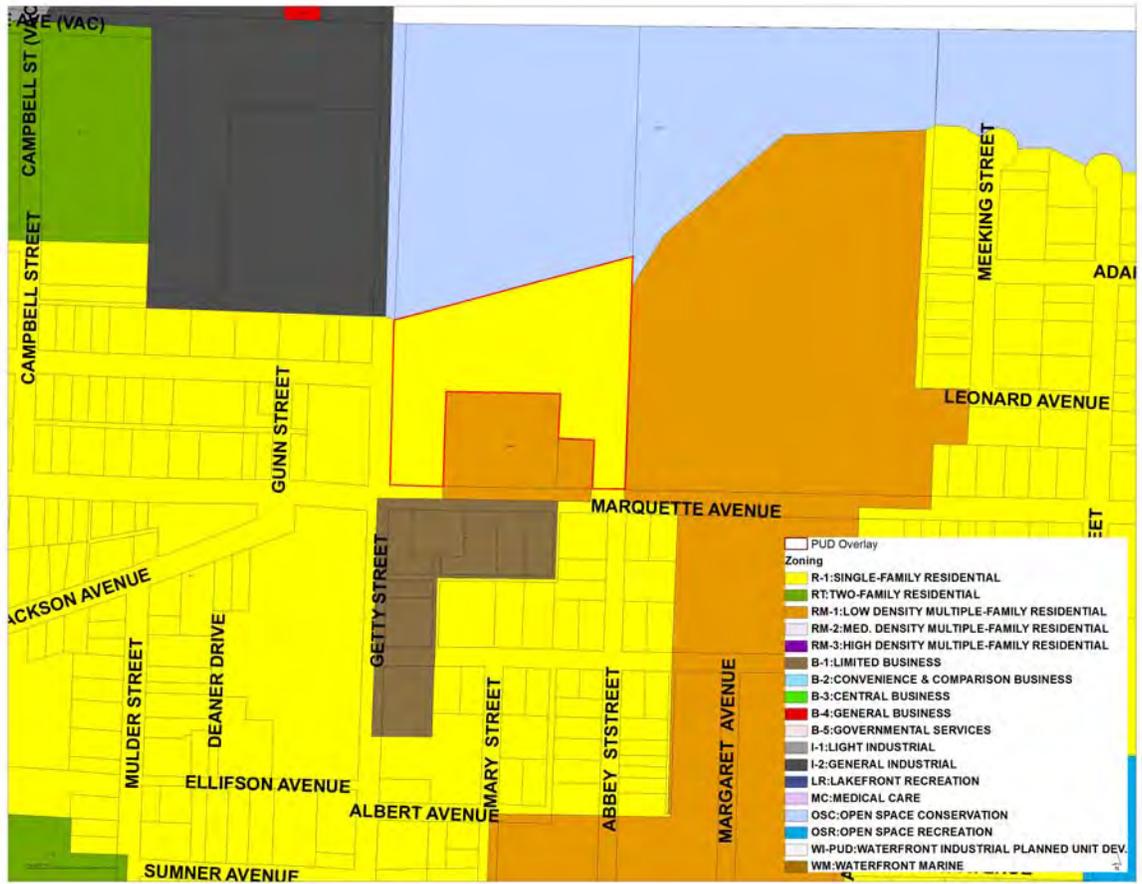
Looking north from the current townhomes.



Looking east the corner of Leonard/Getty



Zoning Map



Aerial Map



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 816 Marquette Ave from R-1, Single Family Residential District to RM-1. Low Density Multiple Family Residential District.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for the following described property from R-1, Single Family Residential to RM-1, Multiple Family Residential.

CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 655 & 658 & S 60' OF LOT 659 (AS MEASURED AT RT ANGLES TO S LINE LOT 659)

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Cummings, MMC
City Clerk

CERTIFICATE (Rezoning of 816 Marquette from R-1 to RM-1)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of January, 2014, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2008, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2014.

Ann Cummings, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on January 28, 2014, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for the property from R-1, Single Family Residential to RM-1, Low Density Multiple Family Residential.

CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 655 & 658 & S 60' OF
LOT 659 (AS MEASURED AT RT ANGLES TO S LINE LOT 659)

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2014

CITY OF MUSKEGON

By _____
Ann Cummings, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Commission Meeting Date: January 28, 2014

Date: January 23, 2014
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request for Final Planned Unit Development approval for
1185 and 1201 3rd St.

SUMMARY OF REQUEST:

Request for Final Planned Unit Development (PUD) approval at 1185 and 1201 3rd St. This PUD will be a part of the PUD across the street at 1144 3rd St. This project will include moving the auto sales and repair shop currently at 1144 3rd St across the street to 1185 and 1201 3rd St to make room for a potential new project.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends final approval of the PUD provided that the conditions listed in the attached resolution are met.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the PUD the their January 16 meeting

CITY OF MUSKEGON

RESOLUTION #2014-

RESOLUTION FOR FINAL PLANNED UNIT DEVELOPMENT APPROVAL FOR 1185 & 1201 3RD ST.

WHEREAS, a petition for a planned unit development was received to extend the PUD at 1144 3rd St to include the properties at 1185 and 1201 3rd St.; and,

WHEREAS, a planned unit development will allow a mixed use development; and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended approval of the Preliminary and Final Planned Unit Development and associated site plan, with conditions as follows:

1. Each phase of the PUD come back to the Planning Commission for approval of the site plan and PUD amendment.
2. Fencing and poles must be at least one foot away from water service shutoffs and all trees and shrubs must be at least 10 feet away from water service shutoffs.
3. The entrance into the parking lot of 1201 3rd St off of 3rd street be closed.

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the City Planning Commission be accepted and the preliminary and final planned unit development is hereby approved.

Adopted this 28th day of January, 2014

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Marie Cummings
Clerk, City of Muskegon

CERTIFICATE (Final PUD 1185 and 1201 3rd St.)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of January, 2014, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2014.

Ann Marie Cummings
Clerk, City of Muskegon

STAFF OBSERVATIONS

1. The EMC Group currently owns the property at 1144 3rd St which is already a Planned Unit Development (PUD). This parcel contains multiple buildings and the PUD allows for multiple uses; such as retail, auto sales and auto repair. They are currently working with a buyer for this parcel and all of the buildings. The EMC Group would like to continue to sell cars in the area and would like to move the car sales operation across the street to 1185 (building on site) & 1201 3rd St (vacant parking lot to the south).
2. The parcels at 1185 & 1201 3rd St are zoned B-2, Convenience and Comparison Business District and auto sales are not allowed in this district. However, the current auto sales lot at 1144 3rd St is also has an underlying zoning district of B-2 and is allowed to have auto sales because it is allowed as part of the PUD.
3. The EMC Group would like to extend the PUD across the street to 1185 & 1201 3rd St and allow for auto sales and auto repair as part of the PUD. The current PUD at 1144 3rd St will stay the same until the new owner comes to Planning Commission to amend the PUD once the plans are confirmed. It is possible to extend the PUD across the street because the parcels are considered adjacent to each other. The parcels at 1144, 1185 and 1201 would all be considered a part of the same PUD. It is common to have multiple property owners involved in the same PUD.
4. The building at 1185 3rd St has historically been used as a car sales and repair shop; however, it has lost its legal non-conforming status because that use has not occurred in more than two consecutive years.
5. The Fire, Police and Engineering Departments do not have any concerns over this project.
6. The DPW has asked that the fencing and poles at least one foot away from water service shutoffs and to keep trees and shrubs at least 10 feet away from water service shutoffs.
7. The Planning Department is requesting that the entrance into the parking lot of 1201 3rd St off of 3rd street be closed. A requirement for all auto sales lots is that there is not an entrance to the car lot within 60 feet of an intersection.
8. A notification letter was sent to all property owners and tenants within 300 feet of the project area and staff had not received any comments at the time of this writing.

Current auto sales lot at 1144 3rd St



Proposed auto sales building across the street at 1185 3rd St

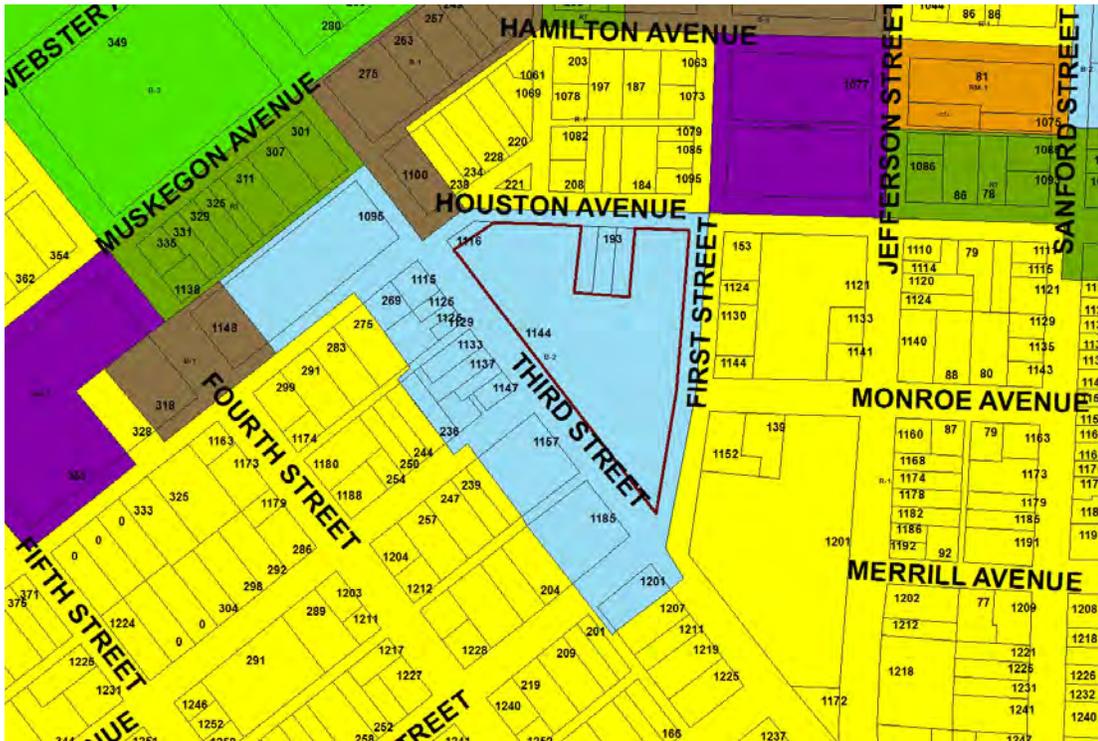


Proposed auto sales lot at 1201 3rd St.

(Note the house to the back and also another to the left which isn't shown. A six foot wooden privacy fence will be installed to screen from residential uses)



Zoning Map (current PUD outlined in red. New PUD parcels located to the west)



Aerial Map



Date: January 21, 2013
To: Honorable Mayor and City Commissioners
From: Director of Public Safety Jeffrey Lewis
RE: Mutual Aid Agreement - Muskegon Area Fire Services (Updated)

SUMMARY OF REQUEST:

The Director of Public Safety requests that the City Commission review and consider approving the revised “***Muskegon Area Fire Services Mutual Aid Agreement***”. The agreement was updated to provide a spirit of cooperation and a workable collaborative to share fire services within the County of Muskegon to better serve the citizens by offering fire staff & equipment through a written agreement. Fire emergency situations at times can quickly over burden, negatively impact or deplete a responding fire service. The mutual aid agreement would ensure a response from neighboring departments to assist a community in need.

See proposed Mutual Aid Agreement (Muskegon Area Fire Chiefs Association - MAFCA).

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of this revised mutual aid agreement.

Muskegon Area Fire Services Mutual Aid Agreement

Effective Date: _____

BETWEEN

PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS INTERLOCAL AGREEMENT

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into inter-local agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid, within their service area, in fire prevention, fire investigation, fire suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue, water rescue, incident support services and/or other support for an Emergency, Disaster, other Serious Threat to Public Health and Safety or other non-emergency instances as deemed necessary by the fire chief or designee, including the loaning of equipment/apparatus; and,

WHEREAS, the Parties have determined the Joint Mutual Assistance Agreement established in 1969 and periodically amended, along with the Automatic Aid Agreement established in 1996 are in need of replacement; and this agreement will wholly replace both documents; and,

WHEREAS, the Parties have determined that it is in their best interests to utilize the Muskegon Area Fire Chiefs Association to provide for communications, procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through Muskegon Central Dispatch by utilizing Response

Plans within the Computer Aided Dispatch system is the most desirable method for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- "Agreement" means Muskegon Area Fire Services Mutual Aid Agreement.
- "Muskegon Area Fire Chiefs Association" ("MAFCA") means the registered non-profit association representing the Muskegon Area Fire Chiefs which has its own established by-laws and elected executive board. The MAFCA consists of a representative from each fire department within Muskegon County, the City of Ferrysburg located in Ottawa County, Muskegon County Medical Control, Muskegon Central Dispatch, Professional Med Team Ambulance, Inc., White Lake Ambulance Authority and additional organizations as approved by the membership in accordance with the by-laws of the association.
- "Director of Emergency Services" means the individual designated by the party to manage the day to day operations of the emergency services covered by this agreement, such as the fire chief.

- “Mutual Aid” means Providing resources between the parties of this agreement. This can be in the form of predetermined automatic response on the initial alarm, response to a request from the on scene Incident Commander and non-emergency/support services and resources arranged by the fire chiefs or designees of the parties.
- “Service Area” means additional area outside the parties corporate boundaries in which the party has a signed agreement to provide fire protection services to another community.
- “Response Plans” means prearranged plans whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MAFCA Members.
- Incident Commander/s is the person who has been designated as the person in charge of the specific incident. In the event of a Unified Incident Command, more than one person will be in charge of the incident; decision will be made and agreed upon by the Unified Incident Command.
- “Incident Management Assistance Team” (“IMAT”) means a group of individuals designated to provide assistance to the incident commander, upon request from the incident commander.
- “Incident Support Services” means providing resources/personnel to assist with incident management by filling individual command staff

positions up to a complete IMAT, canteen rehab services, medical stand-by for personnel and other requests for support as determined by the incident commander.

- “Party” means a political subdivision which has entered into this Agreement as a signatory;
- “Requesting Party” means any Party requesting assistance under this agreement;
- “Assisting Party” means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- “Emergency” means an occurrence or condition in a Party’s jurisdiction which results in a situation that cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- “Disaster” means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- “Serious Threats to Public Health and Safety” means other threats or incidents such as those described as Disasters, of sufficient magnitude

that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations.
- “Effective Date” means the date after all parties have signed the agreement and is first filed with the MAFCA.

SECTION THREE

Muskegon Area Fire Chiefs Association

The MAFCA shall consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties.

SECTION FOUR

Rules and Procedures

Rules and procedures shall be established by the MAFCA as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the Muskegon Area Fire Services Mutual Aid Agreement.

It is recommended, all members of the Muskegon Area Fire Services Mutual Aid Agreement to be signatories of the Michigan Emergency Management Assistance Compact (MEMAC) or the Federal Emergency Assistance Compact.

SECTION FIVE

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their Fire Chief/Director of Emergency Services Department or his/her designee to take necessary and proper action to render mutual aid to the other Parties in accordance with the policies and procedures established and maintained by the MAFCA.
- B. Upon the Fire Chief/Director's receipt of a request from another Party for assistance, the Fire Chief/Director of the Emergency Services Organization shall have the right to commit the requested Services to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the service area of the Responding Party. The judgment of the Fire Chief/Director or his/her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SIX

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC) and/or MI-MABAS Agreement; the Parties shall adhere to all provisions of the EMAC or MI-MABAS agreements as applicable. Personnel rendering aid shall receive direction and assignment from the Incident Commander.

SECTION SEVEN

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION EIGHT

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the local municipality.

SECTION NINE

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION TEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION ELEVEN

Term

- A. The existence of this Agreement commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to all signed parties of this Agreement. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the at least two (2) Parties remain signed to this Agreement.

Parties withdrawing from this Agreement and subsequently requesting a mutual aid resource from a signed party of this Agreement may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the MAFCA.

- C. This Agreement shall continue until terminated by the first to occur of the following:
 - (i) The Agreement consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by all signed parties to this Agreement.

- D. This agreement shall supersede any previous mutual aid, automatic aid or joint response agreements between any of the parties, excluding Michigan Mutual Aid Box Alarm System Agreement, Michigan Emergency Management Assistance Compact or the Michigan Department of Natural Resources Forest Resource Division Cooperative Mutual Aid Fire Control Agreement.

SECTION TWELVE

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or

against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

- C. Effect on Other Agreements. Neither participation nor requests for assistance under this agreement shall preclude, supersede or negate the activation or the fulfillment of the terms of any other local, regional, state or federal mutual aid or reciprocal aid compacts and agreements.

- D. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.

- E. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- F. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- G. Recitals. The Recitals shall be considered an integral part of this Agreement.

- H. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.

- I. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

- J. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to

any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

- K. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- L. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.
- M. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- N. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or

first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Entity

Chief Executive Official

Date

Entity

Entity

Chief Executive Official

Chief Executive Official

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