WAYS AND MEANS
Louis McMurray Transit Center
2624 Sixth Street, Muskegon Heights, MI
February 19, 2019 - 3:30 PM

Robert Scolnik, Chair
Charles Nash, Vice-Chair

1. Call to Order
2. Roll Call
3. Approval of the Minutes of February 7, 2019
4. Public Comment (on an agenda item)
5. Items for Consideration

   WM19/02 – 17 (Administration) Approve Payment of the Accounts Payable of $3,125,150.21, Covering the Period of January 25, 2019 through February 7, 2019 for Checks as Presented by the County Clerk

   WM19/02 – 18 (Facilities Management) Approve Extension of Three Cleaning Contracts with Reliant Professional Cleaning Contractors by 90 Days and Authorize Board Chair and County Clerk to Sign

   WM19/02 – 19 (Facilities Management) Authorize Sale of Property Between Muskegon County and Blue Photon Real Estate Holdings, LLC, Contingent Upon Corporate Counsel Approval, for Parcels Located at 700 E. Porter Road and 740 E. Porter Road with the Proceeds from the Sale Deposited to the Airport Fund, and Authorize Board Chair to Sign

   WM19/02 – 20 (Veteran’s Affairs) Authorize Acceptance of the County Veterans Service Fund Grant Award and Authorize Board Chair to Sign

   WM19/02 – 21 (Veteran’s Affairs) Authorize Staff to Include Consumers Energy as a Partner with the DTE Test and Tune-Up Program Through December 31, 2019

PUBLIC COMMENT
Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the Commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant unless time is extended prior to the public comment period by a vote of a majority of the Commission.
6. New Business

7. Public Comment

8. Adjournment
Muskegon County
Ways & Means Committee
February 7, 2019
3:30 p.m.
Hall of Justice
990 Terrace
Muskegon, MI

Robert Scolnik, Chair

Charles Nash, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Scolnik at 3:30 p.m.

ROLL CALL

Present: Gary Foster, Susie Hughes, Zach Lahrin, Ken Mahoney, Charles Nash, Bob Scolnik, I. John Snider, II, Rillastine Wilkins

Excused: Maria Hovey-Wright

Also Present: Doug Hughes, Corporate Counsel; Mark Eisenbarth, County Administrator; Lisa Chalko, Administrative Coordinator

APPROVAL OF MINUTES

It was moved by Commissioner Foster, supported by Commissioner Wilkins, to approve the minutes of January 22, 2019, as written. Motion carried.

PUBLIC COMMENT (On an agenda item.)

None.

ITEMS FOR CONSIDERATION

WM19/02 - 11

It was moved by Commissioner Snider, supported by Commissioner Mahoney, to approve payment of the accounts payable of $27,764,380.35, covering the period of January 12, 2019 through January 24, 2019 for checks and December 1, 2018 through December 31, 2018 for P-Card and EFT payments, as presented by the County Clerk. [Abstain – Hughes/MOCA payment] Motion carried.
WM19/02 – 12  It was moved by Commissioner Nash, supported by Commissioner Hughes, to approve the continuation of the local surcharge rate of $0.42 and to provide proper notification of this to the State 9-1-1 Committee, contingent upon a successful surcharge campaign. Motion carried.

WM19/02 – 13  It was moved by Chairman Hughes, supported by Commissioner Mahoney, to approve the following ballot language and to submit to the County Clerk for placement on the May 2019 ballot:

**9-1-1 Muskegon Central Dispatch Surcharge**

"To provide dedicated capital funding for Muskegon Central Dispatch 9-1-1 for equipment directly related to the delivery of 9-1-1 services which includes; replacing outdated emergency radio equipment, including over 1700 mobiles and portables for all fire, police and local ambulances in Muskegon County, five new radio towers, computers, wireless data backup, and related 9-1-1 costs, shall Muskegon County be authorized to assess a monthly surcharge not to exceed $2.75, against landlines, wireless and VoIP services to users capable of accessing 9-1-1 services within Muskegon County for a period of thirteen (13) years, beginning July 1, 2019 and ending June 30, 2032?" [No-Lahring & Nash] Motion carried.

WM19/02 – 14  It was moved by Commissioner Snider, supported by Commissioner Mahoney, to approve a salary range adjustment, effective 3/29/19, for the Seasonal Marine Officer classification to TS-00200, $9.45/hr-$9.95/hr. Motion carried.

WM19/02 – 15  It was moved by Commissioner Snider, supported by Commissioner Mahoney, to authorize the adoption of the resolution allowing the County of Muskegon Treasurer to borrow up to twelve million dollars ($12,000,000) against the anticipated 2018 delinquent real property taxes. Motion carried.

WM19/02 – 16  It was moved by Commissioner Nash, supported by Commissioner Mahoney, to authorize the adoption of the resolution to waive the monthly interest charge of 1% and the administrative fee of 4% for the period March 1st to April 30th for 2018 delinquent taxes (first year of delinquency) for a senior citizen, paraplegic, hemiplegic, quadriplegic, eligible serviceman, eligible veteran, eligible widow, totally and permanently disabled person, or blind person in accordance with sections 211.59 and 211.51 of the General Property Tax Act 206 of 1893, as amended. [No – Lahring] Motion carried.
OLD BUSINESS

None.

NEW BUSINESS

Commissioner Lahring requested a Board Work Session to discuss prevailing wage. Mr. Eisenbarth, County Administrator, will gather information from the Finance and Public Works Departments as well as review of the Responsible Engineering and Construction Contracting Policy to be reviewed at the Board Work session.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business to come before the Ways & Means Committee, the meeting adjourned at 3:47 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Ways & Means

BUDGETED   NON-BUDGETED   PARTIALLY BUDGETED

REQUESTING DEPARTMENT
Administration

COMMITTEE:

DATE:
February 19, 2019

REQUESTOR SIGNATURE:
Beth Dick

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Expenditures for checks covering the period January 25, 2019 through February 7, 2019 totaled $3,125,150.21 and included the following large or unusual items:

1) Payments to Cherry Street Services Inc. for $247,547.56 for Healthwest substance use disorder services.
2) Payments to Consumers Energy for $223,672.61 for portions of December and January electricity usage.
3) Payments to Grand Rivers Construction for $188,346.34 for Wastewater fleet maintenance building project.
4) Payments to Mercy Health Partners for $92,579.76 for Healthwest inpatient care services.
5) Payment to Senior Resources of West Michigan for $207,801.04 for distribution of senior millage dollars.
6) Payment to State of Michigan for $128,972.58 for December District Court fee transmittal.
7) Payment to State of Michigan for $293,486.25 for December state transfer taxes.
8) Payment to Turning Leaf for $173,823.97 for Healthwest room and board, personal care and supervised apartment services.
9) Payment to United Healthcare Insurance Co. for $97,179.60 for Medicare advantage plan.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve payment of the accounts payable of $3,125,150.21, covering the period of January 25, 2019 through February 7, 2019 for checks as presented by the County Clerk.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee:

Date

AGENDA DATE: 2/19/19
AGENDA NO.: WM 19/02-17
BOARD DATE: 2/21/19
PAGE NO.

Revised 2/11/19
RECAP
FOR ACCOUNTS PAYABLE

Total Checks Issued 01/25/19 through 02/07/19 $ 3,125,150.21

TOTAL ACCOUNTS PAYABLE $ 3,125,150.21
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

| COMMITTEE                |  | BUDGETED |  | NON-BUDGETED |  | PARTIALLY BUDGETED |  |
|--------------------------|  |----------|  |--------------|  |-------------------|  |
| Ways & Means             |  |----------|  |--------------|  |-------------------|  |

REQUESTING DEPARTMENT
Facilities Management/Public Works

COMMITTEE DATE
February 19, 2019

REQUESTOR SIGNATURE
Matthew Farrar

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Facilities Management Department is in the process of issuing a Request for Proposals (RFP) for facility cleaning services. The current cleaning contracts with Reliant Professional Cleaning Contractors (Reliant) expire in March of 2019. Specifications are complete however the RFP process for cleaning services is exceptionally long due to the fact that all potential firms submitting a proposal must tour all County facilities being proposed under the RFP.

Staff is requesting, and Reliant agrees, to extend the current cleaning contracts for 90 days.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to extend the three cleaning contracts with Reliant by 90 days and authorize the Chair and Clerk to sign the amendments.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

AGENDA DATE: 2/19/19
AGENDA NO.: WM19/02/19
BOARD DATE: 2/20/19
PAGE NO.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Staff seeks approval of an Agreement for Sale of Property between Muskegon County and Blue Photon Real Estate Holdings LLC for parcels located at 700 E. Porter Rd (Parcel #61-27-649-000-0025-00) and 740 E. Porter Rd (Parcel #61-27-649-000-0026-00). The two parcels are located within the Airport Business Park in the City of Norton Shores. The expansion will include significant private capital investment as well as approximately 8-10 new jobs.

The size of the parcels are as follows:
- Lot 25 – 2.10 Acres
- Lot 26 – 2.47 Acres

Total Acres – 4.57 Acres

The total sale price for the parcels is $75,960.

The proceeds from this sale will be deposited in the Airport fund (5810).

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to authorize Sale of Property between Muskegon County and Blue Photon Real Estate Holdings LLC, contingent on corporate counsel approval, for parcels located at 700 E. Porter Rd and 740 E. Porter Rd, for a sale price of $75,960 with the proceeds from the sale being deposited in the Airport Fund, and for the Board Chair to sign appropriate documents.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:
Concur
B. Dick

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statistical Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 2/19/19  AGENDA NO.: 03-19  BOARD DATE: 2/26/19  PAGE NO.:

Revised 2/14/19
BUY AND SELL AGREEMENT
FOR VACANT LAND

OFFICE OF
Core Realty Partners
Muskegon, Michigan
Phone: 231.375.8033
Fax: _______________________________________

Email: bryanbench@corerealty.com

Offer Date: 2-5-19 _______________________________________
(time)

1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
☐ Subagent of the Seller  ☐ Agent of the Buyer  ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Other (specify): _______________________________________

2. Buyer's Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the City of
Norton Shores, Muskegon County, Michigan, commonly known as
700 E. Porter (Lot 25 and 740 E. Porter (Lot 26)

Permanent Parcel Number 27-649-000-0025-00 and -0026-00 and legally described as follows:
City of Norton Shores Muskegon County Airport Business Park No. 2 Lot 25 and Lot 26 (to be verified)

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:
None

3. Purchase Price. The purchase price for the Property is:
Seven-five thousand nine hundred sixty and 00/100 ________________________________
Dollars ($75,960 _______).


Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").
☐ Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.

☐ Land Contract. Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of $_________ and payment of the balance $_________ in ______________________ installments of $_________ or more, at Buyer's option, including interest at the rate of ________% per annum computed monthly, interest to start on date of closing, and first payment to become due ________ months after closing. The entire unpaid balance will become due and payable ________ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

☐ No Financing Contingency. Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.

☐ Financing Contingency. Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within sixty (60) calendar days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. Survey. Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):

☐ A new survey:
☐ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
☐ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or

☐ A recertified survey; or
☐ No new or recertified survey;

shall be obtained by Buyer at Buyer's expense; or provided by Seller to Buyer at Seller's expense, within sixty (60) calendar days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do...
so within the required time, then Buyer may order the required survey at Seller’s expense. If the new or recertified survey (or absent such the existing survey, if any) discloses any material and adverse encumbrance that is not acceptable to Buyer, then Buyer shall have the right to object and to terminate this Agreement under the terms and conditions set forth in the Title Insurance paragraph contained in this Agreement; otherwise Buyer’s right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other: None

6. Title Insurance. At Seller’s expense, Seller shall provide Buyer with a standard ALTA owner’s policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer’s intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) calendar days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) calendar days of receiving written notice (the “Title Commitment Cure Period”), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) calendar days after the expiration of the Title Commitment Cure Period, otherwise Buyer’s right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other: None

7. Inspections. By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following: ☑ No Inspections ☑ Soil Borings ☑ Zoning ☑ Site Plan Approval ☑ Utilities ☑ Permitting ☑ Other (specify): Wetland Determination/Assessment

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within sixty (60) calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property “as is” and “with all faults” (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other: None

8. Closing Adjustments. The following adjustments shall be made between the parties at the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

a. Prepaid rent and Additional Rent (as defined in the paragraph);
b. Interest on any existing indebtedness assumed by Buyer;
c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
d. Utility deposits;
e. Security deposits;
f. Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt, but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, charges for real estate taxes, insurance, common area maintenance expenses, or other charges of a similar nature (“Additional Rent”), and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller’s proportionate share of the Additional Rent. Other: None

9. Property Taxes. All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

☐ No Proration:
☐ Buyer ☐ Seller shall pay the taxes billed in July.
☐ Buyer ☐ Seller shall pay the taxes billed in December.

☑ Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller’s share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years’ tax bill.
10. **Special Assessments**, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are due and payable after the closing shall be paid by Buyer. Other: None

11. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) all legal division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before closing (date), of the proposed division to create the Premises. Other: None

12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.

b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.

c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.

d. Other: None

13. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.

b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.

c. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.

d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the Interim between the signing of this Agreement and the closing date.

e. If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).

f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the Index of Exhibits:

(1) All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.

(2) The rents set forth are being collected on a current basis and there are no arrearages;

(3) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.

g. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.

h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.

i. Other: None
14. Damage to Business. If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.

15. Closing. The closing shall be held on or before April 12, 2019 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of ten (10) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date.

16. Possession. Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other: None

17. Seller's Closing Obligations. At closing, Seller shall deliver the following to Buyer:
   a. The warranty deed, land contract or assignment of land contract required by this Agreement.
   b. A bill of sale for any Personal Property (described in Exhibit D).
   c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
   d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
   e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
   f. An accounting of operating expenses including, but not limited to, CAM, taxes, Insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
   g. Payment of the County and State real estate transfer tax.
   h. Any other documents required by this Agreement to be delivered by Seller.

18. Buyer's Closing Obligations. At closing, Buyer shall deliver to Seller the following:
   a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
   b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
   c. Any other documents required by this Agreement to be delivered by Buyer.

19. 1031 Tax Deferred Exchange. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.

20. Notices. Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgment, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).

21. Authority of the Parties. Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.

22. Additional Acts. Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.

23. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

24. Earnest Money. Buyer gives JLL/Core Broker, five (5) days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit $5,000 with Transnation Title Agency, Escrow Agent, [insert name of Broker, Title Company or other] with this offer or within 15 days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or if the title is not marketable, or if the purchase price is contingent upon conditions specified that cannot be met, this deposit shall be promptly returned. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest money, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.

700 and 740 E. Porter
Property Address
 ©Commercial Alliance of REALTORS®, 2017/016
Revision Date 6/2012
Buyer's initials Seller's initials
25. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CAR/WRM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.

26. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Broker(s) by a credit reporting agency.

27. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

28. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.

29. **Environmental.**

A. **Notice to buyers and sellers (environmental risks).** Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination, even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

B. **Environmental reports and assessments.**

1. **Within Ninety (90) calendar days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").**

2. **Buyer shall have a period of Sixty (60) calendar days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.

3. **Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of ten (10) calendar days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller within two (2) calendar days after Seller's deadline for executing or negotiating an amendment to this Agreement.**

4. **If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to Buyer's conveyance. The restoration obligation shall not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.**

C. **Nondisclosure.**

1. **If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BGA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BGA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.**

2. **If Buyer exercises its right to terminate this Agreement pursuant to subparagraph (c) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.**

D. **Other:**

None
30. Brokerage Fee. Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee of per contract with JLL. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is/are an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other: None

31. Other Provisions:

Buyer may assign this agreement to a related entity

32. Effective Date. For purposes of this Agreement, the phrase, “Effective Date of this Agreement” (“Effective Date”) shall be the date upon which this Agreement is fully executed.

33. Index of Exhibits. Seller to furnish within the calendar days from effective date as specified below:

<table>
<thead>
<tr>
<th>Not Applicable</th>
<th>Attached</th>
<th>Exhibit #</th>
<th>Subject</th>
<th>Exhibit to be furnished within 5 number of calendar days</th>
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<tr>
<td>☒</td>
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<td>A</td>
<td>Disclosure Regarding Real Estate Agency Relationships</td>
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<td>B</td>
<td>Income and Expense with respect to the operation of the Premises</td>
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<td>☒</td>
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<td>C</td>
<td>Written leases and any tenancies not arising out of written leases</td>
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<td>☒</td>
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<td>D</td>
<td>Service Contracts</td>
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<td>F</td>
<td>Addendum</td>
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<td>Any existing reports pertaining to the subject property</td>
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34. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.

Buyer: Danial Billings  
(print name of individual or entity)  
Signature: [Signature]  
Its: Blue Photon Real Estate Holdings LLC  
(if Buyer is an entity)  
Buyer’s Address: 1002 industrial Park Dr.  
Shelby, MI 49455  

Buyer: Blue Photon Tech. & Workholding Sys. LLC  
(print name of individual or entity)  
Signature: [Signature]  
Its: CEO  
(if Buyer is an entity)  
Bus. Phone: 855-777-2040  
Fax:  
Email: dan@bluephotongrip.com
35. SELLER’S ACCEPTANCE

The above offer is hereby accepted □ as written □ modified as follows:

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until ______________________ (time) ______________________ (date) to obtain Buyer’s written acceptance of Seller’s counter offer.

Seller: ______________________
   (print name of individual or entity)

Signature: ______________________

Its: ______________________
   (if Seller is an entity)

Seller’s Address: ______________________

36. BUYER’S RECEIPT OF ACCEPTANCE

Buyer acknowledges receipt of Seller’s acceptance of Buyer’s offer. If Seller’s acceptance of Buyer’s offer was subject to a counter offer, Buyer agrees to accept the terms of the counter offer: □ as written (with all other terms and conditions of Buyer’s offer remaining unchanged); or □ modified as follows:

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the Effective Date. If Buyer is accepting Seller’s counter offer subject to any modifications, Buyer gives Broker above named until ______________________ (time) ______________________ (date) to obtain Seller’s written acceptance of Buyer’s counter offer.

Buyer: ______________________
   (print name of individual or entity)

Signature: ______________________

Its: ______________________
   (if Buyer is an entity)

37. SELLER’S RECEIPT OF ACCEPTANCE

Seller acknowledges receipt of a copy of Buyer’s acceptance of Seller’s counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer’s counter offer as written. If Seller is accepting the terms of Buyer’s counter offer as written, then the date Seller signs below becomes the Effective Date.

Seller: ______________________
   (print name of individual or entity)

Signature: ______________________

Its: ______________________
   (if Seller is an entity)
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<tr>
<th>COMMITTEE</th>
<th>BUDGETED</th>
<th>NON-BUDGETED</th>
<th>PARTIALLY BUDGETED</th>
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<td>Ways &amp; Means</td>
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REQUESTING DEPARTMENT: Department of Veteran’s Affairs

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<th>COMMITTEE DATE</th>
<th>REQUESTOR SIGNATURE</th>
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<tr>
<td>February 19, 2019</td>
<td>Michael Baauw</td>
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SUMMARY OF REQUEST (PRIMARY DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES):

County Department of Veterans Affairs Staff is requesting approval from the Board of Commissioners to accept the State of Michigan 2019 County Veteran Service Fund Grant (Public Act 210 of 2018).

The Board of Commissioners authorized the Muskegon County Department of Veterans Affairs staff to apply for the grant on September 11, 2018 (Motion 2018-322).

The State of Michigan Department of Military and Veterans Affairs sent the award letter via e-mail on February 7, 2019. Our Department has been awarded a total of up to $95,232. Once both the County Chair and the State sign the grant agreement, the State will make a direct payment of $50,000 to the County and the remaining $45,232 will be paid on a reimbursement basis.

The grant will allow the Department of Veterans Affairs to do the following:
1. Provide emergency relief to Peacetime Era Veterans, which we cannot do with the millage funds;
2. Send both Department of Veterans Affairs staff members to National County Veteran Service Officer training;
3. Assist low income Veterans in Veterans Treatment Court with various court oversight costs;
4. Hire one (1) or two (2) personnel through a temp-agency to assist with administrative and customer service duties for the remainder of FY19.

There are zero $0 matching funds required for this grant. This grant will terminate on September 30, 2019.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES):

Move to authorize the Muskegon County Board of Commissioners to accept the County Veterans Service Fund grant award, and authorize the Chair to sign.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE):

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

AGENDA DATE: 2/19/19 AGENDA NO.: Wm19/02.20 BOARD DATE: 2/26/19 PAGE NO.
February 7, 2019

RE: County Veteran Service Fund Grant - 190000001349

Dear Ms. Susie Hughes,

The Michigan Veterans Affairs Agency has accepted the Muskegon County application for the 2019 County Veteran Service Fund Grant (CVSF). Your grant project titled, "Direct Assistance for Veterans" has been assigned the grant number listed above.

The grant award will be funded for up to $95,232 of approved costs during the grant period, effective the date the CVSF Grant Agreement is signed by both Muskegon County and the State of Michigan. The County will receive a direct payment of $50,000 and the remaining $45,232 will be paid on a reimbursement basis. The award will be carried out under the direction of Michael Bauuw as stated in the grant application.

All grant activities will be supervised by the Michigan Veterans Affairs Agency Grant Program Manager, Robert Price. For all communications related to the grant, please email Marie Douville at douville@michigan.gov and copy MVAAGrants@michigan.gov.

As a grantee, you must be registered to do business with the State of Michigan. Registration is available at the following website: www.michigan.gov/SIGMAVSS. Failure to register will delay payment.

To accept the grant award, please review and sign the County Veteran Service Fund Grant Agreement and return by email to MVAAGrants@michigan.gov (cc: douville@michigan.gov), as soon as possible. Failure to return the signed Grant Agreement may delay payment. Grant activities that take place prior to the DMVA signing the grant agreement will not be reimbursed.

Copies of the attached reporting templates and requirements will be sent under separate cover with instructions to the Project Director for use.

Regards,

Robert Price  
Director, Targeted Outreach
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<td>Staff is requesting approval to include Consumers Energy as a partner with the DTE Test and Tune-Up Program for the remainder of the 2019 Calendar Year. The DTE Test and Tune-Up Program provides testing and repair of natural gas furnaces and potential replacement of the furnaces at little to no cost to the eligible participants. The program is limited to households under 80% of Area Median Income. This would mean that a family of four with an income below $48,000 would be eligible for this program. If the furnace has to be replaced, DTE will authorize the replacement. DTE has not provided an end date for the program or a cap on how many people that we can serve. DTE has requested that we work with Consumers Energy in an effort for Consumers Energy to capture the electric energy savings that are a result of the work that we do for DTE. Consumers Energy will pay an administrative fee to the County for each qualifying furnace that we install in addition to weatherization, refrigerators, and LED light-bulbs. The County of Muskegon is currently administering the DTE Test and Tune Program through December 31, 2019. From February, 2012 through January, 2019, the County of Muskegon has provided over $10,019,987 in energy improvement savings to 5,820 households of Muskegon County. DTE management and SEEL, LLC, have requested that the County of Muskegon serve as an administrator for this program beginning January 1, 2018 through December 2019. The partnership with Consumers in addition to DTE will result in additional energy savings for qualifying Muskegon County residents, employment for our existing contractors, and administrative fees for the County.</td>
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<td>Move to authorize the staff to include Consumers Energy as a partner with the DTE Test and Tune-Up Program for the residents of Muskegon County through December 31, 2019, utilizing the following approved contractors: Assured Comfort, Bishop Heating &amp; Cooling, Bowen Heating &amp; Cooling, Carmichael Heating &amp; Cooling, G&amp;W Refrigeration, Jewett Heating and Cooling, Lascko, and Northside Heating.</td>
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<td>ADMINISTRATOR RECOMMENDATION:</td>
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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

AGENDA DATE: 2/19/19
AGENDA NO: 2/20/19
BOARD DATE: 2/20/19
PAGE NO: 19

Revised 2/15/19