MUSKEGON COUNTY BOARD OF COMMISSIONERS
Ways & Means Committee
AGENDA

July 11, 2019 – 3:30 PM
Hall of Justice
990 Terrace, Muskegon, MI

Robert Scolnik, Chair
Charles Nash, Vice-Chair

1) Call to Order

2) Roll Call

3) Approval of the Minutes of June 19, 2019

4) Public Comment (on an agenda item)

5) Items for Consideration

   (Administration) Approve Payment of the Accounts Payable of
   $15,341,289.26, Covering the Period of June 7, 2019 through June
   27, 2019 for Checks and May 1, 2019 through May 31, 2019 for P-
   Card and EFT Payments as Presented by the County Clerk

   WM19/07 – 84

   (Administration) Approve Award of Legal Counsel Services Contract
   with Foster Swift Collins and Smith PC

   WM19/07 – 85

   (Equalization) Approve Renewal of Assessment Administration
   Services to the City of Norton Shores

   WM19/07 – 86

   (Facilities Management/Public Works) Authorize Sale of 2006 Ford
   500 through Miedema Auctioneering, Inc.

   WM19/07 – 87

   (Facilities Management/Public Works) Approve Lease Agreement with
   Cherry Health and Authorize Board Chair and County Clerk to Sign

   WM19/07 – 88

   (Facilities Management/Public Works) Amend the Contract for Board
   and Care of Impounded Dogs and Animal Control with the Volunteers
   of Muskegon County Animal Control to a 10-Year Contract Pursuant
   to the Terms and Conditions of Muskegon County RFP 19-2318,
   Proposal Alternate 2

   WM19/07 – 89

   (Treasurer’s Office) Approve Treasurer’s Office Salary Adjustments
   and Labor Distribution Changes

   WM19/07 – 90

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.
Ways & Means Agenda
July 11, 2019
Page 2 of 2

6) Old Business
7) New Business
8) Public Comment
9) Adjournment

Board Work Session
July 11, 2019 – 2:30 PM
6th Floor Jury Assembly Room
Review of Board Rules
Public Invited to Attend

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours’ notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520
CALL TO ORDER

The meeting was called to order by Commissioner Scolnik at 4:03 p.m.

ROLL CALL

Present: Gary Foster, Marcia Hovey-Wright, Susie Hughes, Zach Lahring, Ken Mahoney, Charles Nash, Bob Scolnik, I. John Snider, II, Rillastine Wilkins

Also Present: 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 June 6, 2019, as written. Motion carried.

PUBLIC COMMENT (On an agenda item.)

None.

COMMUNICATION: Budget Report

The revenue and expenditure report through April, 2019 was presented for review.

ITEMS FOR CONSIDERATION

WM19/06 - 75 It was moved by Commissioner Foster, supported by Commissioner Mahoney, to approve payment of the accounts payable of $13,409,727.23, covering the period of May 24, 2019 through June 6, 2019 for checks as presented by the County Clerk. [No- Nash] Motion carried.
It was moved by Commissioner Nash, supported by Chairman Hughes to postpone motion #WM19/06 – 76:

To approve the repayment schedule of the City of Muskegon $1,000,000 promissory note as follows:

July 1, 2019 $400,000
July 1, 2020 $200,000
July 1, 2021 $100,000
July 1, 2022 - July 1, 2027 $50,000 per year

Motion to postpone carried.

It was moved by Commissioner Foster, supported by Commissioner Mahoney, to approve a 35 hour work week with 5 furlough hours per week for Karen Miller Accountant II position (X02001) for the period from June 24 – August 30, 2019. Motion carried.

It was moved by Commissioner Snider, supported by Commissioner Nash, to award the contract for custodial and cleaning services at the Convention & Visitors Bureau and the Muskegon County Airport to Professional Building Services LLC for a five year period pursuant to RFP 19-2326 and authorize the Chair and Clerk to execute the agreement. Motion carried.

It was moved by Chairman Hughes, supported by Commissioner Foster, to award the contract for custodial and cleaning services at the two MATS facilities, Louis A. McMurray Conference Center and the Herman Ivory Terminal to Professional Building Services LLC for a five year period pursuant to RFP 19-2325 and authorize the Chair and Clerk to execute the agreement. Motion carried.

It was moved by Chairman Hughes, supported by Commissioner Foster, to award the contract for custodial and cleaning services at the South Campus to Professional Building Services LLC for a five year period pursuant to RFP 19-2324 and authorize the Chair and Clerk to execute the agreement. Motion carried.

It was moved by Chairman Hughes, supported by Commissioner Foster, to award the contract for custodial and cleaning services at the HealthWest sites to Professional Building Services LLC for a five year period pursuant to RFP 19-2323 and authorize the Chair and Clerk to execute the agreement. Motion carried.
WM19/06 – 82  It was moved by Chairman Hughes, supported by Commissioner Foster, to award the contract for custodial and cleaning services at the Michael E. Kobza Hall of Justice and Heritage Landing to Professional Building Services LLC for a five year period pursuant to RFP 19-2322 and authorize the Chair and Clerk to execute the agreement. Motion carried.

WM19/06 – 83  It was moved by Chairman Hughes, supported by Commissioner Mahoney, to authorize the creation of the Land Bank Groundskeeper/Maintenance Technician position at the GU 00240 pay grade $17.01 to $24.54 per hour effective immediately and approve the Human Resource Department to begin the recruitment process. Motion carried.

OLD BUSINESS

Chairman Hughes asked Mr. Dan Hansen, Deputy County Treasurer, to explain the property foreclosure process. Mr. Hansen noted the procedure begins with a tax delinquent letter followed by a forfeiture notice and then the foreclosure process. He noted this takes place over the course of approximately two years.

NEW BUSINESS

None.

PUBLIC COMMENT

Ms. Brandy Carlson, HealthWest Chief Financial Officer, thanked the Board for the Board Work Session and the opportunity for her to answer their questions.

ADJOURNMENT

There being no further business to come before the Ways & Means Committee, the meeting adjourned at 4:34 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE WAYS & MEANS
REQUESTING DEPARTMENT Administration
COMMITTEE DATE July 11, 2019
REQUESTROR SIGNATURE Beth Dick

BUDGETED NON-BUDGETED PARTIALLY BUDGETED

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

Expenditures for checks covering the period June 7, 2019 through June 27, 2019, P-Card and EFT payments covering the period May 1, 2019 through May 31, 2019 totaled $15,341,289.26 and included the following large or unusual items:

1) Payment to Beacon Services for $160,531.50 for HealthWest residential services.
2) Payment to Cherry Street Services Inc. for $130,626.80 for HealthWest substance use disorder services.
3) Payment to Correct Care Solutions for $112,106.33 for July inmate medical services.
4) Payments to HGA Services for $250,001.52 for HealthWest adult foster care and autism program services.
5) Payment to Jackson-Merkey Contractors for $322,418.72 for the Wastewater RI bed upgrade/improvement project.
6) Payment to Mead Bros. Excavating for $252,461.30 for Kuis Drain project.
7) Payment to Melching, Inc. for $115,113.00 for demolition of 11 houses.
8) Payments to Mercy Health Partners for $136,540.54 for HealthWest substance use and inpatient care services.
9) Payments to MMRMA for $446,600.13 for 3rd installment on general liability and property insurance and pool reimbursement.
10) Payments to MOKA for $551,387.91 for HealthWest skill building, CLS and childrens’ waiver and specialized residential services.
11) Payments to Pioneer Resources for $274,400.21 for HealthWest autism, skill building, room and board and supported employment services.
12) Payment to Ravenna Public Schools for $125,970.37 for 2018 delinquent tax distributions.
13) Payment to Samaritas for $121,685.18 for HealthWest adult foster care services.
14) Payment to State of Michigan for $364,064.14 to replenish May Child Care Fund DHHS expenditures.
15) Payment to State of Michigan for $421,657.50 for May State Transfer Taxes.
16) Payment to State of Michigan for $132,131.08 for May District Court fee transmittal.
17) Payment to The Gibbs Firm for $264,624.53 for 2019 Tax Tribunal settlement on the Lakes Mall.
18) EFT to Road Commission for $1,423,919.49 for Act 51 distribution.
19) EFT to US Bank for $2,983,444.14 for various bond debt service payments.
20) EFT to Highpoint Bank for $475,811.84 for various drain note debt service payments.

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

Move to approve payment of the accounts payable of $15,341,289.26, covering the period of June 7, 2019 through June 27, 2019 for checks and May 1, 2019 through May 31, 2019 for P-Card and EFT payments, 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.

AGENDA DATE: 7/11/19  AGENDA NO.: WMM 19/07-84  BOARD DATE: 7/11/19  PAGE NO.

Revised 7/2/19
## Recap
### For Accounts Payable

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<td>Total P-Card Purchases</td>
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**Total Accounts Payable**

$15,341,289.26
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<tr>
<td>Administration</td>
<td>July 11, 2019</td>
<td>Mark Eisenbarth</td>
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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

A Request For Proposal for Legal Counsel Services was released and nine (9) responses were received. After a thorough review of all the responses, three (3) candidates were invited to give a presentation and interview with the committee.

The committee unanimously evaluated and scored Foster Swift Collins & Smith PC as the best choice to provide Legal Counsel Services to the County. Foster Swift Collins & Smith is able to provide a superior team of attorneys led by Michael Homier and can provide experts in the areas of Municipal Law, Environmental Law, Property Tax Law, Labor Law, Workers Compensation Law, Binding Arbitration Law, Benefits Law and FOIA Law.

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

Move to award a three (3) year Legal Counsel Services contract, with the option to renew for a three (3) year subsequent term based on mutual agreement between both parties, to Foster Swift Collins & Smith PC effective immediately.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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Revised 7/1/19
## MUSKEGON COUNTY PROPOSAL SUMMARY

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<td>Mika Meyers PLC</td>
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<td>Smith Haughey Rice &amp; Roegge</td>
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Department Recommendation: Foster Swift Collins & Smith, PC

Name of Buyer: Jamie Burmeister

Signature: [Signature]

Vendor Awarded: ________________________  Board Approval Date: ___________________________  Board Motion Number: ___________________________
### MUSKEGON COUNTY PROPOSAL SUMMARY

Commodity Number: 918, 91874, 961

Proposal: RFP 19-2344  
Product / Service: Legal Counsel

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<th>Vendor Name &amp; Address</th>
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<th>Second Round Scoring</th>
<th>Comments</th>
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</table>
| Warner Norcross & Judd  
703 Terrace Point Rd Ste 350  
Muskegon, MI 49443-0500 | Yes | Yes | 47.7% | N/A | |
| William Hughes, PLLC  
Foster Swift Collins & Smith, PC  
PO Box 599  
Muskegon, MI 49443-0599 | Yes | Yes | 41.3% | N/A | |

* Warner Norcross & Judd response was missing a total of five (5) forms with their submittal packet. The forms were: Non-Collusion & Minority Supplier, Addenda Acknowledgment, Certification Regarding Debarment, Non-Discrimination and W-9.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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REQUESTING DEPARTMENT  
Equalization

COMMITTEE DATE  
July 11, 2019

REQUESTOR SIGNATURE  
Donna VanderVries

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

The Equalization Department is requesting authorization to continue providing Assessment Administration Services to the City of Norton Shores. An agreement was recently approved by the City of Norton Shores that provides for a property assessment program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of electronic records for all real and personal property, subject to ad valorem taxation, specific taxes, in-lieu-of tax agreements, and exempt properties within the Corporate limits of the City pursuant to Public Act No. 160 of 1972. The fee structure is as follows:

- July 1, 2019 – June 30, 2020: $316,244
- July 1, 2020 – June 30, 2021: $319,388
- July 1, 2021 – June 30, 2022: $322,580
- July 1, 2022 – June 30, 2023: $325,808
- July 1, 2023 – June 30, 2024: $332,324

The current budgetary appropriation for the department contains the funding to support this activity, as well as the revenue; therefore, there is no need for any changes to the current year appropriation.

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

Move to approve renewal of Assessment Administration Services provided by the Equalization Department to the City of Norton Shores and authorize the Chair of the County Board of Commissioners to execute an agreement prepared by the Equalization Department to provide the services.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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Revised 6/21/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<tr>
<td>Facilities Management/Public Works</td>
<td>July 11, 2019</td>
<td>Matthew Farrar</td>
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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Facilities Management Department seeks permission to sell the 2006 Ford 500 VIN#1FAFP23126G182179 through Miedema Auctioneering, Inc.

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

Move to authorize the sale of the 2006 Ford 500 VIN#1FAFP23126G182179 through Miedema Auctioneering, Inc.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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AGENDA DATE: 7/11/19  AGENDA NO.: WM19/07-37  BOARD DATE: 7/10/19  PAGE NO. 12

Revised 6/25/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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REQUESTING DEPARTMENT
Facilities Management/Public Works

COMMITTEE DATE
July 11, 2019

REQUESTOR SIGNATURE
Matthew Farrar

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

The lease agreement with Cherry Health has expired. Staff and representatives from Cherry Health have negotiated an eight month extension for the Commission's consideration. This extension is proposed to commence on July 1, 2019 and expire on March 31, 2020. The changes from the previous agreement are as follows:

- Rent increase from $7.00 per square foot to $10.61 per square foot,
- Removed option for Cherry Health to extend lease for three years at $7.00 per square foot,
- Added a provision that gives Cherry Health the first option to purchase if the property is listed for sale.

All other terms and conditions remain unchanged. Cherry Health will occupy the Second Floor totaling 7,081.5 square feet of the County facility located at 1611 Oak Street where they will provide healthcare services.

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

Move to approve a lease agreement, expiring on March 31, 2020, between the County and Cherry Heath and authorize the Chair and Clerk to sign the lease agreement.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS: FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS: ADMINISTRATOR RECOMMENDATION:
Concur
M. Eisenbarth

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


Revised 7/1/19
LEASE AGREEMENT

This Lease Agreement ("Agreement") is made by and between the County of Muskegon, a municipal corporation and political subdivision of the State of Michigan, having its principal place of business at 990 Terrace Street, Muskegon, Michigan, 49442 ("County") and Cherry Street Services, Inc., a Michigan non-profit corporation, having its principal place of business at 100 Cherry Street, SE, Grand Rapids, Michigan, 49442 ("Cherry Health").

In consideration of the leasing by County to Cherry Health of a portion of the building located at 1611 Oak Avenue, Muskegon, Michigan, 49442, also known as the Oak Street Facility ("Building"), the parties agree as follows:

1. **Leased Premises.** County hereby leases to Cherry Health and Cherry Health hereby takes from County the following portion of the Building, together with all easements, rights of ingress and egress, parking areas and all appurtenances and fixtures belonging to or appertaining thereto ("Premises"):
   
The Second Floor totaling 7,081.50 square feet

2. **Term.** The term of this Agreement shall commence on July 1, 2019 and shall continue until through March 31, 2020 unless otherwise terminated prior thereto and shall be renewable as provided in Section 21.

3. **Rent.** Cherry Health shall pay as rent for the Premises the sum of $6,261.23 per month which is based on a rate of $10.61 per square foot per year. All rent shall be payable in advance and shall be due on the first day of each month. Rent for partial months at the beginning and ending of the term shall be appropriately prorated.

4. **Use of Premises.** During the term Cherry Health shall use and occupy the Premises for the purpose of providing health services including primary care, women's health, pediatrics, dental, pharmacy, vision, behavioral health, mental health, correctional health and substance abuse counseling and for no other use or purpose without the prior written consent of the County. No activity shall be conducted on the Premises that does not comply with all local, state and federal laws, ordinances and regulations.

5. **Peaceful Possession.** County covenants that Cherry Health, on paying the rent and performing its covenants herein contained, shall peaceably and quietly have, hold and enjoy the Premises for the term aforesaid.

6. **Taxes.** County shall not be responsible for paying any business taxes on Cherry Health's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Cherry Health agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance. The County shall pay any applicable real estate property taxes if applicable.
7. Alterations. Cherry Health may remodel and make improvements to the Premises; however, any remodeling or improvements that will significantly alter the Premises or require an investment by Cherry Health in excess of $5,000.00 shall require the prior written consent of County. Furthermore, Cherry Health shall not at any time during the term make any alteration or improvement in or to the Premises unless:

(a) The same shall be performed in a first-class workmanlike manner, at Cherry Health’s sole cost and expense, and shall not weaken or impair the structural strength, or lessen the value of the Building on the Premises at the time;

(b) Before the commencement of any such work, plans and specification shall be filed with and be approved by all governmental departments or authorities having jurisdiction and all such work shall be done subject to and in accordance with the requirements of any applicable law and local regulation;

(c) Cherry Health shall furnish, at Cherry Health’s expense, satisfactory security to County guaranteeing the completion of such work, free and clear of all liens and encumbrances.

All alterations and improvements and appurtenances on or in the Premises at the commencement of the term and which may be erected, installed or affixed on or in the Premises during the term are and shall be deemed to be immediately become part of the reality and the sole and absolute property of the County and shall be deemed to be part of the Premises except that all moveable trade fixtures purchased and installed by Cherry Health shall remain the property of Cherry Health.

8. Maintenance, Cleaning and Repair. County shall, at its own cost and expense, keep and maintain the Premises, including parking areas, in good order and condition, ordinary wear, tear and use excepted. County shall make all repairs to the Premises that are necessary to fulfill the purpose of Cherry Health’s use of the Premises. However, if the need for any repair is the result of the negligence or intentional acts of Cherry Health, its agents, employees, licensees, invitees or clients, County shall charge the cost of said repair to Cherry Health and Cherry Health shall reimburse County for the cost. Cherry Health shall use all reasonable precaution to prevent waste, damage or injury to the Premises.

County shall provide basic cleaning services (i.e. trash disposal, surface dusting, vacuuming, sweeping, mopping, spot cleaning) at its own cost and expense. Cherry Health shall disinfect the Premises as necessary and properly dispose of biohazardous and medical waste in full compliance with all federal, state, or local laws, ordinances, rules, regulations, or policies.

Cherry Health shall not contract outside maintenance for any building system or item which is owned by County. If maintenance or repair is needed, Cherry Health shall contact County’s Facilities Management at 231-724-6416.

There may be no suspension, reduction, or setoff of rent based on County’s failure or delay in making repairs or providing cleaning services unless the repairs negatively impact Cherry Health and interfere with Cherry Health’s ability to conduct business.

In the event a repair is required that causes Cherry Health to close operations, including but not limited to a mold-like substance or any other repair that causes Cherry Health to close business operations, the County shall prorate the rent for each day that Cherry Health’s business is closed.
9. **Utilities.** County shall pay, during the term of this Agreement, all charges for gas, electricity, lights, heat, water, sewer, power, telephone and other communication services, used, rendered or supplied upon or in connection with the Premises.

10. **Compliance with Laws.** Cherry Health shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities having jurisdiction over the Premises or appurtenances or any part thereof, and of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or any other body exercising similar functions, and of all insurance companies writing policies covering the Premises or any part thereof.

Cherry Health shall not use or permit any person to use the Premises in any manner that violates or would create liability under federal, state, or local laws, ordinances, rules, regulations, or policies. Cherry Health shall not (either with or without negligence) cause or permit the escape, release, or improper disposal of any biohazardous waste, medical waste, biologically or chemically active substances or materials, or other hazardous substances or materials. Cherry Health shall not allow the storage or use of such waste, substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such waste, substances or materials or allow to be brought into the Premises any such waste, materials or substances except to use in the ordinary course of Cherry Health’s business. All biohazardous waste, medical waste, biologically or chemically active substances or materials, or other hazardous substances or materials must be disposed of in full compliance with any and all applicable federal, state or local laws, rules and regulations. In addition, Cherry Health must execute affidavits, representations, and the like from time to time at County’s request concerning Cherry Health’s best knowledge and belief regarding the presence of biohazardous and medical waste and hazardous substances or materials on the Premises. In all events, Cherry Health shall indemnify County in the manner elsewhere provided in this Agreement against any liability resulting from any release of biohazardous waste, medical waste or hazardous substances or materials in, on or near the Premises while Cherry Health is in possession or caused by Cherry Health or persons acting under Cherry Health.

11. **Insurance.** Cherry Health, at its own cost and expense, shall be required to maintain insurance coverage as follows:

(a) Workers’ Compensation coverage for its employees with statutory limits and Employers Liability coverage with limits of:

Coverage A - Compensation as required by Statute
Coverage B - Employer’s Liability to $500,000.00

(b) Commercial General Liability coverage not less than provided on the standard ISO 1993 Form, which includes contractual liability, personal injury, board form property damage, extended liability, and, where applicable, products liability coverage, with coverage limits of:

Per occurrence - $1,000,000.00

The County shall maintain exterior business insurance and shall insure common areas and adjacent County owned property such as the parking lot.
(c) Comprehensive Automobile Liability coverage not less than provided on the standard ISO 1990 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:

Bodily Injury and Property Damage, Any One Accident or Loss - $1,000,000.00

(d) Umbrella or Excess Liability:

Per occurrence - $1,000,000.00

(e) Provide and keep in force such other insurance and in such amounts as may from time to time be required by County against such other insurable hazards that are commonly insured against in the case of Premises similarly situated.

Cherry Health shall name the County of Muskegon as an additional insured and shall provide proof of the coverages listed above at or before the execution of this Agreement. All such insurance shall be obtained from companies of good standing that are licensed to do business in the State of Michigan. At the request of County, during the term of this Agreement, copies of the policies or certificates of such insurance shall be delivered by Cherry Health to County. Cherry Health shall not violate or permit to be violated any of the conditions or provisions of any such policy of insurance whether carried by County or Cherry Health.

12. Waiver of Subrogation. Each party hereto does hereby release and discharge the other party and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury, to the extent of any recovery by the injured party under such insurance.

13. Destruction. If the Premises are destroyed or damaged in whole or in part by fire or other cause, Cherry Health shall give the County immediate notice thereof, and Cherry Health, at its own cost and expense, but on the condition that insurance proceeds are made available to Cherry Health, shall promptly repair, replace and rebuild the same, at least to the extent of the value and as nearly as possible to the character of the buildings, improvements and equipment therein existing immediately prior to such occurrence with no abatement of rent. County shall in no event be called upon to repair, replace or rebuild any such buildings, improvements or equipment, or to pay any of the costs or expenses thereof beyond or in excess of the available insurance proceeds. All such work shall be performed in accordance with the provisions of Section 7 of this Agreement regarding alterations.

In the event, however, that more than fifty percent (50%) of the area of the Premises shall be rendered completely untenable by such damage or destruction or if any damage or destruction shall occur within one (1) year from the expiration of the term of this lease, County may, at County’s option, in lieu of having the Premises rebuilt, terminate this Agreement and all obligations hereunder in which case County shall be entitled to retain all available insurance proceeds.
14. **Subordination to Mortgages.** This Agreement and Cherry Health’s rights shall at all times be subject and subordinate to the lien of any mortgage, or consolidated mortgage, which may now or hereafter affect the Premises, or any part thereof, or the Premises and other land, and to any renewal, modification, consolidation, replacement and extension of any such mortgage.

Cherry Health shall upon demand execute, acknowledge and deliver to County, without expense to County, any and all instruments that may be necessary to subordinate this Agreement and all rights hereunder to the lien of any such mortgage and any renewal, modification, consolidation, replacement and extension.

In the event of a default on the part of County (not cured by County at least three (3) days prior to the expiration of the grace period therefore) under any mortgage affecting the Premises to which this Agreement is or shall be subject and subordinate, Cherry Health may itself, on account of County, cure such default. Cherry Health shall be entitled to collect from County all reasonable sums expended by Cherry Health in curing the mortgage default, including reasonable attorney fees, and interest on all such expenditures at the legal rate of interest, by any available remedy or by deducting the same from any rent payments thereafter becoming due hereunder. If in connection with the curing of any default, Cherry Health shall acquire and become the holder of any mortgage affecting the Premises and thereafter shall deduct the full cost and expense of acquiring such mortgage from rents, the said mortgage shall be satisfied, released and discharged of record when Cherry Health shall have recouped the full actual cost and expense of acquiring the same, including interest at the mortgage rate.

15. **Access by County.** Cherry Health shall permit County or its agents to enter the Premises at all reasonable hours for the purposes of inspection, making repairs and showing the Premises to persons wishing to purchase the same or to make a mortgage loan on the same and, at any time within one (1) year prior to the expiration of the term, to persons wishing to rent the same. Cherry Health shall within six (6) months prior to the expiration of the term permit the usual notices of “to let”, “for rent” and “for sale” to be placed on the Premises and to remain there without hindrance or molestation.

Cherry Health shall permit County or its agents access seven (7) days a week twenty-four (24) hours a day to the electrical/communications closet on the Premises and all other Building related hardware areas located on the Premises. County reserves an easement through the Premises for access to these areas.

County understands that a part of Cherry Health’s use of the Premises will be for the storage of controlled substances and the parties will determine which part of the Premises can be used as a locked area for the controlled substances. Cherry Health understands and agrees that the locked area for the controlled substances cannot be located in any part of the Premises containing Building related hardware. County agrees that it will not have access to the locked area containing the controlled substances.

16. **Limited Access by Cherry Health.** Only authorized personnel of Cherry Health, as approved by Muskegon County, will have access to the electrical/communications closet located on the Premises. Cherry Health shall have no access to any other Building related hardware.
areas on the Premises.

17. **Indemnification.** Cherry Health shall indemnify and save harmless County against and from all costs, expenses, liabilities, claims, suits, actions and demands of every kind or nature, including reasonable attorney fees, by or on behalf of any person, party or governmental authority whatsoever arising out of Cherry Health’s (i) use of the Premises, (ii) failure to perform any of its obligations under this Agreement, (iii) failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority, and for (iv) any mechanic’s lien, conditional bill of sale or chattel mortgage filed against the Premises or any equipment therein or any materials used in construction or alteration of any building or improvement thereon. This indemnity does not extend to claims created by the negligent or willful acts of County or its employees, agents, or contractors or by previous environmental conditions.

18. **Uninsurable Losses.** During the term of this Agreement, and any extension thereof, the risk of loss with respect to total uninsurable losses to the Premises, which are occasioned by any act or omission of Cherry Health, its employees, agents, licensees, invitees or clients shall rest upon Cherry Health. (The parties agree that for purposes of interpreting the foregoing provision, an example of an uninsurable loss which shall be the responsibility of Cherry Health would be Cherry Health’s failure, as possessor of the Premises to detect a malfunction in the heating system during the winter, resulting in freezing and bursting of water pipes in the Premises. If the freezing and bursting of water pipes and consequent damage flowing therefrom is not covered by insurance all such damages resulting therefrom are the responsibility of and must be paid for by Cherry Health).

19. **Default.** Each of the following events shall be a default hereunder by Cherry Health and a breach of this Agreement:

(a) If Cherry Health shall fail to pay County any rent as and when the same shall become due and payable and shall not make such payment within ten (10) days after notice thereof by County to Cherry Health.

(b) If insolvency proceedings under any such insolvency act of any state shall be instituted against Cherry Health or if a receiver or trustee shall be appointed for all or substantially all of the property of Cherry Health and such proceedings shall not be dismissed or such receivership or trusteeship vacated within thirty (30) days after such institution or appointment.

(c) If Cherry Health shall file a petition seeking relief under any insolvency act of any state or shall otherwise voluntarily take advantage of any such law or act by answer or otherwise or shall be dissolved or shall make an assignment for the benefit of creditors.

(d) If Cherry Health fails to perform any of its obligations under this Agreement and such non-performance continues for a period within which performance is required by a specific provision of this Agreement or, if no such period is specified, for
a period of ten (10) days after notice thereof by County to Cherry Health, or if such performance cannot be reasonably had within such ten (10) day period, then if Cherry Health shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion.

(e) If Cherry Health shall vacate or abandon Premises.

(f) If this Agreement or Cherry Health’s rights hereunder are transferred to any other person or party, except in a manner permitted under Section 23 hereof.

If a default occurs, County has the right to terminate this Agreement by giving to Cherry Health not less than five (5) days’ notice of termination, and upon expiration of the time fixed in the notice, this Agreement shall expire in the same manner and with the same force and effect, except as to Cherry Health’s obligation to pay rent, as if the expiration of the time fixed in the termination notice were the end of the term herein originally demised.

County retains the rights after eviction of Cherry Health to collect rent from Cherry Health for the remainder of the lease term. Cherry Health waives any further right to possession of the Premises after eviction and Cherry Health understands and agrees that it shall remain fully obligated to pay rent for the remainder of the lease term. Cherry Health understands and agrees that County has no duty to re-let the Premises and County’s failure to re-let will not affect Cherry Health’s obligation to pay rent.

20. Right to Reenter. In the event of a default as set forth in Section 19, County may reenter and repossess the Premises and remove Cherry Health and any property of Cherry Health therefrom and Cherry Health shall remain and continue liable to County for all rent and other charges payable hereunder for the remainder of the term. County may, in such event, repair and alter the Premises in such manner as County deems advisable, and let or re-let the Premises or any parts thereof for the whole or any part of the remainder of the term originally demised or for a longer period, in County’s name or as the agent of Cherry Health. Out of any rent received from subtenants or as a result of such letting or re-letting County shall, first, pay to itself the cost and expense of retaking, repossessing, repairing and/or altering the Premises, and the cost and expense of removing all persons and property therefrom; second, pay to itself the cost and expense incurred in securing any new tenant; and, third, pay to itself any balance remaining on account of the liability of Cherry Health to County for a sum equal to all rent, and other charges payable hereunder and unpaid by Cherry Health for the remainder of the term herein originally demised.

If any rent collected by County as provided in this section, after the payments therein mentioned, is insufficient to fully pay to County a sum equal to all rent and other charges payable hereunder for the remainder of the term originally demised, the deficiency shall be paid by Cherry Health on the rent days herein specified, that is, upon each of such rent days Cherry Health shall pay to County the amount of the deficiency then existing and Cherry Health shall be and remain liable for any such deficiency and the County’s right to recover any deficiency from Cherry Health shall survive the issuance of any dispossessory warrant or other termination hereof. If any rent collected by County, after the payments for costs incurred, is in excess of all
rent and other charges payable hereunder for the remainder of the term originally demised, County shall be entitled to retain the excess.

21. **County’s Attorney Fees; Jury Waiver.** If County commences an action to enforce this Agreement or to evict Cherry Health, Cherry Health agrees to pay County’s reasonable attorney fees and costs.

County and Cherry Health knowingly and voluntarily waive trial by jury in any action (a) to enforce this Agreement; (b) to evict Cherry Health from the Premises; or (c) that is in any way related to this Agreement, the Premises, or the relationship between County and Cherry Health.

22. **Option to Purchase.** If this Agreement is in full force and effect and if Cherry Health has fully performed all of its obligations, Cherry Health has the first option to purchase the Building should the County list the property for sale. Cherry Health shall exercise or decline option within sixty (60) days of listing of the property.

23. **Severability of Rights.** The rights and remedies given to County in this Agreement are distinct, separate and cumulative, and no one of them, whether or not exercised by County, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided.

No receipt of money by County from Cherry Health, after termination hereof in any lawful manner, shall reinstate, continue or extend the term, or affect any notice given to Cherry Health, or operate as a waiver of County’s right to enforce the payment of rent and additional rent then due or thereafter falling due, or operate as a waiver of County’s right to recover possession of the Premises. The parties agree that, after service of a notice to terminate, after the commencement of any proceeding, or after a final order or judgment for possession of the Premises, County may collect any money due, or thereafter falling due, without in any manner affecting such notice, proceeding, order or judgment. It is agreed that any money so collected shall be deemed to be payment on account of the use and occupation of the Premises, or at the election of County, on account of Cherry Health’s liability hereunder.

The failure of County to insist upon a strict performance of any terms of this Agreement shall not be deemed a waiver of any rights or remedies that County may have and shall not be deemed a waiver of any subsequent breach or default in any terms of this Agreement.

24. **Acceptance by Cherry Health.** At the commencement of the term, Cherry Health shall accept the Premises in an as-is condition. Cherry Health agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of County regarding the condition of the Premises, or the use that may be made thereof. Cherry Health further agrees that County shall in no event whatsoever be liable for any latent defects therein.

25. **Assignment and Subletting.** Cherry Health shall not assign or sublet all or any portion of the Premises without the prior written consent of County. If an assignment or sublease is permitted by County, Cherry Health shall remain primarily liable for the payment of
rent and for the performance of all other terms of this Agreement required to be performed by Cherry Health.

County shall have the right to assign its interest in the Premises or to assign, from time-to-time, the whole of the rent at any time payable hereunder. Such assignment shall be effective as to Cherry Health upon written notice by County to Cherry Health of such assignment.

26. **Termination Option.** Cherry Health has the option to terminate this Agreement by paying a termination fee of $9,338.58 ("Termination Fee"). Cherry Health must provide written notice to County of Cherry Health’s intent to terminate sixty (60) days prior to the date Cherry Health intends to surrender and deliver the Premises. Cherry Health understands and agrees that the Termination Fee must be paid to County when the notice is given. If Cherry Health (a) fails to provide County with the required notice, or (b) fails to pay the Termination Fee when the notice is given, this Termination Option provision of the Agreement automatically terminates and has no further force or effect. If Cherry Health properly terminates pursuant to this provision, each party is released from any further obligations or liability under this Agreement, with the following exceptions: (a) Cherry Health must surrender: the Premises in accordance with Paragraph 27 of this Agreement and (b) all Rent accruing through the date the Premises are surrendered and delivered to County must be paid in full. This fee shall be waived if Cherry Health opts to purchase the building during the lease term.

27. **End of Term.** Cherry Health shall, on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender and deliver the Premises, including all alterations and improvements constructed thereon, to County, in good condition and repair, reasonable wear and tear excepted, and in a broom-clean condition. The Premises shall be surrendered and delivered free of sub-tenancies unless County shall consent in writing to the continuance thereof.

Cherry Health shall, at its expense, immediately repair any damage to the Premises caused by vacating the Premises or by Cherry Health’s removal of its moveable trade fixtures, signs, and other personal property. Cherry Health will comply with all applicable laws regarding the removal of the property and repair of the Premises. Any moveable trade fixtures or personal property not removed by Cherry Health may be deemed by County to be abandoned by Cherry Health and may be retained by County without payment or offset therefore. Otherwise, the moveable trade fixtures or personal property left behind by Cherry Health may be removed and stored for Cherry Health at Cherry Health’s expense.

The provisions of this section shall survive the expiration or sooner termination of this Agreement.

28. **Notices.** Any notice required under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, to the parties as follows, unless otherwise designated in writing:

(a) To Cherry Health, Attention Tasha Blackmon, Chief Operating Officer, 100 Cherry Street, SE, Grand Rapids, Michigan, 49442 and Attention Greg Deacon, Director of Outpatient Services, 100 Cherry Street, SE, Grand Rapids, Michigan, 49442.
(b) To County, Attention County Administrator, 990 Terrace Street, 
Muskegon, Michigan 49440.

The notice shall be deemed to have been served on the day after it is deposited in the United 
States mail, postage prepaid, in the manner aforesaid. Nothing herein contained shall be construed to 
preclude personal service of any notice in the same manner that personal service of a Summons or other 
legal process may be made.

29. **Holdover Tenancy.** In the event that Cherry Health remains in possession of the 
Premises after the term of this Agreement, or any extension hereof, such holding over shall be 
construed as creating a tenancy from month to month.

30. **Partial Invalidity.** If any provision of this Agreement is invalid, illegal, or 
enenforceable, that provision will be enforced to the fullest extent permitted by law, and the validity, 
legality, and enforceability of the remaining provisions will not in any way be affected or impaired.

31. **Law of Michigan to Apply: Construction of Terms.** This Agreement shall be 
governed by and construed in accordance with the laws of the State of Michigan. Terms and language 
contained in this Agreement shall be given their common and ordinary meaning and shall not be 
construed against either party.

32. **Binding Effect.** This Agreement shall bind and insure to the benefit of County and 
Cherry Health and their respective successors and permitted assigns.

33. **Signage.** Cherry Health shall have the right to place signs, at its own expense, on the 
face of the building and to have at least one free-standing sign, but only if these sign rights are in 
compliance with the ordinances of the Township of Muskegon.

34. **Construction Liens.** Cherry Health shall keep the Premises free from any liens arising out 
of any work performed thereon, materials furnished thereto or obligations incurred by Cherry Health. 
Cherry Health shall indemnify, defend and hold County harmless against all liability, loss, damage, cost 
and all other expenses arising out of claims of lien for work performed or materials furnished to or for the 
benefit of Cherry Health.

35. **Remedies Cumulative: Waiver.** All rights and remedies of County or Cherry Health 
hereunder are cumulative and not exclusive and shall be in addition to all other rights and remedies 
provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall 
not operate as a waiver thereof nor excuse future performance. No waiver, discharge or renunciation of 
any claims or rights arising out of a breach of these terms and conditions shall be effective, unless in 
writing signed by the party so waiving and supported by consideration. Any waiver of any breach shall 
be a waiver of that breach only and not of any other breach, whether prior or subsequent thereto.
36. **Entire Agreement; Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

37. **Authorization to Act.** Cherry Health represents that (i) it is validly organized, existing and authorized to do business under Michigan law; (ii) it has the full power and lawful authority to enter into this Agreement; and (iii) the execution of this Agreement by the individual who has signed below is legally binding on Cherry Health.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day and year first above written.

WITNESS: COUNTY OF MUSKEGON

By: Susie Hughes, Chair
Muskegon County Board of Commissioners

CHERRY HEALTH SERVICES, INC.

By: Tasha Blackmon
Its: Chief Executive Officer
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<th>COMMITTEE</th>
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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

When the Board and Care of Impounded Dogs was bid, the County bid two options: 3-year contract to use the current shelter or a 10-year contract with the contractor relocating to a new non-county owned shelter. The first option was selected and staff began looking at options to address the building issues at the shelter.

There were two options staff evaluated:

1) Have the current shelter and property transferred to the Land Bank and use Land Bank funds to repair the shelter. Staff had contractors of various trades go through the shelter to price the cost to make the repairs required by the State. The cost to make roof, floor, and mechanical repairs was $763,340 and approximately $300,000 to upgrade the kennels to meet current state requirements.

2) The second option staff reviewed was to convert the former Phillips School building into a shelter. The cost to transform the school exceeds $1M and the location of the school is in a residential zoned district.

Staff recommends not spending any Land Bank funds to repair the shelter and agree to Proposal Alternate 2 with the current shelter operator which would require them to build, at their cost, a new shelter. Proposal Alternate 2 requires a 10-year contract at the same base price of $267,000 for the next two years and the same annual increase of 2% per year for years 3-10.

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

Move to amend the Contract for Board and Care of Impounded Dogs and Animal Control with the Volunteers of Muskegon County Animal Control, to a 10-year contract pursuant to the terms and conditions of Muskegon County RFP 19-2318, Proposal Alternate 2, 10-year contract for a cost of $267,000 per year for two years with a 2% annual increase per year for years 3-10.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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<th>HUMAN RESOURCES ANALYSIS</th>
<th>FINANCE &amp; MANAGEMENT ANALYSIS</th>
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<th>CORPORATE COUNSEL ANALYSIS</th>
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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: 7/11/19   AGENDA NO.: Wk 19/67-89   BOARD DATE: 7/16/19   PAGE NO. 35

Revised 7/1/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE 
WAYS & MEANS

BUDGETED 

NON-BUDGETED 

PARTIALLY BUDGETED

REQUESTING DEPARTMENT: TREASURER

COMMITTEE DATE: 07/11/2019

REQUESTOR SIGNATURE: Tony Moulatsiotis

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

This request is to slightly modify the Treasurer’s Office positions to better fit with the required level of skill and technical aspects of performing the required duties of the positions. Five Property Tax Technician FT positions G62401/02/03/04/06, with a current salary grade GU-00160 ($14.57/hour - $17.97/hour) are requested to be reclassified to salary grade GU-00171 ($14.91/hour - $18.74/hour). Additionally, salary adjustments are being requested for three positions: 1) Deputy Treasurer FT (X26501) from salary grade NX-00362 ($31.579/hour - $39.796/hour) to salary grade NX-00380 ($33.395/hour - $42.469/hour); and 2) Cash Manager FT (X11501) from salary grade NX-00310 ($28.393/hour - $35.902/hour) to salary grade NX-00330 ($30.207/hour - $38.061/hour); and 3) Property Tax Specialist (N55701) from salary grade NO-00210 ($17.89/hour - $22.531/hour) to salary grade NO-00220 ($19.081/hour - $24.227/hour). The above salary adjustments would be effective July 21, 2019.

Labor distribution changes are also being requested to create savings to General Fund in FY19 and FY20. These changes are detailed in the attachment.

Annual financial effect of the above would be:

Animal Licensing (1010-0241) – FY19 decrease of $4,038.89; FY20 decrease of $15,943.22
Treasurer’s Office (1010-0253) – FY19 decrease of $12,035.58; FY20 decrease of $51,761.88
Tax Forfeiture Fund (5110-2018) – FY19 increase of $14,348.80; FY20 Increase of $79,034.59
2018 Delinquent Tax Fund (5168-2018) – FY19 decrease of $11,770.07; FY20 increase of $6,846.51
Land Bank (5500-2550) – FY19 increase of $501.74; FY20 increase of $1,207.44

General Fund savings estimated FY19 $16,000; FY20 $68,000.00

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

Move to authorize the Treasurer’s Office salary adjustments to be effective July 21, 2019 as follows:

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Position Number</th>
<th>Current Salary Grade</th>
<th>Proposed Salary Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax Technician</td>
<td>G62401, G62402,</td>
<td>GU-00160 $14.57-$17.97/hr</td>
<td>GU-00171 $14.91-$18.74/hr</td>
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<tr>
<td></td>
<td>G62403, G62404,</td>
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<td></td>
<td>G62406</td>
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<tr>
<td>Cash Manager</td>
<td>X11501</td>
<td>NX-00310 $28.393-$35.902/hr</td>
<td>NX-00330 $30.207-$38.061/hr</td>
</tr>
<tr>
<td>Deputy Treasurer</td>
<td>X26501</td>
<td>NX-00362 $31.579-$39.796/hr</td>
<td>NX-00380 $33.395-$42.469/hr</td>
</tr>
<tr>
<td>Property Tax Specialist</td>
<td>N55701</td>
<td>NO-00210 $17.89-$22.531/hr</td>
<td>NO-00220 $19.081-$24.227/hr</td>
</tr>
</tbody>
</table>

Furthermore move to approve the attached labor distribution changes.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

Concur – K. Wade

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: 7/11/19 AGENDA NO: WM 19/07-90 BOARD DATE: 7/16/19 PAGE NO: 26

Revised 7/2/19
# REQUEST FOR FUNDING TRANSFER

<table>
<thead>
<tr>
<th>Department</th>
<th>Position</th>
<th>Present Funding</th>
<th>Requested Funding</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treasurer</td>
<td>Property Tax Technician FT - G62401, G62402</td>
<td>10166-2018 - 80%</td>
<td>5166-2018 - 60%</td>
<td>10/1/2019</td>
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<td>1010-0253 - 10%</td>
<td>1010-0253 - 5%</td>
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<td>1010-0421 - 10%</td>
<td>1010-0421 - 5%</td>
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<td>5110-1018 - 10%</td>
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<tr>
<td></td>
<td>Property Tax Technician FT - G62402, G62403, G62404</td>
<td>5168-2018 - 80%</td>
<td>5168-2018 - 60%</td>
<td>7/21/2019</td>
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<td>1010-0253 - 10%</td>
<td>1010-0253 - 5%</td>
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<td>1010-0421 - 10%</td>
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<td>5110-1018 - 10%</td>
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<td>Cash Manager FT - X11501</td>
<td>1010-0253 - 75%</td>
<td>1010-0253 - 65%</td>
<td>7/21/2019</td>
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<td>5168-2018 - 25%</td>
<td>5168-2018 - 25%</td>
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<td>5110-1018 - 10%</td>
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<td>Deputy Treasurer FT - X26501</td>
<td>1010-0253 - 60%</td>
<td>1010-0253 - 50%</td>
<td>7/21/2019</td>
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<td>5500-2550 - 25%</td>
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<td>5110-1018 - 15%</td>
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<td>County Treasurer - E10001</td>
<td>1010-0253 - 50%</td>
<td>1010-0253 - 40%</td>
<td>7/21/2019</td>
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<td>5500-2550 - 50%</td>
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<td>5110-1018 - 10%</td>
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