MUSKEGON COUNTY BOARD OF COMMISSIONERS
Ways & Means Committee
AGENDA

November 7, 2019 – 3:30 PM
Hall of Justice
990 Terrace, Muskegon

Robert Scolnik, Chair
Charles Nash, Vice-Chair

1) Call to Order
2) Roll Call
3) Approval of the Minutes of October 15, 2019
4) Public Comment (on an agenda item)
5) Items for Consideration

WM19/11 – 136 (Administration) Approve Payment of the Accounts Payable of $22,862,996.35, Covering the Period of October 4, 2019 through October 24, 2019 for Checks and September 1, 2019 through September 30, 2019 for P-Card and EFT Payments as Presented by the County Clerk

WM19/11 – 137 (Administration) Approve the Resolution Authorizing Issuance of 2019 Refunding Bonds

WM19/11 – 138 (Facilities Mgmt/Public Works) Authorize Deletion of Building Maintenance Electrician and Create a Building Maintenance Mechanic II Position

WM19/11 – 139 (Public Works) Authorize to Waive the Right of First Refusal on Vacant Lot at 500 E. Ellis Road and Authorize Board Chair to Sign Waiver

WM19/11 – 140 (Public Works) Authorize to Accept Offer of Purchase of County Owned Home at 7875 Whitehall Road and Authorize Board Chair to Sign Purchase Agreement

WM19/11 – 141 (Public Works) Approve Payment from the Dept. of Veterans Affairs Fund Toward the Cost of Proposed Water Control Structure at Veterans Memorial Park Contingent Upon Equal Commitment from the Cities of Muskegon and North Muskegon and Amend the Budget Accordingly

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 and Means Committee Meeting
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6) Old Business
7) New Business
8) Public Comment
9) Adjournment
CALL TO ORDER

The meeting was called to order by Commissioner Scolnik at 4:06 p.m.

ROLL CALL

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

Also Present: Mark Eisenbarth, County Administrator; Lisa Chalkc, Admin Coordinator

APPROVAL OF MINUTES

It was moved by Commissioner Foster, supported by Commissioner Nash, to approve the minutes of October 3, 2019, as written. Motion carried.

PUBLIC COMMENT (On an agenda item.)

None.

COMMUNICATION

The budget report for expenditures and revenues for the period ending August 31, 2019, was presented for information.

A draft resolution was presented for information from the Muskegon County Board of Commissioners Urging our Governor to Restore Funding to the Department of Environment, Great Lakes and Energy (EGLE) Budget.

ITEMS FOR CONSIDERATION

WM19/10 – 130 It was moved by Commissioner Snider, supported by Commissioner Foster, to approve payment of the accounts payable of $2,873,551.09, covering the period of September 20, 2019 through October 3, 2019 for checks as presented by the County Clerk. [Oppose – Nash] Motion carried.
Ways & Means Committee
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WM19/10 – 131  It was moved by Commissioner Nash, supported by Commissioner Mahoney, to approve a salary increase of 2.0% for the Sheriff, County Clerk, County Treasurer, Register of Deeds, Prosecutor and Drain Commissioner above their current salary to be effective the first pay in January 2020.

ROLL CALL:
Yes  Hovey-Wright, Hughes, Mahoney, Nash, Scolnik, Wilkins

No  Foster, Lahring, Snider

Motion carried.

WM19/10 – 132  It was moved by Commissioner Foster, supported by Commissioner Nash, to approve adoption of the 2019 Apportionment Report as prepared and submitted by the Muskegon County Equalization Department. Motion carried.

WM19/10 – 133  It was moved by Commissioner Foster, supported by Commissioner Snider, to authorize the sale of surplus items though Miedema Auctioneering, Inc. Motion carried.

WM19/10 – 134  It was moved by Commissioner Foster, supported by Chairman Hughes, to authorize a one year extension on the contract with Jones Lang LaSalle, LLC. Motion carried.

WM19/10 – 135  It was moved by Commissioner Nash, supported by Chairman, Hughes to approve the resolution Urging our Governor to Restore Funding to the Department of Environment, Great Lakes and Energy (EGLE) Budget. Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business to come before the Ways & Means Committee, the meeting adjourned at 4:17 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Ways & Means

BUDGETED NON-BUDGETED PARTIALLY BUDGETED

REQUESTING DEPARTMENT
Administration

COMMITTEE DATE
November 7, 2019

REQUESTOR SIGNATURE
Beth Dick

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

Expenditures for checks covering the period October 4, 2019 through October 24, 2019, P-Card and EFT payments covering the period September 1, 2019 through September 30, 2019 totaled $22,862,996.35 and included the following large or unusual items:

1) Payments to Beacon Services for $163,288.07 for HealthWest residential services.
2) Payment to Jackson-Merkey Contractors for $283,630.50 for Hurbut Drain project.
3) Payments to MOKA Corporation for $247,944.88 for HealthWest skill building, CLS, children’s waiver and autism services.
4) Payment to Muskegon Area First for $140,000 for FY2020 economic development services.
5) Payment to Muskegon Community College for $109,258.94 for PILT, IFT and delinquent tax distributions.
6) Payment to Pioneer Resources for $342,431.71 for HealthWest skill building, supported employment recreation club services, room and board and autism services.
7) Payment to Randall G Meyer Excavating for $159,308.41 for Pierson Swamp Drain project.
8) Payments to Senior Resources for $488,607.77 for distribution of senior millage funds.
9) Payments to Sentinel Technologies, Inc. for $151,281.69 for HealthWest hardware and software.
10) Payments to Sierra Health for $201,602.40 for October and November Medicare Advantage payments.
11) Payment to State of Michigan for $10,152,323.48 for September state education and mobile home taxes.
12) Payment to State of Michigan for $403,331.25 for September transfer taxes.
13) Payment to State of Michigan for $124,725.85 for September District Court fee transmittal.
14) Payment to Turning Leaf for $148,054.57 for HealthWest room and board, personal care and supervised apartment services.
15) EFT to Road Commission for $1,232,798.36 for Act 51 distribution.
16) EFT to Bank of New York for $1,361,823.02 for purchase of investment bonds.
17) EFT from escrow account for CDW for $1,391,639.54 for IT server and storage equipment. Equipment was financed through installment purchase agreement with Key Government Finance.

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

Move to approve payment of the accounts payable of $22,862,996.35, covering the period of October 4, 2019 through October 24, 2019 for checks and September 1, 2019 through September 30, 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.

Date

AGENDA DATE: 11/7/19
AGENDA NO.: 11/6/19, 11/8/19
BOARD DATE: 11/12/19
PAGE NO.

Revised 10/29/19
# RECAP

## FOR ACCOUNTS PAYABLE

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<th>Description</th>
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<th>Through Date</th>
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<td><strong>TOTAL ACCOUNTS PAYABLE</strong></td>
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REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE: Ways & Means

REQUESTING DEPARTMENT: Administration

COMMITTEE DATE: 11/7/19

REQUESTOR SIGNATURE: Mark Eisenbarth

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

In 2010 the County issued $7,140,000 in capital improvement bonds to fund the purchase and installation of equipment under the Honeywell energy improvement project. These bonds were issued under the Federal Recovery Zone which allowed the County to be able to receive a 45% reimbursement of all interest costs from the Federal government. The original bonds were issued with a 6.97% interest rate. The effect of the federal interest rate subsidy is that these bonds are considered to be tax-exempt bonds. Tax-exempt bonds have restrictions associated with private use and on proceeds from the sale of the buildings where improvements were installed that have to be closely monitored and tracked. Given the low interest rates in the market currently, the County has the ability to advance refund these bonds as taxable bonds and still achieve a lower interest rate than it currently has even after the federal subsidy based on an analysis performed by the County’s financial advisor PFM Financial Advisors, LLC. In addition, refunding these bonds as taxable would remove all of the private use and sale restrictions that we have with tax-exempt bonds and allow the County more flexibility in the use and sale of its buildings.

Staff recommends the Board approve the attached resolution prepared by bond counsel authorizing the refunding of the 2010 Capital Improvement Bonds as taxable bonds.

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

Move to approve the Resolution Authorizing Issuance of 2019 Refunding Bonds (Limited Tax General Obligation) (Taxable).

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: 11/7/19

AGENDA NO: Wm 19/11-137

BOARD DATE: 11/12/19

PAGE NO.

Revised 10/29/19
RESOLUTION AUTHORIZING ISSUANCE OF
2019 REFUNDING BONDS
(LIMITED TAX GENERAL OBLIGATION)
(TAXABLE)

COUNTY OF MUSKEGON
State of Michigan

Minutes of a regular meeting of the Board of Commissioners of the County of Muskegon, State of Michigan (the “County”), held on November 12, 2019, at 3:30 o’clock p.m., prevailing Eastern Time.

PRESENT: Commissioners

__________________________

__________________________

ABSENT: Commissioners

__________________________

The following preamble and resolution were offered by Commissioner ____________ and supported by Commissioner ____________:

WHEREAS, the County of Muskegon, State of Michigan (the “County”) has previously issued its Limited Tax General Obligation Capital Improvement Bonds, Series 2010, dated January 28, 2010 in the original principal amount of $7,140,000 (the “Prior Bonds”), which were issued to finance the acquisition and installation of certain energy conservation improvements in various County structures together will all necessary appurtenances and attachments and to pay the costs of issuance of the Prior Bonds; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), authorizes the County to refund or advance refund all or any part of its outstanding securities; and

WHEREAS, the County has been advised that it may achieve interest costs savings through the refunding of all or a portion of the callable Prior Bonds; and

WHEREAS, the County desires to issue refunding bonds pursuant to Act 34 in the principal amount of not to exceed Five Million Four Hundred Thousand Dollars ($5,400,000) (the “Bonds”) to refund all or a portion of the Prior Bonds to achieve interest cost savings for the benefit of the taxpayers of the County (the portion of the Prior Bonds to be refunded hereinafter referred to as the “Refunded Bonds”); and

WHEREAS, the County desires to solicit proposals from financial institutions and other prospective purchasers and negotiate the sale of the Bonds to a purchaser (the “Purchaser”) within the parameters established by this resolution.
NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Refunding Bonds; Bond Terms. Bonds of the County designated 2019 REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION)(TAXABLE) (the “Bonds”) are authorized to be issued in the aggregate principal sum of not to exceed Five Million Four Hundred Thousand Dollars ($5,400,000) for the purpose of paying the costs of refunding the Refunded Bonds, including the costs incidental to the issuance, sale and delivery of the Bonds.

   The issue shall consist of bonds fully-registered as to principal and interest of the denomination of $5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, or alternatively, may consist of a single-instrument, non-convertible bond, as determined at the time of sale. The Bonds will be dated as of the date of delivery, or such other date as determined by the County Administrator or Assistant County Administrator/Finance Director (each, an “Authorized Officer”), and be payable on November 1 (or such other date as determined at the time of sale thereof) in the years and in the annual amounts as determined at the time of sale. The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices as determined at the time of sale. The Bonds may be subject to mandatory redemption prior to maturity as determined at the time of sale.

   The Bonds shall bear interest at a rate or rates determined at the time of sale, expressed in any multiples, first payable on November 1, 2020 (or such other date as determined at the time of sale thereof), and semiannually thereafter. Interest on the Bonds shall be paid by check drawn on the Transfer Agent mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the County maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the County to conform to market practice in the future.

   The principal of the Bonds shall be payable at a bank or trust company to be selected by an Authorized Officer at the time of the sale of the Bonds as registrar and transfer agent for the Bonds (the “Transfer Agent”), provided that in the event that the Bonds are purchased by a single institutional investor the County Treasurer may act as the Transfer Agent.

2. Execution of Bonds; Book-Entry-Only Form. The Bonds shall be signed by the manual or facsimile signatures of the Chair of the Board of Commissioners and the County Clerk and shall have the seal of the County, or a facsimile thereof, printed or impressed on the Bonds. No Bond signed by facsimile signature shall be validated until authenticated by an authorized signatory of the Transfer Agent.

   The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York (“DTC”) and any Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing.
3. **Transfer of Bonds.** The Transfer Agent shall keep the books of registration for this issue on behalf of the County. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the County shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. **Limited Tax Pledge; Defeasance of Bonds.** The County hereby pledges its limited tax full faith and credit for the prompt payment of the principal and interest on the Bonds. The County shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the County subject to applicable constitutional and statutory tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year. The County Treasurer is authorized and directed to open a separate fund to be known as the 2019 REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION)(TAXABLE) DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. Into said fund there shall be placed the accrued interest, if any, received at the time of delivery of the Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier mandatory redemption, the principal of and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. **Bond Proceeds; Bond Issuance Fund; Escrow Fund; Escrow Agreement.** The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Refunded Bonds as provided in this paragraph. Upon receipt of the proceeds of sale of the Bonds the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds. From the remaining proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2019 REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION)(TAXABLE) BOND ISSUANCE FUND (the "Bond Issuance Fund"), which may be established by the County or by the Escrow Agent (hereinafter defined). Moneys in the Bond Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Bond Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds, together with other available funds of the County, if any, shall be deposited in an escrow fund (the "Escrow Fund") consisting of cash and

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investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Securities") and used to pay the principal of and interest on all or a portion of the Refunded Bonds as determined by an Authorized Officer at the time of sale. The Escrow Fund shall be held by an escrow agent (the "Escrow Agent"), pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the transfer agent for the Refunded Bonds to take all necessary steps to pay the principal of, interest and redemption premium, if any, on the Refunded Bonds when due, and to call the Refunded Bonds for redemption on the first date such Refunded Bonds may be called for redemption. The Authorized Officers are each individually authorized and directed to appoint an Escrow Agent and execute the Escrow Agreement on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal of and interest on the Refunded Bonds when due at maturity or call for redemption as required by this section. Following establishment of the Escrow Fund, any amounts remaining in the debt retirement funds for the Refunded Bonds shall be transferred to the Debt Retirement Fund for the Bonds. The Authorized Officers are each authorized and directed to purchase or cause to be purchased, Escrow Securities, including, but not limited to, United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

6. Bond Form. The Bonds shall be in substantially the following form with such changes as may be required to conform to the final terms of the Bonds established by the Sale Order (as hereinafter defined):
[THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MICHIGAN UNIFORM SECURITIES ACT, AS AMENDED, IN RELIANCE UPON EXEMPTIONS THEREUNDER. ANY RESALE OR OTHER TRANSFER OF THIS BOND MAY BE MADE ONLY UPON REGISTRATION UNDER SUCH ACTS OR IN AN EXEMPT TRANSACTION UNDER SUCH ACTS AND UPON COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THOSE ACTS OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.]

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF MUSKEGON

2019 REFUNDING BOND
(LIMITED TAX GENERAL OBLIGATION)
(TAXABLE)

Interest Rate

Maturity Date
November 1, 20___

Date of
Original Issue
____________, 2019

Registered Owner:

Principal Amount: Dollars

The County of Muskegon, State of Michigan (the “County”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2020 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of ______________, __________, Michigan, or such other paying agent as the County may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the County kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the County are hereby irrevocably pledged.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the County, and the County is required, if necessary, to levy ad valorem taxes on all taxable property in the County for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of $________, issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended and pursuant to a resolution of the Board of Commissioners adopted November 12, 2019 for the purpose of refunding all or a portion of the County’s outstanding Limited Tax General Obligation Capital

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.
Improvement Bonds, Series 2010.

[Bonds of this issue maturing in the years 2020 to 20___, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 of this issue maturing in the year ____ and thereafter, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine and by lot within any maturity, on any date on or after November 1, ____, at par and accrued interest to the date fixed for redemption.]

[Insert Term Bond Provisions, if applicable.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether or not presented for redemption, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.]

This bond is transferable only upon the registration books of the County kept by the Transfer Agent by the registered owner of record in person, or by the registered owner’s attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner’s attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond [and the series of bonds of which this is one], exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the County, including this bond [and the series of bonds of which this is one], does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent’s Certificate of Authentication on this bond has been executed by the Transfer Agent.
IN WITNESS WHEREOF the County, by its Board of Commissioners, has caused this bond to be executed with the [manual/facsimile] signatures of its Chair and its County Clerk and its corporate seal or a facsimile thereof to be [impressed/printed] hereon, all as of the Date of Original Issue.

COUNTY OF MUSKEGON
State of Michigan

By: ______________________
   Its: Chair
(SEAL)

By: ______________________
   Its: County Clerk

(Form of Transfer Agent’s Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

______________________
Transfer Agent

By: ______________________
Authorized: ______________________

DATE OF REGISTRATION:

[Bond printer to insert form of assignment]
7. **Negotiated Sale.** The Board of Commissioners has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, based on the advice of its Municipal Advisor, has determined to proceed with the sale of the Bonds by means of a negotiated sale because of the flexibility and efficiency provided by a negotiated sale to select and adjust the terms for the Bonds to best achieve the most favorable terms and advantageous interest rates and obtain the lowest issuance costs and interest costs for the County.

8. **Adjustment of Bond Terms.** Each Authorized Officer is hereby authorized to adjust the final bond details to the extent necessary or convenient to complete the transaction authorized in this resolution, and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this resolution, provided that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the true interest cost on the Bonds shall not exceed 4.00%, the Purchaser’s discount shall not exceed 1% of the par amount of the Bonds, and the refunding of the Refunded Bonds shall result in positive net present value savings.

9. **Delegation to Authorized Officers; Sale Order.** Each Authorized Officer is hereby authorized to solicit proposals from and select a purchaser for the Bonds and to place the Bonds with the Purchaser, subject to the parameters set forth in this resolution. Each Authorized Officer is authorized to award the sale of the Bonds to the Purchaser and to establish the final terms of the Bonds pursuant to a Sale Order, subject to the parameters set forth in Section 8 of this resolution.

10. **Authorization of Other Actions.** The Authorized Officers are each authorized and directed to file any necessary applications or requests for waivers, including a rating waiver, with the Michigan Department of Treasury in order to effectuate the sale and delivery of the Bonds as contemplated by this resolution, and to pay any necessary fees in connection with any such applications or waivers and to take all other actions necessary or advisable, and make such other filings with the Michigan Department of Treasury or with other parties, to enable the issuance, sale and delivery of the Bonds as contemplated herein.

11. **Insurance.** Each Authorized Officer is authorized to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the Municipal Advisor to the County, the acquisition of such insurance would be of economic benefit to the County.

12. **Bond Counsel.** Miller, Canfield, Paddock and Stone, P.L.C. is hereby appointed to serve as bond counsel for the Bonds, notwithstanding the periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution, including the Purchaser of the Bonds.
13. **Municipal Advisor.** The County hereby confirms appointment of PFM Financial Advisors LLC, as municipal advisor with respect to the Bonds.

14. **Recession.** All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

**AYES:** Commissioners

**NAYS:** Commissioners

**RESOLUTION DECLARED ADOPTED.**

Nancy A. Waters, County Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Muskegon, State of Michigan, at a regular meeting held on November 12, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Nancy A. Waters, County Clerk

34734870.1063688-00079
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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REQUESTING DEPARTMENT: Facilities Management/Public Works
COMMITTEE DATE: November 7, 2019
REQUESTOR SIGNATURE: Matthew Farrar

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

The Building Maintenance Electrician has been posted for almost 6 months at two different pay ranges with no interest. To achieve the work required from this position staff is requesting to delete the Building Maintenance Electrician position G11901 and create a Building Maintenance Mechanic II position. This will result in a general fund savings of approximately $5,000. The savings will then be utilized for necessary electrical contracted work.

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

Move to delete the Building Maintenance Electrician, G11901, Pay Grade GU-00280 ($21.96 - $27.63/hour) and create a Building Maintenance Mechanic II Pay Grade GU-00240 ($17.35 - $25.03/hour) effective Nov 12, 2019.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:
Recommend Approval
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

Date

AGENDA DATE: 11/7/19  AGENDA NO.: Wm 19 11:38  BOARD DATE: 11/12/19  PAGE NO.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means

REQUESTING DEPARTMENT Public Works

COMMITTEE DATE November 7, 2019

BUDGETED NON-BUDGETED PARTIALLY BUDGETED

REQUESTOR SIGNATURE Matthew Farrar

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

Staff seeks authorization to waive its right of first refusal for a vacant lot located in the Airport Business Park (ABP). The ABP has Covenants that provide the County the right of first refusal to purchase any lot on which an approved building has not been constructed (i.e., any vacant lot). The owner of the lot located at 500 E. Ellis Road, Parcel No. 61-27-648-000-0005-00 has a purchase offer in hand for $53,760. Pursuant to the covenants, the County has 30 days to exercise or waive its right of first refusal or purchase the property for $53,760.

Public Works, Airport, and Administration staffs see no public use for this parcel and recommend the County waive its right of first refusal.

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

Move to waive the right of first refusal on the vacant lot located at 500 E. Ellis Road, Parcel No. 61-27-648-000-0005-00 and authorize the Board Chair to sign the waiver.

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: 11/7/19 AGENDA NO.: 01/19 11-139 BOARD DATE: 11/12/19 PAGE NO.

Revised 10/29/19
WAIVER OF RIGHT OF FIRST REFUSAL

This Waiver of Right of First Refusal is made this __ day of __________, 2019, by the County of Muskegon, a Michigan municipal corporation (the “County”), whose address is 990 Terrace Street, Muskegon, Michigan 49442, with reference to the following:

A. Pursuant to that certain Declaration of Protective Covenants for the Muskegon County Airport Business Park recorded on December 20, 1994 in Liber 1809, Pages 353 to 382, in the Office of the Register of Deeds for Muskegon County, Michigan (“Declaration”), the County retained a right of first refusal (the “Right of First Refusal”) to purchase certain unimproved lots located within the Muskegon County Airport Business Park (“Business Park”).

B. That certain parcel commonly known as 500 E. Ellis Road, located in the City of Norton Shores, Muskegon County, Michigan, and legally described on the attached Exhibit A (the “Property”), is located within the Business Park, is currently vacant and unimproved, and therefore is subject to the Declaration.

C. The County desires to waive its Right of First Refusal in connection with the sale of the Property by Stariha Property, L.L.C. (“Stariha”) to __________, a Michigan __________ (“Purchaser”).

NOW THEREFORE, the County hereby waives its rights pursuant to the Declaration and the Right of First Refusal with respect to the sale of the Property by Stariha to Purchaser; however, the Right of First Refusal is not waived as to futures sales or transfer of the Property pursuant to the terms of the Declaration.

FURTHER, the County acknowledges and agrees that the certain real estate commonly known as 4927 Stariha Drive, located in the City of Norton Shores, Muskegon County, Michigan, and legally described on the attached Exhibit A (the “Improved Property”) is improved property, and is therefore not subject to or restricted by the County’s Right of First Refusal under the Declaration, or to any other right to re-purchase, right of first offer, or right of first refusal in favor of the County.

COUNTY –

_____________
By: _____________________
Its: _____________________
State of Michigan
County of Muskegon

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by __________________________________________, the _______________________, on behalf of the County of Muskegon, a Michigan municipal corporation.

_________________________________________, Notary Public
State of Michigan, County of ____________________________
Acting in the County of ____________________________
My commission expires: ____________________________

When recorded return to: ___________________________
Send subsequent tax bills to: ___________________________
Prepared by: _____________________________________
PARMENTER O'TOOLE ___________________________
By: Josh Reece ___________________________

The drafter of this instrument has not examined any title evidence to the land conveyed and renders no opinion as to the marketability of title or whether this conveyance complies with the Michigan Land Division Act, 1967 PA 288, as amended by 1996 PA 591.
EXHIBIT A

Legal Descriptions

Property:

The following described premises situated in the City of Norton Shores, County of Muskegon, State of Michigan:

Lot 5, Muskegon County Airport Business Park, as recorded in Liber 23 of Plats, Pages 96, 97, and 98, Muskegon County Records

Parcel No.: 27-648-000-0005-00
Commonly known as: 500 E. Ellis Road, Norton Shores, Michigan 49441

Improved Property:

The following described premises situated in the City of Norton Shores, County of Muskegon, State of Michigan:

Lot 4, Muskegon County Airport Business Park, as recorded in Liber 23 of Plats, Pages 96, 97, and 98, Muskegon County Records

Parcel No.: 27-648-000-0004-00
Commonly known as: 4927 Stariha Drive, Norton Shores, Michigan 49441
### REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<tr>
<th>COMMITTEE</th>
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<td>Ways &amp; Means</td>
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<td>Public Works</td>
<td>November 7, 2019</td>
<td>Matthew Farrar</td>
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### SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The home located at 7875 Whitehall Road was listed with a local realtor who posted a for-sale sign at the home and listed the home on the MLS site (190496995). There were 12 showings and one offer for $119,500 less closing expenses. The realtor and staff recommend accepting this offer.

In accordance with Board Policy proceeds from the sale of property must go into the Public Improvement Fund which is primarily to be used for capital needs unless the Board approves otherwise. There are several facility related capital items that that the proceeds from the sale of this property could be used for. There are also some carry over items from the FY2019 budget that were approved but will be paid for in FY2020. Attached is a list of the carry over FY2019 items, the FY2020 approved budget items and request for additional facilities capital needs to utilize the remaining proceeds from the sale.

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

Move to accept the offer from Anthony and Mariah Galindo to purchase the County owned home at 7875 Whitehall Road for $119,500 less closing expenses and authorize the Board Chair to sign the purchase agreement and authorize the Public Works Director to sign the closing documents; further authorize the proceeds to be placed in the Public Improvement Fund and authorize the capital expenses from the Public Improvement Fund.

### ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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<tr>
<th>HUMAN RESOURCES ANALYSIS:</th>
<th>FINANCE &amp; MANAGEMENT ANALYSIS:</th>
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<td>Concur B. Dick</td>
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<th>CORPORATE COUNSEL ANALYSIS:</th>
<th>ADMINISTRATOR RECOMMENDATION:</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

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Revised 11/1/19
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<th>Public Improvement Fund</th>
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<tr>
<td>Current Balance 9-30-19</td>
<td>$242,602</td>
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<tr>
<td>APEX Software Equalization</td>
<td>($31,500) Approved in FY2019 Budget</td>
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<tr>
<td>HR Building Roof</td>
<td>($123,000) Approved in FY2019 Budget</td>
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<tr>
<td>Shady Grove Cemetary</td>
<td>($2,500) Approved in FY2019 Budget</td>
</tr>
<tr>
<td>Rebuild &amp; Test Fire Pumps HOJ and Jail</td>
<td>($9,000) Approved in FY2019 Budget</td>
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<tr>
<td>Sheriff Finger Print Machine</td>
<td>($15,495) Approved in FY2019 Budget</td>
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<tr>
<td>Appropriation to General Fund</td>
<td>($100,000) Approved in FY2020 Budget</td>
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<tr>
<td>Net Proceeds from Sale of Home</td>
<td>$103,000 Motion to approve sale</td>
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<tr>
<td>Salt Truck</td>
<td>($8,900) Additional facilities request</td>
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<tr>
<td>Judge Carpet</td>
<td>($16,000) Additional facilities request</td>
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<tr>
<td>South Campus Parking Lot</td>
<td>($28,450) Additional facilities request</td>
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<tr>
<td>West Jail Elevator</td>
<td>($9,000) Additional facilities request</td>
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<tr>
<td>Revenue from Sale of Old Truck</td>
<td>$500 Additional facilities request</td>
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<tr>
<td>Camera work at Jail</td>
<td>($1,233) Additional facilities request</td>
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<tr>
<td>Sheriff Wallpaper</td>
<td>($950) Additional facilities request</td>
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<tr>
<td>Balance</td>
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10/21/2019

Property: **TBD**
MI,

Re: Loan Pre-Approval for Anthony Galindo, Mariah Galindo

We have reviewed the information submitted by the applicants and are pleased to extend loan pre-approval based on the following conditions:

- **Subject Property:** 7875 Whitehall Rd, Whitehall
- **Seller Concessions:** $5800 Estimate
- Acceptable appraisal and all conditions thereof
- Septic & Termite clearance, if applicable to property
- Acceptable title commitment
- Acceptable homeowner’s insurance
- No change in employment, credit status and/or assets or increase in debts
- Additional documentation will be necessary to complete your purchase.

Based upon the information you provided and the credit report obtained, you are hereby pre-approved for a mortgage loan for **100.000%** of the purchase price for a term of **30 years** on a **Fixed Rate Farmers Home Administration loan/Rural Development**.

**THIS IS NOT AN APPROVAL FOR THE LOAN.** Approval of the loan requires the mortgage banker to verify the information provided; that the applicant’s financial status and credit report remain substantially the same until the loan closes; the subject property satisfy lender requirements; and, the applicant execute the lender’s loan documents.

*We look forward to helping you with such an important financial decision.*

Sincerely,

**Angela G Rose, NMLS # 564393**
Mortgage Loan Originator
Direct: 616-604-1928
Fax: 616-935-6836
Email: angela.rose@benchmark.us

Terms and restrictions apply to each individual borrower. Please call for details. This is not a commitment to lend, but a pre-approval based upon information provided to make a reasonable assessment of the future ability to extend credit. Approval must meet all lender requirements including, but not limited to, credit, capacity, and collateral.
WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: October 18, 2019 (time)  MLS# 19049695

SELLING OFFICE: Westshore Property Management BROKER LIC:#. REALTOR® PHONE: (231) 798-6430

LISTING OFFICE: Nexum Realty Muskegon REALTOR® PHONE: (231) 798-3301

1. Effective Date: This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. Agency Disclosure: The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
   - [ ] Agent/Subagent of the Seller  [X] Buyer's Agent  [ ] Dual Agent (with written, informed consent of both Buyer and Seller)
   - [ ] Transaction Coordinator

   Primary Selling Agent Name: Kendra Marshall  Email: rtmymangement.com  Lic.#: 6502390777

   Alternate Selling Agent Name:  Email:  Lic.#:

3. Seller's Disclosure Statement: (This paragraph applies to sales of one-to-four family residential units.)
   - [ ] Buyer has received Seller's Disclosure Statement, dated . Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement with respect to the structural/mechanical/appliance systems prior to closing.
   - [X] Buyer has not received Seller's Disclosure Statement. Buyer may terminate this agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions:

4. Lead-Based Paint Addendum: Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. Property Description: Buyer offers to buy the property located in
   - [ ] City  [ ] Village  [X] Township of
   - [ ] City of Whitehall  [ ] City of Muskegon
   - 7875 Whitehall Road  [ ] St./Ave.  49461  Zip Code, with the following legal or tax description:

   WHITEHALL TOWNSHIP PLAT OF PINWOOD SUBDIVISION LOT 11 SEC 26 T12N R17W

   PP# 610368500000100

   The following paragraph applies only if the Premises include unplatted land:
   Seller agrees to grant Buyer at closing the right to make (insert number) division(s) under Section 106(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 REALTOR® 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 , of the proposed division to create the Premises.

6. Purchase Price: Buyer offers to buy the Property for the sum of $119,500.00 One Hundred Nineteen Thousand, Five Hundred U.S. Dollars

7. Seller Concessions, if any: Seller to pay $5,800 towards buyer closing costs

8. Terms: The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

   SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

   If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer may within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Good-Faith Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

   [ ] CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

   [X] NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a RD type 30 (year) mortgage in the amount of 100.000.00 % of the Purchase Price bearing interest at a rate not to exceed 2.00 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after the Effective Date, not to impair the Buyers' credit after the date such loan if offered.

   [X] Seller will agree to pay an amount not to exceed $200.00 representing repairs required as a condition of financing. Buyer agrees does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.

   [X] Buyer's Initials

   [X] Seller's Initials

   [X] Galindo

   Produced with ziptForm by ziptLogix 18070 Fifteen Mile Road, Fraser, Michigan 40026 www.ziptLogix.com
Exceptions:

☐ SELLER FINANCING (check one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

$____ ________ upon execution and delivery of a form (name or type of form and revision date), a copy of which is attached, wherein the balance of $____ ________ will be payable in monthly installments of $________ or more including interest at _______ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _______ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption

Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately $____ ________) between the Purchase Price above provided and the unpaid balance (approximately $____ ________) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER:

9. Contingencies: The Buyer's obligation to consummate this transaction (check one):

☒ IS NOT CONTINGENT - Is not contingent upon the sale or exchange of any other property by Buyer.

☐ IS CONTINGENT UPON CLOSING - Is contingent upon closing of a sale or exchange of Buyer's property located at:

____________________________________ on or before ____________________________.

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer.

☐ IS CONTINGENT UPON THE SALE AND CLOSING - Is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at __________________________________ on or before ____________________________.

Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's deposit will be refunded. Exceptions:

10. Fixtures & Improvements: The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, including the following: all buildings; landscaping; attached smart home devices; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV's; all attached shelving; all attached cabinet spaces; all attached TV mounting brackets; all attached shelving; all attached cabinet spaces; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for in-ground pools; screens and storm windows and doors; awnings; installed basketball backboards, pole and goal; mailbox; flagpole(s); fencing, invisible in-ground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs, garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; and also includes: stove and refrigerator

but does not include:
11. Heating and Cooking Fuels: Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, the Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. Assessments (choose one):
If the Property is subject to any assessments
☐ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor’s office. Buyer should not assume that Buyer’s future tax bills on the Property will be the same as the Seller’s present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer __________ (year);
☐ Buyer ☐ Seller will pay taxes billed winter __________ (year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.
Fiscal Year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Exceptions:

14. Well/Septic: Within ten (10) days after the Effective Date, the Seller will arrange for, at Seller’s expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller will also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller will arrange for, at Seller’s expense, well and septic inspections (as referenced above) by a qualified inspector, and Seller will have the septic tank(s) pumped at Seller’s expense.

If any report discloses a condition unsatisfactory to Buyer, or doesn’t meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer’s good-faith deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer’s request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller’s receipt of Buyer’s proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer’s expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer’s responsibility and expense. In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.

Investigations: It is Buyer’s responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer’s intended use; (ii) whether Buyer can obtain a homeowner’s insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations are completed within ten (10) days after the Effective Date. If the results of Buyer’s inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer’s good-faith deposit, or make a written proposal to Seller to
correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

16. Municipal Compliances: The Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. Title Insurance: Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An expanded coverage ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within ten (10) days after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a standard ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable good-faith deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

18. Property Survey: Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer ☐ Seller (check one) shall obtain and pay for: a boundary survey, certified to Buyer, with iron corner stakes and with improvements and easements located on a map of survey.

☒ No survey.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon.

Exceptions:

19. Home Protection Plan: Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

20. Prorations: Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. Closing: If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than November 30, 2019. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions:

22. Possession: Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ at ☐ a.m. ☐ p.m. on the ☐ day after completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay the Buyer $ ___________ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages $ ___________ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

7875 Whitetail Rd, Whitehall, MI 49461

10/19/2019

Subject Property Address/Description

Buyer's Initials

Seller's Initials

Date

Time

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Revision Date 2/19

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If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

23. Good-Faith Deposit: For valuable consideration, Buyer gives Seller until 5:00 pm on October 21, 2019, to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. A Good-Faith Deposit in the amount of $500.00 shall be submitted hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Good-Faith Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Good-Faith Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Good-Faith Deposit. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement, the Broker holding the deposit will notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If the parties do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if a party objects to a mutually agreeable disposition, any such objections shall be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by the parties. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys’ fees and expenses incurred in connection with any interpleader action instituted.

24. Professional Advice: Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether 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.

25. Disclosure of Information: Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

26. Other Provisions:
$295 Administration fee to be paid by buyer to Westshore Property Management at time of closing.

27. Mergers and Integrations: This Agreement is the final expression of the complete agreement of the parties and there are no oral agreements existing between the parties relating to this transaction. This Agreement may be amended only in writing signed by the parties and attached to this Agreement.

28. Fax/Electronic Distribution and Electronic Signatures: The parties agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. The parties further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures.

29. Wire Fraud: Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), even if electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. DO NOT use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

30. Buyer’s Acknowledgment: Buyer hereby acknowledges receipt of a copy of this Agreement.

X Anthony Galindo
Buyer 1 Address

X Mariah Galindo
Buyer 2 Address

Print name as you want it to appear on documents.

Anthony Galindo
Buyer 1 Phone: (Res.)

Mariah Galindo
Buyer 2 Phone: (Res.)

7875 Whitehall Rd, Whitehall, MI 49461

Print name as you want it to appear on documents.

10/18/2019
Date

10/18/2019
Time

Buyer’s initials

Buyer’s initials

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Revision Date 2/18
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31. **Seller's Acceptance:** The Above Offer is Hereby Accepted:  
☐ As written.  ☐ As written except:  

Counteroffer, if any, expires _______ at _______. (time), Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

32. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _______ (check one): ☐ Yes ☐ No. Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.

33. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. The parties to the transaction are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

880 W Broadway Ave  

34. **Listing Office Address:** Muskegon, MI 49441  
Listing Broker License #  
Listing Agent Name: Michael Lonsee  
Listing Agent License #  

35. **Seller's Acknowledgment:** Seller has read this Agreement and acknowledges receipt of a copy.

X ___________________________ Seller  
U.S. Citizen? ☐ Yes ☐ No*  
Print name as you want it to appear on documents.

Seller’s Address ___________________________  

X ___________________________ Seller  
U.S. Citizen? ☐ Yes ☐ No*  
Print name as you want it to appear on documents.

Seller’s Phone: (Res.) ___________________________ (Bus.) ___________________________  
*If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

DATE: ___________________________ (time)

36. **Buyer’s Receipt/Acceptance:** Receipt is hereby acknowledged by Buyer of Seller’s acceptance of Buyer’s offer. In the event the acceptance was subject to certain changes from Buyer’s offer, Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

X ___________________________ Buyer  

X ___________________________ Buyer

DATE: ___________________________ (time)

37. **Seller’s Receipt:** Seller acknowledges receipt of Buyer’s acceptance of counter offer.

X ___________________________ Seller  

X ___________________________ Seller

7875 Whitehall Rd, Whitehall, MI 49461  
10/10/2019  
Date  
Time

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Revision Date 2/19  
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# Estimate of Seller's Net Equity

**Prepared for:** Muskegon County  
**Date:** 10/21/2019  
**Agent Prepared**

**Property Address:** 7875 Whitehall Rd

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Selling Price</strong></td>
<td>$119,500.00</td>
</tr>
<tr>
<td><strong>Estimated Mortgage Balance (does not include accrued interest)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Additional Payoff</strong></td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Net Before Expenses</strong></td>
<td>SUBTOTAL $119,500.00</td>
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**LESS: CLOSING EXPENSES**

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Revenue Stamps</td>
<td>$1,027.70</td>
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<tr>
<td>Title Charges</td>
<td>$894.23</td>
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<tr>
<td>Calendar Year Tax Proration</td>
<td>$ -</td>
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<tr>
<td>Special Assessments</td>
<td>$ -</td>
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<tr>
<td>City Code Inspection</td>
<td>$ -</td>
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<tr>
<td>Pest Inspection</td>
<td>$ -</td>
</tr>
<tr>
<td>Water/Septic Evaluation</td>
<td>$500.00</td>
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<tr>
<td>Septic Pumping</td>
<td>$500.00</td>
</tr>
<tr>
<td>Survey</td>
<td>$ -</td>
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<tr>
<td>Processing Fee</td>
<td>$395.00</td>
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<tr>
<td>Brokerage Fee</td>
<td>$7,170.00</td>
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<tr>
<td>Closing and Recording Fees</td>
<td>$300.00</td>
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<tr>
<td>Closing Cost Allowance</td>
<td>$5,800.00</td>
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<tr>
<td>Misc.</td>
<td>$475.00 Admin</td>
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<td>Misc.</td>
<td>$ -</td>
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<tr>
<td><strong>TOTAL ESTIMATED CLOSING EXPENSES</strong></td>
<td>$17,061.93</td>
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**SELLER'S ESTIMATED NET EQUITY***  

* $102,438.07

*Less any mortgage payoff

The figures shown are preliminary calculations and should be used for planning only. These figures are estimates and are not exact, thereby removing Nexes Realty from liability.

Prior to the actual closing there may be additional costs that might be your responsibility.

Seller(s) Signature(s)
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>BUDGETED</th>
<th>NON-BUDGETED</th>
<th>PARTIALLY BUDGETED</th>
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<tr>
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<th>REQUESTING DEPARTMENT</th>
<th>COMMITTEE</th>
<th>DATE</th>
<th>REQUESTOR SIGNATURE</th>
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<tbody>
<tr>
<td>Public Works</td>
<td></td>
<td>November 7, 2019</td>
<td>Matthew Farrar</td>
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**SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)**

West Michigan Shoreline Regional Development Commission has a commitment from NOAA to fund a new and different type of water control system at Veterans Memorial Park. This commitment is contingent on the Cities of Muskegon and North Muskegon along with the County to purchase the pump needed for the water control system.

Staff proposes to equally split the cost of the pump, which is estimated to cost $72,700, between the County, and the Cities of Muskegon and North Muskegon (parties). NOAA would cover the remaining cost of the project which is estimated to be $499,804 if the parties agree to cover the cost of the pump. Therefore the County’s share would be $24,233. Upon consulting with Michael Baauw, Department of Veterans Affairs Program Coordinator, there are sufficient reserves within the Department’s budget to cover the County’s portion of the park improvement.

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

Move to approve the payment of $24,233 from the Department of Veterans Affairs fund (2930) toward the cost of the proposed water control structure at Veterans Memorial Park contingent on equal commitment from the Cities of Muskegon and North Muskegon and amend the budget accordingly.

**ADMINISTRATIVE ANALYSIS (AS APPLICABLE)**

<table>
<thead>
<tr>
<th>HUMAN RESOURCES ANALYSIS:</th>
<th>FINANCE &amp; MANAGEMENT ANALYSIS:</th>
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<tbody>
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<td></td>
<td>BNP</td>
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</table>

<table>
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<tr>
<th>CORPORATE COUNSEL ANALYSIS:</th>
<th>ADMINISTRATOR RECOMMENDATION:</th>
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</thead>
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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

<table>
<thead>
<tr>
<th>AGENDA DATE:</th>
<th>AGENDA NO:</th>
<th>BOARD DATE:</th>
<th>PAGE NO.</th>
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<tr>
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<td>11/14/19</td>
<td>11/12/19</td>
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Revised 10/29/19