

**STATE OF MICHIGAN
LAND BANK FAST TRACK AUTHORITY BOARD MEETING
(MLBFTA)**

Wednesday – March 20, 2019 9:00 A.M.

Michigan Land Bank Fast Track Authority Grand River Conference Room

Members Present:

Ronald Smedley, Acting Chair
Michael Turnquist
Laura Mester

Members Absent:

Jeremy Hendges
Shelbi Frayer

AG Office – Erik Graney

Staff Present:

Josh Burgett
Patrick Ennis
Jeff Huntington
Jim Tischler
Brian Woodin
Linda Horak
Jennifer Quinlivan
Adam Robach (Contractor)
Carolyn Latin-Smith

I: Call to Order

In the absence of the Chairperson and Vice Chairperson, a motion was made by Michael Turnquist and supported by Laura Mester to designate Ronald Smedley the temporary Chairperson to preside at this meeting. Motion carried without dissent. The Chair called the meeting to order at 9:07 a.m.

II: Roll Call

Roll Call taken - quorum established.

III: Chair Smedley asked for Public Comments. None offered.

IV: Approval of Agenda

A motion was made by Michael Turnquist and supported by Laura Mester to approve the Agenda as presented. Motion carried without dissent.

V: Approval of Meeting Minutes from September 19, 2018

A motion was made by Laura Mester and supported by Michael Turnquist to approve the minutes of September 19, 2018 as received. Motion carried without dissent.

VI: Presentation by the City of Grand Rapids

Chair Smedley introduced Eric DeLong, deputy city manager for the City of Grand Rapids. Mr. DeLong acknowledged and introduced representatives of the City accompanying him, Rosalynn Bliss, Joseph Jones, Mark Washington, Kara Wood. He commented on the wind-down efforts currently underway at the Kent County Land Bank Authority (KCLBA), as well as the City's desire

to replicate KCLBA services, with the assistance of the MLBFTA. Board members and representatives of the City engaged in a discussion of these services and related matters. Given the pending dissolution of the KCLBA, it was determined that any agreement between the City and the MLBFTA would need to be finalized by Fall 2019. The Board directed MLB staff to engage in further discussions with the City, and if productive, return to the Board with a recommended proposal.

VII: Director's Report

The Director informed the Board that he will be resigning and leaving his position effective April 19, 2019. The Board members thanked Mr. Burgett for his service and efforts on behalf of the MLB.

The Director then reviewed the matters and materials provided in the Board packet.

At 9:38 Michael Turnquist stepped out of the meeting. He returned at 9:40.

VIII: Land Bank Housing Development Loan Program Update

a. Resolution – Land Bank Housing Development Loan Program

Josh Burgett provided the Board with information on this agenda item and the proposed Resolution 2019-01. Discussion followed.

The motion was made by Laura Mester to amend the proposed Resolution 2019-1 by increasing the holdback for the operating budget to two years. Supported by Michael Turnquist. Motion to amend carried without dissent. The motion was then made by Laura Mester to approve the amended Resolution No. 2019-1 – Amended Authorization to Land Bank Housing Development Loan Program. Supported by Michael Turnquist. Motion to amend carried without dissent. The Director noted that the board will receive monthly updates on the program.

IX: MITC Redevelopment Authority

a. Resolution – Act 8 Transfer Agreement

Josh Burgett provided the Board with information on this agenda item which is a culmination of efforts authorized by this Board in Resolution 2018-6. Chair Smedley welcomed Jarrod Smith, attorney with Dykema Gossett, to address the Board. Mr. Smith discussed the activities involved in forming the MITC Brownfield Redevelopment Authority and its actions on January 28, 2019 to approve the Transfer Contract by concurrent resolution pursuant to 1967 PA 8. The Transfer Contract is attached to the proposed Resolution 2019-2, Concurrent Resolution of the Governing Bodies of the Michigan International Technology Center Redevelopment Authority and the Michigan Land Bank Fast Track Authority Approving the Forms and Terms of a Transfer Contract Under 1967 (Ex Sess) PA 8, As Amended, MCL 124.531 to 124.536 ("Act 8"). Discussion between the Board and Mr. Smith and Mr. Tischler regarding these matters followed. A motion was made by Laura Mester and supported by Michael Turnquist to approve Resolution 2019-2. Motion carried without dissent.

Pursuant to 1967 PA 8, MCL 124.533(b), the terms of the Transfer Contract are as follows:

TRANSFER CONTRACT

This transfer contract is between the MICHIGAN INTERNATIONAL TECHNOLOGY CENTER REDEVELOPMENT AUTHORITY, a Michigan public body corporate (the “**MITC Authority**”) and the MICHIGAN LAND BANK FAST TRACK AUTHORITY, a Michigan public body corporate and politic (the “**State Authority**”).

The MITC Authority is a public body corporate created pursuant to the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 125.501 to 125.512, by an interlocal agreement between the Charter Township of Northville Brownfield Redevelopment Authority (the “**Northville Authority**”) and the Plymouth Township Brownfield Redevelopment Authority (the “**Plymouth Authority**”) for the purpose of jointly exercising the powers of the two brownfield redevelopment authorities under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended, MCL 125.2651 to 125.2670 (“**Act 381**”).

The State Authority is a public body corporate and politic created by section 15 of the Land Bank Fast Track Act, 2003 PA 258, as amended, MCL 124.765. The State Authority is an authority for purposes of the Land Bank Fast Track Act, 2003 PA 258, as amended, MCL 124.751 to 124.774 (“**Act 258**”).

Both the MITC Authority and the State Authority are a “political subdivision” as that term is defined under 1967 (Ex Sess) PA 8, as amended, MCL 124.531 to 124.536 (“**Act 8**”).

The MITC Authority wants to transfer some of its functions and responsibilities relating to the adoption and implementation of one or more brownfield redevelopment plans for property (the “**MITC Property**”) located in the Charter Township of Northville (“**Northville**”) and the Charter Township of Plymouth (“**Plymouth**”) that is part of a redevelopment project commonly known as the Michigan International Technology Center (the “**MITC**”) located within the geographic area described at exhibit A.

The State Authority wants to support the MITC and the redevelopment of the MITC Property.

To facilitate these activities, the parties want to enter into a contract with each other providing for the transfer of functions and responsibilities under Act 8.

The parties therefore agree as follows:

1. **Transfers.** (a) The following functions and responsibilities of the MITC Authority relating to MITC Property are hereby transferred from the MITC Authority to the State Authority:

(1) employing and fixing the compensation of a director for the MITC Authority pursuant to section 6 of Act 381, MCL 125.2656, subject to the approval of the board created under section 8, with the director serving at the pleasure of the State Authority as the chief officer of the MITC Authority and performing the functions of a director under section 6 of Act 381, MCL 125.2656, including all of the following:

- (A) acting on behalf of the MITC Authority with respect to the oversight of any plans approved pursuant to Act 381;
- (B) overseeing the financial operations of the MITC Authority, including the preparation of budgets and providing for any audits;

- (C) negotiating and securing funding for purposes of the MITC and related projects and brownfield plans;
 - (D) negotiating reimbursement, interlocal and other agreements with respect to the MITC and related projects and brownfield plans;
 - (E) overseeing disbursements from secured financing, including for the reimbursement of eligible costs;
 - (F) coordinating projects and personnel among projects and brownfield plans; and
 - (G) any other functions of a director under section 6 of Act 381, MCL 125.2656;
- (2) the functions and responsibilities of the MITC Authority relating to a fidelity bond pursuant to section 6(1) of Act 381, MCL 125.2656(1);
 - (3) employing and retaining personnel and consultants pursuant to section 6(4) of Act 381, MCL 125.2656(4); and
 - (4) incurring expenses and expending money to pay or reimburse a public or private person for costs relating to the functions and responsibilities transferred to the State Authority under this section 1(a).

(b) The MITC Authority shall provide assistance to the State Authority in performing the functions and responsibilities transferred to the State Authority under this section 1 as requested by the State Authority.

(c) The State Authority may exercise the functions and responsibilities transferred under section 1(a) in coordination with other functions and responsibilities of the State Authority under Act 258 and other state law in a manner consistent with the purposes of this contract.

(d) A director employed under section 1(a)(1) will be the chief officer of the MITC Authority for purposes of section 6(1) of Act 381, MCL 125.2656(1) and the chief administrative officer of the MITC Authority for purposes of the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 124.421 to 124.440a, and the Freedom of Information Act, 1976 PA 446, as amended, MCL 15.31 to 15.246. The director shall supervise and be responsible for the preparation of plans and the performance of functions of the MITC Authority in the manner authorized by Act 381, subject to the supervision of the board created under section 8 and any approvals required by the MITC Authority under Act 381 or this contract.

(e) A director employed under section 1(a)(1) shall, if required by the MITC Authority, furnish a fidelity bond by posting a bond in the amount, if any, specified in the resolution establishing the MITC Authority. The bond must be payable to the State Authority and the MITC Authority for the use and benefit of the State Authority and the MITC Authority, approved by the Act 8 Board, and filed with the secretary of the State Authority, the secretary of the MITC Authority, the clerk of Northville, and the clerk of Plymouth. Pursuant to section 6(1) of Act 381, MCL 125.2656(1), the premium on the bond will be an operating expense of the MITC Authority.

(f) Each quarter, or as otherwise requested by the MITC Authority, a director employed under section 1(a)(1) shall report to the board of the MITC Authority (1) on actions taken by

the director under this contract during the prior quarterly period, and (2) as otherwise requested by the board of the MITC Authority.

(g) The parties acknowledge, except as explicitly provided in this contract, that the functions and responsibilities of the board of the MITC Authority under Act 381 for the approval of brownfield plans, contracts, agreements, reimbursement agreements, and financing documents, and for approval of costs, expenses, and disbursement of money by the board of the MITC Authority are not transferred to the State Authority by this contract.

2. **Effective Date.** The effective date of this contract is the date this contract is filed with the secretary of state under section 16 (the “**Effective Date**”).

3. **Term of Operation.** The term of operation of this contract begins on the Effective Date and ends on the earliest of either of the following:

- (1) the termination of this contract under section 9; or
- (2) September 30, 2049.

4. **Employees.** (a) The State Authority shall function as the employer of personnel and staff needed for any functions or responsibilities retained by or transferred to the State Authority under this contract. The parties intend that nothing in Act 8 or this contract create an employment relationship between the MITC Authority and any employee of the State Authority. Employees of the State Authority performing functions or responsibilities under this contract will be eligible to participate in the State Employees Retirement System and receive employment benefits in the same manner as other state employees employed by the State Authority. Personnel or staff employed by the State Authority to perform services under this contract will be subject to any applicable rules and regulations of the Michigan Civil Service Commission.

(b) The MITC Authority shall function as the employer of personnel and staff needed for any functions or responsibilities retained by or transferred to the MITC Authority under this contract. The parties intend that nothing in Act 8 or this contract create an employment relationship between the State Authority and any employee of the MITC Authority.

5. **Property.** (a) The State Authority shall use its real property, facilities, equipment, and other personal property when performing the functions and responsibilities transferred to the State Authority by this contract.

(b) The parties acknowledge that no real property, facilities, equipment, or other personal property of the MITC Authority is required for the State Authority to perform the functions and responsibilities of the State Authority by this contract.

(c) Property owned or under the control of the State Authority pursuant to this contract or otherwise, including MITC Property, is both “**Eligible Property**” (as defined in section 2(p) of Act 381, MCL 125.2652(p)) and “**Blighted**” (as defined in section 2(c) of Act 381, MCL 125.2652(c)), and the sale, lease or transfer of that property by the State Authority after inclusion in any Brownfield Plan will not result in the loss to that property of the status of Blighted property for purposes of Act 381.

(d) The parties acknowledge all of the following:

- (1) that to fully implement a “**Brownfield Plan**” for the MITC Property adopted by the MITC Authority it may be necessary for Northville or Plymouth, or both, to transfer real property owned or under the control of Northville or Plymouth, or both, that also is MITC Property to the State Authority to be controlled by the State Authority for a period of time;
- (2) that any transfer of real property from Northville to the State Authority must occur pursuant to a separate agreement between Northville and the State Authority;
- (3) that any transfer of real property from Plymouth to the State Authority must occur pursuant to a separate agreement between Plymouth and the State Authority; and
- (4) that it may be necessary to amend this contract if Northville or Plymouth, or both, transfer real property to the State Authority.

6. **Financing.** (a) The MITC Authority shall reimburse the State Authority for the costs incurred by the State Authority in performing the functions and responsibilities transferred by the MITC Authority to the State Authority under this contract (including costs for posting any fidelity bond required by section 6(1) of Act 381, MCL 125.2656(1)), from sources identified in section 11 of Act 381, MCL 125.2661, including “**Tax Increment Revenues**” (as defined in section 2(ss) of Act 381, MCL 125.2652(ss)), under a Brownfield Plan, subject to any limitations on the use of Tax Increment Revenues under section 13b of Act 381, MCL 125.2663b. The obligation of the MITC Authority to reimburse the State Authority under this section 6 is an obligation only of the MITC Authority from its available money, including Tax Increment Revenue, and is not an obligation of Plymouth or Northville.

(b) When exercising the functions and responsibilities transferred to the State Authority under this contract, the State Authority may transfer money of the State Authority to the MITC Authority or to another person or entity on behalf of the MITC Authority in anticipation of repayment by the MITC Authority.

(c) The State Authority may accept grants or donations, property, labor, or other things of value in connection with the performance of functions and responsibilities transferred to the State Authority under this contract.

(d) The State Authority shall assist the MITC Authority in securing financial assistance to support projects, including one or more of the following:

- (1) any approval of a brownfield plan approval by the Michigan Strategic Fund (the “**MSF**”), the Michigan Economic Development Corporation (the “**MEDC**”), or the Michigan Department of Environmental Quality (the “**DEQ**”) required under Act 381;
- (2) any brownfield redevelopment program grant or loan issued by the MDEQ under Part 195, 196, or 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.19501 to 324.19513, 324.19601 to 324.19616, or 324.20101 to 324.20142;
- (3) other financial assistance from the MSF or the MEDC, or both, including assistance under the Business Development Program, the Community Revitalization Program, or the Jobs for Michigan Program pursuant to the Michigan Strategic Fund Act, 1984 PA 270, as amended MCL 125.2001 to 125.2094

- (4) the transportation economic development fund created under the Transportation Economic Development Fund Act, 1987 PA 231, as amended, MCL 247.901 to 247.913;
- (5) revenue payable to the State Authority under section 5(4)(b) of the Tax Reverted Clean Title Act, 2003 PA 260, as amended, MCL 211.1025(4)(b);
- (6) other locally-approved tax abatements, including those subject to approval by the State Tax Commission; or
- (7) any federal grant, loan, or other assistance programs.

7. **Management and Direction.** The parties acknowledge that subject to the supervision of the execution of this contract by the Act 8 Board, the State Authority has the responsibility, authority, and right to manage and direct on behalf of the public the functions and responsibilities performed by the State Authority under this contract and that the MITC Authority has the responsibility, authority, and right to manage and direct on behalf of the public the functions and responsibilities performed by the MITC Authority under this contract.

8. **Act 8 Board.** (a) A three-member joint board to be known as the "MITC Transfer Contract Supervisory Board" (the "**Act 8 Board**") is hereby established pursuant to section 5 of Act 8, MCL 124.535, to supervise the execution of this contract as provided in this section 8.

(b) The State Authority shall appoint one officer or employee of the State Authority as a member of the Act 8 Board. The MITC Authority shall appoint one officer or employee of the MITC Authority representing Northville as a member of the Act 8 Board. The MITC Authority shall appoint one officer or employee of the MITC Authority representing Plymouth as a member of the Act 8 Board.

(c) A member of the Act 8 Board appointed under section 8(b) serves at the pleasure of the member's appointing authority. If a member vacates the Act 8 Board, the vacancy must be filled in the same manner as the original appointment.

(d) The Act 8 Board shall act by the unanimous consent of its three members.

(e) The Act 8 Board shall comply with the applicable requirements of the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.j.

(f) The Act 8 Board may adopt bylaws for the conduct of its affairs.

(g) A director employed under section 1(a)(1), or the director's delegate, shall attend the meetings of the Act 8 Board and regularly report to the Act 8 Board on the director's activities.

(h) The execution by the State Authority of functions and responsibilities of the MITC Authority transferred to the State Authority under section 1(a) are subject to supervision by the Act 8 Board. The Act 8 Board shall transact necessary business with the State Authority and may require the State Authority to provide the Act 8 Board with information relating to the State Authority's execution of functions and responsibilities of the MITC Authority transferred to the State Authority under 1(a). The Act 8 Board shall approve both of the following:

- (1) the employing of a director for the MITC Authority by the State Authority under section 1(a)(1); and

(2) any request by the State Authority for reimbursement by the MITC Authority under section 6(a).

9. **Termination.** (a) Subject to section 9(b), this contract terminates before September 30, 2049 upon the occurrence of one or more of the following:

- (1) joint action by the MITC Authority and the State Authority;
- (2) written notice of termination from the MITC Authority to the State Authority at least one year before the date of termination in the notice from the MITC Authority; or
- (3) written notice of termination from the State Authority to the MITC Authority at least one year before the date of termination in the notice from the State Authority.

(b) An obligation of the MITC Authority to pay money to the State Authority under this contract not paid when this contract is terminated will survive the termination.

10. **Modification; Waiver.** No amendment of this contract will be effective unless it is in writing, approved by the governing body of each party, and signed by each party. No waiver under this contract will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on another occasion.

11. **Notice.** (a) For a notice or other communication under this contract to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by registered or certified mail, return receipt requested and postage prepaid.

(b) Subject to section 11(d), a valid notice or other communication under this contract will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

- (1) If it is delivered by hand, delivered by a national transportation company (with all fees prepaid), or delivered by a registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
- (2) If the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section 11.

To MITC Authority: Michigan International Technology Center
Redevelopment Authority
44405 Six Mile Road
Northville, MI 48168
Attention: Chairperson

To State Authority: Michigan Land Bank Fast Track Authority
105 W. Allegan Street
Lansing, MI 48933

Attention: Director

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

12. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract they would want the court to interpret this contract as follows:

- (1) by recognizing that the parties intend for the exercise by the State Authority of functions and responsibilities pursuant to this contract be considered an essential governmental function and benefit to, and a legitimate public purpose of the State of Michigan, the MITC Authority, the State Authority, the Northville Authority, the Plymouth Authority, Northville, and Plymouth, consistent with section 4(5) of Act 381, MCL 125.2654(5).
- (2) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable, or, if that modification is not permitted by law, by disregarding that provision;
- (3) if an unenforceable provision is modified or disregarded in accordance with this section 12, then the rest of the contract will remain in effect as written;
- (4) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (5) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this contract, by holding the entire contract, other than an obligation of the MITC Authority to pay money to the State Authority under this contract, unenforceable.

13. **Counterparts.** If the parties sign this contract in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

14. **Governing Law.** Michigan law governs all adversarial proceedings brought by one party against the other party arising out of this contract.

15. **Entire agreement.** This contract constitutes the entire understanding between the parties with respect to the subject matter of this contract and supersedes all other agreements, whether written or oral, between the parties.

16. **Effectiveness; Date.** This contract will become effective once all parties have approved it, signed it, and a copy is filed with the secretary of state. The date of this contract will be the date this contract is signed by the last party to sign it (as indicated by the date associated with that party's signature). If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this contract, and the other party may inscribe that date as the date associated with the signing party's signature.

Each party is signing this contract on the date stated opposite that party's signature.

[SIGNATURE PAGES FOLLOW]

MICHIGAN INTERNATIONAL TECHNOLOGY
CENTER REDEVELOPMENT AUTHORITY

Date: _____, 2019

By: _____
[signature]

Name: _____

Its: _____
[title]

CERTIFICATION

I, _____, secretary of the Michigan International Technology Center Redevelopment Authority hereby certify all of the following:

- (1) that this contract was approved and the signing of the contract by the _____ of the Michigan International Technology Center Redevelopment Authority was authorized on behalf of the Michigan International Technology Center Redevelopment Authority by a resolution adopted at a _____ meeting of the Michigan International Technology Center Redevelopment Authority held on _____, 2019;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____, 2019

[signature]

[printed name]
Secretary

MICHIGAN LAND BANK FAST TRACK AUTHORITY

Date: _____, 2019

By: _____

Josh Burgett
Director

CERTIFICATION

I, _____, director of the Michigan Land Bank Fast Track Authority hereby certify all of the following:

- (1) that this contract was approved and the signing of the contract by the director of the Michigan Land Bank Fast Track Authority was authorized on behalf of the Michigan Land Bank Fast Track Authority by a resolution adopted at a _____ meeting of the Michigan Land Bank Fast Track Authority held on _____, 2019;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____, 2019

Josh Burgett
Director

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EXHIBIT A

DESCRIPTION OF GEOGRAPHIC AREA OF
MICHIGAN INTERNATIONAL TECHNOLOGY CENTER

[See attached]

Mr. Smith brought to the Board's attention that in the Transfer Contract, Section 8(b), the MLB needs to appoint an officer or employee of the MLB as a member of the MITC Transfer Contract Supervisory Board. After discussion, Laura Mester made a motion that the MLB Director or designee serve as the MLB's appointee to the MITC Transfer Contract Supervisory Board, which was supported by Michael Turnquist. Motion carried without dissent.

X: **Litigation Update**

Patrick Ennis, General Counsel, provided the board with information on pending litigation.

XI: **Historic Board Meeting Update**

Josh Burgett provided the board with information on this agenda item. At the May 2017 Board meeting, the Board requested that MLB staff review its records and Board files to determine if any housekeeping items or similar actions must be addressed or taken in light of the Board of Directors abolishment and subsequent absence. After a review, staff has located Agendas but no proposed minutes for the February 6, 2014 and June 24, 2014 meetings. After discussion, the Board requested that the Attorney General's Office provide it with an opinion on what actions the Board may and should take regarding this issue.

XII: **Amend the Agenda**

Mr. Graney recommended that the Board amend the approved Agenda to reflect an item 9.b Appointment of MLB representative to MITC Transfer Contract Supervisory Board. The motion was made by Michael Turnquist to amend the Agenda by adding item 9.b Appointment of MLB representative to MITC Transfer Contract Supervisory Board. Supported by Laura Mester. Motion to amend the Agenda carried without dissent. The motion was then made by Michael Turnquist to approve the amended Agenda. Supported by Laura Mester. Motion to approve the amended Agenda carried without dissent.

XIII: **Adjournment**

The motion to adjourn was made by Laura Mester and supported by Michael Turnquist. Motion carried without dissent. Meeting adjourned at 11:16 a.m.