

RESOLUTION NO. 2026040

RE: AUTHORIZATION TO ACQUIRE IN FEE, REAL PROPERTY OWNED
BY OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK
IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF
NORTH EAST, VILLAGE OF MILLERTON

Legislators VALDÉS SMITH, ALEXANDER, BRENDLI, DRAGO, LAWLER, RHODES,
SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the County is the owner of County Route 62 (Maple Avenue) and is
responsible for the maintenance and improvement of same, and

WHEREAS, by Resolution No. 2024206, Dutchess County assumed lead agency status for
a proposed sidewalk improvement project to CR 62 (Maple Avenue), in the Town of North East,
Village of Millerton (the "Project"), which Project includes the acquisition of various properties,
and

WHEREAS, by Resolution No. 2024206, Dutchess County further determined that this
Project is classified as an Unlisted Action pursuant to Article 8 of the Environmental Conservation
Law and Part 617.6 of the NYCRR (SEQRA) and will not result in significant adverse impacts,
and

WHEREAS, because the parties reached an impasse in negotiating the purchase of property
needed for this Project, this Legislature in Resolution No. 2025167 authorized the Commissioner
of Public Works on behalf of Dutchess County to commence condemnation proceedings pursuant
to Eminent Domain Procedure Law for the acquisition in fee of real property owned by Obsidian
ML 5, LLC located at 97 Route 44, Town of North East, Village of Millerton, described as
approximately 1,530.77 +/- square feet, on Map No. 5 of Tax Grid No. 133801-7271-15-504270-
0000, and

WHEREAS, despite receiving authorization to condemn, the parties continued
negotiations regarding the purchase of the needed property, and now Obsidian ML 5, LLC and the
Department of Public Works ("DPW") desire to enter an Agreement to Purchase Real Property
between the County and the property owner, a copy of which is annexed hereto, and

WHEREAS, DPW has recommended that the subject property be purchased for the sum of
\$20,101.40 plus authorization to spend up to \$1,000 in related expenses, if any, and that the terms
and conditions of the Agreement be carried forth, now therefore, be it

RESOLVED, that the County Executive or her designee is authorized to execute the
Agreement to Purchase Real Property in substantially the same form as annexed hereto along with
any other necessary documents in connection with this acquisition, and be it further

RESOLVED, that upon the receipt from the property owner of an executed Deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of \$20,101.40 and up to \$1,000 in related expenses, if any, for such conveyance, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-021-26
AMS/tjw
R-1079-D
02/02/2026
Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date March 12, 2026

STATE OF NEW YORK
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of March, 2026, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 11th day of March, 2026.



[Signature]
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent
Present: <u>20</u>	Resolution: _____	Total: <u>20</u>	<u>0</u>
Absent: <u>5</u>	Motion: <u>Atkins / Munn</u>	Yes	No
Vacant: <u>0</u>		Abstentions: _____	

CONSENT AGENDA

2026025 - Bond Resolution Dated March 9, 2026

2026031 - Amending the 2026 Adopted County Budget (Opioid Settlement Fund)

2026032 - Amending the 2026 Adopted County Budget (OSF - Assisted Outpatient Treatment)

2026036 - Authorizing Amendment of Funding Under Trade Adjustment Act

2026040 - Acquire Real Property Owned by Obsidian

2026041 - Maintenance Agreement with Town of Amenia and Harlem Valley Rail Trail

2026042 - Persons Required to File and Annual Statement of Financial Disclosure

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Robert H. Balkind, P.E., Commissioner

FROM: Matthew W. Davis, Assistant Civil Engineer I *MD*

DATE: January 22, 2026

**RE: RESOLUTION REQUEST TO ACQUIRE IN FEE, REAL PROPERTY OWNED
BY OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK
IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF
NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NY**

The Department of Public Works is seeking authorization to acquire in fee a 1,530.77 +/- square foot parcel of real property described on Map 5, Parcel 5, for the purchase price of \$20,101.40.

This fee parcel is a portion of the property located at 97 Route 44, Millerton, NY 12546, with the parcel number (133801-7271-15-504270-0000)

The subject project is an Unlisted Action pursuant to 617.6 of the State Environmental Review Act (SEQRA) and will not result in any significant adverse impacts.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 20,101

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$20,101
Over Five Years: _____

Additional Comments/Explanation:

RESOLUTION REQUEST TO ACQUIRE IN FEE, REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis

MD

Prepared On: 1/22/26

MD

AGREEMENT TO PURCHASE REAL PROPERTY

Project: SIDEWALK IMPROVEMENTS, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

This Agreement by and between OBSIDIAN ML 5, LLC, a Delaware Limited Liability Company, with an address at 11995 El Camino Road, San Diego, CA. 92130, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer".

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey, all right, title and interest via quitclaim deed to a 1,530.77 +/- square foot parcel of real property located at 97 Route 44, Millerton, NY 12546, for the purpose of Buyer constructing a new sidewalk at Buyer's sole cost and expense, being further described on Map 5, Parcel 5, attached hereto.

Being a portion of those same lands described in that certain deed dated May 15, 2023 and recorded August 28, 2023 as Document Number 02 2023 2634, in the Office of the County Clerk for Dutchess County, re: Parcel Number (133801-7271-15-504270-0000).

2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Agreement: Lawn area and five deciduous trees.
3. **ADMINISTRATIVE SETTLEMENT AMOUNT.** \$1,827.40
4. **PURCHASE PRICE.** The total purchase price is TWENTY THOUSAND ONE HUNDRED ONE AND 40/100 DOLLARS (\$20,101.40). This price includes the real property described in paragraph 1, the improvements described in paragraph 2 and the administrative settlement amount in paragraph 3.
5. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Quitclaim Deed.** Buyer will prepare and deliver to the Seller for execution at the time of closing a quitclaim deed required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.
6. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as mutually agreed by Buyer and Seller, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Seller shall have the right to review

and approve all proposed curative actions. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to reasonably cooperate with Buyer in Buyer's curative action activities. The Seller shall be responsible for the cost to satisfy liens and mortgages created by the Seller and identified by the Buyer, provided such liens do not exceed Five Thousand Dollars (\$5,000.00). Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller, at Seller's sole discretion, may elect to satisfy the liens and mortgages created by Seller from another source of funds or dispute the validity of such liens.

7. **RECORDING COSTS AND CLOSING ADJUSTMENTS.** Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current property taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; current common charges or assessments.
8. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
9. **ENTIRE AGREEMENT.** This Agreement when signed by both the Buyer and the Seller will be the record of the complete Agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
10. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt when sent via certified mail, return receipt requested, or email with confirmation of receipt to the addresses set forth in the opening paragraph of this Agreement. Any notices relating to this Agreement may be given by the attorneys for the parties, provided proper notice addresses are maintained.
12. **CLOSING DATE AND PLACE.** Transfer of title shall take place through the mail. This Agreement may be subject to the approval of the Dutchess County Legislature.
13. **COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted

by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision dose not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this _____ day of _____ 2026, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

SELLER: _____
Authorized Agent

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:

Department of Public Works



COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 1 OF 3

Originals of this map (sheets 1 through 3)
are on file at the offices of the
Dutchess County Department of
Public Works.

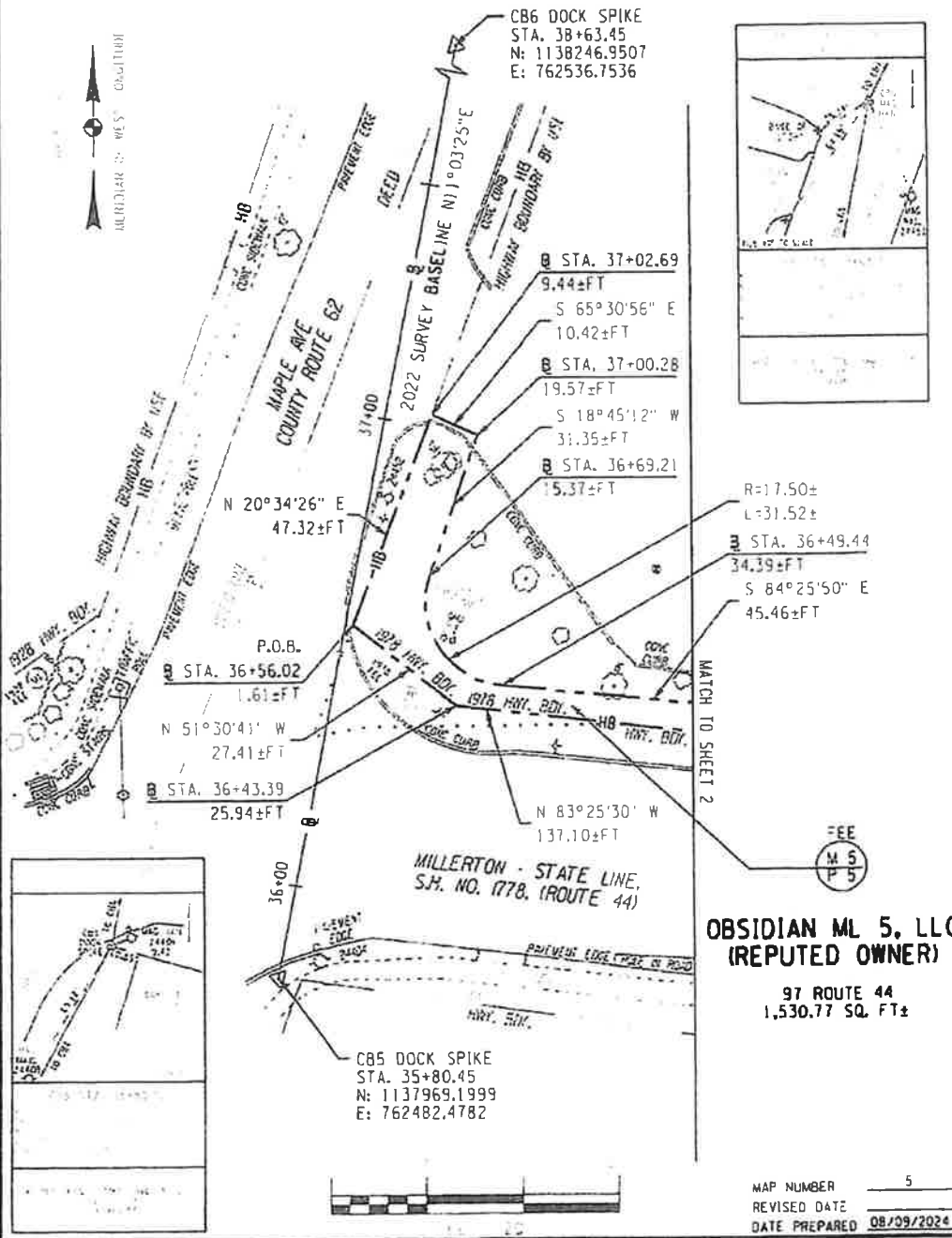
OBSIDIAN ML 5, LLC
(REPUTED OWNERS)

DOCUMENT# 02-2023-2634

Village of Millerton
County of Dutchess
State of New York

Type: FFE
Portion of Real Property Tax
Parcel ID No.
133801-7271-15-504270-0000

REPUTED OWNER:
OBSIDIAN ML 5, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA, 015810





COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 2 OF 3

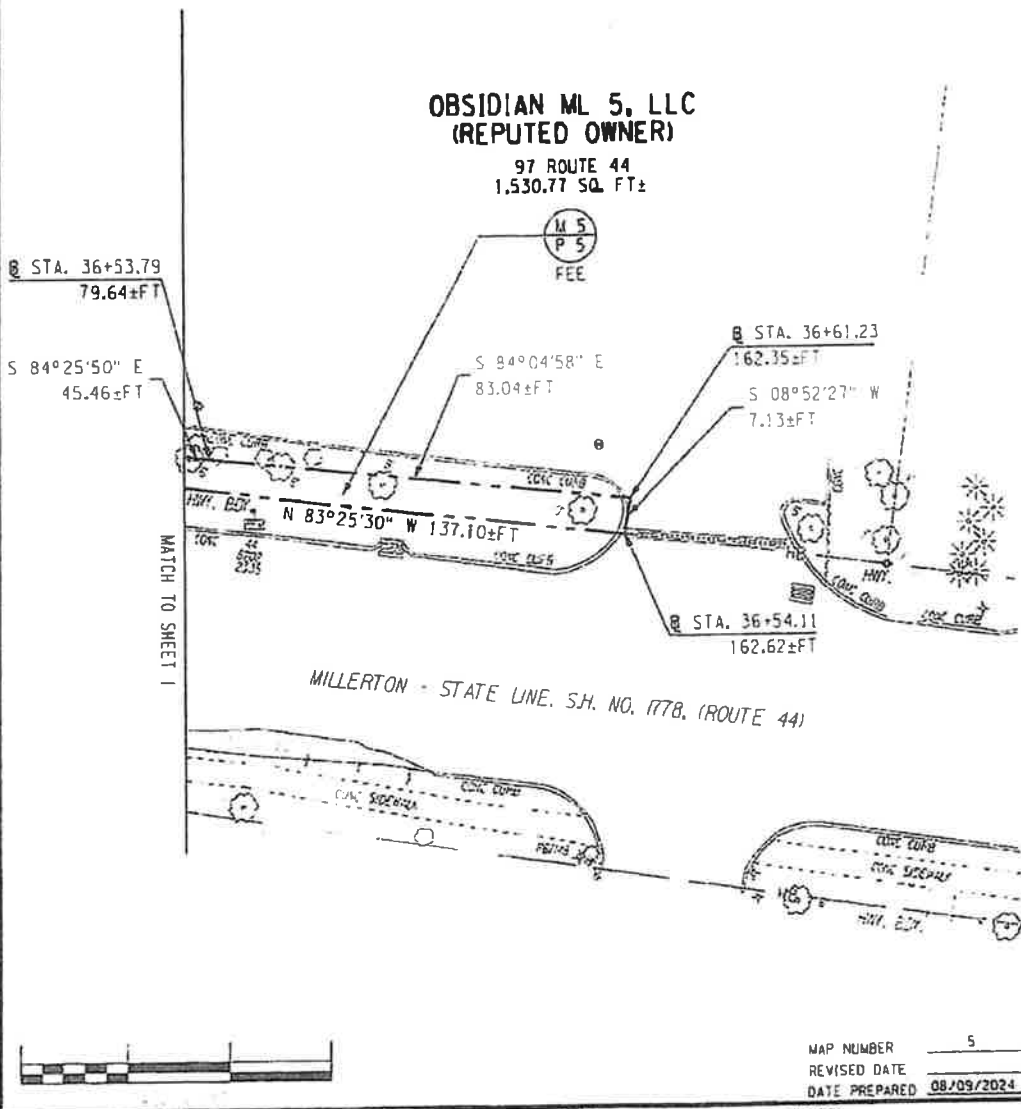
Originals of this map (sheets 1 through 3)
are on file at the offices of the
Dutchess County Department of
Public Works.

OBSIDIAN ML 5, LLC
(REPUTED OWNERS)
DOCUMENT# 02-2023-2634

Village of Millerton
County of Dutchess
State of New York

Type: FFE
Portion of Real Property Tax
Parcel ID No.
133801-7271-15-504270-0000

REPUTED OWNERS:
OBSIDIAN ML 5, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA, 015810





COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 3 OF 3

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 5, SITUATE IN THE VILLAGE OF MILLERTON, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44) AT ITS INTERSECTION WITH THE EASTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE), SAID POINT BEING 1.61:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+56.02 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS; THENCE NORTH 20°-34'-26" EAST ALONG THE LAST MENTIONED EASTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE) 47.32:FT TO A POINT 9.44:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 37+02.69 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF OBSIDIAN ML 5, LLC (REPUTED OWNER) THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) SOUTH 65°-30'-56" EAST 10.42:FT TO A POINT 19.57:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 37+00.28 OF SAID BASELINE; (2) SOUTH 18°-45'-12" WEST 31.35:FT TO A POINT 15.37:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+69.21 OF SAID BASELINE; (3) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 17.50:FT, A DISTANCE OF 31.52:FT TO A POINT 34.39:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+49.44 OF SAID BASELINE; (4) SOUTH 84°-25'-50" EAST 45.46:FT TO A POINT 79.64:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+53.79 OF SAID BASELINE; (5) SOUTH 84°-04'-58" EAST 83.04:FT TO A POINT 162.35:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+61.23 OF SAID BASELINE; AND (6) SOUTH 8°-52'-27" WEST 7.13:FT TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44), THE LAST MENTIONED POINT BEING 162.62:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+54.11 OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 83°-25'-30" WEST 137.10:FT TO A POINT 25.94:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+43.39 OF SAID BASELINE; AND (2) NORTH 51°-30'-41" WEST 27.41:FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 1,530.77: SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR SIDEWALK IMPROVEMENTS ON COUNTY ROUTE 62, AND IS DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 35+80.45; THENCE NORTH 11°-03'-25" EAST TO STATION 38+63.45.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date Jan 30 2025

Robert H. Balkind

Robert H. Balkind, P.E.
Commissioner of Public Works



Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 30 2025

Joseph G. Malinowski
Joseph G. Malinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture,
Landscape Architecture and
Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 5
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY A. J. J. J. CHECKED BY P. J. J. FINAL CHECK BY A. J. J. J.

FILE NAME: EXHIBIT A - Dutchess County, New York - Millerton - State Line - S.H. NO. 1778 (ROUTE 44) - MAPLE AVENUE - SIDEWALK IMPROVEMENTS - MAP NO. 5 - SHEET 3 OF 3

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 16 - Fishkill and Beacon	Valdés Smith*	X	
District 9 - City of Poughkeepsie	Atkins*	X	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn*	X	
District 3 - LaGrange	Polasek*	X	
District 12 - East Fishkill	Metzger*	X	
District 6 - Town of Poughkeepsie	Kaul	X	
District 8 - City and Town of Poughkeepsie	Brendli (C)	X	
District 10 - City of Poughkeepsie	Johnson		ABSENT
District 14 - Wappinger and Town of Poughkeepsie	Winsby	X	
District 18 - City of Beacon and Fishkill	Rhodes (VC)	X	
District 22 - Beekman and Union Vale	Tresca	X	
District 24 - Dover and Pawling	House	X	

Present: <u>11</u>	Resolution: <u> </u>	Total : <u>11</u>
Absent: <u>1</u>	Motion: <u> </u>	Yes No
Vacant: <u> </u>		Abstentions: <u> </u>

2026040 AUTHORIZATION TO ACQUIRE IN FEE, REAL PROPERTY OWNED BY
 OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK IMPROVEMENT
 PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF
 MILLERTON

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	X	
District 9 - City of Poughkeepsie	Atkins	X	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	X	
District 3 - LaGrange	Polasek		ABSENT
District 12 - East Fishkill	Metzger	X	
District 1 - Town of Poughkeepsie	Redl	X	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	X	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	X	
District 5 - Town of Poughkeepsie	Shah	X	
District 6 - Town of Poughkeepsie	Kaul	X	
District 7 - Hyde Park and Pleasant Valley	Darrow	X	
District 8 - City and Town of Poughkeepsie	Brendli	X	
District 10 - City of Poughkeepsie	Johnson		ABSENT
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	X	
District 13 - East Fishkill and Wappinger	Giles	X	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	X	
District 15 - Wappinger	Faust	X	
District 17 - Town and Village of Fishkill	McHoul	X	
District 18 - City of Beacon and Fishkill	Rhodes	X	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	X	
District 21 - East Fishkill	Caswell	X	
District 22 - Beekman and Union Vale	Tresca	X	
District 23 - Pawling, Beekman and East Fishkill	Rolison		ABSENT
District 24 - Dover and Pawling	House		ABSENT
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		ABSENT

Present:	<u>20</u>	Resolution:	<u> </u>	Total :	<u>20</u>	<u> </u>
Absent:	<u>5</u>	Motion:	<u> </u>		Yes	No
Vacant:	<u> </u>			Abstentions:	<u> </u>	

CONSENT AGENDA: AMEND SOMETHING PREVIOUSLY ADOPTED (JANUARY 20, 2026 BOARD MEETING MINUTES); RESOLUTION 2026025, 031, 032, 036, 040, 041, 042