Please be advised that the Barry County Board of Commissioners has scheduled a Board of Commissioners meeting on February 25, 2025 at 9:00 a.m.
for the purpose of:

REVISED

AGENDA

for Barry County Board of Commissioners
February 25, 2025; 9:00 a.m.; Commission Chambers
For more information go to: www.barrycounty.org

1. Call To Order at 9:00 a.m.

2. Moment of Silence/Invocation

3. Pledge of Allegiance

4. Roll Call

5. Reports from State and County Officials

6. Limited Public Comment (for items on the agenda, 3 minutes per person)

7. Approval of Written Agenda (including consent items & items for discussion)

8. Various Correspondence

9. Consent Items (voted upon at one time by roll call vote):
   a. Approval of February 11, 2025 Board of Commissioners meeting minutes.
   b. Approval for the Barry County Local Emergency Planning Committee (LEPC) to submit for the FY 24-25 Hazardous Materials Emergency Preparedness Grant and authorize the LEPC Chairperson to sign.
   c. Approval for reimbursement of travel and accommodation expenses, not to exceed, $1500.00 from the County Agriculture Preservation Fund (252-860-960-000) for Heather Wing to travel to Dallas, Texas for attendance of the ACEP-ALE SUMMIT, April 21-23, 2025.
   d. Approval of PA 116 application (Farmland and Open Space Preservation) #25-1 for Miriam Raines located in Section 23 of Maple Grove Twp.
   e. Approval of PA 116 application (Farmland and Open Space Preservation) #25-2 and #25-3 for Michael and Jeanette Pickard located in Section 30 of Carlton Twp.
   (roll call vote)

10. Presentations: Liz Lenz, Coordinator SATF– Summary of MSU Opioid Community Needs Assessment Report

11. Public Hearings – None

12. Items for Consideration (roll call vote indicated)
    Approval of transfers and disbursements:
    a. Approval of claims in the amount of $128,772.70 **(roll call vote)**
    b. Approval of Budget Amendment 25-A. **(roll call vote)**
    c. Adoption of Resolution #25-07, Resolution of Intent to Establish a Property Assessed Clean Energy Program and Calling Public Hearing, which indicates an intent to establish a PACE financing program in Barry County. **(roll call vote)**

13. Unfinished Business:

14. New Business

15. County Administrator's Report

16. Chairperson's Report

17. Vice Chairperson's Report

18. Commissioner Reports (for items not on the Agenda)

19. Limited Public Comment (3 minutes per person)

20. Other Business

21. Commissioner Comments

22. Adjournment

David Jackson, Chair
Barry County Board of Commissioners

Unless otherwise posted in accordance with the Open Meetings Act, Board of Commissioners meetings are held at the Barry County Courthouse, Commissioners Chambers, 220 W. State St., Hastings, MI 49058. Questions regarding the meeting may be addressed to Eric Zuzga, Barry County Administrator, Barry County Courthouse, 220 W. State St., Hastings, MI 49058; (269) 945-1284.

Meetings of the Barry County Board of Commissioners are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, political affiliation, sexual orientation, gender identity or disability. Barry County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities at the meeting/hearing upon four (4) business days notice to the County. Individuals with disabilities requiring auxiliary aids or services should contact the County by writing or calling: Eric Zuzga County Administrator, Barry County, 220 W. State St., Hastings, MI 49058; 269-945-1284.

Only members of the Barry County Board of Commissioners shall be given the floor to speak during any Board meeting, except 1) Anyone who desires to speak under Limited Public Comment; 2) County officials and/or personnel may speak with the consent of the Chairperson; 3) Any person, with the consent of the Chairperson and/or a majority of the Board; 4) Public comment shall be limited to no more than three minutes per individual and at the times designated as stated above, except where extended privileges are granted by the Chairperson.

Barry County Board of Commissioners
Meeting Minutes

February 11, 2025
Commission Chambers

Vice-Chair David Hatfield called the regular session of the Barry County Board of Commissioners meeting to order at 9:00 a.m.

Vice Chair Hatfield led the moment of silence/invocation.

Those present stood and said the Pledge of Allegiance to the Flag of the United States of America.

Members Present: Marsha Bassett, Mike Callton, Bruce Campbell, Catherine Getty, David Hatfield, Jon Smelker and Bob Teunessen. Absent: David Jackson. Also present: County Administrator Eric Zuzga, and County Clerk Sarah VanDenburg.

Reports from State and County Officials: None

Pattrick Jansens introduced himself to the Board as the new Emergency Management Coordinator for the County.

Public Comment:

Gary White from Castleton Township spoke about the jail feasibility study.

The written Agenda was approved.

Consent Items:

a. Approval of January 28, 2025 Board of Commissioner meeting minutes. Committee of the Whole Meeting Minutes.
b. Approval to dissolve the Barry County Community Corrections Advisory Board (CCAB), recommended by the Barry County CCAB.
c. Approval to adopt the proposed Materials Management Planning Committee (MMPC) Bylaws.
d. Approval of a one year contract with the Kalamazoo County Household Hazardous Waste (HHW) Center to allow Barry County residents to utilize the HHW drop off service up to $5,000 in calendar year 2025.
e. Approval of the proposed MMPC Work Program and grant budget for year one of drafting the new County Materials Management Plan.
f. Approval of the preliminary budget for the new COA facility.
g. Approval of the attached proposal from Abonmarche Byce to complete a Jail Master Plan for the purposes of developing a plan for the replacement of the Barry County Jail, at a cost of up to $42,000.00, with funds to be paid from the Building Rehabilitation Fund, and authorize the County Administrator to sign the Professional Services Agreement with Abonmarche.

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h. Approval of the attached employment contract for the Barry County Administrator between the County of Barry and Eric F. Zuzga effective February 11, 2025 through January 31, 2028.
i. Approval of a grant submission to the Michigan Department of State (HAVA Election Security Grant) for the acquisition of ballot storage bags, tabulator storage cases and media transfer bags.

Moved by Teunessen and supported by Smelker for approval of the Consent Items listed above. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Smelker and Teunessen. Nays: None. Absent: Jackson. Motion carried.

Presentations: None

Public Hearings: None

Items for Consideration:

a. Approval of prepaid invoices in the amount of $ 3,489,873.89.

   Moved by Smelker and supported by Getty for Approval of prepaid invoices in the amount of $ 3,489,873.89. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Smelker and Teunessen. Nays: None. Absent: Jackson. Motion carried.

b. Approval of claims in the amount of $54,847.86.

   Moved by Smelker and supported by Campbell for Approval of claims in the amount of $54,847.86. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Smelker and Teunessen. Nays: None. Absent: Jackson. Motion carried.

c. Approval of Commissioners reimbursements (mileage) in the amount of $627.20.

   Moved by Smelker and supported by Campbell for Approval of Commissioners reimbursements (mileage) in the amount of $627.20. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Smelker and Teunessen. Nays: None. Absent: Jackson. Motion carried.

d. Adoption of Resolution # 25-06, Resolution of Authorization for the 2024 Homeland Security Grant Program Intergovernmental Funding Agreement Between the County of St. Joseph and the County of Barry, and approval to authorize the Chairman and Administrator to sign.

   Moved by Smelker and supported by Bassett for Adoption of Resolution # 25-06, Resolution of Authorization for the 2024 Homeland Security Grant Program Intergovernmental Funding Agreement between the County of St. Joseph and the County of Barry, and approval to authorize the Chairman and Administrator to

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sign. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Smelker and Teunessen. Nays: None. Absent: Jackson. Motion carried.

Unfinished Business: None

New Business: None

County Administrator's Report: He will be consulting with Chief Judge Doherty, Barry County Road Commission and Emergency Services about the impending weather and discussions about closing the County on Thursday. He said that it will be unlikely that a closure will occur.

Chairperson's Report: None

Vice Chairperson's Report: None

Commissioner Reports:

Bassett corrected a statement that she made at last week's meeting about the Delton Kellogg School Millage Proposal. She stated last week that there would be no increase in taxes. She clarified that there will be no increases in the millage. Because of the fluctuation in property values, there could be an increase in taxes. She attended the Orangeville Township meeting last week. The township discussed the new park's stage and policies for the new stage.

Callton attended the Maple Grove Township meeting last week and the Village of Woodland last night. There is a food drive initiative for children that might face food insecurities on weekends. A list is available for the kinds of food needed.

Getty and Smelker attended the Thornapple Township meeting last night. They passed a resolution that pledged $10,000 towards the Village of Middleville's Grant Application to replace the trail bridges and repave the Paul Henry Trails south of Main Street to McCann Road.

Smelker attended the Village of Freeport meeting last night after he attended the Thornapple Township meeting.

Teunessen attended the Carlton Township meeting last night. They are addressing cyber security concerns. He will be attending the Hastings Charter Township meeting tonight and Rutland Charter Township meeting tomorrow night.

Campbell attended the Assyria Township meeting last week. Starting in April, their meetings will be on the second Monday. He will be attending the Baltimore Township meeting tonight and the Johnstown Township meeting tomorrow night.

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Limited Public Comment:

Gary White from Castleton Township spoke about his concerns about the feasibility study on the agenda. He also shared his concerns about the Facilities Ad Hoc Committee.

Other Business: None

Commissioner Comments:

Teunessen talked about how the jail feasibility study will help the Board make practical decisions about the location and costs associated with a new jail.

Campbell talked about the jail project being a team effort between the County and the taxpayers. He toured the jail last week and found the conditions to be horrible.

Bassett talked about the tour of the jail last week. She voiced her concerns about the current state of the jail and feels that something needs to be done. The Board should take the responsibility seriously to address the state of the jail.

Hatfield stated that he followed through with the County Administrator to verify that the procedures the board followed to hire the consulting company for the feasibility study were appropriate. The company hired was for advisory services and the Board was within its right to execute the contract in the manner in which they have. He also commended the I.T. Department on the repairs made to the streaming equipment.

Zuzga advised that the meeting was not livestreamed today because the County's internet provider was installing upgrades to the internet. The video will be posted later today on the County's YouTube channel.

A motion was made by Getty and supported by Bassett to adjourn at 9:29 a.m.

_____
David Hatfield, Vice-Chair
Barry County Board of Commissioners

_____
Sarah VanDenburg, County Clerk

Approved: _____ Date & Initials

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AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: February 25, 2025, Board of Commissioners

DEPARTMENT: Emergency Management

PREPARED BY: Jim Yarger

SUBJECT: **FY 24-25 Hazardous Materials Emergency Preparedness (HMEP) Grant**

SPECIFIC ACTION(S) REQUESTED:
To recommend to the Board of Commissioners approval for the Barry County Local Emergency Planning Committee (LEPC) to submit for the FY 24-25 Hazardous Materials Emergency Preparedness Grant and authorize the LEPC Chairperson to sign.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):
Approval for the Barry County Local Emergency Planning Committee (LEPC) to submit for the FY 24-25 Hazardous Materials Emergency Preparedness Grant and authorize the LEPC Chairperson to sign.

DESCRIPTION OF ACTION:
The HMEP grant in the amount of $1875 ($1500 from grant, $375 match), will allow Barry County to purchase an annual subscription for EGLE's TIER II Manager system. This allows Barry County access to TIER II site inventory reports and assist in off-site planning for emergencies at these facilities.

TIME FRAME OF ACTION:
Immediate: Submission due to the state by March 1, 2025.

FUNDING REQUIRED: No: Allows in-kind match, if in-kind match cannot be acquired monies ($375) will come from EM budget

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local):-_____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached grant application.

CONTACT PERSON WITH PHONE NUMBER:
Jim Yarger 269-953-0788

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

January 21, 2025

Dear Local Emergency Planning Committee Chairperson and Local Emergency Management Coordinator:

Michigan has received notice that the Hazardous Materials Emergency Preparedness (HMEP) grant will again be authorized for Fiscal Year 2024–2025, and funding is being made available to all Local Emergency Planning Committees (LEPCs) in the state. As a result, each local emergency management coordinator is receiving the local grant application package. Please coordinate your activities so that only one application package is completed and returned no later than **March 3, 2025**.

ATTN: Mr. Thomas Matzke
SARA Title III Program
Emergency Management
and Homeland Security Division
Michigan Department of State Police
P.O. Box 30634
Lansing, Michigan 48909

This grant funding will emphasize the completion of the Superfund Amendment and Reauthorization Act (SARA), Title III, Section 302, off-site emergency response plans and provide support for emergency planning for fixed facilities and transportation. Reimbursement will be provided to LEPCs on a new and updated plan basis. The per-plan reimbursement for new plans is expected to be $250. Per-plan reimbursement for updated plans will be $30 per update. Support grants of $1,500 are also being offered to all LEPCs through this funding source. The requirements for receiving this funding are included in Attachment A, which is included in the grant package and summarized below. All LEPCs are eligible and are encouraged to apply.

You may request a list of all active SARA Title III sites within your jurisdiction, to determine which sites need an off-site emergency response plan, from Mr. Thomas Matzke via email. The lists will be compiled using the Department of Environment, Great Lakes, and Energy's current Tier II Manager information.

Although new SARA Title III plans must be submitted by the LEPC, it may work with a local organization, (e.g., fire department) or individual (e.g., college intern or retiree) to complete the plans. The LEPC may utilize funding from this grant to reimburse local organizations or individuals for the plans they complete on behalf of the LEPC.

All LEPCs will be eligible for a $1,500 support grant. To receive this grant, the LEPC must:

- Meet in person at least four times and verify that planning meetings have been held by sending the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) a copy of the meeting schedule, or other verification as requested.

- Complete all updates for existing off-site emergency response plans.

- Incorporate its completed off-site emergency response plans into the city/county Emergency Operations Plan (EOP) or Emergency Action Guidelines (EAG). Review the city/county EOP/EAG annually to ensure that its hazmat response section is current.

- Submit documentation on the associated costs being reimbursed by the $1,500 HMEP support grant. Appropriate documentation includes a receipt, timesheet (reflecting hours worked on SARA related planning issues), purchase order, or a paid invoice attached to the support grant form and returned to MSP/EMHSD by the assigned due date.

Each subrecipient in Michigan will be asked to submit a Unique Entity Identification to receive payment from the HMEP grant.

All subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier requirements located at 2 Code of Federal Regulations, (CFR) Part 25, Appendix A.

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Sub-awards and Executive Compensation located at 2 CFR Part 170, Appendix A.

Be aware that the plan reimbursement figures stated above and in the instructions are estimates only and may vary, depending both on the actual federal grant award and on how many plans are submitted by all LEPCs in Michigan.

The HMEP grant application form and the LEPC Officer/Membership record forms are included in the grant package. If you wish to complete the forms electronically, please email these to Mr. Thomas Matzke at MatzkeT@michigan.gov. Please send the completed application form, LEPC Officer/Membership record, and LEPC schedule to complete your application package.

NOTE: Reimbursement to the LEPC from the HMEP grant will be paid to the county or recognized municipality.

If you have questions regarding the grant application materials or the HMEP grant program, please contact Mr. Thomas Matzke at 517-224-6349, or via email at MatzkeT@michigan.gov.

Sincerely,

Capt. Kevin Sweeney, Commander
Emergency Management
and Homeland Security Division

Hazardous Materials Emergency Preparedness
Planning Grant Instructions

I. Grant Program Description

The Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) has been designated by the Governor's office to administer the Hazardous Materials Emergency Preparedness (HMEP) planning grant program. HMEP planning grants are being made available to Local Emergency Planning Committees (LEPCs) for enhancing hazardous material response planning.

II. Eligibility Requirements

To be eligible to receive funding through the HMEP planning grant, LEPCs must:

A. Be formally appointed by the Michigan Citizen-Community Emergency Response Coordinating Council (MCCERCC).

B. Have an appointed chairperson.

C. Have an appointed information coordinator.

D. Have an appointed emergency management coordinator.

E. Meet in-person quarterly and have an established meeting schedule.

F. Assure that a 20% in-kind match will be available for all funding received through this grant. In-kind match includes non-federally funded LEPC member time, office space, secretarial support, LEPC office and administrative expenses, etc. (See item III.D).

G. Assure county or municipal compliance with Title VI of the Civil Rights Act of 1964.

H. Assure county or municipal compliance with lobbying, debarment, suspension, and other responsibility matters certifications, as well as drug-free workplace requirements.

If individuals holding these positions change, please update the LEPC Roster and submit to the MSP/EMHSD. The forms are available by contacting Mr. Thomas Matzke at 517-224-6349 or at MatzkeT@Michigan.gov.

III. Application Process

A. Deadline: All applications and 2024–2025 LEPC meeting schedules must be received by the MSP/EMHSD no later than **March 1, 2025**.

B. Application Mailing Address: If you are submitting via mail, please address the package to:

Attention: Mr. Thomas Matzke
SARA Title III Program
Michigan State Police, Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, MI 48909

C. **Agreement Finalized:** The MSP/EMHSD will review all applications for completeness and accuracy. Local Emergency Management programs with approved applications will be sent two HMEP Grant Agreements, along with multiple attachments that must be submitted to the MSP/EMHSD to receive HMEP funding. Funding levels stated in the agreement are subject to the availability of federal funds. The Local Emergency Management Coordinator must sign the agreements, return one to the MSP/EMHSD, and retain one copy for their LEPC files by the date specified in grant agreements.

D. **Matching Funds Identified:** When the LEPC receives the HMEP Grant Agreement, it will also receive a form to document its matching funds. Federal grants require matching funds to be calculated against **TOTAL** program costs. For grant purposes, total program costs are calculated by dividing the proposed reimbursements from the HMEP planning grant by .80. The resulting amount (total program cost) is then multiplied by .20 to calculate the match required. The "Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Agreement In-Kind Match" form must be returned to the MSP/EMHSD with the HMEP Grant Agreement packet. This form is used to estimate matching funds based on the proposed agreement amount (see Item II.F). However, the subrecipient must be prepared to match funds based on the amount of grant funding actually received for the contract period, including additional funding received in excess of the agreement amount.

Note: *Staff positions and/or programs supported by other federal funds cannot be used as match for this grant.*

IV. Allocation Formula

A. **New Plan and Plan Update Payments**: The MSP/EMHSD will reimburse LEPCs for new and updated off-site emergency response plans. The reimbursement rate for new plans in 2024–2025 is $250. Updated plans will receive $30 per update. Facilities must be on the SARA Title III, Section 302 site list or added to the 302 site list by September 15, 2025. Plans that are added to the 302 site list after September 15, 2025, may not receive reimbursement from the 2024–2025 HMEP planning grant. To receive this funding, items B and/or C on the bottom of the "Local Emergency Planning Committee Application for Hazardous Material Emergency Preparedness Grant" form must be completed. This form is included in the application package.

B. **Support Grant Payments**: Each LEPC is eligible for a $1,500 support grant. To qualify for the support grant, a LEPC must:

- Meet in-person at least four times annually and verify that meetings have been held by sending the MSP/EMHSD a copy of the meeting schedule, or other verification if requested.
- Annually update the LEPC's officer/membership list and submit the completed form to the MSP/EMHSD.
- Incorporate completed off-site response plans into the city/county Emergency Operations Plan (EOP) or Emergency Action Guidelines (EAG).
- Review the city/county EOP/Emergency Action Plan (EAP) annually to make sure the hazmat response section is current.
- Complete all updates for existing 302 sites.

Verification of the above items, via a form signed by the LEPC Chair and/or Local Emergency Management Coordinator, will be requested by the MSP/EMHSD prior to the end of the grant year.

V. Proof of Purchase and Associated Work

All subrecipients in the HMEP planning grant program must submit documentation on the associated costs being reimbursed by the $1,500 HMEP Support Grant. The eligible expenses are laid out in the "HMEP $1,500 Support Grant Certification Form," which will be sent to each LEPC at the close of the fiscal year. Costs entered on this form need to be supported by a receipt, time sheet (reflecting hours worked on SARA (Superfund Amendment and Reauthorization Act related planning issues), purchase order, or a paid invoice. The "HMEP $1,500 Support Grant Certification Form" and attachments must be returned to the MSP/EMHSD by the assigned due date.

VI. Planning Grant Requirements

A. Products: The intent of the planning grant is to encourage the development of new off-site hazardous material response plans and to complete updates to previously submitted off-site response plans for each SARA Title III Section 302 site in Michigan. Plans must be submitted to the appropriate MSP/EMHSD District Coordinator by the date specified in each LEPC's Grant Agreement. A list of updated plans for sites on the current 302 site list must also be submitted by that date. A plan update includes verification and updating of a facility's emergency contact information, on-site extremely hazardous substances (EHS) and their quantities, storage locations, and any other items which may have an impact on employee or community life, health, and safety. The list must include the site name, the Department of Environment, Great Lakes, and Energy (EGLE) SARA identification number, and name of facility contact that assisted with the review. The "Plan Review List Form" for submittal is located on the MSP/EMHSD website and can be submitted directly to Mr. Thomas Matzke via email at MatzkeT@michigan.gov.

B. Eligible Expenses: HMEP planning grant funds are to be utilized for expenses that support and facilitate the development and/or updating of required SARA Title III off-site plans. Expenses can include, but are not limited to:

- Training for LEPC members, as long as it relates to the LEPC's planning mission.
- Development, improvement, and implementation of emergency plans required under SARA Title III.
- Exercises that test LEPC plans.
- Enhancement of LEPC plans, e.g., improving the hazard analysis or transportation of hazardous materials (including radioactive materials) response procedures.
- Commodity flow studies.
- Needs analysis for establishing regional response teams.
- Technical staff to support the planning effort.
- Assessment of local response capabilities.
- Subscription cost for EGLE's Tier II Manager.

Types of eligible costs that must be directly related to SARA Title III planning activities include:

- Meeting room rental.
- Per Diem for LEPC members.
- Public notices.
- Printing costs.
- Office administrative expenses.
- LEPC staff costs.
- Tier II Manager subscription.

***Note**: Computer hardware or software is not an allowable purchase.*

C. Off-Site Response Plans:

- New off-site emergency response plans must be submitted to the appropriate MSP/EMHSD District Coordinator for review by September 15, 2025.
- A list of completed updates must be submitted electronically to Mr. Thomas Matzke at MatzkeT@michigan.gov by September 15, 2025.
- If the LEPC completes fewer updates and/or new off-site response plans than it proposes, their award will be prorated according to the number of plans/updates accepted by the MSP/EMHSD.

Note: *Upon request, LEPCs may be required to make updated plans available to the MSP/EMHSD for verification purposes.*

D. MSP/EMHSD Information Requests: Upon request, the LEPC must provide the MSP/EMHSD with information on how HMEP funds were spent and what was accomplished. Other information requests related to LEPC operations may also be sent to LEPCs.

E. Federal Reporting of Sub-awards and Executive Compensation: Upon request, the subrecipient shall supply information to the MSP/EMHSD to address federal reporting requirements relevant to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (Public Law 110-252).

F. Reporting of Unique Entity ID (UEI): To comply with federal government reporting requirements, the MSP/EMHSD is required to collect a UEI from any recipient of sub-awards provided through the state of Michigan. A UEI must be submitted before reimbursement of funds can be made.

G. Other Requirements: The subrecipient must comply with the requirements of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 CFR 1200, *Nonprocurement Suspension and Debarment*, 49 CFR Part 20, *New Restrictions on Lobbying;* and 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964*, which can be found at www.ecfr.gov.

VII. Reimbursement Process

Reimbursement to LEPCs (or a prorated portion) will be processed by the MSP/EMHSD upon acceptance of the LEPC's products, as specified in its contract.

VIII. Items to Include with Application

A. HMEP Planning Grant Application Form: Appropriate boxes for the type of grant requested must be checked on the application, and Officer/Emergency Manager information must be included.

B. LEPC Officer/Member Record.

C. LEPC Meeting Schedule for 2024–2025.

Questions concerning the HMEP planning grant should be directed to Mr. Thomas Matzke at 517-224-6349, or via email at MatzkeT@michigan.gov.

EMHSD-040 (11/17)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

LOCAL EMERGENCY PLANNING COMMITTEE APPLICATION FOR HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT

AUTHORITY: 1976 PA 390, MCL 30.407a; 42 USC 11002-11003;
COMPLIANCE: Voluntary, however failure to complete application will result in denial of request

Send Completed Form To:
Michigan State Police
Emergency Management and Homeland Security Division
ATTN: SARA Title III Program
P.O. Box 30634
Lansing, Michigan 48909

Application Due Date:
March 1, 2024

Questions/Comments:
Phone: 517-224-6349
Email Address: MatzkeT@michigan.gov

I. Application Information

Local Emergency Planning Committee's (LEPC) Name	LEPC Grant Contact's Name		
Barry County	Pattrick Jansens		
Contact's Daytime Phone Number	**Contact's Email Address**		
269-818-0362	pjansens@barrycounty.org		
Name of Government Jurisdiction and Agency to Receive Hazardous Materials Emergency Preparedness (HMEP) Funds			
Barry County			
Fiscal Officer's or Agency's Name	**Title**		
Eric Zuzga	Administrator		
Agency's Mailing Address	**City**	**State**	**ZIP Code**
220 W State St	Hastings	MI	49058
Agency's Daytime Phone Number	**Federal ID Number**	**Organizational Unique Entity ID (UEI)**	
269-9451284	38-6004836	JZRDKMJRNKK4	

II. Chair, Officer, and Coordinator Information (Completion of the following sections is a mandatory condition for grant award approval)

LEPC Chair

LEPC Chair's Name	Phone Number	Email Address		
Jim Yarger	616-275-0045	jyarger@barrycounty.org		
Address	**City**	**State**	**ZIP Code**	
2600 Nashville Rd	Hastings	MI	49058	

Public Information Officer

Public Information Officer's Name	Phone Number	Email Address		
Lani Forbes	269-945-4010	lani@bcunitedway.org		
Address	**City**	**State**	**ZIP Code**	
2600 Nashville Rd	Hastings	MI	49058	

Emergency Management Coordinator

Emergency Management Coordinator's Name	Phone Number	Email Address		
Pattrick Jansens	269-818-0362	pjansens@barrycounty.org		
Address	**City**	**State**	**ZIP Code**	
2600 Nashville Rd	Hastings	MI	49058	

III. Grant Award and Site Plan Information

The LEPC is applying for an HMEP grant award to support new and/or current off-site emergency response plans (site plans) under the Emergency Planning and Community Right-to-Know Act as found in Title III of the Superfund Amendments and Reauthorization Act (SARA Title III).

Number of complete updates this LEPC proposes to **current** SARA Title III site plans.
0

Number of **new** SARA Title III site plans this LEPC proposes to complete.
0

This LEPC agrees to comply with the requirements for a support grant as referenced in the HMEP, Planning Grant Instructions, Attachment A, Parts II and IV, and requests the $1,500 grant.	X Yes ☐ No
The LEPC has attached its meeting schedule. (**Note**: This is **required** for grant award approval.)	X Yes ☐ No
The LEPC agrees that if it receives a grant award, it will verify that meetings were held as scheduled by submitting meeting minutes or a list of attendees to the Michigan State Police Emergency Management and Homeland Security Division.	X Yes ☐ No

LEPC Chair Signature	Date

EMD-072 (07/2014)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

LEPC OFFICER/MEMBER RECORD

AUTHORITY: 1976 PA 390, MCL 30.407a; **COMPLIANCE:** Voluntary

Complete the following information for the Chairperson, Information Coordinator, and Emergency Management Coordinator. If there is no change from the previous submission, write "NO CHANGE" in the Name field.

Year	LEPC Name
24-25	Barry County

I. Chairperson

Name		Mailing Address		
Jim Yarger		2600 Nashville Road		
City	**State**	**ZIP Code**	**Phone Number**	**Email Address**
Hastings	MI	49058	2692750045	jyarger@barrycounty.org

II. Information Coordinator

Name		Mailing Address		
Lani Forbes		2600 Nashville Road		
City	**State**	**ZIP Code**	**Phone Number**	**Email Address**
Hastings	MI	49058	2699454010	lani@bcunitedway.org

III. Emergency Management Coordinator (A.K.A. Community Emergency Coordinator)

Name		Mailing Address		
Pattrick Jansens		2600 Nashville Road		
City	**State**	**ZIP Code**	**Phone Number**	**Email Address**
Hastings	MI	49058	2698180362	pjansens@barrycounty.org

Member's Name	Add	Delete	Current	Group Represented
Jeffrey Nawrat	☐	☐	☒	American Red Cross
Ron Yeo	☐	☐	☒	Communications Auxcomm
Stephanie Lehman	☐	☐	☒	Communications E911
Pattrick Jansens	☐	☐	☒	Emergency Management
Dana Yarger	☐	☐	☒	Emergency Medical Services
Craig Wyman	☐	☐	☒	Fire Services
Eric Zuzga	☐	☐	☒	Governmental County Admin
David Jackson	☐	☐	☒	Elected Offical
David Wierzbicki	☐	☐	☒	Hazardous Materials
Lynette Kemme	☐	☐	☒	Health Care
Jennifer Eastman	☐	☐	☒	Human Services
Lani Forbes	☐	☐	☒	Human Services Non-Profit
Dale Boulter	☐	☐	☒	Law Enforcement Municipal
Dar Leaf	☐	☐	☒	Law Enforcement County
F/Lt Keith Disselkoen	☐	☐	☒	Law Enforcement State
Lyn Briel	☐	☐	☒	Long Term Care Facility
Maddie Vervaeke	☐	☐	☒	Public Health

EMD-072 (07/2014)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

Member's Name	Add	Delete	Current	Group Represented
Rich Franklin	☐	☐	☒	Public Schools
Benjamin Dudley	☐	☐	☒	Public Utilities
Steven McCarty	☐	☐	☒	Public Utilities
BJ Donnini	☐	☐	☒	Public Works State
Jake Welch	☐	☐	☒	Public Works County
Mary Bassett	☐	☐	☒	Barry Cuonty Transit
Josh Collins	☐	☐	☒	District MSP EM-HSD
Christina Benson	☐	☐	☒	Regional Healthcare Coalition
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(Use additional forms as needed for members' names)

Submitted By
Jim Yarger

Title
LEPC Chairperson

Date

Local Emergency Planning Committee
Local Planning Team

Meets Quarterly

FY 24-25 Meeting Schedule

Friday December 6th
Friday February 14th
Friday May 9th
Friday August 8th

All meetings will be held at
Barry County Emergency Operations Center
2600 Nashville Road, Hastings, MI. 49058

All meetings start at 3:00 pm

Be sure to mark your calendars.

Sincerely,

Jim Yarger, Chairperson

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: February 25, 2025, Board of Commissioners

DEPARTMENT: Conservation Easement Board

PREPARED BY: Heather Wing

SUBJECT: Travel Expenses Reimbursement

SPECIFIC ACTION(S) REQUESTED: To recommend to the board of Commissioners approval for reimbursement of travel and accommodation expenses, not to exceed, $1500.00 from the County Agriculture Preservation Fund (252-860-960-000) for Heather Wing to travel to Dallas, Texas for attendance of the ACEP-ALE SUMMIT, April 21-23, 2025.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):
Approval for reimbursement of travel and accommodation expenses, not to exceed, $1500.00 from the County Agriculture Preservation Fund (252-860-960-000) for Heather Wing to travel to Dallas, Texas for attendance of the ACEP-ALE SUMMIT, April 21-23, 2025.

DESCRIPTION OF ACTION: The Conservation Easement Board has received an invitation from American Farmland Trust and NRCS' Easement Program Division to have a designee attend an ACEP-ALE Summit to be held at the Fairmont Dallas Hotel in Dallas, Texas from April 21 - 23. The purpose of which is to deepen partnerships between NRCS and its valued public partners and maximize the potential of the Agricultural Conservation Easement Program—Agricultural Land Easements (ACEP-ALE).

"The ACEP-ALE Summit for public Purchase of Agricultural Conservation Easement (PACE) programs is intended to foster relationships, collaboration, and understanding between NRCS staff and the public program partners who use or hope to use the Agricultural Conservation Easement Program to assist landowners in permanently protecting their farm and ranch land. We have invited a wide diversity of public programs that have leveraged ACEP-ALE and predecessor programs.

'The only cost to you or your designee to attend the Summit is the cost of lodging at $219 per night and travel to and from Dallas, Texas. There is no registration fee, and all meals (excluding alcohol) are included. We have reserved a block of rooms at the Fairmont Dallas Hotel and will send you a link to the reservation portal once you register for the Summit.'"

See attached email invitation and attached proposed air accommodation possibilities.

TIME FRAME OF ACTION: Immediate
FUNDING REQUIRED: YES____X_____ NO _____

IF YES, ANSWER THE FOLLOWING:
1. FUNDING SOURCE (Federal, State, or Local)_____Local_____
2. IF LOCAL, SPECIFY FUND: County Agriculture Preservation 252-860-960-000
3. AMOUNT REQUESTED: Will depend on air travel and taxes. Reservations and air fare not currently booked.
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _none____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____minimal_

PERSONNEL IF REQUIRED:
NEW OR RENEWAL: NEW
ANY OTHER PERTINENT INFORMATION: See attached draft minutes from the 2/6/25 meeting of the Barry County Conservation Easement Board approving the expenditure of $1500.
CONTACT PERSON WITH PHONE NUMBER: Heather Wing 269-275-2351

Barry County Conservation Easement Board
Tyden Center, Hastings, Michigan 49058
February 6, 2025

Call to Order: February 6, 2025 by Heather Wing at 5 PM.

Roll Call: In attendance: Ben Stoline, Larry Neil, Bruce Campbell, Joe Sancimino, Joan Bosserd-Schroeder, Heather Wing. Missing is Lloyd Elliston. Jeff Keesler; Planning and Zoning Director was ill and not able to attend.
HAPPY BIRTHDAY to Bruce Campbell.

Limited Public Comment: None

Approval of the Agenda-Joe Sancimino., Ben Campbell support. APPROVED

Approval of the Minutes

June, 2024 Move to approval J. Bosserd-Schroeder, Larry Neil. APPROVED
August, 2024 no quorum
September, 2024 Missing
October, 2024 Missing
November, 2024 Missing

Approval of the Treasurer's Report

June 2024-October 2024. Move to approve-J .Bosserd-Schroeder, Larry Neil-Support, Approved
October, 2024 Missing
November 2024-January 2025

Joan will get a current statement from the Community Foundation.
Obtaining a fund balance from Luella (Barry County)

ELECT OFFICERS

Chairperson: Nomination for Heather Wing by Larry Neil , Support-Joe Sancimino **APPROVED**
Motion to Close nomination for chairperson; B. Campbell, support by Ben Stoline **APPROVED.**
Vice President: Nominate Ben Stoline by Heather Wing, Joe Sancimino support, **APPROVED**
Motion to Close nominations for Vice Chairperson by J. Bosserd-Schroeder, Support by B. Campbell. **APPROVED**
Secretary/Treasurer: Nominate Joan Bosserd-Schroeder by Heather Wing, support Joe Sancimino. **APPROVED**

Committee Reports

Agriculture Economic Development
Conservation Easement Education

Agriculture Preservation Boards of Michigan Meeting (Denny Hefferon) in Hastings, Michigan
Next meeting will be scheduled in the spring (Washtenaw County)
Invite some of our commissioners to attend
Have the quarterly meetings have an educational/trainings for preservation board
Heather Wing, Chairperson BCCEB Chairperson, attended this meeting

Members Reports:

Ben Stoline-have a monthly or weekly ad in the local newspaper about land preservation

Larry King; Reminisced about signage on the preserved land and celebration. Have a sign on Wickham properties and the more recent properties. Larry proposes that we need another farmer on the board. Larry commented that he has gained great reward from being on the board. How do we get the momentum?

Bruce Campbell: Likes the idea of something in the paper to your solar field threats? He thinks that would get people to read the article. Jail is a complex issue. Our jail population is less than it was before. Regional jail?

Joan Bosserd-Schroeder: Support signage that Larry proposed, support the information in the local newspapers, radio?, we need to work on commissioners knowledge about our ordinances and focus. Do we need to educate Farm Bureau? Townships? We can use the pamphlet as our article. We must get the information out that we are the answer to pressure from the solar energy field.

J**oe Sancimino:** Training for us and training for the county. Land Policy Institute at MSU and U of M have wonderful training in land preservation. Farm Bureau annual meeting in August (county). We need to be at the county fair too. (Joe will help with this). Contest of elementary school students to have artwork for the booth????

Suggestion: SAVE FARMS FOR FARMING. PRESERVE NOW. ASK US HOW.

Chairman Report:

Butler and Carpenter Update

Butler closing was easy.

Carpenter Closing: Not quite as easy. Almost finished.

New Business

Meeting Schedule: First Thursday of the month, 5 PM.

Application Cycle and Updates: All applicants must already have an appraisal. Date moved to January to accommodate this new requirement.

Application Cycle: would like to have a motion for this in March, 2025

ACEP Summit Dallas, Texas:

American Farmland Trust.

Motion to support travel expenses for Heather Wing to attend the conference not to exceed $1500. Moved by Joan Bosserd-Schroeder, support by Joe Sancimino. APPROVED

This will meet educational training for the BCCEB and further our board understand of funding from these organizations.

Heather would like to send a letter to the townships about the open seat open on our board to fill the township supervisor's representative.

Treemore Ecology and Land Invoice -Heather will authorize.

Invoice submitted by Heather Wing.

Submit reimbursement for this information that she had to mail. ($10.46) Bruce Campbell motion, Joe Sancimino support. APPROVED.

Limited Public Comment-none

Heather Wing adjourned meeting at 6:25 PM.

Motion by Ben Stoline, support by Heather Wing. APPROVED.

NEXT MEETING: March 6, 2025 at 5 PM

Tyden Center, Community Room, 121 Church Street, Hastings, Michigan 49058

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, February 25, 2025

DEPARTMENT: Planning

PREPARED BY: Jeff Keesler
Director, Planning & Zoning

SUBJECT: PA 116 Application 25-1

SPECIFIC ACTION(S) REQUESTED:
To recommend to the Board of Commissioners approval of PA 116 application (Farmland and Open Space Preservation) #25-1 for Miriam Raines located in Section 23 of Maple Grove Twp.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval of PA 116 application (Farmland and Open Space Preservation) #25-1 for Miriam Raines located in Section 23 of Maple Grove Twp.

DESCRIPTION OF ACTION:
On January 27th, 2025, The Planning Commission reviewed the application and unanimously recommended their approval.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES_____ NO _____x_____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)__
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached application.

CONTACT PERSON WITH PHONE NUMBER:
Jeff Keesler, Director, Barry County Planning & Zoning – 269-945-1290

Barry County Clerk
220 West State Street
Hastings, MI 49058
Ph. (269) 945-1285
Account Ph. (269) 945-1295
Fax (269) 945-0209

Barry County

Cynthia L. White
County Clerk

Sarah VanDenburg
First Deputy Clerk

December 10, 2024

Miriam L. Raines
7205 Guy Rd.
Nashville MI 49073

Re: Application for Farmland Agreement Dated 10/14/2024
Farmland and Open Space Preservation Program for
Miriam L. Raines – Parcel # 08-10-023-130-00
Barry County Application #25-1

Dear Ms. Raines:

Our office has received the above application. The Planning and Zoning Review Board will review the agreement at a meeting on January ~~13~~ 27, 2025 held at the Tyden Center Community Room (formerly Hastings Library) located at 121 S. Church St., Hastings MI at 7:00 p.m.

Jeff Keesler, Barry County Planning and Zoning Director, will request that the matter be placed on the agenda for review at the Barry County Commissioners Committee of the Whole Meeting to be held on January 21, 2025 at 9:00 a.m. in the Commission Chambers at the Courthouse located at 220 W. State Street, Hastings MI.

The matter will also be scheduled to be presented to the Board of Commissioners at the Board meeting to be held on January 28, 2025 at 9:00 a.m. in the Commission Chambers at the Courthouse located at 220 W. State Street, Hastings MI.

Sincerely,

Sarah VanDenburg

Sarah VanDenburg
First Deputy County Clerk

cc: Barry County Planning and Zoning Department
Holly Carpenter, Maple Grove Twp. Clerk
Barry County Conservation District

Enclosures

Michigan Department of Agriculture & Rural Development

FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Development Rights Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116. Please print or type. Attach additional sheets as needed. **Refer to the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body:
Date Received 12-4-2024
Application No: 25-1

State:
Date Received _____
Application No: _____
Approved: _____ **Rejected** _____

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Raines (Last) Miriam (First) L (Initial)

(If more than two see #15) _____ (Last) _____ (First) _____ (Initial)

2. Mailing Address: 7209 Guy Rd (Street) Nashville (City) MI (State) 49073 (Zip Code)

3. Phone Number: (Area Code) (517) 749-4173 -cell

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (517) 852 9243 (home)

5. E-mail address: miriam.raines5189@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Barry 7. Township, City or Village: Maple Grove

8. Section No. 23 Town No. 2 North Range No. 7 west

Parcel # (Tax ID): 08-10-023-130-00

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☒ Yes ☐ No
If "Yes", please explain circumstances: home mortgage

12. Does the applicant own the mineral rights? ☒ Yes ☐ No
If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No
Indicate who owns or is leasing rights if other than the applicant: _____
Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):
Name: _____
Address: _____ (Street) _____ (City) _____ (State) _____ (Zip Code)

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

_____ Date

_____ Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

_X_ a. 40 acres or more ——→ complete only Section 16 (a thru g);

____ b. 5 acres or more but less than 40 acres ——→ complete only Sections 16 and 17; or

____ c. a specialty farm ——→ complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc): live stock, cash crops
b. Total number of acres on this farm: 80
c. Total number of acres being applied for (if different than above):_____
d. Acreage in cultivation: 10
e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 60
f. All other acres (swamp, woods, etc.) 10
g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings___Residence: 1 Barn: 1 Tool Shed: 2 (garages)
Silo: 2 Grain Storage Facility: 0 Grain Drying Facility: 0

Poultry House: 0 Milking Parlor: 0 Milk House: 1
Other: (Indicate)_____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products** (not from rental income):

$_____ / _____ = $_____ **(per acre)**
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: $_____
Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 90 yrs

V. Signature(s):

20. The undersigned certifies that this application identifies the owner of record, legal description of property, and all liens, covenants, and other encumbrances affecting the title to the land.

Miriam Raines
(Signature of Applicant)

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

10-14-2024
(Date)

(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 12-4-24 **(Note: Local Governing Body has 45 days to take action)**

Action by Local Governing Body: Jurisdiction: Barry ☒ County ☐ Township ☐ City ☐ Village

This application is ☒ approved, ☐ rejected **Date of approval or rejection:** 12-10-24

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: Sarah VanDenburg - First Dep.

Property Appraisal: $ 283,000- is the current fair market value of the real property in this application.

Parcel Number (Tax ID): 08-10-023-130-00

II. Please verify the following:

✓ Upon filing an application, clerk issues receipt to the landowner indicating date received.

✓ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

_____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Preservation Program, P.O. Box 30449, Lansing, MI 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):	**Before forwarding to State Agency, FINAL APPLICATION SHOULDINCLUDE:**
COPY SENT TO:	___ Copy of Deed or Land Contract (most recent showing current ownership)
✓ County or Regional Planning Commission	___ Copy of most recent Tax Bill (must include tax description of property)
✓ Conservation District	___ Map of Farm
✓ Township (if county has zoning authority)	___ Copy of most recent appraisal record
	___ Copy of letters from review agencies (if available)
	___ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

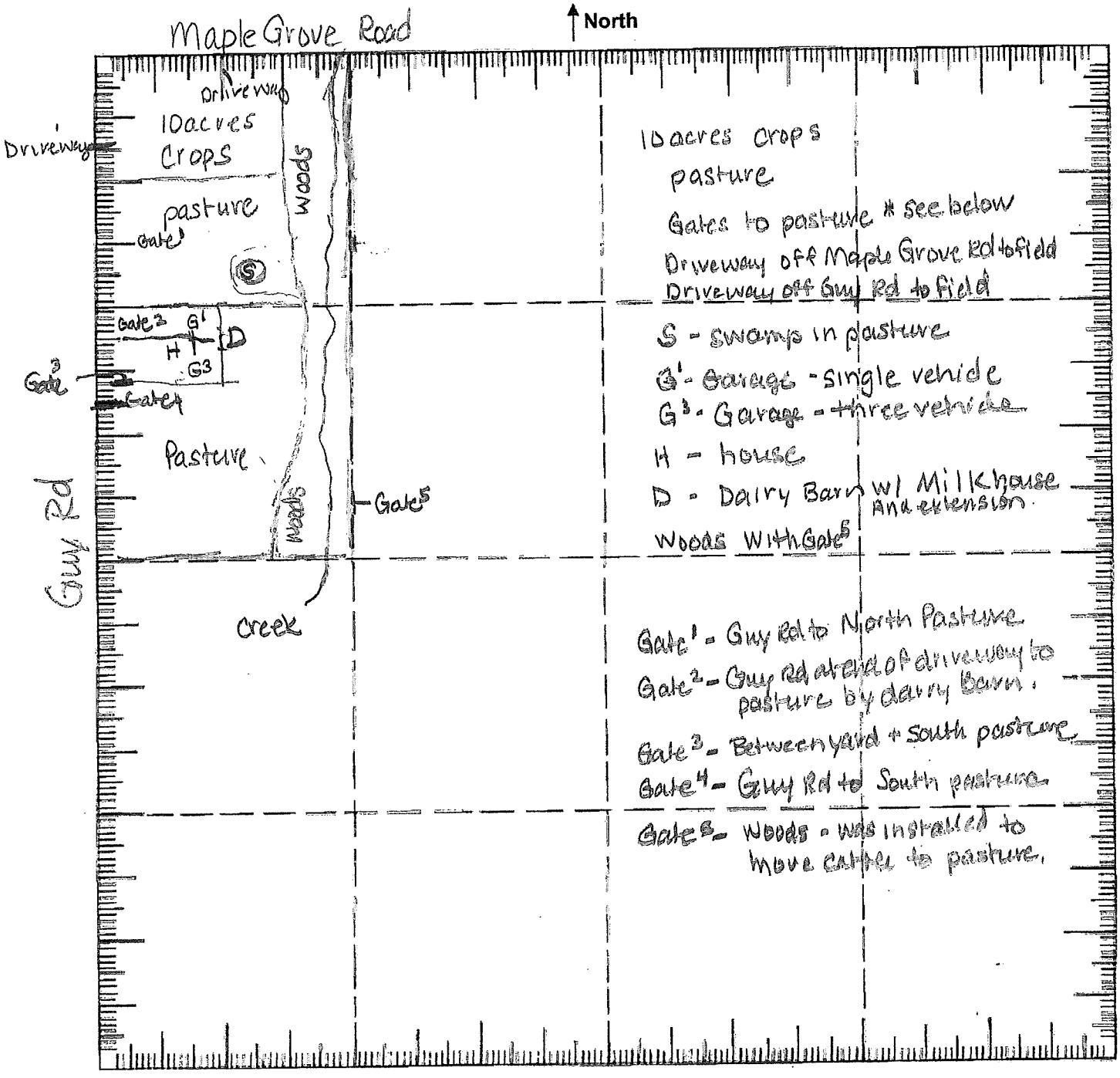
Map of Farm with Structures and Natural Features:

A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County_____

Township_____

T_____R_____Section _____



Maple Grove Township 2024 Summer Bill #:

MESSAGE TO TAXPAYER

TREASURER WILL COLLECT SUMMER TAXES ON MONDAY, SEPTEMBER 16, 2024, FROM 9:00 AM TO 5:00 PM, AT THE MAPLE GROVE TOWNSHIP HALL. SUMMER TAXES ARE DUE SEPTEMBER 16, 2024. AFTER THE DUE DATE, INTEREST OF 1% WILL BE ADDED TO THE BILL AND AGAIN ON THE FIRST OF EVERY MONTH.

PAYMENT INFORMATION

This tax is due by: 09/16/2024

PAY BY MAIL: SEND TO STACEY DENTON, P.O. BOX 240, NASHVILLE, MI 49073. YOU WILL GET A PAID RECEIPT RETURNED FOR YOUR RECORDS. MAKE CHECKS PAYABLE TO MAPLE GROVE TOWNSHIP. IF YOU THINK YOUR TAX BILL IS INCORRECT, CALL SCOTT ANDERSON AT 269-621-6290.

PROPERTY INFORMATION

Property Assessed To:
RAINES MIRIAM
7205 GUY RD
NASHVILLE, MI 49073-9511

Prop #: 10-023-130-00 School: 23065
Prop Addr: 7205 GUY RD

Legal Description:
W 1/2 NW 1/4 SEC 23 T2N R7W.

TAX DETAIL

Taxable Value:	124,050	
State Equalized Value:	283,000	Class: 101
PRE/MBT %:	100.0000	
		Mort Code:

Taxes are based upon Taxable Value.
1 mill equals $1.00 per $1000 of Taxable Value.
Amounts with no millage are either Special Assessments or other charges added to this bill.

DESCRIPTION	MILLAGE	AMOUNT
SET	6.00000	744.30
County Operating	5.16580	640.81
Total Tax	11.16580	1,385.11
Administration Fee		13.85
TOTAL AMOUNT DUE		1,398.96

PAID
Maple Grove Township
Stacey Denton, Treasurer

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: -
Twn/Cty: -
School: -
State: -

Does NOT affect when the tax is due or its amount

Please detach along perforation. Keep the top portion.

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24c and Sec. 211.34c, as amended. L-4400

MAPLE GROVE TWP ASSESSOR
SCOTT ANDERSON
P.O. BOX 442
HARTFORD MI 49057

Notice of Assessment, Taxable Valuation, and Property Classification

THIS IS NOT A TAX BILL

Parcel Code: **08-10-023-130-00**
Property Address: **7205 GUY RD**

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:

TEMP - RETURN SERVICE REQUESTED 1 337

RAINES MIRIAM
7205 GUY RD
NASHVILLE MI 49073-9511

PRINCIPAL RESIDENCE EXEMPTION

% Exempt As "Homeowners Principal Residence":	100.00%
% Exempt As "Qualified Agricultural Property":	0.00%
% Exempt As "MBT Industrial Personal':	0.00%
% Exempt As "MBT Commercial Personal":	0.00%
Exempt As "Qualified Forest Property":	☐ Yes ☒ No
Exempt As "Development Property":	☐ Yes ☒ No

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: **101 AGRICULTURAL-IMPROVED**

PRIOR YEAR'S CLASSIFICATION: **101 AGRICULTURAL-IMPROVED**

LEGAL DESCRIPTION:
W 1/2 NW 1/4 SEC 23-T2N-R7W.

	PRIOR AMOUNT YEAR: 2023	CURRENT TENTATIVE AMOUNT YEAR: 2024	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE:	118,143	124,050	5,907
2. ASSESSED VALUE:	252,800	283,000	30,200
3. TENTATIVE EQUALIZATION FACTOR: 1.00000			
4. STATE EQUALIZED VALUE (SEV):	252,800	283,000	30,200
5. There WAS or WAS NOT a transfer of ownership on this property in 2023: **Was Not**			
6. ASSESSOR CHANGE REASON:			

This change in taxable value will increase/decrease your 2024 tax bill by approximately $164.

The 2024 Inflation Rate Multiplier is: 1.05

Questions regarding the Notice of Assessment, Taxable Valuation, and Property Classification may be directed to the following:

Contact Name	Phone	Email
SCOTT ANDERSON	(269) 621-6290	ASSESSOR42@OUTLOOK.COM

March Board of Review Appeal Information:

THE BOARD OF REVIEW WILL MEET MONDAY 3- 11- 2024 1:00 PM TO 4:PM & 6:00 PM TO 9:00 PM ALSO ON WEDNESDAY 3-13-24 9:00 AM TO NOON AND 1:00 PM TO 4:00 PM MEETINGS WILL BE HELD AT THE MAPLE GROVE TWP HALL 721 S M-66 HWY NASHVILLE, MI NO APPOINTMENT IS NECESSARY LETTER APPEALS WILL BE ACCEPTED IF RECEIVED BY 4 PM ON 3-13-24 IF YOU HAVE QUESTIONS CONCERNING THIS NOTICE PLEASE CONTACT SCOTT ANDERSON AT 269-621-6290 OR @ ASSESSOR42@OUTLOOK.COM

SEE REVERSE SIDE FOR MORE INFORMATION

OFFICIAL SEAL Barry County Register of Deeds, MI
2019-006327 DQ
07/03/2019 08:14:01 AM Page 1 of 1 Fees: $0.00

QUIT CLAIM DEED

This Deed made and executed this 2nd day of July, **2019**.

The Grantor **Todd D. Raines,** former husband of Grantee, ***whose address is*** 752 Pearl Street, Charlotte, Michigan 48813,

Quit Claims to the Grantee **Miriam L. Raines,** ***whose address is*** 7205 Guy Road, Nashville, Michigan 49073, the following described premises situated in the **Township** of **Maple Grove, County** of **Barry**, and **State** of **Michigan.**

The West ½ of the Northwest ¼ of Section 23, Town 2 North, Range 7 West, Maple Grove Township, Barry County, Michigan.

PP# 08-10-023-130-00

This conveyance is executed and delivered in fulfillment of the terms of the Judgment of Divorce between the parties hereto, filed in the Barry County Circuit Court. This conveyance is thus exempt from Michigan Real Estate Transfer Tax pursuant to MCL 207.526(i) and (l). MCL 207.505(i) and (l)

IN WITNESS WHEREOF, The said first party has signed and sealed these presents this 2nd day of July, **2019.**

Todd D. Raines

Todd D. Raines, Grantor

STATE OF MICHIGAN)
) **SS**
COUNTY OF Eaton)

The foregoing instrument was acknowledged before me this 2nd day of July, **2019** at 4:52 a.m./(p.m.) by **Todd D. Raines.**

Laurel E. Carpenter

Laurel E Carpenter, Notary Public
County of Eaton, State of Michigan
My Commission Expires: 3/11/2026

LAUREL E. CARPENTER
NOTARY PUBLIC, STATE OF MI
COUNTY OF EATON
MY COMMISSION EXPIRES Mar 11, 2026
ACTING IN COUNTY OF Eaton

When recorded return to:
Miriam D. Raines
7205 Guy Rd.

Send Subsequent Tax Bills to:
Miriam D. Raines
7205 Guy Rd.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, February 25, 2025

DEPARTMENT: Planning

PREPARED BY: Jeff Keesler
Director, Planning & Zoning

SUBJECT: PA 116 Applications 25-2 and 25-3

SPECIFIC ACTION(S) REQUESTED:
To recommend to the Board of Commissioners approval of PA 116 application (Farmland and Open Space Preservation) #25-2 and #25-3 for Michael and Jeanette Pickard located in Section 30 of Carlton Twp.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval of PA 116 application (Farmland and Open Space Preservation) #25-2 and #25-3 for Michael and Jeanette Pickard located in Section 30 of Carlton Twp.

DESCRIPTION OF ACTION:
On January 27th, 2025, The Planning Commission reviewed the application and unanimously recommended their approval.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES_____ NO _____x_____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)__
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached applications.

CONTACT PERSON WITH PHONE NUMBER:
Jeff Keesler, Director, Barry County Planning & Zoning – 269-945-1290

Michigan Department of Agriculture & Rural Development

FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Development Rights Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116. Please print or type. Attach additional sheets as needed. **Refer to the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body:

Date Received January 13, 2025

Application No: 25-2

State:

Date Received_____

Application No: _____

Approved:_____ Rejected_____

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: PICKARD (Last) MICHAEL (First) (Initial)

(If morethan two see #15) PICKARD (Last) JEANETTE (First) (Initial)

2. Mailing Address: 3762 HAMMOND ROAD (Street) HASTINGS (City) MI (State) 49058-9543 (Zip Code)

3. Phone Number: (Area Code) (269) 838-0594

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ( ) _____

5. E-mail address: MIKEPICKARD1986@GMAIL.COM

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: BARRY 7. Township, City or Village: CARLTON

8. Section No. 30 Town No. 4N Range No. 8W

Parcel # (Tax ID): 04-030-660-00

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No
If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No
If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No
Indicate who owns or is leasing rights if other than the applicant: _____
Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):
Name: _____
Address: _____
(Street) (City) (State) (Zip Code)

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

_____ _____
Date Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if *the applicant is not one of the following – please leave blank):*

☑ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: MICHAEL PICKARD Title: _____

Name: JEANETTE PICKARD Title: _____

Name: _____ *Title:* _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

_____ a. 40 acres or more ⟶ complete only Section 16 (a thru g);

X b. 5 acres or more but less than 40 acres ⟶ complete only Sections 16 and 17; or

_____ c. a specialty farm ⟶ complete only Sections 16 and 18.

16. *a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):*
CASH CROPS
b. Total number of acres on this farm: 19.5
c. Total number of acres being applied for (if different than above): _____
d. Acreage in cultivation: 16.58
e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____
f. All other acres (swamp, woods, etc.) 2.92
g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings___Residence: _____ Barn: _____Tool Shed: _____
Silo: _____Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____Milking Parlor: _____Milk House: _____
Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products** (not from rental income):

$ 3730.50 / 16.58 = $ 225 **(per acre)**
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: $ _____
Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned certifies that this application identifies the owner of record, legal description of property, and all liens, covenants, and other encumbrances affecting the title to the land.

x Michael Pickard
(Signature of Applicant)

(Corporate Name, If Applicable)

x Jeanette Pickard
(Co-owner, If Applicable)

(Signature of Corporate Officer)

x 9-17-2024
(Date)

(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 1-13-25 **(Note: Local Governing Body has 45 days to take action)**

Action by Local Governing Body: Jurisdiction: Barry

☒ County ☐ Township ☐ City ☐ Village

This application is ☒ approved, ☐ rejected **Date of approval or rejection:** 1-14-25

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: Sarah VanDenburg

Property Appraisal: $ 127,200 is the current fair market value of the real property in this application.

Parcel Number (Tax ID): 08-04-030-1160-00

II. Please verify the following:

✓ Upon filing an application, clerk issues receipt to the landowner indicating date received.

✓ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

_____ *If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application,* attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Preservation Program, P.O. Box 30449, Lansing, MI 48909

Please do not send multiple copies of applications and/or send additional attachments in separate *mailings without first contacting the Farmland Preservation office.

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):	**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**
COPY SENT TO:	___ Copy of Deed or Land Contract (most recent showing current ownership)
____County or Regional Planning Commission	____Copy of most recent Tax Bill (must include tax description of property)
____Conservation District	___Map of Farm
____Township (if county has zoning authority)	___ Copy of most recent appraisal record
	___ Copy of letters from review agencies (if available)
	___Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft^2 (1 $mile^2$) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County BARRY

Township CARLTON

T 4N R 8W Section 30

North

SEE ATTACHED MAPS

Barry County GIS

Parcel Report: 04-030-660-00

8/8/2024
1:09:09 PM

Parcel: 04-030-660-00

Property Address

FIGHTER RD
HASTINGS, MI 49058-8538

Owner and Taxpayer Information

Owner	PICKARD MICHAEL & JEANETTE 3762 HAMMOND RD HASTINGS, MI 49058-9523	**Taxpayer**	SEE OWNER INFORMATION

Legal Description

SW FRL 1/4 NW 1/4 SEC 30 T4N R8W, EX THE N 20 ACRES. ALSO THE N 194.5 FT OF THE NW FRL 1/4 SW 1/4 SD SEC 30. 1.76 ACRES +/- (ACRES SPLIT TO 030-250-100-00 IN 2004)

Other Information

General Information for 2024 Summer Taxes

School District	08030	**PRE/MBT**	100.0000%
Taxable Value	$18,309	**S.E.V.**	$63,600
Property Class	102 - AGRICULTURAL-VACANT	**Assessed Value**	$63,600
Tax Bill Number	*No Data to Display*	**Last Receipt Number**	*No Data to Display*
Last Payment Date	*No Data to Display*	**Number of Payments**	0
Base Tax	$204.43	**Base Paid**	$0.00
Admin Fees	$2.04	**Admin Fees Paid**	$0.00
Interest Fees	$0.00	**Interest Fees Paid**	$0.00
Total Tax & Fees	$206.47	**Total Paid**	$0.00
Renaissance Zone	0	**Mortgage Code**	*No Data to Display*

Tax Bill Breakdown for 2024 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
SET	*6.000000*	*$109.85*	*$0.00*
COUNTY TAX	5.165800	$94.58	$0.00
Admin Fees		$2.04	$0.00
Interest Fees		$0.00	$0.00
	11.165800	**$206.47**	**$0.00**

Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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Parcel: 04-030-660-00

Property Address

FIGHTER RD
HASTINGS, MI 49058-8538

Owner and Taxpayer Information

Owner	PICKARD MICHAEL & JEANETTE 3762 HAMMOND RD HASTINGS, MI 49058-9523	**Taxpayer**	SEE OWNER INFORMATION

Legal Description

SW FRL 1/4 NW 1/4 SEC 30 T4N R8W, EX THE N 20 ACRES. ALSO THE N 194.5 FT OF THE NW FRL 1/4 SW 1/4 SD SEC 30. 1.76 ACRES +/- (ACRES SPLIT TO 030-250-100-00 IN 2004)

Other Information

General Information for 2023 Winter Taxes

School District	08030	**PRE/MBT**	100.0000%
Taxable Value	$17,438		
Property Class	102 - AGRICULTURAL-VACANT	**Assessed Value**	$62,800
Tax Bill Number	No Data to Display	**Last Receipt Number**	00001058
Last Payment Date	02/07/2024	**Number of Payments**	1
Base Tax	$248.90	**Base Paid**	$0.00
Admin Fees	$2.48	**Admin Fees Paid**	$0.00
Interest Fees	$0.00	**Interest Fees Paid**	$0.00
Total Tax & Fees	$251.38	**Total Paid**	$251.38

Tax Bill Breakdown for 2023 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
SCHOOL DEBT	*6.803100*	*$118.63*	*$118.63*
SCHOOL OPERATING	17.795300	$0.00	$0.00
TOWNSHIP TAX	0.847500	$14.77	$14.77
FIRE TAX	1.458200	$25.42	$25.42
CHARLTON PARK	0.216400	$3.77	$3.77
C O A	0.470500	$8.20	$8.20
911	0.941600	$16.41	$16.41
BARRY CO TRANSIT	0.237700	$4.14	$4.14
MEDICAL FACILITY	0.605200	$10.55	$10.55
FREEPORT LIBRARY	0.476400	$8.30	$8.30
B I S D	2.220100	$38.71	$38.71
Admin Fees		$2.48	$0.00
Interest Fees		$0.00	$0.00
	32.072000	**$251.38**	**$251.38**

**Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

UNOFFICIAL COPY

2-4435-97 (2)

LIBER 684 PAGE 935

RECORDED IN DEEDS

STATE ... AN
COU...
REC...

FEB 4 3 54 PM '97

Sam... ...mayer
REGISTER OF DEEDS

QUIT-CLAIM DEED

THIS INDENTURE, made Jan 28, 1997.

BETWEEN DARLENE J. PICKARD, of 3650 Fighter Road, Hastings, Michigan 49058,
of the first part,
and DARLENE J. PICKARD, Trustee of the Darlene J. Pickard Trust dated January 28, 1997, of 3650 Fighter Road, Hastings, Michigan 49058,
of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of:

----------**ONE DOLLAR ($1.00)**----------

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to his heirs and assigns, FOREVER, all that certain piece or parcel of land situated in the Townships of Irving and Carlton, in Barry County, and State of Michigan, and described as follows:

An undivided one-half interest in:

The Northwest 1/4 of the Southwest 1/4 of Section 13, Town 4 North, Range 9 West, Irving Township, AND the East 1/2 of the Southwest 1/4 of Section 13, Town 4 North, Range 9 West, Irving Township, Barry County, Michigan, EXCEPTING THEREFROM: A parcel in the East 1/2 of the Southwest 1/4 of Section 13, Town 4 North, Range 9 West, described as: Commencing in the center of Hammond Road where it intersects the East and West 1/4 line of Section 13; thence South along the center of Hammond Road 568 feet for a place of beginning; thence East 216 feet; thence South 198 feet; thence West 216 feet to the center of Hammond Road; thence North along the center of Hammond Road 198 feet to place of beginning;
ALSO CONVEYING: Property in Carlton Township, Barry County, Michigan, described as: The East 30 acres of the North 1/2 of the Southwest 1/4 of Section 19, Town 4 North, Range 8 West, Carlton Township, together with an easement for ingress and egress along the existing road on the South line of the North 1/2 of the Southwest 1/4 of said Section 19, said easement is described as the South 30 feet of the North 1/2 of the Southwest 1/4 of said Section 19 except the East 30 acres thereof, said easement shall run with the land to the burden of: The North 1/2 of the Southwest 1/4 of said Section 19, except the East 30 acres thereof and to the benefit of the East 30 acres of the North 1/2 of the Southwest 1/4 of said Section 19;
ALSO: The Southeast 1/4 of the Northwest 1/4 of Section 19, Town 4 North, Range 8 West, EXCEPT commencing at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 19, thence East 474 feet, thence South 369 feet, thence Southwest to a point 550 feet South of the place of beginning, thence North to the place of beginning, Carlton Township, Barry County, Michigan.
ALSO: The Northwest fractional 1/4 of the Northwest fractional 1/4 and the North 20 acres, more or less, of the Southwest fractional 1/4 of the Northwest fractional 1/4, all of Section 30, Town 4 North, Range 8 West;
ALSO: The Northeast 1/4 of the Northeast 1/4 of Section 25, Town 4 North, Range 9 West, all in Barry County, Michigan; EXCEPTING a parcel of land in the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 25, commencing in the center of the road at the Southeast corner thereof, thence North along the center of the highway 375 feet; thence Westerly 165 feet; thence South 384 feet to center of highway; thence East 171 feet to place of beginning; Town 4 North, Range 9 West, Irving Township, Barry County, Michigan.

Subject to all conditions, limitations and easements of record.

Description provided by: Darlene J. Pickard

(This deed is exempt from tax under the provisions of MCL 207.505; MSA Section 7.456(5)(a) and MCL 207.526; MSA 7.456(26)(a).)

UNOFFICIAL COPY

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: **To Have and to Hold** the same premises to the said party of the second part, and to his heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, FOREVER.

(When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.)

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Jeanette M Pickard
Jeanette M. Pickard

Darlene J. Pickard
Darlene J. Pickard

David A. Dimmers

STATE OF MICHIGAN)
)ss.
COUNTY OF BARRY)

On Nov. 28, 1997, before me, a notary public in and for said county, personally appeared Darlene J. Pickard, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

David A. Dimmers, Notary Public
Barry County, Michigan
My Commission expires: 2/12/00

Drafted by:
David A. Dimmers (P12793)
DIMMERS & DOHERTY
221 South Broadway
Hastings, MI 49058

929-2

Michigan Department of Agriculture & Rural Development

FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Development Rights Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116. Please print or type. Attach additional sheets as needed. **Refer to the *Eligibility and Instructions document* before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body:
Date Received January 13, 2025
Application No: 25-3

State:
Date Received
Application No:
Approved: Rejected

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: PICKARD (Last) MICHAEL (First) (Initial)

(If more than two see #15) PICKARD (Last) JEANETTE (First) (Initial)

2. Mailing Address: 3762 HAMMOND ROAD (Street) HASTINGS (City) MI (State) 49058-9543 (Zip Code)

3. Phone Number: (Area Code) (269) 838-0594

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ( )

5. E-mail address: MIKEPICKARD1986@GMAIL.COM

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: BARRY 7. Township, City or Village: CARLTON

8. Section No. 30 Town No. 4N Range No. 8W

Parcel # (Tax ID): 04-030-686-00

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.
11. Is there a tax lien against the land described above? ☐ Yes ☒ No
If "Yes", please explain circumstances:
12. Does the applicant own the mineral rights? ☒ Yes ☐ No
If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No
Indicate who owns or is leasing rights if other than the applicant:
Name the types of mineral(s) involved:
13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved:
14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):
Name:
Address: (Street) (City) (State) (Zip Code)

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application *into the Farmland and Open Space Preservation Program.*

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if *the applicant is not one of the following – please leave blank*):

☑ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: MICHAEL PICKARD Title: _____

Name: JEANETTE PICKARD Title: _____

Name: _____ *Title:* _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

_____ a. 40 acres or more → complete only Section 16 (a thru g);

X b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or

_____ c. a specialty farm → complete only Sections 16 and 18.

16. *a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):*
CASH CROPS
b. Total number of acres on this farm: 36.8
c. Total number of acres being applied for (if different than above): _____
d. Acreage in cultivation: 33.12
e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____
f. All other acres (swamp, woods, etc.) 3.68
g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings___ Residence: _____ Barn: _____ Tool Shed: _____
Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____
Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products** (not from rental income):

$ 7485.12 / 33.12 = $ 226 **(per acre)**
total income — total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: $ _____
Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned certifies that this application identifies the owner of record, legal description of property, and all liens, covenants, and other encumbrances affecting the title to the land.

x Michael Pickard
(Signature of Applicant)

(Corporate Name, If Applicable)

x Jeanette Pickard
(Co-owner, If Applicable)

(Signature of Corporate Officer)

x 9-17-2024
(Date)

(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 1-13-25 **(Note: Local Governing Body has 45 days to take action)**

Action by Local Governing Body: Jurisdiction: Barry

☒ County ☐ Township ☐ City ☐ Village

This application is ☑ approved, ☐ rejected **Date of approval or rejection:** 1-14-25

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: Sarah VanDenburg

Property Appraisal: $ 229,400- is the current fair market value of the real property in this application.

Parcel Number (Tax ID): 08-04-030-1010-00

II. Please verify the following:

✓ Upon filing an application, clerk issues receipt to the landowner indicating date received.

✓ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

_____ *If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application,* attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Preservation Program, P.O. Box 30449, Lansing, MI 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):	**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**
COPY SENT TO:	___ Copy of Deed or Land Contract (most recent showing current ownership)
____County or Regional Planning Commission	____*Copy of most recent Tax Bill (must* include tax description of property)
____Conservation District	___Map of Farm
____Township (if county has zoning authority)	___ Copy of most recent appraisal record
	___ Copy of letters from review agencies (if available)
	___*Any other applicable documents*

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

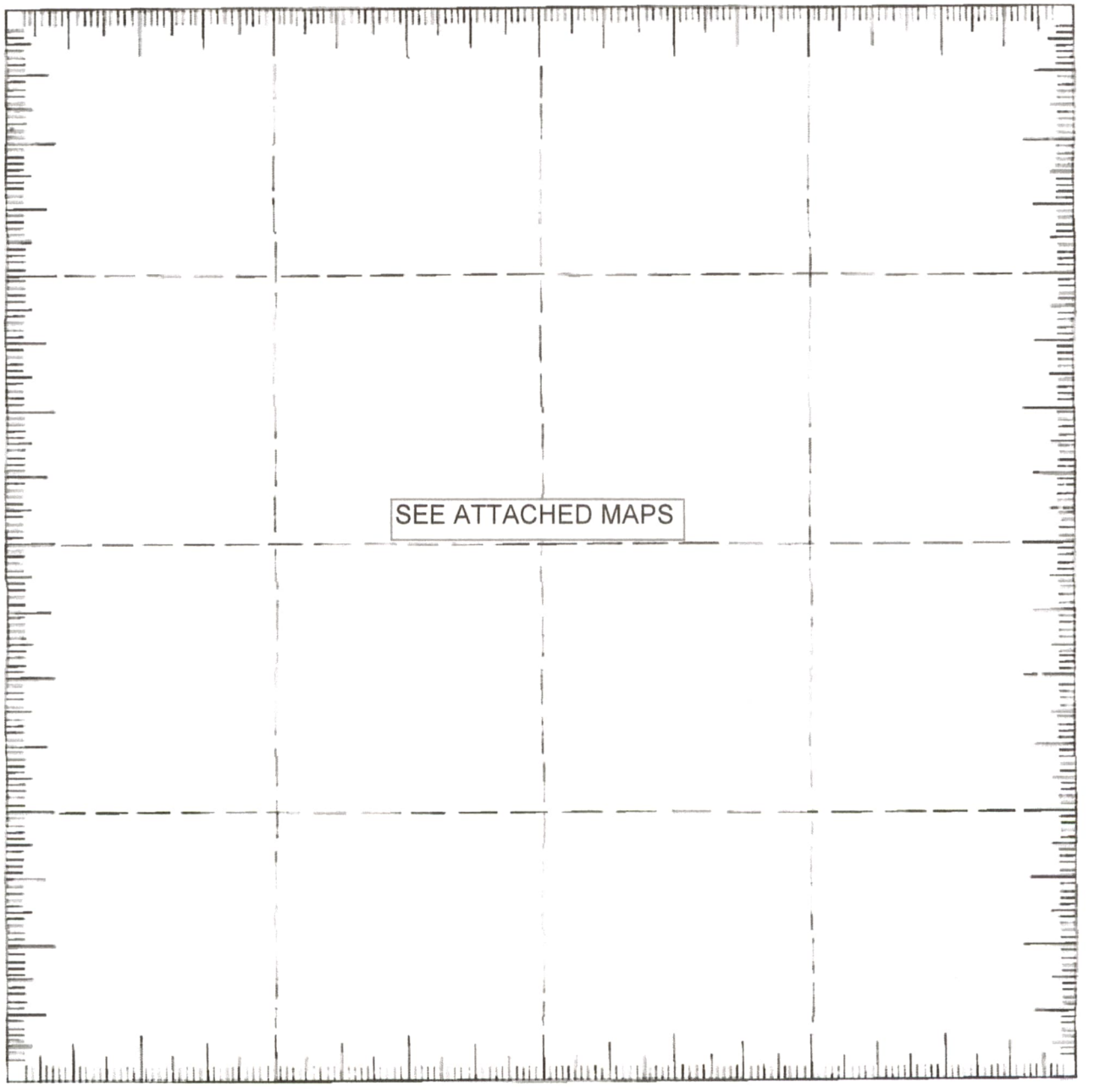
A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft^2 (1 $mile^2$) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County BARRY

Township CARLTON

T 4N R 8W Section 30

North



Barry County GIS

Parcel Report: 04-030-686-00

8/8/2024
1:00:25 PM

Parcel: 04-030-686-00

Property Address

KAISER RD
HASTINGS, MI 49058

Owner and Taxpayer Information

Owner	PICKARD MICHAEL & JEANETTE 3762 HAMMOND RD HASTINGS, MI 49058-8926	**Taxpayer**	SEE OWNER INFORMATION

Legal Description

W 1/2 NE 1/4 SW 1/4 SEC 30 T4N R8W. ALSO W 1/2 SE 1/4 NW 1/4 SEC 30 T4N R8W. EX COM S 1/4 POST SEC 30 T4N R8W, TH N0*18'53"W 1312.35FT, TH S88*01'33"W 626.21FT TO POB; TH S88*01'33"W 220FT, TH N0*27'17"W 272.85FT, TH N88*32'42"E 220.29FT, TH S0*23'06"E 270.86FT TO POB. 36.77 ACRES +/- (SPLIT FROM 030-250-300-00 IN 2008)

Other Information

General Information for 2024 Summer Taxes

School District	08030	**PRE/MBT**	100.0000%
Taxable Value	$31,335	**S.E.V.**	$114,700
Property Class	102 - AGRICULTURAL-VACANT	**Assessed Value**	$114,700
Tax Bill Number	*No Data to Display*	**Last Receipt Number**	*No Data to Display*
Last Payment Date	*No Data to Display*	**Number of Payments**	0
Base Tax	$349.88	**Base Paid**	$0.00
Admin Fees	$3.49	**Admin Fees Paid**	$0.00
Interest Fees	$0.00	**Interest Fees Paid**	$0.00
Total Tax & Fees	$353.37	**Total Paid**	$0.00
Renaissance Zone	0	**Mortgage Code**	*No Data to Display*

Tax Bill Breakdown for 2024 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
SET	*6.000000*	*$188.01*	*$0.00*
COUNTY TAX	5.165800	$161.87	$0.00
Admin Fees		$3.49	$0.00
Interest Fees		$0.00	$0.00
	11.165800	**$353.37**	**$0.00**

Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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Parcel: 04-030-686-00

Property Address

KAISER RD
HASTINGS, MI 49058

Owner and Taxpayer Information

Owner	PICKARD MICHAEL & JEANETTE 3762 HAMMOND RD HASTINGS, MI 49058-8926	**Taxpayer**	SEE OWNER INFORMATION

Legal Description

W 1/2 NE 1/4 SW 1/4 SEC 30 T4N R8W. ALSO W 1/2 SE 1/4 NW 1/4 SEC 30 T4N R8W. EX COM S 1/4 POST SEC 30 T4N R8W, TH N0*18'53"W 1312.35FT, TH S88*01'33"W 626.21FT TO POB; TH S88*01'33"W 220FT, TH N0*27'17"W 272.85FT, TH N88*32'42"E 220.29FT, TH S0*23'06"E 270.86FT TO POB. 36.77 ACRES +/- (SPLIT FROM 030-250-300-00 IN 2008)

Other Information

General Information for 2023 Winter Taxes

School District	08030	**PRE/MBT**	100.0000%
Taxable Value	$29,843		
Property Class	102 - AGRICULTURAL-VACANT	**Assessed Value**	$113,700
Tax Bill Number	No Data to Display	**Last Receipt Number**	00001057
Last Payment Date	02/07/2024	**Number of Payments**	1
Base Tax	$426.02	**Base Paid**	$0.00
Admin Fees	$4.26	**Admin Fees Paid**	$0.00
Interest Fees	$0.00	**Interest Fees Paid**	$0.00
Total Tax & Fees	$430.28	**Total Paid**	$430.28

Tax Bill Breakdown for 2023 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
SCHOOL DEBT	6.803100	*$203.02*	*$203.02*
SCHOOL OPERATING	17.795300	$0.00	$0.00
TOWNSHIP TAX	0.847500	$25.29	$25.29
FIRE TAX	1.458200	$43.51	$43.51
CHARLTON PARK	0.216400	$6.45	$6.45
C O A	0.470500	$14.04	$14.04
911	0.941600	$28.10	$28.10
BARRY CO TRANSIT	0.237700	$7.09	$7.09
MEDICAL FACILITY	0.605200	$18.06	$18.06
FREEPORT LIBRARY	0.476400	$14.21	$14.21
B I S D	2.220100	$66.25	$66.25
Admin Fees		$4.26	$0.00
Interest Fees		$0.00	$0.00
	32.072000	**$430.28**	**$430.28**

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UNOFFICIAL COPY

Adv. 997.60

Part of 08-04-030-350-300-00 1/2 1/2 1/2

Hastings, Michigan Dec. 5, 2007
Barry County, Treasurer's Office
I hereby certify that there are no tax liens or titles on the lands herein described and that all taxes have been fully paid for the five years preceeding the date of said instrument. This certificate does not apply to taxes, now in process of collection by township or city or village collecting officers.
County Treasurer

20071205-0004889
Darla Burghdoff P:1/2 3:32PM
Barry Cnty MI Rgstr DW

RECEIVED
2007 DEC -5 P 2:38
REGISTER OF DEEDS
BARRY COUNTY, MI

(2)

WARRANTY DEED

The Grantor: David Kaiser and Lou Ann Holton, husband and wife
Whose address is 1851 Iroquois Tr, Hastings, MI 49058

Conveys and Warrants to: Michael J. Pickard and Jeanette M. Pickard, husband and wife
Whose address is 3762 Hammond Rd., Hastings, MI 49058

The Land legally described as: Land situated in the Township of Carlton, County of Barry, State of Michigan:

PARCEL 2:
THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWN 4 NORTH, RANGE 8 WEST, EXCEPT THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWN 4 NORTH, RANGE 8 WEST, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 18'53" WEST 1312.35 FEET ALONG THE NORTH SOUTH 1/4 LINE TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 01'33" WEST 626.21 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 AND THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 01'33" WEST 220.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 27'17" WEST 272.85 FEET; THENCE NORTH 88 DEGREES 32'42" EAST 220.29 FEET TO SAID EAST LINE OF WEST 1/2;THENCE SOUTH 00 DEGREES 23'06" EAST 270.86 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

Commonly known as: V/L Kaiser Rd., Hastings, MI 49058

For the Sum of: $ 115,625.60, One Hundred Fifteen Thousand Six Hundred Twenty Five and 60/100

Subject to easements, restrictions and reservations of record, if any.

The Grantor grants to the Grantee the right to make All divisions under section 108 of the Land Division Act, Act 288 of the Public Acts of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act."

Dated this: 4th day of December, 2007

20071205-0004889

CONSIDERATION	$115,625.60
Barry COUNTY TAX	$127.60
MI STATE TAX	$870.00
TOTAL TAX	$997.60

Signed:

David Kaiser

Lou Ann Holton

UNOFFICIAL COPY

20071205-0004889
Darla Burghdoff P:2/2 3:32PM
Barry Cnty MI Rgstr DW

STATE OF Michigan
COUNTY OF BARRY
The foregoing instrument was acknowledged before me on 4th day of December, 2007 by David Kaiser and Lou Ann Holton, husband and wife

Belinda L. Falconer
Notary Public
Barry County,

My Commission Expires:

Belinda L. Falconer
Notary Public, Barry County, MI
Acting in_____, County, MI
My Comm. Exp. 5-21-11

Drafted by: David Kaiser
1851 Iroquois Tr
Hastings, MI 49058

Assisted by: Advantgage Title & Escrow Agency
203 South Michigan Avenue.
Hastings, MI 49058

When recorded return to: Michael J. Pickard
3762 Hammond Rd.
Hastings, MI 49058

File No. AT7406B

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, 2/25/25

DEPARTMENT: Administration

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Budget Amendment 25-A

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of Budget Amendment 25-A.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):
Approval of Budget Amendment 25-A.

DESCRIPTION OF ACTION:
Budget Amendment 25-A does not increase the total General Fund Revenue and Expenditure budgets. General Fund expenditure amendments include adjustments related to health insurance and payment in lieu of health insurance line items based on results of elections during open enrollment for 2025; salary increases for elected officials (approved by the Board in October 2024); salaries that were set for Chief/First Deputies of elected officials, reclassifications that have been approved since the 2025 budget was adopted, and approval of contractual services in the Treasurer's Office. The adjustments result in an overall increase in expenditure budgets of $42,164. The increase is offset by a reduction in Contingency to balance the revenue and expenditure budgets to the original adopted totals. Detail for the General Fund expenditure budget line item amendments is found on pages 8-9.

Special Revenue budget amendments at this time are limited to two corrections as detailed on page 13.

TIME FRAME OF ACTION: Upon approval.

FUNDING REQUIRED: YES_____ NO ____x_____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)___
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: None.

CONTACT PERSON WITH PHONE NUMBER: Eric Zuzga or Luella Dennison, 269-945-1284.

2025

BARRY COUNTY GENERAL FUND

REVENUE AND EXPENDITURE SUMMARY

SOURCES OF FUNDS	2021 Actual	2022 Actual	2023 Actual	2024 Amended	2025 Adopted	2025 Amendment	2025 Amended
TAXES	13,084,861	13,703,686	14,794,600	16,359,489	16,662,031	-	16,662,031
LICENSES AND PERMITS	88,160	76,680	81,992	92,050	92,150	-	92,150
FEDERAL AND STATE	2,540,687	2,203,812	2,455,350	2,359,037	2,457,261	-	2,457,261
CHARGES FOR SERVICES	1,948,619	1,592,632	1,361,688	1,330,264	1,384,020	-	1,384,020
RENTS/INTEREST	28,144	(287,905)	595,727	167,520	167,550	-	167,550
FINES / FORFEITS	23,240	18,753	19,355	16,000	13,000	-	13,000
OTHER REVENUE	781,329	1,035,407	9,153,975	1,048,277	1,237,822	-	1,237,822
TOTAL REVENUE	**18,495,040**	**18,343,065**	**28,462,687**	**21,372,637**	**22,013,834**	**-**	**22,013,834**

EXPENDITURES BY MANDATE	2021 Actual	2022 Actual	2023 Actual	2024 Amended	2025 Adopted	2025 Amendment	2025 Amended
MANDATED	13,213,297	13,775,969	13,820,738	15,422,274	15,731,508	58,517	15,790,025
Non-MANDATED/SERVICABLE	4,175,769	3,626,577	5,523,860	4,325,784	5,154,439	(16,353)	5,138,086
Non-MANDATED/no service re	424,174	432,271	478,981	648,504	612,887	(42,164)	570,723
PRIOR YR Non-Mandated & LEGISLATIVE	679,300	558,359	8,639,108	976,075	515,000	-	515,000
New Positions/Reclassifications	-	-	-	-	*295,924*	-	
TOTAL EXPENDITURES	**18,492,540**	**18,393,176**	**28,462,687**	**21,372,637**	**22,013,834**	**-**	**22,013,834**

2021	*2022*	*2023*	*2024*		*2026*	*2027*
2,500	***(50,111)***	-	-	-	-	-

New position total in the "2025 Adopted" column is included in department totals above.

BARRY COUNTY GENERAL FUND REVENUES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 REQUEST	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
TAXES									
402-000	Current Property Taxes	-	-	-	-	-	-	-	-
402-190	2019 Tax Collections	4	-	-	-	-	-	-	-
402-200	2020 Tax Collections	(3,549)	-	-	-	-	-	-	-
402-210	2021 Tax Collections	12,836,080	(66,364)	-	-	-	-	-	-
402-220	2022 Tax Collections	-	13,472,599	(69,115)	-	-	-	-	-
402-230	2023 Tax Collections	-	-	14,471,099	-	-	-	-	-
402-240	2024 Tax Collections	-	-	-	15,401,117	-	-	-	-
402-250	2025 Tax Collections		-	-	-	15,940,156	15,940,156	-	15,940,156
402-260	2026 Tax Collections		-	-	-	-	-	-	-
402-270	2027 Tax Collections	-	-	-	-	-	-	-	-
420-000	Del. Per. Prop/Tax Val	1,063	398	11	2,000	2,000	2,000	-	2,000
421-000	Taxable Value Change	2,408	3,552	560	1,000	1,500	1,500	-	1,500
425-000	Trailer Taxes	7,142	6,858	6,673	7,000	5,000	5,000	-	5,000
426-000	Payments in Lieu of Ta	13,666	21,295	20,123	20,000	15,000	15,000	-	15,000
429-000	Commercial Forest Re	-	-	36	27	30	30	-	30
439-000	Marihuana Tax	28,001	56,453	-	236,345	236,345	236,345	-	236,345
441-000	Local Community Stab	163,718	173,033	329,404	650,000	420,000	420,000	-	420,000
445-010	Interest on Taxes	36,328	35,862	35,809	42,000	42,000	42,000	-	42,000
	SUBTOTAL	**13,084,861**	**13,703,686**	**14,794,600**	**16,359,489**	**16,662,031**	**16,662,031**	**-**	**16,662,031**
LICENSES & PERMITS									
477-000	Dog Licenses	29,695	26,100	25,452	30,000	30,000	30,000	-	30,000
477-010	Dog License Late Fee	-	-	-	-	-	-	-	-
478-000	Kennel Licenses	320	290	280	300	300	300	-	300
479-000	Marriage Licenses	2,195	2,125	1,950	2,000	2,000	2,000	-	2,000
479-010	Out of State Marriage	310	360	470	350	350	350	-	350
480-000	Marriage License Fees	6,585	6,375	6,010	6,500	6,000	6,000	-	6,000
481-000	Marriage Waiver	200	400	480	400	500	500	-	500
485-000	Planning Services	48,855	41,030	47,350	52,500	53,000	53,000	-	53,000
	SUBTOTAL	**88,160**	**76,680**	**81,992**	**92,050**	**92,150**	**92,150**	**-**	**92,150**
FEDERAL & STATE									
506-000	EMP Grant	62,022	52,760	35,481	35,481	17,551	17,551	-	17,551
506-020	Supplemental Fund Gr	7,746	-	14,250	7,000	7,000	7,000	-	7,000
521-000	Federal Grant-EPA Bro	226,213	-	-	-	-	-	-	-
528-000	Other Federal Grants-(	165,706	-	-	-	-	-	-	-
540-000	Probate Judges Salary	167,658	162,334	181,403	172,450	172,134	172,134	-	172,134
541-000	Circuit Court Judges S	45,724	45,724	45,724	45,724	45,724	45,724	-	45,724
542-000	District Court Judges S	45,724	45,724	45,724	45,724	45,724	45,724	-	45,724
543-000	State Court Fund Distr	197,219	191,317	192,146	192,000	192,000	192,000	-	192,000
543-010	Jury Fee - Trial Courts	4,011	4,167	2,988	2,900	2,900	2,900	-	2,900
544-000	Probation Allocated Gr	-	-	-	-	-	-	-	-
544-030	Caseflow Assistance	7,134	6,358	5,792	5,700	5,700	5,700	-	5,700
545-000	Secondary Road Patro	63,045	80,405	92,885	96,905	96,905	96,905	-	96,905
560-000	State Grant-Medical M	28,897	25,191	70,837	22,000	22,000	22,000	-	22,000
563-000	State Grant - Brownfie	1,691	24,692	31,033	-	-	-	-	-
564-000	State Grant-RTA	-	-	21,295	-	-	-	-	-
564-010	State Grant-CPLR	-	-	11,833	12,000	12,000	12,000	-	12,000
565-000	State Grants-MDOC L	48,165	12,285	-	-	-	-	-	-
566-000	State Grants - CJO	13,659	27,317	27,317	27,317	27,317	27,317	-	27,317
567-000	Marine Safety Program	54,900	58,400	59,400	59,400	59,400	59,400	-	59,400
569-010	Crime Victims Rights-(	2,648	1,962	1,977	2,000	2,000	2,000	-	2,000
571-000	State Grant Conv & To	159,402	160,207	238,713	248,296	255,589	255,589	-	255,589
AUDIT	Local Assistance & Tri	-	50,000	50,000	-	-	-	-	-
574-000	State Sales Tax	1,206,925	1,245,658	1,317,316	1,374,840	1,484,017	1,484,017	-	1,484,017
576-000	Liquor Law Enforceme	9,307	9,311	9,236	9,300	9,300	9,300	-	9,300
577-000	Voters Aid Registratior	66	-	-	-	-	-	-	-
589-010	Sewer Administration F	22,825	-	-	-	-	-	-	-
	SUBTOTAL	**2,540,687**	**2,203,812**	**2,455,350**	**2,359,037**	**2,457,261**	**2,457,261**	**-**	**2,457,261**
CHARGES FOR SERVICE									
601-000	Circuit Court Costs	73,593	43,000	56,481	56,000	50,000	50,000	-	50,000
601-010	Contempt of Court	300	85	200	-	-	-	-	-
601-020	Cell Phone Contempt (	-	30	-	-	-	-	-	-
601-030	Attorney Fees - Crimir	6,177	1,821	902	-	-	-	-	-
601-040	Attorney Fees - Civil/C	-	-	-	-	-	-	-	-
601-050	MACCS Reimburseme	173,439	-	-	5,500	10,000	10,000	-	10,000
601-101	Circuit Court Late Fees	5,665	7,530	8,520	7,500	7,500	7,500	-	7,500
602-000	Circuit Court Bond Cos	1,655	2,070	3,350	3,000	2,500	2,500	-	2,500
603-000	District Court Costs	285,866	248,113	267,210	271,500	265,000	265,000	-	265,000
604-000	District Court Bond Co	4,287	5,325	6,412	7,500	6,000	6,000	-	6,000
605-000	District Court Civil Fee	69,036	72,596	76,691	67,200	60,000	60,000	-	60,000

BARRY COUNTY GENERAL FUND REVENUES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 REQUEST	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
607-010	Filing Fees + 215 Clerl	2,077	1,278	1,476	1,500	1,500	1,500	-	1,500
607-030	Jury Fees	1,300	1,080	1,675	1,000	1,000	1,000	-	1,000
607-050	Appeal Fees	150	125	75	25	25	25	-	25
607-060	Reinstatement Fees	62	-	-	124	-	-	-	-
607-070	Reinstatement Fees	25	-	-	-	-	-	-	-
607-080	Motion Fees +PC 215	4,770	4,460	4,320	4,000	4,000	4,000	-	4,000
607-090	Paternity Fee	70	74	102	80	80	80	-	80
607-110	Filing Fees	10,169	9,275	10,110	9,000	9,000	9,000	-	9,000
607-120	Filing Fee Ordered -C	31	-	-	-	-	-	-	-
609-000	Register of Deeds Ser	90	(30)	30	-	-	-	-	-
609-010	Recording Fees	341,646	271,697	216,592	210,770	220,300	220,300	-	220,300
609-020	Record Search	1,217	19,743	15,126	12,000	16,000	16,000	-	16,000
609-030	Recording Fees-Remo	-	-	-	-	-	-	-	-
609-040	County Admin Fee 1%	658	486	541	600	550	550	-	550
609-050	Other	-	-	-	-	-	-	-	-
609-060	Financing Statements	125	100	-	-	-	-	-	-
609-080	DNA Sampling (Clerk)	2	-	-	-	-	-	-	-
609-090	DNA 2015 Clerk	220	229	138	250	-	250	-	250
610-000	Real Estate Transfer T	468,880	432,930	357,105	320,000	360,000	360,000	-	360,000
611-000	FOC Service Fees	49,271	46,859	50,927	50,000	50,000	50,000	-	50,000
612-000	Investigative Fees	525	1,875	1,300	1,500	1,500	1,500	-	1,500
613-000	Blood Draw	-	-	72	-	-	-	-	-
614-000	MSSR Co. Portion	899	206	-	-	-	-	-	-
618-010	Tax Certification Fees	11,195	9,900	8,450	9,000	10,500	10,500	-	10,500
618-020	Tax History Fees	12	-	12	15	15	15	-	15
618-030	Tax Search Fees	546	146	52	200	200	200	-	200
618-050	Other County Treas Se	235	261	116	200	200	200	-	200
621-010	Certified Copies	3,270	3,652	3,342	3,500	3,000	3,000	-	3,000
621-020	Partnership, Assumed	1,800	1,640	1,305	2,000	1,200	1,200	-	1,200
621-030	Notary Bond Filing	848	1,000	802	1,000	900	900	-	900
621-050	Notorial Certs/Power A	5	150	-	150	10	10	-	10
621-060	Other County Clerk Se	1,214	1,382	880	1,100	50	50	-	50
621-070	Record Search	87,984	34,436	50	-	-	-	-	-
621-080	Notorizing-Witnss	750	1,005	835	1,130	830	830	-	830
621-090	Campaign Finance Lat	-	-	-	-	-	-	-	-
621-100	CCW Photos	-	-	-	-	-	-	-	-
621-120	Vital Records copies	65,319	61,433	60,634	65,000	60,000	60,000	-	60,000
621-121	Official Records Online	-	495	868	1,000	1,000	1,000	-	1,000
621-130	DBA/Co-Part Cert/Non	28	80	11	80	10	10	-	10
621-140	DBA/Co-Part Cert@fili	22	7	4	10	10	10	-	10
621-150	DBA/Co-Part Change/	83	30	31	30	25	25	-	25
621-160	DBA/On Time Renewa	164	96	92	100	100	100	-	100
622-000	Probate Court Service	11,428	8,180	6,911	2,650	-	-	-	-
623-000	Service Fees Juvenile	63	60	875	-	-	-	-	-
623-020	Probate Assessments	56	43	65	30	30	30	-	30
623-030	DNA Sampling (Family	25	18	22	30	-	25	-	25
623-040	20% Late Fee	233	110	203	175	-	175	-	175
625-000	Sex Offender Registrat	3,800	4,640	4,640	5,000	5,700	5,700	-	5,700
625-010	Probate Court Fees	21,789	20,150	19,677	21,700	21,700	21,700	-	21,700
625-030	Marriage Ceremonies	-	-	10	-	-	-	-	-
625-050	Jury Fees	-	-	-	-	-	-	-	-
625-060	Change of Name	300	100	230	150	250	250	-	250
625-080	Deposit Boxes	-	-	10	-	-	-	-	-
625-110	Adoption Collection Fe	60	180	120	190	160	160	-	160
625-130	Certified Copies	4,691	4,351	4,555	4,500	4,500	4,500	-	4,500
625-140	MOT/PET/ACCT/OBJ/	2,380	2,420	1,940	2,400	2,000	2,000	-	2,000
625-150	Trust Reg/Will Safe Ke	825	950	750	900	900	900	-	900
625-160	Appeals Probate Court	-	-	25	-	-	-	-	-
626-000	District Court Crime Vi	4,522	4,040	4,896	4,000	4,000	4,000	-	4,000
627-000	Animal Shelter Fees	4,414	3,750	2,230	5,000	5,000	5,000	-	5,000
629-020	Boat Livery Inspection	-	-	-	25	60	60	-	60
629-030	Photographic Services	3,880	4,147	4,477	4,400	2,100	4,400	-	4,400
629-040	Vehicle Inspection	390	630	550	500	500	500	-	500
629-050	Other Sheriff Services	35,203	57,630	59	100	100	100	-	100
629-060	Gun Permits	1,030	1,390	1,180	1,000	1,015	1,015	-	1,015
629-070	Kennel Inspections	280	290	270	300	300	300	-	300
635-000	Prisoners Board	17,230	19,076	16,206	18,000	16,000	18,000	-	18,000
635-080	Fingerprinting	8,379	10,924	11,394	9,900	10,500	10,500	-	10,500

BARRY COUNTY GENERAL FUND REVENUES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 REQUEST	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
635-090	DNA Sampling (Sherif	62	45	55	50	50	50	-	50
635-100	DNA Sampling (Sherif	4	-	-	-	-	-	-	-
635-110	DNA 2015 Sheriff	549	573	348	350	350	350	-	350
639-000	Mapping Department S	7,376	9,009	7,642	8,000	1,000	1,000	-	1,000
639-010	IT Dept. Services	956	8,252	1,273	4,000	4,000	4,000	-	4,000
639-020	Abstract Dept. Service	1,952	7,934	16,667	18,000	18,000	18,000	-	18,000
639-030	Assessor Training - Ho	-	-	-	-	-	-	-	-
641-000	Transportation of Prisc	-	1,538	3,654	2,500	2,500	2,500	-	2,500
644-000	Record Copying Fees	104,416	85,301	38,785	52,000	89,100	89,100	-	89,100
645-000	Sale of Meals	-	-	-	-	-	-	-	-
646-000	Sale of Office Supplies	-	-	-	100	100	100	-	100
646-010	Sale of District Court F	3,471	13,242	11,290	13,000	6,000	6,000	-	6,000
646-020	Sale of Family Court F	960	1,655	1,653	1,600	1,600	1,600	-	1,600
647-000	Animal Adoption Fees	12,486	14,446	14,709	15,000	15,000	15,000	-	15,000
647-010	Cremation	614	908	1,056	1,500	2,000	2,000	-	2,000
647-020	Cremation Permits	11,585	11,305	10,815	10,000	10,300	10,300	-	10,300
647-030	Rabies shots/vet	2,565	3,699	3,191	4,000	4,000	4,000	-	4,000
647-031	Microchip	-	-	40	-	1,000	1,000	-	1,000
647-040	Sterilization Fee	4,590	4,887	6,252	5,500	6,300	6,300	-	6,300
649-000	Sale of Scrap & Salvag	375	79	6,124	150	150	150	-	150
AUDIT	Rounding	-	10	-	-	-	-	-	-
	SUBTOTAL	1,948,619	1,592,632	1,361,688	1,330,264	1,379,270	1,384,020	-	1,384,020
FINES & FORFEITS									
656-000	Bond Forfeitures	5,370	8,465	8,820	6,000	3,000	3,000	-	3,000
657-000	Ordinance Fines	17,870	10,288	10,535	10,000	10,000	10,000	-	10,000
	SUBTOTAL	23,240	18,753	19,355	16,000	13,000	13,000	-	13,000
RENTS & INTEREST									
665-000	Interest Earned	10,612	(294,448)	584,631	150,000	150,000	150,000	-	150,000
665-010	Interest Earned on Pay	32	43	96	20	50	50	-	50
667-000	Rent on Land	-	-	-	-	-	-	-	-
667-010	Rent on Marine Vehicl	6,500	6,500	-	6,500	6,500	6,500	-	6,500
667-020	Rent on Equipment	11,000	-	11,000	11,000	11,000	11,000	-	11,000
667-050	Rent on Health Dept. E	-	-	-	-	-		-	-
671-010	Admin Fee	-	-	-	-	-		-	-
	SUBTOTAL	28,144	(287,905)	595,727	167,520	167,550	167,550	-	167,550
OTHER REVENUE									
675-000	Donations	10,000	10,010	10,000	10,000	-	10,000	-	10,000
678-000	Hospitalization Reimb	-	-	-	-	-	-	-	-
679-000	Miscellaneous Revenu	2,675	1,024	1,190,104	208,075	201,100	201,100	-	201,100
679-010	Miscellaneous Reimbu	80,603	62,069	13,478	1,050	150	150	-	150
679-020	FOIA Reimbursement	81	312	3,311	100	100	100	-	100
680-000	Canvassing Reimburse	129	3,670	1,538	3,600	500	500	-	500
681-000	Central Services Cost	-	-	-	-	-		-	-
682-000	Reimbursement Dog D	-	-	-	-	-		-	-
683-000	Housing Reimb/State I	-	-	-	-	-		-	-
684-000	Opioids Settlement Fu	-	-	-	-	-		-	-
685-000	SSSP Sheriff Reimbur	6,843	14,685	-	-	-		-	-
687-000	Attorney Fee Reimburs	-	-	-	-	-		-	-
692-010	Refunds Treasurer	-	-	-	-	-		-	-
692-020	Refunds Clerk	-	-	-	-	-		-	-
692-030	Refunds Probate	7,151	9,687	11,744	9,600	-	-	-	-
692-040	Refunds Prosecutor	225	-	225	225	225	225	-	225
692-050	Refunds Sheriff	89	412	10,751	300	600	600	-	600
692-060	Miscellaneous Refunds	10	79	13	-	-	-	-	-
692-070	FOC Refunds	-	-	-	-	-	-	-	-
693-000	Sale of Capital Assets	-	-	-	-	-	-	-	-
694-000	Cash Over/Short	126	12	747,450	-	-	-	-	-
696-000	Bond or Insurance Rec	-	-	-	-	-	-	-	-
???	Bal. from closed acct (a	-	-	52	-	-	-	-	-
697-000	Gain on Sale of Assets	-	-	3,564	-	-	-	-	-
	SUBTOTAL	107,932	101,960	1,992,230	232,950	202,675	212,675	-	212,675
	TOTAL GENERAL FUND	17,821,643	17,409,618	21,300,942	20,557,310	20,973,937	20,988,687	-	20,988,687
	+Bldg Rehab interest	1,992	-	*38,886*					
	+Bldg Rehab other rev	-	-	*39,721*					
	Ag Preservation state g	-	-	*787,750*					
	Transfer in-Restitution	-	133,322						
	TOTAL GENERAL FUND (shown to tie to Audit)	17,823,635	17,542,940	22,167,299					

BARRY COUNTY GENERAL FUND REVENUES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 REQUEST	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
697-000	Proceeds FA	10,000	-		-	-	-	-	-
699-000	Appropriation Transfer in	-	-	-	-	-	-	-	-
699-232	Transfer in from Animal Shltr Donat	-	-	-	-	-	67,000	-	67,000
699-261	Transfer in from Indigent Def.	22,602	22,602	35,449	41,370	31,385	31,385	-	31,385
699-264	Transfer in from CPL Fund	-	193,542	-	-	-	-	-	-
699-248	Transfer in from Bldg Rehab	-	-	-	70,000	166,600	166,600	-	166,600
699-253	Transfer in from Mstr Land	-	-	-	-	-	-	-	-
699-637	Transfer in from Data Processing	-	-	-	59,444	197,400	-	-	-
699-284	Transfer in from 2021 ARP Act	-	217,303	5,376,296	-	-	-	-	-
699-286	Transfer in from Juv. Drug Ct.	-	-	-	-	-	-	-	-
699-297	Transfer in from Diverted Fel.	-	-	-	60,000	60,000	209,699	-	209,699
699-616	100% Umbrella Tax Fund	640,795	500,000	1,750,000	500,000	500,000	500,000	-	500,000
699-661	Transfer in from Vehicle Fund	-	-	-	84,513	50,463	50,463	-	50,463
New	Transfer in from Drain fund	-	-	-	-	-	-	-	-
	SUBTOTAL	673,397	933,447	7,161,745	815,327	1,005,848	1,025,147	-	1,025,147
GENERAL FUND TOTAL w/transfers in		18,495,040	18,343,065	28,462,687	21,372,637	21,979,785	22,013,834	-	22,013,834

BARRY COUNTY GENERAL FUND EXPENDITURES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
MANDATED SERVICES								
151	Adult Probation	8,919	10,030	9,633	11,030	8,370	-	8,370
999-662	Child Care Approp.	273,079	266,460	189,505	300,000	300,000	-	300,000
215	Clerk	632,525	604,669	530,081	705,912	484,468	(7,997)	476,471
101	Commissioners	204,929	211,161	248,894	266,899	276,235	23,195	299,430
275	Drain Commissioner	232,800	263,166	220,384	266,544	294,141	15,779	309,920
191	Elections	21,853	108,093	22,502	167,600	39,250	-	39,250
225	Equalization	266,529	310,190	349,068	413,986	444,793	(6,062)	438,731
230	Extraditions	4,885	2,286	-	3,000	3,000	-	3,000
999-353	F.O.C. Building Debt Approp.	50,795	-	-	-	-	-	-
148	Family Court Division	839,104	937,016	932,527	1,066,282	1,017,514	(15,594)	1,001,920
999-143	Friend of the Court Approp.	248,116	100,000	221,899	300,000	270,000	-	270,000
601	Health Dept. Approp	456,796	470,500	484,615	499,153	516,625	-	516,625
865	Property & Liability Insurance	424,166	446,521	481,247	497,442	512,215	-	512,215
351	Jail	2,542,872	2,604,188	2,645,285	2,937,824	3,031,375	24,628	3,056,003
147	Jury Board	3,160	8,941	3,480	11,500	11,500	-	11,500
	Retiree Health Ins	48,394	-	-	-	-	-	-
648	Medical Examiner	155,169	167,493	172,140	186,834	181,234	-	181,234
999-649	Mental Health Approp.	154,500	154,500	154,500	154,500	154,500	-	154,500
229	Prosecutor	890,715	917,586	940,802	984,442	1,038,122	4,190	1,042,312
236	Register of Deeds	274,866	307,890	294,559	306,089	340,501	(1,506)	338,995
999-244	Remonumentation	25,155	26,203	26,547	26,853	12,000	-	12,000
301	Sheriff	3,318,924	3,646,783	3,766,093	3,998,068	4,131,314	(3,679)	4,127,635
999-670	Social Welfare (Admin)	7,840	7,840	7,840	7,840	8,600	-	8,600
631	Substance Abuse Approp.	79,701	79,792	98,363	99,318	102,236	-	102,236
254	Tax Tribunal Refunds	3,828	8,062	5,053	9,000	9,000	-	9,000
253	Treasurer	252,278	259,806	262,651	299,875	323,959	22,895	346,854
999-261	Public Defender Indigent Approp	231,076	422,651	233,113	233,113	233,113	-	233,113
140	Trial Court Criminal/Civil	1,560,323	1,434,142	1,519,957	1,669,170	1,987,443	2,668	1,990,111
	SUBTOTAL	**13,213,297**	**13,775,969**	**13,820,738**	**15,422,274**	**15,731,508**	**58,517**	**15,790,025**
NON-MANDATED, SERVICE LEVEL REQUIRED								
175	Administration	338,383	421,119	505,191	544,314	706,197	4,085	710,282
999-131	Adult Drug Court Approp.	26,368	41,935	39,991	73,309	189,151	-	189,151
355	Animal Control	94,900	105,154	102,489	108,011	112,715	-	112,715
430	Animal Shelter	276,876	347,017	385,848	392,366	471,691	(5,209)	466,482
999-966	Building Rehab Approp.	311,061	-	427,012	-	-	-	-
900	Capital	-	-	-	-	-	-	-
999-249	Capital Replacement Approp.	84,835	-	427,013	-	-	-	-
334	Court Security	109,049	114,790	133,094	162,472	209,699	-	209,699
265	Courthouse & Grounds	593,927	622,952	680,912	764,405	812,271	(244)	812,027
999-638	Data Processing Approp.	84,835	-	427,012	-	-	-	-
426	Emergency Management	162,532	158,709	141,165	154,224	158,019	-	158,019
266	Health Department Building	130,445	138,872	158,681	178,609	184,621	(58)	184,563
999-668	Juvenile Justice Approp.	87,904	92,074	84,638	53,985	64,318	-	64,318
243	Land Information Services	439,517	507,210	504,874	495,878	569,392	-	569,392
999-145	Law Library Approp.	25,500	18,500	19,250	20,550	21,900	-	21,900
211	Legal Counsel	84,021	69,979	74,442	85,000	85,000	-	85,000
317	Snowmobile Enforcement	1,283	-	-	1,032	1,032	-	1,032
331	Marine	99,866	110,797	125,721	163,137	159,697	-	159,697
299	Miscellaneous	380,691	292,033	306,378	442,600	449,900	-	449,900
400	Planning & Zoning	296,271	290,861	265,624	315,553	431,470	(14,927)	416,543
441	Public Works	190,978	24,692	31,033	5,000	5,000	-	5,000
333	Road Patrol	113,315	108,945	121,341	127,497	131,236	-	131,236
689	Soldier/Sailor Relief	11,464	8,068	3,053	40,000	40,000	-	40,000
999-281	Swift & Sure Program	42,782	52,755	27,197	55,877	100,839	-	100,839
999-282	56B Sobriety Court	25,677	31,093	39,425	49,296	155,859	-	155,859
999-981	Vehicle Replacement Approp.	94,835	-	427,013	-	-	-	-
682	Veterans Affairs	39,054	43,822	43,863	55,169	56,932	-	56,932
681	Veterans Burial	29,400	25,200	21,600	37,500	37,500	-	37,500
	SUBTOTAL	**4,175,769**	**3,626,577**	**5,523,860**	**4,325,784**	**5,154,439**	**(16,353)**	**5,138,086**

BARRY COUNTY GENERAL FUND EXPENDITURES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
NON-MANDATED, NO SERVICE LEVEL REQUIRED								
NEW	Revolving Drain Interfund Loan	-	-	-	-	-	-	-
999-676	Agriculture Promotion Bd. Approp	10,000	10,001	10,000	10,000	10,000	-	10,000
999-895	Airport Approp.	-	-	-	-	-	-	-
261	Building Authority	-	-	-	-	-	-	-
999-208	Charlton Park Appropriation	-	-	41,129	-	-	-	-
999-672	Comm. on Aging Approp.	-	-	-	-	-	-	-
890	Contingency	-	-	-	120,862	121,279	(42,164)	79,115
257	Cooperative Extension	124,182	125,918	129,500	134,214	138,180	-	138,180
999-728	Economic Development App.	155,585	140,585	152,585	152,585	152,585	-	152,585
429	Emergency Contingency	-	-	-	-	-	-	-
999-	Gypsy Moth Admin Approp	-	-	-	-	-	-	-
999-243	Master Land Use Plan Approp	-	10,000	-	40,000	-	-	-
999-756	Parks & Rec. Approp.	89,473	100,833	100,833	130,909	130,909	-	130,909
999-449	Road Approp.	11,334	11,334	11,334	11,334	11,334	-	11,334
280	Soil Conservation Approp.	32,500	32,500	32,500	47,500	47,500	-	47,500
999-623	Solid Waste Approp.	1,100	1,100	1,100	1,100	1,100	-	1,100
999-841	Approp Out FEMA EI	-	-	-	-	-	-	-
999-263	Transfer to School Liaison	-	-	-	-	-	-	-
	SUBTOTAL	**424,174**	**432,271**	**478,981**	**648,504**	**612,887**	**(42,164)**	**570,723**
PRIOR YR NON-MANDATED, NO SERVICE LEVEL REQUIRED								
316	OHSP UAD Grant	-	-	-	-	-	-	-
999-208	Transfer to Charlton Park	-	-	-	-	-	-	-
999-238	Community Corrections Appr.	-	-	-	-	-	-	-
999-263	Transfer to School Liaison	-	-	-	-	-	-	-
999-265	Drug Law Enforcement Approp	-	-	-	-	-	-	-
999-267	Transfer to Crime Victim Rights	-	-	15,000	35,000	15,000	-	15,000
999-277	Middleville Police Approp	6,712	-	-	-	-	-	-
999-325	Central Dispatch Approp	32,583	-	-	-	-	-	-
999-358	Thornapple Manor Approp.	-	-	-	-	-	-	-
999-463	COA Bldg Constr Fund Approp	-	-	3,000,000	-	-	-	-
999-466	Public Safety Construction Approp	-	-	5,124,108	207,075	-	-	-
999-677	Health Ins. Approp.	-	-	-	-	-	-	-
999-677.1	Health Ins. Approp./Retiree	-	58,359	-	-	-	-	-
999-678	Disability Approp.	-	-	-	-	-	-	-
999-682	Retirement Fund Approp	640,005	500,000	500,000	734,000	500,000	-	500,000
999-684	Unemployment Fund Approp.	-	-	-	-	-	-	-
	SUBTOTAL	**679,300**	**558,359**	**8,639,108**	**976,075**	**515,000**	**-**	**515,000**
	SUBTOTAL	**18,492,540**	**18,393,176**	**28,462,687**	**21,372,637**	**22,013,834**	**-**	**22,013,834**
NEW POSITION REQUESTS (General Fund only)								
		-	-	-	-	-	-	-
IT	Network & Sec. Arch. (2 Pt)	-	-	-	-	73,062	-	-
Clerk	Deputy Clerk from PT to FT	-	-	-	-	40,786	-	-
Animal Shelter	PT Kennel Workers (2-4)	-	-	-	-	62,908	-	-
Administration	Human Resources Mgr (FT)	-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
	SUBTOTAL	**-**	**-**	**-**	**-**	**176,756**	**-**	**-**
	GENERAL FUND TOTAL	**18,492,540**	**18,393,176**	**28,462,687**	**21,372,637**	**22,013,834**	**-**	**22,013,834**

BARRY COUNTY GENERAL FUND EXPENDITURES

			Amendment A-25			Page 1
FUND NUMBER	Department		Line Item	2025 BUDGET	2025 AMENDMENT	2025 AMENDED
101-101	Commissioners	Salary	E-703-000	113,559	5,225	118,784
		FICA	E-715-000	10,664	400	11,064
		Health Insurance	E-716-010	40,001	21,050	61,051
		Payment in Lieu of Health Insurance	E-716-050	25,088	(5,246)	19,842
		Retirement	E-718-000	37,962	1,736	39,698
		WC	E-719-060	659	30	689
					23,195	
101-140	Trial Court Criminal/Civil	Longevity	E-703-010	4,809	(600)	4,209
		Health Insurance	E-716-010	165,257	4,842	170,099
		Payment in Lieu of Health Insurance	E-716-050	39,431	(1,574)	37,857
					2,668	
101-148	Trial Court Family	Health Insurance	E-716-010	100,799	(15,857)	84,942
		Payment in Lieu of Health Insurance	E-716-050	1,574	263	1,837
					(15,594)	
101-175	Administration	Permanent Salaries	E-704-000	248,791	12,800	261,591
		Sick Payoff	E-704-020	9,651	318	9,969
		FICA	E-715-000	30,991	1,004	31,995
		Health Insurance	E-716-010	67,541	(14,208)	53,333
		Retirement	E-718-000	117,873	4,033	121,906
		Disability Claims	E-719-030	1,475	49	1,524
		Unemployment	E-719-050	466	15	481
		WC	E-719-060	2,251	74	2,325
					4,085	
101-215	Clerk	Salary	E-703-000	81,707	3,763	85,470
		Permanent Salaries	E-704-000	162,856	7,995	170,851
		Sick Payoff	E-704-020	4,051	200	4,251
		FICA	E-715-000	20,112	1,107	21,219
		Health Insurance	E-716-010	39,294	(31,575)	7,719
		Payment in Lieu of Health Insurance	E-716-050	13,683	6,500	20,183
		Retirement	E-718-000	81,419	3,905	85,324
		Disability Claims	E-719-030	619	30	649
		Unemployment	E-719-050	196	10	206
		WC	E-719-060	1,419	68	1,487
					(7,997)	
101-225	Equalization	Health Insurance	E-716-010	28,769	(12,627)	16,142
		Payment in Lieu of Health Insurance	E-716-050	10,120	6,565	16,685
					(6,062)	
101-229	Prosecutor	Salary	E-703-000	125,244	5,766	131,010
		Permanent Salaries	E-704-000	479,799	669	480,468
		Sick Payoff	E-704-020	11,934	16	11,950
		FICA	E-715-000	48,422	493	48,915
		Health Insurance	E-716-010	106,127	1,932	108,059
		Payment in Lieu of Health Insurance	E-716-050	20,524	(6,841)	13,683
		Retirement	E-718-000	196,184	2,117	198,301
		Disability Claims	E-719-030	1,824	2	1,826
		Unemployment	E-719-050	576	1	577
		WC	E-719-060	3,232	35	3,267
					4,190	
101-236	Register of Deeds	Salary	E-703-000	75,764	3,489	79,253
		Permanent Salaries	E-704-000	93,100	(4,356)	88,744
		Sick Payoff	E-704-020	2,316	(108)	2,208
		FICA	E-715-000	13,238	(217)	13,021
		Retirement	E-718-000	56,080	(288)	55,792
		Disability Claims	E-719-030	354	(16)	338
		Unemployment	E-719-050	112	(5)	107
		WC	E-719-060	980	(5)	975
					(1,506)	
101-253	Treasurer	Salary	E-703-000	79,160	3,645	82,805
		Permanent Salaries	E-704-000	93,618	5,653	99,271
		Sick Payoff	E-704-020	2,329	140	2,469

BARRY COUNTY GENERAL FUND EXPENDITURES

		FICA	E-715-000	13,442	1,123	14,565
		Health Insurance	E-716-010	58,241	(25,958)	32,283
		Payment in Lieu of Health Insurance	E-716-050	-	5,247	5,247
		Retirement	E-718-000	55,900	2,962	58,862
		Disability Claims	E-719-030	356	22	378
		Unemployment	E-719-050	113	7	120
		WC	E-719-060	1,003	54	1,057
		Contractual Services	E-816-000	-	30,000	30,000
					22,895	
101-265	Building & Grounds	Health Insurance	E-716-010	38,653	(2,276)	36,377
		Payment in Lieu of Health Insurance	E-716-050	6,282	2,032	8,314
					(244)	
101-266	Bldg & Grds Health Dept	Health Insurance	E-716-010	9,067	(534)	8,533
		Payment in Lieu of Health Insurance	E-716-050	1,474	476	1,950
					(58)	
101-275	Drain Commissioner	Salary	E-703-000	75,669	3,584	79,253
		Permanent Salaries	E-704-000	79,077	7,120	86,197
		Sick Payoff	E-704-020	1,967	177	2,144
		FICA	E-715-000	12,012	832	12,844
		Retirement	E-718-000	51,491	3,554	55,045
		Disability Claims	E-719-030	301	27	328
		Unemployment	E-719-050	95	12	107
		WC	E-719-060	3,653	473	4,126
					15,779	
101-301	Sheriff	Salary	E-703-000	103,050	4,744	107,794
		Health Insurance	E-716-010	239,273	(8,423)	230,850
					(3,679)	
101-351	Jail	Health Insurance	E-716-010	202,082	36,486	238,568
		Payment in Lieu of Health Insurance	E-716-050	36,033	(11,858)	24,175
					24,628	
101-400	Planning	Health Insurance	E-716-010	21,050	(13,331)	7,719
		Payment in Lieu of Health Insurance	E-716-050	3,800	(1,596)	2,204
					(14,927)	
101-430	Animal Shelter	Health Insurance	E-716-010	44,910	(7,718)	37,192
		Payment in Lieu of Health Insurance	E-716-050	-	2,509	2,509
					(5,209)	
101-890	Contingency	Miscellaneous	E-960-000	121,279	(42,164)	79,115

BARRY COUNTY ALL BUDGETED FUNDS

Fund #	Fund Name	Projected BALANCE 12/31/2024	2025 Revenues	2025 Expenses	PROJECTED BALANCE 12/31/2025	Amended 2025 Revenues	Amended 2025 Expenses	PROJECTED BALANCE 12/31/2025
101	GENERAL FUND	2,236,311	22,013,834	22,013,834	2,236,311	22,013,834	22,013,834	2,236,311
	SPECIAL REVENUE FUNDS							
201	Road Commission	6,137,931	14,447,705	14,447,705	6,137,931	-	-	6,137,931
205	Central Dispatch	2,844,420	2,112,514	2,346,425	2,610,509	-	-	2,610,509
208	Charlton Park	118,352	864,200	864,200	118,352	-	-	118,352
215	Friend of the Court	539,003	1,381,252	1,610,481	309,774	-	-	309,774
225	Special Response Team	-	-	-	-	-	-	-
226	Sheriff's K-9 Donation Fund	25,378	500	2,700	23,178	-	-	23,178
227	Animal Shelter TNR - Bissell	7,198	40,000	-	47,198	-	-	47,198
228	Solid Waste	229,140	87,322	116,332	200,130	-	-	200,130
229	Animal Shelter TNR - Two Seven Oh	4,249	15,000	-	19,249	-	-	19,249
232	Animal Shelter Donation	327,939	22,000	67,000	282,939	-	-	282,939
233	Community Resource Network	11,029	6,000	6,000	11,029	-	-	11,029
236	Remonumentation Grant	36,296	62,000	62,000	36,296	-	-	36,296
243	Brownfield Redevelopment Authority	-	150,000	150,000	-	-	-	-
244	Commission on Aging Building	154,958	500	240,000	(84,542)	-	-	(84,542)
247	Thornapple Manor Depreciation	289,821	8,000	-	297,821	-	-	297,821
248	Building Rehabilitation	1,871,803	-	766,600	1,105,203	-	-	1,105,203
249	Capital Replacement	675,517	-	25,000	650,517	-	-	650,517
250	Parks & Recreation	149,799	146,909	156,000	140,708	-	-	140,708
251	UDSA RBD Grant	-	-	-	-	-	-	-
252	Agriculture Preservation	19,100	10,000	22,000	7,100	-	-	7,100
253	Master Land Use Plan	8,838	-	-	8,838	-	-	8,838
255	Economic Development	-	152,585	152,585	-	-	-	-
256	Register of Deeds Automation	156,595	52,000	70,000	138,595	-	-	138,595
259	Corrections Officer Trng.	69,536	5,000	10,000	64,536	-	-	64,536
260	Victims Services Unit Grant	1,864	1,200	2,900	164	-	-	164
261	Indigent Defense Fund	-	1,584,164	1,584,164	-	-	-	-
264	Concealed Pistol Licensing	75,395	45,300	52,736	67,959	-	-	67,959
265	Drug Law Enforcement	10,402	535	-	10,937	-	-	10,937
266	Special Investigation	11,339	-	-	11,339	-	-	11,339
267	Crime Victims Rights Week Grant	25,331	83,015	80,413	27,933	-	-	27,933
269	Law Library	12,779	28,400	28,400	12,779	-	-	12,779

BARRY COUNTY ALL BUDGETED FUNDS

Fund #	Fund Name	Projected BALANCE 12/31/2024	2025 Revenues	2025 Expenses	PROJECTED BALANCE 12/31/2025	Amended 2025 Revenues	Amended 2025 Expenses	PROJECTED BALANCE 12/31/2025
275	Commission on Aging	553,580	2,114,704	2,134,704	533,580	-	-	533,580
272	CHILL-CDBG	-	-	-	-	-	-	-
276	CDBG Housing	6,205	120,000	120,000	6,205	-	-	6,205
277	Middleville Police Services	-	446,456	446,456	-	-	-	-
279	MSHDA HOME Program	13,312	-	-	13,312	-	-	13,312
281	Swift & Sure Program	115,254	309,076	306,839	117,491	306,839	306,839	115,254
282	56B Sobriety Court	141,404	320,289	320,289	141,404	-	-	141,404
283	Community Corrections	9,183	-	-	9,183	-	-	9,183
284	ARP Act Fund	(258,213)	-	-	(258,213)	-	-	(258,213)
285	Adult Drug Court	268,706	390,581	390,581	268,706	-	-	268,706
286	Opioid Settlement Fund	439,599	89,203	-	528,802	-	-	528,802
287	Michigan Justice Training Fund	15,008	10,500	10,560	14,948	-	-	14,948
290	Social Welfare	105,517	8,600	8,600	105,517	-	-	105,517
292	Child Care Fund	2,234,179	1,192,960	1,524,208	1,902,931	-	-	1,902,931
295	Airport	196,977	377,530	377,530	196,977	-	-	196,977
296	Juvenile Continuum of Care	10,804	-	-	10,804	-	-	10,804
297	Diverted Felons	532,117	-	209,699	322,418	-	-	322,418
	DEBT SERVICE FUNDS							
354	Yankee Springs Water Tower Debt	1,020	-	-	1,020	-	-	1,020
355	Middleville Water Debt 2006 B	48	10,532	10,532	48	-	-	48
356	Middleville Water Debt 2006 A	325	62,050	62,050	325	-	-	325
357	Fawn Lake Sewer Debt	495	26,644	26,644	495	-	-	495
358	Yankee Springs Arsenic Removal	3,757	26,594	26,594	3,757	-	-	3,757
359	Finkbeiner/Crane Debt	26,548	79,225	79,225	26,548	-	-	26,548
360	TM Bldg Auth 2012	973	-	-	973	-	-	973
361	Road Commission Series 2016 Debt	-	572,000	572,000	-	-	-	-
367	Thornapple Manor-Harvest Pointe	26,735	1,240,000	1,240,000	26,735	-	-	26,735
368	TM 2006/2012 Refunding	368,979	-	-	368,979	-	-	368,979
375	2021 BPW Middleville Sewer Debt	303,625	152,382	152,382	608,389	-	-	608,389
377	Leach-Middle Lakes Sewer Debt	2,810	173,615	173,615	2,810	-	-	2,810
378	Little Thornapple 2019 Debt Fund	3,921	-	-	3,921	-	-	3,921

BARRY COUNTY ALL BUDGETED FUNDS

Fund #	Fund Name	Projected BALANCE 12/31/2024	2025 Revenues	2025 Expenses	PROJECTED BALANCE 12/31/2025	Amended 2025 Revenues	Amended 2025 Expenses	PROJECTED BALANCE 12/31/2025
	CONSTRUCTION FUNDS							
463	COA Building Construction Fund	3,012,000	3,000,000	5,988,000	24,000	-	-	24,000
466	Public Safety Complex Construction F	5,831,183	150,000	-	5,981,183	(150,000)	-	5,831,183
467	Harvest Pointe Construction	13	-	-	13	-	-	13
478	Little Thornapple Construction	67	-	-	67	-	-	67
479	Public Safety 800 MHz Infrastructure	15,919	-	-	15,919	-	-	15,919
480	Paul Henry Trail Project	6,200	-	-	6,200	-	-	6,200
	ENTERPRISE FUNDS							
512	Thornapple Manor	1,365,863	22,800,000	22,840,000	1,325,863	-	-	1,325,863
516	Tax Umbrella	7,313,394	550,000	508,000	7,355,394	-	-	7,355,394
517	Foreclosure	3,320,027	65,000	65,000	3,320,027	-	-	3,320,027
588	Transit	3,528,898	1,762,931	1,742,184	3,549,645	-	-	3,549,645
595	Commissary	187,354	95,000	120,000	162,354	-	-	162,354
	INTERNAL SERVICE FUNDS							
637	Data Processing	552,281	-	350,110	202,171	-	-	202,171
660	Telephone	40,247	55,000	61,261	33,986	-	-	33,986
661	Vehicle	532,361	-	247,311	285,050	-	-	285,050
676	Workers Compensation	369,449	370,343	370,343	369,449	-	-	369,449
677	Health Insurance	272,456	2,463,008	2,463,008	272,456	-	-	272,456
678	Disability	175,073	101,729	101,729	175,073	-	-	175,073
680	Fringe Benefits	2,104,340	364,985	364,985	2,104,340	-	-	2,104,340
681	Life Insurance	22,430	50,156	50,156	22,430	-	-	22,430
682	Retirement	388,369	5,322,148	5,322,148	388,369	-	-	388,369
683	Dental Insurance	101,241	207,580	207,580	101,241	-	-	101,241
684	Unemployment	341,236	20,220	20,220	341,236	-	-	341,236
804	Drain Maintenance Fund	10,457	-	-	10,457	-	-	10,457
843	Gun Lake Weed Assessment	436,495	-	273,000	163,495	-	-	163,495

2025 CAPITAL BUDGET

			Amendment A-25			Page 1
ACCT NUMBER	Department		Line Item	2025 BUDGET	2025 AMENDMENT	2025 AMENDED
281	Swift & Sure Sanctions	SWMBH	R-000-607-160	2,237	(2,237)	-
466	Public Safety Complex Con	Appropriation Transfer in	R-000-699-000	150,000	(150,000)	-

BARRY COUNTY

2024 Opioid Community Assessment

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Theme: Youth Prevention & Treatment 12
Theme: Need for Community 13
Theme: Criminal Justice System 14
Theme: Timeliness/Centralized Response Resource 15
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Introduction

This Opioid Community Assessment (OCA) 2024 was conducted with Barry County Government in collaboration with Michigan State University's (MSU) team within the MDHHS Technical Assistance Collaborative. The impetus for the assessment is the incoming Opioid Settlement dollars and a desire to have those dollars generate positive community impact for decades to come. The charge was to collect information from the community regarding Opioid Use Disorder (OUD) and other co-occurring Substance Use Disorders/Mental Health disorders. This definition will be referred to as Substance Use Disorder (SUD) throughout this report. MSU acknowledges the importance of using inclusive language. However, in this report, there may be some non-inclusive language present. The data referenced in this report is cited work, and for the sake of maintaining its integrity, we are unable to alter the findings to make them inclusive to all.

Who Was Involved in This Assessment

MSU collaborated with the locally formed Opioid Community Assessment (OCA) working group, which included representatives from Barry County Community Mental Health Authority and Barry County Government administration.

Why We Did This Assessment

This assessment was conducted to prepare Barry County to distribute the Opioid Settlement Funds. In collaboration with MSU's team, the workgroup identified questions that they would want answered during the assessment process that would aid community leaders in decision-making and strategic planning for the long term. The information gathered through short surveys, focus groups, and personal interviews helps identify local strategies, inform new funding opportunities, and strengthen the community and local governments' understanding from various perspectives.

Methodology of this Assessment

Focus groups and interviews for the OCA were organized and scheduled with the support of the Barry County OCA working group. The OCA working groups' guiding questions informed the development of focus group questions. MSU facilitated, recorded, transcribed, and coded the focus groups and interviews with professionals (SUD/OUD providers and community-based organizations) (n=31), general community members (n=19), people with lived experiences (PWLE) (n = 27) public safety representatives (law enforcement and first responders) (n = 5). Survey questions were informed by the guiding questions and were created collaboratively by MSU and the Barry County OCA working group. MSU conducted the interviews and focus groups, analyzed the data, and interpreted the results to inform this report. Data were gathered between August and October of 2024.

Guiding Questions Used for Assessment

How can community members, organizations, and local governments work together to create a comprehensive and sustainable plan to combat the harms associated with substance use?

1. What impacts of substance use in Barry County?
2. What assets or strengths exist already to respond to substance use for residents in our county?
3. What are the gaps in services in responding to substance use in our county?

4. How do you think we can create a more compassionate and stigma-free environment for individuals with substance use disorder in our community?

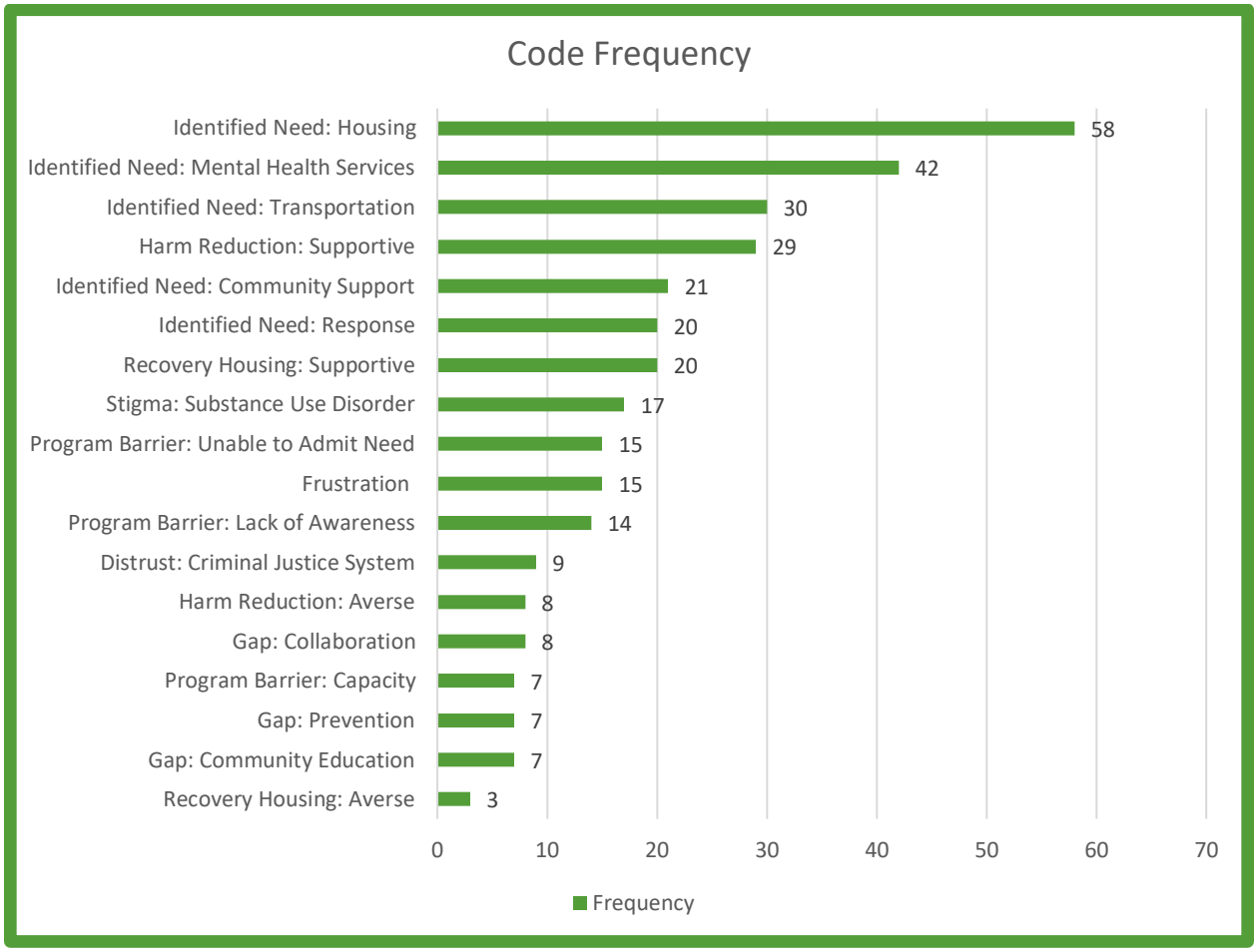
Table 1

Method	Responses/Participants
Professionals (Providers & Community Based Organizations) Focus Groups & Interviews	31
General Community Focus Groups & Interviews	19
People with Lived Experience (PWLE) Focus Groups & Interviews	27
Public Safety Focus Groups & Interviews	5

Codes

The following were the major codes identified in transcripts from interviews, short surveys, and interviews, along with their frequency.

Chart 2



Identified Themes from the Data

Looking holistically at the qualitative focus group/interview data, we have identified several community themes related to substance use in Barry County.

Table 2

Identified Themes
Housing
Mental Health Supports
Transportation
Local Harm Reduction Services
Youth Prevention & Treatment
Need for Community
Criminal Justice System
Timeliness/Centralized Response Resource
Stigma and Acceptance

Theme: Housing (General & Transitional Specific)

By far the greatest identified need in Barry County according to community members centered around housing. During focus groups and interviews participants from every priority group including PWLE, loved ones, general community members, representatives from community organizations, service providers, as well as public safety respondents expressed a need for adequate and supportive housing for those in recovery.

> ***"Housing is huge. If people don't have stability and they know that they have a safe place to sleep at night, it's really tough to move forward."*** **- Professional**
>
> ***"Housing. Can I say that 10 times?" and "Housing, housing, housing. Affordable housing."*** **- Professional**
>
> ***"So how can you focus on your recovery if you don't know where you're going to sleep tonight? And almost setting a person up for failure when it's like, "No, you have to get clean, and you need to find a place to live all at the same time." It's like, "Okay, let's take care of those base needs first and then we can focus on getting you well and getting you back into a normal life." So yes, I am in support of [recovery housing]."*** **– General Community**

PWLE highlighted the difficulties faced by those individuals attempting to reintegrate into the community after periods of incarceration or in-patient treatment, while working to maintain their recovery journey. This was especially noted in those rural areas of the county outside of the larger

towns/cities. Barriers included a lack of knowledge about housing options after incarceration, indicating a potential need for more education/collaboration services after release from incarceration.

> ***"I know when I got out of prison last time, I wouldn't know where to go really."***
> **- PWLE**

> ***"Like I said, they got a fully-functioning, the jail, they need a new jail, but it's a fully functioning court system, fully functioning jail, but they don't have no halfway houses, they don't have no other resources, they don't have no transitional housing, they don't have anything. They don't have any homeless shelters. There's nowhere. Even for people to parole to or get out of jail to, they don't have anything. So that's the struggle right there. And then that's mainly it. So I've been on both sides of it. I've had a lot of years sobriety as well, a lot of years substance abuse myself, so I think that maybe we need some more resources outside of the court system in jail."*** **- PWLE**

For those that have come in to contact with the criminal justice system felony convictions present another significant barrier to housing:

> ***"So one of my biggest problems was even after I made the decision to stop using, because I did that before I got in trouble this time, I made the decision to stop and tried getting help through probation and parole and stuff like that. I asked him, I was like, "What can you guys do for me to help me get back on my feet?" Because me and my wife didn't have nowhere to stay and stuff like that. And they're like, "We don't really have... There's nothing for felons. There's nothing for people in your situation."***
> **- PWLE**

> ***"Yep. And any of the housing, the low-income housing doesn't take felons, so you can't get into any of the low-income housing around here. And there's no halfway house for substance abusers. We really need something like that around here"***
> **- PWLE**

> ***"I don't know if I mentioned that too, but housing is a really big one. Yeah, housing is very hard, especially for people who have records and stuff like that. I feel like that's really hard."*** **- PWLE**

> ***"Housing is huge. Huge. I know so many people that need housing in this area, and they just put this brand-new building in here, one, two, three bedrooms. We were told it was going to be based on income, and it was going to be a friendly environment. Well, I since found out that no felons or criminals can be in them buildings. Why are they building buildings that we can't live in? Granted, we've***

***done wrong, but we're still citizens of this community and we still have to provide."* - PWLE**

In addition to transitional housing, the need for affordable housing overall in Barry County was highlighted by nearly every group or demographic questioned, especially in the smaller or more rural areas. The lack of even temporary housing options in these areas is exacerbated by their location.

***"So, there are no shelters in town, in Hastings itself. So a lot of times if there is space at a shelter, it's in Battle Creek, Kalamazoo, Grand Rapids."* – General Community**

***"I see that all the time. For one thing, I walk my dogs early in the morning, like starting maybe quarter to five in the morning, and I have seen people sleeping in parks, on benches, in the vestibule of the library. A couple of weeks ago, a young woman sat at my desk for an hour, telling me about her hopeless situation, and how she was homeless. I mean, we have homeless people in the library every day."* – General Community**

***"There's no housing options in our county. There's very few. We are the housing resource center for Barry County. So every Monday, we do a list of housing units that are available. There have been weeks over the summer that there were maybe four or five units in all of Barry County that were available. And for a two-bedroom to be $2,300 a month is not affordable."* - Professional**

A lack of transitional/SUD focused housing is seen by the community as a major gap in Barry County, and stigma against persons with SUD can act as a barrier even if limited housing options become available:

***"I use this example a lot. My father-in-law or my daughter's father-in-law owns some apartments or houses, $1750 a month, and he had 27 applicants in Middleville. So are you going to choose the one that's the drug abuser?... They're not going to be chosen if you've got 27 other choices, 26 other choices."* - Professional**

Of those community members participating, most respondents indicated their personal support for transitional housing in their community, some noted opposition from local government, indicating a need for better understanding and communication of residents' feelings around transitional housing.

***"We have tried to get sober housing over the years, but it falls through for a lot of different reasons. But to get anything stable, we don't have it."* - Professional**

When asked, very few individuals reported being averse to having transitional housing in their communities. Participants who were initially hesitant around transitional housing indicated limited

support if there were guidelines to ensure that housing residents do not pose a threat to the safety and integrity of the general community.

> ***"If it was a housing thing for people who were truly recovering and wanting to make themselves better, if it was well-maintained. So… Strict protocols…to get them on a right path. That would be one thing. If it's just a place for people to shack up because they have nowhere to be and they don't have guidance, then I think I wouldn't be for it."*** **– General Community**

> ***"I hadn't really thought about recovery houses. And I think after talking about that, I think that is a great resource that is in high need, that I hadn't really thought about"*** **– General Community**

> ***"I think it'd be highly beneficial in the right regimen and used in the right way and done in the right place."*** **- PWLE**

Interview and focus group participants repeatedly expressed the need for transitional housing in Barry County.

> ***"I just really strongly want to strongly emphasize, or however you want to put it, that there really needs to be some kind of housing. Even if it's just a little house they buy and only a couple people get help. But them couple people, and they can only stay a month after they get out of jail… That is one of the biggest reasons we spiral, is housing and nowhere to go and having to live on the streets. I think if we could eliminate that, that would help."*** **- PWLE**

Theme: Mental Health Supports

Qualitative data collection highlighted the need for more mental health support and services. The literature on SUD has long recognized the impact of mental health issues co-occurring with substance use (Jones & McCance-Katz, 2019). Behind housing issues, the need for more accessible and comprehensive Mental Health Services for those suffering from substance use was identified as a top priority. From PWLE, to providers working with individuals with SUD, the importance of mental health as a contributing factor to continued addiction was noted.

> ***"I don't know if the dollars are available for it, but the overriding theme on everything is mental health. So many of our struggling citizens are addicts and they're suffering from mental health. Any dollars we can get that goes towards helping those people that are in crisis and not just throwing them in jail would ultimately help both ends. I think that's our number one, more than training, more than anything. Because cops are out there trying to do the best they can***

and they'll function through without the training, but helping those individuals with the mental health crisis first I think is the most important thing." **– Public Safety**

"I think everything stems from mental health." **– Public Safety**

"mental health resources are the biggest need, funds for mental health." **- Professional**

"Probably mental health and definitely something to do with the probation and maybe just more housing for maybe halfway housing, I guess is the slang term for it. Just for them to be able to be monitored a little bit better. But again, to give these people the resources to be able to get better and to be productive members of society." **– Public Safety**

"It's such a hard thing. Because the one cousin I'm thinking of, she's struggling with mental health issues on top of her addiction issues. A lot of times, that's where it stems from, trying to soften all the pain, all the things. So no, I don't really know. I do think that we do need more mental health resources and support. We definitely do. I'm not even sure where to begin as far as that goes, but I just know we need more of it. I just know we need more of it. That's for sure." **– General Community**

One incarcerated individual summed up their assessment of the mental health needs in Barry County:

"I was talking to one of the COs recently, and so I've been to a lot of jails and prison and things like that. And the number of people here that who need mental health is way higher than I've ever seen any other county, and they just don't have anything at all to help them. So, it's like I'll just walk them down, and I'm certain that that doesn't make it any better. I've got substance abuse issues and things like that, but some of these people really have some bad mental health stuff on that. There's no way to address it. So, I can only imagine that just festers and grows from there" **- PWLE**

Theme: Transportation

A lack of accessible transportation was indicated as a major barrier in Barry County. County residents described the difficulty of navigating the recovery process, especially for those on parole or in court

mandated programs. Residents indicated a lack of services, a lack of service consistency, and cost as contributing factors.

> ***"It's hard as hell, because I'm on like... It has me doing like, be here, be here, be here. And sometimes they're like back-to-back-to-back-to-back. So by the grace of God, and thankful for my friends that they could give me rides that time. Some appointments can be literally right back-to-back."*** **- PWLE**

> ***"Transportation is difficult. Hastings does have a community transit, however, it's only available certain hours like Mondays or Saturday. And the problem with that is as well is during the school year, they bus a lot of children for school before and after school. So that takes away a lot of time and the resources to be able to help somebody who, "Hey, I might need to ride to class." And if you don't have any family or friends to drive you, or if you're not within walking distance or say you live in Middleville or Freeport or somewhere else in the county, your access is even more limited"*** **- PWLE**

> ***"We have a transit, but the schools use it, and so there's blocks of time where it's not even available for anybody. It's a big county, and they have so many drivers, and they can't get to everybody so it's not dependable. The clients that currently use it, they come late, or they don't come at all. Or they come early, and then they don't stay long enough. I mean, it's not a reliable thing. And so getting them into treatment or getting them to us or whatever, getting them help has been very difficult."*** **- Professional**

> ***"It's kind of a double-edged sword. I myself had to do the transit years and years ago and it gets you where you need to go, but the duration of the ride is much longer. So that can be really frustrating. And consistency is not always up to par, which is hard for people, especially when they have court appointments."*** **- PWLE**

> ***"Like me, I have no driver's license, but I'm on drug court. And I have to be all these different places: Community, mental health, to their classes, to work. They expect me to do 30 hours community service a week. Just some type of transportation, whether it's a bus pass or a service that does it, I don't know. I'm not sure."*** **- PWLE**

> ***"But in Hastings, there's people that either they ride together because people in recovery sometimes help each other, or there's people that walk miles to go to meetings because they have to or because they want to be there… because you got to get that paper signed… But whether the transits on time or not, or whether they have the money to do that, they got to go pretty often, some of the people that have to go."*** **- PWLE**

Theme: Support for Local Harm Reduction Services

Harm reduction provides services to people who use drugs, to prevent overdose and to connect individuals to healthcare services as needed (CDC, 2024). Harm reduction services can be controversial, but similar to responses regarding dedicated recovery housing, most participants, across all groups, indicated that they support Harm Reduction Services such as syringe service programs (SSPs) in Barry County to help those not ready to completely abstain from substance use reduce their risk of illness and disease.

> ***"If we have a place where they know they can come and get these supplies and still, I mean, we're not condemn or condoning the use of drugs or whatever, but we're saying, we're here to help you if you need it. These are some helpful things for you… so I think it is an excellent program. Yes. That we need it."*** **– General Community**
>
> ***"Yes, because I know communicable disease... So they could die from that just as much as they could die from an overdose, and they're going to use regardless, so if we can make it cleaner, then I would support that. Yeah."*** **– General Community**
>
> ***"If I was still an intravenous drug user, I would say needle exchange, because so many people I know got Hep C from sharing needles. I luckily didn't, but I did share needles, so I was lucky that I didn't get Hep C. I think a needle exchange program would be helpful."*** **- PWLE**
>
> ***"Yes. If they actually had a place where they could get clean, but also get rid of them, like a biohazard spot where you can't open it to get into it, but they could dispose of them. Yes."*** **– General Community**
>
> ***"And I think that that scares people. But I think that we need that because I talked to people from other counties that run it, and my younger brother is more into IV drugs or anything else. And the people that I have those conversations with, they're like, "Oh, yeah, I did share needles the whole time I used," and I don't know how I didn't, I was terrified all the time. And if you're terrified that you have a disease and you are in the middle of addiction and can't get help, you're not going to go get tested. You're going to just keep using, so you don't think about it. I've been in situations like that."*** **- PWLE**

One interviewee related a powerful story about a loved one suffering from spinal meningitis because of sharing used needles:

> ***"She was taken from a drug lord's house and taken to the hospital by another person that was homeless. They waited four or five hours at the emergency room to never be seen. So then he took her to her sister's house. She started convulsing. They called an ambulance and took her by ambulance, and she had [inaudible] probably because of all the needles. She had needle marks everywhere. The tips of her toes, everywhere… They had to drill five holes in her head to relieve the pressure because of spinal meningitis. She was probably not seen in the emergency room. They probably left her for five hours thinking she was just a homeless person and seeing the shape she was in and just didn't pay attention to her, right? So when she got to the hospital, she had been convulsing. They had to put her in a coma to be able to get an MRI, and then they found a spinal meningitis [inaudible] she was on life support. They did not think she was going to make it."*** **– General Community**

A PWLE living with hepatitis lamented not having access to an exchange program:

> ***"So I did not have one available and I would have, and so I caught hepatitis when I was young. And I was very, very sick in the hospital, almost had have a transplant and all kinds of stuff. And since then, it's just gone away. I haven't treated it or anything like that, I just haven't been sick. But it's not healed either."*** **- PWLE**

Multiple participants indicated support for SSPs after finding used syringes in their neighborhoods.

> ***"Yeah. We found a needle in our driveway. We seen the cops stop this car right in front of our driveway, and we were watching out the window and they took somebody to jail. And next thing you know, the next day, I go out to the mailbox and there's a needle. It must've been they threw it out the window. And it had a drug in it. I picked it up with something I had in my hand without touching it. And I showed my boyfriend. I'm like, "Look!" He goes, "That's heroin or something, (redacted). Well, throw it away." And he goes, "Don't touch it." And threw it away in the garbage."*** **– General Community**

Almost all of those that initially were unsure about accepting an SSP in their community, decided they would support such a program once informed of studies demonstrating that this sort of harm reduction service reduces dangerous needle litter in the community as well as reducing the communicable disease load among IV users. One resident highlighted a reason they believed there might be aversion from leadership to implementing an SSP:

> ***"So here's the thing, there's pushback. There's a lot of pushback, because in the way I see it and in the way that I perceive it why there's so much pushback, is because it addresses the thing that's in front of you and it makes you***

uncomfortable. And because you're uncomfortable, you don't understand. So you don't want nothing to do with it. Do I believe that Orangeville and everything around us, do we need that? Absolutely. Because they find needles all the time."
– General Community

The support for SSPs tracks along with support for other harm reduction services currently available in the county such as Narcan/naloxone distribution. Many providers, first responders, community members, and PWLE lauded the availability of Narcan at multiple sites across the county.

Theme: Youth Prevention & Treatment

Youth are especially vulnerable in SUD situations, especially if there are addiction issues at home. Many residents highlighted youth SUD measures as a top priority. Cannabis/THC use was indicated as the largest risk, but many participants also mentioned other substance use among teens. It should be noted that no youth were participants in these interviews and focus groups. As such, to obtain a more accurate understanding of the scope of youth SUD issues in Barry County, further data should be collected.

"Yes, and cannabis use is a huge problem with our youth in this county. Huge."
- Professional

"Unfortunately, it's spread throughout all the schools. Kids are getting caught with dab pens all the time. They're gallon size Ziplock bags full from just a week at the high school or the middle school. It's just way too accessible to the kids."
Public Safety

"Yeah, unfortunately the kids we get are past prevention stages." **- Professional**

"We kind of screen for the bigger picture, because a lot of the times, at least kids that I have worked with, they say, "I don't want to use, but I was so stressed." They use it as a crutch, almost, and so if their family has kind of normalized, "Okay, yeah, we're smoking before we go to bed to help us sleep," or, "It helps manage my anxiety, it helps me focus" **- Professional**

"I mean, they probably know this, but most of our kids have some sort of substance issue that we need to help. The majority of our kids." **- Professional**

"A lot of the substance abuse is related to self-medication or trauma that these kids have experienced, and in the caseload of kids that I have, I struggle to find an intensive, like a trauma therapist or something like that, to kind of ... Yeah, you can participate in the group, you can write the answers and do whatever you're going to do, but that individual will work with you kind of, again, getting to, "Why are you using substances, what happened to you?" Because at least the majority of the juveniles that I have worked with that have kind of fallen on that

have had some pretty significant trauma or some pretty huge losses, and they just haven't really addressed what had happened to them." **- Professional**

"I do think that those kids that have reached those harder drugs, they have absolutely started with marijuana. Any of the kids that I have personally asked, they said, "Yeah, I first tried marijuana…" **- Professional**

Once more data on youth SUD use in the county has been obtained, the county can build out informed prevention programing targeting this demographic.

Theme: Need for Community

The concept of community was identified as a particular need among Barry County assessment participants. This concept of community takes two forms: community support for those in recovery, and community activities to prevent usage, especially among youth. A consistent theme from the data was a need for sober living events and sober safe spaces.

"Having more resources in town for people, because a lot of times they are stuck in town so they're like, "Oh, I have nothing better to do, why not do drugs?" And realistically that's just not the right thought process." **- PWLE**

"Having a building, we grew up in Battle Creek, so it was a little ghetto and stuff, but just having a building where there's a soup kitchen that was kind of self-sufficient. People can go there to play basketball inside or whatever. People can go there and do crafts and things, of all ages, have a meal, maybe have a place to stay if it was necessary and things like that, but just having a little community center type of place that's more than just, I don't know, just having somewhere like that." **- PWLE**

The need for a space to break away from old habits upon release from jail or treatment was identified by multiple participants.

"There's a lot of people out here who lack the support, or they come from a long family history of people who are still using or still subjected to it. Or when they get released from here, they have to go back to that environment because they don't have anywhere else to go. And unfortunately, when you get pushed back into that environment, there's only so long before you're going to relapse because you're around it and its temptation and it's an addiction and it's difficult." **- PWLE**

"We did a pro-social passport activity, which was super cool, even though people have groaned about it a little bit at first. We were gifted some money through the

foundation. Somebody's parent had passed away who was in recovery, and so they gifted us with some money to do some cool things. And so the passport had nine boxes in it, and you had to go out and try something new. And there were choices in each box. Maybe you went fishing or played a board game, or you went for a hike at a new park, or you went for a 30-minute walk. There were just different options in there, and most of them didn't have a cost to them. One of them would be go see a movie, but we had movie passes. But we were just trying to get people out and doing things. And so I think that's important too, that there's things available to do and replace those behaviors." **- Professional**

Theme: Criminal Justice System

Within parts of the Barry County criminal justice system, we see a very positive level of support and understanding for those individuals dealing with SUD. We can break this down into two identified assets within the system: jail system and the court system. Barry County should utilize these strengths to approach tackling any deficits in the county criminal justice system.

For the jail, incarcerated individuals expressed that overall, Barry County jail staff treated them as human beings and seemed to care about their recovery and rehabilitation. Multiple inmates noted that having someone in the jail system that seemed to care about them was motivation to believe they could get better upon release. While jail participants demonstrated positive feelings towards jail staff, many expressed anxieties about will happen to them once they are released. These anxieties include worrying about housing, treatment, transportation, and staying away from negative influences. This highlights the need for ensuring that incarcerated individuals are set up with all the post-release supports they will need, including a continuity of care plan with a therapist they can continue working with after release. An identified area for further examination is a better understanding of medication assisted treatment (MAT) and medications for opioid use disorder (MOUD) programs in the jail. We suggest conducting a short survey around MAT/MOUD of everyone in the jail to better understand the need and impact.

In the court system we noted a disparity in perceptions of how different judges deal with SUD affected cases. Certain court staff were noted to have a great understanding of SUD and seemed to be actively combatting bias and implementing policies that were understanding of the struggles of people with SUD and helping to move those individuals towards health and wellness.

"Just even a judge saying, "I care about you. We're going to do what we can to help you to move on in life and leave this behind and… get you everything that you need that will keep you not wanting to do the drugs and stuff anymore." Just somebody showing they care is a big deal." **- PWLE**

> ***"And I know that the judges out here are really good people. They try, they're fair. They really try to help. They're not trying to set anybody back or cause that issue."*** **- PWLE**
>
> ***"The caring judge. That's a big thing. I had to put that in… He's firm, but he really has a caring heart. I believe he lets God lead him into what's needed for people to help them to help themselves. That makes a difference."*** **- PWLE**
>
> ***"He won't kick you out. He won't give up on you even if you've had three, or four, or five different mess-ups. Even when the staff, because I was in the courthouse and seeing the staff saying, "We're done with him." We don't want to deal with him no more," and he's going, "Wait a minute, we're not. This program is meant to not give up."*** **- PWLE**

To expand on this, Barry County should work to ensure that all the court programs have the same access to SUD information and are positioned to assist people equally.

Theme: Timeliness/Centralized Response Resource

A reoccurring theme in the data was the need for a centralized response resource and timelier referral to services and assistance. Professional participants expressed frustration with barriers to PWLE being able to access immediate services. Crisis call centers, frequently serving as the initial point of contact for crisis services, offer 24/7 support through diverse channels such as suicide hotlines, warm lines, text messaging, and chat. These centralized hubs facilitate information coordination and response coordination, including dispatching mobile crisis teams, making outpatient appointments, and arranging bed placement. Notably, some systems integrate crisis line clinicians into 911 communications centers, enabling the diversion of behavioral health calls to the crisis line rather than involving police response (Balfour, 2022).

> ***"There's an issue. And if it's here and they're in that moment saying, "I want to get help right now," and there's nowhere to go until tomorrow, that's 24 hours of [the] same cycle"*** **– Public Safety**
>
> ***"I would like somebody that comes in maybe once, if not twice a week, but at least once a week, but have a number that they can be there on call if somebody needs it, somebody to call. I think that needs to be readily available because when people are ready to change, they're not people that wait, they're impatient. So I think there needs to be somebody here with immediate resources to get people the help they need."*** **– Public Safety**

Participants noted the need for faster response and access to services a major need in the county.

"The window of opportunity is like within 24 hours, and Community Mental Health, I think they do the best they can with what they have, but they can't get people in. I mean, I've had people wait two, three weeks before they could get in. And if the court wasn't supporting them and holding them accountable, I think you'd lose them." **- Professional**

"That's just it, and research has shown that there's a window when someone is ready for help. There's a very narrow window to hit, and if the services or those supports aren't available, then you've lost them." **- Professional**

Theme: Stigma & Acceptance

Stigma is social phenomenon where a person or group is devalued based on "a mark of shame, disgrace, or disapproval that results in an individual being rejected, discriminated against, and excluded from participating in a number of different areas of society" (World Health Organization, 2001). Stigma contains three main components: lack of knowledge (ignorance/misinformation), attitudes (prejudice), and behavior (discrimination) (Thornicroft G, 2007).

Research has identified three interacting types of stigma: structural, public, and internalized stigma. Structural or institutional stigma, "exists at the systems or macro level and is enacted through rules, policies, and practices that constrain the opportunities and resources of the stigmatized group." Public stigma refers to "stereotypes and negative attitudes that result in prejudice and discrimination." Internalized or self-stigma refers to negative thoughts and feelings that arise from identification with a stigmatized group or activity and has negative impacts on mental health and wellbeing as well as behavior (Corrigan PW, 2009).

Stigma against people that struggle with SUD has been shown to be a major barrier to seeking or sticking to recovery. Stigma surrounding substance has been shown to contribute to a range of negative consequences for affected individuals, including limiting access to employment and housing, creating greater barriers to health care, and reducing help-seeking (Krendl, 2023).

Experiencing stigma can be dehumanizing towards PWLE and prevent them from seeking or accessing services.

"And then you get the people who say, "Well, get them out of the gene pool if they want to kill themselves on drugs." **– General Community**

"There was such a stigma about me using drugs, it just made me feel more and more hopeless. It made me really, really, really depressed." **- PWLE**

"When I first got sober, it took me a year and a half to even go to an AA meeting because I was worried about how people might think of me or the people I might run into or back doing the shit. So, I mean it affected me huge." **- PWLE**

> ***"So some of my peers have been in prison for 10 years. Their whole name is plastered over this whole town. So, for them to have a fresh start, people just don't believe in them."*** **- PWLE**

Stigma against persons with SUD exists even at the school age level and can pose risks to youth recovery.

> ***"I have had a couple conversations with kiddos on my caseload who, they have the desire to want to kind of stay on that straight path and to stay clean, but just one kiddo particularly, he told me, he said, "I don't want to use substances, but at this point I'm already labeled a, quote-unquote, druggie, so why, if this is the way that I'm perceived, what's the difference of trying to change and make something different out of where I already sit within the high school culture?" Those unfortunate labels that get tagged on kids, and he said it's just really hard to kind of pull away from that."*** **- Professional**

Addressing stigma is an important step in combatting SUD because stigma extends to those suffering with mental health issues, which as mentioned contributes to the overall SUD burden facing the community.

> ***"We need to erase the stigma and talk about the fact that depression and anxiety happens to everybody, it's not just for the low income. I have a shitty childhood, but I have to go to the therapist for my depression because it will just hit me for no reason. My husband was a corrections' officer for eight years, and he actually had to leave his job because of depression and anxiety. And it's a really big thing, and nobody talks about it."*** **- PWLE**

Stigma against people with SUD or mental health issues aren't the only forms of stigma the data highlight. There is also stigma or distrust around SUD services regarding potential law enforcement involvement.

> ***"The only worry with the needle exchange is are the cops going to be sitting around the corner for you, because they were even around the corner from the overdose awareness concert the whole night sitting there, which makes people not want to go."*** **- PWLE**

> ***"I think that the courthouse has resources, but nobody wants to go there because of the stigma of getting caught and getting busted. I mean, if you go do drugs, they say, "Oh, we'll help you go to rehab," but then you got to admit that you did drugs and then there's a judge and you're going to get charged, so that makes that kind of hard to do it through the courthouse, even though they want you sober."*** **- PWLE**

Community Planning

From the data presented in this report, we have identified potential actions or steps that can be taken to support the residents of Barry County. The actions and steps we have chosen to highlight are: housing, transportation, and supportive services such as SSPs. The resources we have chosen to include with these recommendations are suggested places to begin and are not exhaustive lists of available resources.

Recommendations for Community Action

Based on the findings from data collection and evidence-based practice research, this report recommends that Barry County adopt a tiered approach to combatting OUD/SUD issues within the county. The themes and needs identified as Tier 1 represent the county's primary needs and should be prioritized for implementation. These are immediate actionable recommendations informed by best-practices. Tier 2 recommendations are around supports that are either more systemic in nature or require more exploration/data.

TIER 1 Recommendations

Recommendation: Reduce Stigma Through Education and Organizational Training

Stigma is one of the significant barriers that keep people from seeking and accepting treatment for SUD and can also prevent communities from seeking evidence-based solutions. Small changes at the community level can reduce people's experience with stigma, as it was identified as occurring across settings. In Barry County we noted two major focal points of stigma: general stigma around people with SUD, as well as stigma around harm reduction programs such as SSPs. Addressing stigma must be the first step in any SUD campaign because stigma is either implicitly or explicitly a consideration in all SUD policies. Luckily, interviews and focus groups imply that Barry County is at a good starting point for stigma.

- Identify and implement one of many available community anti-stigma campaigns that align with community readiness and goals to address the stigma associated with harm reduction.
- Identify and implement organizational training that educates staff at all levels to understand the physiology of addiction, related evidence-based practice, and the basic principles of harm reduction across systems.

Recommendation: Increase the Number of Supportive Transitional Housing Services in Barry County to Increase Access

Transitional housing is associated with decreased substance use, reduced likelihood of return to use, and other positive outcomes (Rural Health Information Hub, 2024).

- Expand residential treatment and recovery housing options available in the county.
    - As noted above in the report, there is wide acceptance in the community survey for recovery housing within Barry County.

    - Explore municipalities within the county that would be a best fit, or have the greatest need for, recovery housing within the community.
- Encourage the use of transitional housing language instead of recovery housing to potentially increase support and adoption at the leadership levels.
- Explore transitional housing opportunities for those individuals with prior felony convictions to increase equitable housing opportunities.

Recommendation: Increase Access to Mental Health Providers and Resources for Individuals with SUD

Lack of access to mental health and SUD services is intrinsically tied to transportation barriers and lack of awareness of resources.

- Identify and amplify existing transportation resources that can be utilized for mental health and SUD treatment.
- Asset mapping can be used to identify available resources and create a resource guide for community member use and used in recommended referral training for organizations.
- These strategies could be leveraged to build better inter-organizational relationships and increase collaboration.
- Increase outreach efforts of health insurance navigators to increase health insurance coverage in the county.

Recommendation: Increase the Availability of Transportation Options and Explore Options for Improving Access to Substance Use Treatment Within the County

Solving rural transportation barriers requires a willingness to collaborate and embrace innovative solutions.

- Many people identified necessary recovery resources available outside of Barry County, but people report having to travel outside of the county to access them. This is especially poignant for at-risk populations without adequate access to a reliable vehicle or comprehensive public transit. Transportation issues have been documented to pose significant barriers to accessing OUD treatment, and recent research has highlighted the experiential components involved with travel to opioid treatment programs where conventional travel time estimates underrepresent the actual "feels like" travel burden that people experience (Kim et al., 2024).
- Reduce transportation as a barrier to accessing treatment locations by increasing the availability of transportation options and exploring options for improving access to substance use treatment within the county.
- Create a system to coordinate transportation needs for SUD individuals.
- Additional resources to explore:
    - Successful Strategies for Addressing the Opioid Epidemic in Rural Communities: Transportation (Bureau of Justice Assistance, 2022)
    - 217 Recovery Rides (217 Recovery, 2024)
    - Rural Transportation Toolkit (Rural Health Information Hub, 2024)

Recommendation: Examine Harm Reduction Policies Around Syringe Service Programs

During data collection, residents voiced overwhelming support for exploring and implementing SSPs throughout the county.

- Begin examining policies regarding SSPs and work with the Red Project to develop a plan to bring those services to the areas of Barry County most in need.
- Increase awareness of evidence-based research and education surrounding the benefits around SSPs to reduce SUD burden.
- By starting harm reduction programs in the area, the network of connections to recovery would increase. SAMHSA has further information on what harm reduction is and why it's important, as well information for starting harm reduction programs in the area.

Recommendation: Examine Options for a Centralized Response Resource/Hotline

Perceived fragmentation among providers or services within the county could potentially be a challenge for both PWLE looking for immediate help, as well as for those professionals (especially public safety and first responders) looking to assist. To address this, establishing a centralized mechanism for identifying available capacity across the entire SUD service continuum would be highly beneficial.

- Explore the feasibility of implementing or strengthening a local 24/7 call center for mental health and substance use support to assist community members in obtaining immediate/timely help.
- Other counties in Michigan, such as Washtenaw, have had success in utilizing a 24/7 hotline resource.

TIER 2 Recommendations

Recommendation: Sober Living Events and Spaces

A need for alcohol and drug free events and spaces was identified from focus groups and interviews. Individuals living with SUD require multiple supports to reduce use and mitigate harms on their recovery journey. Recovery Community Centers (RCCs) are dedicated spaces that focus on a holistic approach to recovery, encompassing individual, community, and cultural resources (Owens, 2023).

- Explore the creation or adoption of RCCs in Barry County that provide substance free community spaces with resources for recovery classes/circles/resources, food & meals, and opportunities for connectedness and self-growth.
- Attempt to strategically place RCCs in spaces to mitigate issues of transportation for those in recovery.

Recommendation: Conduct Community Assessment Around MAT/MOUD Including Jail

During data collection we heard several positive attitudes towards MAT/MOUD use in Barry County. This should be explored further to fully gauge community support and find ways to increase acceptance of MAT/MOUD if needed.

- Conduct a thorough community assessment focused on MAT/MOUD understanding and acceptance, including those staff and incarcerated individuals within the jail.
- This assessment should occur in multiple parts:

- A quantitative assessment of providers locations where can access MAT/MOUD, how many people are utilizing services, and how long the wait time is.
- A qualitative assessment to understand acceptance and understanding of MAT/MOUD in the community. Particular attention should be paid to staff and inmates in the criminal justice system.
- An assessment of PWLE that are receiving MAT/MOUD services to understand their experience around wait times and barriers to access. For those PWLE that are not receiving MAT/MOUD, what are the barriers that prevent them from accessing services?

Recommendation: Address Youth SUD Needs

During data collection we heard from many stakeholders about the concern for youth substance use. However, no youth were included in this round of qualitative data collection.

- Strengthen the partnership with middle and high schools to ensure that quantitative data are gathered regarding youth substance use. Working with the schools will ensure the Barry County Opioid Task Force is able to support either school involvement in MIPHY, a state youth survey that includes questions on substance use, or the development of a local youth SUD survey.
- Gather qualitative data through focus groups and interviews with Barry County Youth to hear from their experience about youth substance use.
- Utilize both quantitative and qualitative youth data to build out targeted youth prevention strategies.

Recommendation: Address Issues of Equity in Mental Health and SUD Supports in the County

Lack of access to mental health services and SUD services that include mental health support is intrinsically tied to substance use disorder. A noted need for greater access to mental health supports was a common theme among participants.

- Identify and amplify existing transportation resources that can be utilized for mental health and SUD treatment.
- Asset mapping can be used to identify available resources and create a resource guide for community member use and used in recommended referral training for organizations.
- These strategies could be leveraged to build better inter-organizational relationships and increase collaboration.
- Increase outreach efforts of health insurance navigators to increase health insurance coverage in the county.

Community Assessment Planning

The community assessment process is never completed. We always recommend looking back at what was done and what information was not acquired. It is also essential to note questions raised in the current assessment that should be explored in future community assessment processes and to assess progress in the identified measurable goals. Monitoring and evaluation will be essential to understand the impact of the work taking place and identify additional gaps and needs that may be present. To

ensure the strategic plan remains accurate and reflective of the current landscape, the plan should be updated every three years, with additional community assessments taking place every second year to align with the development of the new strategic plans.

> ***"But yeah, just public transportation or more low-income housing so people don't get stuck in most situations where you're... I've been stuck in situations where I can't afford to not live with addicts. If you just don't have the funds to get housing, you can get stuck in abusive relationships, or if you're trying to get sober and everybody around you is doing a highly addictive drug, it doesn't foster independence and health."*** **- PWLE**

Recommendations Based on Missing Populations

In this process, we heard from people who were the most accessible. We spoke with relatively few individuals that identified as persons of color, Spanish speakers, or members of the LGBTQIA+ community. The focus of future community assessment processes should ensure that the voices of diverse populations are heard.

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2024

BE THE CHANGE

BARRY COUNTY

OPIOID COMMUNITY NEEDS ASSESSMENT

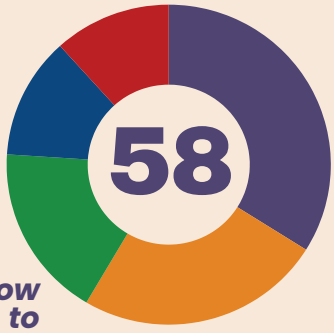
The Opioid Community Needs Assessment 2024 was conducted by Michigan State University's team within the MDHHS Technical Assistance Collaborative with support from Barry County Government and the Barry County Substance Abuse Task Force.
The motivation for this assessment is the incoming Opioid Settlement dollars and a desire to have those dollars generate positive community impact for years to come.

INTERVIEWS

82

31	Professionals (Providers & Community Based Organizations)
19	General Community Members
27	People with Lived Experience
5	Public Safety

IDENTIFIED NEEDS: HOUSING



The greatest identified need in Barry County according to community members centered around **housing**. Almost all respondents expressed a need for adequate and supportive **housing** for those in recovery.

"Housing is huge. If people don't have stability and they know that they have a safe place to sleep at night, its really tough to move forward." - Professional

42	**30**	**21**	**20**
Mental Health Services	Transportation	Community Support	Response

IDENTIFIED THEMES

- Housing
- Mental Health Supports
- Transportation
- Local Harm Reduction Services
- Youth Prevention & Treatment
- Need for Community
- Criminal Justice System
- Timeliness/Centralized Response Resource
- Stigma and Acceptance

COMMON BARRIERS

Frustration

Prevention Gaps

Collaboration Gaps

Unable to Admit Need

Program Capacity

Community Education Gaps

Distrust of Criminal Justice System

Lack of Awareness

RECOMMENDATIONS

TIER 1

1. Reduce Stigma Through Education and Organizational Training
2. Increase the Number of Supportive Transitional Housing Services in Barry County to Increase Access
3. Increase Access to Mental Health Providers and Resources for Individuals with SUD
4. Increase the Availability of Transportation Options and Explore Options for Improving Access to Substance Use Treatment Within the County
5. Examine Harm Reduction Policies Around Syringe Service Programs
6. Examine Options for Centralized Response Resource/Hotlines

TIER 2

1. Sober Living Events and Spaces
2. Conduct Community Assessment Around MAT/MOUD Including Jail
3. Address Youth SUD Needs
4. Address Issues of Equity in Mental Health and SUD Supports in the County

Document Totals by Fund

Fund	Debits	Credits	Net
101 General	54,108.79	222.19	53,886.60
215 Friend of the Court	875.00	0.00	875.00
261 Indigent Defense	51,013.90	0.00	51,013.90
275 Commission on Aging	110.40	0.00	110.40
637 Data Processing	18,877.36	0.00	18,877.36
661 Vehicle	4,009.44	0.00	4,009.44
Grand Total:	128,994.89	222.19	128,772.70

Account	Vendor	Description	Invoice	Amount	PO Num
101-101	**COMMISSIONERS**				
960-000	SMART HOME INC.	COMMISSIONER/SOUND SYSTEMS	SI-31465	372.30	
		Sub Total 101-101 COMMISSIONERS		**372.30**	
101-140	**TRIAL COURT CRIMINAL & CIVIL**				
727-000	STAPLES	DISTRICT/ADMIN/SUPPLIES	902382874	12.40	
727-000	EBCO COMPANY, THE	CRIMINAL/CIVIL/NUMBER LABELS	025028	360.00	
807-000	MICHIGAN LAWYERS WEEKLY, SUBSRIPTION	CRIMINAL/CIVIL/SUBSCRIPTION	7353461	428.00	
		Sub Total 101-140 TRIAL COURT CRIMINAL & CIVIL		**800.40**	
101-148	**TRIAL COURT FAMILY DIV.**				
727-000	OFFICE DEPOT	FAMILY COURT/OFFICE SUPPLIES	2007489	61.63	
729-000	PELON, DAVE	FAMILY COURT/POSTAGE	2007486	53.25	
806-000	POULSON BARRY, POULSON & ASSOC PLLC	FAMILY COURT/LEGAL FEES	20013098	1,260.00	
806-000	STAAKE, MICHAEL	FAMILY COURT/LEGAL FEES	2007485	65.00	
806-000	STORRS, STEVEN G.	FAMILY COURT/LEGAL FEES	20013110	153.00	
806-000	MUSKEGON COUNTY, TREASURER'S OFFICE	FAMILY COURT/LEGAL FEES	0000207956	75.00	
806-000	KINNEY, JAMES M ATTY	FAMILY COURT/LEGAL FEES	20013097	2,106.00	
806-000	MI FAMILY LAW CENTER	FAMILY COURT/LEGAL FEES	2007495	136.00	
806-000	MI FAMILY LAW CENTER	FAMILY COURT/LEGAL FEES	20013111	646.00	
806-000	GOLDEN, MARY	FAMILY COURT/LEGAL FEES	2007484	162.50	
806-000	HOEL, KRISTEN E.	FAMILY COURT/LEGAL FEES	20013100	2,511.00	
806-000	APPLE STREET LAW OFFICE PLC	FAMILY COURT/LEGAL FEES	20013099	2,026.50	
806-000	BAKER, JACKIE	FAMILY COURT/LEGAL FEES	2007483	1,629.00	
807-000	FAMILY SUPPORT CENTER	FAMILY COURT/DUES	2025/PELON	50.00	
933-000	WILDER TIRE & AUTO LLC	FAMILY COURT/VEHICLE MAINT	15787	668.03	
982-000	WEST PAYMENT CENTER	FAMILY COURT/BOOKS	851488613	37.43	
		Sub Total 101-148 TRIAL COURT FAMILY DIV.		**11,640.34**	
101-191	**ELECTIONS**				
861-000	FYAN, KAYLAH	CLERK/TRAVEL	2/4-10/25	39.20	
977-000	ELECTION SOURCE	CLERK/ANNUAL MAINT (EQUIPMENT)	24-17425	4,470.00	
		Sub Total 101-191 ELECTIONS		**4,509.20**	
101-215	**CLERK**				

Account	Vendor	Description	Invoice	Amount	PO Num
101-215	**CLERK**	(Continued)			
727-000	QUILL CORPORATION	CLERK/OFFICE SUPPLIES	41998790	104.97	
727-000	QUILL CORPORATION	CLERK/SUPPLIES	42247672	40.00	
727-000	QUILL CORPORATION	CLERK/RETURN	41957965CREI	-116.97	
		Sub Total 101-215 CLERK		**28.00**	
101-225	**EQUALIZATION**				
933-000	BRIAN'S AUTO	EQUALIZATION/TIRE SENSORS	101242085	200.00	
957-000	MAED-MICHIGAN ASSOCIATION, OF EQUALIZ/	EQUALIZATION/SUMMIT	2025TECH	40.00	
		Sub Total 101-225 EQUALIZATION		**240.00**	
101-229	**PROSECUTOR**				
727-000	QUILL CORPORATION	PROSECUTOR/SUPPLIES	42176367	63.73	
807-000	FAMILY SUPPORT CENTER	PROSECUTOR/MEMBERSHIP DUES	PA/2025	50.00	
957-000	PAAM	PROSECUTOR/WINTER CONF.	15155	475.00	
		Sub Total 101-229 PROSECUTOR		**588.73**	
101-236	**REGISTER OF DEEDS**				
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/NAMEPLATE	42637037	16.71	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/OFFICE SUPPLIES	42576772	17.96	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/OFFICE SUPPLIES	425577780	54.27	
727-000	GRAPHIC SCIENCES INC	REG. OF DEEDS/MICROFILM IMAGES	8620	144.63	
730-000	PROGRESSIVE GRAPHICS	REG. OF DEEDS/BUSINESS CARDS	53070	84.00	
861-000	MICHIGAN ASSOCIATION OF, REGISTERS OF I	REG. OF DEEDS/CONF.	2025MARD	230.00	
		Sub Total 101-236 REGISTER OF DEEDS		**547.57**	
101-265	**BUILDING & GROUNDS**				
777-000	ONE WAY PRODUCTS	BLDG & GROUNDS/SUPPLIES	793997	632.09	
777-000	ONE WAY PRODUCTS	BLDG & GROUNDS/H2O DISPENSER	793997-1	252.96	
931-000	GRAINGER	BLDG & GROUNDS/BELTS FOR AHU'S	9394181722	99.50	
931-000	ANYTHING PLUMBING ANYTIME	BLDG & GROUNDS/NEW FOUNTAIN C	00007504	2,815.50	
932-000	GREENMARK EQUIPMENT	BLDG & GROUNDS/HYDRAULIC HOSE	933110	70.96	
		Sub Total 101-265 BUILDING & GROUNDS		**3,871.01**	
101-301	**SHERIFF'S DEPARTMENT**				

Account	Vendor	Description	Invoice	Amount	PO Num
101-301	**SHERIFF'S DEPARTMENT**	**(Continued)**			
727-000	STAPLES	SHERIFF/SUPPLIES	7004067100	41.17	
727-000	STAPLES	SHERIFF/OFFICE SUPPLIES	7003981458	138.51	
744-000	CMP DISTRIBUTORS INC.	SHERIFF/SUPPLIES	019230	537.00	
744-000	GALLS LLC	SHERIFF/AGILITE GEAR GEN4	030104768	268.66	
744-010	KIESLER POLICE SUPPLY	SHERIFF/SUPPLIES	IN253377	1,474.40	
807-000	IACP	SHERIFF/2025 DUES	0386154	220.00	
809-000	CORE TECHNOLOGY CORP	SHERIFF/TALON DESKTOP-MVU	CORNM000203	198.00	
813-000	BARRY CLEANERS	SHERIFF/UNIFORM CLEANING	115751	111.60	
933-000	FOX CHEVROLET	SHERIFF/SL-N-TRANSMITTER-2	205020052	236.16	
933-000	CEREAL CITY GROUP LLC, NAPA AUTO PARTS	SHERIFF/PARTS/SHOP SUPPLIES	187018	715.75	
933-000	KIMBALL MIDWEST	SHERIFF/18GA BLUE PVC	103026152	49.60	
933-000	KIMBALL MIDWEST	SHERIFF/HI-BLAST BRAKE PWR	103043293	162.36	
933-000	KIMBALL MIDWEST	SHERIFF/LOOM/CLIP	103045677	96.93	
933-000	GOLDSWORTHY TOWING & RECOVERY	SHERIFF/SERVICES	38739	2,188.91	
933-000	LEGACY AUTOMOTIVE AND TOWING	SHERIFF/#43	27482	94.72	
933-000	LEGACY AUTOMOTIVE AND TOWING	SHERIFF/#21	27485	352.66	
933-000	LEGACY AUTOMOTIVE AND TOWING	SHERIFF/#28	27500	84.72	
933-000	LEGACY AUTOMOTIVE AND TOWING	SHERIFF/#38	27531	84.72	
933-000	LEGACY AUTOMOTIVE AND TOWING	SHERIFF/#37	27536	121.50	
933-000	WILDER TIRE & AUTO LLC	SHERIFF/#13	16338	380.42	
933-000	WILDER TIRE & AUTO LLC	SHERIFF/#8	16342	145.06	
933-000	ROWERDINK	SHERIFF/PARTS	01IG0458	1,316.22	
960-000	PHOTOGRAPHIC MEMORY	SHERIFF/PHOTOS/FRAMES	250001	225.00	
		Sub Total 101-301 SHERIFF'S DEPARTMENT		**9,244.07**	
101-333	**ROAD PATROL**				
957-000	MICHIGAN STATE POLICE, CASHIERS OFFICE	SRP416/TRAINING/COOPER	551-650230	125.00	
		Sub Total 101-333 ROAD PATROL		**125.00**	
101-351	**JAIL**				
727-000	OFFICE DEPOT	JAIL/MISC	402782573001	36.56	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9018965697	2,571.96	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9018965703	476.40	
742-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	2002097634	-19.57	
742-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	2002097643	-85.65	

Account	Vendor	Description	Invoice	Amount	PO Num
101-351	**JAIL**	(Continued)			
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9018713239	2,467.94	
742-000	EDS BREADS	JAIL/BREADS	915909	38.26	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9013908	325.43	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9099483	378.83	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9006510	294.06	
744-000	GALLS LLC	JAIL/UNIFORM SUPPLIES	030106514	429.09	
748-000	MPS	JAIL/MISC. CARTRIDGE	80351	1,900.00	
777-000	GORDON FOOD SERVICE, INC.	JAIL/JANITOR	9018965706	171.65	
777-000	CINTAS	JAIL/SUPPLIES	4220279729	296.89	
777-000	CINTAS	JAIL/SUPPLIES	4219542953	370.46	
809-000	CINTAS	JAIL/AED AGREEMENT	9306815125	504.00	
809-000	STERICYCLE, INC.	JAIL	8009649983	203.63	
835-000	VISIONARY MEDICAL SERVICES	JAIL/GOODALE	VMS428327	69.00	
835-000	CENTRAL MICHIGAN CORRECTIONAL, HEALTI	JAIL/DR/NURSE SERVICES	298	6,845.24	
931-000	B & V MECHANICAL INC	JAIL/ISSUES IN BACK 6	105090	833.61	
931-000	B & V MECHANICAL INC	JAIL/DEC. PLUMBING REPAIRS	104921	765.00	
931-000	HASTINGS ACE HARDWARE	JAIL/SUPPLIES	11166/1	48.07	
931-000	ULINE, ACCTS RECEIVABLE	JAIL/SUPPLIES	188447191	2,941.60	
			Sub Total 101-351 JAIL	**21,862.46**	
101-430	**ANIMAL SHELTER**				
761-000	COVETRUS NORTH AMERICA	ANIMAL SHELTER/D-128 GERM DETRG	DC96438	57.52	
			Sub Total 101-430 ANIMAL SHELTER	**57.52**	
			Total 101 GENERAL FUND	**53,886.60**	
215-143	**FRIEND OF THE COURT**				
807-000	FRIEND OF THE COURT ASSOCIATIO, BRANCI	FOC/FOCA DUES/STRAUBE/CHERNIA	2025DUES	500.00	
957-000	PAAM	FOC/CONF./DICKERSON	2/12/25	375.00	
			Sub Total 215-143 FRIEND OF THE COURT	**875.00**	
			Total 215 FRIEND OF THE COURT FUND	**875.00**	
261-150	**PUBLIC DEFENDER**				
816-000	RUSSELL, KATHRYN	PUBLIC DEFENDER/BILLING	2/13/25	6,713.00	
816-000	WOOLLEY LYONEL, THE WOOLLEY LAW FIRM	PUBLIC DEFENDER/BILLING	2/8/25	4,235.25	

Account	Vendor	Description	Invoice	Amount	PO Num
261-150	**PUBLIC DEFENDER**	**(Continued)**			
816-000	BR SERVICES	PUBLIC DEFENDER/SERVICES	INV3	1,085.00	
816-000	APPLE STREET LAW OFFICE PLC	PUBLIC DEFENDER/BILLING	JAN.25KM	6,351.25	
816-000	APPLE STREET LAW OFFICE PLC	PUBLIC DEFENDER/BILLING	JAN.25KY	7,124.65	
816-000	HOEL, KRISTEN E.	PUBLIC DEFENDER/BILLING	2/5/25	2,534.50	
816-000	JONES-DWYER, CAROL	PUBLIC DEFENDER/BILLING	JAN.25	8,961.75	
816-000	KINNEY, JAMES M ATTY	PUBLIC DEFENDER/BILLING	2/1/25	4,636.75	
816-000	MCNEILL, GORDON S.	PUBLIC DEFENDER/BILLING	JAN.25	8,396.75	
957-000	CRIMINAL DEFENSE ATTYS OF MICH	PUBLIC DEFENDER/ATTY TRAINING	CTE0125	975.00	
		Sub Total 261-150 PUBLIC DEFENDER		**51,013.90**	
		Total 261 INDIGENT DEFENSE		**51,013.90**	
275-672	**COMMISSION ON AGING**				
727-000	STAPLES	COA/ADMIN/OFFICE SUPPLIES	6023820875	110.40	
		Sub Total 275-672 COMMISSION ON AGING		**110.40**	
		Total 275 COMMISSION ON AGING FUND		**110.40**	
637-258	**DATA PROCESSING**				
732-000	TRACE3	IT/JAN.25 MSO	INV1713981	1,150.00	
980-030	DELL MARKETING LP, C/O DELL USA	IT/20 NEW DELL COMPUTERS	10798224138	15,806.40	
980-030	DELL MARKETING LP, C/O DELL USA	IT/16 NEW MONITORS	10797788640	1,920.96	
		Sub Total 637-258 DATA PROCESSING		**18,877.36**	
		Total 637 DATA PROCESSING FUND		**18,877.36**	
661-000	**DEPT**				
933-000	DEWEY'S AUTO BODY, INC.	VEHICLE/EQUALIZATION WINDSHIELD	F4AB294A	748.51	
981-030	ERGOTECH CONTROLS LLC, DBA INDUSTRIAL	VEHICLE/NEW VEHICLE EQUIPMENT	INV-1681657	1,896.93	
981-030	DB DESIGN	VEHICLE/K-9 REFLECTIVE GRAPHICS	2998	1,024.00	
981-030	MARK'S BODY SHOP	VEHICLE/SPOT LIGHT	109098	340.00	
		Sub Total 661-000 DEPT		**4,009.44**	
		Total 661 VEHICLE FUND		**4,009.44**	

Account	Vendor	Description	Invoice	Amount	PO Num
			Grand Total	128,772.70	

Office of Probate Register
2-14-25 12:10 pm

Bank code : 001

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
246476	2/14/2025	050544	ANYTHING PLUMBING ANYTIME	00007504		BLDG & GROUNDS/NEW FOUNTAIN	2,815.50
						Total :	**2,815.50**
246477	2/14/2025	022651	APPLE STREET LAW OFFICE PLC	20013099		FAMILY COURT/LEGAL FEES	2,026.50
				JAN.25KM		PUBLIC DEFENDER/BILLING	6,351.25
				JAN.25KY		PUBLIC DEFENDER/BILLING	7,124.65
						Total :	**15,502.40**
246478	2/14/2025	002496	B & V MECHANICAL INC	104921		JAIL/DEC. PLUMBING REPAIRS	765.00
				105090		JAIL/ISSUES IN BACK 6	833.61
						Total :	**1,598.61**
246479	2/14/2025	048709	BAKER, JACKIE	2007483		FAMILY COURT/LEGAL FEES	1,629.00
						Total :	**1,629.00**
246480	2/14/2025	041733	BARRY CLEANERS	115751		SHERIFF/UNIFORM CLEANING	111.60
						Total :	**111.60**
246481	2/14/2025	057571	BR SERVICES	INV3		PUBLIC DEFENDER/SERVICES	1,085.00
						Total :	**1,085.00**
246482	2/14/2025	005927	BRIAN'S AUTO	101242085		EQUALIZATION/TIRE SENSORS	200.00
						Total :	**200.00**
246483	2/14/2025	056209	CENTRAL MICHIGAN CORRECTIONAL, H	298		JAIL/DR/NURSE SERVICES	6,845.24
						Total :	**6,845.24**
246484	2/14/2025	024748	CEREAL CITY GROUP LLC, NAPA AUTO I	187018		SHERIFF/PARTS/SHOP SUPPLIES	715.75
						Total :	**715.75**
246485	2/14/2025	048180	CINTAS	4219542953		JAIL/SUPPLIES	370.46
				4220279729		JAIL/SUPPLIES	296.89
				9306815125		JAIL/AED AGREEMENT	504.00
						Total :	**1,171.35**
246486	2/14/2025	039919	CMP DISTRIBUTORS INC.	019230		SHERIFF/SUPPLIES	537.00

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246486	2/14/2025	039919 039919 CMP DISTRIBUTORS INC.	(Continued)		**Total :**	**537.00**
246487	2/14/2025	008626 CORE TECHNOLOGY CORP	CORNM0002035		SHERIFF/TALON DESKTOP-MVU	198.00
					Total :	**198.00**
246488	2/14/2025	054202 COVETRUS NORTH AMERICA	DC96438		ANIMAL SHELTER/D-128 GERM DE	57.52
					Total :	**57.52**
246489	2/14/2025	053675 CRIMINAL DEFENSE ATTYS OF MICH	CTE0125		PUBLIC DEFENDER/ATTY TRAININ(	975.00
					Total :	**975.00**
246490	2/14/2025	045238 DB DESIGN	2998		VEHICLE/K-9 REFLECTIVE GRAPHI	1,024.00
					Total :	**1,024.00**
246491	2/14/2025	009492 DELL MARKETING LP, C/O DELL USA	10797788640		IT/16 NEW MONITORS	1,920.96
			10798224138		IT/20 NEW DELL COMPUTERS	15,806.40
					Total :	**17,727.36**
246492	2/14/2025	009830 DEWEY'S AUTO BODY, INC.	F4AB294A		VEHICLE/EQUALIZATION WINDSHI	748.51
					Total :	**748.51**
246493	2/14/2025	046899 EBCO COMPANY, THE	025028		CRIMINAL/CIVIL/NUMBER LABELS	360.00
					Total :	**360.00**
246494	2/14/2025	050532 EDS BREADS	915909		JAIL/BREADS	38.26
					Total :	**38.26**
246495	2/14/2025	053981 ELECTION SOURCE	24-17425		CLERK/ANNUAL MAINT (EQUIPMEN	4,470.00
					Total :	**4,470.00**
246496	2/14/2025	056715 ERGOTECH CONTROLS LLC, DBA INDU	INV-1681657		VEHICLE/NEW VEHICLE EQUIPMEI	1,896.93
					Total :	**1,896.93**
246497	2/14/2025	007257 FAMILY SUPPORT CENTER	2025/PELON		FAMILY COURT/DUES	50.00
			PA/2025		PROSECUTOR/MEMBERSHIP DUE	50.00
					Total :	**100.00**
246498	2/14/2025	050360 FOX CHEVROLET	205020052		SHERIFF/SL-N-TRANSMITTER-2	236.16

Bank code : 001

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
246498	2/14/2025	050360	050360 FOX CHEVROLET	(Continued)		**Total :**	**236.16**
246499	2/14/2025	053242	FRIEND OF THE COURT ASSOCIATIO, BI	2025DUES		FOC/FOCA DUES/STRAUBE/CHERN	500.00
						Total :	**500.00**
246500	2/14/2025	055224	FYAN, KAYLAH	2/4-10/25		CLERK/TRAVEL	39.20
						Total :	**39.20**
246501	2/14/2025	038926	GALLS LLC	030104768		SHERIFF/AGILITE GEAR GEN4	268.66
				030106514		JAIL/UNIFORM SUPPLIES	429.09
						Total :	**697.75**
246502	2/14/2025	055623	GOLDEN, MARY	2007484		FAMILY COURT/LEGAL FEES	162.50
						Total :	**162.50**
246503	2/14/2025	014002	GOLDSWORTHY TOWING & RECOVERY	38739		SHERIFF/SERVICES	2,188.91
						Total :	**2,188.91**
246504	2/14/2025	014300	GORDON FOOD SERVICE, INC.	2002097634		JAIL/CREDIT	-19.57
				2002097643		JAIL/CREDIT	-85.65
				9018713239		JAIL/FOOD	2,467.94
				9018965697		JAIL/FOOD	2,571.96
				9018965703		JAIL/FOOD	476.40
				9018965706		JAIL/JANITOR	171.65
						Total :	**5,582.73**
246505	2/14/2025	054535	GRAINGER	9394181722		BLDG & GROUNDS/BELTS FOR AHU	99.50
						Total :	**99.50**
246506	2/14/2025	014507	GRAPHIC SCIENCES INC	8620		REG. OF DEEDS/MICROFILM IMAGI	144.63
						Total :	**144.63**
246507	2/14/2025	012490	GREENMARK EQUIPMENT	933110		BLDG & GROUNDS/HYDRAULIC HC	70.96
						Total :	**70.96**
246508	2/14/2025	034865	HASTINGS ACE HARDWARE	11166/1		JAIL/SUPPLIES	48.07
						Total :	**48.07**

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246509	2/14/2025	041730 HOEL, KRISTEN E.	2/5/25		PUBLIC DEFENDER/BILLING	2,534.50
			20013100		FAMILY COURT/LEGAL FEES	2,511.00
					Total :	**5,045.50**
246510	2/14/2025	053254 IACP	0386154		SHERIFF/2025 DUES	220.00
					Total :	**220.00**
246511	2/14/2025	019364 JONES-DWYER, CAROL	JAN.25		PUBLIC DEFENDER/BILLING	8,961.75
					Total :	**8,961.75**
246512	2/14/2025	053353 KIESLER POLICE SUPPLY	IN253377		SHERIFF/SUPPLIES	1,474.40
					Total :	**1,474.40**
246513	2/14/2025	051301 KIMBALL MIDWEST	103026152		SHERIFF/18GA BLUE PVC	49.60
			103043293		SHERIFF/HI-BLAST BRAKE PWR	162.36
			103045677		SHERIFF/LOOM/CLIP	96.93
					Total :	**308.89**
246514	2/14/2025	020711 KINNEY, JAMES M ATTY	2/1/25		PUBLIC DEFENDER/BILLING	4,636.75
			20013097		FAMILY COURT/LEGAL FEES	2,106.00
					Total :	**6,742.75**
246515	2/14/2025	057552 LEGACY AUTOMOTIVE AND TOWING	27482		SHERIFF/#43	94.72
			27485		SHERIFF/#21	352.66
			27500		SHERIFF/#28	84.72
			27531		SHERIFF/#38	84.72
			27536		SHERIFF/#37	121.50
					Total :	**738.32**
246516	2/14/2025	055872 MAED-MICHIGAN ASSOCIATION, OF EQU	2025TECH		EQUALIZATION/SUMMIT	40.00
					Total :	**40.00**
246517	2/14/2025	041667 MARK'S BODY SHOP	109098		VEHICLE/SPOT LIGHT	340.00
					Total :	**340.00**
246518	2/14/2025	053248 MCNEILL, GORDON S.	JAN.25		PUBLIC DEFENDER/BILLING	8,396.75
					Total :	**8,396.75**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246519	2/14/2025	056621 MI FAMILY LAW CENTER	20013111		FAMILY COURT/LEGAL FEES	646.00
			2007495		FAMILY COURT/LEGAL FEES	136.00
					Total :	**782.00**
246520	2/14/2025	035193 MICHIGAN ASSOCIATION OF, REGISTER	2025MARD		REG. OF DEEDS/CONF.	230.00
					Total :	**230.00**
246521	2/14/2025	021171 MICHIGAN LAWYERS WEEKLY, SUBSRIF	7353461		CRIMINAL/CIVIL/SUBSCRIPTION	428.00
					Total :	**428.00**
246522	2/14/2025	032228 MICHIGAN STATE POLICE, CASHIERS OI	551-650230		SRP416/TRAINING/COOPER	125.00
					Total :	**125.00**
246523	2/14/2025	057628 MPS	80351		JAIL/MISC. CARTRIDGE	1,900.00
					Total :	**1,900.00**
246524	2/14/2025	052183 MUSKEGON COUNTY, TREASURER'S OI	0000207956		FAMILY COURT/LEGAL FEES	75.00
					Total :	**75.00**
246525	2/14/2025	025967 OFFICE DEPOT	402782573001		JAIL/MISC	36.56
					Total :	**36.56**
246526	2/14/2025	046606 OFFICE DEPOT	2007489		FAMILY COURT/OFFICE SUPPLIES	61.63
					Total :	**61.63**
246527	2/14/2025	053076 ONE WAY PRODUCTS	793997		BLDG & GROUNDS/SUPPLIES	632.09
			793997-1		BLDG & GROUNDS/H2O DISPENSE	252.96
					Total :	**885.05**
246528	2/14/2025	026400 PAAM	15155		PROSECUTOR/WINTER CONF.	475.00
			2/12/25		FOC/CONF./DICKERSON	375.00
					Total :	**850.00**
246529	2/14/2025	055492 PELON, DAVE	2007486		FAMILY COURT/POSTAGE	53.25
					Total :	**53.25**
246530	2/14/2025	042738 PHOTOGRAPHIC MEMORY	250001		SHERIFF/PHOTOS/FRAMES	225.00

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246530	2/14/2025	042738 042738 PHOTOGRAPHIC MEMORY	(Continued)		**Total :**	**225.00**
246531	2/14/2025	055825 POULSON BARRY, POULSON & ASSOC	20013098		FAMILY COURT/LEGAL FEES	1,260.00
					Total :	**1,260.00**
246532	2/14/2025	029500 PRAIRIE FARMS DAIRY	9006510		JAIL/MILK	294.06
			9013908		JAIL/MILK	325.43
			9099483		JAIL/MILK	378.83
					Total :	**998.32**
246533	2/14/2025	028100 PROGRESSIVE GRAPHICS	53070		REG. OF DEEDS/BUSINESS CARDS	84.00
					Total :	**84.00**
246534	2/14/2025	050882 QUILL CORP., C/O REGISTER OF DEEDS	425577780		REG. OF DEEDS/OFFICE SUPPLIES	54.27
			42576772		REG. OF DEEDS/OFFICE SUPPLIES	17.96
			42637037		REG. OF DEEDS/NAMEPLATE	16.71
					Total :	**88.94**
246535	2/14/2025	028400 QUILL CORPORATION	42176367		PROSECUTOR/SUPPLIES	63.73
					Total :	**63.73**
246536	2/14/2025	045689 QUILL CORPORATION	41957965CREDIT		CLERK/RETURN	-116.97
			41998790		CLERK/OFFICE SUPPLIES	104.97
			42247672		CLERK/SUPPLIES	40.00
					Total :	**28.00**
246537	2/14/2025	055215 ROWERDINK	01IG0458		SHERIFF/PARTS	1,316.22
					Total :	**1,316.22**
246538	2/14/2025	030123 RUSSELL, KATHRYN	2/13/25		PUBLIC DEFENDER/BILLING	6,713.00
					Total :	**6,713.00**
246539	2/14/2025	057629 SMART HOME INC.	SI-31465		COMMISSIONER/SOUND SYSTEMS	372.30
					Total :	**372.30**
246540	2/14/2025	042986 STAAKE, MICHAEL	2007485		FAMILY COURT/LEGAL FEES	65.00
					Total :	**65.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246541	2/14/2025	053592 STAPLES	6023820875		COA/ADMIN/OFFICE SUPPLIES	110.40
			7003981458		SHERIFF/OFFICE SUPPLIES	138.51
			7004067100		SHERIFF/SUPPLIES	41.17
			902382874		DISTRICT/ADMIN/SUPPLIES	12.40
					Total :	**302.48**
246542	2/14/2025	045354 STERICYCLE, INC.	8009649983		JAIL	203.63
					Total :	**203.63**
246543	2/14/2025	050976 STORRS, STEVEN G.	20013110		FAMILY COURT/LEGAL FEES	153.00
					Total :	**153.00**
246544	2/14/2025	056826 TRACE3	INV1713981		IT/JAN.25 MSO	1,150.00
					Total :	**1,150.00**
246545	2/14/2025	049536 ULINE, ACCTS RECEIVABLE	188447191		JAIL/SUPPLIES	2,941.60
					Total :	**2,941.60**
246546	2/14/2025	056722 VISIONARY MEDICAL SERVICES	VMS428327		JAIL/GOODALE	69.00
					Total :	**69.00**
246547	2/14/2025	036598 WEST PAYMENT CENTER	851488613		FAMILY COURT/BOOKS	37.43
					Total :	**37.43**
246548	2/14/2025	040022 WILDER TIRE & AUTO LLC	15787		FAMILY COURT/VEHICLE MAINT	668.03
			16338		SHERIFF/#13	380.42
			16342		SHERIFF/#8	145.06
					Total :	**1,193.51**
246549	2/14/2025	054672 WOOLLEY LYONEL, THE WOOLLEY LAW	2/8/25		PUBLIC DEFENDER/BILLING	4,235.25
					Total :	**4,235.25**

74 Vouchers for bank code : 001 **Bank total : 128,772.70**

74 Vouchers in this report **Total vouchers : 128,772.70**

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC / 2/25/25

DEPARTMENT: Administration

PREPARED BY: Eric Zuzga, County Administrator

SUBJECT: PACE Financing Program

SPECIFIC ACTION(S) REQUESTED:
To recommend to the Board of Commissioners adoption of Resolution #25-07, Resolution of Intent to Establish a Property Assessed Clean Energy Program and Calling Public Hearing, which indicates an intent to establish a PACE financing program in Barry County.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):
Adoption of Resolution #25-07, Resolution of Intent to Establish a Property Assessed Clean Energy Program and Calling Public Hearing, which indicates an intent to establish a PACE financing program in Barry County.

DESCRIPTION OF ACTION: Jennifer Heinzman and Nichole Lyke were approached by Lean and Green Michigan, on behalf of the developers of the Royal Coach project, in regards to the possibility of Property Assessed Clean Energy (PACE) financing program being available in the County. EDA staff and I met with Mary Freeman from Lean and Green Michigan to discuss the program. Mary also presented to the Brownfield and Land Bank Authorities on the program and benefits to the County. EDA and Lean and Green Michigan staff have been invited to the COW meeting on 2/18/25 to present on the program.

Mary presented the necessary documents to establish the program in Barry County and I forwarded to our attorneys for their review. Tim Perrone, one of our attorneys, has reviewed the submitted documents and provided only minor changes (which were made). They have reviewed these for other clients in the past as a number of counties utilize this program.

After hearing the presentation, if the Commission wants to provide the ability for companies and developers to access this type of financing, passing the attached resolution of intent is the first step. A public hearing would need to be held at a future meeting to approve the final resolution and program document. This hearing time should be included in the resolution of intent.

TIME FRAME OF ACTION: Effective immediately.

FUNDING REQUIRED: YES_____ NO __X___

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _$____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)_
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED: N/A
NEW OR RENEWAL: New.
ANY OTHER PERTINENT INFORMATION: Program of work and resolution attached
CONTACT PERSON WITH PHONE NUMBER: Eric Zuzga, County Administrator 269-945-1414

D R A F T

BARRY COUNTY,
MICHIGAN

PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Michigan Public Act No. 270 of 2010, as amended. Additional information is available from Barry County. The PACE Program and PACE Program Report were approved by the Board of Commissioners on [DATE] by Resolution XXX, subsequent to a public hearing held on [DATE].

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INTRODUCTION

Michigan Public Act No. 270 of 2010, as amended ("the PACE Statute") authorizes local units of government to adopt Property Assessed Clean Energy ("PACE") programs to promote the installation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in Barry County, the Board of Commissioners established the Barry County Property Assessed Clean Energy Program and PACE district pursuant to the PACE Statute by joining Lean & Green Michigan™ (the "PACE Program" or "Program"). The PACE Program has identified specific sources of commercial funding to finance PACE Projects within the Barry County PACE district, which is coterminous with the County's jurisdictional boundaries.

The purpose of this PACE Program Report is to fulfill the requirements of the PACE Statute. Section 9 of the PACE Statute requires a report that includes: a form of contract between the County and the record owner; identification of an official authorized to enter into program contracts on behalf of the County; a maximum aggregate amount for financing provided by the County under the program; an application process and eligibility requirements; methods for determining repayment periods, the maximum amount of assessment, and interest rates on assessment installments; an explanation of how assessments will be made and collected; a plan for raising capital; procedures to determine information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the project; a requirement of an appropriate ratio of the amount of the assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audit or energy modeling, ongoing savings measurements and performance guarantees for retrofit projects over $250,000 in assessments unless waived by the property owner; for new construction energy projects, a requirement that the building or other structure exceed applicable requirements of the Michigan uniform energy code.

As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model contract may be required to fit a particular transaction. Additionally, there are several blanks left in the model contract that should be filled in when the corresponding information is known.

Lean & Green Michigan, LLC ("LAGM") developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state have joined or are in the process of joining the Lean & Green Michigan™ PACE program. This approach creates one efficient statewide market, allowing property owners, lenders and contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

THE COUNTY PROGRAM REPORT

1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects to be financed through the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator

The [INSERT TITLE HERE] or his/her designee, (the "Authorized Official") is authorized to enter into PACE Contracts or PACE Special Assessment Agreements on behalf of the County in consultation with LAGM. The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

In joining Lean & Green Michigan™, the County agrees to have LAGM act as PACE administrator and manage the County's PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining financing.

3. Financing Parameters

In establishing its PACE district, The County intends for Projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by The County shall be zero dollars. The maximum aggregate dollar amount for financing provided by The County may be adjusted and/or amended on an annual basis or more frequently by the Board of Commissioners and will remain at zero dollars unless and until it is changed.

The County shall not provide any financing for Projects under the The County's PACE Program. The County's PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by The County under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular Project will be established by the property owner seeking to implement and the commercial lender seeking to finance the implementation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects; as approved by LAGM and the Authorized Official.

4. Application Process/Eligibility Requirements

Application Process:

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

Eligibility Requirements:

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

5. Financing Terms of Assessments

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the Project financed by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific renewable energy systems, energy efficiency improvements, and environmental hazard projects included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the Project, by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the renewable energy systems, energy efficiency improvements, water usage improvement, or environmental hazard projects.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official, or appropriate official, on behalf of The County and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official, or appropriate official, on behalf of The County without objection by the property owner, will be finally established against the property and the Project to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and

delivery of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in annual or semi-annual installments pursuant to Section 13(2) of the PACE Statute. The Authorized Official, on behalf of The County, will confirm the Special Assessment Roll.

The Barry County Delinquent Tax Revolving Fund ("DTRF") shall not be used to advance, satisfy, or pay any delinquent installment of the PACE special assessment, and County funds will be used to repay any PACE special assessment placed under this program. The commercial lender will waive any claim to be able to seek payment from the County through the DTRF in the PACE Special Assessment Agreement.

7. Financing Program

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, The County helps its constituent property owners gain access to private capital made available through the statewide program. The County authorizes the use of owner-arranged financing from commercial lenders to finance qualified Projects under the Program.

8. Reserve Fund

By participating in the Lean & Green Michigan™ program, The County assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation ("MEDC") and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by The County.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the project(s) and financing mechanism(s) involved. A copy of the current LAGM administration and program fees is published by LAGM in its PACE Program Manual available upon request and at LAGM's website.

10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements, renewable energy systems, or environmental hazard improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.

11. Property Eligibility Parameters

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the "as completed" value of the property.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the Project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property to the market value of the property, prior debt secured by the property plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

12. Mortgage Consent Requirement

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining Lean & Green Michigan™, The County gains access to this program and agrees to partner with LAGM in educating property owners in The County about opportunities to save energy, save money and improve their property value. The County authorizes the use of The County's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: www.leanandgreenmi.com; or at The County's website at [Website].

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- Business integrity review on clean energy contractors conducted by Michigan Saves;
- Background check process on clean energy contractors conducted by Michigan Saves; and
- Other general due diligence as may be necessary or required.

15. Energy Audit or Energy Modeling Requirement

As set forth in the PACE Program Application, a baseline energy audit or energy modeling must be completed before a Project is approved. Each contract should provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Savings-to-Investment Ratio and Savings Guarantee Requirements

Unless waived by the record owner, Projects financed with more than $250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

This requirement may be waived by the record owner, and is not applicable to a new construction energy project.

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM may amend the County PACE program as necessary from time to time, in consultation with The County and upon approval of the County Board of Commissioners of any such amendment.

APPENDIX A

SPECIAL ASSESSMENT AGREEMENT

_____SPACE ABOVE FOR RECORDING PURPOSES_____

PACE SPECIAL ASSESSMENT AGREEMENT (OWNER-ARRANGED FINANCING)

by and among

BARRY COUNTY, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

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PACE SPECIAL ASSESSMENT AGREEMENT (OWNER-ARRANGED FINANCING)

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this "Agreement") is made this [DATE] among Barry County, a Michigan County corporation (the "County"), whose address is 220 W. State St., Hastings, MI 49058, [PROPERTY OWNER], a Michigan limited liability company (the "Property Owner"), whose address is [ADDRESS], and [PACE LENDER], a Michigan limited liability company (the "Lender"), whose address is [ADDRESS].

RECITALS:

A. Pursuant to the PACE Statute and a resolution adopted by the Barry County Board of Commissioners on [DATE], the County has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Project on the property.

B. Under the PACE Statute, the County is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Project in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake a certain Project on commercial, industrial, or agricultural property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the County enter into this Agreement to impose a special assessment on the property to be benefitted by the Projects, in accordance with the PACE Statute, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to the PACE Statute and the PACE Program, the County is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the County, the Property Owner and the Lender agree that:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement and Recitals shall have the meanings stated in the PACE Statute and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) "**Agreement**" means this PACE Special Assessment Agreement as same may be amended and/or restated.

(b) "**Applicable Interest Rate**" means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(c) "**Authorized Official**" means the [Authorized Official Title], or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(d) "**Default Rate**" means the rates dictated for cities by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(e) "**Energy Efficiency Improvement**" means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners.

(f) "**Energy Project**" means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.

(g) "**Event of Default**" has the meaning set forth in Section 7.01 hereof.

(h) **"Environmental Hazard Project"** means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following:

mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

(i) "**Force Majeure**" means unforeseeable events beyond a party's reasonable control and without such party's failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) "**General Property Tax Act**" means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) "**Improvements**" means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) **"LAGM"** shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) "**Lean & Green Michigan™**" means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(n) "**Lender**" has the meaning set forth in the preamble.

(o) "**Loan**" means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(p) "**Loan Documents**" means the Loan Agreement, dated as of [DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) "**Owner-Arranged Financing**" means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the County.

(r) "**PACE Program**" shall mean the property assessed clean energy program implemented by the County pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

(s) "**PACE Program Report**" means the Lean & Green Michigan™ PACE Program Report approved by the Board of Commissioners on [DATE], including any amendments or changes thereto made before the date of this Agreement.

(t) "**PACE Statute**" means Act 270 of the Michigan Public Acts of 2010, as amended, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(u) "**Payment Schedule**" has the meaning set forth in Section 4.01 hereof.

(v) **"Project"** means an Environmental Hazard Project or Energy Project.

(w) "**Property Owner**" has the meaning set forth in the preamble.

(x) "**Renewable Energy System**" means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy System includes a biomass stove but does not include an incinerator or digester.

(y) "**Special Assessment**" means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in the PACE Statute until such amounts have been paid in full.

(z) "**Special Assessment District**" means the Special Assessment District established as part of the PACE Program pursuant to the PACE Statute.

(aa) "**Special Assessment Parcel**" means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the County and which is more particularly described on the attached **Appendix B**.

(bb) "**Special Assessment Roll**" has the meaning set forth in Section 4.01 hereof.

ARTICLE II
DESCRIPTION OF IMPROVEMENTS

Section 2.01 Description of Improvements. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

ARTICLE III
COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the County makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the County or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

ARTICLE IV
PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, the County hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the County finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the County on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the "Payment Schedule"). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the County. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any "event of default" under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such "event of default" under the Loan Documents exists and is continuing. The County, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender's determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the County shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the County may conclusively rely upon the Lender's determinations thereof for the purpose of exercising and discharging all of the County's rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the County of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the County may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the County hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the County, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of

the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the County; (ii) the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the County of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the County shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the County's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the County.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of Barry County, State of Michigan.

(d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the County.

(e) The County agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by the County of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the County for County taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the County, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the County from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the County to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the County to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the County or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the County, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the County stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the "Payment Default Amount"); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the County shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the County taxes under the General Property Tax Act and the ordinances of the County. The County may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the County shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the County in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The County shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the County pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the County of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the County shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The County hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the County from the County Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the County from the County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the County advance to the Lender the amount of any unpaid Payment Default Amount, and the County shall be obligated to pay over to the Lender only such sums as are actually received by the County Treasurer as collections of any Payment Default Amount.

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the County or the General Property Tax Act, by Barry Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to Barry County, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

(d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Barry County Delinquent Tax Revolving Fund ("DTRF"), or any subsequent City or County fund which may replace the DTRF, or any other City or County funds.

Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days' written notice to the Lender and the County, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the County that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the County shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

Section 4.08 County or County Treasurer Becoming Owner of the Special Assessment Parcel. In the event that the County Treasurer takes ownership of the Special Assessment Parcel by operation of law, the County Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the County Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees or other charges, are required to be paid or will be accrued by the County Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the County Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and

payable by any person or entity who purchases the Special Assessment Parcel from the County Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

ARTICLE V
CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the County's Obligations.

The obligations of the County under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the County, unless waived in writing by the County:

(a) The County, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner or the County is a party, or shall be threatened in writing against the Property Owner or the County, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the County to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the County to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the County's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A**.

(f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the County.

The County represents and warrants to the Property Owner that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the County, and this Agreement complies with the PACE Statute and constitutes a valid and binding agreement of the County, enforceable against the County in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the County is subject, or any agreement to which the County is a party or by which the County is bound, or any order or decree of any court or governmental entity by which the County is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

Section 6.02 Representations and Warranties of the Property Owner.

The Property Owner represents and warrants to the County and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the County, and Property Owner agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the County that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the County, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the County with respect to the Property Owner.

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the County, and Lender agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

ARTICLE VII
DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the County, an "Event of Default" shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the County, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the County and any costs incurred by the County in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the County shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

Section 7.03 The County Default. If the County shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the County from the Property Owner or the Lender, a "County Default" shall be deemed to have occurred under this Agreement.

Section 7.04 Remedy for County Default. Upon the occurrence of a County Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the County, including any costs or fees (including attorneys' fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the

occurrence of a County Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a County Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

Section 7.05 Waiver. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Term. Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

Section 8.02 Assignment.

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however,* that any such assignment shall be made only in accordance with applicable law; *and provided further, however,* that no such assignment shall be effective unless the County shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the "Lender" for all purposes of this Agreement.

Section 8.03 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

If to the County:	Barry County 220 W. State St., Hastings, MI 49058 Attn:
With a copy to:	Barry County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201New
If to the Property Owner:	PROPERTY OWNER ADDRESS
With a copy to:	PACE LENDER ADDRESS
With a copy to:	Barry County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201
If to the Lender:	PACE LENDER ADDRESS
With a copy to:	Barry County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201

Section 8.04 **Amendment and Waiver** No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.05 **Entire Agreement.** This Agreement constitutes the entire agreement between the County, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the County, on the one hand, and the Lender or the Property Owner, on the other hand.

Section 8.06 **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 8.07 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.08 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

Section 8.11 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however,* that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

Section 8.12 Severability. If any provision of this agreement or the application to any person or circumstance is, determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Barry County, [PROPERTY OWNER], and [LENDER] have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

PROPERTY OWNER

_____

By:

Its:

State of Michigan)
) ss
County of Barry)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ the Authorized Signatory of [PROPERTY OWNER] on behalf of [PROPERTY OWNER].

_____
Notary Public
_____County, Michigan
My commission expires _____

IN WITNESS WHEREOF, Barry County, [PROPERTY OWNER], and [LENDER] have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

LENDER

_____

By:

Its:

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ the Authorized Signatory of [LENDER], on behalf of [LENDER].

_____
Notary Public
_____County, _____
My commission expires _____

IN WITNESS WHEREOF, Barry County, [PROPERTY OWNER], and [LENDER] have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Barry County

_____

By:

Its:

State of Michigan)
) ss
County of Barry)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____ of Barry County on behalf of Barry County.

_____
Notary Public
_____County, Michigan
My commission expires _____

APPENDIX A
PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial, industrial, agricultural or multifamily residential, with 4 or more dwelling units, real property within the County's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years. Projects that consist of multiple energy projects or environmental hazard projects with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit or energy modeling must be conducted for the Project on property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than $250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). The performance guarantee must meet the standards set by LAGM, and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to new construction energy project. MCL 460.939(p).

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCR:

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

County:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment roll created for the PACE project referenced in this document in the applicable County in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

_____

_____
Dated

APPENDIX D

PAYMENT SCHEDULE
(TBD)

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

APPENDIX F

PACE Program Application

Property and Property Owner Information

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)
   Parcel #: _____
   Address: _____
   Owner: _____

2. **Property Type** (double-click to check all that apply)
   ☐ **Agricultural**
   ☐ **Commercial** (including multifamily with 4 or more units)
   - Type of commercial property - _____

   ☐ **Industrial**
   ☐ **Nonprofit**

3. **Property Record Owner(s) Contact Information**

   Property Owner/Company Name: _____
   Signatory Name: _____
   Address: _____
   E-mail Address: _____
   Telephone Number: _____

4. **Property Owner(s) Type**

☐	Individual	☐	LLP	☐	LLC
☐	Corporation	☐	501(c)3	☐	Other _____

5. **Property Valuation**
   State Equalized Value (SEV): $_____
   Date of SEV: _____
   Valuation (per Appraisal): $_____
   Date of Appraisal: _____

6. **Existing Liens Against Property** (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
$ _____	_____	_____
$ _____	_____	_____

   Total Dollar Amount of Liens Against Property: $_____

7. **Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	$ _____	_____
Additional Debt on Property	$ _____	_____

a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

Project Information

1. PACE Project Developer (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____
Other Contractors: _____

2. Overall Project Cost: _____

3. Savings to Investment Ratio* (as provided in Savings Guarantee)

3a. Year 1: _____
3b. Overall: _____
3**c. Waived** _____

4. Useful Life of Project Measures: _____ years

5. User ID for Energy Star Portfolio Manager (for property)**:** _____

PACE Loan Details

1. PACE Lender/Capital Provider (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____

2. Requested Assessment Amount

Project Cost:	$ _____
Energy Audit or Model	$ _____
Engineering/Architect Plans	$ _____
Building Permit Fees	$ _____
Other (Please explain)	$ _____
Total Assessment Amount:	**$ _____ (Total of all lines above)**

3. Requested Assessment Repayment Period: _____ years

4. Interest Rate Offered by Lender: _____%

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement ("**Assignment**"), dated effective as of date, (the "**Effective Date**"), is made by [LENDER] ("**Assignor**") to _____ ("**Assignee**"). Assignor and Assignee are referred to at times, each individually as a "**Party**," and collectively as the "**Parties**."

Agreement

1. For good and valuable consideration and the payment of [PAYMENT AMOUNT], the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor's rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, Property Owner, and _____ (the "**Transferred Interest**"), together with all of Assignor's rights to receive payments from Property Owner attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor's rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the "Lender" for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

_____
(Name)
_____
(Address)
_____
(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

_____
[LENDER]
By: _____
Its: _____

ASSIGNEE:

_____
Name: _____
By: _____
Its: _____

APPENDIX H

FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in
Barry County, Michigan, PACE Program

This acknowledgement is granted date, 20__, by Name of Mortgage Holder (the "Lender"), and for the benefit of PROPERTY OWNER (the "Property Owner"), and Barry Countyin the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, the County established the County Property Assessed Clean Energy ("PACE") Program on date, 20__, by resolution, to promote installation of energy projects and/or environmental hazard projects.

B. The Property Owner has applied to the Program to finance the amount of $ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner's real property, described in **Appendix D** attached hereto (the "Property"), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated _____ ___, 20__, to the Lender, covering the Property, to secure a promissory note in the sum of $ AMOUNT OF LOAN, and recorded on _____ ____, 20__ at ___, Page ____, Barry County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Barry County, and which assessment, together with interest and any penalties, shall constitute a lien (the "Lien") on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner's participation in the County PACE Program and agrees that Property Owner's execution of the PACE Special Assessment Agreement will not constitute a default under Lender's Deed of Trust.

Execution of this Consent and Acknowledgement by Lender's representative shall constitute full and complete consent to the Property Owner's participation in the County PACE Program.

Name of Lender: _____ Date: _____

By: _____

Title: _____

STATE OF MICHIGAN

COUNTY

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, on behalf of _____.

_____
_____, Notary Public
County, State of _____
Acting in _____ County
My Commission Expires:

APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings ("Waiver") is acknowledged on this ___ day of ____, 20__ by [Property OWNER]

Recitals

A. Pursuant to Public Act No. 270 of 2010, as amended, Barry Countyestablished the Barry CountyPACE Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.

B. The Property Owner has elected to participate in this program and plans to enter into a Special Assessment Agreement with Barry Countyand [LENDER] for the purpose of financing the installation of [IMPROVEMENTS] on its property.

C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.

D. The Property Owner has elected to waive this requirement.

IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

[PROPERTY OWNER]

_____
By:
Its:

State of Michigan)
) ss
County Name County)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of _____ on behalf of _____.

_____
Notary Public
_____County, Michigan
My commission expires _____

Resolution

RESOLUTION 25-07

RESOLUTION OF INTENT TO ESTABLISH A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND CALLING PUBLIC HEARING

WHEREAS, the Barry County Board of Commissioners intends to authorize the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended ("PACE Statute"), for the purpose of promoting the use of renewable energy systems, energy efficiency improvements, water efficiency improvements and environmental hazard projects by owners of certain real property; and

WHEREAS, the Barry County Board of Commissioners intends to find that financing PACE projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, remediates or protects against environmental hazards, improves property values and increases employment in Barry County; and

WHEREAS, the types of projects, either energy efficiency improvements, water efficiency improvements, renewable energy systems, or environmental hazard projects that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the County Board; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems, mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather, and

WHEREAS, the Barry County Board of Commissioners intends to join Lean & Green Michigan™, and intends to utilize Lean & Green Michigan, LLC as PACE administrator (the "PACE Administrator") to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of the PACE Statute (the "PACE Report") shall be available on the County's website at www.barrycounty.org, and shall be available for viewing at the office of the Barry County Clerk located at 220 W. State St., Hastings, MI 49058.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Barry County Board of Commissioners, being fully apprised of the PACE Program, finds that financing PACE projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, remediates or protects against environmental hazards, improves property values and increases employment in the County.

2. The Barry County Board of Commissioners, by adoption of this Resolution, formally states its intention to establish a PACE district, whose boundaries will be coterminous with Barry County's jurisdictional boundaries, and a PACE Program as described in and for the reasons set forth in this Resolution.

3. The Barry County Board of Commissioners formally states its intention to provide a property owner based method of financing and funds for projects from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed, or used in connection with any project as required by and subject to the PACE Statute.

4. The Barry County Board of Commissioners, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as PACE Administrator.

5. The Barry County Board of Commissioners hereby sets a public hearing for March 11, 2025 at 9:00 a.m., at the Barry County Courthouse, 220 W. State St., Hastings, MI 49058 to receive comments on the proposed PACE Program, including the PACE Program Report.

6. The County Clerk is authorized and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution in a newspaper of general circulation in Barry County as a display advertisement prominent in size or follow the local method of announcing public hearings. The County Clerk shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on Barry County's website in accordance with the requirements of the PACE Statute.

7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS: Members _____

NAYS: Members _____

ABSENT: Members _____

RESOLUTION DECLARED ADOPTED.

_____
Sarah M. VanDenburg, Clerk
Barry County

The foregoing is a true and complete copy of a resolution adopted by the Barry County Board of Commissioners at a regular meeting held on February 25, 2025 at 9:00 a.m., notice of which was given pursuant to the Michigan Open Meetings Act, Public Act 267 of 1976.

_____
Sarah M. VanDenburg, Clerk
Barry County

NOTICE OF PUBLIC HEARING

BARRY COUNTY, STATE OF MICHIGAN

ON THE ESTABLISHMENT OF A PACE PROGRAM AND A PACE DISTRICT

TO ALL INTERESTED PERSONS IN BARRY COUNTY:

PLEASE TAKE NOTICE that the Board of Commissioners of Barry County, State of Michigan, (the "County") will hold a public hearing on March 11, 2025 at 9:00 AM at 220 W State St., Hastings, MI 49058, to receive comments on the proposed Property Assessed Clean Energy ("PACE") program and the proposed PACE report.

TAKE FURTHER NOTICE that the Board of Commissioners intends to establish a PACE program and to establish a PACE district, having the same boundaries as the County's jurisdictional boundaries, pursuant to Act No. 270, Public Acts of Michigan, 2010 ("Act 270"), for the purposes of encouraging economic development, improving property valuation, increasing employment, reducing energy costs, reducing greenhouse gas emissions, and promoting the use of renewable energy systems and energy efficiency improvements.

TAKE FURTHER NOTICE that the PACE report, required by Section 9(1) of Act 270, is available on the County's website \at www,barrycounty.org and is available for viewing at the office of the County Clerk located at 220 W State St., Hastings, MI 49058.

THIS NOTICE is given by order of the Board of Commissioners of Barry County.

Resolution

RESOLUTION #2025-0

RESOLUTION TO ESTABLISH PROPERTY ASSESSED CLEAN ENERGY PROGRAM

WHEREAS,

1. At its meeting of February 28, 2025, the County Board of Commissioners adopted a resolution of intent to establish and to hold a public hearing concerning the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district(s) pursuant to 2010 PA 270 as amended ("PACE Statute") to promote "projects" as defined by the PACE Statute to include "renewable energy systems, energy efficiency improvements, water usage improvements and environmental hazard projects by owners of certain real property."

2. The County Board held a public hearing on the proposed PACE Program on March 11, 2025 during which the County Board heard comments on the proposed PACE program from anyone wishing to address the Board concerning it.

3. Financing projects as defined by the PACE Statute is a valid public purpose.

4. The proposed PACE program as described in the Barry County PACE Program Report, attached as Exhibit A, would provide financing for projects with property owner-arranged loans from a commercial lender the repayment of which, if approved by the property owner with the consent of any mortgage holder, would be made and secured by assessments against the property benefited by the PACE projects, so that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any PACE project.

5. The types of projects that may be so financed, the administration of the PACE Program, the manner of establishing PACE Districts within the County in which the PACE Program may be used, and other details of the proposed PACE Program, as required by the PACE Statute, are set forth in detail in PACE Program Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The Barry County Board of Commissioners establishes the Barry County PACE Program and creates a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended, the terms and conditions of which are set forth in the PACE Program Report

attached as Exhibit A and incorporated by reference, which PACE Program Report is approved.

2. All aspects of the Barry County PACE Program may be amended by approving resolutions of the Board of Commissioners without a new public hearing.

3. The County may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the Barry County PACE Program, in whole or in part, and the County Administrator or their designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by the PACE Statute or other applicable law.

4. The County Board of Commissioners, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as a PACE Administrator.

5. All resolutions and parts of resolutions are, to the extent of any conflicts with this resolution, are rescinded.

YEA: _____

NAY: _____

ABSENT: _____

RESOLUTION NO. ____ ADOPTED.

_____

The foregoing resolution was adopted at a regular meeting of the Barry County Board of Commissioners on March 11, 2025.

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Sarah M. VanDenburg, Clerk
Barry County