

Please be advised that the Barry County Board of Commissioners has scheduled a Board of Commissioners meeting on January 24, 2023 at 9:00 a.m. for the purpose of:

AGENDA
for Barry County Board of Commissioners
January 24, 2023; 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. Approval of Written Agenda (including consent items & items for discussion)
6. Reports from State and County Officers
7. Limited Public Comment (3 minutes per person)
8. Various Correspondence
9. Consent Items (voted upon at one time by roll call vote):
 - a. Approval of January 10, 2023 Board of Commissioners meeting minutes.
 - b. Approval of January 17, 2023 Committee of the Whole meeting minutes.
 - c. Approval of the attached 2023 contracts for Indigent Defense Counsel Services with: Carol Dwyer; Kristen Hoel; James Kinney; Gordon Shane McNeill; Kathryn Russell; Lyonel Woolley, and Kimberly Young.
 - d. Approval to transfer \$25,000 from the Animal Shelter Donation Fund to the TNR Fund to pay for spay/neuter of feral and barn cats in Barry County.
 - e. Approval to appoint Jim James to serve on the Barry County Board of Road Commissioners for a six (6) year term that begins on 1/1/23 and expires on 12/31/2028.
 - f. Approval to re-appoint Kristen Cove to serve on the Central Dispatch Board in a citizen at large position for a four-year term that begins on 1-1-23 and expires on 12-31-26.
(roll call vote)
10. Presentations: None
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 \$111,562.01 **(roll call vote)**
 - b. Adoption of Resolution #23-04, Resolution of Intent to Apply for State and Federal Operating and Capital Assistance for the 2024 Fiscal Year and Appoint William Voigt as the Transportation Coordinator, authorized to provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51, and sign and execute all agreements and documents. **(roll call vote)**
 - c. Adoption of Resolution #23-05, Resolution to Honor Kathleen M. Shay Upon Her Retirement from 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 Michael Brown, 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: Michael Brown, 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
January 10, 2023; 9:00 a.m.; Commission Chambers
Minutes

1. Chair David Jackson called the regular session of the Barry County Board of Commissioners to Order at 9:00 a.m.
2. Chair Jackson gave a tribute to Jodi Tyner, who passed away, and asked for a moment of silence in his honor.
3. Those present stood and said the Pledge of Allegiance to the Flag of the United States of America.
4. Roll Call was taken. The following members were present: Bruce Campbell, Mark Doster, Catherine Getty, David Hatfield, David Jackson, Jon Smelker, and Bob Teunessen. Absent: Mike Callton. Also present: County Administrator Michael Brown, Deputy Administrator Luella Dennison, and Clerk Pam Palmer.
5. Approval of Written Agenda (including consent items & items for discussion). Commissioner Doster asked that a number of issues be added to unfinished business, seconded by Smelker. The written agenda was approved as amended without objection.
6. REPORTS FROM STATE AND COUNTY OFFICERS: Jim Dull announced that his assistant, Tammy Hayes, will be leaving the County after 18-1/2 years and asked that she be recognized for her service.
7. LIMITED PUBLIC COMMENT: (3 minutes per person)
 - Cyndi Twitchell introduced 3 students she brought to the meeting with her: Matthew Cornish, David Cornish, and Danae Corish. Cyndi also explained the definition of convocation and invocation to the board, as well as her thoughts as to a commissioner pay raise and change of board time.
 - Sandy Walters from Pine Lake supports the installation of a drain as a solution to the lake levels.
 - Mike Bremer spoke against the elimination of the invocation prior to the commissioners meeting.
 - Phillip Joseph, Chair of the Barry County Republican Party asked for more party involvement from the elected officials.
8. VARIOUS CORRESPONDENCE: David Jackson stated he received a call from Joel Ibbotson who stated he was in favor to keeping the invocation at the beginning of the meetings. Dave Jackson also stated he received 3 letters from Pine Lake residents regarding the lake level.
9. CONSENT ITEMS: (voted upon at one time by roll call vote):
 - a. Approval of December 20, 2022 Board of Commissioners meeting minutes.
 - b. Approval of January 3, 2023 Board of Commissioners Organizational meeting minutes.
(roll call vote)

Moved by Hatfield, seconded by Getty for approval of the Consent Items listed above. Roll call vote. Bruce Campbell, Mark Doster, Catherine Getty, David Hatfield, David Jackson, Jon Smelker, and Bob Teunessen. Nays: None. Absent: Mike Callton. Motion carried.

10. PRESENTATIONS: None

11. PUBLIC HEARINGS – None

12. ITEMS FOR CONSIDERATION: (roll call vote indicated)

Approval of transfers and disbursements:

a. Approval of pre-paid invoices in the amount of \$3,649,476.95 **(roll call vote)**

Moved by Smelker, seconded by Campbell for approval of pre-paid invoices in the amount of \$3,649,476.95 Roll call vote. Bruce Campbell, Mark Doster, Catherine Getty, David Hatfield, David Jackson, Jon Smelker, and Bob Teunessen. Nays: None. Absent: Mike Callton. Motion carried.

b. Approval of claims in the amount of \$99,427.46, *Approved by the County Administrator on 12/27/22.* **(roll call vote)**

Moved by Smelker, seconded by Teunessen for approval of claims in the amount of \$99,427.46. Roll call vote. Bruce Campbell, Mark Doster, Catherine Getty, David Hatfield, David Jackson, Jon Smelker, and Bob Teunessen. Nays: None. Absent: Mike Callton. Motion carried.

c. Approval of commissioner reimbursements (mileage) in the amount of \$167.44 **(roll call vote)**

Moved by Smelker, seconded by Hatfield for approval of commissioner reimbursements (mileage) in the amount of \$167.44. Roll call vote. Bruce Campbell, Mark Doster, Catherine Getty, David Hatfield, David Jackson, Jon Smelker, and Bob Teunessen. Nays: None. Absent: Mike Callton. Motion carried.

13. UNFINISHED BUSINESS: ARPA updated projects were discussed ie, Freeport Water, Delton Water System, Trails contract approval, as well as how the balance of ARPA funds are to be distributed, which no formal action has been taken at this time. Wages that used ARPA funds was disbursed as follows: 50% in December, with subsequent payments in April and July. Employee wages increases and the inflation rate was discussed, and Michael Brown is currently working with Equalization as to the assessments due in March. The Board also addressed updates from department heads, and the issue of payment of a FOIA request from Jim Brown.

14. NEW BUSINESS:

a. Approval to schedule a special COW meeting on January 31, 2023 to conduct interviews for citizen appointments to boards/commissions.

Moved by Smelker, seconded by Hatfield for approval to schedule a special COW meeting on January 31, 2023 to conduct interviews for citizen appointments to boards/commissioners. Discussion. All ayes. Nays: None. Absent: Mike Callton. Motion carried.

15. COUNTY ADMINISTRATOR'S REPORT: None.

16. CHAIRPERSON'S REPORT: Commissioner Jackson reported attending or will be attending meetings at Hope Township, Rutland Township, Economic Development and Brownfield Redevelopment Authority meetings.
17. VICE CHAIRPERSON'S REPORT: Commissioner Hatfield spoke with Mayor Tossava about going forward as commissioner for the City of Hastings.
18. COMMISSIONER REPORTS: (FOR ITEMS NOT ON THE AGENDA) – Each commissioner reported on their various committees, boards, events and meetings.
19. LIMITED PUBLIC COMMENT: (3 MINUTES PER PERSON)
 - Cyndi Twitchell continued with her comments from the first public comment section and reminded Commissioner Doster that he is working for the people in District 6 and to publicly apologize.
 - Jim Enrietti disagreed with eliminating public comments and stated that the pay of the office and office hours were known when they filed to run for the position. He also mentioned he disagreed with separation of church and government and ended his comment with "In God we Trust".
20. OTHER BUSINESS: None.
21. COMMISSIONER COMMENTS:
 - Commissioner Teunessen asked if the Building & Grounds Department could look into rearranging the desks so he could see Commissioner Doster.
 - Commissioner Doster stated he appreciated the public comments and will take them into consideration.
 - Commissioner Getty thanked Tammy Hayes for her service with Barry County.
22. ADJOURNMENT: at 9:56 a.m.

David Jackson, Chair
Barry County Board of Commissioners

Pamela A. Palmer, County Clerk

Approved: _____
Date & Initials

Barry County Board of Commissioners - Committee of the Whole
January 17, 2023; 9:00 a.m.; Commission Chambers
MINUTES

Members Present: Commissioners Mike Callton, Bruce Campbell, Mark Doster, Catherine Getty, David Hatfield, Dave Jackson, Jon Smelker, and Bob Teunessen. Clerk Pam Palmer was also present.

Others present: Michael Brown, Jayson Bussa, Posse Steve Pitsch, David Shinavier, Jack Miner, Mark Bonsignore, Rick Moore, Sharon Zebrowski, Jim Dull, Joe Colini, Adam Heikkela, Lisa Heikkela, Joel Ibbotson, Frank Fiala, Larry Bass, Phil Corson, Rob Dykstra, Jim James, Juli Sala, Chris Stafford, Candace Johnson, Cyndi Twichell, Bethany Mathews, Pat Jamison, Stephanie Lehman, Kristen Cove, Ken Kirsch, Morgan McNutt, Charles Hertzler, Elden Shellenbarger, Dick & Jaci Dalke, Shelly Lake, Jason Sixberry, Kerri Selleck, Mark Noteboom, Bob Handley, and Dar Leaf.

Chair Jackson called the meeting to order at 9:00 a.m.

Those present stood and said the Pledge of Allegiance.

PUBLIC COMMENT:

- Jaci Dalke stated that Mr. Handley is not representing everyone on Pine Lake. She handed out photos of her yard, road, and ice. The road is not accessible for emergency equipment.
- Ken Kirsch stated he was in support for Jim James for the road commissioner position.
- Larry Bass noticed there was not an invocation at the beginning of today's meeting, and he would like to see an invocation at the beginning of every meeting.
- Joel Ibbotson stated that he appreciates the Barry County by-laws which allows the public to speak to agenda items and the second public comment section to allow a recap of remarks.
- Cyndi Twichell stated she was disappointed that today's meeting did not include an invocation.
- Elden Shellenbarger spoke to the restriction of religious freedoms, and fears that next the Pledge of Allegiance will be excluded from the meeting agenda.
- Pat Jamison commented in favor of the shooting range in Barry County, but is not in agreement with Blue Zones. He also stated that the Central Dispatch incumbent should not be reappointed.
- Adam Heikkila spoke about the Gamaliel Foundation which provides training and consultation and is a faith based group.

Interviews for Road Commissioner (1 position):

Mark Bonsignore interviewed from 9:21 a.m. to 9:27 a.m.

Philip (Phil) Corson interviewed from 9:28 a.m. to 9:40 a.m.

Robert (Rob) Dykstra interviewed from 9:40 a.m. to 9:55 a.m.

Jim James interviewed from 9:55 a.m. to 10:05 a.m.
Juli Sala interviewed from 10:06 a.m. to 10:27 a.m.
Chris Stafford interviewed from 10:27 a.m. to 10:46 a.m.

Recess at 10:46 a.m. Resume meeting at 10:57 a.m. with all commissioners present.

Interviews for Central Dispatch Authority (1 Citizen At Large position):

Kristen Cove interviewed from 10:57 a.m. to 11:03 a.m.
Kenneth (Ken) Windes was not available for his interview due to illness.

BILL VOIGT – FY2024 Resolution of Intent

Moved by Smelker, seconded by Hatfield to recommend to the Board of Commissioners adoption of Resolution #23-04, Resolution of Intent to Apply for State and Federal Operating and Capital assistance for the 2024 Fiscal Year and appoint William Voigt as the Transportation Coordinator, authorized to provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51, and sign and execute all agreements and documents. Discussion. All ayes. Nays: None. Motion carried.

KERRI SELLECK – 2023 Contracts for Indigent Defense Services

Moved by Doster, seconded by Getty to recommend to the Board of Commissioners approval of the attached 2023 contracts for Indigent Defense Counsel Services with: Carol Dwyer; Kristen Hoel; James Kinney; Gordon Shane McNeill; Kathryn Russell; Lyonel Woolley, and Kimberly Young. Discussion. All ayes. Nays: None. Motion carried.

KEN KIRSCH JR. – Request to Use Funds from the Animal Shelter Donation Fund for TNR

Moved by Hatfield, seconded by Smelker to recommend to the Board of Commissioners approval to transfer \$25,000 from the Animal Shelter Donation Fund to the TNR Fund to pay for spay/neuter of feral and barn cats in Barry County. Discussion. All ayes. Nays: None. Motion carried.

JASON SIXBERRY – Requests for Pay Increases for Court Screeners and Cadets

Discussion. The item was tabled to a later date.

COMMISSIONER DOSTER - Attorney Review of Resolution #19-13, Pine Lake Lake Level Resolution

Discussion with Jim Dull and Attorney Joe Colaianne from Clark Hill Law Firm. This item was tabled to a later date.

A roll call was conducted to determine the candidate for road commissioner that will be recommended to the Board of Commissioners for appointment. Callton: Sala; Campbell: James; Doster: Sala; Getty: James; Hatfield: James; Jackson: James; Smelker: Bonsignor; Teunessen: James.

Moved by Hatfield, seconded by Smelker to recommend to the Board of Commissioners approval to appoint Jim James to serve on the Barry County Board of Road Commissioners for a six (6) year term that begins on 1/1/23 and expires on 12/31/2028. All ayes. Nays: None. Motion carried.

Moved by Smelker, seconded by Getty to recommend to the Board of Commissioners approval to reappoint Kristen Cove to serve on the Central Dispatch Board in a citizen at large position for a four-year term that begins on 1-1-23 and expires on 12-31-2026. All ayes. Nays: None. Motion carried.

PUBLIC COMMENT:

- Larry Bass admitted that a Committee of the Whole meeting does not typically have an invocation at the beginning of the meeting, but he would like to see that changed.
- Bob Handley stated that installation of a pump at Pine Lake is not a solution to the water problem and that the lake residents are not divided half and half as to pros and cons for installation of a drain.
- Cyndi Twichell asked Commissioner Doster if he has had time to think and publicly apologize so the public and commissioners can move forward and work together.
- Joel Ibbotson mentioned that if a resolution was not placed on the agenda, it cannot be struck down.
- Adam Heikkila stated that the commissioners should follow their own rules of not interrupting.

COMMISSIONER COMMENTS: None.

ADJOURNMENT: at 12:49 a.m.

David Jackson, Chair
Barry County Board of Commissioners

Pamela A. Palmer, County Clerk

Approved: _____
Date & Initials

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Board of Commissioners; 1-24-2023

DEPARTMENT: Public Defender's Office

PREPARED BY: Kerri L. Selleck

SUBJECT: Indigent Defense Counsel Contracts for 2023

SPECIFIC ACTION(S) REQUESTED: To Recommend to the Board of Commissioners approval of the attached 2023 contracts for Indigent Defense Counsel Services with: Carol Dwyer; Kristen Hoel; James Kinney; Gordon Shane McNeill; Kathryn Russell; Lyonel Woolley, and Kimberly Young.

<u>SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):</u> Approval of the attached 2023 contracts for Indigent Defense Counsel Services with: Carol Dwyer; Kristen Hoel; James Kinney; Gordon Shane McNeill; Kathryn Russell; Lyonel Woolley, and Kimberly Young.

DESCRIPTION OF ACTION: After review of each application and individual requesting to participate in the 2023 contract, including having the opportunity to observe them in a court setting and speak to others involved in the court system, as well as input from some clients/former clients, these 7 individuals are in my opinion the most qualified, experienced, and the most capable of complying with the MIDC standards and statutory requirements in terms of indigent defense representation.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES X NO

*funding is required but is already budgeted and approved

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local: State Grant with a Local Share
2. IF LOCAL, SPECIFY FUND: Public Defender Budget
3. AMOUNT REQUESTED: \$377,400.00
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) Annual continuation with State grant support and Local Share
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED: No additional personnel required

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: Please see Attached Summary and Contracts

CONTACT PERSON WITH PHONE NUMBER: Kerri L. Selleck; (269)945-1400 ext. 1020

Attorney	P#	Year on contract	Annually	Monthly
Carol Jones Dwyer	P32669	23	\$40,800.00	\$3,400.00

Attorney	P#	Year on contract	Annually	Monthly
Kathryn Russell	P59395	23	\$40,800.00	\$3,400.00

Attorney	P#	Year on contract	Annually	Monthly
Jim Kinney	P57750	22	\$40,800.00	\$3,400.00

Attorney	P#	Year on contract	Annually	Monthly
Kristen Hoel	P57959	16	\$40,800.00	\$3,400.00

Attorney	P#	Year on contract	Annually	Monthly
Kimberly Young	P71302	10	\$38,760.00	\$3,230.00

Attorney	P#	Year on contract	Annually	Monthly
Shane McNeill	P45852	5	\$36,720.00	\$3,060.00

Attorney	P#	Year on contract	Annually	Monthly
Lyonel Woolley	P76022	1	\$32,640.00	\$2,720.00

Barry County
206 West Court Street, Ste. 001
Hastings, MI 49058
Ph. (269) 818-0379



Kerri Selleck
Chief Public Defender

Barry County

2023 INDIGENT DEFENSE COUNSEL CONTRACT

January 1, 2023

This Agreement is made, and entered into, by and between Barry County and the attorneys qualified to provide indigent defense counsel representation.

Requirements:

1. Payment

Payment pursuant to this contract will be made monthly, with the exception of payments for initial meeting with client and reimbursement for time spent in trial, with participating attorneys each receiving payment based upon years of service on the contract. For compliance reasons, Initial Interview Request for Payment vouchers must be submitted for each case for which the attorney has been appointed. Initial Interview vouchers shall be received by the Barry County Chief Public Defender within fourteen (14) days of the interview in order to receive payment at a rate of \$85/hour.

Payment for time spent in trial shall be reimbursed as follows:

Misdemeanor Trials @ \$100.00/hour
Non-Life Offense Trials @ \$110.00/hour
Life Offense Trials @ \$120.00/hour

Vouchers for payment for time spent in trial shall be billed by the participating attorney within fourteen (14) days of the verdict in the trial in order to receive payment.

2. Case Types

The types of case appointments to be covered by this agreement include Felonies; Misdemeanors; Probation Violation hearings in both Circuit and District Court; and Personal Protection Order Violations.

3. Withdrawal/Removal from Contract

Withdrawal from the contract is permitted only by leave of the Chief Public Defender for good cause. If any participating attorney seeks to withdraw without consent, they would be liable to Barry County for any damages.

Removal from the contract by the Chief Public Defender is permitted for good cause. Removal from the contract prior to its expiration for good cause shall result in all appointed criminal files being immediately reappointed to other participating attorneys by the Chief Public Defender. The removed attorney shall immediately provide all case files to the Chief Public Defender for reassignment upon notification of removal from the contract.

Upon the death of a participating attorney, the estate of the decedent shall not be entitled to any payments due after the date of death. Upon notification of the death of a participating attorney under this contract, the Barry County Chief Public Defender shall immediately reassign all open cases to the remaining attorneys on this contract.

4. Disputes

All disputes arising out of this contract shall be resolved by arbitration. If an arbitrator cannot be agreed upon, either party may request appointment. Expenses of arbitration will be evenly divided amongst the parties.

5. Selection of Participating Attorneys

Attorneys interested in providing indigent defense counsel services pursuant to this contract shall submit an application, along with proof of malpractice insurance coverage (minimum coverage of \$100,000 Per Claim and \$300,000 Aggregate) to:

Kerri L. Selleck
Barry County Chief Public Defender
206 W. Court Street, Ste. 001
Hastings, MI 49058

Applicants shall be an attorney in Good Standing with the State Bar of Michigan.

Applicants must be members of the Barry County Bar Association during the contract year.

Each applicant interested in providing indigent defense services under this contract must submit an application, along with proof of malpractice insurance coverage as noted above, even if in same firm as another applicant.

The number of participating attorneys shall be limited to no more than 10 attorneys at the discretion of the Barry County Chief Public Defender. New attorneys may be added to

the pool of participants only through attrition and/or at the discretion of the Barry County Chief Public Defender.

Accepted participants will not be removed from the pool under this contract except for good cause or if the participating attorney fails to meet the minimum standards as adopted by the State of Michigan and overseen by the Michigan Indigent Defense Commission and the requirements of this contract.

The Barry County Chief Public Defender shall oversee and supervise the participating attorneys and shall address any issues regarding a participating attorney's performance under this contract immediately upon notification of an issue.

The Barry County Chief Public Defender will notify those attorneys selected to participate in the 2023 Indigent Defense Counsel Contract by December 29, 2022, pending approval by the Barry County Board of Commissioners.

Attorneys not approved for participation are not permitted to substitute for Attorneys on cases appointed under this contract.

Participating attorneys shall limit requests for coverage on assigned cases under this contract and shall provide consistent vertical representation on all matters. If there is a consistent failure to provide vertical representation on assigned cases by a participating attorney, the Barry County Chief Public Defender will immediately meet with the non-compliant attorney, discuss the issues surrounding the failure to comply, and draft a compliance agreement in writing that shall be signed by both parties. Failure of a participating attorney to follow the written compliance agreement shall be grounds for immediate removal from the contract for indigent defense services.

Upon receiving an appointment from the Barry County Chief Public Defender, a participating attorney shall file a Demand for Discovery in all felony matters. Participating attorneys that fail to do so will receive a maximum of two (2) warnings regarding compliance from the Barry County Chief Public Defender. Repeated failure to file a Demand for Discovery in all felony matters shall be grounds for immediate removal from the contract for indigent defense services.

6. MIDC Compliance

A. Education and Training of Indigent Defense Counsel

Attorneys participating under this contract shall complete a minimum of 12 CLE hours per contract year. Attorneys shall provide the Barry County Chief Public Defender with a Certificate of Completion within 15 days of attendance at training/conference, unless the attorney provides the Certificate of Completion directly to MIDC staff in attendance at a training/conference. The Barry County Chief Public Defender shall submit the Certificate of Completion to MIDC within 30 days of attendance at training/conference by a participating attorney.

Any participating attorney with fewer than 2 years of criminal defense experience shall be required to complete one basic skills acquisition class in addition to the required minimum 12 CLE hours.

Reimbursement for attendance at a training/conference shall be as follows:

Barry County has signed an agreement with CDAM for direct billing of conference registration fees and the participating attorney must receive the proper code from the Barry County Chief Public Defender prior to registration for a CDAM conference. Reimbursement for attendance at other training/conference opportunities must be approved by the Barry County Chief Public Defender prior to registration by participating attorney.

Hotel Reimbursement not to exceed \$93.75 (or applicable State of Michigan rate) for a maximum of 2 nights.

Meals not to exceed \$36.00/day (or applicable State of Michigan rate)

Mileage at the applicable State of Michigan rate

Participating attorneys shall submit original receipts to the Barry County Chief Public Defender within 14 days of completion of a training/conference for reimbursement of hotel/meal/mileage.

All participating attorneys shall receive memberships to SADO and NAPD at no cost to the participating attorney.

If a participating attorney under this contract fails to complete the required 12 hours of continuing legal education during the year covered by this contract, all current cases assigned to the non-compliant attorney shall immediately be reassigned by the Barry County Chief Public Defender. No further assignments shall be given to the non-compliant attorney until the required training has occurred and a written plan is provided to the Barry County Chief Public Defender to ensure future compliance with the training requirement.

B. Initial Interview with Clients

Attorneys providing indigent defense counsel services under this contract shall meet with their clients following appointment by the Barry County Chief Public Defender as follows:

1. Clients in custody

Attorneys providing indigent defense counsel services under this contract shall meet with their clients within 3 business days of appointment by the Barry County Chief Public Defender if the client is being held in local custody. For clients that may be incarcerated in a different county or in MDOC custody, there will be a Polycom system available in the Chief

Public Defender's office and arrangements can be made with the other jurisdiction (if that jurisdiction is willing) as soon as possible to allow participating attorneys to make contact with their clients in a timely manner. Participating attorneys shall submit a voucher to the Barry County Chief Public Defender for this initial interview that includes the date of appointment, date of initial interview with client, a client's custody status, and total length of interview within 14 days of the interview in order to receive payment.

2. Clients not in custody

Attorneys providing indigent defense counsel services under this contract shall immediately contact their clients who are not in custody after appointment by the Barry County Chief Public Defender to arrange an initial interview. Participating attorneys shall submit a voucher to the Barry County Chief Public Defender for this initial interview that includes the date of appointment, date of initial interview with client, a client's custody status, and total length of interview within 14 days of the interview in order to receive payment.

C. Investigation and Experts

Attorneys providing indigent defense counsel services under this contract shall request funds for investigation and/or Experts directly from the Barry County Chief Public Defender pursuant to the attached written policy. The following funds shall be available within the current fiscal year's contract:

1. Investigator Fees \$ 5,000.00
Investigators expenses shall be paid at an hourly rate not to exceed \$75/hour. This rate includes time spent traveling and time spent in court.

2. Expert Witness Fees \$20,000.00
Expenses for Expert Witnesses will follow a tiered level of compensation based on education level and type of expert, not to exceed the following amounts as established by MIDC:

High School or Equivalent	\$30.00/hour
Associate's Degree	\$50.00/hour
Bachelor's Degree	\$70.00/hour
Master's Degree	\$85.00/hour
Crime Scene Related Experts	\$100.00/hour
CPA/Financial Expert	\$100.00/hour
Pharmacy/PharmD	\$125.00/hour
Information Technology Experts	\$150.00/hour
Ph.D./License Doctor	\$200.00/hour

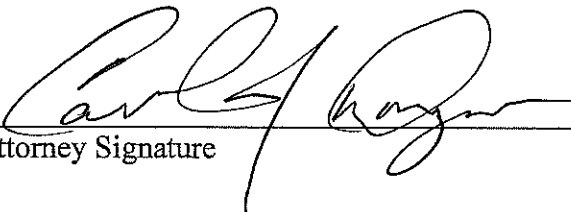
Participating attorneys under this contract shall abide by the fee schedule above, and follow the attached written policy, in the retention of Investigators/Experts. It is the participating attorney's responsibility to locate an appropriate Investigator/Expert based upon the needs of the particular case. The rate of hourly reimbursement for Expert Witnesses may be adjusted at the discretion of the Chief Public Defender where appropriate.

D. Counsel at First Appearance

Appearance at arraignment for any criminal offense is the responsibility of the Barry County Chief Public Defender and the Assistant Public Defender.

Please sign and return the original contract to the Barry County Chief Public Defender.

If chosen to participate under the indigent defense contract, I agree to abide by the 2023 Barry County Indigent Defense Counsel Contract terms:


Attorney Signature

Date: 11/25/22

Carol Jones Dwyer
Print Name

Hoel

Barry County
206 West Court Street, Ste. 001
Hastings, MI 49058
Ph. (269) 818-0379



Kerri Selleck
Chief Public Defender

Barry County

2023 INDIGENT DEFENSE COUNSEL CONTRACT

January 1, 2023

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2. Case Types

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Meals not to exceed \$36.00/day (or applicable State of Michigan rate)

Mileage at the applicable State of Michigan rate

Participating attorneys shall submit original receipts to the Barry County Chief Public Defender within 14 days of completion of a training/conference for reimbursement of hotel/meal/mileage.

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Public Defender's office and arrangements can be made with the other jurisdiction (if that jurisdiction is willing) as soon as possible to allow participating attorneys to make contact with their clients in a timely manner. Participating attorneys shall submit a voucher to the Barry County Chief Public Defender for this initial interview that includes the date of appointment, date of initial interview with client, a client's custody status, and total length of interview within 14 days of the interview in order to receive payment.

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1. Investigator Fees \$ 5,000.00
Investigators expenses shall be paid at an hourly rate not to exceed \$75/hour. This rate includes time spent traveling and time spent in court.

2. Expert Witness Fees \$20,000.00
Expenses for Expert Witnesses will follow a tiered level of compensation based on education level and type of expert, not to exceed the following amounts as established by MIDC:

High School or Equivalent	\$30.00/hour
Associate's Degree	\$50.00/hour
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Participating attorneys under this contract shall abide by the fee schedule above, and follow the attached written policy, in the retention of Investigators/Experts. It is the participating attorney's responsibility to locate an appropriate Investigator/Expert based upon the needs of the particular case. The rate of hourly reimbursement for Expert Witnesses may be adjusted at the discretion of the Chief Public Defender where appropriate.

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Appearance at arraignment for any criminal offense is the responsibility of the Barry County Chief Public Defender and the Assistant Public Defender.

Please sign and return the original contract to the Barry County Chief Public Defender.

If chosen to participate under the indigent defense contract, I agree to abide by the 2023 Barry County Indigent Defense Counsel Contract terms:



Attorney Signature

Date: 11/22/22



Print Name

Barry County
206 West Court Street Ste. 103
Hastings, MI 49058
Ph. (269) 818-0379



Kerri Selleck
Chief Public Defender

Barry County

November 14, 2022

Indigent Defense Contract Attorneys

RE: Expert/Investigator Funds Request

Dear Attorneys:

As you are aware, if you are the appointed attorney on a criminal matter through this office and you are in need of funds for an Expert or an Investigator, you no longer need to file a motion with the Court having jurisdiction over the case to receive funds. As indicated in the 2023 Indigent Defense Counsel Contract, the process is now as follows:

1. Identify an Expert/Investigator that you would like to use and notify this office by email of your intent to utilize the services of an Expert/Investigator.
2. The Expert/Investigator must agree to the fee structure as listed below.
3. Payments prior to performance of services will not be made. Payments will be reviewed and made only after submission to this office of an invoice from the Expert/Investigator and a determination that the request is in compliance with the fee schedule as established by MIDC or a determination by the Chief Public Defender that a different rate of reimbursement is appropriate.

Investigations and Experts

Expenses for Investigators will be considered at an hourly rate not to exceed \$75.00/hour. Expenses for Expert Witnesses will follow a tiered level of compensation based on education level and type of expert:

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Hourly compensation for Expert Witnesses may be adjusted at the discretion of the Chief Public Defender when appropriate. If you have any questions about this process please contact this office.

Attorney	P#	Year on contract	Annually	Monthly
Kristen Hoel	P57959	16	\$40,800.00	\$3,400.00

Barry County
206 West Court Street, Ste. 001
Hastings, MI 49058
Ph. (269) 818-0379



Kerri Selleck
Chief Public Defender

Barry County

2023 INDIGENT DEFENSE COUNSEL CONTRACT

January 1, 2023

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2. Case Types

The types of case appointments to be covered by this agreement include Felonies; Misdemeanors; Probation Violation hearings in both Circuit and District Court; and Personal Protection Order Violations.

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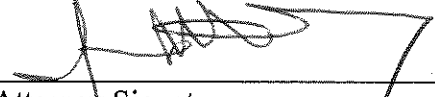
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Attorney Signature

JAMES M. KINNEY P57750

Print Name

Date: 12-6-22

McNeill
✓

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Attorney Signature

Date: 11/15/2022

G.S. McNeel
Print Name SEAN McNEEL PUC

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Expenses for Expert Witnesses will follow a tiered level of compensation based on education level and type of expert, not to exceed the following amounts as established by MIDC:

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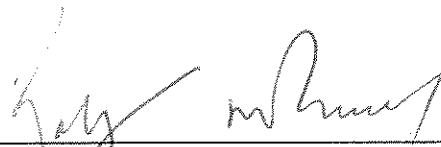
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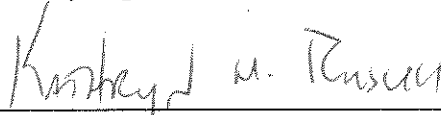
Please sign and return the original contract to the Barry County Chief Public Defender.

If chosen to participate under the indigent defense contract, I agree to abide by the 2023 Barry County Indigent Defense Counsel Contract terms:



Attorney Signature

Date: 11/2/22



Print Name

Barry County
206 West Court Street Ste. 103
Hastings, MI 49058
Ph. (269) 818-0379



Kerri Selleck
Chief Public Defender

Barry County

November 14, 2022

Indigent Defense Contract Attorneys

RE: Expert/Investigator Funds Request

Dear Attorneys:

As you are aware, if you are the appointed attorney on a criminal matter through this office and you are in need of funds for an Expert or an Investigator, you no longer need to file a motion with the Court having jurisdiction over the case to receive funds. As indicated in the 2023 Indigent Defense Counsel Contract, the process is now as follows:

1. Identify an Expert/Investigator that you would like to use and notify this office by email of your intent to utilize the services of an Expert/Investigator.
2. The Expert/Investigator must agree to the fee structure as listed below.
3. Payments prior to performance of services will not be made. Payments will be reviewed and made only after submission to this office of an invoice from the Expert/Investigator and a determination that the request is in compliance with the fee schedule as established by MIDC or a determination by the Chief Public Defender that a different rate of reimbursement is appropriate.

Investigations and Experts

Expenses for Investigators will be considered at an hourly rate not to exceed \$75.00/hour. Expenses for Expert Witnesses will follow a tiered level of compensation based on education level and type of expert:

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Information Technology Experts	\$150.00/hour
Ph.D./Licensed Doctor	\$200.00/hour

Hourly compensation for Expert Witnesses may be adjusted at the discretion of the Chief Public Defender when appropriate. If you have any questions about this process please contact this office.

Attorney	P#	Year on contract	Annually	Monthly
Kathryn Russell	P59395	23	\$40,800.00	\$3,400.00

Woolley

Barry County
206 West Court Street, Ste. 001
Hastings, MI 49058
Ph. (269) 818-0379



Kerri Selleck
Chief Public Defender

Barry County

2023 INDIGENT DEFENSE COUNSEL CONTRACT

January 1, 2023

This Agreement is made, and entered into, by and between Barry County and the attorneys qualified to provide indigent defense counsel representation.

Requirements:

1. Payment

Payment pursuant to this contract will be made monthly, with the exception of payments for initial meeting with client and reimbursement for time spent in trial, with participating attorneys each receiving payment based upon years of service on the contract. For compliance reasons, Initial Interview Request for Payment vouchers must be submitted for each case for which the attorney has been appointed. Initial Interview vouchers shall be received by the Barry County Chief Public Defender within fourteen (14) days of the interview in order to receive payment at a rate of \$85/hour.

Payment for time spent in trial shall be reimbursed as follows:

Misdemeanor Trials @ \$100.00/hour
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Life Offense Trials @ \$120.00/hour

Vouchers for payment for time spent in trial shall be billed by the participating attorney within fourteen (14) days of the verdict in the trial in order to receive payment.

2. Case Types

The types of case appointments to be covered by this agreement include Felonies; Misdemeanors; Probation Violation hearings in both Circuit and District Court; and Personal Protection Order Violations.

3. Withdrawal/Removal from Contract

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Attorney Signature

Date:

12/5/2022

Print Name

Lyonel Woolley

Young ✓

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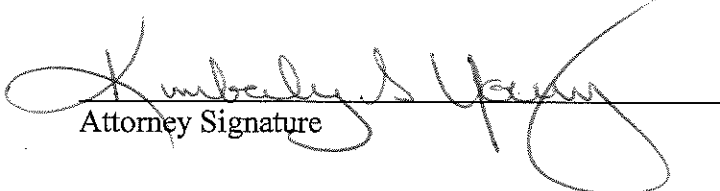
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If chosen to participate under the indigent defense contract, I agree to abide by the 2023 Barry County Indigent Defense Counsel Contract terms:


Attorney Signature

Date: 11/18/22

Kimberly S. Young
Print Name

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: January 24th, 2023, Board of Commissioners

DEPARTMENT: Animal Shelter

PREPARED BY: Kenneth Kirsch, Jr., Animal Shelter Director/Morgan McNutt, Shelter Technician

SUBJECT: Transfer \$25,000 from Animal Shelter General Donation Fund to TNR Fund

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval to transfer \$25,000 from the Animal Shelter Donation Fund to the TNR Fund to pay for spay/neuter of feral and barn cats in Barry County.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only:

Approval to transfer \$25,000 from the Animal Shelter Donation Fund to the TNR Fund to pay for spay/neuter of feral and barn cats in Barry County.

DESCRIPTION OF ACTION: The Barry County Animal is requesting to use \$25,000 from the Animal Shelter Donation Fund to pay for spay/neuter of feral and barn cats in Barry County.

TIME FRAME OF ACTION: As soon as possible

FUNDING REQUIRED: YES ☒ NO ☐

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: Animal Shelter General Donation Fund
3. AMOUNT REQUESTED: \$25,000
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)_
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____

PERSONNEL IF REQUIRED:

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: Current balance of the Animal Shelter General Donation Fund as of 1/9/2023: \$304,577.38

CONTACT PERSON WITH PHONE NUMBER: Ken Kirsch/Morgan McNutt, 269-945-4885.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: January 24, 2023, Board of Commissioners

DEPARTMENT: Board of Commissioners

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Appointment of a County Road Commissioner

SPECIFIC ACTION(S) REQUESTED: Following Interviews: To recommend to the Board of Commissioners approval to appoint an individual to serve on the Barry County Board of Road Commissioners for a six (6) year term that begins on 1/1/23 and expires on 12/31/2028.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval to appoint Jim James to serve on the Barry County Board of Road Commissioners for a six (6) year term that begins on 1/1/23 and expires on 12/31/2028.

DESCRIPTION OF ACTION: The Barry County Road Commission consists of three (3) members, each appointed to six (6) year terms. The terms are staggered so that one term ends every two years on the even numbered years. The position with a term expiring on 12/31/2022 was recently advertised and there were six applicants: Mark Bonsignore, Philip Corson, Robert Dykstra, Jim James, Juli Sala, and Chris Stafford. The incumbent, David Dykstra did not reapply.

TIME FRAME OF ACTION: Term begins 1/1/2023.

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: Renewal.

ANY OTHER PERTINENT INFORMATION: A copy of the current membership roster of the Barry County Board of Road Commissioners is attached along with the application from Mr. James.

CONTACT PERSON WITH PHONE NUMBER: Michael Brown, County Administrator, 269-945-1284 or Brad Lamberg, Managing Director, 269-945-3449.

ROAD COMMISSION

(Six Year Terms)

NAME	TERM BEGINS	TERM ENDS
David Dykstra	1-1-17	12-31-22
Frank Fiala	1-1-19	12-31-24
David Solmes	1-1-21	12-31-26

[illegible]

Contact Information

David Solmes 4378 Barber Rd., Hastings, MI 49058 838-8106/948-9340 david.solmes@gmail.com
David Dykstra P.O. Box 40, Middleville, MI 49333; 795-9321 (Day); bdykstra44@att.net
Frank Fiala - 11843 Lakeridge Dr., Wayland, MI 49348; 795-9367; fmfiala1@yahoo.com

Revised 1/26/21

Application for Appointment to Board or Commission

Print

Submitted by: Jim James

Submitted On: 2022-12-01 20:40:00

Submission IP: (174.240.118.57)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Luella Dennison

Due Date: Open

Barry County Board of Commissioners

Application for Appointment to:

* Please select the board to which you are applying

Road Commission

Please select any additional board to which you are applying

-- Select an Option --

Please select any additional board to which you are applying

-- Select an Option --

Please select any additional board to which you are applying

-- Select an Option --

* First Name

Jim

* Last Name

James

* What City/Township do you live in?

Rutland Charter

* Address

1730 Iroquois Tr

* City/State/Zip

Hastings Mi

* Daytime Phone Number

2699536163

Evening Phone Number

2699536163

*** Email Address**

jamesjc@Thornapplemanor.com

. . .

*** Occupation**

Director of Facility Services

*** Employer**

Thornapple Manor in Hastings Michigan

*** Can you attend meetings between 8:00 a.m. - 5:00 p.m.?**

Yes

*** Can you attend evening meetings?**

Yes

*** Please list membership on any other board/committee/authority**

Barry County YMCA Board of Directors , Leadership Barry County Board , Zoning Board of Appeals Rutland Township

*** Please indicate experience and/or qualifications that would help make you an effective member of each board/committee/authority for which you have applied:**

Creative, approachable, positive leader. Strong moral compass representing our county, surrounding counties and it's residents . Experience in local, state and federal funding.

*** Please list any unique or valuable perspectives and/or resources you could bring to the board/committee/authority:**

Life long Barry County invested resident. The ability to listen, observe, evaluate and be a supportive part of a solution. The ability to plan and follow through while remaining open minded and adaptable to change.

*** Have you been convicted of a felony?**

No

If yes, please state when, where, and the nature of the offense:

*** Please list any conflicts of interest you may have if chosen for this position:**

None known.

Please attach any supporting documentation you wish to have considered

Upload a File

No file chosen

. . .

*** I am aware that this application is a public document**

☒ **Yes**

If you are returning the application by fax or mail please return to:

**Barry County Administration
220 West State Street
Hastings, MI 49058**

Phone (269) 945-1284 Fax: (269) 948-4884

Current members must submit a new application at the end of their term if they wish to reapply. The deadline for applications from the incumbents is the same as the deadline for new applicants. Applications are considered active until published positions are filled.

The applicant acknowledges that he/she serves at the pleasure of the Board of Commissioners and can be removed by the Board without cause unless a particular term is established by federal or state statute.

I specifically authorize the Barry County Sheriff Department or other law enforcement agencies to release any records of prior criminal convictions it may have or may obtain from other sources to the County of Barry. I verify that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

*** Signature (If submitting electronically, please type your name)**

Jim James

*** Date**

12/01/2022

Format: MM/DD/YYYY

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: January 24, 2023, Board of Commissioners

DEPARTMENT: Commissioners

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Central Dispatch Board Appointment

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners, following interviews, approval to appoint/reappoint _____ to serve on the Central Dispatch Board in a citizen at large position for a four-year term that begins on 1-1-23 and expires on 12-31-26.

<u>SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only)</u> Approval to re-appoint Kristen Cove to serve on the Central Dispatch Board in a citizen at large position for a four-year term that begins on 1-1-23 and expires on 12-31-26.
--

DESCRIPTION OF ACTION: The By-laws for the Central Dispatch Administrative Board state that two of the eleven member board positions are general public at large appointed by the Barry County Board of Commissioners. General public at large positions cannot be affiliated with any organization already involved with Barry County Central Dispatch and they must be residents of Barry County. The Central Dispatch Board has a Citizen at Large position with a term expiring 12/31/22. The position was advertised. Three applications were received: Kristen Cove, incumbent; Kenneth Windes; and Keara Hilton (withdrawn prior to interview).

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: NA

NEW OR RENEWAL: NA

ANY OTHER PERTINENT INFORMATION: See attached application and membership roster.

CONTACT PERSON WITH PHONE NUMBER: Michael Brown, County Administrator, 269-945-1284, or Stephanie Lehman, Central Dispatch Director, 269-948-4825.

CENTRAL DISPATCH ADMINISTRATIVE BOARD

(Four year term except Sheriff & MSP – no term limit; County Commissioner appointed annually)

NAME	REPRESENTING	TERM BEGINS	TERM ENDS
Dale Boulter (2/8/21)	City of Hastings	1/1/22	12/31/25
Duane Weeks	Village Representative	1/1/22	12/31/25**
Dar Leaf	Sheriff		State Statute
F/Lt. Keith Disselkoen	Michigan State Police		State Statute
Jon Smelker	County Commissioner	1/1/23	12/31/23
Doug Peck (1/1/2021)	Township Representative	1/1/22	12/31/25**
Dana D Yarger (1/29/20)	Barry County EMS Council	1/1/21	12/31/24*
Lani Forbes	Firefighter	1/1/21	12/31/24
Earl Wilson	Township Representative	1/1/20	12/31/23
Cindy Vujea	General Public	1/1/22	12/31/25
Kristen Cove	General Public (apptd. 9/27/17)	1/1/19	12/31/22

Addresses

Dale Boulter	201 E. State St., Hastings, MI 49058; 945-5744; dboulter@hastingsmi.org
Lani Forbes	7419 Hammond Road, Freeport, MI 49325; 616.765-5385; lani@bcunitedway.org
Dar Leaf	1212 W. State St., Hastings, MI 49058; 948-4805; dleaf@barrycounty.org
F/Lt. Keith Disselkoen	MSP, 544 N. Main, Wayland, MI 49348; 792-2213
Jon Smelker	7101 Buehler Rd., Freeport, MI 49325; 616-765-8481; jsmelker@barrycounty.org
Doug Peck	463 S M43 Hwy, Hastings MI 49058; 269.948.2464; dpecklw@gmail.com
Dana D Yarger	Barry Cty Medical Control, 1009 W Green St, Hastings MI 49058; 269-798-6855; Dana.Yarger@spectrum.org
Duane Weeks	7106 Irving Rd., Middleville, MI 49333' 795-3385; weeksduane@gmail.com
Earl Wilson	9646 Thornapple Lake Rd., Nashville, MI 49073; 517-852-9193; no email
Cynthia Vujea	10505 Stoney Point Dr., Delton, MI 49046; 623-3707 H; cindyvujea@gmail.com
Kristen Cove	4115 Dewberry Drive, Middleville, MI 49333; 269-838-0424; kristen.cove@gmail.com

*Board corrected term to reflect proper ending date of 1/1/17-12/31/20 on 7/23/18

(rev 1/14/19)(rev 10/22/19 – ems resigned – term is 1/1/17-12/31/20; rev 1/8/2020; 2/4/2020; 7/28/20; 1/13/21; 2/24/21;3/1/21;3/15/21; **
911 Director never received objections by township or village to individuals seeking another term 1/11/2022; 1/9/23)

Application for Appointment to Board or Commission

[Print](#)

Submitted by: Kristen Cove

Submitted On: 2022-11-17 13:27:05

Status: Open

Priority: Normal

Assigned To: Luella Dennison

Due Date: Open

Barry County Board of Commissioners

Application for Appointment to:

* Please select the board to which you are applying

Central Dispatch Authority

Please select any additional board to which you are applying

-- Select an Option --

Please select any additional board to which you are applying

-- Select an Option --

Please select any additional board to which you are applying

-- Select an Option --

* First Name

Kristen

* Last Name

Cove

* What City/Township do you live in?

Irving

* Address

4115 Dewberry Drive

* City/State/Zip

MI

* Daytime Phone Number

2698380424

Evening Phone Number

Ex. (123) 456-7890

* Email Address

kristen.cove@gmail.com

*** Occupation**

Consulting

*** Employer**

Self

*** Can you attend meetings between 8:00 a.m. - 5:00 p.m.?**

Yes

*** Can you attend evening meetings?**

Yes

*** Please list membership on any other board/committee/authority**

Middleville Rotary/Imagination Library, Barry County Central Dispatch Administrative Board, Spectrum Health Volunteer, Women's Giving Circle, and BCF 5th grade philanthropy program-Circle of Giving, United Way Allocations Committee.

*** Please indicate experience and/or qualifications that would help make you an effective member of each board/committee/authority for which you have applied:**

I have served on the BCCD Administrative board for 4 years. Serving as the personnel chair for the last 2 years. I have extensive board experience. I have served as the board chair for several organizations, including the TK Board of Education, Thornapple Area Enrichment Foundation, and Thornapple Area Parks and Recreation. I was the Vice Chair for Barry County Silent Observer. During my service to these organizations, I have served on numerous sub-committees; Policy, Finance, Personnel, Fundraising, and Marketing.

*** Please list any unique or valuable perspectives and/or resources you could bring to the board/committee/authority:**

My Grandfather served the City of Hasting for 40 years as a firefighter, my stepfather was a police officer, and my stepmother was a corrections officer. I also served on the Barry County Silent Observer Board. I value public safety. 911 telecommunicators are the FIRST first responders. Every member of our community benefits from a healthy and progressive 911 center.

*** Have you been convicted of a felony?**

no

If yes, please state when, where, and the nature of the offense:

*** Please list any conflicts of interest you may have if chosen for this position:**

No

Please attach any supporting documentation you wish to have considered

Upload a File

No file chosen

* I am aware that this application is a public document

☒ Yes

If you are returning the application by fax or mail please return to:

Barry County Administration
220 West State Street
Hastings, MI 49058

Phone (269) 945-1284 Fax: (269) 948-4884

Current members must submit a new application at the end of their term if they wish to reapply. The deadline for applications from the incumbents is the same as the deadline for new applicants. Applications are considered active until published positions are filled.

The applicant acknowledges that he/she serves at the pleasure of the Board of Commissioners and can be removed by the Board without cause unless a particular term is established by federal or state statute.

I specifically authorize the Barry County Sheriff Department or other law enforcement agencies to release any records of prior criminal convictions it may have or may obtain from other sources to the County of Barry. I verify that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

* Signature (If submitting electronically, please type your name)

KRC

* Date

11/17/2022

Format: MM/DD/YYYY

Document Totals by Fund

<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Net</u>
101 General	83,678.85	0.00	83,678.85
215 Friend of Court	250.00	0.00	250.00
229 Two Seven Oh INC	2,260.00	0.00	2,260.00
261 Indigent Defense	22,865.00	0.00	22,865.00
269 Law Library	2,258.16	0.00	2,258.16
637 Data Processing	250.00	0.00	250.00
 Grand Total:	 111,562.01	 0.00	 111,562.01

BARRY COUNTY CL S LIST
COMMISSION MEETING OF 01/24/2023

Account	Vendor	Description	Invoice	Amount	PO Num
101-101	COMMISSIONERS				
727-000	STAPLES	MISC./MATTE HOLDERS	3527130442	17.38	
727-000	STAPLES	MISC./COFFEE	3527199505	37.05	
Sub Total 101-101 COMMISSIONERS				54.43	
101-140	TRIAL COURT CRIMINAL & CIVIL				
807-000	BARRY COUNTY BAR ASSOCIATION	CRIMINAL/CIVIL/MEMBERSHIP DUES	4867	375.00	
807-000	MICHIGAN LAWYERS WEEKLY, SUBSCRIPTION	CRIMINAL/CIVIL/SUBSCRIPTION	5956976	389.00	
966-000	TYLER TECHNOLOGIES INC.	CRIMINAL/CIVIL/SUPERVISION	020-140145	17,000.00	
Sub Total 101-140 TRIAL COURT CRIMINAL & CIVIL				17,764.00	
101-148	TRIAL COURT FAMILY DIV.				
807-000	BARRY COUNTY BAR ASSOCIATION	CRIMINAL/CIVIL/DUES	4867	125.00	
Sub Total 101-148 TRIAL COURT FAMILY DIV.				125.00	
101-175	ADMINISTRATION				
727-000	STAPLES	MISC./OFFICE SUPPLIES	3527130442	79.45	
966-000	TYLER TECHNOLOGIES INC.	ADMIN/MAINT. SUPPORT	045-400344	52,519.06	
Sub Total 101-175 ADMINISTRATION				52,598.51	
101-225	EQUALIZATION				
807-000	MAED-MICHIGAN ASSOCIATION, OF EQUALIZ/	EQUALIZATION/2023 DUES	2023MAED	100.00	
861-000	ROSE, MESHIA	EQUALIZATION/TRAVEL	4874	141.48	
957-000	ROSE, MESHIA	EQUALIZATION/CES TRAINING/REIMU	592023	102.50	
957-000	ROSE, MESHIA	EQUALIZATION/STC TRAINING/REIMB	127422749	27.00	
Sub Total 101-225 EQUALIZATION				370.98	
101-229	PROSECUTOR				
807-000	FAMILY SUPPORT CENTER	PROSECUTOR/2023 DUES	4869	50.00	
807-000	BARRY COUNTY BAR ASSOCIATION	PROSECUTOR/2023 DUES	4868	625.00	
Sub Total 101-229 PROSECUTOR				675.00	
101-236	REGISTER OF DEEDS				
707-000	HURLESS, BARB	BC PLAT BOARD/MEETING	1-2023	25.00	

01/17/2023 9:09:04AM

Account	Vendor	Description	Invoice	Amount	PO Num
101-236	REGISTER OF DEEDS	(Continued)			
707-000	PALMER, PAM	BC PLAT BOARD/MEETING	2-2023	25.00	
707-000	VANDECAR, SUSAN	BC PLAT BOARD/MEETING	3-2023	25.00	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/OFFICE SUPPLIES	29888345	412.27	
807-000	MICH ASSOC REGISTER OF DEEDS, ATTN: KA	REG. OF DEEDS/2023 DUES	2-2023	400.00	
861-000	MICH ASSOC REGISTER OF DEEDS, ATTN: KA	REG. OF DEEDS/MARD CONFERENCE	1-2023	110.00	
Sub Total 101-236 REGISTER OF DEEDS				997.27	
101-275	DRAIN COMMISSIONER				
807-000	MACDC TREASURER, ROBERT MANTEY	DRAIN/2023 DUES	5364	250.00	
Sub Total 101-275 DRAIN COMMISSIONER				250.00	
101-351	JAIL				
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	224390856	2,768.96	
777-000	CINTAS	JAIL/MISC.	4142905717	185.16	
809-000	CINTAS	JAIL/MISC.	9206392505	516.00	
809-000	STERICYCLE, INC.	JAIL/	4011452104	166.58	
Sub Total 101-351 JAIL				3,636.70	
101-426	EMERGENCY MANAGEMENT				
730-000	RICHARDSON BUS. SOLUTIONS	EMD/BADGEPASS SOFTWARE RENEW	IN5841	350.00	
Sub Total 101-426 EMERGENCY MANAGEMENT				350.00	
101-430	ANIMAL SHELTER				
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/OTHER SUPPLIES	7453-23	41.16	
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/OTHER SUPPLIES	7466-23	21.54	
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/OTHER SUPPLIES	8186-23	47.99	
761-000	COVETRUS NORTH AMERICA	ANIMAL SHELTER/VACCINES	YP13860	1,068.21	
761-000	COVETRUS NORTH AMERICA	ANIMAL SHELTER/VACCINES	YS32203	227.16	
835-000	BULL CREEK VET	ANIMAL SHELTER/MED FOR MARLEY	157883	348.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/RABIES VACC	1811-23	215.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/RABIES VACC	1816-23	335.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/ALTERATIONS	1812-23	725.50	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/ALTERATION	1815-23	1,884.50	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/MEDS	1813-23	210.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/MEDS	1817-23	1,672.90	

Account	Vendor	Description	Invoice	Amount	PO Num
101-430	ANIMAL SHELTER	(Continued)			
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/EUTHANASIA	1820-23	60.00	
Sub Total 101-430 ANIMAL SHELTER				6,856.96	
Total 101 GENERAL FUND				83,678.85	
215-143	FRIEND OF THE COURT				
807-000	BARRY COUNTY BAR ASSOCIATION	CRIMINAL/CIVIL/DUES	4867	250.00	
Sub Total 215-143 FRIEND OF THE COURT				250.00	
Total 215 FRIEND OF THE COURT FUND				250.00	
229-430	ANIMAL SHELTER				
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/TNR PROGRAM	1814-23	1,110.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/TNR PROGRAM	1819-23	1,120.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/CORRECTION	1805 & 1809 23	30.00	
Sub Total 229-430 ANIMAL SHELTER				2,260.00	
Total 229 TWO SEVEN OH INC - T.N.R.				2,260.00	
261-150	PUBLIC DEFENDER				
816-000	APPLE STREET LAW OFFICE PLC	PUBLIC DEFENDER	4866	3,289.50	
816-000	HOEL, KRISTEN E.	PUBLIC DEFENDER	4870	3,400.00	
816-000	JONES-DWYER, CAROL	PUBLIC DEFENDER	4871	3,442.50	
816-000	KINNEY, JAMES M ATTY	PUBLIC DEFENDER	4872	3,400.00	
816-000	MCNEILL, GORDON S.	PUBLIC DEFENDER	4873	3,085.50	
816-000	WOOLLEY LYONEL, THE WOOLLEY LAW FIRM	PUBLIC DEFENDER	4876	2,847.50	
816-000	RUSSELL, KATHRYN	PUBLIC DEFENDER	4875	3,400.00	
Sub Total 261-150 PUBLIC DEFENDER				22,865.00	
Total 261 INDIGENT DEFENSE				22,865.00	
269-145	LAW LIBRARY				
982-000	WEST PAYMENT CENTER	LAW LIBRARY/PLAN CHARGES	847695406	130.10	
982-000	WEST PAYMENT CENTER	LAW LIBRARY/SOFTWARE SUBSCRIP	847613188	1,851.06	
982-000	ICLE	LAW LIBRARY/JURY INS	787552	138.50	
982-000	ICLE	LAW LIBRARY/JURY INS	787553	138.50	

BARRY COUNTY CLAIMS LIST
COMMISSION MEETING OF 01/24/2023

Account	Vendor	Description	Invoice	Amount	PO Num
Sub Total 269-145 LAW LIBRARY				2,258.16	
Total 269 LAW LIBRARY FUND				2,258.16	
637-258	DATA PROCESSING				
957-000	STAINES, AARON	IT/CCISO RENEWAL FEE	214882	100.00	
957-000	STAINES, AARON	IT/COMP TIA CONT. ED RENEWAL	05J95855W121	150.00	
Sub Total 637-258 DATA PROCESSING				250.00	
Total 637 DATA PROCESSING FUND				250.00	
Grand Total				111,562.01	

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228745	1/17/2023	022651 APPLE STREET LAW OFFICE PLC	4866		PUBLIC DEFENDER	3,289.50
Total :						3,289.50
228746	1/17/2023	002999 BARRY COUNTY BAR ASSOCIATION	4867		CRIMINAL/CIVIL/MEMBERSHIP DUE	750.00
			4868		PROSECUTOR/2023 DUES	625.00
Total :						1,375.00
228747	1/17/2023	005936 BROADWAY VETERINARY	1805 & 1809 23		ANIMAL SHELTER/CORRECTION	30.00
			1811-23		ANIMAL SHELTER/RABIES VACC	215.00
			1812-23		ANIMAL SHELTER/ALTERATIONS	725.50
			1813-23		ANIMAL SHELTER/MEDS	210.00
			1814-23		ANIMAL SHELTER/TNR PROGRAM	1,110.00
			1815-23		ANIMAL SHELTER/ALTERATION	1,884.50
			1816-23		ANIMAL SHELTER/RABIES VACC	335.00
			1817-23		ANIMAL SHELTER/MEDS	1,672.90
			1819-23		ANIMAL SHELTER/TNR PROGRAM	1,120.00
			1820-23		ANIMAL SHELTER/EUTHANASIA	60.00
Total :						7,362.90
228748	1/17/2023	043504 BULL CREEK VET	157883		ANIMAL SHELTER/MED FOR MARLE	348.00
Total :						348.00
228749	1/17/2023	048180 CINTAS	4142905717		JAIL/MISC.	185.16
			9206392505		JAIL/MISC.	516.00
Total :						701.16
228750	1/17/2023	054202 COVETRUS NORTH AMERICA	YP13860		ANIMAL SHELTER/VACCINES	1,068.21
			YS32203		ANIMAL SHELTER/VACCINES	227.16
Total :						1,295.37
228751	1/17/2023	007257 FAMILY SUPPORT CENTER	4869		PROSECUTOR/2023 DUES	50.00
Total :						50.00
228752	1/17/2023	014300 GORDON FOOD SERVICE, INC.	224390856		JAIL/FOOD	2,768.96
Total :						2,768.96
228753	1/17/2023	034865 HASTINGS ACE HARDWARE	7453-23		ANIMAL SHELTER/OTHER SUPPLIE	41.16

vchlist
01/17/2023 8:52:48AM

Voucher List
BARRY COUNTY

Page: 2

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228753	1/17/2023	034865 HASTINGS ACE HARDWARE	(Continued) 7466-23 8186-23		ANIMAL SHELTER/OTHER SUPPLIE ANIMAL SHELTER/OTHER SUPPLIE Total :	21.54 47.99 110.69
228754	1/17/2023	041730 HOEL, KRISTEN E.	4870		PUBLIC DEFENDER Total :	3,400.00 3,400.00
228755	1/17/2023	017680 HURLESS, BARB	1-2023		BC PLAT BOARD/MEETING Total :	25.00 25.00
228756	1/17/2023	018052 ICLE	787552 787553		LAW LIBRARY/JURY INS LAW LIBRARY/JURY INS Total :	138.50 138.50 277.00
228757	1/17/2023	019364 JONES-DWYER, CAROL	4871		PUBLIC DEFENDER Total :	3,442.50 3,442.50
228758	1/17/2023	020711 KINNEY, JAMES M ATTY	4872		PUBLIC DEFENDER Total :	3,400.00 3,400.00
228759	1/17/2023	021835 MACDC TREASURER, ROBERT MANTEY 5364			DRAIN/2023 DUES Total :	250.00 250.00
228760	1/17/2023	055872 MAED-MICHIGAN ASSOCIATION, OF EQI 2023MAED			EQUALIZATION/2023 DUES Total :	100.00 100.00
228761	1/17/2023	053248 MCNEILL, GORDON S.	4873		PUBLIC DEFENDER Total :	3,085.50 3,085.50
228762	1/17/2023	022949 MICH ASSOC REGISTER OF DEEDS, ATI 1-2023 2-2023			REG. OF DEEDS/MARD CONFERNC REG. OF DEEDS/2023 DUES Total :	110.00 400.00 510.00
228763	1/17/2023	021171 MICHIGAN LAWYERS WEEKLY, SUBSRIF 5956976			CRIMINAL/CIVIL/SUBSCRIPTION Total :	389.00 389.00
228764	1/17/2023	026446 PALMER, PAM	2-2023		BC PLAT BOARD/MEETING	25.00

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Voucher List
BARRY COUNTY

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Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228764	1/17/2023	026446 026446 PALMER, PAM	(Continued)		Total :	25.00
228765	1/17/2023	050882 QUILL CORP., C/O REGISTER OF DEEDS	29888345		REG. OF DEEDS/OFFICE SUPPLIES	412.27
					Total :	412.27
228766	1/17/2023	029135 RICHARDSON BUS. SOLUTIONS	IN5841		EMD/BADGEPASS SOFTWARE REN	350.00
					Total :	350.00
228767	1/17/2023	055571 ROSE, MESHIA	127422749		EQUALIZATION/STC TRAINING/REII	27.00
			4874		EQUALIZATION/TRAVEL	141.48
			592023		EQUALIZATION/CES TRAINING/REII	102.50
					Total :	270.98
228768	1/17/2023	030123 RUSSELL, KATHRYN	4875		PUBLIC DEFENDER	3,400.00
					Total :	3,400.00
228769	1/17/2023	044789 STAINES, AARON	05J95855W121		IT/COMP TIA CONT. ED RENEWAL	150.00
			214882		IT/CCISO RENEWAL FEE	100.00
					Total :	250.00
228770	1/17/2023	053592 STAPLES	3527130442		MISC./MATTE HOLDERS	96.83
			3527199505		MISC./COFFEE	37.05
					Total :	133.88
228771	1/17/2023	045354 STERICYCLE, INC.	4011452104		JAIL/	166.58
					Total :	166.58
228772	1/17/2023	046743 TYLER TECHNOLOGIES INC.	020-140145		CRIMINAL/CIVIL/SUPERVISION	17,000.00
			045-400344		ADMIN/MAINT. SUPPORT	52,519.06
					Total :	69,519.06
228773	1/17/2023	007720 VANDECAR, SUSAN	3-2023		BC PLAT BOARD/MEETING	25.00
					Total :	25.00
228774	1/17/2023	036598 WEST PAYMENT CENTER	847613188		LAW LIBRARY/SOFTWARE SUBSCF	1,851.06
			847695406		LAW LIBRARY/PLAN CHARGES	130.10
					Total :	1,981.16

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Voucher List
BARRY COUNTY

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Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228775	1/17/2023	054672	WOOLLEY LYONEL, THE WOOLLEY LAW	4876	PUBLIC DEFENDER	2,847.50
Total :						2,847.50

31 Vouchers for bank code : 001

Bank total : 111,562.01

31 Vouchers in this report

Total vouchers : 111,562.01

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, January 24, 2023

DEPARTMENT: Barry County Transit

PREPARED BY: William Voigt

SUBJECT: FY2024 Resolution of Intent to file Grant Application

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners adoption of Resolution #23-04, Resolution of Intent to Apply for State and Federal Operating and Capital Assistance for the 2024 Fiscal Year and Appoint William Voigt as the Transportation Coordinator, authorized to provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51, and sign and execute all agreements and documents.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Adoption of Resolution #23-04, Resolution of Intent to Apply for State and Federal Operating and Capital Assistance for the 2024 Fiscal Year and Appoint William Voigt as the Transportation Coordinator, authorized to provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51, and sign and execute all agreements and documents.

DESCRIPTION OF ACTION: Authorize FY2024 grant submission and appoint Transportation Director as authorized to sign and execute all agreements and documents.

TIME FRAME OF ACTION: Prior to February 1, 2023

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Federal and State
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: NONE
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) NONE
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: NONE

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: Renewal

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: William Voigt, 1216 W. State St. Hastings, MI 49058, (269) 948-8174

Michigan Department
Of Transportation
3078

FY 2024 RESOLUTION OF INTENT

The approved resolution of intent to apply for state formula operating assistance for fiscal year 2024 under Act 51 of the Public Acts of 1951, as amended.

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the Barry County Board of Commissioners (hereby known as THE APPLICANT) established under Act 94 to provide a local transportation program for the state fiscal year of 2024 and, therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, it is necessary for the governing body, to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and

WHEREAS, the performance indicators have been reviewed and approved by the governing body.

WHEREAS, THE APPLICATION , has reviewed and approved the proposed balance (surplus) budget, and funding sources of estimated federal funds \$ 317,097 estimated state funds \$ 609,264 estimated local funds \$ 857,284 with total estimated expenses of \$ 1,767,198

(Note: Local funds include fare box and any other local revenue)

NOW THEREFORE, be it resolved that THE APPLICANT hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51; and

HEREBY, appoints William Voigt as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for 2024

I, Pamela Palmer (Name) Barry County Clerk
(Secretary/Clerk) of THE Applicant , having custody of the records and proceedings of THE APPLICANT, does hereby certify that I have compared this resolution adopted by THE APPLICANT at the meeting of January 24 , 2023 with the original minutes now on file and of record in the office and that this resolution is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed seal of said , this day of A.D 20

SIGNATURE



Resolution

RESOLUTION TO HONOR KATHLEEN M. SHAY UPON HER RETIREMENT FROM BARRY COUNTY

WHEREAS, Kathleen Shay began employment with the Barry County District Court as Deputy Clerk I for the Traffic Division on December 9, 1974; and

WHEREAS, Kathleen was promoted to Court Recorder/Judicial Secretary on September 22, 1990; and

WHEREAS, Kathleen has served the citizens of Barry County with utmost dedication and commitment for 48 years; and

WHEREAS, Kathleen has been a faithful employee who always creates a pleasant working environment, and has demonstrated years of knowledge and leadership,

NOW THEREFORE, BE IT RESOLVED, that the Barry County Board of Commissioners, on behalf of the citizens of Barry County, extends heartfelt appreciation to Kathleen Shay for her dedication, commitment, and longevity.

David Jackson, Chair
Barry County Board of Commissioners

Pamela Palmer
Barry County Clerk

Adopted 1/24/2023