

Please be advised that the Barry County Board of Commissioners has scheduled a Board of Commissioners meeting on March 14, 2023 at 9:00 a.m.
for the purpose of:

AMENDED

AGENDA

for Barry County Board of Commissioners
March 14, 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 February 28, 2023 Board of Commissioners meeting minutes.
 - b. Approval of March 7, 2023 Committee of the Whole meeting minutes.
 - c. Approval to promote Joshua Carter from Assistant Prosecutor to Senior Assistant Prosecutor, effective January 1, 2023.
 - d. Approval of the Land Information Services Open Data Policy and the amended Land Information Services fee schedule for data and map products.
 - e. Approval of the Grant Draft Agreement between the Michigan Department of Agriculture and Rural Development and Barry County for the Susan K. Butler Farm and authorize the chair to sign the final agreement.
 - f. Approval of the purchase agreement and conservation easement between Barry County and James and Barbara Wickham for property located in Carlton Township and authorize the chair to sign.
 - g. Approval of the attached revised job description for the IT/GIS Deputy Director position.
(roll call vote)
10. Presentations: Rich Thiemkey, Executive Director, BCCMHA – Mental Health & Substance Abuse Report
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 \$2,632,038.78 **(roll call vote)**
 - b. Approval of claims in the amount of \$60,100.87 **(roll call vote)**
 - c. Approval of commissioner reimbursements (mileage) in the amount of \$554.79 **(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:
 - a. I move to go into closed session in accordance with Public Act 267 of 1976, Subsection 15.268, Sec. 8 (d) to consider the purchase of real property.
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
February 28, 2023; 9:00 a.m.; Commission Chambers
MINUTES

1. Vice Chair David Hatfield called the regular session of the Barry County Board of Commissioners to Order at 9:00 a.m.
2. Invocation was led by Commissioner Hatfield.
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: Mike Callton, Mark Doster, Catherine Getty, David Hatfield, Jon Smelker, and Bob Teunessen. Absent: Bruce Campbell and David Jackson. Also present: County Administrator Michael Brown and Clerk Pam Palmer.
5. Approval of Written Agenda (including consent items & items for discussion).
The written agenda was approved without objection.
6. REPORTS FROM STATE AND COUNTY OFFICERS: None.
7. LIMITED PUBLIC COMMENT: (3 minutes per person)
 - Sharon Zebrowski commented on the Board of Commissioners creating a Compensation Commission to determine the Elected Officials pay increases. Recently, the county employees were given an inflation bonus, but excluded the Elected Officials.
 -
8. VARIOUS CORRESPONDENCE: Commissioner Doster received and read correspondence he received from a resident at Pine Lake in opposition to the drain project.
9. CONSENT ITEMS (voted upon at one time by roll call vote):
 - a. Approval of February 14, 2023 Board of Commissioners meeting minutes.
 - b. Approval of February 21, 2023 Committee of the Whole meeting minutes.
(roll call vote)

Moved by Callton, seconded by Doster for approval of the above listed Consent Items. Roll call vote.
Ayes: Callton, Doster, Getty, Hatfield, Smelker and Teunessen. Absent: Campbell and Jackson. Nays: None. 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 claims in the amount of \$130,630.72 **(roll call vote)**

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

- b. Approval to renew the employment agreement between the Barry County Board of Commissioners and the Barry County Administrator for a two-year period commencing on January 1, 2023 and ending on December 31, 2024. **(roll call vote)**

Moved by Smelker, seconded by Getty for approval to renew the employment agreement between the Barry County Board of Commissioners and the Barry County Administrator for a two-year period commencing on January 1, 2023 and ending on December 31, 2024. Roll call vote. Ayes: Callton, Doster, Getty, Hatfield, Smelker and Teunessen. Absent: Campbell and Jackson. Nays: None. Motion carried.

- c. Adoption of Resolution #23-06 Honoring the Michigan Association of Counties. **(roll call vote)**

Moved by Smelker, seconded by Callton adoption of Resolution #23-06 Honoring the Michigan Association of Counties. Roll call vote. Ayes: Callton, Doster, Getty, Hatfield, Smelker and Teunessen. Absent: Campbell and Jackson. Nays: None. Motion carried.

- d. Adoption of Resolution 23-07, Resolution to Approve the Formation of the Barry County Land Bank Authority. **(roll call vote)**

Moved by Smelker, seconded by Getty adoption of Resolution 23-07, Resolution to Approve the Formation of the Barry County Land Bank Authority. Roll call vote. Ayes: Callton, Doster, Getty, Hatfield, Smelker and Teunessen. Absent: Campbell and Jackson. Nays: None. Motion carried.

- e. Adoption of Resolution 23-08, Resolution to Apply for a USDA Rural Business Development Grant for the Rural Barry County Economic Development Strategy. **(roll call vote)**

Moved by Smelker, seconded by Doster adoption of Resolution 23-08, Resolution to Apply for a USDA Rural Business Development Grant for the Rural Barry County Economic Development Strategy. Roll call vote. Ayes: Callton, Doster, Getty, Hatfield, Smelker and Teunessen. Absent: Campbell and Jackson. Nays: None. Motion carried. Motion carried.

13. UNFINISHED BUSINESS: None.

14. NEW BUSINESS: None.

15. COUNTY ADMINISTRATOR'S REPORT: None.

16. CHAIRPERSON'S REPORT: Absent.

17. VICE CHAIRPERSON'S REPORT: Vice Chair Hatfield reported attending the Community Stakeholder meeting yesterday.

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):
 - Adam Heikkila suggested that the Vice Chair give the opportunity for discussion on the Items for Consideration.
20. OTHER BUSINESS: None.
21. ADJOURNMENT: Moved by Doster, seconded by Callton to adjourn at 9:19 a.m.

David Hatfield, Vice Chair
Barry County Board of Commissioners

Pamela A. Palmer, County Clerk

Approved: _____
Date & Initials

Barry County Board of Commissioners - Committee of the Whole
March 7, 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: Luella Dennison, Jayson Bussa, Posse Mike Johnson, David Shinavier, Mark Bonsignore, Jack Miner, Rick Moore, Joel Ibbotson, Sharon Zebrowski, Shelly Lake, John Lake, Mike Snyder, Julie Nakfoor-Pratt, Ivan Christopher, Heather Wing, Jason Sixberry, Rebecca DeHaan, Douglas Smendik, Charles Hertzler, Scott Allarding, Jon Sporer, Betsy Colgan, Bob Vanderboegh, Jim Wickham, Pat Jamison, Vickie Betit, Courtney Ziny, Terry Dennison, Elden Shellenbarger, Cyndi Twichell, 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:

- Elden Shellenbarger stated he thinks the board is moving in a positive direction, and he likes the idea of the Commission on Aging moving to Thornapple Manor/Harvest Pointe. He still thinks that Barry County needs its own health board, and Charlton Park should be self sufficient.
- Cyndi Twichell mentioned the changes to our country particularly since Covid, but truly believes that America is a Nation like no other.
- Sharon Zebrowski gave a list of the Senior events at the Commission on Aging.
- Joel Ibbotson stated that Collette Scrimger lied when she stated the Health Department completed their biannual restaurant inspections during Covid. He believes the Barry-Eaton District Health Department should be split.
- Pat Jamison would like the Board to deactivate from Blue Zones, and the decisions based on survey monkey need to stop.
- Jason Sixberry inquired where the board was at with considering the pay raise for screeners.
- John Lake would like to see Barry County adopt and become a Second Amendment Sanctuary county.
- Bob Vanderboegh spoke of the gun violence at Michigan State University, but also asked how many babies have died because of abortion and how many deaths have happened because of fentanyl.

JULIE NAKFOOR-PRATT – Request to Promote Josh Carter from Assistant Prosecutor to Sr. Assistant Prosecutor

Moved by Doster, seconded by Campbell to recommend to the Board of Commissioners approval to promote Joshua Carter from Assistant Prosecutor to Senior Assistant Prosecutor, effective January 1, 2023. Discussion. All Ayes. Nays: None. Motion carried.

IVAN CHRISTOPHER – LIS Proposed Open Data Policy and Proposed Fee Schedule

Moved by Hatfield, seconded by Getty to recommend to the Board of Commissioners approval of the Land Information Services Open Data Policy and the amended Land Information Services fee schedule for data and map products. Discussion. All ayes. Nays: None. Motion carried.

HEATHER WING - 1. Grant Agreement for Preservation of Butler Farm

Moved by Callton, seconded by Campbell to recommend to the Board of Commissioners approval of the Grant Draft Agreement between the Michigan Department of Agriculture and Rural Development and Barry County for the Susan K. Butler Farm and authorize the chair to sign the final agreement. Discussion. All ayes. Nays: None. Motion carried.

2. Purchase Agreements for the Wickham Farm (Conservation Easement Program)

Moved by Smelker, seconded by Hatfield to recommend to the Board of Commissioners approval of the purchase agreement and conservation easement between Barry County and James and Barbara Wickham for property located in Carlton Township and authorize the chair to sign. Discussion. All ayes. Nays: None. Motion carried.

Recess at 10:10 a.m. Resume meeting at 10:21 a.m. with all commissioners present.

DAVID SHINAVIER – IT/GIS Deputy Director Position – Revised Job Description

Moved by Hatfield, seconded by Doster to recommend to the Board of Commissioners approval of the attached revised job description for the IT/GIS Deputy Director position. Discussion. All ayes. Nays: None. Motion carried.

CHAIR JACKSON – Special (ad hoc) County Facilities Committee Update

- Friend of Court Building – windows need to be replaced at an estimate of approximately \$94,000;
- The garage and parking lot at Jefferson and Walnut – recommend repurpose & appraisal;
- Community Mental Health 1990's Building on 22 acres; appraised at approximately \$770,000; YMCA is interested in acquiring this property for possible child care facility;
- Commission on Aging to relocate at Harvest Pointe which already has a kitchen to accommodate Meals on Wheels; County to commit 3 million cash to build a 10,000 square foot building;
- Jail – County to invest 3 – 5 million cash toward jail, together with ARPA funds.

PUBLIC COMMENT:

- Jason Sixberry confirmed that a new facility is needed for the deputies and corrections.
- Cyndi Twichell continued her previous comments regarding the condition of America. She would also like to see raises for the screeners.
- Heather Wing gave the board kudos for their stress and challenges, and told them their work is not done.
- Sharon Zebrowski thanked the board for working together for solutions that have been a long time coming.
- Terry Dennison thanked the commissioners for his dream come true!

COMMISSIONER COMMENTS:

- Commissioner Teunessen stated he would like a better understanding of the Compensation Committee.
- Commissioner Campbell stated "Together we Can".
- Commissioner Hatfield stated he attended the County Planning Commission Meeting.
- Commissioner Getty also attended the County Planning Commission Meeting.
- Commissioner Smelker reported that Barry Central has made a down payment on Tower 2 which is located near the Waste Water Facility in Middleville, and has spent some ARPA funds for Tower 1, but they are looking for a new location for Tower 1.

- Chair Jackson spoke about the State complexity in consolidating and/or separating health departments, the screeners pay raise will be on a future agenda, commented on the Second Amendment Sanctuary County, the Barry Township water tower bids being higher than anticipated, and the compensation commission.

ADJOURNMENT: at 11:13 a.m.

David Jackson, Chair
Board of Commissioners

Pamela A. Palmer, County Clerk

Approved: _____
Date & Initials

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, 3/14/23

DEPARTMENT: Prosecutor's Office

PREPARED BY: Julie Nakfoor-Pratt, Prosecuting Attorney

SUBJECT: Promotion of Joshua Carter from Assistant Prosecutor to Senior Assistant Prosecutor

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval to promote Joshua Carter from Assistant Prosecutor to Senior Assistant Prosecutor, effective January 1, 2023.

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

Approval to promote Joshua Carter from Assistant Prosecutor to Senior Assistant Prosecutor, effective January 1, 2023.

DESCRIPTION OF ACTION: Joshua Carter is currently classified as an Assistant Prosecutor. This is a request to promote him to the Senior Assistant Prosecutor classification that the other assistant prosecutors in the office are classified at. Joshua Carter will complete seven years of service in April 2023. During his employment he has performed the duties and responsibilities of a Senior Assistant Prosecutor for two to three years now.

TIME FRAME OF ACTION: Retroactive to January 1, 2023

FUNDING REQUIRED: YES ☒ NO ☐

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local (county)
2. IF LOCAL, SPECIFY FUND: General Fund Contingency
3. AMOUNT REQUESTED: \$6,919.00 (\$4,930 in wages + benefits)
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) The salary portion of the requested increase would increase by 2% each year in 2024 and in 2025 per the BCCEA agreement.
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: None

PERSONNEL IF REQUIRED: No additional personnel required.

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached a copy of the Job description for the Senior Assistant Prosecutor position.

CONTACT PERSON WITH PHONE NUMBER: Julie Nakfoor-Pratt, Barry County Prosecutor, (269) 945-1400, ext. 1031.



Barry County

Classification Title	Senior Assistant Prosecutor
FLSA Status	Exempt

GENERAL SUMMARY

The purpose of this job is to review and authorize requests for warrants. Determines the appropriate charge and prosecutes criminal cases. Assumes responsibility for a felony caseload of the circuit court as well as other matters as necessary. Attempts to resolve and dispose of criminal cases or tries case in court. Manages the Probate Court case load of the office or managing the Family Support section of the office when needed.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Supervises APA I as directed by the Prosecuting Attorney and the Chief Assistant Prosecutor. Supervises support staff with drafting of legal documents.
- Assists various law enforcement agencies in search warrants, forfeiture requests, and investigative subpoenas. Reviews criminal warrant requests from various police agencies. Analyzes police reports and provides direction to police on various investigative techniques.
- Appears in court for arraignments, motions, trials and sentencing. Selects jury, presents arguments, examines and cross examines witnesses, introduces physical evidence and confers with judge and defense counsel on points of law and procedure. Argues factual conclusions to a judge or jury.
- Acts as legal counsel to Department of Human Services. Deals with child abuse & neglect, juvenile delinquency, mental commitment cases, including review of juvenile petitions, case research, investigation, victim witness preparation and presentation in court.
- Researches and prepares criminal cases for trial, motion, sentencings and other proceedings, including research of applicable law, interviewing victims/witnesses, investigating claims, developing trial strategies, and directing law enforcement officers in further investigation.
- Provides advice and instruction to police agencies. Presents formal training/educational sessions to law enforcement agencies, Department of Human Service, mental health and other agencies in areas of specialization.
- Attempts to resolve and dispose of pending criminal cases by conferring with attorneys, police agencies, and parties involved in order to reach agreement on pleas and potential sentences.

- Drafts motions, briefs, and other legal documents on various issues involved in the prosecution of criminal cases.
- Provides appellate attorney services, including the legal analysis of appellate issues, researching and writing briefs, answers, and motions after reading the record and researching the law.
- Represents the county on civil matters including forfeitures, property matters, zoning board of appeals, administrative law, gun board, and other civil work assigned, as needed
- Represents the Attorney General on Driver's License Restoration and Welfare Fraud cases.
- Assists in the development of law enforcement and prosecution policies and protocols.
- Participates in various programs/services, including Safe Harbor, Drug Court, Sobriety Court, Juvenile Drug Court, Gun Board, Detectives meetings and chiefs of police meetings.
- Performs related work as required.

MINIMUM QUALIFICATIONS

Required Education and Experience

Education: Law degree from an accredited law school.

Experience: 3-5 years of experience in a capacity equivalent to an Assistant Prosecutor.

Required Licenses or Certifications

License to practice law in the State of Michigan

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- Law and current opinions
- Psychological effect and trauma on victims
- Statutes, case law and court rules
- English grammar, spelling, punctuation
- Legal terminology and court procedures
- Principles and practices of basic bookkeeping
- Modern office procedures, methods and computer equipment

Skill in:

- Speaking and negotiation
- Verbal and written communication

- Legal research, analysis and writing
- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Assigning, prioritizing, monitoring, and reviewing work assignments

Ability to:

- Utilize research materials
- Respond to court correspondence
- Draft search warrants
- Stay abreast of current court of appeals/supreme court rulings
- Access all courtrooms within the County
- Meet schedules and deadlines of the work
- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries

WORK ENVIRONMENT/CONDITIONS

The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment			X
Outdoor environment		X	
Street environment (near moving traffic)	X		
Construction site	X		
Confined space	X		
In the community (homes, businesses, etc.)	X		
Warehouse environment	X		
Shop environment	X		
Other: Courtroom			X
Exposures	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are rude or irate			X
Individuals with known violent backgrounds			X

Extreme cold (<i>below 32 degrees</i>)	X		
Extreme heat (<i>above 100 degrees</i>)	X		
Moving mechanical parts	X		
Fumes or airborne particles	X		
Toxic or caustic chemicals, substances or waste	X		
Loud noises (<i>85+ decibels</i>)	X		
Other: Communicable Diseases		X	

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The position is generally sedentary. Employees sit most of the time, but may walk or stand for brief periods of time.

Date created:	January 2016
Dates revised	

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Board of Commissioners, 3/14/23

DEPARTMENT: IT

PREPARED BY: David Shinavier

SUBJECT: Open Data/LIS Policy

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the Land Information Services Open Data Policy and the amended Land Information Services fee schedule for data and map products.

<u>SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):</u> Approval of the Land Information Services Open Data Policy and the amended Land Information Services fee schedule for data and map products.
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DESCRIPTION OF ACTION: The purpose of this request is to update the Land Information Services Fee schedule, which was last revised in 2014, and to adopt a new Open Data Policy. Under the current fee schedule, it is cost prohibitive for the public to obtain Barry County GIS data. The Open Data Policy is intended to promote transparency, economic development, and civic engagement by allowing Land Information Services to make a number of Barry County GIS datasets freely available to the public for download.

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:

NEW OR RENEWAL: Renewal

ANY OTHER PERTINENT INFORMATION: See attached the proposed Open Data Policy and proposed fee schedule. The current fee schedule is also attached for reference.

CONTACT PERSON WITH PHONE NUMBER: David Shinavier, 269-945-1413.



OPEN DATA POLICY

Barry County, Michigan

March, 2023

1. PURPOSE

- a. In the interest of transparency and making information freely available to the public, Barry County desires to implement an Open Data Policy. Under this policy, Barry County will make certain data available on an open data portal free of charge.
- b. Making this data available to the general public on an open data portal free of charge has numerous benefits, including, but not limited to:
 - i. fostering civic engagement through data sharing between government agencies, citizens, businesses, and other community organizations;
 - ii. increasing the trust and improving the relationship between citizens, business, and government agencies; and
 - iii. enabling businesses and other citizen enterprises to make use of government data to promote economic development and increase investment.

2. DEFINITIONS

- a. “Geographic Information System Data” or “GIS Data” means the output from a Geographic Information System as defined by MCL 15.442(b) or the saved output (data file).
- b. “Open Data Portal” means a publicly-accessible web portal to access Open Data that is provided and maintained by Barry County.
- c. “Open Data” means a GIS Data that is published on the Open Data Portal.
- d. “Person” means that term as defined in Section 2 of the Freedom of Information Act, 1976 P.A. 442, and being Section 15.232 of the Michigan Compiled Laws.
- e. “Public Body” means that term as defined in Section 2 of the Freedom of Information Act, No. 442 of the Public Acts of 1976, and being Section 15.232 of the Michigan Compiled Laws.
- f. “Public Record” means that term as defined in Section 2 of the Freedom of Information Act, No. 442 of the Public Acts of 1976, and being Section 15.232 of the Michigan Compiled Laws.



3. AUTHORIZATION

- a. Pursuant to the Enhanced Access to Public Records Act, 1996 P.A. 462, Barry County may provide GIS Data or a public record's immediate availability for inspection and copying by digital means as long as the GIS Data or public record is not confidential or otherwise exempt by law from disclosure.
- b. This Open Data Policy does not require Barry County to provide, publish, keep, or provide access to any specific Public Record, GIS Data, or Open Data on the Open Data Portal.

4. PUBLICATION OF OPEN DATA

- a. Barry County may establish and maintain an Open Data Portal where access to Open Data will be provided.
- b. Except as otherwise provided in the Terms of Use on the Open Data Portal, Barry County shall not impose restrictions upon a Person to retrieve, download, sort, search, and reuse Open Data for any lawful purpose.
- c. Barry County shall not charge a fee for providing access to Open Data.
- d. This Open Data Policy shall only apply to Open Data.

5. PROCESS FOR PUBLICATION OF OPEN DATA

- a. The Barry County Department of Land Information Services is responsible for providing access to and maintaining the Open Data Portal.
- b. A Public Record or GIS Data that is exempt from disclosure under the Michigan Freedom of Information Act, 1976 P.A. 442, shall not be published on the Open Data Portal.
- c. Barry County elected officials, department heads, agencies, boards, commissions, councils, or other Barry County public bodies that are legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession, or use of the Public Record or GIS Data shall select and/or approve, prior to publication on the Open Data Portal, which Public Records or GIS Data may be published on the Open Data Portal.



- d. Principles and policies to be considered in determining which Public Records or GIS Data may be published on the Open Data Portal include, but are not limited to, the following:
 - i. whether the Public Record or GIS Data will primarily benefit the general public or serve an educational purpose;
 - ii. whether the Public Record or GIS Data will benefit public health or safety;
 - iii. whether the Public Record or GIS Data will benefit non-profit research, such as academic or public interest research;
 - iv. whether the Public Record or GIS Data will enable businesses and other citizen enterprises to make educated decisions regarding economic development and investment;
 - v. whether the Public Record or GIS Data contains information that will uniquely identify a particular Person and constitute a clearly unwarranted invasion of personal privacy;
 - vi. whether the Public Record or GIS Data contains information that will compromise the safety or security of building or dwelling; or
 - vii. whether the harm of publishing the Public Record or GIS Data outweighs the public benefit.

6. DISCLAIMER

- a. Open Data is only for informational purposes and is provided “AS IS.” Barry County does not warrant or guarantee the completeness, accuracy, or content of the Open Data. Barry County, its officers, officials, employees, agents, volunteers, or contractors make no warranties of any kind, including but not limited to warranties of accuracy, fitness for a particular purpose, or of a Person’s right to use the Open Data.
- b. The Barry County Land Information Services Department shall provide a Terms of Use on the Open Data Portal, which shall include a disclaimer substantially similar to the above disclaimer in subsection (a), that the Barry County Land Information Services Department deems necessary and appropriate.



PROPOSED

BARRY COUNTY LAND INFORMATION SERVICES FEE SCHEDULE

Standard Paper Products

Parcel Maps (by section) **\$5.00/section**
 \$200.00/township map set
 \$300.00/township map set with b&w aerial overlays

Standard Printing*	8.5" x 11"	\$4.00
*if prep time exceeds ¼ hour,	11" x 17"	\$8.00
custom mapping fees will be	18" x 24"	\$15.00
also be charged.	24" x 36"	\$30.00
(additional copies are 50% off)	36" x 48"	\$40.00

Custom Mapping **\$50.00/hour** (half hour minimum)

Digital Information

Barry County GIS data, as defined by MCL 15.442(b) or the saved output (data file), is provided in accordance with the Barry County Open Data Policy and the Barry County Enhanced Access Policy.

County Combined Assessing Exports **\$.03/per record**
BSA Delinquent Tax Exports **\$.25/per record**
(minimum setup/export charge \$25)

Barry County Land Information Services Fee Schedule

Standard Paper Products

Parcel Maps (by section)	\$5.00/section
	\$200.00/township map set
	\$300.00/township map set /b&w aerial overlays

Standard Plots*	8.5 x 11	\$4.00
*if prep time exceeds ¼ hour,	11 x 17	\$8.00
custom mapping fees will be	18 x 24	\$15.00
also be charged.	24 x 36	\$30.00
(additional copies at %50 off)	36 x 48	\$40.00

Custom Mapping	\$40.00/hour (half hour min.)
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Digital Information

Parcels/Address Points	\$.25/each	
County Roads	\$300.00/county	
Zoning	\$50.00/township	
Other Basemap Layers	\$200.00/county	\$20.00/township

County Compined Assessing Exports **\$.03/per record**

BSA Delinquent Tax Exports **\$.25/per record**

(minimum setup/export charge \$25)

The Barry County LIS fee schedule was established in accordance with the **Barry County Enhanced Access Policy**, as required by State of Michigan Public Act 462 of 1996. Adopted November 25, 1997 **Revised and Adopted February 2014.**

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: March 14, 2023, BOC

DEPARTMENT: Barry County Conservation Easement Board

PREPARED BY: Heather Wing

SUBJECT: MDARD Michigan Agricultural Preservation Program Grant Agreement

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the Grant Draft Agreement between the Michigan Department of Agriculture and Rural Development and Barry County for the Susan K. Butler Farm and authorize the chair to sign the final agreement.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval of the Grant Draft Agreement between the Michigan Department of Agriculture and Rural Development and Barry County for the Susan K. Butler Farm and authorize the chair to sign the final agreement.

DESCRIPTION OF ACTION: In December 2022 the Conservation Easement Board presented the Board of Commissioners a grant application for the Susan K. Butler Farm in Maple Grove Township to the Michigan Department of Agriculture and Rural Development for the Michigan Agricultural Preservation Program. The application was approved at that meeting and sent to MDARD. On February 14, 2023 the Michigan Agricultural Preservation Fund Board approved four statewide grant applicants for funding. Barry County and the Butler's application was approved in the amount of \$604,800.00. Approval of the draft agreement between the Michigan Department of Agriculture and Rural development is just the beginning of the grant award process.

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: Board Chair and Administration staff

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: There are no funds involved at this stage of the grant process. The draft agreement is attached.

CONTACT PERSON WITH PHONE NUMBER: Heather Wing 269-275-2351

FY23 Local Grants Awards

1 message

Brost, Elizabeth (MDARD) <BrostE@michigan.gov>

Wed, Feb 15, 2023 at 10:16 AM

To: Heather Wing <heatherlwing@gmail.com>, "BLonik13@aol.com" <blonik13@aol.com>, "cmontoya@berriencounty.org" <cmontoya@berriencounty.org>, "Channing,Matthew" <matthew.channing@kentcountymi.gov>, Becky Huttenga <bhuttenga@miottawa.org>, Julie Lamer <jlamer@miottawa.org>
Cc: "Kraus, Forest (Chip) (MDARD)" <KrausF@michigan.gov>, "Parker, Kelly (MDARD)" <PARKERK4@michigan.gov>

Dear Local Farmland Preservation Applicants,

Congratulations! Your farm was awarded funding for FY23.

Program	Farm	Acres	Amount Requested
Barry County	Butler	280	\$ 604,800.00
Berrien County	Kretchman	44	\$ 120,000.00
Kent County	Bettes/Kingsbury	76	\$ 152,000.00
Ottawa County	Jongerkrijg	92.55	\$ 267,899.00
	Total:	492.55	\$ 1,144,699.00

The next step in securing the funds is to draft grant agreements between MDARD and the local unit of government.

Please see the attached grant agreement template and reply with the following so that we may proceed with drafting the grant agreements:

1. List the authorized official who will be signing the grant agreement, their title and contact information. This is usually the County Administrator/Director and Township Treasurer/Supervisor. (Highlighted Portion on Page 2 and 3 of the example)
2. Electronic Funds Transfer: Please note that if not set up already, our Finance Department will require to verify that there is a SIGMA account at the time that the grant agreement is signed. (Page 6)
3. Property legal description either on Word or in email to copy and paste to grant agreement. (Page 7)

Also, if you are considered a new program (hold less than 3 state funded agricultural easements) and are going to request reimbursement for either title work (up to \$1,000) or appraisal costs (up to \$5,000), please notify the amount you will be requesting in your reply email. The reimbursement will come after closing and an invoice will need to be sent at that time.

Congratulations again and I look forward to working with you!

Elizabeth Brost

Elizabeth Brost, Conservation Easement Coordinator

Farmland Preservation Program

Michigan Department of Agriculture

and Rural Development

www.michigan.gov/farmland

broste@michigan.gov

517-243-7949



Draft MI Ag Preservation Program Grant.doc

87K

Grant Agreement
Regarding the
Michigan Agricultural Preservation Program

Between the
Michigan Department of Agriculture and Rural Development
and
Barry County

March 15, 2023 – March 14, 2025

**Michigan Department of Agriculture and Rural Development
Michigan Agricultural Preservation Program**

By authority granted under Act. No. 65 of the Public Acts of 2019, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the Barry County (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$604,800.00.

The grant shall be effective from March 15, 2023 through March 14, 2025.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Dated this _____ day of _____, 2023

David Jackson, Chair,
Barry County Board of Commissioners
County of Barry

Dated this _____ day of _____, 2023

James Johnson, Director
Environmental Stewardship Division

Michigan Department of Agriculture and Rural Development
Grant Agreement

TITLE: Michigan Agricultural Preservation Program

GRANTEE/ADDRESS: Dave Jackson, Chairman
Board of Commissioners
County of Barry
220 W. State St.
Hastings, Michigan 49058
Phone: 616-437-0296
E-mail: djackson@barrycounty.org

**GRANT ADMINISTRATOR/
ADDRESS:** Elizabeth Brost
Michigan Department of Agriculture and Rural
Development
Environmental Stewardship Division
P.O. Box 30017
Lansing, Michigan 48909
Phone : 517-243-7949
E-Mail: broste@michigan.gov

**TOTAL AUTHORIZED
BUDGET:** \$604,800.00

GRANT NUMBER:

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this

covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

F. Unfair Labor Practices

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

I. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

J. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

K. Electronic Funds Transfer

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService> .

L. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The purpose of this grant program is to assist local units of government with purchasing development rights on agricultural land through the recording of a permanent conservation easement.

B. Statement of Work

The Grantee shall purchase an agricultural conservation easement on the property listed below. The Grantor and/or the Grantee reserve the right to alter the legal description due to prices paid for the development rights, the ability to obtain a good and clean title, and any other unforeseen circumstances. Additional parcels may not be added to this list.

Property	Size	Location
Barry County – Susan K. Butler	280 Acres	Legal Description – Susan K. Butler Parcel no.: 08-10-035-010-00, 08-10-035-100-00, 08-10-036-100-00 Description: The Northwest 1/4 of Section 36, Town 2 North, Range 7 West, Barry County Michigan; AND ALSO The West 1/2 of the East 1/2 of the Northeast 1/4 of Section 35, Town 2 North, Range 7 West, containing 40 acres, Barry County, Michigan; AND ALSO The Northwest 1/4 of the Northeast 1/4 of Section 35, Town 2 North, Range 7 West, containing 40 acres, Barry County, Michigan; AND ALSO The East 1/2 of the East 1/2 of the Northeast 1/4 of Section 35, Town 2 North, Range 7 West, containing 40 acres Barry County, Michigan

The Grantee shall:

1. Perform necessary legal and administrative actions to ensure proper acquisition and recordation of a valid agricultural conservation easement for

the development rights purchased from the property description listed above.

- a. Operate and manage each conservation easement in accordance with the Grantee's program, this agreement, and Part 362 of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended.
 - b. Prohibit all non-agricultural uses of the encumbered properties, except for recreational uses such as hiking, hunting, fishing, boating, and horseback riding that will not conflict with the purpose of the easement.
 - c. Prepare a baseline report documenting the conditions of the property at the time of easement. The baseline report shall be reviewed as an exhibit within the conservation easement at the local Register of Deeds.
2. Ensure the conservation easement acquired under this agreement:
- a. Runs with the lands in perpetuity.
 - b. Prevents the land from being converted to nonagricultural uses.
 - c. Provides for the administration, management, and enforcement of the easement by the Grantee.
 - d. Includes the following language under "Contingent Right in the State of Michigan" provision:

"In the event that the (Grantee merge field) fails to enforce any of the terms of this easement [or other interests in land], as determined in the sole discretion of the Director of the Michigan Department of Agriculture and Rural Development, the said Director of the Michigan Department of Agriculture and Rural Development and his or her successors and assignees shall have the right to enforce the terms of the easement through any and all authorities available under federal or state law. In the event that the (Grantee merge field) attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement [or other interests in land] or extinguish the conservation easement without the prior consent of the Director of the Michigan Department of Agriculture and Rural Development and payment of consideration to the State of Michigan, then, at the option of such Director, all right, title, and interest in this easement [or other interests in land] shall become vested in the State of Michigan."
 - e. Include signature of a responsible State of Michigan official on the conservation easement, accepting the State of Michigan's property interest in the easement.
3. Pay all costs of conservation easement acquisition.

- a. Use all funds for the acquisition of development rights from approved property.
 - b. Funds may not be used for closing or related administrative costs incurred in acquiring the conservation easement.
 - c. Ensure the consideration paid to the landowner for the conveyance of the conservation easement is no more than fair market value of the land conveyed.
 - d. The Grantee will be reimbursed not more than 75 percent of the value of the conservation easement acquired.
4. The Grantee and the Grantor shall co-hold the title to any conservation easement. Monitoring and enforcement of the easement will remain the responsibility of the Grantee.
5. Ensure the title to the property or interests therein shall be unencumbered or, if encumbered by outstanding or reserved interests, ensure any outstanding interest are subordinated to the conservation easement.
6. Assure proper title evidence is secured and the title of the interest acquired by the State of Michigan is insured to the amount of the Michigan Agriculture Preservation Fund price paid for the State of Michigan interest, and named on the title policy.
7. Ensure that American Land Title Association (ALTA) title insurance will be issued for the acquisition and the title insurance company is approved by the State Insurance Commissioner. In the event of a failure of title, the Grantee will reimburse the Grantor for the amount paid.
8. Monitor the property under easement on an annual basis to ensure that the conservation easement is being implemented according to the easement provisions. Monitoring shall occur each year starting the year after the easement is recorded with local register of deeds.

C. Budget

This is a deliverable based grant funded by state restricted revenue from the Michigan Agricultural Preservation Fund.

The maximum amount available is \$604,800.00

Match Contribution

The Grantee or designated escrow agent must disburse a minimum 25 percent of the payment, representing the easement purchase price, to the landowner at the time of closing. Landowner donation of a portion of the value of the development rights may be considered as part of the entity's matching offer.

D. Payment Schedule

Payment will be made prior to the closing date on the conservation easement, and upon receipt of required documents listed in Reporting F.1.

E. Audit

The project will be subject to audit by the State who may review the adequacy of the financial management/reporting system during, or at any time subsequent to, the award.

F. Reporting

All documents shall be submitted to MDA-ESD-Grants@michigan.gov.

1. Thirty days before the closing date, the Grantee will submit:
 - a. Final draft conservation easement for signature.
 - b. Letter from the title company indicating the closing date, commitment, and estimated closing costs. The State of Michigan's share of the cost of the development rights should be indicated in the letter.
 - c. Copy of the appraisal documenting the value of the development rights.
2. Thirty days after the closing date, the Grantee will submit:
 - a. Title policy.
 - b. Recorded easement with baseline report recorded as exhibit.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: March 14, 2023, BOC

DEPARTMENT: Barry County Conservation Easement Board

PREPARED BY: Heather Wing

SUBJECT: Approval of Conservation Easement and Purchase Agreements

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the purchase agreement and conservation easement between Barry County and James and Barbara Wickham for property located in Carlton Township and authorize the chair to sign.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval of the purchase agreement and conservation easement between Barry County and James and Barbara Wickham for property located in Carlton Township and authorize the chair to sign.

DESCRIPTION OF ACTION: On November 17, 2020 the Barry County Board of Commissioners authorized the Conservation Easement Board to submit the grant application of the Wickham Farm to the Michigan Department of Agriculture for the Michigan Agricultural Preservation Grant Program. In February of 2021, that grant application was approved for funding, grant number 210000001749. Barry County was awarded \$130,000.00 for the purchase of the development rights of the Wickham Farm. During the course of the last two years the farm has been appraised, surveyed, had a baseline report written and a title commitment completed. The Purchase agreement and the conservation easement are formal documents that will need to be approved by the Board of Commissioners prior to signing the closing documents and the disbursement of funds. Once these documents are approved a closing date will be determined and approval for authorization for the Chair to sign the closing documents and the disbursement of funds will be requested.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO not at this time

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: Board of Commissioners, Administration Staff

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached agreements.

CONTACT PERSON WITH PHONE NUMBER: Heather Wing 269-275-2351

AGRICULTURAL LAND EASEMENT PURCHASE AGREEMENT
(CASH – WICKHAM PROPERTY)

THIS AGRICULTURAL LAND EASEMENT PURCHASE AGREEMENT (the “**Purchase Agreement**”) is made and entered into as of the date of the last signature of Purchaser and Seller herein (the “**Effective Date**”), by and between **County of Barry**, a Michigan municipal corporation, of 220 W. State St., Hastings MI 49058 (“**Purchaser**”) and Barbara Ann Wickham and James J. Wickham, wife and husband, pursuant to the power to convey reserved in certain deeds recorded March 2, 2016 in Instrument No. 2016-001981, 2016-001979 and 2016-001980, whose address is 10718 Davenport Rd., Woodland MI 48897 (“**Seller**”), upon the following terms and conditions:

1. **Description of Property.** Seller is the owner of real property consisting of approximately 100 acres of land which consists of tax parcel nos. 08-04-023-430-00, 08-04-023-440-00 and part of 08-04-023-450-00, located in Carlton Township, Barry County, Michigan, as more particularly described on EXHIBIT “A” attached hereto and made a part hereof (“**Property**”). The legal description and acreage of the Property contained and used in the Easement (as defined below) shall be verified by and conform to the legal description certified in the Survey and the description insured by the Title Commitment.

2. **Sale and Purchase.** Subject to the terms hereof at Closing, Seller shall grant, convey and warrant to Purchaser and Purchaser shall acquire and accept from Seller an agricultural land easement in the form attached hereto as EXHIBIT “B” (“**Easement**”) pursuant to which the development and use rights to the Property are restricted. Said Easement shall be subject to (i) easements, covenants and restrictions of record acceptable to Purchaser pursuant to the terms hereof, (ii) governmental regulations and ordinances and (iii) current real estate taxes and assessments not yet due and payable as of Closing. Purchaser shall have the right to object to the items described in (i)-(iii), in accordance with the provisions of Section 8 below.

3. **Purchase Price/Deposit.**

(a) The purchase price (“**Purchase Price**”) for the Easement shall be One Hundred Thirty Thousand Dollars (\$130,000.00). The Purchase Price shall be paid in full at Closing by wire transfer or check drawn on immediately available funds in exchange for Seller executing and delivering to Purchaser the Easement in recordable and insurable form, subject only to the Permitted Exceptions.

(b) Within five (5) days of the date on which Seller delivers to Purchaser an executed counterpart of this Purchase Agreement, Purchaser shall deliver to Chicago Title Company (“**Title Company**”) a check in the amount of One Hundred Dollars (\$100.00) as earnest money deposit (“**Deposit**”). The Deposit shall be returned to Purchaser or retained by Seller as the case may be, in accordance with the terms of this Purchase Agreement. Upon the expiration of the title review period as described in Section 8 below and the waiver by Purchaser of the contingencies to be satisfied within the Inspection Period as described in Section 9 below, the Deposit shall be non-refundable (except for subsequent title defects resulting from the acts or omissions of persons other than Purchaser or from Seller’s default or as otherwise provided

herein). The Deposit shall be retained by the Title Company pending Closing and applied as a credit or returned as provided in this Purchase Agreement.

4. **Duration of Offer.** Seller execution of this agreement will remain valid and irrevocable for twenty (20) days following the date of Seller's signature. In the event Purchaser fails to execute this offer and deliver a signed copy of same to Seller within twenty (20) days of Seller's delivery to Purchaser of a signed copy of this Purchase Agreement, this Purchase Agreement shall be null and void. This Purchase Agreement shall become a binding agreement upon Purchaser's delivery to Seller of a copy hereof executed by Purchaser.

5. **Conveyance of Easement.** At Closing, Seller and Purchaser shall execute and exchange, and Purchaser shall record at Purchaser's cost, the Easement subject only to the Permitted Exceptions.

6. **Title Insurance Commitment and Policy.** As soon as possible following the Effective Date, Purchaser shall obtain, at Seller's cost, a commitment for an ALTA owner's policy of title insurance with an effective date dated after the date hereof in the amount of the Purchase Price insuring the priority and binding effect on Seller and its successors and/or assigns of Purchaser's rights under the Easement on, over and across the Property, together with legible copies (to the extent available) of all items of record ("**Commitment**"), from the Title Company. Purchaser's rights to review and object to the Commitment are described in Section 8 below. Purchaser's obligation to close shall be contingent upon the Title Company irrevocably committing to issue to Purchaser at Closing the policy of title insurance insuring Purchaser's rights under the Easement, in the amount of the Purchase Price in form acceptable to Purchaser. Purchaser shall be responsible for any standard premium expense invoiced by the Title Company. Purchaser may request that the title commitment be updated prior to Closing and if such update reflects any additional encumbrances other than those previously approved by Purchaser pursuant to Paragraph 8 below, Purchaser may object to same and pursue those alternatives provided in Paragraph 8.

7. **Survey.** Within three (3) days hereof, Seller shall provide to Purchaser copies of any surveys Seller has in its possession, custody and/or control. Prior to Closing, Purchaser may obtain at Purchaser's cost, a survey of the Property in such form as Purchaser may require ("Survey"). If Purchaser fails to close for any reason other than Seller's default, Purchaser shall provide to Seller a copy of any such survey Purchaser may obtain, which shall be delivered without representation or warranty to Seller as to its accuracy and/or completeness.

8. **Title Review/Objections to Title.**

(a) Purchaser shall have until the date which is thirty (30) days after receipt of the updated Commitment referenced in Section 6 above and the updated Survey referenced in Section 7 above (and five (5) business days after Purchaser's receipt of any subsequently updated Commitment which Purchaser may obtain pursuant to Section 6) to provide Seller with notice of any objection to the condition of title based upon the Commitment, all items of record and any Survey ("**Objection Notice**").

(b) In addition to Seller's obligations under Section 8(d) below, Seller shall undertake all reasonable efforts at its own expense to remedy the objections to title identified in the Objection Notice to Purchaser's satisfaction, or to obtain a commitment for title insurance eliminating and insuring against the objections raised by Purchaser in form acceptable to Purchaser. If Seller is unable despite reasonable efforts to so address the objections within 30 days after receipt of the Objection Notice, Seller shall notify Purchaser in writing and Purchaser may elect to waive such objections and proceed to close or Purchaser may terminate this Purchase Agreement by written notice, or may extend the closing for up to ninety (90) days and require Seller to continue its efforts to remedy objections to title. If this Purchase Agreement is terminated, each party shall be discharged of any further obligations under this Purchase Agreement except as otherwise provided in this Purchase Agreement and the Deposit shall be paid to Purchaser.

(c) If the Purchase Agreement is not terminated pursuant to Section 8(b) but the identified defects cannot be cured or if appropriate title insurance cannot be obtained insuring against such defects in a manner deemed satisfactory to Purchaser, Purchaser shall have the option to waive its objections, or to terminate this Agreement, by providing seven (7) days advance written notice to Seller, and if Purchaser elects to terminate this Agreement, each party shall then be discharged from any further obligation under this Purchase Agreement except as expressly otherwise provided herein and the Deposit shall be returned to Purchaser forthwith.

(d) Notwithstanding anything herein to the contrary, Seller agrees that it shall, at its sole cost and expense, at Closing either (i) cause to be discharged of record any and all mortgages, tax liens or other consensual monetary liens (collectively "**Mortgages**") which may be reflected in the Commitment or (ii) cause each holder of such Mortgage ("**Lenders**") to approve and subordinate its interest to the Easement on terms and in form acceptable to Purchaser and the Title Company.

(e) Any title exceptions contained in the Commitment not objected to by Purchaser in Purchaser's Objection Notice or to which objections are waived shall be considered Permitted Exceptions.

9. **Inspection of Property.** For a period commencing on the date hereof and ending as of Closing Date ("**Inspection Period**"), Purchaser shall have the right, at Purchaser's sole expense, to inspect the Property, including investigating existing soil, wetlands and other conditions of the Property, and to satisfy such other conditions as Purchaser may determine relevant in its sole discretion, including matters revealed by any survey and those set forth in Section 12. If Purchaser fails to close for any reason other than Seller's default, Purchaser will provide Seller upon request with copies of all environmental reports pertaining to the Property in Purchaser's possession and/or control without any representation or warranty as to the accuracy and/or completeness of same. Any liens or encumbrances arising out of the activities of Purchaser or Purchaser's representatives on the Property prior to Closing shall be removed by Purchaser within thirty (30) days of delivery of written notice by Seller to Purchaser. If Purchaser determines the Property is unsatisfactory or the other contingencies to Purchaser's obligation to close are not satisfied (including those in Section 12 hereof), each in its sole discretion, Purchaser may, at its option at any time prior to Closing Date (the "Notification Date"), elect to terminate this Purchase Agreement by providing written notice to Seller of such termination. If Purchaser elects to terminate this Purchase Agreement due to its dissatisfaction with the results of its investigations,

the Deposit shall be returned to Purchaser, Purchaser shall provide Seller with copies of all of Purchaser's environmental reports and surveys obtained by Purchaser (without representation or warranty as to the accuracy and/or completeness thereof), and the parties shall have no further rights or obligations under this Purchase Agreement except for obligations which expressly survive the termination under the terms of this Agreement. If Purchaser does not provide Seller with notice of termination on or before the Closing, Purchaser shall be deemed to have elected not to terminate this Purchase Agreement and the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Purchase Agreement.

10. **Seller's Disclaimers, Representations and Warranties.** Seller represents and warrants unto Purchaser, as of the Closing Date and to survive thereafter notwithstanding any inspections or the delivery of any closing documents, the following:

(a) Seller has no actual knowledge of any environmental contamination at the Property.

(b) Seller is the owner of fee simple indefeasible title to the Property subject to the Permitted Exceptions;

(c) There are no liens, leases or easements affecting the Property that will not be terminated, discharged or subordinated to the Easement as provided in this Purchase Agreement prior to Closing (as defined in Section 13);

(d) From the Effective Date of the Purchase Agreement until the Closing Date (defined below), Seller shall (i) maintain the Property in a reasonable manner and in compliance with law and (ii) permit no wasting of the Property.

(e) From the Effective Date of the Purchase Agreement until the Closing Date, Seller shall not, without Purchaser's consent, transfer all or any portion of the Property, create any lien or encumbrance thereon, grant any easements or rights of way, or enter into any contract relating to the Property which is not subordinate to the Easement.

(f) Seller is not a "foreign person" as defined in §1445(f) (3) of the Internal Revenue Code and regulations promulgated thereunder.

(g) There are no lawsuits, condemnation proceedings or environmental investigations by governmental authorities, pending or, to Seller's knowledge, threatened, affecting the Property or Seller's ability to grant the Easement.

(h) Seller has received no written notice of any violation or alleged violation of any legal requirement, including, without limitation, any notice of violation or alleged violation of any local, state or federal environmental law, ordinance, code, regulation, rule or order with respect to the Property. Prior to Closing, Seller shall provide to Purchaser promptly upon Seller's receipt thereof, copies of any written notices received by Seller indicating the Property may fail to comply with any applicable law, rule and/or regulation.

(i) There are no service, maintenance or other contracts or agreements of any kind or nature between Seller and a third party affecting the Property that would conflict with the terms or priority of the Easement or which would bind Purchaser.

(j) Seller has obtained all approvals, authorizations and consents to the extent necessary for the execution of this Purchase Agreement by Seller and shall provide copies of same to Purchaser upon request. The party executing this Purchase Agreement on behalf of Seller represents and warrants to Purchaser that it has all requisite authority and has obtained all necessary consents, if any, to execute this Purchase Agreement on behalf of Seller.

(k) Pursuant to United States Presidential Executive Order 13224 (“Executive Order”) and related regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time are determined to have committed, or to pose a risk of committing or supporting, terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the “**List**”), published and regulated by OFAC. The names, including aliases, of these persons or entities (“**Blocked Persons**”) are updated frequently. In addition, OFAC enforces other Executive Orders which, from time to time, impose restrictions on transactions with, or involving certain countries. Seller hereby certifies and represents that neither it, nor any of its owners, members of its governing body, management, employees or agents is on the List or is acting for, or on behalf any person or entity on the List. Seller further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the term of this Agreement.

Nothing herein shall be deemed to limit Purchaser’s rights and remedies under the Easement. In addition, any claim by Purchaser including its successors and assigns against Seller or its successors and assigns regardless of the basis shall be without recourse to the Seller’s limited partners and their successors and assigns.

11. Purchaser’s Representations and Warranties. Purchaser represents and warrants unto Seller, as of the Closing Date and to survive thereafter notwithstanding delivery of any closing documents, the following:

(a) Except as provided herein, no third-party approvals are required for the consummation by Purchaser of the transactions contemplated by this Purchase Agreement.

(b) Purchaser has full power and authority to enter into this Purchase Agreement and carry out the transactions contemplated hereby, and the persons executing this Purchase Agreement on behalf of Purchaser are duly authorized to execute this Purchase Agreement and any documents reasonably necessary to carry out the transactions contemplated by this Purchase Agreement. This Purchase Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

12. **Conditions Precedent.** The obligation of the Purchaser to purchase the Easement and close on this transaction is conditioned upon each of the following conditions precedent being fulfilled on or before the Closing:

(a) The removal and/or waiver by Purchaser of the due diligence and title contingencies in Sections 8 and 9 of this Purchase Agreement, or in the event of Purchaser's nonremoval of any title contingencies because of Purchaser's objections, Seller's timely remedy of any of Purchaser's title objections to the satisfaction of Purchaser on or before the Closing;

(b) Prior to closing, final approval by the State of Michigan, which is providing the entire amount of the Purchase Price, for the expenditure of funds for the acquisition of the Easement, and approval of the form of Easement and at or prior to closing the receipt of funding by Purchaser or availability of said amount for the purchase;

(c) The delivery of those items required of Seller at Closing as set forth in Section 13 of this Purchase Agreement; and

(d) All of Seller's representations, warranties and agreements contained in Sections 10 of this Purchase Agreement shall be true and correct as of the date hereof and on the Closing Date.

If any of the foregoing conditions precedent has not occurred prior to the Closing Date, then this Purchase Agreement shall be voidable at the sole discretion of Purchaser upon delivery of written notice to Seller. If notice of termination is given by Purchaser, except for any obligations that the Purchase Agreement states shall survive the Closing, the parties shall have no further obligations under this Purchase Agreement.

13. **Closing.** Subject to the prior to the satisfaction or waiver by Purchaser of all conditions precedent referenced in Section 12, Purchaser and Seller shall close this transaction (the "**Closing**") no later than June 30, 2023 (the "**Closing Date**"). Purchaser may elect at any time to close prior to June 30, 2023, such election is to be made by providing written notice of such election to Seller at least ten (10) days prior to the desired closing date. The Closing shall take place at the Title Company. At Closing, the following documents, in such form and content as is reasonably satisfactory to the parties, shall be executed by the parties and delivered as provided below:

(a) Seller shall execute and deliver an Easement to the Property in the form attached hereto to Purchaser subject only to the Permitted Exceptions to which Purchaser consents in writing or waives its objections thereto pursuant to this Purchase Agreement, failing which Purchaser may pay that portion of the Purchase Price required to place title in the condition for Seller's performance.

(b) Seller shall execute and deliver an Owner's Affidavit on the Title Company's standard form to the extent applicable to this transaction;

(c) Seller shall deliver recordable discharges, releases or subordinations for any existing liens, land contracts or mortgages as required by Section 8(d);

(d) The parties shall execute and deliver a mutually acceptable Closing Statement showing the Purchase Price and all settlement charges;

(e) Seller shall execute a Non-Foreign Person Affidavit in compliance with applicable law;

(f) Seller and Purchaser shall each execute and deliver a certificate of the applicable signing party attesting to the continuing validity of that party's disclaimers, representations and warranties set forth in this Purchase Agreement; and

(g) The parties shall execute and deliver such other documents as are reasonably necessary to complete this transaction including any documents required by the Title Company to provide the title insurance required by this Purchase Agreement.

At Closing, Purchaser shall tender the Purchase Price to the Title Company to be held in escrow pending Seller's delivery of the closing documents due from it. Upon Closing, the Purchase Price shall be remitted to the Seller in accordance with the executed Closing Statement.

14. **Destruction or Damage.** In the event of destruction or damage to the Property prior to the Closing Date, Purchaser shall, at its option, within fifteen (15) days of receipt of written notice from Seller of any such destruction or damage, or if Purchaser otherwise determines such damage has occurred, have the right to (a) proceed and go forward with the transaction; or (b) declare the transaction to be void and of no further force or effect. The failure of Purchaser to timely exercise this option shall be deemed an election by Purchaser to proceed with this transaction.

15. **Condemnation.** In the event that notice of any action, suit or proceeding is given prior to the Closing Date for the purpose of condemning any part of or interest in of the Property, then Purchaser shall have the right to terminate its obligations by giving notice to Seller within fifteen (15) days after receiving notice of such condemnation proceeding, and upon such termination, the proceeds resulting from such condemnation shall be paid to Seller. In the event Purchaser does not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned and belong to Purchaser at the Closing. The failure of Purchaser to timely exercise this option shall be deemed an election by Purchaser to receive the proceeds of such condemnation and to complete the transaction.

16. **Indemnity.** Seller shall indemnify, defend and hold Purchaser harmless from and against any claims relating to the Property and which arise prior to or on the Closing Date.

17. **Purchaser's Default.** In the event Purchaser defaults in the obligation to close in accordance with the terms and conditions of this Purchase Agreement, and such default continues for a period of ten (10) days after delivery of written notice of such default, then Seller shall be entitled to terminate this Purchase Agreement, retain the Deposit and to receive from Purchaser (without representation) copies of all surveys and environmental reports obtained by Purchaser relating to the Property as Seller's sole and exclusive remedy; provided, however, the rights provided in this provision shall be in addition to any rights of Seller and obligations of Purchaser

contained in Section 9 of this Purchase Agreement which the parties acknowledge and agree survive termination of the Purchase Agreement.

18. **Seller's Default.** In the event Seller defaults in the performance of the terms and conditions of this Purchase Agreement, then Purchaser may pursue a claim for specific performance or may terminate this Agreement. The foregoing shall be Purchaser's sole and exclusive remedy.

19. **Adjustments and Prorations.** All taxes and benefit charges affecting the Property for which bills have been issued prior to the Closing Date shall be paid by Seller. All real estate taxes and assessments, whether applicable to periods before or after the Closing Date, shall not be prorated, it being agreed that Seller shall remain solely responsible for same. Seller shall, at Closing, pay any and all state and local transfer taxes due upon the recordation of the Easement at Closing.

20. **Brokerage.** Both Seller and Purchaser represent to the other that no broker is involved in this transaction. The parties shall each be responsible for any claim of brokerage commission due a broker, respectively, including payment of attorney's fees resulting from such representation being untrue.

21. **Miscellaneous.** This Purchase Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no representations, undertakings or agreements between them that are not set forth in this Purchase Agreement. For any future agreement or understanding related to the subject matter of this Purchase Agreement to be effective between the parties, it must be in writing signed by the parties sought to be bound thereby.

22. **Cooperation of Seller.** Except as otherwise provided herein, Seller shall provide the necessary consents, signatures, approvals, certifications and the like as may from time to time be required of Purchaser relating to the Property under governmental statutes and ordinances in connection with any application or request filed with a governmental agency by Purchaser in connection with Purchaser's application to any governmental agency for any required permit, approval or consent. Any such actions required of Seller shall be at no expense to Seller and shall be nonrecourse.

23. **Severability.** In case any one or more of the provisions contained in this Purchase Agreement shall for any reason be held to be invalid, illegal or unenforceable in any way, then all the remaining provisions of the Purchase Agreement shall remain in full force and effect to the extent permitted by law.

24. **Binding Effect.** This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.

25. **Construction.** Purchase Agreement shall be construed in accordance with the laws of the State of Michigan.

26. **Time is of the Essence.** Time is of the essence in this Purchase Agreement.

27. **Execution in Counterparts.** This Purchase Agreement may be executed in counterparts and transmitted by electronic means as if all parties had physically signed the same instrument.

28. **Survival.** The representations and agreements of the parties contained in Sections 9, 10, 11, 16 and 20 of this Purchase Agreement shall survive the Closing of the sale to the extent provided therein.

29. **Notices.** All notices which are required or may be given under this Purchase Agreement shall be in writing, and shall be delivered by hand, by first-class mail, or by facsimile followed by mail to the party at the address set forth below. The date of delivery of the notice shall be date of mailing or hand delivery:

If to Seller:	Barbara & James Wickham 10718 Davenport Rd. Woodland MI 48897
If to Purchaser:	Barry County 220 W. State St. Hastings, Michigan 49058 Attn:
With a copy to:	Barry A. Lonik Treemore Ecology & Land Services 11300 Island Lake Road Dexter, Michigan 48130
With a copy to:	James F. Scales Mika Meyers PLC 900 Monroe Avenue NW Grand Rapids MI 49503

[signatures on following page(s)]

IN WITNESS WHEREOF, the Purchaser and Seller have executed this Purchase Agreement on the dates shown below.

PURCHASER:

COUNTY OF BARRY,
a Michigan municipal corporation

BY: _____
David Jackson

Its: Chair, Board of Commissioners

Date: _____, 2023

SELLER:

BY: _____
Barbara Ann Wickham

Date: _____, 2023

BY: _____
James J. Wickham

Date: _____, 2023

EXHIBIT “A” TO PURCHASE AGREEMENT

LEGAL DESCRIPTION

Land situated in the Township of Carlton, County of Barry, State of Michigan, is described as follows:

The North 1/2 of the Southeast 1/4 of Section 23, Town 4 North, Range 8 West, Carlton Township, Barry County, Michigan, EXCEPT the South 660 feet of the East 308.88 feet thereof. ALSO EXCEPT, Beginning at a point on the East-West 1/4 line of Section 23, Town 4 North, Range 8 West, Carlton Township, Barry County, Michigan, distant East, 1200 feet from the center of said Section 23; thence West 1200 feet along said East-West 1/4 line to said center of Section 23; thence South along the North-South 1/4 line of said Section 23 to the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 23; thence East 1100 feet along the South line of the North 1/2 of the Southeast 1/4 of said Section 23; thence Northeasterly to the point of beginning.

ALSO

The South 1/2 of the Southeast 1/4 of Section 23, Town 4 North, Range 8 West, Carlton Township, Barry County, Michigan, EXCEPT the East 330 feet thereof. ALSO EXCEPT the West 10 acres thereof.

Tax Parcel Number(s): 08-04-023-450-00 and 08-04-023-430-00 and 08-04-023-440-00

EXHIBIT “B” TO PURCHASE AGREEMENT
FORM OF EASEMENT

AGRICULTURAL CONSERVATION EASEMENT

State Easement No. 08-LR5027-123199

BY THIS AGRICULTURAL CONSERVATION EASEMENT, made this _____ day of _____, 2023, that **BARBARA ANN WICKHAM AND JAMES J. WICKHAM**, wife and husband, pursuant to the power to convey reserved in certain deeds recorded March 2, 2016 in Instrument No. 2016-001981, 2016-001979 and 2016-001980, whose address is 10718 Davenport Rd., Woodland MI 48897 (“Grantor”), conveys and warrants to **COUNTY OF BARRY**, whose address is 220 W. State St., Hastings MI 49058 (“Local Grantee”) and the **MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR AND ON BEHALF OF THE STATE OF MICHIGAN** (“State Grantee”), whose address is Michigan Department of Agriculture and Rural Development, Environmental Stewardship Division, P. O. Box 30449, Lansing, Michigan 48909, an Agricultural Conservation Easement (“Easement”) on the following described premises (“Property”) situated in the Township of Assyria, County of Barry, State of Michigan:

PROPERTY DESCRIPTION:

See Exhibit “A” Attached

[insert tax ID number(s) and easement acreage here or in Exhibit A]

Both State Grantee and Local Grantee are collectively referred to as Grantee, if not referred to individually.

CONSERVATION VALUES:

WHEREAS, The Property consists of prime, productive agricultural land, with the majority of the soils being classified as prime farmland and farmland of local importance by the Natural Resources Conservation Service and the primary purpose of this Easement is to protect the agricultural soils, agricultural viability and general productive capacity of the Property in perpetuity; and

WHEREAS, Preservation of the Property will create a buffer between parcels under development pressure and adjacent farmland and will therefore aid in protecting that farmland; and

WHEREAS, Preservation of the Property will act as a positive demonstration project for the area and will support existing farmland preservation efforts in the community; and

WHEREAS, The parties agree the natural characteristics, ecological features, physical and man-made conditions of the Property are documented in a Baseline Documentation Report (“Baseline”) dated _____, 2023, prepared by and on file at the office of Local Grantee, which is incorporated herein by reference and attached as Exhibit B, signed and acknowledged by Grantor and a representative of Grantee, such Baseline identifying relevant features of the Property and consisting of reports, maps, photographs and other documentation that the parties agree provides an accurate representation of the Property at the time this Easement is recorded, and is intended to serve as an objective information baseline for monitoring and enforcing compliance with the terms of this grant, however Grantee is not limited to the use of the Baseline to show a change of conditions; and

WHEREAS, Grantor desires to grant an Agricultural Conservation Easement in order to preserve the conservation values of the Property as established and defined by the Baseline through a continuation of the land use patterns including, without limitation, those existing at the time of the grant that do not significantly impair or interfere with those values; and

WHEREAS, Grantee desires to acquire an Agricultural Conservation Easement with respect to the Property; and

WHEREAS, The Property is currently comprised of three separately acquired parcels owned by Grantor which are currently assigned three separate tax parcel numbers. Unless otherwise permitted by Grantee, Grantor shall maintain such parcels comprising the Property and all interests therein under common ownership as though a single parcel; and

WHEREAS, Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by local, State and federal laws and regulations. Grantee shall have no obligation for the upkeep and maintenance of the Property;

NOW, THEREFORE, BE IT RESOLVED, that Grantee and Grantor freely sign this Easement to accomplish its conservation purposes.

WITNESSETH: For and in consideration of the sum of \$130,000.00 and the mutual covenants recited below, and other good and valuable consideration, Grantor grants, conveys and warrants to Grantee a perpetual Agricultural Conservation Easement over, under, upon and across the Property pursuant to the Barry County Farmland Preservation Ordinance subject to the following terms and conditions:

PURPOSE: To perpetually preserve the Property’s agricultural use, including the protection of prime, unique or important soils, by preventing any use that would significantly impair or interfere with the conservation values as established or defined by the Baseline (“Purpose”).

1. RESTRICTIONS. The Property shall be subject to easements and building and use restrictions of record, and further subject to the following conditions:

- (a) In accordance with the boundaries identified in the Baseline, Grantor may convey ownership of parcel 08-04-023-450-00 separately from parcels 08-04-023-430-00 and 08-04-023-440-00. Ownership of the 308.88' by 660' portion of parcel 08-04-023-450-00 not subject to the easement may be separated from ownership of the remainder of parcel - 450, but ownership of the remainder of parcel-450 shall not be divided. Parcels 08-04-023-430-00 and 08-04-023-440-00 shall remain under common ownership and shall not be divided. Notwithstanding the permitted division, all parcels will remain subject to this Easement and the right of construction shall not apply to any parcel placed in separate ownership. The construction or placement of new residences on any of the parcels permitted to be divided in ownership as provided herein or otherwise are prohibited. Grantor shall provide at least ninety (90) days notice before making a conveyance placing the properties described in this subsection into separate ownership and obtain approval from Local Grantee of such division.
- (b) Commercial or industrial activity that is inconsistent with agricultural use as defined in 2(a) is prohibited on the Property. Storage, retail or wholesale marketing or processing of agricultural products is a permitted use if more than 50% of the stored, processed or merchandised products are produced by the farm operator on the Property for at least three (3) of the immediately preceding five (5) years.
- (c) Installation of new utilities is prohibited, except that Grantor may install utilities necessary for permitted uses of the Property as long as such installation is consistent with the Purpose of this Easement and is done in a manner that minimizes, to the greatest extent possible, impact on prime, unique and important soils. Under no circumstance may the topography be altered permanently. All earth movement must occur within a specific time frame, as determined by Local Grantee, and topography must be returned to pre-existing conditions in accordance with the Baseline. Future utility easements shall be subordinate to this Easement. Prior to any activity associated with a utility easement, Grantor shall notify Local Grantee and obtain approval for the proposed easement from Local Grantee.
- (d) The construction or placement of dwellings, buildings, camping accommodations, mobile homes or any other structures is prohibited, except as noted in this subsection. Non-residential structures may be built for uses consistent with farm operations located within the following Building Envelopes: (1) along Barnum Rd. in the southwest corner of Parcel 04-023-430-00 consisting of no more than 1.2 acres; and (2) in an area with dimensions of 150' along Charlton Park Rd. x 308.88' deep, which is north of and abutting the 308.88' x 660' exclusion from parcel 08-04-023-450-00 described in Exhibit A. For each Building Envelope, the total impervious surface area shall not exceed two percent (2%) of the Property. Structures built must be in conformance with all applicable federal, State and local laws, ordinances and regulations and located within the Building Envelope identified in the Baseline. Grantor shall notify Local Grantee in writing and obtain written approval for any construction or placement of a structure. No prior approval is required for the construction of fences and seasonal structures such as duck or deer blinds not exceeding two hundred (200) square feet in area.
- (e) Existing roads, as identified in the Baseline, may be maintained and repaired in their current state. No new roads may be constructed, except for unpaved roads necessary for agricultural operations on the Property if the impact to prime, unique and important soils is minimized. Grantor shall notify Local Grantee and obtain approval as provided in Section 3(b) before constructing any new road.

- (f) Grantor shall not engage in or permit any filling, excavating, dredging, mining or removal of topsoil, sand, gravel, rock, minerals or other materials, building of roads or changes in the topography of the land in any manner. This paragraph shall not prohibit Grantor from maintaining existing farm lanes, from utilizing topsoil, sand and gravel for the farming operation or from making landscape alterations consistent with existing agricultural practices. Grantor shall notify Local Grantee and obtain approval for any land modification in excess of one (1) acre. Local Grantee may not approve a land modification in excess of one (1) acre that is inconsistent with the preservation of the Property for agricultural uses.
 - (g) Grantor may explore for and extract natural gas and oil upon review and approval by Local Grantee. On or above surface exploration and extraction activities shall be limited to one (1) acre in size for the entire Property and the impact to all soils shall be minimized. The land area shall be returned to pre-exploration and extraction conditions within one (1) year from the date of discontinuance of the exploration and extraction operation. Any future leases associated with the exploration and extraction of oil and gas shall be subordinate to the terms and conditions of this Easement, and shall expressly limit surface operations as provided herein. Grantor shall notify Local Grantee and obtain approval for any exploration and extraction activity.
 - (h) Grantor shall not dump or accumulate waste or other unsightly or offensive material on the Property, and shall within fifteen (15) days after notice from Local Grantee remove such materials. This shall not be construed to preclude typical agricultural activities such as the disposal or use of plant and animal waste that is produced on the Property, so long as such activity is in accordance with all applicable federal, State, and local laws.
2. **PERMITTED USES.** Grantor retains all ownership and possession rights which are not expressly restricted by this Easement. In particular, the following rights are reserved:
- (a) **Agricultural Use.** Grantor retains the right to continue agricultural use on the Property. For purposes of this Easement agricultural use means use of substantially undeveloped land devoted to the production of plants and animals of value to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including cattle for breeding and grazing, swine, captive cervidae, equines and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. The management and harvesting of a woodlot is not considered to be an agricultural use but is a permitted activity under this Easement.
 - (b) **Right to Convey.** Grantor retains the right to sell, mortgage, bequeath, assign, lease or donate the Property. Any document of conveyance shall indicate the existence of this Easement, and incorporate within it the terms of the Easement. Any subsequent owner or beneficiary of an interest in the Property will be bound by all obligations in this Easement. Grantor will notify Local Grantee of the conveyance of any interest in the Property at least ninety (90) days before the conveyance.
 - (c) **Right to Maintain and Replace New Structures.** Grantor retains the right to build, add on to, maintain, renovate or replace structures (consistent with paragraph 1(d) regarding construction of structures) provided that the construction, repair and replacement of such new and existing buildings and impervious access roads does not exceed two percent (2%) of the total acreage of the Property. No new residential structure may be built or brought

onto the Property. Any expansion, replacement or addition of a non-residential structure may not substantially alter the conservation values of the Property. Grantor also retains, reserves and shall continue to enjoy and use the Property for all purposes which are consistent with the Purpose of this Easement.

- (d) **Forestry.** Grantor retains the right to conduct forestry activities for domestic and commercial purposes. “Domestic forestry” includes the cutting of firewood (only for heating of residences and other structures on the Property), blowdowns and dead and diseased trees; the removal of trees and hedge rows to improve the farming operation; and the removal of trees that pose threats to persons or property.
- (e) **Commercial Forestry.** Commercial forestry activities shall be in accordance with a Forest Management Plan prepared by or in consultation with a registered professional forester. The goals of such commercial timbering practices or plans shall include the preservation of the scenic characteristics of the woodlands and wetlands and the maintenance of a healthy forest, and shall assure sustainable forest productivity in a manner consistent with the Purpose of this Easement. No practice or plan shall include provisions allowing clear cutting or even-aged management. For the purposes of this subparagraph, “commercial forestry” shall mean any cutting of trees for sale or use off the property other than by Grantor for Grantor’s personal, non-commercial use. Permissible activities shall not materially impair the conservation values of the Property. Grantor shall notify and obtain approval for commercial forestry activities and submit a Forest Management Plan for review and approval from Grantee.
- (f) **Recreational & Educational Activity.** De minimus and undeveloped recreational and educational activity is permitted only if it is consistent with the Purpose of this Easement and does not adversely impact the soils and agricultural operations on the Property.
- (g) **Additional Rights:** Grantor retains the right to engage in all acts and uses that are not expressly prohibited herein and are consistent with the Purpose of this Easement.

3. **NOTICE OF INTENTION TO UNDERTAKE PERMITTED ACTIONS.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Easement.

- a) **Actions Not Requiring Notice or Approval.** Actions not requiring notice or approval include construction of fences and seasonal structures, certain land modifications and typical agricultural activities such as disposal or use of plant and animal waste and removal of trees and hedgerows. All actions not requiring notice or approval shall be subject to the limitations as set forth for the particular activity in the applicable subsection.
- b) **Actions Requiring Notice or Approval.** Grantee shall be notified in writing 90 days prior to activities requiring notice or approval. Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantor’s written notification. Grantee approval may be withheld only upon a reasonable determination that the action as proposed would be inconsistent with the provisions of this Easement or any applicable law.

4. **RIGHT TO ENTER.** Local Grantee shall have the right to enter upon the Property with advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Inspection shall be conducted at an agreed upon time between the Local Grantee and Grantor, and in the absence of such agreement Local Grantee may enter at any time following seven (7) days written notice. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources that this Easement is designed to protect, no advance notice is required. State Grantee shall have the same right of inspection. Grantee may not, however, unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Grantee has no right to permit others to enter the Property for purposes unrelated to this Easement. The general public is not granted access to the Property under this Easement.
5. **MONITORING.** Local Grantee shall conduct at least an annual monitoring visit of the Property verifying that Grantor is in compliance with the terms and conditions of this Easement, and shall submit an annual monitoring report, in a required format, to State Grantee.
6. **GRANTEE REMEDIES.**
- (a) **Grantee's Discretion.** Local Grantee has discretion to enforce, forbear or delay to exercise its rights under this Easement. A delay in enforcement shall not be construed as a waiver of Local Grantee's right to enforce the terms of this Easement, nor can such delay be used as an equitable defense in estoppel or laches.
- (b) **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, acts of trespassers or the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement and major tree disease, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.
- (c) **Notice and Demand.** If Local Grantee determines that Grantor is in violation of the Easement, or that a violation is threatened, Local Grantee will provide written notice, return receipt requested, to Grantor. The written notice will identify the violation and request corrective action within a time period specified in the notice to cure the violation or to restore the Property.
- (d) **Failure to Act.** If, for a 28-day period after written notice, Grantor continues violating this Easement, or if Grantor does not abate the violation and implement corrective measures requested by Grantee, Local Grantee may bring an action in law or in equity to enforce the terms of this Easement. If Local Grantee determines that the provisions of this Easement are not being complied with and the violation cannot be resolved with Grantor, then Local Grantee shall notify State Grantee of the alleged violation. Local Grantee shall be entitled to enjoin the violation through injunctive relief or to seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that Grantor has violated this Easement, then Grantor also agrees to reimburse all costs and attorney fees incurred by

Local Grantee and State Grantee. Local Grantee will notify and consult with State Grantee prior to taking any legal action.

- (e) **Grantor's Absence.** If Local Grantee determines that the Easement is, or is expected to be, violated, Grantee will make good faith efforts to notify Grantor. If, through reasonable efforts, Grantor cannot be notified, and if Local Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the conservation values, then Local Grantee may pursue its lawful remedies without prior notice and without awaiting Grantor's opportunity to cure. Grantor agrees to reimburse all costs associated with this effort.
 - (f) **Cumulative Remedies.** The preceding remedies of Local Grantee are cumulative. Any or all of the remedies may be used by Local Grantee if there is an actual or threatened violation of this Easement.
7. **CONTINGENT RIGHT OF STATE GRANTEE.** In the event that Local Grantee fails to enforce the terms of this Easement, as determined by the Director of the Michigan Department of Agriculture and Rural Development ("Director"), State Grantee shall have the same right to enforce the terms of this Easement as does Local Grantee. In the event that Local Grantee terminates, transfers or otherwise divests itself of any rights, title or interests in this Easement without the prior consent of the Director of the Michigan Department of Agriculture and Rural Development and payment of consideration to the State of Michigan, then, at the option of the Director, all of Local Grantee's right, title and interest in this Easement shall become vested in State Grantee.
8. **OWNERSHIP COSTS AND LIABILITIES.** Grantor retains ownership with full rights to control and manage the Property and shall bear all costs and liabilities of any kind related to property ownership, operation, maintenance and taxes, including maintaining adequate liability insurance.
9. **SUCCESSORS.** The covenants, terms, conditions and restrictions of this Easement shall run with the land and shall be binding upon, and inure to the benefit of, Grantor's and Grantee's heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property regardless of whether future conveyances of the Property expressly refer to this Easement.
10. **ASSIGNMENT.** Grantees, acting together, or any sole remaining Grantee which has acquired the rights of the other, shall have the right to assign this Easement to an organization or entity that is (i) a "qualified organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code (IRC) and is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the IRC and (ii) is a "not-for-profit" or "public body" entitled to hold this Easement in accordance with Michigan Compiled Laws 324.2140 et seq. (and any comparable successor sections of the IRC and Michigan law). Any assignee of this Easement, and its successors or assigns, shall have the same right to assign this Easement as herein provided to State and Local Grantee.

11. **MICHIGAN LAW.** This Easement will be construed in accordance with Michigan Law, and shall be enforceable against any subsequent owner of the Easement premises despite a lack of privity of estate or contract.
12. **SUBORDINATION.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
13. **LIMITATIONS ON AMENDMENT.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the IRC and the laws of the State of Michigan. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall not permit residences to be constructed on the Property and shall not permit any impairment of the significant conservation values of the Property. Any amendment shall be in writing and shall be filed in the office of the Register of Deeds for the County in which the property is located. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
14. **TITLE AND ENVIRONMENTAL WARRANTIES.** Grantor warrants that Grantor has good title to the property; that Grantor has the right to convey this Easement; and that all encumbrances on the Property have been disclosed to Grantee and subordinated in accordance with the paragraph titled Subordination, or as requested by Grantee. Grantor also warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.
15. **LIABILITY & INDEMNIFICATION.** Grantor shall indemnify, defend and hold harmless Grantee from any liability resulting from Grantor's negligent acts or those of Grantor's agents, employees, lessees and invitees including, but not limited to, the release, use or deposit of any hazardous substance on the Property.
16. **LIMITATIONS ON EXTINGUISHMENT.** This Easement is intended to be perpetual but may be terminated under limited circumstances in accordance with the standards and guidelines of the Agricultural Preservation Fund Board and the relevant portions of the Natural Resources and Environmental Protection Act of 1994 (NREPA), specifically MCL 324.36206(6) and MCL 324.36111b(7), as amended and to the extent consistent therewith the Barry County Farmland Preservation Ordinance. If approval for termination is given, Grantor must pay to State Grantee the current fair market value of the rights at the time of termination, as determined by a certified appraiser. The payment will be allocated to Local Grantee and State Grantee in the same proportion as the contribution for the original purchase of Easement. State Grantee's share will be placed in the Agricultural Preservation Fund established under Part 362 of NREPA, 324.36201 et seq., as amended. State Grantee will promptly remit the respective proportional payments to Local Grantee.

17. **CONDEMNATION.** If all or any part of the Property is taken by exercise of the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property being taken, and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Easement in connection with the taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of the paragraph titled Limitations on Extinguishment. The rights of Grantor and Grantee set forth in this paragraph shall be in addition to, and not in limitation of, any rights at common law.
18. **LIBERAL CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the grant to effectuate the purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
19. **SEVERABILITY.** If any provision of this Easement or the application of any provision to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and their application to other persons and circumstances shall not be affected.
20. **NO MERGER.** If Grantee obtains fee title to the Property, Grantee shall transfer the Easement to a qualified entity as defined by State and federal law cited in the paragraph titled Assignment.
21. **EFFECTIVE DATE.** Grantor and Grantee intend that the terms of this Easement are effective on the date this instrument is recorded in the applicable office of the Register of Deeds, after all required signatures have been affixed hereto. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Easement.
22. **NOTICES.** Any notices required or desired to be given, shall be in writing to the following address:

Local Grantee:

Barry County Conservation Easement Board
220 W. State St.
Hastings MI 49058

State Grantee:

Farmland Preservation Program/Environmental Stewardship Division
Michigan Department of Agriculture and Rural Development
P.O. Box 30449
Lansing, Michigan 48909

Grantor:

The address given above or to the owners of the Property or part thereof, at the address shown in the current assessment records of Carlton Township.

IN WITNESS WHEREOF, Grantor has signed this Agricultural Conservation Easement agreement on this _____ day of _____, 2023.

GRANTOR

pursuant to the power to convey reserved in certain deeds recorded March 2, 2016 in Instrument No. 2016-001981, 2016-001979 and 2016-001980

Barbara Ann Wickham

James J. Wickham

STATE OF MICHIGAN }
 }ss.
COUNTY OF _____ }

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared Barbara Ann Wickham and James J. Wickham, wife and husband, pursuant to the power to convey reserved in certain deeds recorded March 2, 2016 in Instrument No. 2016-001981, 2016-001979 and 2016-001980, to me known to be the same persons who executed the foregoing Agricultural Conservation Easement and acknowledged the same to be he/she/their own free act and deed.

_____, Notary Public
(print name)

_____ County, Michigan acting in

_____ County, Michigan

My Commission Expires: _____

**LOCAL GRANTEE
BARRY COUNTY**

_____, Notary Public
(print name)
_____ County, Michigan acting in
_____ County, Michigan
My Commission Expires: _____

IN WITNESS WHEREOF, the Grantee has signed this Agricultural Conservation Easement agreement on this _____ day of _____, 2023.

STATE GRANTEE
MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Farmland Preservation Program
Environmental Stewardship Division

Elizabeth A. Brost, Resource Analyst

STATE OF MICHIGAN }
 }ss.
COUNTY OF INGHAM }

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared Elizabeth A. Brost, Resource Analyst, to me known to be the same person who executed the foregoing Agricultural Conservation Easement, and acknowledged the same to be her own free act and deed.

Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham
County, Michigan
My Commission Expires: April 17, 2025

Prepared by and return to:
Barry County
220 W. State St.
Hastings MI 49058

EXHIBIT A
Legal Description

Land situated in the Township of Carlton, County of Barry, State of Michigan, is described as follows:

The North 1/2 of the Southeast 1/4 of Section 23, Town 4 North, Range 8 West, Carlton Township, Barry County, Michigan, EXCEPT the South 660 feet of the East 308.88 feet thereof. ALSO EXCEPT, Beginning at a point on the East-West 1/4 line of Section 23, Town 4 North, Range 8 West, Carlton Township, Barry County, Michigan, distant East, 1200 feet from the center of said Section 23; thence West 1200 feet along said East-West 1/4 line to said center of Section 23; thence South along the North-South 1/4 line of said Section 23 to the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 23; thence East 1100 feet along the South line of the North 1/2 of the Southeast 1/4 of said Section 23; thence Northeasterly to the point of beginning.

ALSO

The South 1/2 of the Southeast 1/4 of Section 23, Town 4 North, Range 8 West, Carlton Township, Barry County, Michigan, EXCEPT the East 330 feet thereof. ALSO EXCEPT the West 10 acres thereof.

Tax Parcel Number: 08-04-023-450-00 (part), 08-04-023-430-00 and 08-04-023-440-00

EXHIBIT B
Baseline Documentation Report

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, 3/14/23

DEPARTMENT: Information Technology

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: IT/GIS Deputy Director Position – Revised Job Description

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the attached revised job description for the IT/GIS Deputy Director position.

<u>SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):</u> Approval of the attached revised job description for the IT/GIS Deputy Director position.

DESCRIPTION OF ACTION: On November 8, 2022, the Board of Commissioners approved the creation of a Deputy IT/GIS Director position in an effort to develop and promote an existing employee from within the IT/GIS Department, as the IT/GIS Director plans to retire within the next year. The employee who was promoted to the position, has resigned, and the IT/GIS Director is looking to advertise the position. The approved job description requires a Bachelor's degree, and states that a Masters degree is preferred. The Director is requesting approval to revise the job description to require an Associates Degree, with a Bachelor's or Masters degree preferred, and to change the required certifications. This will allow the Director more discretion as he looks to fill the position. Changing these elements of the job description do not result in a need to reclassify the position. It will remain as a Grade 14, on the General Fund Department Head and Non-represented employees pay scale.

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: New

ANY OTHER PERTINENT INFORMATION: See attached job description with proposed revisions.

CONTACT PERSON WITH PHONE NUMBER:

David Shinavier, IT/GIS Director, 269-945-1400 ext. 1145, or Luella Dennison, Deputy County Administrator, ext. 1100



Barry County

Classification Title	IT/GIS Deputy Director
FLSA Status	Exempt

GENERAL SUMMARY

Under the supervision of the IT/GIS Director, assumes all responsibilities of the IT/GIS Director in the event of an extended absence. Responsible for the efficient and secure operation of the County's Local Area Network (LAN), Wide Area Network (WAN), and Wireless network. Assists the Director in annual budget preparation, policy development, and project planning. Supervises a desktop support staff and assists in escalated trouble cases. Makes limited purchase decisions regarding new and replacement equipment.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Responsible for the efficient and secure operation of the County's Local Area Network (LAN), Wide Area Network (WAN), and Wireless network.
- Assists the Director in annual budget preparation, policy development, and project planning.
- Supervises the desktop support staff and assists in escalated trouble cases.
- Assists the Director in purchasing decisions regarding new and replacement equipment.
- Installs software and updates, maintenance and security patches, including stand-alone programs not on the network.
- Assists the Director in overseeing the day-to-day administration of the county telephone system, the county backup system, the network security system, county website, network utilization, email services.
- Works with appropriate software and hardware vendors to diagnose and resolve issues related to the county's technology infrastructure.
- Serves as primary liaison between the State of Michigan Department of Technology, the Michigan State Police and Barry County regarding technology related communications.
- Assists the Director in meeting with the County Administrator, Department Heads, Elected Officials and Judges to discuss long-range automation plans, policies, large purchase decisions and other matters impacting current automaton processes.
- Performs related work as required.

MINIMUM QUALIFICATIONS

Required Education and Experience

Education: Bachelor's **Associate's** Degree in related tech field. Prefer **Bachelor's or** Master's in Information Technology.

Experience: 5+ years of experience with network administration and networking systems (TCP/IP) and personal computer technical experience.

Licenses or Certifications –

Project +

Certified Advanced Security Professional (CASP) **Preferred**

~~Chief Certified Information Security Officer (CCISO) – Preferred~~

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- Various software applications, including VOIP telephone administration software, Enterprise network backup software, Asset management and helpdesk software and Microsoft Office Products
- Latest industry security trends and threats
- County network structure, including Access Control Lists, Cisco, Juniper and Ubiquiti product lines, Networking, LAN/WAN, TCP/IP, Subnetting, Route/Switch networks, Active Directory, Local DNS servers, Microsoft Server Operating systems, and Virtualization technology
- Current technologies and pricing trends
- Principles and practices of budget development and monitoring
- English grammar, spelling, punctuation
- Modern office procedures, methods and computer equipment

Skill in:

- Verbal and written communication
- Decision making and problem solving
- Troubleshooting
- Time management and allocation
- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Assigning, prioritizing, monitoring, and reviewing work assignments

Ability to:

- Respond in a timely and effective manner to all types of disruption of the network functionality

- Assess and execute plans to mitigate downtime
- Ensure compliance with CJIS standards
- Understand and manage network protocols over radio bridge
- Properly secure wireless traffic from LAN network
- Access all areas of the County with data processing or communication equipment
- Meet schedules and deadlines of the work
- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries

WORK ENVIRONMENT/CONDITIONS

The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment			X
Outdoor environment		X	
Street environment (near moving traffic)	X		
Construction site	X		
Confined space		X	
In the community (homes, businesses, etc.)	X		
Warehouse environment	X		
Shop environment	X		
Other			
Exposures	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are rude or irate	X		
Individuals with known violent backgrounds		X	
Extreme cold (<i>below 32 degrees</i>)	X		
Extreme heat (<i>above 100 degrees</i>)	X		
Moving mechanical parts		X	
Fumes or airborne particles	X		
Toxic or caustic chemicals, substances or waste	X		
Loud noises (<i>85+ decibels</i>)		X	
Other			

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The position involves medium physical demands, such as exerting up to 50 lbs. of force occasionally, and/or up to 20 lbs. of force frequently, and/or up to 10 lbs. of force constantly to move objects.

Date created:	October 2022
Dates revised	Proposed March 2023

- At Barry County Community Mental Health Authority (BCCMHA), we provide treatment, recovery, and hope for individuals in the most effective, least restrictive manner to create the best possible environment for independence and wellness. As a provider of comprehensive behavioral health, substance use disorder services, and physical health care, our continuum of care extends to all ages and is provided in a person-centered, family-driven, and youth-guided manner. Individuals, families and youth have an empowered, decision-making role in how their care is delivered.
- Working together for wellness and recovery!

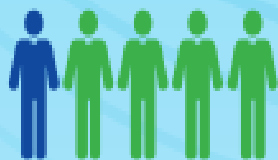


Barry County Community Mental Health Authority

(())

You are NOT ALONE

Millions of people are affected by mental illness each year. Across the country, many people just like you work, perform, create, compete, laugh, love and inspire every day.



1 in 5 U.S. adults
experience
mental illness

1 in 20

1 in 20 U.S. adults
experience serious
mental illness

17%

of youth (6-17 years)
experience a mental
health disorder

- SMI Barry Co. ~3,100
- MI Barry Co. ~ 12,700
- YMI Barry Co. ~ 10,800

• NAMI 2020



Barry County Community Mental Health Authority

- People with depression have a 40% higher risk of developing cardiovascular and metabolic diseases than the general population. People with serious mental illness are nearly twice as likely to develop these conditions.
- 32.1% of U.S. adults with mental illness also experienced a substance use disorder in 2020 (17 million individuals).
- The rate of unemployment is higher among U.S. adults who have mental illness (6.4%) compared to those who do not (5.1%).
- High school students with significant symptoms of depression are more than twice as likely to drop out compared to their peers.
- Across the U.S. economy, serious mental illness causes \$193.2 billion in lost earnings each year.
- 20.8% of people experiencing homelessness in the U.S. have a serious mental health condition.

• NAMI 2020



- Strategic focus areas 2023
 - Increase Integration
 - Increase access to treatment
 - Enhanced QI metrics
 - Engage in effective outreach
 - Social Determinates of Health



Barry County Community Mental Health Authority

- Applied Behavior Analysis (ABA)
- Assertive Community Treatment (ACT)
- Autism Testing
- Care Coordination
- Care Management
- Case Management Services
- Community Living Supports
- Emergency Services (crisis)
- Home Based Services
- Mobile crisis team
- Outpatient Therapy Services



Barry County Community Mental Health Authority

- Parent Support Partner
- Peer Support Specialist
- Psychiatric Services
- Recovery Coaching
- Skill Building Assistance
- Substance Use Disorder Prevention Services
- Substance Use Disorder Outpatient Therapy
- Supported Employment
- Veterans Services
- Wraparound Services



Barry County Community Mental Health Authority

- In addition, we are excited to be working towards becoming a Certified Community Behavioral Health Clinic (CCBHC), which allows integrated services that jointly address the medical and behavioral needs of those served. This means we have expanded access and services to include care management, care coordination, and primary care screenings. Our mission has expanded to serve all ages with mild to moderate behavioral health concerns, not just those with severe or persistent needs, including individuals with private health insurance.

● **CCBHC Expanded Services:**

Assertive Community Treatment (ACT) Team
31 Participants

Veterans Case Manager

Expanded Outpatient and Access Departments

Expanded Access

Q1 FY22 773 clients served

Q1 FY23 1092 clients served

Expanded Access for the Mild/Moderate
112 clients to date



Barry County Community Mental Health Authority

- **CCBHC Expanded Integration**
- Care Managers/Care Coordinators
 - Primary Care Screenings
 - Management of Health Conditions
 - Collaboration with other Providers



Barry County Community Mental Health Authority

- **CCBHC Expanded Training Opportunities for Staff:**
 - Trauma Focused Cognitive Behavioral Therapy
 - Motivational Interviewing
 - Health Equity
 - Dialectical Behavioral Therapy
 - Assessing and Managing Suicide Risk
 - LGBTQIA+ 101 and Pronouns



Barry County Community Mental Health Authority

- Funding
 - \$14.7 Million budget
 - 90% Medicaid
 - 10% GF, County, 3rd party, grants
 - ADM rate is 9.6



Barry County Community
Mental Health Authority

- **THANK YOU!**

- **Questions?**

3/14/2023				
		<u>PRE-PAID INVOICES</u>		
(First Meeting of the Month Only)				\$2,632,038.78
		<u>CLAIMS</u>		
				\$60,100.87
		<u>COMMISSIONER MILEAGE</u>		
				\$554.79

Prepaid Invoices

03/03/23		
From: Luella Dennison, Deputy County Administrator		
Re: February 2023 Prepaid Invoices		
	FUND #	AMOUNT
General Fund	101	\$ 250,907.69
Central Dispatch Fund	205	\$ 4,540.03
Charlton Park Fund	208	\$ 11,921.08
Friend of the Court Fund	215	\$ 3,526.68
Solid Waste Fund	228	\$ 2,107.32
Two Seven Oh Inc. - TNR Fund	229	\$ 12,475.00
BCRN Fund	233	\$ 246.00
Building Rehab Fund	248	\$ 4,852.50
Park & Recreation Fund	250	\$ 30.48
Agriculture Preservation Fund	252	\$ 1,727.90
Master Land Use Program Fund	253	\$ 3,642.50
Indigent Defense Fund	261	\$ 1,336.03
Concealed Pistol Licensing	264	\$ 390.00
Commission on Aging Fund	275	\$ 46,732.24
CDBG Fund	276	\$ 13,832.80
Swift & Sure Sanctions Program Fund	281	\$ 2,356.73
56B Sobriety Court Fund	282	\$ 6,960.15
Community Corrections Fund	283	\$ 9,544.00
Adult Drug Court Fund	285	\$ 7,606.07
Child Care Fund	292	\$ 475.01
Airport Fund	295	\$ 15,304.33
2020 Delinquent Tax Fund	500	\$ 581.56
Thornapple Manor Fund	512	\$ 989,928.14
Transit Fund	588	\$ 18,009.71
Commissary Fund	595	\$ 3,988.80
Data Processing Fund	637	\$ 5,986.07
Telephone Fund	660	\$ 1,675.81
Health Insurance Fund	677	\$ 161,564.07
Disability Fund	678	\$ 422.40
Life Insurance Fund	681	\$ 4,122.35
Retirement Fund	682	\$ 500,000.00
Dental/Optical Fund	683	\$ 8,738.33
Trust & Agency Fund	701	\$ 360,338.96
Drain Fund	801	\$ 162,422.16
Drain Maintenance Fund	804	\$ 13,745.88
GRAND TOTAL		\$ 2,632,038.78

Document Totals by Fund

<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Net</u>
101 General	44,245.81	0.00	44,245.81
215 Friend of Court	854.55	0.00	854.55
233 Barry comm Resource	220.00	0.00	220.00
259 Local Corrections Trn	845.00	0.00	845.00
261 Indigent defense	82.00	0.00	82.00
264 Concealed Pistol	13.19	0.00	13.19
277 Middleville Police	649.00	0.00	649.00
287 Michigan Justice	295.00	0.00	295.00
637 Data Processing	10,630.13	0.00	10,630.13
661 Vehicle	2,266.19	0.00	2,266.19
Grand Total:	<u>60,100.87</u>	<u>0.00</u>	<u>60,100.87</u>

BARRY COUNTY C: S LIST
COMMISSION MEETING OF 03/14/2023

Account	Vendor	Description	Invoice	Amount	PO Num
101-140	TRIAL COURT CRIMINAL & CIVIL				
727-000	ODP	CRIMINAL/CIVIL/SUPPLIES	292070887001	55.39	
727-000	ODP	CRIMINAL/CIVIL/SUPPLIES	29211254001	3.99	
730-000	PROGRESSIVE GRAPHICS	CRIMINAL/CIVIL/BUSINESS CARDS	51298	20.00	
801-000	SHAY, KATHY	CRIMINAL/CIVIL/TRANSCRIPTS	5006	434.75	
801-000	DILJAK, EMMALEE	CRIMINAL/CIVIL/TRANSCRIPT 22-635	4997	75.20	
806-020	NEUMAN, SCOTT M.	CRIMINAL/CIVIL/APPEAL ATTY 22-189	5004	705.09	
816-000	ACCURATE INTERPRETERS LLC	CRIMINAL/CIVIL/SERVICES	6828	50.00	
816-000	ACCURATE INTERPRETERS LLC	CRIMINAL/CIVIL/SERVICES	6824	118.75	
Sub Total 101-140 TRIAL COURT CRIMINAL & CIVIL				1,463.17	
101-147	JURY BOARD				
727-000	RICOH USA INC.	PRINTER STAPLES	1096226209	13.20	
Sub Total 101-147 JURY BOARD				13.20	
101-148	TRIAL COURT FAMILY DIV.				
727-000	OFFICE DEPOT	FAMILY COURT/OFFICE SUPPLIES	0002007014	141.98	
806-000	NEWHOUSE, KRISTAN A	FAMILY COURT/LEGAL FEES	0002007013	97.50	
806-000	POULSON BARRY, POULSON & ASSOC PLLC	FAMILY COURT/LEGAL FEES	0002007016	170.00	
806-000	POULSON BARRY, POULSON & ASSOC PLLC	FAMILY COURT/LEGAL FEES	0020012488	204.00	
806-000	UPHAM, WHEELER	FAMILY COURT/LEGAL FEES	0020012484	68.00	
806-000	WOLFRAM, KRISTEN	FAMILY COURT/LEGAL FEES	0020012485	170.00	
835-000	3RD MILLENNIUM CLASSROOMS	FAMILY COURT/SERVICES	BCJC0123	300.00	
957-000	MPJRA, ATTN: THERESA NELSON	FAMILY COURT/TRAINING	0002007015	75.00	
Sub Total 101-148 TRIAL COURT FAMILY DIV.				1,226.48	
101-151	ADULT PROBATION				
727-000	QUILL CORPORATION	ADULT PROBATION/WHITE BOARD	167694845	244.99	
727-000	QUILL CORPORATION	ADULT PROBATION/STICKY NOTES	30610351	1.00	
727-000	QUILL CORPORATION	ADULT PROBATION/BINDER / PENS	30578833	90.62	
727-000	QUILL CORPORATION	ADULT PROBATION/POWER STRIPS	30400384	315.96	
Sub Total 101-151 ADULT PROBATION				652.57	
101-175	ADMINISTRATION				
727-000	PRINTLINK, INC.	ADMIN/ENVELOPES/LOGO	312141	60.26	

Account	Vendor	Description	Invoice	Amount	PC Num
Sub Total 101-175 ADMINISTRATION				60.26	
101-191	ELECTIONS				
727-000	RICOH USA INC.	PRINTER STAPLES	1096226209	13.20	
977-000	ELECTION SOURCE	CLERK/ANNUAL MAINT.	4999	4,365.00	
Sub Total 101-191 ELECTIONS				4,378.20	
101-211	LEGAL COUNSEL				
806-100	MIKA MEYERS PLC	LEGAL COUNSEL/CONSERVATION EAS	685315	190.00	
806-100	MIKA MEYERS PLC	LEGAL COUNSEL/KEEFE	685316	152.00	
806-100	MIKA MEYERS PLC	LEGAL COUNSEL/LAND BANK AUTH	685317	798.00	
806-100	MIKA MEYERS PLC	LEGAL COUNSEL/ZUERCHER TECH	685318	152.00	
Sub Total 101-211 LEGAL COUNSEL				1,292.00	
101-215	CLERK				
727-000	PALMER, PAM	CLERK/DESK ORGANIZER	5005	10.17	
727-000	RICOH USA INC.	CLERK/PRINTER STAPLES	1096226209	13.20	
727-000	STAPLES	CLERK/OFFICE SUPPLIES	8069298311	30.75	
727-000	STAPLES	CLERK/OFFICE SUPPLIES	8069258828	737.22	
727-000	STAPLES	CLERK/OFFICE SUPPLIES	8069435162	20.99	
Sub Total 101-215 CLERK				812.33	
101-229	PROSECUTOR				
861-000	ELSWORTH, CHRISTOPHER	PROSECUTOR/TRAVEL	5000	45.85	
Sub Total 101-229 PROSECUTOR				45.85	
101-236	REGISTER OF DEEDS				
727-000	GRAPHIC SCIENCES INC	REG. OF DEEDS/IMAGES TO FILM	5093	135.59	
807-000	UCOA, C/O KAREN JACKSON	REG. OF DEEDS/UCOA ANNUAL CONF	11-2023	260.00	
Sub Total 101-236 REGISTER OF DEEDS				395.59	
101-253	TREASURER				
727-000	QUILL CORPORATION	TREASURER/SUPPLIES	30692297	176.39	
Sub Total 101-253 TREASURER				176.39	

Account	Vendor	Description	Invoice	Amount	PO Num
101-265	BUILDING & GROUNDS				
777-000	BEHRENS LIMITED LLC	BLDG & GROUNDS/SUPPLIES	2445	1,276.00	
931-000	AB LOCK & SAFE, INC.	BLDG & GROUNDS/C&L REKEY 3	187881	300.00	
931-000	BARRY COUNTY LUMBER COMPANY	BLDG & GROUNDS/CEILING GRID	132316	377.59	
931-000	LANSING SANITARY SUPPLY INC	BLDG & GROUNDS/SUPPLIES	1190432	243.28	
Sub Total 101-265 BUILDING & GROUNDS				2,196.87	
101-266	HEALTH DEPT BUILDING				
931-000	AB LOCK & SAFE, INC.	BLDG & GROUNDS/HD REPAIR DOOR	187881	250.00	
Sub Total 101-266 HEALTH DEPT BUILDING				250.00	
101-275	DRAIN COMMISSIONER				
745-000	DULL, JAMES	DRAIN/FUEL/OIL	4998	221.33	
Sub Total 101-275 DRAIN COMMISSIONER				221.33	
101-301	SHERIFF'S DEPARTMENT				
727-000	OFFICE DEPOT	SHERIFF/OFFICE SUPPLIES	288682173001	117.13	
737-000	MOORE, TRAVIS	SHERIFF/KENNEL/JESSIE	2171923	60.00	
744-000	CMP DISTRIBUTORS INC.	SHERIFF/MOLY HOLDER	74251	231.75	
807-000	MICHIGAN SHERIFFS ASSOC	SHERIFF/2023 MEMBERSHIP DUE	20221078	1,030.00	
932-000	CHROUCH COMMUNICATIONS INC	SHERIFF/3 ANTENNAS/COAX KIT	12113800	284.55	
933-000	SPENCER'S TOWING & TIRE INC.	SHERIFF/TOW TAHOE #38	T27624	93.00	
933-000	WILDER TIRE & AUTO LLC	SHERIFF/MT/BAL 4 TIRES	22941	76.00	
933-000	HASTINGS AUTO SUPPLY	SHERIFF/PARTS/SHOP SUPPLIES	123795	764.24	
933-000	SCHNEIDER TIRE OUTLET INC.	SHERIFF/8 NOKIAN TIRES	2841857	1,064.00	
933-000	WILDER TIRE & AUTO LLC	SHERIFF/MT BAL 2 TIRES/DISPOSAL	22945	48.00	
933-000	L & S SERVICE, INC	SHERIFF/TRANSMISSION REPAIR	2199	3,968.48	
957-000	NW3C INC	SHERIFF/CONNECTED VEH TRNG	703437	998.00	
Sub Total 101-301 SHERIFF'S DEPARTMENT				8,735.15	
101-331	MARINE				
932-000	GALLS LLC	MARINE/GLOVE/BELT KEEPER	22857670-01	266.34	
957-000	OTTAWA COUNTY SHERIFF	MARINE/TRAINING/CHOJNACKI	118804	200.00	
Sub Total 101-331 MARINE				466.34	

BARRY COUNTY CLAIMS LIST
COMMISSION MEETING OF 03/14/2023

Account	Vendor	Description	Invoice	Amount	PO Num
101-351	JAIL				
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	225727638	2,536.01	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	225727637	606.08	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	764429742	14.32	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	225260709	3,362.25	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9054656	171.51	
747-000	GORDON FOOD SERVICE, INC.	JAIL/SUPPLIES	225560719	58.72	
747-000	GORDON FOOD SERVICE, INC.	JAIL/SUPPLIES	223987319	253.82	
761-000	CINTAS	JAIL/SUPPLIES	5145325821	48.21	
777-000	CINTAS	JAIL/MISC	4147519945	375.96	
809-000	STERICYCLE, INC.	JAIL/MED WASTE P/U	4011521538	174.56	
835-000	CENTRAL MICHIGAN CORRECTIONAL, HEALTH	JAIL/DR/NURSE SERVICES	131	6,017.27	
835-000	SPECTRUM HEALTH	JAIL/acct #92812724319	23-58	3,194.71	
835-000	RMP LLC	JAIL/UNPAID MEDICAL	ARSW9231825	68.00	
835-000	RMP LLC	JAIL/UNPAID MEDICAL	ARSW9231825	41.00	
835-000	RMP LLC	JAIL/UNPAID MEDICAL	ARSW9231825	239.00	
835-000	RMP LLC	JAIL/UNPAID MEDICAL	ARSW9231825	237.00	
835-000	RMP LLC	JAIL/UNPAID MEDICAL	ARSW9231825	237.00	
835-000	RMP LLC	JAIL/UNPAID MEDICAL	ARSW9231825	339.00	
835-000	RMP LLC	JAIL/UNPAID MEDICAL	ARSW9231825	225.00	
835-000	RMP LLC	JAIL/UNPAID MEDICAL	ARSW9231825	173.00	
931-000	HASTINGS ACE HARDWARE	JAIL/DOOR	9423/1	99.99	
931-000	ESS INC.	JAIL/BOILER WORK	WO-0974	817.79	
932-000	HOBART SALES & SERVICE INC	JAIL/DISPOSAL	GD350259	165.25	
932-000	HOBART SALES & SERVICE INC	JAIL/REPLACE WASH PUMP	GD350106	388.47	
957-000	GARVIN, DANIEL	SHERIFF/MEALS	5002	57.29	
957-000	GARVIN, DANIEL	SHERIFF/TRAVEL/MEALS	5001	347.81	
Sub Total 101-351 JAIL				20,249.02	
101-426	EMERGENCY MANAGEMENT				
932-000	HASTINGS AUTO SUPPLY	EMD/EXHAUST ELBOW/ACCT# 1090	123970	12.41	
Sub Total 101-426 EMERGENCY MANAGEMENT				12.41	
101-430	ANIMAL SHELTER				
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/SUPPLIES	9431	57.97	
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/SUPPLIES	9669	40.68	

Account	Vendor	Description	Invoice	Amount	PO Num
Sub Total 101-430 ANIMAL SHELTER				98.65	
101-681	VETERANS BURIAL				
833-000	GIRRBACH FUNERAL HOME	VET BURIAL/BOULTER/RODRIGUEZ	5003	600.00	
833-000	WILLIAMS-GORES FUNERAL HOME	VET BURIAL/STONEBURNER/TYNER	5008	900.00	
Sub Total 101-681 VETERANS BURIAL				1,500.00	
Total 101 GENERAL FUND				44,245.81	
215-143	FRIEND OF THE COURT				
933-000	BRIAN'S AUTO	FOC/BATTERY AND INSTALL	101226105	134.55	
957-000	PAAM	FOC/CONF./TEBO/PATTERSON	152951	720.00	
Sub Total 215-143 FRIEND OF THE COURT				854.55	
Total 215 FRIEND OF THE COURT FUND				854.55	
233-000	DEPT				
960-000	BARRY EXPO CENTER	BCRN/BOOTH FOR FAIR	2023-04	220.00	
Sub Total 233-000 DEPT				220.00	
Total 233 BARRY COMM RESOURCE NETWORK				220.00	
259-362	LOCAL CORRECTIONS OFFICE TRAINING				
957-000	DEWOLF & ASSOCIATES LLC	JAIL/TRAINING/GARVIN	1863	845.00	
Sub Total 259-362 LOCAL CORRECTIONS OFFICE TRAINING				845.00	
Total 259 LOCAL CORRECTIONS OFFICE TRAINING FUND				845.00	
261-150	PUBLIC DEFENDER				
801-000	SPITZLEY, TANYA	PUBLIC DEFENDER/TRANSCRIPT	5007	82.00	
Sub Total 261-150 PUBLIC DEFENDER				82.00	
Total 261 INDIGENT DEFENSE				82.00	
264-000	DEPT				
727-000	RICOH USA INC.	PRINTER STAPLES	1096226209	13.19	

Account	Vendor	Description	invoice	Amount	PO Num
Sub Total 264-000 DEPT				13.19	
Total 264 CONCEALED PISTOL LICENSING				13.19	
277-301	SHERIFF'S DEPARTMENT				
744-010	AXON ENTERPRISE INC.	MIDDLEVILLE/TASER 7 SINGLE BAY	INUS137257	649.00	
Sub Total 277-301 SHERIFF'S DEPARTMENT				649.00	
Total 277 MIDDLEVILLE POLICE SERVICES				649.00	
287-301	SHERIFF'S DEPARTMENT				
960-000	MICHIGAN SHERIFFS ASSOC	MICH. JUSTICE TRAINING/MSA CONF.	20230311	295.00	
Sub Total 287-301 SHERIFF'S DEPARTMENT				295.00	
Total 287 MICHIGAN JUSTICE TRAINING FUND				295.00	
637-258	DATA PROCESSING				
732-020	STATE OF MICHIGAN, DEPT OF MGMT & BUDC	DATA PROCESSING/DOCUMENT SCA	RM23-051	10,480.13	
807-000	CHRISTOPHER, IVAN	IT/ESRI TECH CERT	94433580	150.00	
Sub Total 637-258 DATA PROCESSING				10,630.13	
Total 637 DATA PROCESSING FUND				10,630.13	
661-000	DEPT				
981-030	INDUSTRIAL NETWORKING SOLUTION, ATTN:	VEHICLE/WIRELESS AIRLINK (3)	INV-1632670	2,266.19	
Sub Total 661-000 DEPT				2,266.19	
Total 661 VEHICLE FUND				2,266.19	
Grand Total				60,100.87	

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Voucher List
BARRY COUNTY

Page: 1

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229782	3/6/2023	052521 3RD MILLENNIUM CLASSROOMS	BCJC0123		FAMILY COURT/SERVICES	300.00
					Total :	300.00
229783	3/6/2023	049267 AB LOCK & SAFE, INC.	187881		BLDG & GROUNDS/C&L REKEY 3	550.00
					Total :	550.00
229784	3/6/2023	001030 ACCURATE INTERPRETERS LLC	6824 6828		CRIMINAL/CIVIL/SERVICES	118.75
					CRIMINAL/CIVIL/SERVICES	50.00
					Total :	168.75
229785	3/6/2023	051747 AXON ENTERPRISE INC.	INUS137257		MIDDLEVILLE/TASER 7 SINGLE BA\	649.00
					Total :	649.00
229786	3/6/2023	003400 BARRY COUNTY LUMBER COMPANY	132316		BLDG & GROUNDS/CEILING GRID	377.59
					Total :	377.59
229787	3/6/2023	056538 BARRY EXPO CENTER	2023-04		BCRN/BOOTH FOR FAIR	220.00
					Total :	220.00
229788	3/6/2023	045777 BEHRENS LIMITED LLC	2445		BLDG & GROUNDS/SUPPLIES	1,276.00
					Total :	1,276.00
229789	3/6/2023	005927 BRIAN'S AUTO	101226105		FOC/BATTERY AND INSTALL	134.55
					Total :	134.55
229790	3/6/2023	056209 CENTRAL MICHIGAN CORRECTIONAL, F 131			JAIL/DR/NURSE SERVICES	6,017.27
					Total :	6,017.27
229791	3/6/2023	055257 CHRISTOPHER, IVAN	94433580		IT/ESRI TECH CERT	150.00
					Total :	150.00
229792	3/6/2023	007275 CHROUCH COMMUNICATIONS INC	12113800		SHERIFF/3 ANTENNAS/COAX KIT	284.55
					Total :	284.55
229793	3/6/2023	048180 CINTAS	4147519945 5145325821		JAIL/MISC	375.96
					JAIL/SUPPLIES	48.21

Page: 1

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229793	3/6/2023	048180 048180 CINTAS	(Continued)		Total :	424.17
229794	3/6/2023	039919 CMP DISTRIBUTORS INC.	74251		SHERIFF/MOLY HOLDER	231.75
					Total :	231.75
229795	3/6/2023	043821 DEWOLF & ASSOCIATES LLC	1863		JAIL/TRAINING/GARVIN	845.00
					Total :	845.00
229796	3/6/2023	056534 DILJAK, EMMALEE	4997		CRIMINAL/CIVIL/TRANSCRIPT 22-6	75.20
					Total :	75.20
229797	3/6/2023	010720 DULL, JAMES	4998		DRAIN/FUEL/OIL	221.33
					Total :	221.33
229798	3/6/2023	053981 ELECTION SOURCE	4999		CLERK/ANNUAL MAINT.	4,365.00
					Total :	4,365.00
229799	3/6/2023	042005 ELSWORTH, CHRISTOPHER	5000		PROSECUTOR/TRAVEL	45.85
					Total :	45.85
229800	3/6/2023	053197 ESS INC.	WO-0974		JAIL/BOILER WORK	817.79
					Total :	817.79
229801	3/6/2023	038926 GALLS LLC	22857670-01		MARINE/GLOVE/BELT KEEPER	266.34
					Total :	266.34
229802	3/6/2023	056526 GARVIN, DANIEL	5001		SHERIFF/TRAVEL/MEALS	347.81
			5002		SHERIFF/MEALS	57.29
					Total :	405.10
229803	3/6/2023	013912 GIRRBACH FUNERAL HOME	5003		VET BURIAL/BOULTER/RODRIGUEZ	600.00
					Total :	600.00
229804	3/6/2023	014300 GORDON FOOD SERVICE, INC.	223987319		JAIL/SUPPLIES	253.82
			225260709		JAIL/FOOD	3,362.25
			225560719		JAIL/SUPPLIES	58.72
			225727637		JAIL/FOOD	606.08
			225727638		JAIL/FOOD	2,536.01

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229804	3/6/2023	014300 GORDON FOOD SERVICE, INC.	(Continued) 764429742		JAIL/FOOD	14.32
					Total :	6,831.20
229805	3/6/2023	014507 GRAPHIC SCIENCES INC	5093		REG. OF DEEDS/IMAGES TO FILM	135.59
					Total :	135.59
229806	3/6/2023	034865 HASTINGS ACE HARDWARE	9423/1 9431 9669		JAIL/DOOR	99.99
					ANIMAL SHELTER/SUPPLIES	57.97
					ANIMAL SHELTER/SUPPLIES	40.68
					Total :	198.64
229807	3/6/2023	024748 HASTINGS AUTO SUPPLY	123795 123970		SHERIFF/PARTS/SHOP SUPPLIES	764.24
					EMD/EXHAUST ELBOW/ACCT# 109	12.41
					Total :	776.65
229808	3/6/2023	017250 HOBART SALES & SERVICE INC	GD350106 GD350259		JAIL/REPLACE WASH PUMP	388.47
					JAIL/DISPOSAL	165.25
					Total :	553.72
229809	3/6/2023	055480 INDUSTRIAL NETWORKING SOLUTION, . INV-1632670			VEHICLE/WIRELESS AIRLINK (3)	2,266.19
					Total :	2,266.19
229810	3/6/2023	020930 L & S SERVICE, INC	2199		SHERIFF/TRANSMISSION REPAIR	3,968.48
					Total :	3,968.48
229811	3/6/2023	021007 LANSING SANITARY SUPPLY INC	1190432		BLDG & GROUNDS/SUPPLIES	243.28
					Total :	243.28
229812	3/6/2023	023455 MICHIGAN SHERIFFS ASSOC	20221078 20230311		SHERIFF/2023 MEMBERSHIUP DUE	1,030.00
					MICH. JUSTICE TRAINING/MSA COI	295.00
					Total :	1,325.00
229813	3/6/2023	023575 MIKA MEYERS PLC	685315 685316 685317 685318		LEGAL COUNSEL/CONSERVATION	190.00
					LEGAL COUNSEL/KEEFE	152.00
					LEGAL COUNSEL/LAND BANK AUTI	798.00
					LEGAL COUNSEL/ZUERCHER TECH	152.00

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229813	3/6/2023	023575 MIKA MEYERS PLC	(Continued)			
					Total :	1,292.00
229814	3/6/2023	023821 MOORE, TRAVIS	2171923		SHERIFF/KENNEL/JESSIE	60.00
					Total :	60.00
229815	3/6/2023	023852 MPJRA, ATTN: THERESA NELSON	0002007015		FAMILY COURT/TRAINING	75.00
					Total :	75.00
229816	3/6/2023	052504 NEUMAN, SCOTT M.	5004		CRIMINAL/CIVIL/APPEAL ATTY 22-1	705.09
					Total :	705.09
229817	3/6/2023	025129 NEWHOUSE, KRISTAN A	0002007013		FAMILY COURT/LEGAL FEES	97.50
					Total :	97.50
229818	3/6/2023	056540 NW3C INC	703437		SHERIFF/CONNECTED VEH TRNG	998.00
					Total :	998.00
229819	3/6/2023	055875 ODP	292070887001		CRIMINAL/CIVIL/SUPPLIES	55.39
			29211254001		CRIMINAL/CIVIL/SUPPLIES	3.99
					Total :	59.38
229820	3/6/2023	025966 OFFICE DEPOT	288682173001		SHERIFF/OFFICE SUPPLIES	117.13
					Total :	117.13
229821	3/6/2023	046606 OFFICE DEPOT	0002007014		FAMILY COURT/OFFICE SUPPLIES	141.98
					Total :	141.98
229822	3/6/2023	048130 OTTAWA COUNTY SHERIFF	118804		MARINE/TRAINING/CHOJNACKI	200.00
					Total :	200.00
229823	3/6/2023	026400 PAAM	152951		FOC/CONF./TEBO/PATTERSON	720.00
					Total :	720.00
229824	3/6/2023	026446 PALMER, PAM	5005		CLERK/DESK ORGANIZER	10.17
					Total :	10.17
229825	3/6/2023	055825 POULSON BARRY, POULSON & ASSOC	0002007016		FAMILY COURT/LEGAL FEES	170.00
			0020012488		FAMILY COURT/LEGAL FEES	204.00

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229825	3/6/2023	055825	055825 POULSON BARRY, POULSON & ASS (Continued)		Total :	374.00
229826	3/6/2023	029500	PRAIRIE FARMS DAIRY	9054656	JAIL/MILK	171.51
					Total :	171.51
229827	3/6/2023	045566	PRINTLINK, INC.	312141	ADMIN/ENVELOPES/LOGO	60.26
					Total :	60.26
229828	3/6/2023	028100	PROGRESSIVE GRAPHICS	51298	CRIMINAL/CIVIL/BUSINESS CARDS	20.00
					Total :	20.00
229829	3/6/2023	028400	QUILL CORPORATION	167694845	ADULT PROBATION/WHITE BOARD	244.99
			30400384		ADULT PROBATION/POWER STRIP	315.96
			30578833		ADULT PROBATION/BINDER / PENS	90.62
			30610351		ADULT PROBATION/STICKY NOTES	1.00
			30692297		TREASURER/SUPPLIES	176.39
					Total :	828.96
229830	3/6/2023	048873	RICOH USA INC.	1096226209	CLERK/PRINTER STAPLES	52.79
					Total :	52.79
229831	3/6/2023	056539	RMP LLC	ARSW92318254.63	JAIL/UNPAID MEDICAL	173.00
				ARSW92318254.64	JAIL/UNPAID MEDICAL	225.00
				ARSW92318254.65	JAIL/UNPAID MEDICAL	339.00
				ARSW92318254.66	JAIL/UNPAID MEDICAL	237.00
				ARSW92318254.67	JAIL/UNPAID MEDICAL	237.00
				ARSW92318254.71	JAIL/UNPAID MEDICAL	239.00
				ARSW92318254.92	JAIL/UNPAID MEDICAL	41.00
				ARSW92318254.93	JAIL/UNPAID MEDICAL	68.00
					Total :	1,559.00
229832	3/6/2023	053710	SCHNEIDER TIRE OUTLET INC.	2841857	SHERIFF/8 NOKIAN TIRES	1,064.00
					Total :	1,064.00
229833	3/6/2023	030720	SHAY, KATHY	5006	CRIMINAL/CIVIL/TRANSCRIPTS	434.75
					Total :	434.75
229834	3/6/2023	053246	SPECTRUM HEALTH	23-58	JAIL/ACCT #92812724319	3,194.71

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229834	3/6/2023	053246 053246 SPECTRUM HEALTH	(Continued)			
					Total :	3,194.71
229835	3/6/2023	016600 SPENCER'S TOWING & TIRE INC.	T27624		SHERIFF/TOW TAHOE #38	93.00
					Total :	93.00
229836	3/6/2023	054862 SPITZLEY, TANYA	5007		PUBLIC DEFENDER/TRANSCRIPT	82.00
					Total :	82.00
229837	3/6/2023	053592 STAPLES	8069258828		CLERK/OFFICE SUPPLIES	737.22
			8069298311		CLERK/OFFICE SUPPLIES	30.75
			8069435162		CLERK/OFFICE SUPPLIES	20.99
					Total :	788.96
229838	3/6/2023	049734 STATE OF MICHIGAN, DEPT OF MGMT & RM23-051			DATA PROCESSING/DOCUMENT SC	10,480.13
					Total :	10,480.13
229839	3/6/2023	045354 STERICYCLE, INC.	4011521538		JAIL/MED WASTE P/U	174.56
					Total :	174.56
229840	3/6/2023	035193 UCOA, C/O KAREN JACKSON	11-2023		REG. OF DEEDS/UCOA ANNUAL CC	260.00
					Total :	260.00
229841	3/6/2023	055933 UPHAM, WHEELER	0020012484		FAMILY COURT/LEGAL FEES	68.00
					Total :	68.00
229842	3/6/2023	040022 WILDER TIRE & AUTO LLC	22941		SHERIFF/MT/BAL 4 TIRES	76.00
			22945		SHERIFF/MT BAL 2 TIRES/DISPOSA	48.00
					Total :	124.00
229843	3/6/2023	037000 WILLIAMS-GORES FUNERAL HOME	5008		VET BURIAL/STONEBURNER/TYNE	900.00
					Total :	900.00
229844	3/6/2023	056279 WOLFRAM, KRISTEN	0020012485		FAMILY COURT/LEGAL FEES	170.00
					Total :	170.00
63 Vouchers for bank code : 001						Bank total : 60,100.87
63 Vouchers in this report						Total vouchers : 60,100.87