

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

AGENDA
for Barry County Board of Commissioners
May 9, 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 April 18, 2023 Board of Commissioners meeting minutes.
 - b. Approval of May 2, 2023 Committee of the Whole meeting minutes.
 - c. Approval to re-appoint Mike Cunningham, 1908 Heritage Bay Drive, Middleville, Michigan 49333, to serve on the Barry County Jury Board for the term beginning May 1, 2023 and ending April 30, 2029, pursuant to the recommendation of Circuit Court Judge Vicky Alspaugh.
 - d. Approval of the following appointments to the Barry County Land Bank Authority Board: Dan King for a one year term beginning May 1, 2023 and ending April 30, 2024; David Jackson for a one year term beginning May 1, 2023 and ending April 30, 2024; and Jim McManus and Chelsey Foster for two year terms beginning May 1, 2023 and ending April 30, 2025.
 - e. Approval for Jennifer Heinzman, on behalf of the Barry County Land Bank, to apply for a Blight Elimination Grant from the State Land Bank Authority, and to authorize Jennifer Heinzman to sign the application, contracts and amendments, if the grant is awarded.
 - f. Approval of the 2022-2023 Child Care Fund Plan and Budget Amendment, and authorize the Chair to sign it.
 - g. Approval of the 2024 Budget Calendar.
 - h. Approval of the renewal of the Liability, Vehicle Physical Damage and Property and Crime Insurance coverage through the Michigan Municipal Risk Management Authority for the period of July 1, 2023 to July 1, 2024 in the amount of \$481,247 and authorize the member representative to sign the agreement.
 - i. Approval to pay the Assistant Control I Monitor position based on Grade 3 of the General Fund Department Head and Non-represented pay scale, effective 5/20/23.
 - j. Approval of the attached Letters of Agreement with the Barry County Corrections Supervisors, Barry County Corrections Division, Barry County Courthouse Employees Association, Barry County Command Officers Association, and the Barry County Deputy Sheriff Unit, increasing the wage scales each year, by an additional 3% for 2023, 3% for 2024 and 1% for 2025.
(roll call vote)
10. Presentations: Paul Roemer, Faro Technologies – Presentation of Laser Equipment for Accident Reconstruction

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 \$123,664.32 Approved by the County Administrator on 4/25/23. **(roll call vote)**
 - b. Approval of pre-paid invoices in the amount of \$3,336,477.40 **(roll call vote)**
 - c. Approval of claims in the amount of \$71,424,71 **(roll call vote)**
 - d. Approval of commissioner reimbursements (mileage) in the amount of \$448.02 **(roll call vote)**
 - e. Approval of the purchase agreement and conservation easements between Barry County and Paul and Sue Wing and Thomas and Heather Wing for property located in Assyria Township and authorize the chair to sign. **(roll call vote)**
 - f. Approval of the closing documents, and the disbursements of funds for the conservation easement and purchase agreement between Barry County and Paul and Sue Wing and Thomas and Heather Wing, for property located in Assyria Township and authorize the chair to sign. **(roll call vote)**
 - g. Approval of the attached pay scales for 2023, 2024, and 2025 for the General Fund Department Heads and Non-represented employees, increasing the wage scales each year, by an additional 3% for 2023, 3% for 2024 and 1% for 2025, effective June 3, 2023, and to increase the salary for the County Administrator for 2023 and 2024, in accordance with the pay scale increase for General Fund Department Heads in 2023 and 2024. **(roll call vote)**
13. Unfinished Business
14. New Business
15. County Administrator's Report
16. Chairperson's Report
17. Vice Chairperson's Report
18. Commissioner Reports (for items not on the Agenda)
19. Limited Public Comment (3 minutes per person)
20. Other Business
21. Commissioner Comments
22. Adjournment

David Jackson, Chair
Barry County Board of Commissioners

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

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

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

AGENDA
Barry County Board of Commissioners
April 18, 2023; 9:00 a.m.; Commission Chambers
MINUTES

1. Chair David Jackson called the regular session of the Barry County Board of Commissioners to Order at 9:00 a.m.
2. Moment of Silence/Invocation 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, Bruce Campbell, Catherine Getty, David Hatfield, David Jackson, Jon Smelker, and Bob Teunessen. Absent: Mark Doster. Also present: County Administrator Michael Brown, Deputy Administrator Luella Dennison, IT David Shinavier, and Clerk Pam Palmer.
5. Approval of Written Agenda (including consent items & items for discussion).
Chair Jackson requested that Item 10 be moved prior to the first Public Comment, and a portion of Public Comment be heard, and then break, conduct the regular agenda business and then complete the first public comment. Moved by Hatfield, seconded by Getty to amend the agenda to reflect the amendment stated above. All ayes. Nays: None. Absent: Doster. Motion carried.

The written agenda was approved as amended.

6. PRESENTATIONS: 1. Employee Service Awards
7. REPORTS FROM STATE AND COUNTY OFFICERS: Sheriff Dar Leaf gave the jail and corrections report for the month of March, 2023.

ANGELA RIGAS gave a legislative update for the State of Michigan.

8. PRESENTATIONS:

Ines Straube presented a service award to Laurie Krol for 30 years of service as a District Court probation officer.

David Jackson presented a service award to Jim McManus for 30 years of service as Director of Planning and Zoning.

9. LIMITED PUBLIC COMMENT: (3 minutes per person)
 - Rick Moore reminded everyone to speak into the microphone. He also reminded everyone that the Pledge of Allegiance says Liberty and Justice for all.
 - Elden Shellenbarger would like Barry County to adopt Sanctuary 2a. It will not do any good to take our guns away. If guns are outlawed, only outlaws will have guns.
 - Shelly Lake supports our Constitution and there will be a class on the Constitution. She also spoke about the Commission on Aging lasagna dinner on Friday from 4:30 to 6:30 and Taco Tuesday held on May 2, 2023 from 4:30 pm to 6:00 pm

- Jon Rocha stated he took an oath in 1999 to support the constitution against all enemies foreign and domestic. Also the commissioners took this oath. We are asking that Barry County support the Resolution to uphold the 2nd Amendment and be the leaders in our County.
- Bob Vanderboegh asked if anyone read the book “Lesser Magistrates”? He stated the commissioners were elected to support the people. He spoke about the oath that Veterans take that is up to and including their life.
- Vickie Betit quoted Joshua 1:9. She supports and defends the Constitution and the 2nd Amendment and the right to bear arms. Gun laws only affect law abiding citizens.
- James Hooker stated he is here to stand up for his rights, and ask that this topic be placed on the next agenda for discussion.
- Phillip Joseph comes as Chair of the Republican Party of Barry County. For too long, candidates have run on the republican platform, but not upheld their Republican duties. The Republican party unanimously adopted the Resolution in support of the Second Amendment, and he asked commissioners to be united and pass the resolution.
- John Lake took an oath in 1984 to support and defend the constitution, and commissioners also took the oath to support and defend the Constitution of the United States and the Constitution of this State, which includes the Second Amendment. On March 23, 2023 four commissioners attended and gave their word to support the Second Amendment Resolution and he is asking if they will stand by their word.
- Nancy Hooker supports the constitution and asked the commissioners to reconsider and place this topic on the next agenda. She is asking for support for right to bear arms. She stated that the Constitution is the greatest document ever written, and she supports the GOP resolution.
- Christina Bush stated that it is unacceptable to ignore laws as a way of fighting them. Those requesting our county commissioners declare Barry County a 2nd amendment sanctuary should instead, bring their disagreements with the gun laws to the courts. She believes the commissioners duties are to see to the fiscal health of the county and promote economic growth. They do not have the constitutional power to cherry pick laws to be upheld. Don't like a new law – bring it to the courts, not the commissioners.
- Cyndi Twichell stated that governments are instituted to secure rights, not just life, liberty and the pursuit of happiness. Amendment 2 of the Bill of Rights says: “a well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear arms, shall not be infringed.”
- Amber Holtrust believes in the Second Amendment and told a story about a high school teacher that removed a goldfish from its bowl of water and laid it on the table before his students. The teacher instructed students to not leave their seats, and then left the room. Finally, one student put the goldfish back in the bowl. This was an example of good people standing up for what they believe is right.
- Karen Strayer used her constitutional right to publicly pray.
- Brenda Shinabarger-Howe is a gun owner, and stated she learned to shoot and respect guns since she was 11 years old. Not all people are responsible gun owners and she believes adopting the resolution would be dangerous. She stated responsible gun owners lock up their guns. She believes adopting Barry County as a gun sanctuary county goes against her beliefs of what the Constitution stands for.
- Angela Rigas – State Representative – 79th District graduated in 1993 from Hastings High School. She asked two questions: What is your oath worth, and what will your legacy be? The oath that you serve under grants you the power of service. She implores the commissioners to uphold and defend the constitution. The duty of government is to defend the constitution, not the will of the people. What will your legacy be? She asked the commissioners to be a hero and support this resolution.

- Scott Savage has observed increased intimidation, and likened it to the classroom bully. One example was the unification rally that was held on the Courthouse lawn two years ago, where individuals formed a perimeter around the courthouse lawn while carrying long arm weapons for intimidation purposes. Another example is the militia that was at Summerfest last year. When asked why they were carrying assault weapons at Summerfest, their response was “because we can”. A gun sanctuary will allow long arms in public and there will be no way to tell good guys from bad guys.
- Larry Bass stated intimidation applies to both sides. He gave data as to how many counties have already passed 2nd Amendment resolutions. In 2022, the Supreme Court ruled that Americans have the right to arm themselves.
- Katie Stanton stated that all of the commissioners signed an Oath of Office and should uphold it.
- Gary White commented on passing the agenda “as written” instead of “as amended”. He also commented on the commissioners not having a plan for a new jail without a millage after 3-1/2 months. He stated the Second Amendment is not just for one political party.
- Arnold Diehl stated in the 50’s and 60’s they used to take their guns to school for target shooting and gun safety classes. What has changed?
- Ron Walker is representing people who elected him as precinct delegate and any infringement on our 2nd Amendment is not acceptable. Please do the right thing and support the 2nd Amendment.
- Don Ickles, a precinct delegate from Hastings Charter Township, stated that his rights don’t and won’t be affected by fear of someone he doesn’t even know. Nothing on paper stops an evil person from doing evil deeds, but it can send a message and you have that ability.
- Rebecca Badge supports the 2nd Amendment.
- John Hawkins supports the resolution. He stated they used to take guns and knives to school. Morality is missing. Morality starts with freedom, and he asked commissioners to support the resolution.
- Denny MacKenzie is a veteran and used guns to defend themselves. He believes China and Russia are coming for us.
- Kellie Case googled Chicago gun laws and found Chicago to have the toughest gun laws, however, they have had 153 murders since the beginning of the year.
- David Olson says we have lost our moral compass, good judgment and common sense.
- Karla Walker stated her grandparents grew up in Yugoslavia. Her grandfather is a gun owner. She is a retired bus driver and feels respect and authority have gone down. She wants the commissioners to uphold their oath.

Recess at 10:16 a.m. Resume meeting at 10:27 a.m. with all commissioners present, absent Mark Doster.

10. VARIOUS CORRESPONDENCE: None.

11. CONSENT ITEMS: (voted upon at one time by roll call vote):

- a. Approval of April 11, 2023 Board of Commissioners meeting minutes.
(roll call vote)

Moved by Teunessen, seconded by Callton for approval of April 11, 2023 Board of Commissioners meeting minutes. Roll call vote. Ayes: Callton, Campbell, Getty, Hatfield, Jackson, Smelker, and Teunessen. Nays: None. Absent: Doster. Motion carried.

12. PUBLIC HEARINGS – None

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

- a. Approval to authorize the County Administrator to approve claims on April 25, 2023. **(roll call vote)**

Moved by Getty, seconded by Smelker for approval to authorize the County Administrator to approve claims on April 25, 2023. Roll call vote. Ayes: Callton, Campbell, Getty, Hatfield, Jackson, Smelker, and Teunessen. Nays: None. Absent: Doster. Motion carried.

- b. Approval of submission of the FY 2024 Office of Community Corrections grant application. **(roll call vote)**

Moved by Getty, seconded by Smelker for approval of submission of the FY 2024 Office of Community Corrections grant application. Roll call vote. Ayes: Callton, Campbell, Getty, Hatfield, Jackson, Smelker, and Teunessen. Nays: None. Absent: Doster. Motion carried.

- c. To approve, in accordance with the Airport Commission Joint Operating Agreement, the expenditure of up to \$14,500 to purchase a debris blower for clearing debris and hazards from runways and taxiways at the airport and to approve an amendment to the Hastings City/Barry County Airport Budget (Fund #295) increasing expenditure line item #295-895-977-000 from \$3,000 to \$17,500. **(roll call vote)**

Moved by Getty, seconded by Hatfield to approve, in accordance with the Airport Commission Joint Operating Agreement, the expenditure of up to \$14,500 to purchase a debris blower for cleaning debris and hazards from runways and taxiways at the airport and to approve an amendment to the Hastings City/Barry County Airport Budget (Fund #295) increasing expenditure line item #295-895-977-000 from \$3,000 to \$17,500. Roll call vote. Ayes: Callton, Campbell, Getty, Hatfield, Jackson, Smelker, and Teunessen. Nays: None. Absent: Doster. Motion carried.

- d. Approval to set the hourly wage rate for the Court Screeners and Control I Cadets at \$15.01 and the hourly wage rate for the Court Screener Liaison at \$16.05 in accordance with the request previously made by the Undersheriff. **(roll call vote)**

Moved by Getty, seconded by Campbell for approval to set the hourly wage rate for the Court Screeners and Control I Cadets at \$15.01 and the hourly wage rate for the Court Screener Liaison at \$16.05 in accordance with the request previously made by the Undersheriff. Discussion.

Moved by Getty, seconded by Campbell to amend the previous motion for approval to set the hourly wage rate for the Court Screeners and Control I Cadets at \$15.01 and the hourly wage rate for the Court Screener Liaison at \$16.05, retroactive to January 1, 2023, in accordance with the request previously made by the Undersheriff. Discussion. Roll call vote. Ayes: Callton, Campbell, Getty, Hatfield, Jackson, Smelker, and Teunessen. Nays: None. Absent: Doster. Motion carried.

Resume Public Comment – first session at 10:44 a.m.:

- Stephanie Hester supports the resolution to for the 2nd Amendment. The current batch of illegal laws against our 2nd Amendment rights are not the end. She would love to have criminals disarmed, but that will never happen. Lansing is not even convicting the criminals of our current laws, yet they want to infringe on law abiding citizens.
- Sandy Schilts believes in God and the Constitution which is founded on God's word. She learned about the Constitution in school and encourages everyone to take a Constitution class.
- Chris Apply stated people are out to destroy our country and he does not want to give up his God given rights.
- April Taggart stated that the commissioners have nothing to lose by voting for the resolution. When someone takes an oath and does not uphold that oath it makes them a dishonest person. Are you honest or dishonest?

- Sharon Olson took the oath and also served her country. She feels more is coming down the pike. Learn a lesson from the buffalo who takes a storm head on to get through it faster.
- Jamie Adams is concerned about the laws pushed through in Lansing. He is a Desert Storm veteran and he does not want to see the red flag laws in Barry County. He does not want his grandfather's weapon taken away from him.
- Tracy Williams is the daughter of a marine who is no longer with us. She has a strong belief in the Constitution. She does not want to lose her gun rights. She is asking the Davids at the table to go after the Goliath in Lansing. She is asking for support in this endeavor.
- Sharon Zebrowski remarked that today was a good discussion, but does not feel the commissioners should be threatened. The people of Barry County elected commissioners to represent all of the people of Barry County – not just one party. The commissioners were elected to put Barry County first and stand against all threats and do what is best for all of Barry County. She expects the commissioners to 1) always do what's best for all of Barry County; 2) protect Barry County from being run by one particular group of people and to keep it a democracy run by the majority; and 3) represent all the people of Barry County no matter their political views, religious beliefs, education, or financial standing.

14. UNFINISHED BUSINESS: None.

15. NEW BUSINESS: None.

16. COUNTY ADMINISTRATOR'S REPORT: None.

17. CHAIRPERSON'S REPORT: None.

18. VICE CHAIRPERSON'S REPORT: None.

19. COMMISSIONER REPORTS: (FOR ITEMS NOT ON THE AGENDA) – Each commissioner reported on their various committees, boards, events and meetings.

20. LIMITED PUBLIC COMMENT: (3 MINUTES PER PERSON)

- Rick Moore describes himself as a compassionate conservative because he does not follow any rules. When he was a Freshman in high school marriage was promoted. His cousin Gary married his girlfriend, so he married his cousin Gary's girlfriend. Both are divorced now, and it sounds as though Rick still holds a grudge.
- Cyndi Twichell is not angry or threatening, but very passionate. She stated that the commissioners took an oath and ran on a Republican platform, and the people can recall them for violating their oath of office. The Constitution is not a Republican or Democratic document. It is a document to hold government. We are a constitutional republic – not a democracy, who are standing on the rights of the people in our country.
- Sharon Olson stated that everyone has the right to defend themselves with whatever is at hand. It has nothing to do with Democrats and Republicans. She supports the basic human right to defend yourselves. Hitler killed no one, his order followers did the killing. She served the government and worked for the government, and took an oath of oath to obey all lawful orders.

- Brenda Shinabarger-Howe stated that a process of change/resistance comes in many forms – some good, some not so good. The commissioners need to determine which changes are good for Barry County. The State has been under control of the Republicans, but the Democrats have been the minority in Barry County. The silent majority is centrist.
- Amber Holtrust feels we are making her kids criminals by taking their BB guns to grandpas. She feels safe in Barry County because of the quick response time of our local police department.
- Chloe Kelly states she feels safe in her church and Barry County because of our concealed carry laws.
- Gary White stated we are a republic in the middle of change and it needs to be taken to court. The commissioners need to put this item on the agenda and have a discussion as to how to handle it, but it is important to move forward. He walked the Mental Health property and wonders about a possible land swap. He feels the court system fails because of plea bargains. Public comment tells you our opinions.
- Larry Bass made a formal request for the Resolution item to be placed on the agenda and have a vote.
- Denny MacKenzie stated two words – family and love. Family is a bunch of people working together for a common cause and with those two items - nothing is impossible.
- John Lake stated the Constitution has not changed the 2nd Amendment right to defend ourselves. The Republican representatives do not have a voice which is tyranny. He asked the commissioners to adopt the resolution.
- James Hooker from Yankee Springs talked about a neighbor's pistol stock being safe because \$200 was paid to register it. He also talked about the MSU gunman. After taking a CPL class, he asked himself, is this something I really want to do? He stated he would rather be judged by 12 than carried by 6.

21. OTHER BUSINESS: None.

22. COMMISSIONER COMMENTS:

- Commissioner Teunessen is a gun owner and loves his community and ran for commissioner because he felt he had something to give back. He wants to be a part of the solution with COA, vacant properties, and the jail. He stated the commissioners are moving forward with the COA, funding the jail, and county properties. The commissioners have a lot of responsibilities and he appreciates the public comments – they are not falling on deaf ears.
- Commissioner Campbell appreciates the engagement of the community.
- Commissioner Hatfield thanked everyone for their comments and reiterated Commissioner Teunessen's comments.
- Commissioner Smelker agreed with Commissioner Teunessen 100%. He has been talking with the sheriff, and will continue talking with the sheriff. He is a definite 2nd Amendment supporter.
- Commissioner Getty appreciates the people taking time to express themselves and their passion.
- Commissioner Callton served in the legislature and locking the chamber occurred even under Republican control.
- Commissioner Jackson thanked the public for participating and speaking from the heart. He owns weapons and is a hunter and is a NRA card caring member. He has spoken with Dar regarding becoming a 2a Sanctuary Constitutional County. The fundamental question is how we view ourselves because we have never delved into these types of resolutions of political nature. He will continue the focus for Barry County.

23. ADJOURNMENT: at 11:42 a.m.

David Jackson, Chair
Barry County Board of Commissioners

Pamela A. Palmer, County Clerk

Approved: _____
Date & Initials

DRAFT

Barry County Board of Commissioners - Committee of the Whole
May 2, 2023; 9:00 a.m.; Commission Chambers
MINUTES

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

Others present: Michael Brown, Luella Dennison, Jayson Bussa, Posse Mike Johnson, Mark Bonsignore, Jack Miner, Rick Moore, Sharon Zebrowski, Shelly Lake, Jason Sixberry, Scott Savage, Daisy Cherniawski, Ines Straube, Judge William Doherty, Dave Pelon, John Spores, Vi Thompson, Jennifer Heinzman, John Howe, Heather Wing, Emily Wilke, Sharon Olson, Bob Vanderboegh, John LaForge, 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:

- Vi Thompson from Pine Lake appeared on behalf of 430 people who had signed a petition against a drain being installed.
- Judge Doherty spoke in favor of a pay increase for county employees.
- Melinda Backus gave a breakdown of her hourly wage for the past 10 years.

HEATHER WING - 1. Approval of Conservation Easement and Purchase Agreements for the Wing Farm

Moved by Getty, seconded by Hatfield to recommend to the Board of Commissioners, approval of the purchase agreement and conservation easements between Barry County and Paul and Sue Wing and Thomas and Heather Wing for property located in Assyria Township and authorize the chair to sign. Discussion. All ayes. Nays: None. Motion carried.

2. Approval of Closing Documents for the Wing Farm Preservation Project

Moved by Callton, seconded by Getty to recommend to the Board of Commissioners approval of the closing documents, and the disbursements of funds for the conservation easement and purchase agreement between Barry County and Paul and Sue Wing and Thomas and Heather Wing, for property located in Assyria Township and authorize the chair to sign. Discussion. All ayes. Nays: None. Motion carried.

JENNIFER HEINZMAN – 1. Blight Elimination Grant

Moved by Smelker, seconded by Hatfield to recommend to the Board of Commissioners approval for Jennifer Heinzman, on behalf of the Barry County Land Bank, to apply for a Blight Elimination Grant from the State Land Bank Authority, and to authorize Jennifer Heinzman to sign the application, contracts and amendments, if the grant is awarded. Discussion. All ayes. Nays: None. Motion carried.

2. Appointment of Barry County Land Bank Authority Board Members

Moved by Smelker, seconded by Hatfield to recommend to the Board of Commissioners the following appointments to the Barry County Land Bank Authority Board: Dan King for a one year term beginning May 1, 2023 and ending April 30, 2024; David Jackson for a one year term beginning May 1, 2023 and ending April 30, 2024; and Jim McManus and Chelsey Foster for two year terms beginning May 1, 2023 and ending April 30, 2025. Discussion. All ayes. Nays: None. Motion carried.

DAVE PELON – 2022-2023 Child Care Fund Plan and Budget Amendment

Moved by Getty, seconded by Callton to recommend to the Board of Commissioners approval of the 2022-2023 Child Care Fund Plan and Budget Amendment, and authorize the Chair to sign it. Discussion. All ayes. Nays: None. Motion carried.

PAM PALMER - Re-appointment of Mike Cunningham to the Jury Board

Moved by Doster, seconded by Hatfield to recommend to the Board of Commissioners approval to re-appoint Mike Cunningham, 1908 Heritage Bay Drive, Middleville, Michigan 49333, to serve on the Barry County Jury Board for the term beginning May 1, 2023 and ending April 30, 2029, pursuant to the recommendation of Circuit Court Judge Vicky Alspaugh. Discussion. All ayes. Nays: None. Motion carried.

Recess at 9:47 a.m. Resume meeting at 9:57 a.m. with all commissioners present.

MICHAEL BROWN – 1. Budget Calendar 2024-2026

Moved by Smelker, seconded by Getty to recommend to the Board of Commissioners approval of the 2024 Budget Calendar. Discussion. All ayes. Nays: None. Motion carried.

2. MMRMA Property & Liability Insurance Renewal 7/1/23 – 7/1/24

Moved by Doster, seconded by Campbell to recommend to the Board of Commissioners approval of the renewal of the Liability, Vehicle Physical Damage and Property and Crime Insurance coverage through the Michigan Municipal Risk Management Authority for the period of July 1, 2023 to July 1, 2024 in the amount of \$481,247 and authorize the member representative to sign the agreement. Discussion. All ayes. Nays: None. Motion carried.

3. Pay Scale for Assistant Control I Monitor Position

Moved by Teunessen, seconded by Getty to recommend to the Board of Commissioners approval to pay the Assistant Control I Monitor position based on Grade 3 of the General Fund Department Head and Non-represented pay scale, effective 5/20/23. Discussion. All ayes. Nays: None. Motion carried.

4. Collective Bargaining Unit Letters of Agreement for 2023 – 2025 Pay Scales

Moved by Callton, seconded by Doster to recommend to the Board of Commissioners approval of the attached Letters of Agreement with the Barry County Corrections Supervisors, Barry County Corrections Division, Barry County Courthouse Employees Association, Barry County Command Officers Association, and the Barry County Deputy Sheriff Unit, increasing the wage scales each year, by an additional 3% for 2023, 3% for 2024 and 1% for 2025. Discussion. All ayes. Nays: None. Motion carried.

5. General Fund Department Heads and Non-represented Employees Pay Scales for 2023-2025

Moved by Doster, seconded by Hatfield to recommend to the Board of Commissioners approval of the attached pay scales for 2023, 2024, and 2025 for the General Fund Department Heads and Non-represented employees, increasing the wage scales each year, by an additional 3% for 2023, 3% for 2024 and 1% for 2025, effective June 3, 2023, and to increase the salary for the County Administrator for 2023 and 2024, in accordance with the pay scale increase for General Fund Department Heads in 2023 and 2024. Discussion. Ayes: Callton, Campbell, Doster, Getty, Hatfield and Jackson. Nays: Smelker & Teunessen. Motion carried.

PUBLIC COMMENT:

- Dar Leaf commented that 2 cadets will be graduating on Friday at 5:00 p.m. He stated they are down 4 correction officers and will have 1 retirement.
- Sharon Zebrowski stated she was pleased with the discussion regarding the elected officials, and would like to see the Compensation Commission dissolved.

COMMISSIONER COMMENTS:

- Commissioner Smelker stated the 911 tower has gone to the Planning Commission for approval;
- Commissioner Hatfield stated that the Planning Commission has approved the 911 tower.
- Commissioner Campbell displayed a sign with the Pledge of Allegiance on it that Bob Vanderboegh has been instrumental in providing to every classroom in Thornapple Kellogg and Hastings Schools so that our young people learn to be patriotic.
- Commissioner Teunessen stated he did not vote against the employees receiving a wage increase, but feels it is wrong to leave out the elected officials.
- Commissioner Jackson addressed the concerns of the Pine Lake residents, and has talked with Jim Dull about the situation and would like a reasonable solution with cost estimates and a public hearing.

ADJOURNMENT: at 11:08 a.m.

David Jackson, Chair
Board of Commissioners

Pamela A. Palmer, County Clerk

Approved: _____
Date & Initials

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: May 9, 2023, Board of Commissioners

DEPARTMENT: County Clerk

PREPARED BY: Pam Palmer

SUBJECT: Re-appointment to Jury Board

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval to re-appoint Mike Cunningham, 1908 Heritage Bay Drive, Middleville, Michigan 49333, to serve on the Barry County Jury Board for the term beginning May 1, 2023 and ending April 30, 2029, pursuant to the recommendation of Circuit Court Judge Vicky Alspaugh.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval to re-appoint Mike Cunningham, 1908 Heritage Bay Drive, Middleville, Michigan 49333, to serve on the Barry County Jury Board for the term beginning May 1, 2023 and ending April 30, 2029, pursuant to the recommendation of Circuit Court Judge Vicky Alspaugh.

DESCRIPTION OF ACTION: Re-appointment of member to the Jury Board pursuant to MCL 600.1301(1).

TIME FRAME OF ACTION: Term begins 5/1/23.

FUNDING REQUIRED: YES _____ NO x*

*Funds for per diems are already included in the Jury Board budget.

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: Rotating appointment of Board Member

ANY OTHER PERTINENT INFORMATION: See attached Jury Board roster.

CONTACT PERSON WITH PHONE NUMBER: Pam Palmer, (269) 945-1400, ext 1123.

(Six Year Terms)

NAME	REPRESENTING	TERM BEGINS	TERM EXPIRES
Anne Richards	Democratic Party	5-1-21	4-30-27
James French	Republican Party	5-1-19 (apptd. 2-9-16)	4-30-25
Mike Cunningham	Republican Party	5-1-17	4-30-23

[illegible]

Anne Richards	530 S. Grove St., Delton, MI 49046	623-2957
James French	171 Hunters Trail Court, Middleville, MI 49333	
Mike Cunningham	1908 Heritage Bay Drive, Middleville, MI 49333	

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: 5/9/23, BOC

DEPARTMENT: Barry County Land Bank Authority

PREPARED BY: Jennifer Heinzman, President
Barry County Chamber & Economic Alliance

SUBJECT: Appointment of Barry County Land Bank Authority Board Members

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners the following appointments to the Barry County Land Bank Authority Board: Dan King for a one year term beginning May 1, 2023 and ending April 30, 2024; David Jackson for a one year term beginning May 1, 2023 and ending April 30, 2024; and Jim McManus and Chelsey Foster for two year terms beginning May 1, 2023 and ending April 30, 2025.

<u>SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):</u> Approval of the following appointments to the Barry County Land Bank Authority Board: Dan King for a one year term beginning May 1, 2023 and ending April 30, 2024; David Jackson for a one year term beginning May 1, 2023 and ending April 30, 2024; and Jim McManus and Chelsey Foster for two year terms beginning May 1, 2023 and ending April 30, 2025.

DESCRIPTION OF ACTION: At the Board of Commissioners meeting on February 28, 2023, the Board adopted a resolution authorizing the County Treasurer, as a “foreclosing governmental unit,” to enter into an Intergovernmental Agreement with the State’s Land Bank Authority to establish the County Land Bank Authority.

The Intergovernmental agreement is finalized and has been executed between the County Treasurer and the State’s Land Bank Authority. In accordance with the Intergovernmental Agreement and Public Act 285 of 2003, the County Board of Commissioners is authorized to appoint the County Land Bank Authority Board membership. The County Land Bank Authority Board is to be comprised of the County Treasurer; one township or city official, located in Barry County; and three other County Authority Board member appointments who are residents of Barry County. (Article IV, section 4.01, page 6 of the Intergovernmental Agreement outlines the membership and terms for the Authority Board.)

It is anticipated that the Brownfield Redevelopment Authority and the County Land Bank Authority will work cooperatively. The members that are being recommended for appointment to the Land Bank Authority all currently serve on the Brownfield Redevelopment Authority also.

I have attached copies of Resolution 23-07 Approving the formation of the Barry County Land Bank Authority; Public Act 258 of 2003, the Land Bank Fast Track Act; and the Intergovernmental Agreement between the State Land Bank Authority and the Barry County Treasurer.

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: N/A

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: NA.

CONTACT PERSON WITH PHONE NUMBER:

Jennifer Heinzman, President, Barry County Chamber & Economic Alliance, 945-2454

LAND BANK AUTHORITY

(Three Year Terms, after initial staggered terms)

<u>NAME</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
Dan King	5-1-23	4-30-24
David Jackson	5-1-23	4-30-24
Jim McManus	5-1-23	4-30-25
Chelsey Foster	5-1-23	4-30-25
Sue VandeCar	Statutorily Appointed as County Treasurer	

Contact Information

Dan King	*201 E. State St., Hastings, MI 49058; 945-2468; dking@hastingsmi.org
David Jackson	5395 Guernsey Lake Rd., Delton, MI 49046; 269-623-3710; djackson@barrycounty.org
Jim McManus	*220 W. State St., Hastings, MI 49058; 945-1290; jmcmanus@barrycounty.org
Chelsey Allen Foster	526 W. Green St., Hastings, MI 49058; 269-223-1963 (w); 989-763-1058(c); chelseyafoster@gmail.com

*Denotes work address. If the member leaves employment, the appointment is still valid; home addresses and phone numbers will need to be obtained.

RESOLUTION NO. 23-07

COUNTY OF BARRY

STATE OF MICHIGAN

**RESOLUTION TO APPROVE THE FORMATION OF
THE BARRY COUNTY LAND BANK AUTHORITY**

Minutes of a regular meeting of the Board of Commissioners of the County of Barry, Michigan, held in the County Building in Hastings, Michigan on Tuesday, the 28th day of February, 2023, at 9:00 a.m. Local Time.

PRESENT: Commissioners: Hatfield, Getty, Smelker, Callton, Doster, and Teunessen.

ABSENT: Commissioners: Jackson, and Campbell.

The following preamble and resolution were offered by Commissioner Smelker and supported by Commissioner Getty:

WHEREAS, Act 258 of the Public Acts of Michigan of 2003, as amended, the Land Bank Fast Track Act ("Act 258"), provides communities with legal and financial tools to return vacant and abandoned properties to productive use; and

WHEREAS, Act 258 authorizes a "foreclosing governmental unit," which includes a County Treasurer, to enter into an intergovernmental agreement (the "Agreement") with the State Land Bank Fast Track Authority (the "State Authority") to form a County Land Bank Authority, with the approval of the Board of Commissioners; and

WHEREAS, the Barry County Treasurer proposes that the County form a land bank authority to acquire, own, accept and dispose of real property, including tax reverted properties through the foreclosure process, determine the communities' future use of the property, and facilitate redevelopment of those properties; and

WHEREAS, in accordance with Act 258, it is necessary for the County Board of Commissioners to approve and authorize the Barry County Treasurer to prepare and enter into this

Agreement with the State Authority and to provide for the establishment of the "Barry County Land Bank Authority" (the "County Authority").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF COMMISSIONERS, as follows:

1. The Board of Commissioners of the County of Barry, by a majority vote of its members-elect, hereby approves and authorizes the Barry County Treasurer to enter into the Agreement with the State Authority, in the form on file with the County Clerk, to establish the County Authority, with the final form of the Agreement to be approved as to substance by the County Treasurer and County Administrator and as to form by the County's legal counsel.

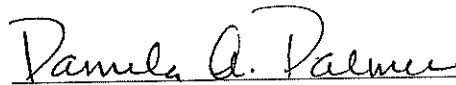
2. All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Commissioner: Hatfield, Getty, Smelker, Callton, Doster, and Teunessen.

NAYS: Commissioner: None.

ABSTAIN: Commissioner: None.

RESOLUTION DECLARED ADOPTED.



Pamela A. Palmer, Clerk
County of Barry

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

I, Pamela A. Palmer, the duly qualified and acting Clerk of the County of Barry, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting thereof held on the 28th day of February 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have affixed my official signature this 28th day of February 2023.



Pamela A. Palmer, Clerk
County of Barry

LAND BANK FAST TRACK ACT Act 258 of 2003

AN ACT to provide for the creation of land bank fast track authorities to assist governmental entities in the assembly and clearance of title to property in a coordinated manner; to facilitate the use and development of certain property; to promote economic growth; to prescribe the powers and duties of certain authorities; to provide for the creation and appointment of boards to govern land bank fast track authorities and to prescribe their powers and duties; to authorize the acquisition, maintenance, and disposal of interests in real and personal property; to authorize the conveyance of certain properties to a land bank fast track authority; to authorize the enforcement of tax liens and the clearing or quieting of title by a land bank fast track authority; to provide for the distribution and use of revenues collected or received by a land bank fast track authority; to prescribe powers and duties of certain public entities and state and local officers and agencies; to authorize the transfer and acceptance of property in lieu of taxes and the release of tax liens; to exempt property, income, and operations of a land bank fast track authority from tax; to extend protections against certain liabilities to a land bank fast track authority; and to repeal acts and parts of acts.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

The People of the State of Michigan enact:

CHAPTER 1 GENERAL PROVISIONS

124.751 Short title.

Sec. 1. This act shall be known and may be cited as the "land bank fast track act".

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties of state land bank fast track authority, with respect to issuance of bonds or notes, to Michigan finance authority, see E.R.O. No. 2010-2, compiled at MCL 124.194.

For transfer of the authority from department of energy, labor, and economic growth to department of treasury by type II transfer, see E.R.O. No. 2010-2, compiled at MCL 124.194.

For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties of state land bank fast track authority from executive director of Michigan state housing development authority to director of department of talent and economic development, and transfer of revenue bonding powers of state land bank fast track authority to Michigan strategic fund, see E.R.O. No. 2014-6, compiled at MCL 125.1995.

For reestablishment of board of directors of state land bank fast track authority, established by MCL 124.767, but abolished by MCL 124.781, see E.R.O. No. 2016-6, compiled at MCL 125.1996.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.752 Legislative findings.

Sec. 2. The legislature finds that there exists in this state a continuing need to strengthen and revitalize the economy of this state and local units of government in this state and that it is in the best interests of this state and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of that property and to promote economic growth in this state and local units of government in this state. It is declared to be a valid public purpose for a land bank fast track authority created under this act to acquire, assemble, dispose of, and quiet title to property under this act. It is further declared to be a valid public purpose for a land bank fast track authority created under this act to provide for the financing of the acquisition, assembly, disposition, and quieting of title to property, and for a land bank fast track authority to exercise other powers granted to a land bank fast track authority under this act. The legislature finds that a land bank fast track authority created under this act and powers conferred by this act constitute a necessary program and serve a necessary public purpose.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties of state land bank fast track authority from executive director of Michigan state housing development authority to director of department of talent and economic development, and transfer of revenue bonding powers of state land bank fast track authority to Michigan strategic fund, see E.R.O. No. 2014-6, compiled at MCL 125.1995.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the

state land bank fast track authority to the state land bank authority, the type 1 transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.753 Definitions.

Sec. 3. As used in this act:

(a) "Authority" means a land bank fast track authority created under section 15, section 23(4), or section 23(5).

(b) "Authority board" means the board of directors of the state authority appointed under section 16.

(c) "Casino" means a casino regulated by this state under the Michigan gaming control and revenue act, the Initiated Law of 1996, MCL 432.201 to 432.226, or a casino at which gaming is conducted under the Indian gaming regulatory act, Public Law 100-497, 102 Stat. 2467, and all property associated or affiliated with the operation of the casino, including, but not limited to, a parking lot, hotel, motel, or retail store.

(d) "County authority" means a county land bank fast track authority created by a county foreclosing governmental unit under section 23(4).

(e) "Department" means the department of labor and economic growth, a principal department of state government created by section 225 of the executive organization act of 1965, 1965 PA 380, MCL 16.325, and renamed by Executive Order No. 1996-2, MCL 445.2001, and by Executive Order No. 2003-18.

(f) "Foreclosing governmental unit" means that term as defined in section 78 of the general property tax act, 1893 PA 206, MCL 211.78.

(g) "Fund" means the land bank fast track fund created in section 18.

(h) "Intergovernmental agreement" means a contractual agreement between 1 or more governmental agencies, including, but not limited to, an interlocal agreement to jointly exercise any power, privilege, or authority that the agencies share in common and that each might exercise separately under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

(i) "Local authority" means a local land bank fast track authority created by a qualified city under section 23(5).

(j) "Local unit of government" means a city, village, township, county, or any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision.

(k) "Michigan economic development corporation" means the public body corporate created under section 28 of article VII of the state constitution of 1963 and the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, by a contractual interlocal agreement effective April 5, 1999, as amended, between local participating economic development corporations formed under the economic development corporations act, 1974 PA 338, MCL 125.1601 to 125.1636, and the Michigan strategic fund. If the Michigan economic development corporation is unable for any reason to perform its duties under this act, those duties may be exercised by the Michigan strategic fund.

(l) "Michigan state housing development authority" means the authority created under the state housing development authority act of 1966, 1966 PA 346, MCL 125.1401 to 125.1499c.

(m) "Michigan strategic fund" means the Michigan strategic fund as described in the Michigan strategic fund act, 1984 PA 270, MCL 125.2001 to 125.2093.

(n) "Qualified city" means a city that contains a first class school district and includes any department or agency of the city.

(o) "State administrative board" means the board created under 1921 PA 2, MCL 17.1 to 17.3, that exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of the state and of all state institutions.

(p) "State authority" means the land bank fast track authority created under section 15.

(q) "Tax reverted property" means property that meets 1 or more of the following criteria:

(i) The property was conveyed to this state under section 67a of the general property tax act, 1893 PA 206, MCL 211.67a, and subsequently was not sold at a public auction under section 131 of the general property tax act, 1893 PA 206, MCL 211.131, except property described in section 131 of the general property tax act, 1893 PA 206, MCL 211.131, that is withheld from sale by the director of the department of natural resources as authorized in that section.

(ii) The property was conveyed to this state under section 67a of the general property tax act, 1893 PA 206, MCL 211.67a, and subsequently was either redeemed by a local unit of government or transferred to a local unit of government under section 2101 or 2102 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.2101 and 324.2102, or under former section 461 of 1909 PA 223 except property transferred to a local unit of government that is subject to a reverter clause under which the property reverts to this state upon transfer by the local unit of government.

(iii) The property was subject to forfeiture, foreclosure, and sale for the collection of delinquent taxes as provided in sections 78 to 79a of the general property tax act, 1893 PA 206, MCL 211.78 to 211.79a, and both of the following apply:

(A) Title to the property vested in a foreclosing governmental unit under section 78k of the general property tax act, 1893 PA 206, MCL 211.78k.

(B) The property was offered for sale at an auction but not sold under section 78m of the general property tax act, 1893 PA 206, MCL 211.78m.

(iv) The property was obtained by or transferred to a local unit of government under section 78m of the general property tax act, 1893 PA 206, MCL 211.78m.

(v) Pursuant to the requirements of a city charter, the property was deeded to or foreclosed by the city or a department or agency of the city for unpaid delinquent real property taxes.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties of state land bank fast track authority from executive director of Michigan state housing development authority to director of department of talent and economic development, and transfer of revenue bonding powers of state land bank fast track authority to Michigan strategic fund, see E.R.O. No. 2014-6, compiled at MCL 125.1995.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.754 Powers.

Sec. 4. (1) Except as otherwise provided in this act, an authority may do all things necessary or convenient to implement the purposes, objectives, and provisions of this act, and the purposes, objectives, and powers delegated to the board of directors of an authority by other laws or executive orders, including, but not limited to, all of the following:

(a) Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business.

(b) Sue and be sued in its own name and plead and be impleaded, including, but not limited to, defending the authority in an action to clear title to property conveyed by the authority.

(c) Borrow money and issue bonds and notes according to the provisions of this act.

(d) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, interlocal agreements under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, for the joint exercise of powers under this act.

(e) Solicit and accept gifts, grants, labor, loans, and other aid from any person, or the federal government, this state, or a political subdivision of this state or any agency of the federal government, this state, a political subdivision of this state, or an intergovernmental entity created under the laws of this state or participate in any other way in a program of the federal government, this state, a political subdivision of this state, or an intergovernmental entity created under the laws of this state.

(f) Procure insurance against loss in connection with the property, assets, or activities of the authority.

(g) Invest money of the authority, at the discretion of the board of directors of the authority, in instruments, obligations, securities, or property determined proper by the board of directors of the authority, and name and use depositories for its money.

(h) Employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the authority. The authority shall determine the qualifications, duties, and compensation of those it employs. The board of directors of an authority may delegate to 1 or more members, officers, agents, or employees any powers or duties it considers proper. Members of the board of directors of an authority shall serve without compensation but shall be reimbursed for actual and necessary expenses subject to available appropriations.

(i) Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants, and auditors for rendering professional financial assistance and advice payable out of any money of the authority.

(j) Study, develop, and prepare the reports or plans the authority considers necessary to assist it in the exercise of its powers under this act and to monitor and evaluate progress under this act.

(k) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by an authority.

(l) Do all other things necessary or convenient to achieve the objectives and purposes of the authority or other laws that relate to the purposes and responsibility of the authority.

(2) The enumeration of a power in this act shall not be construed as a limitation upon the general powers of an authority. The powers granted under this act are in addition to those powers granted by any other statute or charter.

(3) An authority, in its discretion, may contract with others, public or private, for the provision of all or a portion of the services necessary for the management and operation of the authority.

(4) If an authority holds a tax deed to abandoned property, the authority may quiet title to the property under section 79a of the general property tax act, 1893 PA 206, MCL 211.79a.

(5) The property of an authority and its income and operations are exempt from all taxation by this state or any of its political subdivisions.

(6) An authority shall not assist or expend any funds for, or related to, the development of a casino.

(7) An authority shall not levy any tax or special assessment.

(8) An authority shall not exercise the power of eminent domain or condemn property.

(9) An authority shall adopt a code of ethics for its directors, officers, and employees.

(10) An authority shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The governing body of an authority shall require that any member of the governing body with a direct or indirect interest in any matter before the authority disclose the member's interest to the governing body before the board takes any action on the matter.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.755 Acquisition of property; accepting deed in lieu of foreclosure or sale; release of tax lien.

Sec. 5. (1) Except as provided in section 4(8), an authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise on terms and conditions and in a manner the authority considers proper, real or personal property, or rights or interests in real or personal property.

(2) Real property acquired by an authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise, except as provided in section 4(8). The authority may acquire real property or rights or interests in real property for any purpose the authority considers necessary to carry out the purposes of this act, including, but not limited to, 1 or more of the following purposes:

(a) The use or development of property the authority has otherwise acquired.

(b) To facilitate the assembly of property for sale or lease to any other public or private person, including, but not limited to, a nonprofit or for profit corporation.

(c) To protect or prevent the extinguishing of any lien, including a tax lien, held by the authority or imposed upon property held by the authority.

(3) An authority may also acquire by purchase, on terms and conditions and in a manner the authority considers proper, property or rights or interest in property from 1 or more of the following sources:

(a) The department of natural resources under section 2101 or 2102 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.2101 and 324.2102.

(b) A foreclosing governmental unit under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157.

(c) The Michigan state housing development authority under the state housing development authority act of 1966, 1966 PA 346, MCL 125.1401 to 125.1499c.

(4) An authority may hold and own in its name any property acquired by it or conveyed to it by this state, a foreclosing governmental unit, a local unit of government, an intergovernmental entity created under the laws of this state, or any other public or private person, including, but not limited to, tax reverted property and property with or without clear title.

(5) All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of an authority, including agreements to acquire or dispose of real property, may be approved by and executed in the name of the authority.

(6) A foreclosing governmental unit may not transfer property subject to forfeiture, foreclosure, and sale under sections 78 to 78p of the general property tax act, 1893 PA 206, MCL 211.78 to 211.78p, until after the property has been offered for sale or other transfer under section 78m of the general property tax act, 1893 PA 206, MCL 211.78m, and the foreclosing governmental unit has retained possession of the property under

section 78m(7) of the general property tax act, 1893 PA 206, MCL 211.78m.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.756 Preservation of property value.

Sec. 6. (1) An authority may, without the approval of a local unit of government in which property held by the authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. An authority may take or perform the following with respect to property held or owned by the authority:

(a) Grant or acquire a license, easement, or option with respect to property as the authority determines is reasonably necessary to achieve the purposes of this act.

(b) Fix, charge, and collect rents, fees, and charges for use of property under the control of the authority or for services provided by the authority.

(c) Pay any tax or special assessment due on property acquired or owned by the authority.

(d) Take any action, provide any notice, or institute any proceeding required to clear or quiet title to property held by the authority in order to establish ownership by and vest title to property in the authority, including, but not limited to, an expedited quiet title and foreclosure action under section 9.

(e) Remediate environmental contamination on any property held by the authority.

(2) An authority shall be made a party to and shall defend any action or proceeding concerning title claims against property held by the authority.

(3) Subject to subsection (4), an authority may accept from a person with an interest in a parcel of tax delinquent property or tax reverted property a deed conveying that person's interest in the property in lieu of the foreclosure or sale of the property for delinquent taxes, penalties, and interest levied under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157, or delinquent specific taxes levied under another law of this state against the property by a local unit of government or other taxing jurisdiction.

(4) An authority may not accept under subsection (3) a deed in lieu of foreclosure or sale of the tax lien attributable to taxes levied by a local unit of government or other taxing jurisdiction without the written approval of all taxing jurisdictions and the foreclosing governmental unit that would be affected. Upon approval of the affected taxing jurisdictions and the foreclosing governmental unit, all of the unpaid general ad valorem taxes and specific taxes levied on the property, whether recorded or not, shall be extinguished. The authority shall record proof of the acceptance by the affected taxing jurisdictions under this subsection and the deed in lieu of foreclosure with the register of deeds for the county in which the property is located.

(5) Except as provided in subsection (4), conveyance of property by deed in lieu of foreclosure under this section shall not affect or impair any other lien against that property or any existing recorded or unrecorded interest in that property, including, but not limited to, future installments of special assessments, liens recorded by this state, or restrictions imposed under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106, easements or rights-of-way, private deed restrictions, security interests and mortgages, or tax liens of other taxing jurisdictions or a foreclosing governmental unit that does not consent to a release of their liens.

(6) A tax lien against property held by or under the control of an authority may be released at any time by 1 or more of the following:

(a) The governing body of a local unit of government with respect to a lien held by the local unit of government.

(b) The governing body of any other taxing jurisdiction other than this state with respect to a lien held by the taxing jurisdiction.

(c) A foreclosing governmental unit with respect to a tax lien or right to collect a tax held by the foreclosing governmental unit.

(d) The state treasurer with respect to a tax lien securing the state education tax under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the

state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.757 Disposition of property by authority; inventory and classification of property; title status and suitability for use; recording property transfer.

Sec. 7. (1) Except as an authority otherwise agrees by intergovernmental agreement or otherwise, on terms and conditions, and in a manner and for an amount of consideration an authority considers proper, fair, and valuable, including for no monetary consideration, the authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the authority holds a legal interest to any public or private person for value determined by the authority. If the department of environmental quality determines that conditions on a property transferred to an authority under section 78m(15) of the general property tax act, 1893 PA 206, MCL 211.78m, represent an acute threat to public health, safety, and welfare, or to the environment, the authority shall not convey, sell, transfer, exchange, lease, or otherwise dispose of the property until after a determination by the department of environmental quality that the acute threat has been eliminated and that conveyance, sale, transfer, exchange, lease, or other disposal of the property by the authority will not interfere with any response activities by the department. The transfer and use of property under this section and the exercise by the authority of powers and duties under this act shall be considered a necessary public purpose and for the benefit of the public.

(2) All property held by an authority shall be inventoried and classified by the authority according to title status and suitability for use.

(3) A document, including, but not limited to, a deed, evidencing the transfer under this act of 1 or more parcels of property to an authority by this state or a political subdivision of this state may be recorded with the register of deeds office in the county in which the property is located without the payment of a fee.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties of department of environmental quality to department of natural resources and environment, see E.R.O. No. 2009-31, compiled at MCL 324.99919.

For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.758 Receipt of tax, penalty, or interest payments; return to local tax collecting unit; retention of proceeds.

Sec. 8. (1) Money received by an authority as payment of taxes, penalties, or interest, or from the redemption or sale of property subject to a tax lien of any taxing unit shall be returned to the local tax collecting unit in which the property is located for distribution on a pro rata basis to the appropriate taxing units in an amount equal to delinquent taxes, penalties, and interest owed on the property, if any.

(2) Except as otherwise provided in this act, as required by other law, as required under the provisions of a deed, or as an authority otherwise agrees, any proceeds received by the authority may be retained by the authority for the purposes of this act.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

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124.759 Expedited quiet title and foreclosure action; procedure.

Sec. 9. (1) An authority may initiate an expedited quiet title and foreclosure action under this section to quiet title to real property held by the authority or interests in tax reverted property held by the authority by recording with the register of deeds in the county in which the property subject to expedited quiet title and foreclosure is located a notice of pending expedited quiet title and foreclosure action in a form prescribed by the department of treasury. The notice shall include a legal description of the property, the street address of the property if available, the name, address, and telephone number of the authority, a statement that the property is subject to expedited quiet title proceedings and foreclosure under this act, and a statement that any legal interests in the property may be extinguished by a circuit court order vesting title to the property in the authority. If a notice is recorded in error, the authority may correct the error by recording a certificate of

correction with the register of deeds. A notice or certificate under this subsection need not be notarized and may be authenticated by a digital signature or other electronic means. Property is not subject to an expedited quiet title and foreclosure action under this section if the property was forfeited under section 78g of the general property tax act, 1893 PA 206, MCL 211.78g, and remains subject to foreclosure under section 78k of the general property tax act, 1893 PA 206, MCL 211.78k. If an authority has reason to believe that a property subject to an expedited quiet title and foreclosure action under this section may be the site of environmental contamination, the authority shall provide the department of environmental quality with any information in the possession of the authority that suggests the property may be the site of environmental contamination.

(2) After recording the notice under subsection (1), an authority shall initiate a search of records identified in this subsection to identify the owners of a property interest in the property who are entitled to notice of the quiet title and foreclosure hearing under this section. The authority may enter into a contract with or may request from 1 or more authorized representatives a title search or other title product to identify the owners of a property interest in the property as required under this subsection or to perform the other functions set forth in this section required for the quieting of title to property under this act. The owner of a property interest is entitled to notice under this section if that owner's interest was identifiable by reference to any of the following sources before the date that the authority records the notice under subsection (1):

- (a) Land title records in the office of the county register of deeds.
- (b) Tax records in the office of the county treasurer.
- (c) Tax records in the office of the local assessor.
- (d) Tax records in the office of the local treasurer.

(3) An authority may file a single petition with the clerk of the circuit court in which property subject to expedited foreclosure under this section is located listing all property subject to expedited foreclosure by the authority and for which the authority seeks to quiet title. If available to the authority, the list of properties shall include a legal description of, a tax parcel identification number for, and the street address of each parcel of property. The petition shall seek a judgment in favor of the authority against each property listed and shall include a date, within 90 days, on which the authority requests a hearing on the petition. The petition shall request that a judgment be entered vesting absolute title in the authority, without right of redemption for each parcel of property listed, as provided in this section. Prior to the entry of judgment under this section, the authority may request the court to remove property erroneously included in the petition, or any tax delinquent properties redeemed prior to the hearing.

(4) The clerk of the circuit court in which a petition is filed under subsection (3) shall immediately set the date, time, and place for a hearing on the petition for foreclosure. The date shall be set by the clerk and shall not be more than 10 days after the date requested by the authority in the petition. In no event may the clerk schedule the hearing later than 90 days after the filing of a petition by the authority under subsection (3).

(5) After completing the records search under subsection (2), an authority shall determine the address or addresses reasonably calculated to inform those owners of a property interest in property subject to expedited foreclosure under this section of the pendency of the quiet title and foreclosure hearing under subsection (1). If, after conducting the title search, the authority is unable to determine an address reasonably calculated to inform persons with a property interest in property subject to expedited tax foreclosure, or if the authority discovers a deficiency in notice under subsection (10), the following shall be considered reasonable steps by the authority to ascertain the addresses of persons with a property interest in the property subject to expedited foreclosure or to ascertain an address necessary to correct a deficiency in notice under subsection (10):

(a) For an individual, a search of records of the county probate court for the county in which the property is located.

(b) For an individual, a search of the qualified voter file established under section 509o of the Michigan election law, 1954 PA 116, MCL 168.509o, which is authorized by this subdivision.

(c) For a partnership, a search of partnership records filed with the county clerk.

(d) For a business entity other than a partnership, a search of business entity records filed with the corporation division of the department.

(6) Not less than 30 days before the quiet title and foreclosure hearing under subsection (11), the authority shall send notice by certified mail, return receipt requested, of the hearing to the persons identified under subsection (5) with a property interest in property subject to expedited foreclosure. The authority shall also send a notice via regular mail addressed to the "Occupant" for each property subject to expedited foreclosure if an address for the property is ascertainable.

(7) Not less than 30 days before the quiet title and foreclosure hearing under subsection (11), the authority or its authorized representative or authorized agent shall visit each parcel of property subject to expedited foreclosure and post conspicuously on the property notice of the hearing. In addition to the requirements of subsection (8), the notice shall also include the following statement: "THIS PROPERTY HAS BEEN

TRANSFERRED TO THE _____ LAND BANK FAST TRACK AUTHORITY AND IS SUBJECT TO AN EXPEDITED QUIET TITLE AND FORECLOSURE ACTION. PERSONS WITH INFORMATION REGARDING THE PRIOR OWNER OF THE PROPERTY ARE REQUESTED TO CONTACT THE LAND BANK FAST TRACK AUTHORITY AT _____."

(8) The notice required under subsections (6) and (7) shall include:

(a) The date on which the authority recorded under subsection (1) notice of the pending expedited quiet title and foreclosure action.

(b) A statement that a person with a property interest in the property may lose his or her interest, if any, as a result of the quiet title and foreclosure hearing under subsection (11).

(c) A legal description, parcel number of the property, and the street address of the property, if available.

(d) The person to whom the notice is addressed.

(e) The date and time of the hearing on the petition for foreclosure under subsection (11) and a statement that the judgment of the court may result in title to the property vesting in the authority.

(f) An explanation of any rights of redemption and notice that the judgment of the court may extinguish any ownership interest in or right to redeem the property.

(g) The name, address, and telephone number of the authority.

(h) A statement that persons with information regarding the owner or prior owner of any of the properties are requested to contact the authority.

(9) If the authority is unable to ascertain the address reasonably calculated to inform the owners of a property interest entitled to notice under this section, or is unable to provide notice under subsection (6) or (7), the authority shall provide notice by publication. Prior to the hearing, a notice shall be published for 3 successive weeks, once each week, in a newspaper published and circulated in the county in which the property is located. If no paper is published in that county, publication shall be made in a newspaper published and circulated in an adjoining county. This publication shall substitute for notice under subsection (6) or (7). The published notice shall include all of the following:

(a) A legal description, parcel number of the property, and the street address of the property, if available.

(b) The name of any person not notified under subsection (6) or (7) that the authority reasonably believes may be entitled to notice under this section of the quiet title and foreclosure hearing under subsection (11).

(c) A statement that a person with a property interest in the property may lose his or her interest, if any, as a result of the foreclosure proceeding under subsection (11).

(d) The date and time of the hearing on the petition for foreclosure under subsection (11).

(e) A statement that the judgment of the court may result in title to the property vesting in the authority.

(f) An explanation of any rights of redemption and notice that judgment of the court may extinguish any ownership interest in or right to redeem the property.

(g) The name, address, and telephone number of the authority.

(h) A statement that persons with information regarding the owner or prior owner of any of the properties are requested to contact the authority.

(10) If prior to the quiet title and foreclosure hearing under subsection (11) the authority discovers any deficiency in the provision of notice under this section, the authority shall take reasonable steps in good faith to correct the deficiency before the hearing. The provisions of this section relating to notice of the quiet title and foreclosure hearing are exclusive and exhaustive. Other requirements relating to notice and proof of service under other law, rule, or other legal requirement are not applicable to notice or proof of service under this section.

(11) If a petition for expedited quiet title and foreclosure is filed under subsection (3), before the hearing, the authority shall file with the clerk of the circuit court proof of notice by certified mail under subsection (6), proof of notice by posting on the property under subsection (7), and proof of notice by publication, if applicable. A person claiming an interest in a parcel of property set forth in the petition for foreclosure who desires to contest that petition shall file written objections with the clerk of the circuit court and serve those objections on the authority before the date of the hearing. The circuit court may appoint and utilize as the court considers necessary a special master for assistance with the resolution of any objections to the foreclosure or questions regarding the title to property subject to foreclosure. If the court withholds property from foreclosure, an authority's ability to include the property in a subsequent petition for expedited quiet title and foreclosure is not prejudiced. No injunction shall issue to stay an expedited quiet title and foreclosure action under this section. The circuit court shall enter judgment on a petition to quiet title and foreclosure filed under subsection (3) not more than 10 days after the conclusion of the hearing or contested case, and the judgment shall be effective 10 days after the conclusion of the hearing or contested case. The circuit court's judgment shall specify all of the following:

(a) The legal description and, if known, the street address of the property foreclosed.

(b) That fee simple title to property foreclosed by the judgment is vested absolutely in the authority, except as otherwise provided in subdivisions (c) and (e), without any further rights of redemption.

(c) That all liens against the property, including any lien for unpaid taxes or special assessments, except future installments of special assessments and liens recorded by this state or the authority under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106, are extinguished.

(d) That, except as otherwise provided in subdivisions (c) and (e), the authority has good and marketable fee simple title to the property.

(e) That all existing recorded and unrecorded interests in that property are extinguished, except a visible or recorded easement or right-of-way, private deed restrictions, plat restrictions, or restrictions or other governmental interests imposed under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106.

(f) A finding that all persons entitled to notice and an opportunity to be heard have been provided that notice and opportunity. A person shall be deemed to have been provided notice and an opportunity to be heard if the authority followed the procedures for provision of notice by mail, for visits to property subject to expedited quiet title and foreclosure, and for publication under this section, or if 1 or more of the following apply:

(i) The person had constructive notice of the hearing by acquiring an interest in the property after the date of the recording under subsection (1) of the notice of pending expedited quiet title and foreclosure action.

(ii) The person appeared at the hearing under this subsection or submitted written objections to the clerk of the circuit court under this subsection prior to the hearing.

(iii) Prior to the hearing under this subsection, the person had actual notice of the hearing.

(12) Except as otherwise provided in subsection (11)(c) and (e), fee simple title to property set forth in a petition for foreclosure filed under subsection (3) shall vest absolutely in the authority upon the effective date of the judgment by the circuit court and the authority shall have absolute title to the property. The authority's title is not subject to any recorded or unrecorded lien, except as provided in subsection (11) and shall not be stayed or held invalid except as provided in subsection (13). A judgment entered under this section is a final order with respect to the property affected by the judgment and shall not be modified, stayed, or held invalid after the effective date of the judgment, except as provided in subsection (14).

(13) An authority or a person claiming to have a property interest under subsection (2) in property foreclosed under this section may within 21 days of the effective date of the judgment under subsection (12) appeal the circuit court's order or the circuit court's judgment foreclosing property to the court of appeals. An appeal under this subsection is limited to the record of the proceedings in the circuit court under this section. The circuit court's judgment foreclosing property shall be stayed until the court of appeals has reversed, modified, or affirmed that judgment. If an appeal under this subsection stays the circuit court's judgment foreclosing property, the circuit court's judgment is stayed only as to the property that is the subject of that appeal and the circuit court's judgment foreclosing other property that is not the subject of that appeal is not stayed. To appeal the circuit court's judgment foreclosing property, a person appealing the judgment shall pay to the authority any taxes, interest, penalties, and fees due on the property and provide notice of the appeal to the authority within 21 days after the circuit court's judgment is effective. If the circuit court's judgment foreclosing the property is affirmed on appeal, the amount determined to be due shall be refunded to the person who appealed the judgment. If the circuit court's judgment foreclosing the property is reversed or modified on appeal, the authority shall refund the amount determined to be due to the person who appealed the judgment, if any, and forward the balance to the appropriate taxing jurisdictions in accordance with the order of the court of appeals.

(14) The authority shall record a notice of judgment for each parcel of foreclosed property in the office of the register of deeds for the county in which the foreclosed property is located in a form prescribed by the department of treasury. If an authority records a notice of judgment in error, the authority may subsequently record a certificate of correction. A notice or certificate under this subsection need not be notarized and may be authenticated by a digital signature or other electronic means. After the entry of a judgment foreclosing the property under this section, if the property has not been transferred by the authority, the authority may cancel the foreclosure by recording with the register of deeds of the county in which the property is located a certificate of error in a form prescribed by the department of treasury, if the authority discovers any of the following:

(a) The description of the property used in the expedited quiet title and foreclosure proceeding was so indefinite or erroneous that the foreclosure of the property was void.

(b) An owner of an interest in the property entitled to notice of the expedited quiet title and proceedings against the property under this section was not provided notice sufficient to satisfy the minimum due process requirements of the constitution of this state and the constitution of the United States.

(c) A judgment of foreclosure was entered under this section in violation of an order issued by a United States bankruptcy court.

(15) If a judgment of foreclosure is entered under subsection (12), and all existing recorded and unrecorded interests in a parcel of property are extinguished as provided in subsection (12), the owner of any extinguished recorded or unrecorded interest in that property who claims that he or she did not receive notice of the expedited quiet title and foreclosure action shall not bring an action for possession of the property against any subsequent owner, but may only bring an action to recover monetary damages as provided in this subsection. The court of claims has original and exclusive jurisdiction in any action to recover monetary damages under this subsection. An action to recover monetary damages under this subsection shall not be brought more than 2 years after a judgment for foreclosure is entered under subsection (12). Any monetary damages recoverable under this subsection shall be determined as of the date a judgment for foreclosure is entered under subsection (12) and shall not exceed the fair market value of the interest in the property held by the person bringing the action under this section on that date, less any taxes, interest, penalties, and fees owed on the property as of that date. The right to sue for monetary damages under this subsection shall not be transferable except by testate or intestate succession.

(16) The owner of a property interest with notice of the quiet title and foreclosure hearing under subsection (11) may not assert any of the following:

(a) That notice to the owner was insufficient or inadequate in any way because some other owner of a property interest in the property was not notified.

(b) That any right to redeem tax reverted property was extended in any way because some other person was not notified.

(17) A person holding or formerly holding an interest in tax reverted property subject to expedited foreclosure under this section is barred from questioning the validity of the expedited foreclosure under this section if 1 or more of the following apply:

(a) Prior to the transfer of the property to the authority, the property was deeded to this state under section 67a of the general property tax act, 1893 PA 206, MCL 211.67a, and the person or the person's predecessor in title was notified of a hearing regarding the deeding of the property as required by section 131e of the general property tax act, 1893 PA 206, MCL 211.131e.

(b) Prior to the transfer of the property to the authority, title to the property vested in a foreclosing governmental unit following a circuit court hearing under section 78k of the general property tax act, 1893 PA 206, MCL 211.78k, and the person or the person's predecessor in title was notified of the hearing under section 78i of the general property tax act, 1893 PA 206, MCL 211.78i.

(18) The failure of an authority to comply with any provision of this section shall not invalidate any proceeding under this section if a person with a property interest in property subject to foreclosure was accorded the minimum due process required under the state constitution of 1963 and the constitution of the United States.

(19) It is the intent of the legislature that the provisions of this section relating to the expedited quiet title and foreclosure of property by an authority satisfy the minimum requirements of due process required under the constitution of this state and the constitution of the United States but that the provisions do not create new rights beyond those required under the state constitution of 1963 or the constitution of the United States. The failure of an authority, this state, a political subdivision of this state, or a local unit of government to follow a requirement of this section relating to the expedited quiet title and foreclosure of property held by an authority shall not be construed to create a claim or cause of action against an authority, this state, a political subdivision of this state, or a local unit of government unless the minimum requirements of due process accorded under the state constitution of 1963 or the constitution of the United States are violated.

(20) As used in this section, "authorized representative" includes 1 or more of the following:

(a) A title insurance company or agent licensed to conduct business in this state.

(b) An attorney licensed to practice law in this state.

(c) A person accredited in land title search procedures by a nationally recognized organization in the field of land title searching.

(d) A person with demonstrated experience in the field of searching land title records, as determined by the authority.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties of department of environmental quality to department of natural resources and environment, see E.R.O. No. 2009-31, compiled at MCL 324.99919.

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124.760 Property as site of environmental contamination; information to be provided to department of environmental quality; property subject to certain conditions; liability.

Sec. 10. (1) If an authority has reason to believe that property held by the authority may be the site of environmental contamination, the authority shall provide the department of environmental quality with any information in the possession of the authority that suggests that the property may be the site of environmental contamination.

(2) If property held by an authority is a facility as defined under section 20101(1)(o) of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101, prior to the sale or transfer of the property under this section, the property is subject to all of the following:

(a) Upon reasonable written notice from the department of environmental quality, the authority shall provide access to the department of environmental quality, its employees, its contractors, and any other person expressly authorized by the department of environmental quality to conduct response activities at the property. Reasonable written notice under this subdivision may include, but is not limited to, notice by electronic mail or facsimile, if the authority consents to notice by electronic mail or facsimile prior to provision of notice by the department of environmental quality.

(b) If requested by the department of environmental quality to protect public health, safety, and welfare or the environment, the authority shall grant an easement for access to conduct response activities on the property as authorized under chapter 7 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 to 324.20302.

(c) If requested by the department of environmental quality to protect public health, safety, and welfare or the environment, the authority shall place and record deed restrictions on the property as authorized under chapter 7 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 to 324.20302.

(d) The department of environmental quality may place an environmental lien on the property as authorized under section 20138 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20138.

(3) For purposes of part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 to 324.20142, an authority shall be considered a local unit of government. Except as provided under parts 111, 115, and 315 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.11101 to 324.11153, 324.11501 to 324.11550, and 324.31501 to 324.31529, the acquisition or control of property through tax delinquent forfeiture, foreclosure, or sale, abandonment, court order, circumstances in which the authority has acquired title or control of the property under this act, or by a transfer of the property to the authority by this state, an agency or department of this state, or any local unit of government of this state shall not subject the authority to liability under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106, unless the authority is responsible for an activity causing a release on the property or other activity giving rise to liability under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106. This subsection shall not be considered to restrict or diminish any protection from liability that is otherwise available to the authority under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties of department of environmental quality to department of natural resources and environment, see E.R.O. No. 2009-31, compiled at MCL 324.99919.

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124.761 Waste of or unlawful removal of property; restraining order.

Sec. 11. (1) An authority may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any property from tax reverted property or other real property held by the authority.

(2) A circuit court may, on application, order the purchaser of any real property sold by an authority under this act in possession of the property.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

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124.762 Authority as party to civil action.

Sec. 12. An authority shall be made a party to any action or proceeding instituted for the purpose of setting aside title to property held by the authority, the sale of property by the authority, or an expedited foreclosure under section 9. A hearing in any such proceeding shall not be held until the authority is served with process and proper proof of service is filed.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

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124.763 Property of authority as public property.

Sec. 13. Property of an authority is public property devoted to an essential public and governmental function and purpose. Income of the authority is considered to be for a public and governmental purpose. The property of the authority and its income and operation are exempt from all taxes and special assessments of this state or a local unit of government of this state. Bonds or notes issued by the authority, and the interest on and income from those bonds and notes, are exempt from all taxation of this state or a local unit of government.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

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124.764 Construction, intent, and scope of act.

Sec. 14. (1) This act shall be construed liberally to effectuate the legislative intent and the purposes as complete and independent authorization for the performance of each and every act and thing authorized by this act, and all powers granted shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers. In the exercise of its powers and duties under this act and its powers relating to property held by the authority, the authority shall have complete control as fully and completely as if it represented a private property owner and shall not be subject to restrictions imposed on the authority by the charter, ordinances, or resolutions of a local unit of government.

(2) Unless permitted by this act or approved by an authority, any restrictions, standards, conditions, or prerequisites of a city, village, township, or county otherwise applicable to an authority and enacted after the effective date of this act shall not apply to an authority. This subsection is intended to prohibit special local legislation or ordinances applicable exclusively or primarily to an authority and not to exempt an authority from laws generally applicable to other persons or entities.

(3) The provisions of this act apply notwithstanding any resolution, ordinance, or charter provision to the contrary. This section is not intended to exempt an authority from local zoning or land use controls, including, but not limited to, those controls authorized under the city and village zoning act, 1921 PA 207, MCL 125.581 to 125.600, the local historic districts act, 1970 PA 169, MCL 399.201 to 399.215, or 1945 PA 344, MCL 125.71 to 125.84.

(4) The transfer to an authority of tax reverted property, the title to which involuntarily vested in this state under section 67a of the general property tax act, 1893 PA 206, MCL 211.67a, in a foreclosing governmental unit under section 78m(7) of the general property tax act, 1893 PA 206, MCL 211.78m, or in a qualified city pursuant to procedures established under the charter or ordinances of the qualified city, shall be construed as an involuntary transfer of property to the authority. After a transfer described in this subsection, the authority shall be deemed to have assumed any governmental immunity or other legal defenses of this state, the foreclosing governmental unit, or the local unit of government related to the property and the manner in which title to the property was held by this state or the local unit of government.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.765 Land bank fast track authority; creation; powers and duties; staffing; cooperation with state departments and agencies.

Sec. 15. (1) The land bank fast track authority is created as a public body corporate and politic within the department.

(2) The state authority shall exercise its powers, duties, functions, and responsibilities independently of the director of the department. The budgeting, procurement, and related administrative or management functions of the state authority shall be performed under the direction and supervision of the director of the department. The state authority may contract with the department for the purpose of maintaining the rights and interests of the state authority.

(3) Subject to available appropriations, if requested by the state authority, the department shall provide staff and other support to the state authority sufficient to carry out its duties, powers, and responsibilities.

(4) All departments and agencies of state government shall provide full cooperation to the state authority in the performance of its duties, powers, and responsibilities.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties of state land bank fast track authority, with respect to issuance of bonds or notes, to Michigan finance authority, see E.R.O. No. 2010-2, compiled at MCL 12.194.

For transfer of the authority from department of energy, labor, and economic growth to department of treasury by type II transfer, see E.R.O. No. 2010-2, compiled at MCL 12.194.

For transfer of state land bank fast track authority from Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of state land bank fast track authority to Michigan strategic fund, see E.R.O. No. 2011-4, compiled at MCL 445.2030.

For transfer of powers and duties of state land bank fast track authority from executive director of Michigan state housing development authority to director of department of talent and economic development, and transfer of revenue bonding powers of state land bank fast track authority to Michigan strategic fund, see E.R.O. No. 2014-6, compiled at MCL 125.1995.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.766 Board of directors; membership; appointment; terms; oath; removal; vacancy; election of chairperson and vice-chairperson; designation of representative; discharge of duties.

Sec. 16. (1) The purposes, powers, and duties of the state authority are vested in and shall be exercised by a board of directors. The authority board shall consist of 7 members. The governor shall appoint 4 residents of this state as members of the authority board. The members of the authority board shall serve terms of 4 years. In appointing the initial members of the authority board, the governor shall designate 2 to serve for 4 years, 1 to serve for 3 years, and 1 to serve for 2 years. All of the following shall also serve as members of the authority board:

(a) The director of the department or his or her designee.

(b) The chief executive officer of the Michigan economic development corporation or his or her designee.

(c) The executive director of the Michigan state housing development authority or his or her designee.

(2) Upon appointment to the authority board under subsection (1) and upon the taking and filing of the constitutional oath of office prescribed in section 1 of article XI of the state constitution of 1963, a member of the authority board shall enter the office and exercise the duties of the office. A member of the authority board may be removed by the governor as provided in section 10 of article V of the state constitution of 1963.

(3) Regardless of the cause of a vacancy on the authority board, the governor shall fill a vacancy in the office by appointment in the same manner as an appointment under subsection (1). A vacancy shall be filled for the balance of the unexpired term of the office. A member of the authority board shall hold office until a successor has been appointed and qualified.

(4) The authority board shall elect a chairperson and a vice-chairperson from among its members. Members of the authority board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

(5) A state officer or director who is a member of the authority board may designate a representative from

his or her department or agency as a voting member of the authority board for 1 or more meetings.

(6) A member of the authority board, officer, employee, or agent of the state authority shall discharge the duties of his or her position in a nonpartisan manner, with good faith, and with that degree of diligence, care, and skill that an ordinarily prudent person would exercise under similar circumstances in a like position. In discharging the duties of his or her position, a member of the authority board or an officer, employee, or agent, when acting in good faith, may rely upon the opinion of counsel for the state authority, upon the report of an independent appraiser selected with reasonable care by the board, or upon financial statements of the authority represented to the member of the authority board or officer, employee, or agent of the state authority to be correct by the president or the officer of the state authority having charge of its books or account, or stated in a written report by a certified public accountant or firm of certified public accountants fairly to reflect the financial condition of the state authority.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of state land bank fast track authority from Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of the position on state land bank fast track authority designated for director of department under section 16(1)(a) to state treasurer, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties of board of directors and office of executive director of state land bank fast track authority to the office of executive director of Michigan state housing development authority, see E.R.O. No. 2014-3, compiled at MCL 124.781.

For transfer of powers and duties of state land bank fast track authority from executive director of Michigan state housing development authority to director of department of talent and economic development, and transfer of revenue bonding powers of state land bank fast track authority to Michigan strategic fund, see E.R.O. No. 2014-6, compiled at MCL 125.1995.

For reestablishment of board of directors of state land bank fast track authority, established by MCL 124.767, but abolished by MCL 124.781, see E.R.O. No. 2016-6, compiled at MCL 125.1996.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.767 Executive director; appointment; eligibility; oath; duties.

Sec. 17. The governor shall appoint a person to serve as the executive director of the state authority. A member of the authority board is not eligible to hold the position of executive director. Before entering upon the duties of his or her office, the executive director shall take and file the constitutional oath of office provided in section 1 of article XI of the state constitution of 1963. Subject to the approval of the authority board, the executive director shall supervise, and be responsible for, the performance of the functions of the state authority under this act. The executive director shall attend the meetings of the authority board and shall provide the authority board and the governing body of the state authority a regular report describing the activities and financial condition of the state authority. The executive director shall furnish the authority board with information or reports governing the operation of the state authority as the authority board requires.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of state land bank fast track authority from Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties of board of directors and office of executive director of state land bank fast track authority to the office of executive director of Michigan state housing development authority, see E.R.O. No. 2014-3, compiled at MCL 124.781.

For transfer of powers and duties of state land bank fast track authority from executive director of Michigan state housing development authority to director of department of talent and economic development, and transfer of revenue bonding powers of state land bank fast track authority to Michigan strategic fund, see E.R.O. No. 2014-6, compiled at MCL 125.1995.

For reestablishment of board of directors of state land bank fast track authority, established by MCL 124.767, but abolished by MCL 124.781, see E.R.O. No. 2016-6, compiled at MCL 125.1996.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.768 Land bank fast track fund; creation; receipt of money or other assets; transfer of money in urban land assembly loan fund; loan repayments; money remaining in fund; expenditures; disposition of proceeds.

Sec. 18. (1) The land bank fast track fund is created under the jurisdiction and control of the state authority and may be administered to secure any notes and bonds of the state authority.

(2) The state authority may receive money or other assets from any source for deposit into the fund. The state treasurer shall transfer all money in the urban land assembly loan fund created under former 1981 PA

171 to the fund, and close the urban land assembly loan fund. Any loan repayments that would otherwise be made to the urban land assembly loan fund shall be made to the fund.

(3) The state authority shall credit to the fund interest and earnings from fund investments.

(4) Money in the fund at the close of the fiscal year shall remain in the fund and shall not lapse to any other fund.

(5) The state authority shall expend money from the fund only for 1 or more of the following:

(a) Costs to clear or quiet title to property held by the state authority.

(b) To repay a loan made to the state authority under section 2f of 1855 PA 105, MCL 21.142f.

(c) Any other purposes provided in this act.

(6) The state authority shall deposit into the fund all money it receives from the sale or transfer of property under this act, subject to section 8. The state authority shall credit to the fund the proceeds of the sale of notes or bonds to the extent provided for in the authorizing resolution of the state authority, and any other money made available to the state authority for the purposes of the fund.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004;—Am. 2016, Act 116, Eff. Aug. 8, 2016.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For transfer of powers and duties of state land bank fast track authority from executive director of Michigan state housing development authority to director of department of talent and economic development, and transfer of revenue bonding powers of state land bank fast track authority to Michigan strategic fund, see E.R.O. No. 2014-6, compiled at MCL 125.1995.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.769 Borrowing money and issuing bonds or notes.

Sec. 19. (1) The state authority may borrow money and issue bonds or notes for the following purposes:

(a) To provide sufficient funds for achieving the state authority's purposes and objectives or incident to and necessary or convenient to carry out the state authority's purposes and objectives, including necessary administrative costs.

(b) To refund bonds or notes of the state authority issued under this act, by the issuance of new bonds, whether or not the bonds or notes to be refunded have matured or are subject to prior redemption or are to be paid, redeemed, or surrendered at the time of the issuance of the refunding bonds or notes; and to issue bonds or notes partly to refund the bonds or notes and partly for any other purpose provided for by this section.

(c) To pay the costs of issuance of bonds or notes under this act; to pay interest on bonds or notes becoming payable before the receipt of the first revenues available for payment of that interest as determined by the authority board; and to establish, in full or in part, a reserve for the payment of the principal and interest on the bonds or notes in the amount determined by the authority board.

(2) The bonds and notes, including, but not limited to, commercial paper, shall be authorized by resolution adopted by the authority board, shall bear the date or dates, and shall mature at the time or times not exceeding 50 years from the date of issuance, as the resolution may provide. The bonds and notes shall bear interest at the rate or rates as may be set, reset, or calculated from time to time, or may bear no interest, as provided in the resolution. The bonds and notes shall be in the denominations, be in the form, either coupon or registered, carry the registration privileges, be transferable, be executed in the manner, be payable in the medium of payment, at the place or places, and be subject to the terms of prior redemption at the option of the state authority or the holders of the bonds and notes as the resolution or resolutions may provide. The bonds and notes of the state authority may be sold at public or private sale at the price or prices determined by the state authority. Bonds and notes may be sold at a discount.

(3) Bonds or notes may be 1 or more of the following:

(a) Made the subject of a put or agreement to repurchase by the state authority or others.

(b) Secured by a letter of credit or by any other collateral that the resolution may authorize.

(c) Reissued by the state authority once reacquired by the state authority pursuant to any put or repurchase agreement.

(4) The state authority may authorize by resolution any member of the board to do 1 or more of the following:

(a) Sell and deliver, and receive payment for notes or bonds.

(b) Refund notes or bonds by the delivery of new notes or bonds whether or not the notes or bonds to be refunded have matured, are subject to prior redemption, or are to be paid, redeemed, or surrendered at the time of the issuance of refunding bonds or notes.

(c) Deliver notes or bonds, partly to refund notes or bonds and partly for any other authorized purposes.

(d) Buy notes or bonds issued at not more than the face value of the notes or bonds.
(e) Approve interest rates or methods for fixing interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights at the option of the state authority or the holder, the place of delivery and payment, and other matters and procedures necessary to complete the transactions authorized.

(5) Except as may otherwise be expressly provided by the state authority, every issue of its notes or bonds shall be general obligations of the state authority payable out of revenues, properties, or money of the state authority, subject only to agreements with the holders of particular notes or bonds pledging particular receipts, revenues, properties, or money as security for the notes or bonds.

(6) The notes or bonds of the state authority are negotiable instruments within the meaning of and for all the purposes of the uniform commercial code, 1962 PA 174, MCL 440.1101 to 440.11102, subject only to the provisions of the notes or bonds for registration.

(7) Bonds or notes issued by the state authority are not subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821. The issuance of bonds and notes under this act is subject to the agency financing reporting act, 2002 PA 470, MCL 129.171 to 129.177. The bonds or notes issued by the state authority are not required to be registered. A filing of a bond or note of the state authority is not required under the uniform securities act, 1964 PA 265, MCL 451.501 to 451.818.

(8) A bond or note issued by the state authority shall contain on its face a statement to the effect that the state authority is obligated to pay the principal of and the interest on the bond or note only from revenue or funds of the state authority pledged for the payment of principal and interest and that this state is not obligated to pay that principal and interest and that neither the faith and credit nor the taxing power of this state is pledged to the payment of the principal of or the interest on the bond or note.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.770 Transfer of property from state administrative board.

Sec. 20. (1) The state administrative board may transfer to the state authority tax reverted property owned or under control of this state, on terms and conditions the state administrative board considers appropriate and consistent with the provisions of this act. A transfer of property by the state administrative board under this section is subject only to the terms and conditions imposed by the state administrative board and is not subject to section 2101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.2101.

(2) The state administrative board shall transfer and convey to the state authority, subject to the conditions and restrictions of this section, the surplus state real property described in this section, including all options, easements, rights-of-way, and all improvements to the property except as noted in this section. All of the following described state surplus real property shall be transferred to the state authority under this section:

(a) Land in the City of Southgate, Wayne County, Michigan, described as: That part of the southwest 1/4 and of the southeast 1/4 of section 35, town 3 south, range 10 east, City of Southgate, County of Wayne, State of Michigan, described as: Beginning at the south 1/4 corner of section 35, town 3 south, range 10 east; thence north 89 degrees 29 minutes 52 seconds west 377.03 feet along the south line of said section 35; thence north 00 degrees 07 minutes 38 seconds east 1950.98 feet to centerline of Frank and Poet Drain; thence south 63 degrees 23 minutes 08 seconds east 15.60 feet along centerline of Frank and Poet Drain; thence south 37 degrees 03 minutes 54 seconds east 61.06 feet along centerline of Frank and Poet Drain; thence south 54 degrees 43 minutes 11 seconds east 78.36 feet along centerline of Frank and Poet Drain; thence south 50 degrees 32 minutes 05 seconds east 47.65 feet along centerline of Frank and Poet Drain; thence south 35 degrees 20 minutes 50 seconds east 67.52 feet along centerline of Frank and Poet Drain; thence south 63 degrees 46 minutes 49 seconds east 32.66 feet along centerline of Frank and Poet Drain; thence south 45 degrees 25 minutes 00 seconds east 71.96 feet along centerline of Frank and Poet Drain; thence south 61 degrees 13 minutes 05 seconds east 61.73 feet along centerline of Frank and Poet Drain; thence south 50 degrees 50 minutes 08 seconds east 41.80 feet along centerline of Frank and Poet Drain; thence south 44 degrees 20 minutes 22 seconds east 33.12 feet along centerline of Frank and Poet Drain; thence south 29 degrees 37 minutes 15 seconds east 34.98 feet along centerline of Frank and Poet Drain; thence south 05 degrees 34 minutes 10 seconds east 49.66 feet along centerline of Frank and Poet Drain; thence south 28 degrees 00 minutes 22 seconds west 36.63 feet along centerline of Frank and Poet Drain; thence south 33 degrees 24 minutes 36 seconds east 119.14 feet along centerline of Frank and Poet Drain; thence

north 67 degrees 59 minutes 35 seconds east 50.70 feet along centerline of Frank and Poet Drain; thence north 88 degrees 16 minutes 46 seconds east 484.63 feet along centerline of Frank and Poet Drain; thence south 80 degrees 13 minutes 42 seconds east 53.20 feet along centerline of Frank and Poet Drain to east line of west 1/2 of west 1/2 of southeast 1/4 of section 35; thence north 00 degrees 07 minutes 12 seconds east 106.82 feet along above noted east line; thence south 57 degrees 15 minutes 29 seconds east 449.51 feet to south 1/16 line of section 35; thence north 89 degrees 37 minutes 15 seconds west 50.00 feet along south 1/16 line of section 35; thence south 00 degrees 04 minutes 09 seconds west 1311.05 feet to south line of section 35; thence north 89 degrees 22 minutes 00 seconds west 989.22 feet along south line of section 35 to point of beginning.

(3) Proceeds from the sale of property transferred to the state authority under this section shall be deposited in the fund and expended for purposes of this act.

(4) The governor may direct a department or agency of this state to prepare or record any documents necessary to evidence the transfer of property to the state authority under this section.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.771 Dissolution of authority.

Sec. 21. If the state authority has completed the purposes for which it was organized, the authority board, by vote of at least 5 directors and with the written consent of the governor, may provide for the dissolution of the state authority and may provide for the transfer of any property held by the state authority to another authority or state agency. Upon the dissolution of the state authority, any remaining balance in the fund shall be transferred to the general fund of this state.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.772 Biennial report.

Sec. 22. The state authority shall report biennially to the legislature on the activities of the state authority.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.773 Intergovernmental agreements.

Sec. 23. (1) An authority may enter into an intergovernmental agreement with the Michigan economic development corporation for the joint exercise of powers and duties under this act, of the powers and duties of the authority and the Michigan economic development corporation, and for the provision of economic development services related to the activities of the authority.

(2) An authority may enter into an intergovernmental agreement with the Michigan state housing development authority for the joint exercise of powers and duties under this act, of the powers and duties of the authority and the Michigan state housing development authority, and for the provision of redevelopment services related to the activities of the authority.

(3) A county, city, qualified city, township, or village may enter into an intergovernmental agreement with the state authority providing for the transfer to the authority of tax reverted property held by the county, city, township, or village, for title clearance, for the disposition of the proceeds from the sale of the property, and for other activities authorized under this act, including the return or transfer of property under the control of the authority to the county, city, township, or village. An intergovernmental agreement under this subsection may not provide for a separate legal or administrative entity to administer or execute the agreement under section 7 of the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.507.

(4) A county foreclosing governmental unit may, with the approval of the board of commissioners for that

county and, if that county has an elected county executive, with the concurrence of the elected county executive, enter into an intergovernmental agreement with the state authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under this act and for the creation of a county authority to exercise those functions. If a county authority is created under this subsection, the treasurer of the county shall be a member of the authority board.

(5) A qualified city may enter into an intergovernmental agreement with the state authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under this act and for the creation of a local authority to exercise those functions.

(6) An intergovernmental agreement under subsection (4) or (5) shall provide for all of the following:

- (a) The incorporation of a county or local authority as a public body corporate.
- (b) The name of the authority.
- (c) The size of the initial governing body of the county or local authority, which shall be composed of an odd number of members.
- (d) The qualifications, method of selection, and terms of office of the initial board members.
- (e) A method for the adoption of articles of incorporation by the governing body of the county or local authority.
- (f) A method for the distribution of proceeds from the activities of the county or local authority.
- (g) A method for the dissolution of the local or county authority and for the withdrawal from the authority of any governmental agencies involved.
- (h) Any other matters considered advisable by the participating governmental agencies, consistent with this act.

(7) If under the charter of a qualified city the qualified city collects delinquent city real property taxes and does not return the delinquent taxes to the treasurer of the county in which the qualified city is located under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157, any of the following property held by the qualified city may be transferred to a local authority:

(a) Tax delinquent real property for which a lien has been deemed sold to a city department director under the charter or ordinances of the qualified city, except for property that was deeded to a department director less than 2 years before the proposed transfer to the local authority.

(b) Tax delinquent real property held by the city that has been foreclosed by the qualified city and for which title has vested in the city pursuant to procedures established under the charter or ordinances of the qualified city.

(c) Any tax reverted property owned or under the control of the qualified city.

(8) A qualified city may authorize the transfer with or without consideration of any real property or interest in real property to a local authority including, but not limited to, tax reverted property or interests in tax reverted property held or acquired after the creation of the local authority by the qualified city, with the consent of the local authority.

(9) A qualified city and any agency or department of a qualified city, or any other official public body, may do 1 or more of the following:

- (a) Anything necessary or convenient to aid a local authority in fulfilling its purposes under this act.
- (b) Lend, grant, transfer, appropriate, or contribute funds to a local authority in furtherance of its purposes.
- (c) Lend, grant, transfer, or convey funds to a local authority that are received from the federal government or this state or from any nongovernmental entity in aid of the purposes of this act.

(10) A local authority may reimburse advances made by a qualified city under subsection (9) or by any other person for costs eligible to be incurred by the local authority with any source of revenue available for use of the local authority under this act and enter into agreements related to these reimbursements. A reimbursement agreement under this subsection is not subject to section 305 of the revised municipal finance act, 2001 PA 34, MCL 141.2305.

(11) A local authority may enter into agreements with the county treasurer of the county in which the qualified city is located for the collection of property taxes or the enforcement and consolidation of tax liens within that qualified city for any property or interest in property transferred to the local authority.

(12) Unless specifically reserved or conditioned upon the approval of the governing body of a qualified city, all powers granted under this act to a local authority may be exercised by the local authority without the approval of the governing body of the qualified city, notwithstanding any charter, ordinance, or resolution to the contrary.

(13) Prior to its effectiveness, an intergovernmental agreement under this section shall be filed with the county clerk of each county where a party to the agreement is located and with the secretary of state.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

124.774 Authority created under MCL 124.773; borrowing money and issuing bonds or notes.

Sec. 24. (1) By resolution of its board, an authority created under section 23 may borrow money and issue bonds and notes, subject to limitations set forth in this section, for the purpose of achieving the purposes of and objectives incident to and necessary or convenient to carry out the purposes and objectives of the authority, including, but not limited to, necessary administrative and operational costs. The bonds or notes shall mature in not more than 30 years and shall bear interest and be sold and be payable in the manner and upon the terms and conditions determined, or within the parameters specified, by the authority in the resolution authorizing issuance of the bonds or notes. The bonds or notes may include capitalized interest, an amount sufficient to fund costs of the issuance of the bonds or notes, and a sum to provide a reasonable reserve for payment of principal and interest on the bonds or notes. Bonds or notes issued under this section are not subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821. The resolution authorizing the obligations shall create a lien on revenues pledged by the resolution that shall be a statutory lien and shall be a first lien subject only to liens previously created. The resolution may provide the terms upon which additional bonds or notes may be issued of equal standing and parity of lien as to revenues pledged under the resolution.

(2) The qualified city or county which authorized the formation of an authority under section 23 may by a majority vote of its governing body make a limited tax pledge to support the authority's bonds or notes, or if authorized by the voters of the qualified city or county, may pledge its unlimited tax full faith and credit for the payment of principal of and interest on the authority's bonds or notes.

(3) The bonds or notes issued under this section shall be secured by 1 or more sources of revenue available to the authority, as provided by resolution of the authority, including revenues available to the authority under the tax reverted property clean title act.

(4) The bonds and notes of the authority may be invested in by the state treasurer and all other public officers, state agencies, and political subdivisions, insurance companies, banks, savings and loan associations, investment companies, and fiduciaries and trustees, and may be deposited with and received by the state treasurer and all other public officers and the agencies and political subdivisions of this state for 1 or more of the purposes for which the deposit of bonds or notes is authorized. The authorization granted by this section is supplemental and in addition to all other authority granted by law.

(5) The net present value of the principal and interest to be paid on an obligation issued by or incurred by the authority to refund an obligation incurred under this section, including the cost of issuance, shall be less than the net present value of the principal and interest to be paid on the obligation being refunded as calculated using a method approved by the department of treasury.

(6) An obligation issued by an authority under this section shall not appreciate in principal amount or be sold at a discount of more than 10% unless the obligation of the authority is issued to this state, an agency of this state, the county, or the qualifying city.

(7) Bonds and notes issued by an authority under this section and the interest on and income from the bonds and notes are exempt from taxation by this state or a political subdivision of this state.

(8) This section does not apply to a loan under section 2f of 1855 PA 105, MCL 21.142f.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

Compiler's note: For transfer of powers and duties relative to land bank fast track act, 2003 PA 258, performed by Michigan strategic fund to Michigan state housing development authority, see E.R.O. No. 2013-3, compiled at MCL 125.1393.

For abolishment of the existing board of directors and position of director of the state land bank fast track authority, the renaming the state land bank fast track authority to the state land bank authority, the type I transfer of the powers and duties of the state land bank authority, including revenue bonding powers from the Michigan strategic fund, to the department of labor and economic opportunity, and the reestablishment of the board of directors of the state land bank authority, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

STATE LAND BANK AUTHORITY
(a Michigan public body corporate and politic)

AND THE

TREASURER OF THE COUNTY OF BARRY, MICHIGAN

CREATING THE

BARRY COUNTY LAND BANK AUTHORITY
(a Michigan public body corporate)

This Agreement is entered into under Section 5 of Article 3 and Section 28 of Article 7 of the Michigan Constitution of 1963 and the Land Bank Fast Track Act, 2003 PA 258, between the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic, and the **TREASURER OF THE COUNTY OF BARRY, MICHIGAN**, for the purpose of establishing and creating the **BARRY COUNTY LAND BANK AUTHORITY**, a separate legal entity and public body corporate to administer and execute the purposes and objectives of this Agreement.

RECITALS

A. In enacting the Land Bank Fast Track Act, 2003 PA 258, the Michigan Legislature found that there exists in the State of Michigan a continuing need to strengthen and revitalize the economy of the State of Michigan and local units of government in this state and that it is in the best interests of the State of Michigan and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of the property and to promote economic growth in the State of Michigan and local units of government in this state.

B. The State Land Bank Authority (f/k/a Michigan Land Bank Fast Track Authority) was created as a public body corporate and politic originally within the Michigan Department of Labor and Economic Growth (now within the Michigan Department of Labor and Economic Opportunity), a principal department of the executive branch of state government, under the Land Bank Fast Track Act, 2003 PA 258, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act.

C. The Treasurer of the County of Barry, Michigan is a foreclosing governmental unit under the Land Bank Fast Track Act, 2003 PA 258, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

D. It is the intent of the State Land Bank Authority and the Treasurer of the County of Barry, Michigan to establish a county authority as a separate legal entity and as a public body corporate under the Land Bank Fast Track Act, consistent with this Agreement.

Accordingly, the State Land Bank Authority and the Treasurer of the County of Barry, Michigan agree to the following:

ARTICLE I

DEFINITIONS

As used in this Agreement:

Section 1.01. "Act 7" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

Section 1.02. "Agreement" means this Intergovernmental Agreement between the State Land Bank Authority, a Michigan public body corporate and politic, and the Treasurer of the County of Barry, Michigan.

Section 1.03. "Budget Act" means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a.

Section 1.04. "County Authority" means the Barry County Land Bank Authority, the public body corporate created under this Agreement pursuant to the Land Bank Act.

Section 1.05. "County Authority Board" means the board of directors of the county authority created under Article IV.

Section 1.06. "County Board" means the Board of Commissioners for the County of Barry, Michigan.

Section 1.07. "Effective Date" means the date upon which all of the following are satisfied, as provided under Section 23 of the Land Bank Act:

- (a) The Agreement is entered into by the Treasurer.
- (b) The Agreement is approved by the County Board.
- (c) The Agreement is entered into by the State Authority.
- (d) The Agreement is filed with the County Clerk for the County of Barry, Michigan.
- (e) The Agreement is filed with the Secretary of State.
- (f) The Agreement is filed with the Ingham County Clerk.

Section 1.08. "Executive Director" means the executive director of the County Authority selected under Section 4.12.

Section 1.09. "Fiscal Year" means the fiscal year of the County Authority, which shall begin on January 1 of each year and end on the following December 31.

Section 1.10. "FOIA" means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

Section 1.11. "Foreclosing Governmental Unit" means that term as defined under Section 3(f) of the Land Bank Act, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

Section 1.12. "Barry County" means the County of Barry, Michigan.

Section 1.13. "Land Bank Act" means the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774.

Section 1.14. "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

Section 1.15. "Party" or "Parties" means either individually or collectively, as applicable, the State Authority or the Treasurer as each is a signatory to this Agreement.

Section 1.16. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.17. "State" means the State of Michigan.

Section 1.18. "State Authority" means the State Land Bank Authority, a Michigan public body corporate and politic created under the Land Bank Act.

Section 1.19. "Tax Reverted Property" means that term as defined under Section 3(q) of the Land Bank Fast Track Act, 2003 PA 258, MCL 124.753(q).

Section 1.20. "Treasurer" means the Treasurer of Barry County.

ARTICLE II

PURPOSE

Section 2.01. Purpose. The purpose of this Agreement is to create and empower the County Authority to exercise the powers, duties, functions, and responsibilities of an authority under the Land Bank Act for the benefit of Barry County and the State.

Section 2.02. Programs and Functions. The County Authority shall endeavor to carry out the powers, duties, and functions, and responsibilities of an authority under the Land Bank Act consistent with this Agreement, including, but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests in property, and doing all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Bank Act and the purposes, objectives, and powers delegated to a County Authority under other laws or executive orders.

ARTICLE III
CREATION OF COUNTY AUTHORITY

Section 3.01. Creation and Legal Status of County Authority. The County Authority is established as a separate legal entity and public body corporate to be known as the "Barry County Land Bank Authority" for the purposes of acting as an authority under the Land Bank Act and administering this Agreement.

Section 3.02. Articles of Incorporation. At its initial meeting the County Authority Board shall adopt articles of incorporation consistent with the provisions of this Agreement and the Land Bank Act.

Section 3.03. Principal Office. The principal office of the County Authority is at the location within the City of Hastings, Michigan, as determined by the County Authority Board.

Section 3.04. Title of County Authority Assets. Except as otherwise provided in this Agreement, the County Authority shall have exclusive title to all of its property and no Party shall have an ownership interest in County Authority property.

Section 3.05. Tax-exempt Status. The County Authority shall not be operated for profit. No earnings of the County Authority shall inure to the benefit of a Person other than the County Authority or the Parties. The Parties intend the activities of the County Authority to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the County Authority to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the property taxes under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157, or corresponding provisions of future State tax laws. The property of the County Authority and its income and operations are exempt from all taxation by the State or its political subdivisions under Section 4(5) of the Land Bank Act.

Section 3.06. Compliance with Law. The County Authority shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 3.07. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. No Party may obligate any other Party. No employee, agent, or servant of the County Authority shall be or shall be deemed to be an employee, agent or servant of the State for any reason.

Section 3.08. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV

COUNTY AUTHORITY BOARD AND EXECUTIVE DIRECTOR

Section 4.01. County Authority Board Composition. The County Authority shall be governed by the County Authority Board, a board of directors that shall be appointed within thirty (30) calendar days of the Effective Date. Elected officials and other public officers are eligible to serve as members of the County Authority Board to the extent permitted under Michigan law. The County Authority Board shall consist of the following members, except as provided in 4.02:

- (a) The Treasurer.
- (b) One township or city official, located in Barry County, the appointment to the County Authority Board to be made by the County Board.
- (c) Three other County Authority Board member appointments to be made by the County Board and must be residents of Barry County.

Section 4.02 Appointments by Elected County Executive. If Barry County adopts a unified form of government providing for an elected county executive under 1973 PA 139, MCL 45.551 to 45.573, or if Barry County adopts a county charter providing for an elected county executive under 1966 PA 293, MCL 45.501 to 45.521, the appointments under Sections 4.01 (c) shall be made by the elected county executive.

Section 4.03 Terms of Office. The member under 4.01(b) initially shall be appointed for a period of one year. Of the members listed under 4.01(c), 2 members initially shall be appointed for a period of two years, and 1 member shall initially be appointed for a period of one year. After the expiration of the initial terms, members appointed under Section 4.01(b) and 4.01(c) shall be appointed in the same manner as the original appointments but for terms of three (3) years. An elected official appointed under Section 4.01(b) and 4.01(c) may serve on the County Authority Board only while he/she maintains that elected status. A vacancy resulting from an election will be filled by appointment of the County Board, except for the Treasurer, who holds a statutory position on the County Authority for so long as he/she holds that office.

Section 4.04. Removal. A member of the County Authority Board appointed under Section 4.01(b) or 4.01(c) may be removed for cause by the County Board.

Section 4.05. Vacancies. A vacancy among the appointed members of the County Authority Board appointed under Section 4.01(b) through (c) caused by death, resignation, or removal of a County Authority Board member shall be filled in the same manner as the original appointment for the balance of the unexpired term.

Section 4.06. Meetings. The County Authority Board shall conduct its first meeting no later than forty-five (45) calendar days after the Effective Date, provided that a quorum of the County Authority Board has been appointed. The County Authority Board shall meet at least annually and hold such other meetings at the place, date, and time as the County Authority Board shall determine. All meetings of the County Authority Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 4.07. Quorum and Voting. A majority of the County Authority Board shall be required to constitute a quorum for the transaction of business. The County Authority Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the County Authority Board. Presence in person for both quorum and voting at a meeting may include electronic communication by which such member of the County Authority Board is heard by the members of the County Authority Board and any members of the public at the meeting.

Section 4.08. County Authority Board Responsibilities. The County Authority Board shall do all of the following by a majority vote of its members appointed and serving:

- (a) Consistent with this Agreement and the Land Bank Act, adopt amendments to the initial articles of incorporation adopted under Section 3.02 and adopt subsequent amendments to the articles of incorporation as deemed necessary by the County Authority Board.
- (b) Adopt bylaws, rules, and procedures governing the County Authority Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the County Authority Board.
- (c) Elect officers. Initial officers shall be elected within thirty (30) days of the first meeting of the County Authority Board.
- (d) Approve policies to implement day-to-day operation of the County Authority, including policies governing any staff of the County Authority.
- (e) Provide for a system of accounts to conform to a uniform system required by law, and review and approve the County Authority's budget to assure that the budgets are approved and administered in accordance with the Budget Act.
- (f) Provide for an annual audit in accordance with the Budget Act.
- (g) Adopt personnel policies and procedures.

- (h) Adopt policies and procedures for contracting and procurement.
- (i) Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96, and establish banking arrangements for the County Authority.

Section 4.09. Fiduciary Duty. The members of the County Authority Board are under a fiduciary duty to conduct the activities and affairs of the County Authority in the best interests of the County Authority, including the safekeeping and use of all County Authority monies and assets. The members of the County Authority Board shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.10. Chairperson. The Treasurer shall be the Chairperson of the County Authority Board.

Section 4.11. Compensation. The members of the County Authority Board shall receive no compensation for the performance of their duties. A County Authority Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The County Authority may reimburse members of the County Authority Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the County Authority Board. County Authority Board members shall be bonded in an amount set by the County Authority Board at their first meeting. The amount of bond set shall be an amount that safeguards the integrity of the Authority's purpose.

Section 4.12. Executive Director. The County Authority Board may select and retain an Executive Director. An Executive Director selected and retained by the County Authority Board shall administer the County Authority in accordance with the operating budget adopted by the County Authority Board, general policy guidelines established by the County Authority Board, other applicable governmental procedures and policies, and this Agreement. The Executive Director shall be responsible for the day-to-day operations of the County Authority, including the control, management, and oversight of the County Authority employees. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the County Authority Board, provided that the Executive Director shall serve at the pleasure of the County Authority Board.

Section 4.13. Ethics. Within six (6) months of the first meeting of the County Authority Board the County Authority Board shall adopt ethics policies governing the conduct of the County Authority Board members, directors, officers, appointees, and employees as required under Section 4(9) of the Land Bank Act. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348.

Section 4.14. Conflicts of Interest. Members of the County Authority Board and directors, officers, appointees, and employees of the County Authority shall be deemed to be public servants for the purposes of 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable law with respect to conflicts of interest. As required under Section 4(10) of the Land Bank Act, the County Authority shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The County Authority Board shall require that any member of the County Authority Board with a direct or indirect interest in any matter before the County Authority Board disclose the member's interest to the County Authority Board before the County Authority Board takes any action on the matter.

Section 4.15. Relationship to Barry County. The County Authority shall exercise its powers, duties, functions and responsibilities independently of the County Board. Subject to available appropriations, Barry County may provide the County Authority staff and other support, including but not limited to, legal, clerical and information technology services.

ARTICLE V

GENERAL POWERS OF COUNTY AUTHORITY

Section 5.01. General Powers Under Land Bank Act. The County Authority may exercise all of the powers, duties, functions, and responsibilities of an authority under the Land Bank Act, including, but not limited to, each of the following:

- (a) Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business.
- (b) Sue and be sued in its own name and plead and be impleaded, including, but not limited to, defending the County Authority in an action to clear title to property conveyed by the County Authority.
- (c) Borrow money and issue bonds and notes according to the provisions of the Land Bank Act.
- (d) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, interlocal agreements under Act 7, for the joint exercise of powers under the Land Bank Act.
- (e) Solicit and accept gifts, grants, labor, loans, and other aid from any Person, or the federal government, the State, or political subdivision of the State, or an intergovernmental entity created under the laws of the State or participate in any other way in a program of the federal government, the State, a political subdivision of the State, or an intergovernmental entity created under the laws of the State.

- (f) Procure insurance against loss in connection with the property, assets, or activities of the County Authority.
- (g) Invest money of the County Authority, at the discretion of the County Authority Board pursuant to a duly adopted investment policy, in instruments, obligations, securities, or property determined proper by the County Authority Board and name and use depositories for County Authority money.
- (h) Employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the County Authority. The County Authority shall determine the qualifications, duties, and compensation of those it employs. The County Authority Board may delegate to 1 or more members, officers, agents, or employees any powers or duties it considers proper. Members of the County Authority Board shall serve without compensation but shall be reimbursed for actual and necessary expenses, subject to available funds.
- (i) Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants, and auditors for rendering professional financial assistance and advice payable out of any money of the County Authority.
- (j) Study, develop, and prepare the reports or plans the County Authority considers necessary to assist in the exercise of its powers under the Land Bank Act and to monitor and evaluate progress under the Land Bank Act.
- (k) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by the County Authority.
- (l) Do all other things necessary or convenient to achieve the objectives and purposes of the County Authority under the Land Bank Act or other laws that relate to the purposes and responsibilities of the County Authority.

Section 5.02. Bonds or Notes. The County Authority shall not issue any type of bond in its own name except as authorized by the Land Bank Act. The County Authority shall not possess the power to in any way indebted a Party. Bonds or notes issued by the County Authority are the debt of the County Authority and not of the Parties. Bonds or notes issued by the County Authority are for an essential public and governmental purpose. Pursuant to Section 24(7) of the Land Bank Act, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes by the State or any political subdivision of the State.

Section 5.03. Casino Development Prohibited. Pursuant to Section 4(6) of the Land Bank Act, the County Authority shall not assist or expend any funds for, or related to, the development of a casino.

Section 5.04. Tax Limitation. Pursuant to Section 4(7) of the Land Bank Act, the County Authority shall not levy any type of tax or special assessment.

Section 5.05. Condemnation Prohibited. The County Authority is prohibited from exercising the power of eminent domain or condemning property under Section 4(8) of the Land Bank Act.

Section 5.06. Limitation on Political Activities. The County Authority shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the County Authority from engaging in activities authorized by applicable law.

Section 5.07. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.08. Non-Discrimination. The County Authority shall comply with all applicable laws prohibiting discrimination. The County Authority shall not fail or refuse to hire recruit, or promote; demote; discharge; or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not provide services in a manner that discriminates against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to receive services from the County Authority.

ARTICLE VI

SPECIFIC POWERS OF THE COUNTY AUTHORITY

Section 6.01. Acquisition of Property. Except as otherwise provided in this Agreement or under the Land Bank Act, the County Authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise, real or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the County Authority considers proper. Real property acquired by the County Authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise. The County Authority may acquire real property or rights or interests in real property for any purpose the County Authority considers necessary to carry out the purposes of the Land Bank Act.

Section 6.02. Deed in Lieu of Foreclosure. The County Authority may accept from a Person with an interest in a tax delinquent property or Tax Reverted Property a deed conveying that Person's interest in the property in lieu of the foreclosure or sale of the property as provided under Section 6 of the Land Bank Act.

Section 6.03. Expedited Quiet Title and Foreclosure. The County Authority may initiate an expedited quiet title and foreclosure action to quiet title to interests in real property held by the County Authority as provided under Section 9 of the Land Bank Act.

Section 6.04. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the County Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the County Authority.

Section 6.05. Holding and Managing Property. The County Authority may hold and own in its name any property acquired by the County Authority or conveyed to the County Authority by the State, a Foreclosing Governmental Unit, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Tax Reverted Property and property with or without clear title. The County Authority may, without the approval of a local unit of government in which property held by the County Authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. All real property held by the County Authority shall be inventoried and classified by the County Authority according to title status of the property and suitability for use. The County Authority may take or perform the following with respect to property held or owned by the County Authority:

- (a) Grant or acquire a license, easement, or option with respect to property as the County Authority determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act.
- (b) Fix, charge, and collect rents, fees, and charges for use of property under the control of the County Authority or for services provided by the County Authority.
- (c) Pay any tax or special assessment due on property acquired or owned by the County Authority.
- (d) Take any action, provide any notice, or institute any proceeding required to clear or quiet title to property held by the County Authority in order to establish ownership by and vest title to property in the County Authority, including, but not limited to, an expedited quiet title and foreclosure action under Section 9 of the Land Bank Act.
- (e) Remediate environmental contamination on any property held by the County Authority.

Section 6.06. Civil Action to Protect County Authority Property. The County Authority may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any property from Tax Reverted Property or other real property held by the County Authority, as provided under Section 11 of the Land Bank Act.

Section 6.07. Environmental Contamination. If the County Authority has reason to believe that property held by the County Authority may be the site of environmental contamination, the County Authority shall provide the Michigan Department of Environment, Great Lakes, and Energy with any information in the possession of the County Authority that suggests that the property may be the site of environmental contamination, as required under Section 10 of the Land Bank Act. The County Authority shall cooperate with the Michigan Department of Environment, Great Lakes, and Energy with regard to any request made or action taken by the Department under Section 10 of the Land Bank Act.

Section 6.08. Transfer of Interest in Property by County Authority. Pursuant to Section 7 of the Land Bank Act, on terms and conditions, and in a manner and for an amount of consideration the County Authority considers proper, fair, and valuable, including for no monetary consideration, the County Authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the County Authority holds a legal interest to any public or private Person for value determined by the County Authority. Any transfer or other disposition of property or interests in property by the County Authority shall be in accordance with guidelines established by the County Authority Board.

Section 6.09. Disposition of Proceeds. Any proceeds from the sale or transfer of property by the County Authority shall be retained by the County Authority, or expended or transferred by the County Authority consistent with the provisions of the Land Bank Act and pursuant to a plan adopted by the County Authority Board.

Section 6.10. Collective Bargaining. The County Authority shall have the right to bargain collectively and enter into agreements with labor organizations. The County Authority shall fulfill its responsibilities as a public employer subject to 1947 PA 336, MCL 423.201 to 423.217 with respect to all its employees.

Section 6.11. Municipal Employee Retirement System. To the extent permitted under Michigan law, the County Authority Board may elect to become a participating municipality on behalf of County Authority employees but only pursuant to Section 2c(2) of the Municipal Employees Retirement Act of 1984, 1984 PA 427, MCL 38.1501 to 38.1558.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. County Authority Records. The County Authority shall keep and maintain at the principal office of the County Authority, all documents and records of the County Authority. The records of the County Authority, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records

and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity or, if none, to the Treasurer or any successor agency of the Treasurer.

Section 7.02. Financial Statements and Reports. The County Authority shall cause to be prepared, at County Authority expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, or any successor agency, and shall be made available to each of the Parties, including the State Authority.

Section 7.03. Audits. The County Authority shall provide for the conduct of audits in accordance with Sections 6 to 13 of the Budget Act, which shall be made available at the request of any Party. The County Authority Board may establish a dedicated audit committee of the County Authority Board for the purpose of overseeing the accounting and financial reporting processes of the County Authority and audits of its financial statements. The County Authority may establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The County Authority may require at least one member to be specifically knowledgeable about financial reports.

Section 7.04. Freedom of Information Act. The County Authority shall be subject to and comply with the FOIA.

Section 7.05. Uniform Budgeting and Accounting Act. The County Authority shall be subject to and comply with the Budget Act. The Executive Director or County Authority Chairperson annually shall prepare and the County Authority Board shall approve a budget for the County Authority for each Fiscal Year. Each budget shall be approved by January 1st immediately preceding the beginning of the Fiscal Year of the County Authority.

Section 7.06. Deposits and Investments. The County Authority shall deposit and invest funds of the County Authority, not otherwise employed in carrying out the purposes of the County Authority, in accordance with an investment policy established by the County Authority Board consistent with laws and regulations regarding investment of public funds.

Section 7.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the County Authority Board.

Section 7.08. Performance Objectives. Each Fiscal Year, the Executive Director or the County Authority Chairperson shall prepare objectives for the County Authority's performance for review and approval by the County Authority Board.

Section 7.09. Annual Reports. Not less than annually, the County Authority shall file with the Treasurer, the County Board, and with the State Authority a report detailing the activities of the County Authority, and any additional information as requested by the Treasurer, the County Board, or the State Authority.

ARTICLE VIII
DURATION OF AGREEMENT

Section 8.01. Duration. This Agreement and the County Authority shall commence on the Effective Date and shall continue in effect for an initial term of 5 years and after that until terminated by joint action of the Parties and the County Board or withdrawal by a Party under Section 8.02

Section 8.02. Withdrawal of Either Party. Either Party may withdraw from this Agreement after the initial term, upon six (6) months notice in writing to the County Authority as provided under Section 9.01. The Treasurer shall withdraw from this Agreement under this section if required to withdraw under the terms of a resolution adopted by the County Board.

Section 8.03. Disposition upon Termination. As soon as possible after termination of this Agreement, the County Authority shall finish its affairs as follows:

- (a) All of the County Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the County Authority and distribution of its assets shall be paid first.
- (b) Any eligible tax reverted property specific tax pursuant to the Tax Reverted Clean Title Act, 2003 PA 260, MCL 211.1021 to 211.1026, shall be transferred to the State Authority.
- (c) The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed to Barry County or as otherwise agreed by the Parties.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices, including any notices of withdrawal under Article VIII, shall be sent to each other Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail.

Section 9.02. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no

other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.03. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the County Authority under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 9.04. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of the provision to other Persons, Party, or circumstances is not affected but will be enforced to the extent permitted by law.

Section 9.05. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 9.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and or to be interpreted as part of this Agreement.

Section 9.07. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 9.08. Cross-References. References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 9.09. References to Public Acts and Statutes. All References to public acts and statutes in this Agreement shall be construed to mean the acts or statutes as amended.

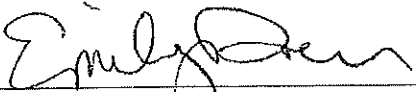
Section 9.10. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State of Michigan. Subject to Section 6419 of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6419, any and all claims against the State Authority must be brought and maintained in the Court of Claims, or as appropriate, Ingham County Circuit Court.

Section 9.11. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

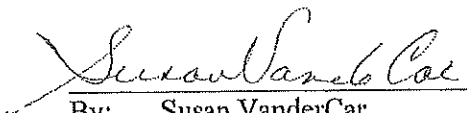
Section 9.12. Effective Date. This Agreement shall become effective as of the Effective Date.

This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

STATE LAND BANK AUTHORITY


By: Emily Doejr
Its: Executive Director
Date: 3/22/23

TREASURER OF THE COUNTY OF BARRY, MICHIGAN


By: Susan VanderCar
Its: Treasurer
Date: 3-14-2023

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, 5-9-2023

DEPARTMENT: Economic Development

PREPARED BY: Jennifer Heinzman, President and CEO,
Barry County Chamber & Economic Development Alliance

SUBJECT: Application for a Blight Elimination Grant from the State Land Bank Authority

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval for Jennifer Heinzman, on behalf of the Barry County Land Bank, to apply for a Blight Elimination Grant from the State Land Bank Authority, and to authorize Jennifer Heinzman to sign the application, contracts and amendments, if the grant is awarded.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval for Jennifer Heinzman, on behalf of the Barry County Land Bank, to apply for a Blight Elimination Grant from the State Land Bank Authority, and to authorize Jennifer Heinzman to sign the application, contracts and amendments, if the grant is awarded.

DESCRIPTION OF ACTION: Please see attached letter of interest to the State Land Bank Authority, and the Barry County, Michigan Blight Elimination Grant Project Narrative. The grant requests \$200,000.00 to assist in the demolition of buildings at 120 & 210 West Main Street and 110 & 112 Water Street, in Middleville, MI.

TIME FRAME OF ACTION: The application is due on May 31, 2023

FUNDING REQUIRED: YES _____ NO X

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: NA.

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: See attached project narrative.

CONTACT PERSON WITH PHONE NUMBER: Jennifer Heinzman, (989) 560-5786.



BARRY COUNTY

CHAMBER & ECONOMIC DEVELOPMENT ALLIANCE

Barry County
220 W. State Street
Hastings, MI 49058

Barry County Chamber and
Economic Development Alliance
221 West State Street
Hastings, MI 49058

May 10, 2023

State Land Bank Authority
P.O. Box 30766
Lansing, MI 48909

RE: Blight Elimination Grant

To whom it may concern:

Please accept this letter of interest for Barry County, Michigan, and our application for the Blight Elimination fund grant through the State of Michigan, in the amount of \$200,000.00. The proposed project would add 72 apartment and townhouse units within walking distance of downtown Middleville and is very much needed. Clearing the blighted buildings will not only decrease vandalism, public safety concerns, and vagrancy, it will also offer boundless opportunity for growth and development in the downtown corridor.

The development of these units will revitalize blighted property in downtown Middleville while actively addressing the attainable housing shortage. The creation of rental properties within proximity to downtown not only supports our major employers, which are currently experiencing employee shortages, but our downtown business district.

Respondent name: Barry County Chamber and Economic Development / Jennifer Heinzman
Address: 221 West State Street, Hastings, MI 49058
Telephone number: 269-945-2454 / Cell: 989-560-5786
Email address: Jennifer@mibarry.com

Applying on behalf of the Barry County Land Bank / Michael Brown
Address: 220 West State Street, Hastings, MI 49058
Telephone number: 269-945-1414
Email address: mbrown@barrycounty.org

Applying for use on the Baby Bliss project in Middleville

Developer's Name: 975 Ventures / Jon Runquist (President) and Jack VanGessel (Real Estate Advisor)

Address: 660 Cascade West Parkway SE, Grand Rapids, MI 49546

Telephone number: Jon: 312-907-1171 / Jack: 616-765-2304

This letter authorizes Jennifer Heinzman to sign the offer, the contract, and any amendments thereto for each respondent.

Please let me know if I can answer any questions or if more information is needed.

Thank you so much for your consideration!

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Heinzman". The signature is written in a cursive style with a large initial "J" and a loop at the end.

Jennifer Heinzman,
President and CEO

Michael Brown
Barry County Administrator

Barry County, Michigan Blight Elimination Grant Project Narrative

This grant request asks for \$200,000 from the State Land Bank Authority to assist in the demotion of buildings at 120 & 210 WEST MAIN STREET AND 110 & 112 WATER STREET MIDDLEVILLE, MICHIGAN 49333. The parcel numbers are as follows: 41-046-009-00 (210 W. Main), 41-046-003-00 (120 W Main), 41-046-007-00 (110 Water), and 41-046-006-00 (112 Water). All properties in question have been purchased by River Run Flats, LLC. The blighted property is on the main street in Middleville and prominent as you enter the downtown corridor. North Star Commercial Developers are planning to revitalize that space with 72 housing units, including apartments and townhouses, and a childcare center that will care for 120 children each day.

The southeastern portion of the Property was developed with a commercial building by the late-1800s. Agricultural implement/tin shop businesses and a grocery store operated in the building in the late-1800s and early-1900s. The building was expanded by 1934 and was operated as a vehicle repair shop, and was operated by Baby Bliss, a baby clothing manufacturer, from the 1970s to the 2000s.

The south-central portion of the Property was developed with a residential building by 1893. The southwestern and north-central portions were developed with residential buildings by 1934. The southcentral residence was removed by 1955. A commercial building was constructed on the northern portion of the Property (112 Water Street) by the 1980s and was operated as a vehicle repair shop until 2018.

Environmental assessment activities were completed on the 120 West Main Street parcel in 2016/2017 by others. Impacted soil (fill) and groundwater were identified on the 120 West Main Street parcel, but the sampling activities were limited. Fill materials including foundry slag and debris were noted each of the hand auger borings. Soil samples were collected from each of the borings and a groundwater sample was collected from a temporary monitoring well installed in the boring in the southern portion of the building. Trichloroethylene (TCE) and various metals were present in soil at concentrations exceeding the Part 201 generic residential cleanup criteria (Part 201 criteria). TCE was present in the soil sample collected from near the floor drain in the building. Polycyclic aromatic hydrocarbons (PAHs), copper and lead were present in groundwater at concentrations exceeding the Part 201 criteria.

SME conducted a USEPA-funded Phase I ESA in November 2020, and a Phase II ESA in February 2021. The assessment was intended to: 1) evaluate the recognized environmental conditions (RECs) found in the Phase I ESA, 2) collect updated environmental information to better understand the current environmental conditions of the Property, 3) assess parcels that had not been previously evaluated, and 4) assist with liability management and due care/safe use redevelopment planning for the developer. The © 2021 SME 083701.00.007+052121+SAP 2 assessment included a geophysical survey to search for potential abandoned underground storage tanks (USTs) that may be related to historical automobile repair operations (e.g., used or waste oil tanks) or home heating oil tanks associated with the residences, as well as soil, groundwater, and soil gas samples to evaluate subsurface conditions. The assessment resulted in measurement of VOCs, PAHs, and metals at concentrations exceeding Michigan's Part 201 generic cleanup criteria in soil and groundwater, and detection of VOCs, PAHs, and mercury in some soil sampling locations at concentrations exceeding the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Volatilization to Indoor Air Pathway (VIAP) Screening Levels (SLs). No soil gas results exceeded the VIAP. Additionally, a significant amount of debris-laden fill material was found in the sampling locations along the Thornapple Riverbank, and an anomaly consistent with a metal UST was found south of the 120 West Main Street building (between the building and road).

The Barry County Brownfield Redevelopment Authority has already granted \$76,000 towards this project to cover the costs of the Phase II and Due Care plan (plans included). The majority of the costs will be covered by the developing firm (see tabs across the bottom of the Proforma document). MEDC has also been included in the conversation although no commitments have been made at this point. This request is purely for the demotion of the blighted buildings currently standing on the property.

The Village of Middleville, much like the State of Michigan, is experiencing severe housing shortages, which has caused the price of most real estate within the city to increase significantly over the course of the last 2 years. Sales receipts from several local leading real estate agencies in the County have shown year-over-year increases in sales prices, rental rates, and housing values within the City and Barry County, overall. Market rate homes and rental properties in Barry County continue to be scarce, and workforce, or “attainable” housing is even more difficult to find and procure. The housing shortage, and subsequent rental shortage, is directly impacting our local economy, by creating an employment barrier that prevents residential growth and hinders talent attraction.

The lack of workforce housing, including rental properties, affects the ability for local companies to attract new employees in the same way that it impacts the Village’s ability to attract new residents and families. During an unprecedented time of employee shortages, resignations, and turnovers, lack of housing should be the last thing creating additional barriers for employers. The addition of these townhouses in downtown Middleville is a great step towards addressing the housing gap that currently exists, as well as being an attraction tool for new residents and workforce talent. This directly benefits our employers and local companies through job creation and direct economic gains.

The development of these units will revitalize blighted property in downtown Middleville while actively addressing the attainable housing shortage. The creation of rental properties within proximity to downtown not only supports our major employers, which are currently experiencing employee shortages, but our downtown business district.

The Thornapple township public safety chief has noted that the removal of the blighted buildings will reduce vandalism, vagrancy, and blight, while increasing vitality to the downtown corridor. The childcare center will provide safe, affordable care for the children, keeping them off the streets, and having that many people in the vicinity will lessen the likelihood of accidental drownings in the river.

The Village Manager, Craig Stolsonburg, has submitted his letter of support and has acknowledged that the elimination of the blighted buildings will decrease the probability of contamination and will serve as a catalyst for future developments. The Zoning and Planning administration is meeting on February 7, 2023 and will review proposed site plans. The Village Council is also meeting on February 7, 2023 to discuss the sale of two Village-owned properties that would add the scope and scale of the overall project.

The Middleville DDA director stated that “The Village of Middleville is home to the largest employer in the county as well as many small businesses, but the common struggle that all Middleville employers face is the lack of local housing where their employees can live. The Middleville area, much like the state, is experiencing extreme housing shortages and affordability challenges with existing residential stock. Sales receipts from several local leading real estate agencies in the County have shown year-over-year increases in sales prices, rental rates, and housing values within the Village and Barry County, overall. Market rate homes and rental properties in Barry County continue to be scarce, and workforce, or “attainable” housing is even more difficult to find and procure. This housing shortage creates an employment barrier that prevents area businesses from being able to attract the talent they need to grow or even meet the day-to-day demands of their business.

The addition of these townhouses and apartments in downtown Middleville is a significant step towards addressing the housing gap that currently exists and serves as an attraction tool for vital workforce talent. Because the site is located near our civic corridor, it provides outstanding opportunities for healthy living and outdoor recreational activities with easy access to the Paul Henry Trail, the Thornapple River and municipal boat launches, historic sites, public performing arts activities, and more. This built environment will help attract quality employees and keep them energized and healthy, so that they can be productive in the workplace. This directly benefits local employers, who will reap direct economic gains from a productive workforce and strong local talent pool. Because the site is located within walking distance of a half dozen restaurants, several retail shops, and assorted service providers, added housing will naturally provide added clients to keep out downtown business environment vibrant. Most of all, because the sight is on the west side of the bridge connecting Main Street to the commercial

corridor, removing the blight of the Baby Bliss site and replacing it with attractive housing is a strategic, catalytic step that will energize efforts to connect the downtown street scape and character to the commercial corridor. In this way, the proposed plan is in keeping with the Village of Middleville Master Plan and Middleville DDA's TIF Development Plan".

This project will not only improve workforce shortages, housing issues, childcare issues, and economic concerns, but will also aid in healthier communities, a more vibrant downtown, and a safer community all-around.

As part of the application, I have included several letters of support, including one from our State representative, one from the township Supervisor on behalf of Public Safety, one from the President of the Barry County Community Foundation, and one from the Middleville DDA. Other letters have been send directly to the Michigan State Land Bank offices. I have also included the project proforma, the bio of the developers, proving that they are capable of handling a project of this magnitude, the project budget, photos, renderings of the proposed project, and the narrative. Our SIGMA ID # is pending and the system is down; I hope to be able to get that to you prior to the 5:00 p.m. deadline.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: May 9, 2023 – Board of Commissioners

DEPARTMENT: Barry County Trial Court

PREPARED BY: Dave Pelon, Deputy Court Administrator

SUBJECT: 2022 – 2023 Child Care Fund Plan and Budget Amendment

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the 2022-2023 Child Care Fund Plan and Budget Amendment, and authorize the Chair to sign it.

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

Approval of the 2022-2023 Child Care Fund Plan and Budget Amendment, and authorize the Chair to sign it.

DESCRIPTION OF ACTION: Request that the Chair of the Board sign the Child Care Fund Budget Summary (Amended) for 2022-2023 in anticipation of expenditures and revenues, DHHS Form-2091. The Amendment is necessary because the Basic Grant for rural counties has increased from \$15,000 to \$56,520 per Public Act 166 of 2022.

TIME FRAME OF ACTION: As soon as possible.

FUNDING REQUIRED: YES _____ NO X*

*The CCF budget was previously approved by the Board on 9/13/2022

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: Within the CCF there are various positions (full and part-time) and funding for out-of-home placement. See attached Budget Summary (DHS-2091) and attached Component Detail Report (DHS-2094)

NEW OR RENEWAL: Renewal

ANY OTHER PERTINENT INFORMATION: The Amended Child Care Fund Budget Summary DHHS 2091, the Component Detail Report (DHS-2094), and a brief narrative are attached to explain the reason for the amendment.

CONTACT PERSON WITH PHONE NUMBER: Dave Pelon, 269-945-1400 ext. 1073

County Child Care Budget Summary (DHS-2091)
Michigan Department of Health and Human Services (MDHHS)
Children's Services Agency
Barry County for October 1, 2022 through September 30, 2023

Organization	Court Contact Person	Telephone Number	Email Address
Barry County	Ines Straube - CCF Organization Management	(269) 945-1404	istraube@barryco.org
Fiscal Year	MDHHS Contact Person	Telephone Number	Email Address
October 1, 2022 through September 30, 2023	Noelle Blair - CCF Organization Management	(269) 615-7121	blairn@michigan.gov

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Court or Tribal Supervised		\$0.00	\$667,109.00	\$667,109.00
B. In-Home Care		\$0.00	\$672,457.14	\$672,457.14
C. County/Court-Operated Facilities		\$0.00	\$0.00	\$0.00
D. Subtotals (A+B+C)		\$0.00	\$1,339,566.14	\$1,339,566.14
E. Revenue		\$0.00	\$0.00	\$0.00
F. Net Expenditure		\$0.00	\$1,339,566.14	\$1,339,566.14

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Neglect Abuse		\$0.00	\$0.00	\$0.00

Please Note: The *Neglect/Abuse Out-of-Home Care* amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.

Cost Sharing Ratios	County 0% / State 100% \$15,000.00 Maximum	MDHHS	Court	Combined
Basic Grant		\$0.00	\$56,519.99	\$56,519.99

Total Expenditure	\$1,396,086.13
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BUDGET DEVELOPMENT CERTIFICATION

THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2022 through September 30, 2023; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.

Presiding Judge 	Date 4/24/23
County Director of MDHHS Signature 	Date 04/17/23
Chairperson, Board of Commissioner's Signature	Date
And/or County Executive Signature	Date

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

AUTHORITY: Act 87, Publication of 1978, as amended.
COMPLETION: Required.
PENALTY: State reimbursement will be withheld from local government.

May 2, 2023

Family Division Budget Amendment for Basic Grant increase and Funding Overview

Prepared for: Barry County Board of Commissioners

Prepared by: Dave Pelon and Ines Straube

The Family Division Child Care Fund budget amendment request comes as a result of an increase in the State of Michigan Basic Grant for FY23. The Basic Grant is provided to rural counties with a population under 75,000. The grant is a reimbursement grant, and the money must be used to provide court service to youth under the court's jurisdiction or to youth for whom a complaint or petition has been filed with the court. For several decades the Basic Grant amount was \$15,000 annually. For FY23, the amount was increased to \$56,520, and it is expected to remain at this amount or increase in subsequent years. Even though FY23 began in October of 2022, MiSACWIS, which is the program used by the State of Michigan to monitor and approve Child Care Fund budgets, was not updated to allow for the Basic Grant increase until January of 2023. Additionally, the Basic Grant amendment required approval in MiSACWIS before the amended County Child Care Budget Summary (DHS-2091) could be taken to the Board of Commissioners for approval and signature.

The Family Division is funded by both local dollars via the general fund and state funding via various grants and child care funding. Grants that provide funding for the Family Division include the County Juvenile Officer (CJO) grant, the Raise the Age (RTA) grant, the Child Parent Legal Representation (CPLR) grant, the Basic Grant, and Child Care Fund reimbursement at 50 percent. A brief description of each grant may be helpful in the context of this budget amendment request.

The CJO grant is an annual grant in the amount of \$27,317.04. This grant amount has been unchanged for decades, and Barry County has historically used this grant to fund, in part, a general fund juvenile probation officer position. This position is the county's designated County Juvenile Officer. The other two juvenile probation officers and one Wraparound worker are Child Care Funded positions, and therefore their salaries and fringes are already reimbursed at 50 percent by the State. Because the Basic Grant has increased from \$15,000 to \$56,520, that funding can now be used to partly fund the county's general fund juvenile probation officer along with the CJO grant.

The RTA grant has been available to all Michigan counties for the past two fiscal years as a result of the 'Raise the Age' legislation that brought youth under the jurisdiction of the Family Division for delinquent acts until age 18. Previously, 17-year-old youth were considered adults in Michigan if charged with a crime. RTA funding was provided to counties to account for the additional money being spent as a result of having youth in the juvenile system until age 18. This helped the State avoid any Headlee unfunded mandate concerns that would certainly have caused a problem if the RTA grant funding was not provided. This is a reimbursement grant, and our reimbursement requests from October, 2022 to March of this year totaled \$17,084.55. We have been approved to seek reimbursement for expenditures up to \$60,000 this year for costs including attorney fees, counseling costs, general fund staff salary and fringes, staff training, and other similar expenditures.

The CPLR grant gives courts access to federal money via a State grant to help enhance legal representation services for youth and families involved with the court for abuse or neglect. This grant provides minimal funding; we have requested \$3,776.13 in reimbursement from October, 2022 to March of this year.

The Basic Grant has historically been used by Barry County to partially fund the Youth Service Bureau (YSB) program. The YSB provides services to youth and families via a referral rather than requiring that a petition be filed with the court. The YSB position was not filled when the previous YSB worker left the county in 2021. The position was left vacant due to significant staff turnover and the Family Division's need to prioritize intensive services for youth over other services such as YSB due to lack of qualified applicants. With the amount of the Basic Grant increasing significantly from \$15,000 to \$56,520, the Family Division intends to use this money to again fund the YSB program and will reassign the current CJO to the revised YSB program.

Barry County has two types of juvenile caseworker positions that are Child Care Funded. First, two juvenile probation officers are designated as "Home Intensive Care" (HIC) probation officers. They must see youth under their supervision at least once per week, although they usually have multiple contacts per week. They must also have less than 20 youth on their caseload in order to meet Child Care Fund criteria. Child Care Fund HIC probation officers are funded at 50 percent by the State. The second caseworker position that is Child Care Funded in Barry County is the Wraparound worker. Wraparound is an intensive service designed to 'wrap' services around a family with multi-system (MDHHS, CMH, school personnel, court etc.) involvement. The intent is to link and coordinate services for the family by using a strength-based approach. This position must also meet with the youth at least once per week, and the caseload cannot exceed 20 per Child Care Fund requirements.

In summary, the amended County Child Care Budget Summary (DHS-2091) reflects an increase in funding in the amount of \$41,520 via the Basic Grant. This funding will be used to fund the revised YSB program as the Family Division continues to enhance its front end services while providing excellent service and supervision to Barry County's high risk youth.

Please contact me if you have any questions for clarification regarding the court's services for youth or the Basic Grant amendment.

Respectfully Submitted,



Dave Pelon

Deputy Court Administrator

Barry County Trial Court – Family Division

Component Detail Report (DHS-2094)

Michigan Department of Health & Human Services (MDHHS)
Children's Services Agency
Barry County for October 01, 2022 through September 30, 2023

Service Component (Full Title/Name)	Component Type
YOUTH SERVICE BUREAU/TRUANCY DIVERSION 2023	Basic Grant

A. Personnel

Administrative Unit:

☐ MDHHS

☒ Court

1. Salary and Wages			
Name(s)	Job Title	Hours/Week	Yearly Cost
ALYSSA VANDUSSELDORP	CASEWORKER	40.00	\$51,402.72
2. Fringe Benefits			
FICA			\$4,030.11
LIFE INSURANCE			\$85.68
HEALTH INSURANCE			\$7,578.43
DENTAL/OPTICAL			\$800.00
RETIREMENT			\$17,096.54
DISABILITY			\$231.31
DISABILITY ADM			\$30.00
WORKMANS COMP			\$668.24
UNEMPLOYMENT			\$87.38
SICK TIME			\$1,278.43
LONGEVITY			\$0.00
HCSP CONTRIBUTION			\$360.00
Total Personnel			\$83,648.84

B. Program Support (For employees identified in "A" above)

1. Travel	Rate/Mile	Estimate No. of Miles	Yearly Cost
MILEAGE FOR CASE SUPERVISION AND TRAINING	\$0.63	4,464.29	\$2,790.18
2. Supplies and Materials (Description/Examples)			Yearly Cost
General office supplies such as: PAPERS, PENS, COPIES, STAMPS, MARKERS, FLIP CHARTS, FACE MASKS, ETC.			\$824.00
3. Other Costs (Description/Examples)	Rate/Unit		Yearly Cost
MEMBERSHIPS	\$0.00		\$50.00
EMPLOYEE TRAINING/MEALS	\$0.00		\$600.00
CELL PHONE	\$0.00		\$979.00
Total Program Support			\$5,243.18

* Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook.

C. Contractual Services

1. Unit Rates				
Name(s)	Rate	Unit Type	Total Units/ Contract	Yearly Cost

2. Closed End Contracts	
Total Contractual	\$0.00

D. Non-Scheduled Payments

Type of Service (Description)	Anticipated No. Units to be Provided	Average Cost of Each Service Unit	Yearly Cost
PSYCHOLOGICAL EVALUATIONS/CO-PAYS	2.00	\$350.00	\$700.00
Total Non-Scheduled			\$700.00

E. Service Component - In-Home Care or Basic Grant

(Add Totals for A, B, C, and D above)	Total Service Component Cost	\$89,592.02
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F. Public Revenue:

If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

SOURCE	To Be Provided	Yearly Cost
COUNTY GENERAL FUND JJ APPROPRIATION	SUPPLEMENTAL PROGRAM	\$5,754.99
STATE GRANT COUNTY JUVENILE OFFICER	STATE GRANT FOR SINGLE SPECIFIED COUNTY JUVENILE OFFICER	\$27,317.04
Total Public Revenue		\$33,072.03

G. Subtract Total Public Revenue from Total Service Component Cost (E-F)

Total Cost to Basic Grant, Net Anticipated IHC Matchable Expenditure (Gross Costs Less Other Revenue)	\$56,519.99
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H. Program Specific Information:

1. Component Status			
☐ Continued	☐ Terminated	☒ Revised	☐ New

2. Target Population(s) Served - Check all that apply.			
A. Children Under Jurisdiction of Court ☒ Delinquent ☐ Neglect			
B. Children NOT Under Jurisdiction of Court ☒ Written Complaint ☐ CPS Category I or II ☒ Children likely to come under Jurisdiction of the Court			

3. Area(s) of Intended Impact - Check primary area(s) only.**A Reduction In:**☒ Number of Youth Petitioned☒ Number of Adjudications☐ Number of Days of Family Foster Care☐ Number of Days of Out-of-Home Detention☐ Number of Days of Shelter Care☐ Number of Days of Residential Treatment Care☐ Number of State Wards Committed (Act 150 & 220)**4. Service Focus - Check all that apply.**☒ Provide early intervention to treat within the child's home☐ Effect early return from foster or institutional care**I. Program Description - Must be completed for all components, except those being terminated, each year.****BASIC GRANT****A. Youth Service Bureau**

The Youth Service Bureau (YSB) program is designed to provide early intervention to treat within the child's home in order to divert youth prior to formal processing within the Juvenile Court. YSB serves as both a pre-arrest diversion program and a pre-court diversion program. The target population for this program are status offenders and delinquent youth who have come under jurisdiction of the Court or those who have a written complaint and are likely to come under the Court's jurisdiction. Youth eligible for the YSB program must meet two of the six risk factors: (1) history of confirmed abuse and/or neglect of the youth, (2) history of school truancy, suspensions, or expulsions, (3) youth has run away from home, (4) use of alcohol or drugs, (5) ineffective, inconsistent, or nonexistent parental control, and (6) negative or delinquent peer relations. YSB's areas of intended impact includes reduction in number of youth petitioned and/or adjudicated by offering services to those children and their families. These cases are handled less expensively than court involvement, and the services, independent of the Court, are at least as successful, if not more so.

B. Court Diversion

The Court Diversion program is designed to provide treatment planning and supervision for youth petitioned into the court for delinquent behavior and diverted prior to authorization of the petition in accordance with the Juvenile Diversion Act of 1988. The target population for this program are youth for whom a petition has been filed who have been diverted by the Court prior to authorization of the petition. Youth undergo a brief risk/needs assessment and complete a Diversion Agreement as outlined in the Juvenile Diversion Act. The goal of this program is to identify and address the drivers that contributed to the filing of the delinquency petition, to provide treatment, supervision, and supports as necessary, and to keep the youth from coming under the formal jurisdiction of the Court.

C. Consent Calendar

The Court may place a juvenile delinquency case on the Consent Calendar as provided by MCL 712A.2f and MCR 3.932(C). The target population for Consent Calendar are youth who are deemed eligible for informal court supervision by the Court. Youth placed on the Consent Calendar undergo a complete risk/needs assessment for the purpose of establishing a plan for supervision and treatment services. Case management services that are similar to formal probation case management services are provided for youth on Consent Calendar, but they are subject to less Court oversight and typically shorter periods of Court supervision.

Expenditures for all Basic Grant funded programming do not cover judicial costs. Program funds are not used for basic family needs available through other state or federal funding sources.

AUTHORITY: Act 87, Public Acts of 1978, as amended.

COMPLETION: Is Required.

PENALTY: State reimbursement will be withheld from local government

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Board of Commissioners, 5/9/23

DEPARTMENT: Administration

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: 2024 Budget Calendar (For Preparation of a Three (3) Year Budget)

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the 2024 Budget Calendar.

<u>SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):</u> Approval of the 2024 Budget Calendar.
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DESCRIPTION OF ACTION: Each year the budget process begins in the month of May with the approval of the Budget Calendar for the coming year. The budget process concludes in October with a public hearing and adoption of the budget.

TIME FRAME OF ACTION: Board of Commissioners approval on May 9, 2023.

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: NA

NEW OR RENEWAL: Renewal, annual process.

ANY OTHER PERTINENT INFORMATION: None. See attached proposed budget calendar.

CONTACT PERSON WITH PHONE NUMBER: Michael Brown, County Administrator or Luella Dennison, Deputy County Administrator, 269-945-1284.

Budget Calendar

May 2, 2023	Committee of the Whole Recommends Budget Calendar.
May 9	Board Approves Budget Calendar.
June 1	Administrator's Office prepares and distributes budget packet to departments, prepares preliminary benefit cost estimates, and is available to provide departments assistance in completing budget document.
June 26	Departments submit completed operating and capital budget requests to Administrator.
July	Administrator formulates budget recommendation.
July 26	Administrator's recommendation distributed to departments and Committee of the Whole for review.
August TBD	Committee of the Whole reviews the Recommended Budget, and holds a Budget Workshop to discuss program/policy issues which have resulted.
August 22	Conducts Budget Hearings/Appeals to review departmental concerns, adjusts revenue and expenditure projections, if necessary, and reviews proposed Capital Budget.
August 29	Administrator finalizes budget recommendation based on budget hearings.
September 19	Committee of the Whole formulates 2024 millage recommendation and proposes 2024 Budget and General Appropriations Resolution.
September 20	Administrator sends out notice of Public Hearing on 2024 Budget to be held on October 24, 2023.
October 24	Board holds Public Hearing on 2024 Budget, including proposed millage rate. Board approves Resolution to Adopt 2024 Budget, General Appropriations Act and Millage.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC 5/9/23

DEPARTMENT: County Administration

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Renewal of the Liability, Vehicle Physical Damage and Property and Crime Insurance coverage through the Michigan Municipal Risk Management Authority (MMRMA).

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the renewal of the Liability, Vehicle Physical Damage and Property and Crime Insurance coverage through the Michigan Municipal Risk Management Authority for the period of July 1, 2023 to July 1, 2024 in the amount of \$481,247 and authorize the member representative to sign the agreement.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):
Approval of the renewal of the Liability, Vehicle Physical Damage and Property and Crime Insurance coverage through the Michigan Municipal Risk Management Authority for the period of July 1, 2023 to July 1, 2024 in the amount of \$481,247 and authorize the member representative to sign the agreement.

DESCRIPTION OF ACTION: This is a request to renew the County's liability, vehicle & property and crime coverage through the Michigan Municipal Risk Management Authority (MMRMA.) The MMRMA is a public entity self-insurance pool that provides liability and property coverage to municipal government entities across Michigan. The MMRMA was created in 1980 by three member municipalities as a joint purchasing arrangement, which allowed them to secure necessary insurance coverage at a reasonable price. Today, MMRMA's membership is comprised of more than 300 local government entities across Michigan. For comparative purposes, below are the rates for the past few years:

2023-2024	\$481,247
2022-2023	\$446,521
2021-2022	\$424,061
2020-2021	\$408,526
2019-2020	\$395,227
2018-2019	\$381,067
2017-2018	\$381,914
2016-2017	\$372,760

TIME FRAME OF ACTION: Immediate.

FUNDING REQUIRED: YES _____ NO ☒ X (budgeted funds) _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: Renewal.

ANY OTHER PERTINENT INFORMATION: None

CONTACT PERSON WITH PHONE NUMBER: Michael Brown, County Administrator, 269-945-1284.

RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

July 1, 2023

Mr. Michael Brown
Barry County
220 W. State Street
Hastings, MI 49058

Dear Mr. Brown:

The following is a breakout of annual contribution of your coverage with the Michigan Municipal Risk Management Authority (MMRMA) for the policy period July 1, 2023 to July 1, 2024.

Automobile Liability & Vehicle Physical Damage		\$85,412
20 Private Passenger	\$13,931	
3 Police "Other"	\$2,049	
41 Police PP/Patrol	\$33,424	
16 Trucks	\$8,846	
4 Vans	\$3,209	
15 Buses	\$23,953	
Police Professional Liability		\$125,282
Public Officials Liability		\$62,315
All Other Liability		\$34,928
Property		\$132,380
Stop Loss		\$15,930
Retention Fund		\$25,000
Total Contribution		\$481,247

If you have any questions or if I can be of further assistance, please call.

Sincerely,



Craig S. Manser
Regional Risk Manager



27750 Stansbury, Suite 100
Farmington Hills, Michigan 48334
877-888-IBEX (4239) 248-538-0470

Fax: 248-538-0471 www.ibexagency.com

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	County of Barry	Proposal No: Q000014017
Date of Original Membership:	November 1, 1985	
Proposal Effective Dates:	July 01, 2023 To July 01, 2024	
Member Representative:	Michael Brown	Telephone #: (269) 945-1284
Regional Risk Manager:	Ibex Insurance Agency	Telephone #: (248) 538-0470

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **County of Barry** (hereinafter "Member") is eligible to be a Member of MMRMA. **County of Barry** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

County of Barry is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

County of Barry is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **County of Barry's** SIR and deductibles are as follows:

Table I
Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$75,000 Per Occurrence
Vehicle Physical Damage	\$1,000 Per Vehicle	\$15,000 Per Vehicle \$30,000 Per Occurrence
Fire/EMS Replacement Cost	N/A	N/A
Property and Crime	\$1,000 Per Occurrence	N/A
Sewage System Overflow	N/A	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **County of Barry** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
2. Specialized Emergency Response Expense Recovery Coverage
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

County of Barry agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

Liability and Motor Vehicle Physical Damage		Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Liability	15,000,000	N/A	N/A	N/A
2	Judicial Tenure	100,000	N/A	N/A	N/A
3	Sewage System Overflows	0	N/A	0	N/A
4	Volunteer Medical Payments	25,000	N/A	N/A	N/A
5	First Aid	2,000	N/A	N/A	N/A
6	Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7	Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
	Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8	Michigan No-Fault	Per Statute	N/A	N/A	N/A
9	Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime		Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Buildings and Personal Property	129,976,346	350,000,000	N/A	N/A
2	Personal Property in Transit	2,000,000	N/A	N/A	N/A
3	Unreported Property	5,000,000	N/A	N/A	N/A
4	Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5	Fine Arts	2,000,000	N/A	N/A	N/A
6	Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7	Money and Securities	1,000,000	N/A	N/A	N/A
8	Accounts Receivable	2,000,000	N/A	N/A	N/A
9	Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10	Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11	Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12	Dam/Dam Structures/Lake Level Controls	650,000	N/A	N/A	N/A
13	Transformers	0	N/A	N/A	N/A
14	Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15	Marine Property	1,000,000	N/A	N/A	N/A
16	Other Covered Property	10,000	N/A	N/A	N/A
17	Income and Extra Expense	5,000,000	N/A	N/A	N/A
18	Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19	Faithful Performance	Per Statute	N/A	N/A	N/A
20	Earthquake	5,000,000	N/A	5,000,000	100,000,000
21	Flood	5,000,000	N/A	5,000,000	100,000,000
22	Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement, Extortion.				
	Limits of Coverage Per Occurrence/Claim	Deductible Per Occurrence/Claim		Retroactive Date
	\$2,000,000			
Coverage A Network and Information Security Liability; Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage B Media Injury Liability	Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above Each Business Interruption Loss Included in limit above	\$25,000	Each Unauthorized Access Retention Period of 72 hours of Business Interruption Loss	Occurrence
Coverage D Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000	Each Unintentional Data Compromise	Occurrence
Coverage E PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000	Each Payment Card Breach	Occurrence
Coverage F Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000	Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above		Not Applicable	Occurrence
Coverage H Telecommunications Fraud Reimbursement	\$25,000 Included in limit above		Not Applicable	Occurrence
Coverage I Extortion Coverage	Each Claim Included in limit above	\$25,000	Each Extortion Loss	Occurrence

Annual Aggregate Limit of Liability

Each Member Aggregate	All Members Aggregate
\$2,000,000	\$17,500,000

The Each Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$2,000,000 per Member for all Subjects of Coverage in any Coverage Period, regardless of the number of coverage events.

The All Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$17,500,000 for All Members for all Subjects of Coverage in any Coverage Period, regardless of the number of Members or the number of coverage events.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

Table IV

Specialized Emergency Response Expense Recovery Coverage

Limits of Coverage

Specialized Emergency Response Expense Recovery	Limits of Coverage per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
	N/A	N/A	N/A	N/A

Table V

Specialized Emergency Response Expense Recovery Coverage

Deductibles

Specialized Emergency Response Expense Recovery	Deductible per Occurrence
	Member
	N/A

D. Contribution for MMRMA Participation

County of Barry

Period: July 01, 2023

To July 01, 2024

Coverages per Member Coverage Overview:	\$440,317
Stop Loss Coverage:	\$15,930
Member Loss Fund Deposit:	\$25,000
TOTAL ANNUAL CONTRIBUTIONS:	\$481,247

E. List of Addenda

1. Limited Liability Coverage For Use or Operations of Unmanned Aircraft
2. Stop Loss Program Participation Agreement

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

County of Barry

Proposal No:

Q000014017

MMRMA



Member Representative

MMRMA Representative

4-20-2023

Date

Date

ADDENDUM

STOP LOSS PROGRAM PARTICIPATION AGREEMENT

Optional

The Stop Loss Program limits the Member's cash payments during a July 1 - June 30 year for those costs falling within the Member's SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member's paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member's paid costs exceed the member's entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member's SIR. **County of Barry's** entry point is **\$250,000**. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:

Member Representative

Date: _____

MMRMA



Authorized Representative

Date: 4-20-2023

ADDENDUM

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT (Optional)

This addendum modifies the Liability and Motor Vehicle Physical Damage Coverage Document

A. LIMITATIONS OF COVERAGE, PROCEDURES, EXCLUSIONS, DEFINITIONS.

1. MMRMA will pay for any loss as defined in Sections 1 and 2 of the Liability and Motor Vehicle Physical Damage Coverage Document, caused by the use or operation of an Unmanned Aircraft, the actual loss up to a \$1,000,000 limit per occurrence and subject to a \$2,000,000 annual member aggregate.
2. The Member Duties, Responsibilities, Other Conditions stated in Section 7 of the Liability and Motor Vehicle Physical Damage Coverage Document shall apply to Limited Liability Coverage for use or operations of Unmanned Aircraft.
3. As respects this Limited Liability Coverage for Use or Operations of Unmanned Aircraft Addendum, Section 7; Member Duties, Responsibilities, Other Conditions, of the Liability and Motor Vehicle Physical Damage Coverage Document is amended to include the following:

P. FAA COMPLIANCE

The terms of this Addendum apply only if the Member is in compliance with all FAA rules and regulations governing the use or operation of an unmanned aircraft, at time of occurrence.

4. The Liability and Motor Vehicle Physical Damage Coverage Document Section 4, Definitions, shall apply to this Limited Liability Coverage For Use Or Operation Of An Unmanned Aircraft Addendum.
5. As respects this Limited Liability Coverage For Use Or Operations Of Unmanned Aircraft Addendum, Section 2; Exclusion C, of the Liability and Motor Vehicle Physical Damage Coverage Document is deleted in its entirety and replaced by the following:

EXCLUSIONS

- C. Ownership, maintenance, loading or unloading, use or operation of any aircraft (other than unmanned aircraft), airfields, or runways; watercraft over 75 feet in length;

Period: 07/01/2023 to 07/01/2024

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT
(Optional)

Accepted By:
County of Barry

Member ID:
1159

MMRMA

Member Representative

Date



MMRMA Representative

4-20-2023

Date

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, 5/9/23

DEPARTMENT: Sheriff's Office

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Establish Pay Scale for Assistant Control I Monitor Position

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval to pay the Assistant Control I Monitor position based on Grade 3 of the General Fund Department Head and Non-represented pay scale, effective 5/20/23.

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

Approval to pay the Assistant Control I Monitor position based on Grade 3 of the General Fund Department Head and Non-represented pay scale, effective 5/20/23.

DESCRIPTION OF ACTION: On May 22, 2018, the Board of Commissioners approved the creation of a full-time Assistant Control I Monitor position at the Sheriff's Office. The position was classified as a Grade 3 and was initially paid according to the Barry County Courthouse Employees Association (BCCEA) pay scale. During the drafting process of the bargaining agreement for the Corrections Officers Division, for the agreement effective 1/1/21 through 12/31/2025, a pay scale was created for the position, and it was included with pay scales for other positions in the bargaining unit (including the Control I Monitor position) and was attached to the final version of the bargaining agreement. It recently came to our attention that the bargaining unit is not in agreement with the inclusion of the position in the bargaining unit. Labor counsel for the county drafted a corrected copy of the Corrections Division pay scale to attach to the bargaining agreement, without the Assistant Control I Monitor position. Rather than keeping the position on the pay scale created for the bargaining agreement, we are proposing to streamline the pay scale by paying the position based on the pay scale for other non-represented positions, the General Fund Department Head and Non-represented employees pay scale.

Moving the position to the General Fund Department Head and Non-represented employees pay scale will result in a pay increase of 27 cents per hour (at the new hire step). The employee currently in the position was recently hired (on 2/11/23). The pay scale created for the bargaining agreement has 6 steps ranging from \$14.84/hr. to \$17.83 per hour. The General Fund Department Head and Non-represented employees pay scale also has 6 steps, ranging from \$15.11/hr. to \$18.17/hr.

TIME FRAME OF ACTION: Effective May 20, 2023

FUNDING REQUIRED: YES _____ NO X (the position is budgeted)

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: None.

CONTACT PERSON WITH PHONE NUMBER: Luella Dennison, Deputy County Administrator, ext. 1100

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF:

BOC 5-9-23

DEPARTMENT:

Board of Commissioners

PREPARED BY:

Michael Brown, County Administrator

SUBJECT: Letters of Agreement with Bargaining Groups Increasing Pay Scales for 2023, 2024 & 2025.

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the attached Letters of Agreement with the Barry County Corrections Supervisors, Barry County Corrections Division, Barry County Courthouse Employees Association, Barry County Command Officers Association, and the Barry County Deputy Sheriff Unit, increasing the wage scales each year, by an additional 3% for 2023, 3% for 2024 and 1% for 2025.

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

Approval of the attached Letters of Agreement with the Barry County Corrections Supervisors, Barry County Corrections Division, Barry County Courthouse Employees Association, Barry County Command Officers Association, and the Barry County Deputy Sheriff Unit, increasing the wage scales each year, by an additional 3% for 2023, 3% for 2024 and 1% for 2025.

DESCRIPTION OF ACTION: See attached Letters of Agreement and proposed wage scales.

TIME FRAME OF ACTION: Wage increases effective 6/3/23 (unless the LOA for a bargaining group has not been ratified by the parties prior to 6/3/23).

FUNDING REQUIRED: YES X NO

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: NA.

NEW OR RENEWAL: NA.

ANY OTHER PERTINENT INFORMATION: NA.

CONTACT PERSON WITH PHONE NUMBER:

Michael Brown, County Administrator, 269-945-1414.

**LETTER OF AGREEMENT (“LOA”)
BETWEEN
COUNTY OF BARRY (“Employer”)
AND
FRATERNAL ORDER OF POLICE LABOR COUNCIL,
BARRY COUNTY CORRECTIONS SUPERVISORS (“Union”)**

WHEREAS, the parties are signatories to a Collective Bargaining Agreement) with a term of January 1, 2021, through December 31, 2025 (the “CBA”); and

WHEREAS, on May 9, 2023, the Employer approved a motion to authorize an increase in the Agreement’s pay scales effective with the first full payroll in June of 2023, and for the CBA 2024 and 2025 contract years; and

WHEREAS, the Union is agreeable to the pay scale increases as authorized by the County Board.

NOW, THEREFORE, the parties agree as follows:

1. The Employer will increase the 2023 pay scales as set forth in the attached Amended Appendix A to the CBA effective the first full payroll in June of 2023, being effective from June 3, 2023, and to the CBA 2024 and 2025 contract year pay scales for the balance of the Agreement as reflected in the Amended Appendix A pay scales. If the parties have not ratified this LOA prior to June 3, 2023, the 2023 pay scale increase will be effective the first full payroll following ratification by both parties.
2. All other terms and conditions specified in the parties' CBA shall remain in full force and effect for the duration of that agreement.
3. It is expressly understood that this LOA will be without precedent or prejudice for any future circumstances.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to the above and execute this LOA.

EMPLOYER:
COUNTY OF BARRY

UNION:
FRATERNAL ORDER OF POLICE LABOR COUNCIL,
BARRY COUNTY CORRECTIONS SUPERVISORS
 (“Union”)

BY:

BY:

David W. Jackson, Chair Date
Barry County Board of Commissioners

Date

Dar Leaf, Sheriff of Barry County Date

Date

Date

**CORRECTIONS SERGEANTS/LIEUTENANT WAGES
APPENDIX A**

Wages:

2021- Effective on ratification by both parties in 2021:
2% increase + signing bonus for each employee of \$300.

Sergeant	\$27.12
Lieutenant	\$31.17

2022 - Effective January 1, 2022, 2.25% increase:

Sergeant	\$27.73
Lieutenant	\$31.87

2023- Effective January 1, 2023, 5% increase:

Sergeant	\$29.12
Lieutenant	\$33.47

2024- Effective January 1, 2024, 5.25% increase:

Sergeant	\$30.65
Lieutenant	\$35.23

2025- Effective January 1, 2025, 3% increase:

Sergeant	\$31.57
Lieutenant	\$36.29

The differential between Corrections Sergeant and to Corrections Officer shall be at least 12%.

**LETTER OF AGREEMENT (“LOA”)
BETWEEN
COUNTY OF BARRY (“Employer”)
AND
GOVERNMENTAL EMPLOYEES LABOR COUNCIL,
BARRY COUNTY CORRECTIONS DIVISION (“Union”)**

WHEREAS, the parties are signatories to a Collective Bargaining Agreement with a term of January 1, 2021, through December 31, 2025 (the “CBA”); and

WHEREAS, on May 9, 2023, the Employer approved a motion to authorize an increase in the Agreement’s pay scales effective with the first full payroll in June of 2023, and for the CBA 2024 and 2025 contract years; and

WHEREAS, the Union is agreeable to the pay scale increases as authorized by the County Board.

NOW, THEREFORE, the parties agree as follows:

1. The Employer will increase the 2023 pay scales as set forth in the attached Amended Appendix A to the CBA effective the first full payroll in June of 2023, being effective from June 3, 2023, and to the CBA 2024 and 2025 contract year pay scales for the balance of the Agreement as reflected in the Amended Appendix A pay scales. If the parties have not ratified this LOA prior to June 3, 2023, the 2023 pay scale increase will be effective the first full payroll following ratification by both parties.
2. All other terms and conditions specified in the parties' CBA shall remain in full force and effect for the duration of that agreement.
3. It is expressly understood that this LOA will be without precedent or prejudice for any future circumstances.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to the above and execute this LOA.

EMPLOYER:
COUNTY OF BARRY

BY:

UNION:
GOVERNMENTAL EMPLOYEES LABOR COUNCIL,
BARRY COUNTY CORRECTIONS DIVISION
BY:

David W. Jackson, Chair Date
Barry County Board of Commissioners

Dar Leaf, Sheriff of Barry County Date

Date

Date

Date

Barry County Corrections Officers Proposed Pay Scales for 2021-2025

	Current <u>2020</u>	2% <u>2021</u>	2.25% <u>2022</u>	5% <u>2023</u>	5.25% <u>2024</u>	3% <u>2025</u>
Corr. Officer - 5 year	23.74	24.21	24.76	26.00	27.36	28.18
Corr. Officer - 4 year	22.74	23.19	23.72	24.90	26.21	27.00
Corr. Officer - 3 year	21.74	22.17	22.67	23.81	25.06	25.81
Corr. Officer - 2 year	20.76	21.18	21.65	22.73	23.93	24.65
Corr. Officer - 1 year	19.77	20.17	20.62	21.65	22.79	23.47
Corr. Officer - Start	18.77	19.15	19.58	20.55	21.63	22.28

	Current <u>2020</u>	2% <u>2021</u>	2.25% <u>2022</u>	5% <u>2023</u>	5.25% <u>2024</u>	3% <u>2025</u>
Master Mechanic	25.73	26.24	26.84	28.18	29.66	30.55
Head Cook						
5-year	19.41	19.80	20.24	21.26	22.37	23.04
4-year	18.55	18.92	19.35	20.31	21.38	22.02
3-year	17.81	18.17	18.57	19.50	20.53	21.14
2-year	17.01	17.35	17.74	18.63	19.61	20.19
1-year	16.64	16.97	17.35	18.22	19.18	19.75
Start	16.25	16.58	16.95	17.80	18.73	19.29
Cook						
5-year	14.39	14.68	15.01	15.76	16.59	17.08
4-year	13.76	14.04	14.35	15.07	15.86	16.34
3-year	13.16	13.42	13.73	14.41	15.17	15.62
2-year	12.58	12.83	13.12	13.78	14.50	14.93
1-year	12.28	12.53	12.81	13.45	14.15	14.58
Start	12.00	12.24	12.52	13.14	13.83	14.25
Control I Monitor						
5-year	22.14	22.58	23.09	24.25	25.52	26.28
4-year	21.15	21.57	22.06	23.16	24.38	25.11
3-year	20.20	20.60	21.07	22.12	23.28	23.98
2-year	19.31	19.70	20.14	21.15	22.26	22.92
1-year	18.87	19.25	19.68	20.66	21.75	22.40
Start	18.44	18.81	19.23	20.19	21.25	21.89
Administrative Assistant						
5-year	19.41	19.80	20.24	21.26	22.37	23.04
4-year	18.55	18.92	19.35	20.31	21.38	22.02
3-year	17.81	18.17	18.57	19.50	20.53	21.14
2-year	17.01	17.35	17.74	18.63	19.61	20.19
1-year	16.64	16.97	17.35	18.22	19.18	19.75
Start	16.25	16.58	16.95	17.80	18.73	19.29

**LETTER OF AGREEMENT (“LOA”)
BETWEEN
COUNTY OF BARRY AND
BARRY COUNTY UNIFIED TRIAL COURT (“Employer”)
AND
THE BARRY COUNTY
COURTHOUSE EMPLOYEES’ ASSOCIATION (“Union”)**

WHEREAS, the parties are signatories to a Collective Bargaining Agreement) with a term of January 1, 2021, through December 31, 2025 (the “CBA”); and

WHEREAS, on May 9, 2023, the Employer approved a motion to authorize an increase in the Agreement’s pay scales effective with the first full payroll in June of 2023, and for the CBA 2024 and 2025 contract years; and

WHEREAS, the Union is agreeable to the pay scale increases as authorized by the County Board.

NOW, THEREFORE, the parties agree as follows:

1. The Employer will increase the 2023 pay scales as set forth in the attached Amended Attachment A to the CBA effective the first full payroll in June of 2023, being effective from June 3, 2023, and to the CBA 2024 and 2025 contract year pay scales for the balance of the Agreement as reflected in the Amended Attachment A pay scales. If the parties have not ratified this LOA prior to June 3, 2023, the 2023 pay scale increase will be effective the first full payroll following ratification by both parties.

2. All other terms and conditions specified in the parties' CBA shall remain in full force and effect for the duration of that agreement.

3. It is expressly understood that this LOA will be without precedent or prejudice for any future circumstances.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to the above and execute this LOA.

EMPLOYER:
COUNTY OF BARRY AND BARRY AND
BARRY COUNTY UNIFIED TRIAL COURT

UNION:
BARRY COUNTY COURTHOUSE
EMPLOYEES’ ASSOCIATION

BY:

BY:

David W. Jackson, Chair Date
Barry County Board of Commissioners

Date

William M. Doherty, Chief Judge Date

Date

Pamela A. Palmer, Clerk	Date
-------------------------	------

Date _____

Julie A. Nakfoor Pratt, Prosecutor Date

Date _____

Barbara Hurless, Register of Deeds	Date
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Susan VandeCar, Treasurer
Date

Jim Dull, Drain Commissioner
Date

Dar Leaf, Sheriff
Date

Barry County Courthouse Employees Association

Salary Schedule

2080 Hours

2023 - 5% increase

Grade	Minimum	6 Months	1 Year	2 Years	3 Years	4 Years
1	27,736.80 13.34	28,348.32 13.63	29,025.36 13.95	30,313.92 14.57	31,646.16 15.21	33,065.76 15.90
2	29,898.96 14.37	30,576.00 14.70	31,231.20 15.02	32,650.80 15.70	34,135.92 16.41	35,686.56 17.16
3	32,082.96 15.42	32,825.52 15.78	33,611.76 16.16	35,096.88 16.87	36,691.20 17.64	38,329.20 18.43
4	34,616.40 16.64	35,402.64 17.02	36,145.20 17.38	37,826.88 18.19	39,508.56 18.99	41,343.12 19.88
5	37,193.52 17.88	38,067.12 18.30	38,897.04 18.70	40,687.92 19.56	42,325.92 20.35	44,247.84 21.27
6	39,552.24 19.02	40,425.84 19.44	41,364.96 19.89	43,243.20 20.79	45,230.64 21.75	47,261.76 22.72
7	42,085.68 20.23	43,046.64 20.70	44,029.44 21.17	45,995.04 22.11	48,113.52 23.13	50,319.36 24.19
8	45,274.32 21.77	46,322.64 22.27	47,370.96 22.77	49,467.60 23.78	51,804.48 24.91	54,141.36 26.03
9	48,768.72 23.45	49,860.72 23.97	50,996.40 24.52	53,267.76 25.61	55,692.00 26.78	58,312.80 28.04
10	52,481.52 25.23	53,682.72 25.81	53,682.72 26.43	57,461.04 27.63	60,125.52 28.91	62,790.00 30.19
11	56,500.08 27.16	57,744.96 27.76	59,099.04 28.41	61,719.84 29.67	64,624.56 31.07	67,551.12 32.48
12	60,758.88 29.21	62,134.80 29.87	63,532.56 30.54	66,415.44 31.93	69,473.04 33.40	72,618.00 34.91
13	65,760.24 31.62	67,201.68 32.31	68,752.32 33.05	71,940.96 34.59	75,216.96 36.16	78,667.68 37.82
14	70,608.72 33.95	72,224.88 34.72	73,841.04 35.50	77,248.08 37.14	80,808.00 38.85	84,477.12 40.61
15	74,037.60 35.60	75,850.32 36.47	79,388.40 38.17	83,035.68 39.92	86,857.68 41.76	90,745.20 43.63

Barry County Courthouse Employees Association

Salary Schedule

2080 Hours

2024 - 5% increase

Grade	Minimum	6 Months	1 Year	2 Years	3 Years	4 Years
1	29,134.56 14.01	29,767.92 14.31	30,466.80 14.65	31,820.88 15.30	33,218.64 15.97	34,725.60 16.70
2	31,384.08 15.09	32,104.80 15.44	32,803.68 15.77	34,288.80 16.49	35,839.44 17.23	37,477.44 18.02
3	33,677.28 16.19	34,463.52 16.57	35,293.44 16.97	36,844.08 17.71	38,525.76 18.52	40,251.12 19.35
4	36,341.76 17.47	37,171.68 17.87	37,957.92 18.25	39,726.96 19.10	41,474.16 19.94	43,417.92 20.87
5	39,049.92 18.77	39,967.20 19.22	40,840.80 19.64	42,719.04 20.54	44,444.40 21.37	46,453.68 22.33
6	41,539.68 19.97	42,456.96 20.41	43,439.76 20.88	45,405.36 21.83	47,502.00 22.84	49,620.48 23.86
7	44,182.32 21.24	45,208.80 21.74	46,235.28 22.23	48,288.24 23.22	50,515.92 24.29	52,830.96 25.40
8	47,545.68 22.86	48,637.68 23.38	49,729.68 23.91	51,935.52 24.97	54,403.44 26.16	56,849.52 27.33
9	51,214.80 24.62	52,350.48 25.17	53,551.68 25.75	55,932.24 26.89	58,487.52 28.12	61,239.36 29.44
10	55,102.32 26.49	56,369.04 27.10	56,369.04 27.75	60,343.92 29.01	63,139.44 30.36	65,934.96 31.70
11	59,317.44 28.52	60,627.84 29.15	62,047.44 29.83	64,799.28 31.15	67,856.88 32.62	70,936.32 34.10
12	63,794.64 30.67	65,236.08 31.36	66,699.36 32.07	69,735.12 33.53	72,945.60 35.07	76,243.44 36.66
13	69,058.08 33.20	70,565.04 33.93	72,181.20 34.70	75,544.56 36.32	78,973.44 37.97	82,598.88 39.71
14	74,146.80 35.65	75,828.48 36.46	77,532.00 37.28	81,113.76 39.00	84,848.40 40.79	88,692.24 42.64
15	77,750.40 37.38	79,650.48 38.29	83,363.28 40.08	87,185.28 41.92	91,203.84 43.85	95,287.92 45.81

Barry County Courthouse Employees Association

Salary Schedule

2080 Hours

2025 - 3% increase

Grade	Minimum	6 Months	1 Year	2 Years	3 Years	4 Years
1	30,015.02 14.43	30,657.74 14.74	31,386.16 15.09	32,778.72 15.76	34,214.13 16.45	35,778.08 17.20
2	32,328.82 15.54	33,078.66 15.90	33,785.65 16.24	35,328.18 16.98	36,913.55 17.75	38,606.05 18.56
3	34,685.46 16.68	35,499.57 17.07	36,356.53 17.48	37,941.90 18.24	39,677.25 19.08	41,455.44 19.93
4	37,427.73 17.99	38,284.69 18.41	39,098.80 18.80	40,919.84 19.67	42,719.46 20.54	44,711.89 21.50
5	40,212.85 19.33	41,176.93 19.80	42,076.74 20.23	44,004.90 21.16	45,783.09 22.01	47,839.79 23.00
6	42,783.73 20.57	43,726.38 21.02	44,733.31 21.51	46,768.59 22.48	48,932.42 23.53	51,117.66 24.58
7	45,504.58 21.88	46,575.78 22.39	47,625.55 22.90	49,746.53 23.92	52,038.90 25.02	54,416.96 26.16
8	48,975.26 23.55	50,089.31 24.08	51,224.78 24.63	53,495.73 25.72	56,045.18 26.94	58,551.79 28.15
9	52,745.89 25.36	53,924.21 25.93	55,166.80 26.52	57,609.14 27.70	60,244.29 28.96	63,072.26 30.32
10	56,752.18 27.28	58,059.04 27.91	58,059.04 28.58	62,151.02 29.88	65,043.26 31.27	67,914.08 32.65
11	61,101.25 29.38	62,450.96 30.02	63,907.79 30.72	66,735.76 32.08	69,885.09 33.60	73,055.84 35.12
12	65,707.41 31.59	67,185.66 32.30	68,706.77 33.03	71,834.67 34.54	75,133.97 36.12	78,540.38 37.76
13	71,127.68 34.20	72,691.63 34.95	74,341.28 35.74	77,811.97 37.41	81,346.93 39.11	85,074.70 40.90
14	76,376.56 36.72	78,111.90 37.55	79,868.67 38.40	83,553.60 40.17	87,388.50 42.01	91,351.94 43.92
15	80,082.91 38.50	82,032.50 39.44	85,867.39 41.28	89,809.41 43.18	93,944.24 45.17	98,143.34 47.18

**LETTER OF AGREEMENT (“LOA”)
BETWEEN
COUNTY OF BARRY (“Employer”)
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN,
BARRY COUNTY COMMAND OFFICERS ASSOCIATION (“Union”)**

WHEREAS, the parties are signatories to a Collective Bargaining Agreement) with a term of January 1, 2021, through December 31, 2025 (the “CBA”); and

WHEREAS, on May 9, 2023, the Employer approved a motion to authorize an increase in the Agreement’s pay scales effective with the first full payroll in June of 2023, and for the CBA 2024 and 2025 contract years; and

WHEREAS, the Union is agreeable to the pay scale increases as authorized by the County Board.

NOW, THEREFORE, the parties agree as follows:

1. The Employer will increase the 2023 pay scales as set forth in the attached Amended Appendix A to the CBA effective the first full payroll in June of 2023, being effective from June 3, 2023, and to the CBA 2024 and 2025 contract year pay scales for the balance of the Agreement as reflected in the Amended Appendix A pay scales. 1. If the parties have not ratified this LOA prior to June 3, 2023, the 2023 pay scale increase will be effective the first full payroll following ratification by both parties.
2. All other terms and conditions specified in the parties' CBA shall remain in full force and effect for the duration of that agreement.
3. It is expressly understood that this LOA will be without precedent or prejudice for any future circumstances.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to the above and execute this LOA.

EMPLOYER:
COUNTY OF BARRY

UNION:
COMMAND OFFICERS ASSOCIATION OF
MICHIGAN, BARRY COUNTY COMMAND OFFICERS
ASSOCIATION (“Union”)

BY:

BY:

David W. Jackson, Chair Date
Barry County Board of Commissioners

Date

Dar Leaf, Sheriff of Barry County Date

Date

Date

Sergeant and Sergeant Detective	2% <u>2021</u>	2.25% <u>2022</u>	5% <u>2023</u>	5.25% <u>2024</u>	3% <u>2025</u>
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All classifications, 2%	31.02				
Start		31.57	33.15	34.89	35.94
1-year		31.71	33.30	35.05	36.10
2-year		31.85	33.44	35.20	36.26
3-year		31.99	33.59	35.35	36.41

Effective 1/1/22, all sergeants, employed on the date of ratification of this agreement, shall receive the hourly salary at the 3-year step.

Lieutenant	2% <u>2021</u>	2.25% <u>2022</u>	5% <u>2023</u>	5.25% <u>2024</u>	3% <u>2025</u>
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All classifications, 2%	32.42				
Start		33.27	34.93	36.76	37.87
1-year		33.43	35.10	36.94	38.05
2-year		33.59	35.27	37.12	38.23
3-year		33.75	35.44	37.29	38.41

**LETTER OF AGREEMENT (“LOA”)
BETWEEN
COUNTY OF BARRY (“Employer”)
AND
POLICE OFFICERS LABOR COUNCIL,
DEPUTY SHERIFF UNIT (“Union”)**

WHEREAS, the parties are signatories to a Collective Bargaining Agreement) with a term of January 1, 2021, through December 31, 2025 (the “CBA”); and

WHEREAS, on May 9, 2023, the Employer approved a motion to authorize an increase in the Agreement’s pay scales effective with the first full payroll in June of 2023, and for the CBA 2024 and 2025 contract years; and

WHEREAS, the Union is agreeable to the pay scale increases as authorized by the County Board.

NOW, THEREFORE, the parties agree as follows:

1. The Employer will increase the 2023 pay scales as set forth in the attached Amended Appendix A to the CBA effective the first full payroll in June of 2023, being effective from June 3, 2023, and to the CBA 2024 and 2025 contract year pay scales for the balance of the Agreement as reflected in the Amended Appendix A pay scales. If the parties have not ratified this LOA prior to June 3, 2023, the 2023 pay scale increase will be effective the first full payroll following ratification by both parties.
2. All other terms and conditions specified in the parties' CBA shall remain in full force and effect for the duration of that agreement.
3. It is expressly understood that this LOA will be without precedent or prejudice for any future circumstances.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to the above and execute this LOA.

EMPLOYER:
COUNTY OF BARRY

UNION:
POLICE OFFICERS LABOR COUNCIL,
DEPUTY SHERIFF UNIT

BY:

BY:

David W. Jackson, Chair Date
Barry County Board of Commissioners

Date

Dar Leaf, Sheriff of Barry County Date

Date

Date

Deputies

	2% <u>2021</u>	2.25% <u>2022</u>	5% <u>2023</u>	5.25% <u>2024</u>	3% <u>2025</u>
5 year	27.69	28.31	29.73	31.29	32.23
4 year	27.24	27.85	29.24	30.78	31.70
3 year	26.58	27.18	28.54	30.04	30.94
2 year	25.28	25.85	27.14	28.56	29.42
1 year	24.53	25.08	26.33	27.71	28.54
Hire	21.96	22.45	23.57	24.81	25.55

ChkEdPst
04/17/23 8:23AM

Check Edit List
BARRY COUNTY

Page: 26

Document Totals by Fund

<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Net</u>
101 General	76,017.92	365.17	75,652.75
215 Friend of the Court	824.16	0.00	824.16
227 Animal Shelter TNR	3,222.00	0.00	3,222.00
261 Indigent Defense	23,748.02	0.00	23,748.02
269 Law Library	2,549.81	0.00	2,549.81
637 Data Processing	5,191.43	0.00	5,191.43
661 Vehicle	12,476.15	0.00	12,476.15
 Grand Total:	 <u>124,029.49</u>	 <u>365.17</u>	 <u>123,664.32</u>

BARRY COUNTY CI S LIST
COMMISSION MEETING OF 04/25/2023

Account	Vendor	Description	Invoice	Amount	PO Num
101-140	TRIAL COURT CRIMINAL & CIVIL				
727-000	ODP	CRIMINAL/CIVIL/SUPPLIES	304874175001	2.59	
727-000	ODP	CRIMIANL/CIVIL/SUPPLIES	304874174001	51.16	
727-000	ODP	CRIMAINAL/CIVIL/SUPPLIES	304873296001	23.97	
806-020	HERSKOVIC ATTY, DAVID	CRIMINAL/CIVIL/APPEAL/C. MEAD	22-352-FC	1,251.34	
806-020	WOLFE LAW PLLC	CRIMINAL/CIVIL/J. HOP/APPEAL ATTY	20-190-FH	322.88	
Sub Total 101-140 TRIAL COURT CRIMINAL & CIVIL				1,651.94	
101-148	TRIAL COURT FAMILY DIV.				
727-000	EBCO COMPANY, THE	FAMILY COURT/OFFICE SUPPLIES	023073	19.00	
729-000	APPLE STREET LAW OFFICE PLC	FAMILY COURT/POSTAGE	0002007043	15.26	
729-000	PELON, DAVE	FAMILY COURT/POSTAGE REMIBURS	0002007035	48.25	
806-000	POULSON BARRY, POULSON & ASSOC PLLC	FAMILY COURT/LEGAL FEES	0020012521	212.50	
806-000	STORRS, STEVEN G.	FAMILY COURT/LEGAL FEES	0002007041	102.00	
806-000	STORRS, STEVEN G.	FAMILY COURT/LEGAL FEES	0020012526	68.00	
806-000	APPLE STREET LAW OFFICE PLC	FAMILY COURT/LEGAL FEES	0020012527	2,116.50	
806-000	APPLE STREET LAW OFFICE PLC	FAMILY COURT/LEGAL FEES	0002007042	68.00	
806-000	BAKER, JACKIE	FAMILY COURT/LEGAL FEES	0002007036	110.50	
806-000	BAKER, JACKIE	FAMILY COURT/LEGAL FEES	0020012522	833.00	
806-000	BYINGTON, ROBERT L.	FAMILY COURT/LEGAL FEES	0020012524	3,791.00	
806-000	BYINGTON, ROBERT L.	FAMILY COURT/LEGAL FEES	0020012525	586.50	
806-000	BYINGTON, ROBERT L.	FAMILY COURT/LEGAL FEES	0002007039	1,513.00	
806-000	KINNEY, JAMES M ATTY	FAMILY COURT/LEGAL FEES	0020012523	986.00	
806-000	KINNEY, JAMES M ATTY	FAMILY COURT/LEGAL FEES	0002007037	620.50	
806-000	MCNEILL, GORDON S.	FAMILY COURT/LEGAL FEES	0002007033	85.00	
816-000	ROOT, KELLY JEAN	FAMILY COURT/SERVICES	0002007045	112.19	
816-000	WEST PAYMENT CENTER	FAMILY COURT/SERVICES	848096590	205.17	
Sub Total 101-148 TRIAL COURT FAMILY DIV.				11,492.37	
101-175	ADMINISTRATION				
727-000	STAPLES	ADMIN/SUPPLIES	3535511939	51.20	
Sub Total 101-175 ADMINISTRATION				51.20	
101-191	ELECTIONS				
861-000	PALMER, PAM	CLERK/TRAVEL	5142	96.29	

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101-191	ELECTIONS	(Continued)			
936-000	ELECTION SOURCE	CLERK/PROGRAMMING/MAY 2023	23-899	2,450.00	
Sub Total 101-191 ELECTIONS				2,546.29	
101-215	CLERK				
727-000	GOVERNMENTAL PRODUCTS INC.	CLERK/MINUTE BOOK W/FILLER	4922	258.88	
Sub Total 101-215 CLERK				258.88	
101-225	EQUALIZATION				
861-000	PENNINGTON, SAMANTHA	EQUALIZATION/TRAVEL	5143	47.52	
957-000	MAED-MICHIGAN ASSOCIATION, OF EQUALIZ/	EQUALIZATION/CONFERENCE/MAED	2023MAED/CO	275.00	
Sub Total 101-225 EQUALIZATION				322.52	
101-229	PROSECUTOR				
727-000	QUILL CORPORATION	PROSECUTOR/OFFICE SUPPLIES	31208544	95.98	
727-000	QUILL CORPORATION	PROSECUTOR/OFFICE SUPPLIES	31256666	28.23	
982-000	WEST PAYMENT CENTER	PROSECUTOR/MI RULES X 5	1000134152	1,105.00	
Sub Total 101-229 PROSECUTOR				1,229.21	
101-236	REGISTER OF DEEDS				
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/OFFICE SUPPLIES	31504136	188.44	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/JOURNAL BOOK	31534337	48.99	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/ JOURNAL BOOK	31534538	43.99	
Sub Total 101-236 REGISTER OF DEEDS				281.42	
101-265	BUILDING & GROUNDS				
777-000	BEHRENS LIMITED LLC	BLDG & GROUNDS/VACUUM BAGS	2470	55.00	
931-000	ANYTHING PLUMBING ANYTIME	BLDG & GROUNDS/C&L NEW SEWAGE	00003555	2,442.00	
931-000	ANYTHING PLUMBING ANYTIME	BLDG & GROUNDS/ANNEX SEWER	00003564	330.00	
931-000	BARRY COUNTY LUMBER COMPANY	BLDG & GROUNDS/LUMBER	5132	261.58	
931-000	BARRY COUNTY LUMBER COMPANY	BLDG & GROUNDS/CEILING TILE	135147	415.36	
931-000	BURKEY SALES & SERVICE INC	BLDG & GROUNDS/PANELS/CLERK	7872	162.88	
931-000	HASTINGS ACE HARDWARE	BLDG & GROUNDS/MARCH	5134	902.61	
Sub Total 101-265 BUILDING & GROUNDS				4,569.43	

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101-266	HEALTH DEPT BUILDING				
931-000	MULLERS PAINT N PAPER	BLDG & GROUNDS/PAINT & SUPPLIES	65679	283.80	
Sub Total 101-266 HEALTH DEPT BUILDING				283.80	
101-275	DRAIN COMMISSIONER				
745-000	DULL, JAMES	DRAIN/FUEL/HARDWARE	3346	156.19	
Sub Total 101-275 DRAIN COMMISSIONER				156.19	
101-301	SHERIFF'S DEPARTMENT				
861-000	SPENCER, RICHELLE	JAIL/MEALS	5146	54.75	
861-000	HEALD, THOMAS	SHERIFF/MEALS/TRAVEL	5136	208.51	
Sub Total 101-301 SHERIFF'S DEPARTMENT				263.26	
101-351	JAIL				
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	226745880	2,110.67	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	226745886	589.32	
742-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	17812323	-91.73	
742-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	CK334923	-253.52	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9006699	219.30	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9092290	269.11	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9099279	160.57	
742-000	EDS BREADS	JAIL/BREAD	86332	111.06	
742-000	EDS BREADS	JAIL/BREAD	563842	144.02	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	226570157	1,749.25	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	789765264	329.56	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	764432137	86.77	
744-000	GALLS LLC	JAIL/SUPPLIES	023847004	168.53	
744-000	GALLS LLC	JAIL/SUPPLIES	023937865	87.92	
747-000	GORDON FOOD SERVICE, INC.	JAIL/SUPPLIES	226570163	175.58	
747-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	17789232	-19.92	
761-000	CINTAS	JAIL/MED KIT SUPPLIES	5153370089	53.91	
761-000	MCKESSON MEDICAL	JAIL/MED SUPPLIES	20520274	20.58	
761-000	MCKESSON MEDICAL	JAIL/MED SUPPLIES	20519802	29.39	
761-000	MCKESSON MEDICAL	JAIL/INMATE SUPPLIES	20502689	82.23	
777-000	MSI	JAIL/LAUNDRY SOAP	072794	914.25	
777-000	LANSING SANITARY SUPPLY INC	JAIL/SUPPLIES	1195038	1,023.16	

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101-351	JAIL	(Continued)			
777-000	CINTAS	JAIL/SUPPLIES	4150986371	185.16	
777-000	CINTAS	JAIL/SUPPLIES	4151754254	339.96	
777-000	GORDON FOOD SERVICE, INC.	JAIL/JANITOR	226570165	131.81	
809-000	STERICYCLE, INC.	JAIL/SERVICES	4011659362	182.54	
809-000	CINTAS	JAIL	9218185894	516.00	
835-000	CENTRAL MICHIGAN CORRECTIONAL, HEALTH	JAIL/DR/NURSES	137	3,266.16	
835-000	CENTRAL MICHIGAN CORRECTIONAL, HEALTH	JAIL/INS/DR/NURSES SERVICES	102NOV-MARC	8,940.15	
835-000	SPECTRUM HEALTH	JAIL/INMATES/A# 92812724330	23-111	26,372.96	
931-000	HASTINGS ACE HARDWARE	JAIL/MISC	10346/1	89.99	
931-000	HASTINGS ACE HARDWARE	JAIL/MISC	9994/1	2.76	
931-000	HASTINGS ACE HARDWARE	JAIL/MISC	10362/1	41.96	
957-000	SEWELL, HEIDI	JAIL/MEALS	23-10	43.17	
957-000	STEENSMA, THOMAS	JAIL/MEALS	23-107	125.30	
Sub Total 101-351 JAIL				48,197.93	
101-400	PLANNING				
861-000	MORGAN, CLYDE	PLANNING & ZONING/TRAVEL	02-2023	108.75	
861-000	MCMANUS, JAMES	PLANNING & ZONING/TRAVEL	03-2023	235.80	
933-000	MITTEN WASH LLC	PLANNING & ZONING/10 CARWASHES	15330	90.00	
Sub Total 101-400 PLANNING				434.55	
101-430	ANIMAL SHELTER				
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/SUPPLIES	9699/1	3.98	
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/SUPPLIES	9732/1	19.99	
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/SUPPLIES	9938/1	69.96	
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/SUPPLIES	10090/1	54.88	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/ALTERATIONS	23-1838	819.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/ALTERATIONS	23-1842	399.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/MEDS	23-1839	736.50	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/MEDS	23-1843	1,238.45	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/RABIES VAC	23-1837	163.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/RABIES VAC	23-1841	194.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/EUTHANASIA	23-1845	215.00	
Sub Total 101-430 ANIMAL SHELTER				3,913.76	

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Total 101 GENERAL FUND				75,652.75	
215-143	FRIEND OF THE COURT				
727-000	LINDENMEYR MUNROE	FOC/COPY PAPER	1791070	619.00	
816-000	WEST PAYMENT CENTER	FOC/SERVICES	848096590	205.16	
Sub Total 215-143 FRIEND OF THE COURT				824.16	
Total 215 FRIEND OF THE COURT FUND				824.16	
227-430	ANIMAL SHELTER				
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/TNR	23-1840	1,205.00	
835-000	BROADWAY VETERINARY	ANIMAL SHELTER/TNR	23-1844	2,017.00	
Sub Total 227-430 ANIMAL SHELTER				3,222.00	
Total 227 ANIMAL SHELTER TNR GRANT 2015				3,222.00	
261-150	PUBLIC DEFENDER				
727-000	KROUSE, ROBERTA	PUBLIC DEFENDER/OFFICE SUPPLIES	5140	112.52	
816-000	MCNEILL, GORDON S.	PUBLIC DEFENDER	5141	3,204.50	
816-000	KINNEY, JAMES M ATTY	PUBLIC DEFENDER	5139	3,425.50	
816-000	JONES-DWYER, CAROL	PUBLIC DEFENDER	5138	3,493.50	
816-000	HOEL, KRISTEN E.	PUBLIC DEFENDER	5137	3,561.50	
816-000	APPLE STREET LAW OFFICE PLC	PUBLIC DEFENDER/YOUNG	5130	3,298.00	
816-000	WOOLLEY LYONEL, THE WOOLLEY LAW FIRM	PUBLIC DEFENDER	5145	2,975.00	
816-000	RUSSELL, KATHRYN	PUBLIC DEFENDER	5144	3,527.50	
957-000	CRIMINAL DEFENSE ATTYS OF MICH	PUBLIC DEFENDER/ATTY TRAINING	5133	150.00	
Sub Total 261-150 PUBLIC DEFENDER				23,748.02	
Total 261 INDIGENT DEFENSE				23,748.02	
269-145	LAW LIBRARY				
982-000	WEST PAYMENT CENTER	LAW LIBRARY/SUBSCRIPTION	848090422	2,408.00	
982-000	WEST PAYMENT CENTER	LAW LIBRARY/PLAN	848171092	141.81	
Sub Total 269-145 LAW LIBRARY				2,549.81	
Total 269 LAW LIBRARY FUND				2,549.81	

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637-258	DATA PROCESSING				
732-020	ICC COMMUNITY DEVELOPMENT, SOLUTIONS	IT/LASERFICHE SW ASSURANCE PLAN	BA3008	4,775.00	
980-000	MOSS	IT/FIVE EXTENSION ONLY LICENSES	11017	416.43	
Sub Total 637-258 DATA PROCESSING				5,191.43	
Total 637 DATA PROCESSING FUND				5,191.43	
661-000	DEPT				
981-030	MARK'S BODY SHOP	VEHICLE/MIDDLEVILLE/EQUIPMENT	108461	4,162.05	
981-030	MARK'S BODY SHOP	VEHICLE/SHERIFF/EQUIPMENT	108460	8,314.10	
Sub Total 661-000 DEPT				12,476.15	
Total 661 VEHICLE FUND				12,476.15	
Grand Total				123,664.32	

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230697	4/17/2023	050544 ANYTHING PLUMBING ANYTIME	00003555 00003564		BLDG & GROUNDS/C&L NEW SEW/ BLDG & GROUNDS/ANNEX SEWER	2,442.00 330.00 Total : 2,772.00
230698	4/17/2023	022651 APPLE STREET LAW OFFICE PLC	0002007042 0002007043 0020012527 5130		FAMILY COURT/LEGAL FEES FAMILY COURT/POSTAGE FAMILY COURT/LEGAL FEES PUBLIC DEFENDER/YOUNG	68.00 15.26 2,116.50 3,298.00 Total : 5,497.76
230699	4/17/2023	048709 BAKER, JACKIE	0002007036 0020012522		FAMILY COURT/LEGAL FEES FAMILY COURT/LEGAL FEES	110.50 833.00 Total : 943.50
230700	4/17/2023	003400 BARRY COUNTY LUMBER COMPANY	135147 5132		BLDG & GROUNDS/CEILING TILE BLDG & GROUNDS/LUMBER	415.36 261.58 Total : 676.94
230701	4/17/2023	045777 BEHRENS LIMITED LLC	2470		BLDG & GROUNDS/VACUUM BAGS	55.00 Total : 55.00
230702	4/17/2023	005936 BROADWAY VETERINARY	23-1837 23-1838 23-1839 23-1840 23-1841 23-1842 23-1843 23-1844 23-1845		ANIMAL SHELTER/RABIES VAC ANIMAL SHELTER/ALTERATIONS ANIMAL SHELTER/MEDS ANIMAL SHELTER/TNR ANIMAL SHELTER/RABIES VAC ANIMAL SHELTER/ALTERATIONS ANIMAL SHELTER/MEDS ANIMAL SHELTER/TNR ANIMAL SHELTER/EUTHANASIA	163.00 819.00 736.50 1,205.00 194.00 399.00 1,238.45 2,017.00 215.00 Total : 6,986.95
230703	4/17/2023	006200 BURKEY SALES & SERVICE INC	7872		BLDG & GROUNDS/PANELS/CLERK	162.88 Total : 162.88
230704	4/17/2023	009700 BYINGTON, ROBERT L.	0002007039		FAMILY COURT/LEGAL FEES	1,513.00

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230704	4/17/2023	009700 BYINGTON, ROBERT L.	(Continued) 0020012524 0020012525		FAMILY COURT/LEGAL FEES FAMILY COURT/LEGAL FEES Total :	3,791.00 586.50 5,890.50
230705	4/17/2023	056209 CENTRAL MICHIGAN CORRECTIONAL, F	102NOV-MARCH 137		JAIL/INS/DR/NURSES SERVICES JAIL/DR/NURSES Total :	8,940.15 3,266.16 12,206.31
230706	4/17/2023	048180 CINTAS	4150986371 4151754254 5153370089 9218185894		JAIL/SUPPLIES JAIL/SUPPLIES JAIL/MED KIT SUPPLIES JAIL Total :	185.16 339.96 53.91 516.00 1,095.03
230707	4/17/2023	053675 CRIMINAL DEFENSE ATTYS OF MICH	5133		PUBLIC DEFENDER/ATTY TRAINING Total :	150.00 150.00
230708	4/17/2023	010720 DULL, JAMES	3346		DRAIN/FUEL/HARDWARE Total :	156.19 156.19
230709	4/17/2023	046899 EBCO COMPANY, THE	023073		FAMILY COURT/OFFICE SUPPLIES Total :	19.00 19.00
230710	4/17/2023	050532 EDS BREADS	563842 86332		JAIL/BREAD JAIL/BREAD Total :	144.02 111.06 255.08
230711	4/17/2023	053981 ELECTION SOURCE	23-899		CLERK/PROGRAMMING/MAY 2023 Total :	2,450.00 2,450.00
230712	4/17/2023	038926 GALLS LLC	023847004 023937865		JAIL/SUPPLIES JAIL/SUPPLIES Total :	168.53 87.92 256.45
230713	4/17/2023	014300 GORDON FOOD SERVICE, INC.	17789232 17812323 226570157		JAIL/CREDIT JAIL/CREDIT JAIL/FOOD	-19.92 -91.73 1,749.25

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230713	4/17/2023	014300 GORDON FOOD SERVICE, INC.	(Continued)			
			226570163		JAIL/SUPPLIES	175.58
			226570165		JAIL/JANITOR	131.81
			226745880		JAIL/FOOD	2,110.67
			226745886		JAIL/FOOD	589.32
			764432137		JAIL/FOOD	86.77
			789765264		JAIL/FOOD	329.56
			CK334923		JAIL/CREDIT	-253.52
					Total :	4,807.79
230714	4/17/2023	039978 GOVERNMENTAL PRODUCTS INC.	4922		CLERK/MINUTE BOOK W/FILLER	258.88
					Total :	258.88
230715	4/17/2023	034865 HASTINGS ACE HARDWARE	10090/1		ANIMAL SHELTER/SUPPLIES	54.88
			10346/1		JAIL/MISC	89.99
			10362/1		JAIL/MISC	41.96
			5134		BLDG & GROUNDS/MARCH	902.61
			9699/1		ANIMAL SHELTER/SUPPLIES	3.98
			9732/1		ANIMAL SHELTER/SUPPLIES	19.99
			9938/1		ANIMAL SHELTER/SUPPLIES	69.96
			9994/1		JAIL/MISC	2.76
					Total :	1,186.13
230716	4/17/2023	051566 HEALD, THOMAS	5136		SHERIFF/MEALS/TRAVEL	208.51
					Total :	208.51
230717	4/17/2023	055426 HERSKOVIC ATTY, DAVID	22-352-FC		CRIMINAL/CIVIL/APPEAL/C. MEAD	1,251.34
					Total :	1,251.34
230718	4/17/2023	041730 HOEL, KRISTEN E.	5137		PUBLIC DEFENDER	3,561.50
					Total :	3,561.50
230719	4/17/2023	055654 ICC COMMUNITY DEVELOPMENT, SOLU BA3008			IT/LASERFICHE SW ASSURANCE P	4,775.00
					Total :	4,775.00
230720	4/17/2023	019364 JONES-DWYER, CAROL	5138		PUBLIC DEFENDER	3,493.50
					Total :	3,493.50

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230721	4/17/2023	020711 KINNEY, JAMES M ATTY	0002007037		FAMILY COURT/LEGAL FEES	620.50
			0020012523		FAMILY COURT/LEGAL FEES	986.00
			5139		PUBLIC DEFENDER	3,425.50
					Total :	5,032.00
230722	4/17/2023	053368 KROUSE, ROBERTA	5140		PUBLIC DEFENDER/OFFICE SUPPL	112.52
					Total :	112.52
230723	4/17/2023	021007 LANSING SANITARY SUPPLY INC	1195038		JAIL/SUPPLIES	1,023.16
					Total :	1,023.16
230724	4/17/2023	056463 LINDENMEYR MUNROE	1791070		FOC/COPY PAPER	619.00
					Total :	619.00
230725	4/17/2023	055872 MAED-MICHIGAN ASSOCIATION, OF EQ	2023MAED/CONF		EQUALIZATION/CONFERENCE/MAE	275.00
					Total :	275.00
230726	4/17/2023	041667 MARK'S BODY SHOP	108460		VEHICLE/SHERIFF/EQUIPMENT	8,314.10
			108461		VEHICLE/MIDDLEVILLE/EQUIPMEN	4,162.05
					Total :	12,476.15
230727	4/17/2023	053673 MCKESSON MEDICAL	20502689		JAIL/INMATE SUPPLIES	82.23
			20519802		JAIL/MED SUPPLIES	29.39
			20520274		JAIL/MED SUPPLIES	20.58
					Total :	132.20
230728	4/17/2023	022675 MCMANUS, JAMES	03-2023		PLANNING & ZONING/TRAVEL	235.80
					Total :	235.80
230729	4/17/2023	053248 MCNEILL, GORDON S.	0002007033		FAMILY COURT/LEGAL FEES	85.00
			5141		PUBLIC DEFENDER	3,204.50
					Total :	3,289.50
230730	4/17/2023	056623 MITTEN WASH LLC	15330		PLANNING & ZONING/10 CARWASH	90.00
					Total :	90.00
230731	4/17/2023	023831 MORGAN, CLYDE	02-2023		PLANNING & ZONING/TRAVEL	108.75

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230731	4/17/2023	023831 023831 MORGAN, CLYDE	(Continued)		Total :	108.75
230732	4/17/2023	048515 MOSS	11017		IT/FIVE EXTENSION ONLY LICENSE	416.43
					Total :	416.43
230733	4/17/2023	051128 MSI	072794		JAIL/LAUNDRY SOAP	914.25
					Total :	914.25
230734	4/17/2023	023952 MULLERS PAINT N PAPER	65679		BLDG & GROUNDS/PAINT & SUPPL	283.80
					Total :	283.80
230735	4/17/2023	055875 ODP	304873296001		CRIMAINAL/CIVIL/SUPPLIES	23.97
			304874174001		CRIMIANL/CIVIL/SUPPLIES	51.16
			304874175001		CRIMINAL/CIVIL/SUPPLIES	2.59
					Total :	77.72
230736	4/17/2023	026446 PALMER, PAM	5142		CLERK/TRAVEL	96.29
					Total :	96.29
230737	4/17/2023	055492 PELON, DAVE	0002007035		FAMILY COURT/POSTAGE REMIBU	48.25
					Total :	48.25
230738	4/17/2023	056624 PENNINGTON, SAMANTHA	5143		EQUALIZATION/TRAVEL	47.52
					Total :	47.52
230739	4/17/2023	055825 POULSON BARRY, POULSON & ASSOC	0020012521		FAMILY COURT/LEGAL FEES	212.50
					Total :	212.50
230740	4/17/2023	029500 PRAIRIE FARMS DAIRY	9006699		JAIL/MILK	219.30
			9092290		JAIL/MILK	269.11
			9099279		JAIL/MILK	160.57
					Total :	648.98
230741	4/17/2023	050882 QUILL CORP., C/O REGISTER OF DEEDS	31504136		REG. OF DEEDS/OFFICE SUPPLIES	188.44
			31534337		REG. OF DEEDS/JOURNAL BOOK	48.99
			31534538		REG. OF DEEDS/ JOURNAL BOOK	43.99
					Total :	281.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230742	4/17/2023	028400 QUILL CORPORATION	31208544		PROSECUTOR/OFFICE SUPPLIES	95.98
			31256666		PROSECUTOR/OFFICE SUPPLIES	28.23
					Total :	124.21
230743	4/17/2023	053443 ROOT, KELLY JEAN	0002007045		FAMILY COURT/SERVICES	112.19
					Total :	112.19
230744	4/17/2023	030123 RUSSELL, KATHRYN	5144		PUBLIC DEFENDER	3,527.50
					Total :	3,527.50
230745	4/17/2023	049041 SEWELL, HEIDI	23-10		JAIL/MEALS	43.17
					Total :	43.17
230746	4/17/2023	053246 SPECTRUM HEALTH	23-111		JAIL/INMATES/A# 92812724330	26,372.96
					Total :	26,372.96
230747	4/17/2023	031790 SPENCER, RICHELLE	5146		JAIL/MEALS	54.75
					Total :	54.75
230748	4/17/2023	053592 STAPLES	3535511939		ADMIN/SUPPLIES	51.20
					Total :	51.20
230749	4/17/2023	046009 STEENSMA, THOMAS	23-107		JAIL/MEALS	125.30
					Total :	125.30
230750	4/17/2023	045354 STERICYCLE, INC.	4011659362		JAIL/SERVICES	182.54
					Total :	182.54
230751	4/17/2023	050976 STORRS, STEVEN G.	0002007041		FAMILY COURT/LEGAL FEES	102.00
			0020012526		FAMILY COURT/LEGAL FEES	68.00
					Total :	170.00
230752	4/17/2023	036598 WEST PAYMENT CENTER	1000134152		PROSECUTOR/MI RULES X 5	1,105.00
			848090422		LAW LIBRARY/SUBSCRIPTION	2,408.00
			848096590		FAMILY COURT/SERVICES	410.33
			848171092		LAW LIBRARY/PLAN	141.81
					Total :	4,065.14

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230753	4/17/2023	055857 WOLFE LAW PLLC	20-190-FH		CRIMINAL/CIVIL/J. HOP/APPEAL AT	322.88
					Total :	322.88
230754	4/17/2023	054672 WOOLLEY LYONEL, THE WOOLLEY LAW 5145			PUBLIC DEFENDER	2,975.00
					Total :	2,975.00
58 Vouchers for bank code :	001				Bank total :	123,664.32
58 Vouchers in this report					Total vouchers :	123,664.32

5/9/2023				
		<u>PRE-PAID INVOICES</u>		
(First Meeting of the Month Only)				\$3,336,477.40
		<u>CLAIMS</u>		
				\$71,424.71
		<u>COMMISSIONER MILEAGE</u>		
				\$448.02

Prepaid Invoices

05/02/23		
From: Luella Dennison, Deputy County Administrator		
Re: April 2023 Prepaid Invoices		
	FUND #	AMOUNT
General Fund	101	\$ 93,962.77
Central Dispatch Fund	205	\$ 4,936.31
Charlton Park Fund	208	\$ 53,094.00
Friend of the Court Fund	215	\$ 3,099.04
Solid Waste Fund	228	\$ 8,459.73
Building Rehab Fund	248	\$ 12,278.80
Park & Recreation Fund	250	\$ 1,106.25
Agriculture Preservation Fund	252	\$ 131,643.22
Master Land Use Program Fund	253	\$ 3,007.14
Indigent Defense Fund	261	\$ 230.44
Commission on Aging Fund	275	\$ 46,968.88
CDBG Fund	276	\$ 6,223.32
Swift & Sure Sanctions Program Fund	281	\$ 2,420.62
56B Sobriety Court Fund	282	\$ 8,514.33
Community Corrections Fund	283	\$ 4,118.00
Adult Drug Court Fund	285	\$ 6,960.94
Michigan Justice Training Fund	287	\$ 1,000.00
Child Care Fund	292	\$ 915.80
Airport Fund	295	\$ 16,176.65
Thornapple Manor Fund	512	\$ 1,780,298.79
Transit Fund	588	\$ 9,909.37
Commissary Fund	595	\$ 5,742.49
Data Processing Fund	637	\$ 200.05
Telephone Fund	660	\$ 3,634.86
Vehicle Fund	661	\$ 120,961.90
Health Insurance Fund	677	\$ 150,527.25
Disability Fund	678	\$ 434.40
Life Insurance Fund	681	\$ 2,394.93
Dental/Optical Fund	683	\$ 9,637.99
Trust & Agency Fund	701	\$ 334,222.83
Drain Fund	801	\$ 445,016.60
Drain Maintenance Fund	804	\$ 68,278.89
Algonquin Lake Maintenance Fund	852	\$ 100.81
GRAND TOTAL		\$ 3,336,477.40

Document Totals by Fund

<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Net</u>
101 General	58,975.83	89.42	58,886.41
215 Friend of Court	430.98	0.00	430.98
260 Victims Service	1,363.74	0.00	1,363.74
287 Michigan Justice	845.00	0.00	845.00
517 Foreclosure	2,675.00	0.00	2,675.00
637 Data Processing	4,455.08	0.00	4,455.08
661 Vehicle	2,768.50	0.00	2,768.50
 Grand Total:	71,514.13	89.42	71,424.71

Account	Vendor	Description	Invoice	Amount	PO Num
101-101	COMMISSIONERS				
730-000	PRINTLINK, INC.	COMMISSIONERS/DIRECTORIES	312493	1,397.00	
Sub Total 101-101 COMMISSIONERS				1,397.00	
101-140	TRIAL COURT CRIMINAL & CIVIL				
727-000	ODP	CRIMINAL/CIVIL/SUPPLIES	305995923001	33.99	
727-000	ODP	CRIMIANL/CIVIL/SUPPLIES	305998116001	17.38	
806-020	UJLAKY ATTY, JOHN W	CRIMINAL/CIVIL/APPEAL/A. WIRTJES	21-81-FC	1,771.00	
806-020	BOSTIC, J. NICHOLAS	CRIMINAL/CIVIL/APPEAL/T. LEACH	21-708-FC	1,439.22	
806-020	COVELLO, CHARLES, ATTY	CRIMINAL/CIVIL/APPEAL/J. SNOWDEN	21-402FH	804.91	
861-000	DILJAK, EMMALEE	CRIMINAL/CIVIL/TRAVEL	5174	117.00	
861-000	FULLER, AUZZIE	CRIMINAL/CIVIL/TRAVEL	5176	81.20	
966-000	STATE OF MICHIGAN	CRIMINAL/CIVIL/CIRCUIT	005185	6,162.74	
966-000	STATE OF MICHIGAN	CRIMINAL/CIVIL/DISTRICT	005185	5,297.34	
966-000	STATE OF MICHIGAN	CRIMINAL/CIVIL/PROBATE	005185	3,911.62	
982-000	ICLE	LAW LIBRARY/CIVIL JURY INSTRUCT	787219	128.50	
Sub Total 101-140 TRIAL COURT CRIMINAL & CIVIL				19,764.90	
101-148	TRIAL COURT FAMILY DIV.				
727-000	OFFICE DEPOT	FAMILY COURT/OFFICE SUPPLIES	0002007052	46.51	
806-000	MCNEILL, GORDON S.	FAMILY COURT/LEGAL FEES	0002007053	339.00	
806-000	NICHOLS, NOVIA M.	FAMILY COURT/LEGAL FEES	0002007049	195.00	
806-000	JONES-DWYER, CAROL	FAMILY COURT/LEGAL FEES	0002007047	59.50	
806-000	HOEL, KRISTEN E.	FAMILY COURT/LEGAL FEES	0002007048	297.50	
806-000	HOEL, KRISTEN E.	FAMILY COUR/LEGAL FEES	0020012530	399.50	
806-000	WOOLLEY LYONEL, THE WOOLLEY LAW FIRM	FAMILY COURT/LEGAL FEES	0020012531	1,657.50	
806-000	RHOADES, MCKEE OR, FEKKES, STEPHANIE	FAMILY COURT/LEGAL FEES	0002007051	960.50	
806-000	RHOADES, MCKEE OR, FEKKES, STEPHANIE	FAMILY COURT/LEGAL FEES	0020012532	493.00	
982-000	WEST PAYMENT CENTER	FAMILY COURT/BOOKS	848150374	31.50	
Sub Total 101-148 TRIAL COURT FAMILY DIV.				4,479.51	
101-175	ADMINISTRATION				
957-000	MACAO, C/O DEREK MELOT	ADMIN/CONF. REG. M. BROWN	5181	75.00	
Sub Total 101-175 ADMINISTRATION				75.00	

Account	Vendor	Description	Invoice	Amount	PO Num
101-191	ELECTIONS				
730-000	SPECTRUM PRINTERS INC.	CLERK/BALLOTS FOR MAY ELECTON	74318	1,092.00	
Sub Total 101-191 ELECTIONS				1,092.00	
101-211	LEGAL COUNSEL				
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/MEAD V BARRY CO	352039	76.00	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/WILLIAMS/ELLSWO	352041	1,387.00	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/FOLEY/DOHERTY	352042	2,452.00	
806-100	COHL, STOKER, & TOSKEY, P.C.	PROFESSIONAL SERVICES MARCH	54441	148.00	
806-100	MIKA MEYERS PLC	LEGAL COUNSEL/GENERAL LEGAL	688868	532.00	
806-100	MIKA MEYERS PLC	LEGAL COUNSEL/LAND BANK AUTHOR	688869	76.00	
806-100	MIKA MEYERS PLC	LEGAL COUNSEL/ZUERCHER TECH	688870	722.00	
806-110	COHL, STOKER, & TOSKEY, P.C.	LEGAL COUNSEL/MARCH/SERVICES	54441	558.20	
Sub Total 101-211 LEGAL COUNSEL				5,951.20	
101-215	CLERK				
727-000	EBCO COMPANY, THE	CLERK/FOLDERS	23080	1,894.50	
727-000	STAPLES	CLERK/OFFICE SUPPLIES	8069914939	60.68	
727-000	STAPLES	CLERK/OFFICE SUPPLIES	8069969823	30.89	
Sub Total 101-215 CLERK				1,986.07	
101-225	EQUALIZATION				
727-000	PRINTLINK, INC.	EQUALIZATION/ENVELOPES	312736	87.41	
727-000	QUILL CORPORATION	EQUALIZATION/OFFICE SUPPLIES	31640559	18.28	
727-000	QUILL CORPORATION	EQUALIZATION/OFFICE SUPPLIES	31896191	18.88	
Sub Total 101-225 EQUALIZATION				124.57	
101-229	PROSECUTOR				
861-000	ELSWORTH, CHRISTOPHER	PROSECUTOR/TRAVEL	5175	52.40	
861-000	NAKFOOR PRATT, JULIE	PROSECUTOR/TRAVEL	5183	52.40	
Sub Total 101-229 PROSECUTOR				104.80	
101-236	REGISTER OF DEEDS				
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEED/OFFICE SUPPLIES	31696680	175.98	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/TONER	31951791	136.83	

Account	Vendor	Description	Invoice	Amount	PO Num
101-236	REGISTER OF DEEDS	(Continued)			
861-000	HURLESS, BARB	REG. OF DEEDS/TRAVEL	5180	63.93	
Sub Total 101-236 REGISTER OF DEEDS				376.74	
101-265	BUILDING & GROUNDS				
777-000	ONE WAY PRODUCTS	BLDG & GROUNDS/SUPPLIES	770295	215.29	
931-000	GRAINGER	BLDG & GROUNDS/FIRST AID KIT SUPP	9673419884	27.32	
931-000	GRAINGER	BLDG & GROUNDS/FIRST AID SUPPLIE	9673419892	88.46	
931-000	GRAINGER	BLDG & GROUNDS/AED PADS/BATTE	9671434075	715.76	
Sub Total 101-265 BUILDING & GROUNDS				1,046.83	
101-275	DRAIN COMMISSIONER				
727-000	STAPLES	DRAIN/PAPER/PENS/PENCILS	8069896476	21.20	
Sub Total 101-275 DRAIN COMMISSIONER				21.20	
101-299	MISCELLANEOUS				
960-000	USIC LOCATING SERVICES LLC	MISC./SERVICES/SEWER LINES	577976	587.49	
Sub Total 101-299 MISCELLANEOUS				587.49	
101-301	SHERIFF'S DEPARTMENT				
744-000	NYE UNIFORM CO	SHERIFF/BELTS & BELT KEEPERS	04-851170-23	446.50	
744-000	CMP DISTRIBUTORS INC.	SHERIFF/SMALL MOLLE LOK W/HARD	74186	24.75	
744-000	NYE UNIFORM CO	SHERIFF/COOPER, JT/PANTS	04-845087-23	126.84	
744-000	NYE UNIFORM CO	SHERIFF/NOTEBOOM/UNIFORMS	04-822938-23	194.85	
744-000	NYE UNIFORM CO	SHERIFF/ARNOLD/UNIFORM	04-827316-23	59.50	
744-000	NYE UNIFORM CO	SHERIFF/HEALD/UNIFORMS	04-833981-23	146.00	
744-000	NYE UNIFORM CO	SHERIFF/BADGE - 3	04-831673-23	391.14	
813-000	BARRY CLEANERS	SHERIFF/UNIFORM CLEANING/PEARS	1431	86.80	
861-000	BERDECIA, ANGELA	SHERIFF/TRAVEL	141223	86.46	
933-000	FOX CHEVROLET	SHERIFF/SL-N-CAP - 6	205014891	39.72	
933-000	GOLDSWORTHY TOWING & RECOVERY	SHERIFF/PARTS/REPAIR	55644	567.09	
933-000	WILDER TIRE & AUTO LLC	SHERIFF/FRONT ALIGNMENT	23023	55.95	
933-000	WINDER POLICE EQUIPMENT	SHERIFF/SEAT RETRACTOR	23060	119.99	
933-000	WINDER POLICE EQUIPMENT	SHERIFF/GUN LOCK TIMER/SWITCH	230597	195.50	
933-000	HASTINGS AUTO SUPPLY	SHERIFF/PARTS	125728	1,261.67	
933-000	KIMBALL MIDWEST	SHERIFF/DECAL ERASER WHEEL	581262CX	98.84	

Account	Vendor	Description	Invoice	Amount	PO Num
101-301	SHERIFF'S DEPARTMENT	(Continued)			
933-000	KIMBALL MIDWEST	SHERIFF/SHEILD RETAINER CLIP	581202CX	17.00	
933-000	KIMBALL MIDWEST	SHERIFF/DUST RESPIRATOR	581232CX	52.59	
957-000	HEALD, THOMAS	SHERIFF/TRAVE/MEALS	5179	222.01	
957-000	HARTWELL, CHERYL	SHERIFF/TRAVEL	5178	308.00	
957-000	SHIELD LEADERSHIP INSTITUTE	SHERIFF/TRAINING/HEALD/SPENCER	2023004	2,790.00	
957-000	BLUNDELL, ALIZAH	SHERIFF/TRAVEL	4523	55.02	
Sub Total 101-301 SHERIFF'S DEPARTMENT				7,346.22	
101-334	COURT SECURITY				
813-000	RHODES, WILLIAMS	COURT SECURITY/DRY CLEANING	108768	17.70	
813-000	GRESS, RAYMOND	COURT SCREENER/DRY CLEAN JACKIE	3269	17.70	
Sub Total 101-334 COURT SECURITY				35.40	
101-351	JAIL				
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	226920449	165.02	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	226920455	2,744.00	
742-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	17872855	-9.13	
742-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	17872854	-48.44	
742-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	17874182	-31.85	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9014617	220.00	
742-000	EDS BREADS	JAIL/BREAD	865511	104.97	
744-000	GALLS LLC	JAIL/DEFENSE SPRAY	024021711	205.64	
744-000	NYE UNIFORM CO	JAIL/HUVER	04-843716-23	129.43	
747-000	GORDON FOOD SERVICE, INC.	JAIL/SUPPLIES	226920451	44.27	
777-000	GORDON FOOD SERVICE, INC.	JAIL/JANITORF	226920462	20.19	
777-000	CINTAS	JAIL/MISC.	4152378843	185.16	
835-000	CENTRAL MICHIGAN CORRECTIONAL, HEALTH	JAIL/DR./NURSE SERVICES	140	6,136.99	
835-000	CHERRY HEALTH	JAIL/BOWERS T.	230291	20.00	
835-000	LANSING MERCY AMBULANCE	JAIL/BAKER P	23-2244	814.50	
931-000	B & V MECHANICAL INC	JAIL/RESTORE GAS UTILITIES	95313	560.00	
931-000	B & V MECHANICAL INC	JAIL/GARAGE SINK ISSUES	95295	701.67	
931-000	B & V MECHANICAL INC	JAIL/DRAINS BACKED UP	95247	292.50	
957-000	SEWELL, HEIDI	JAIL/MEALS	23-134	77.68	
Sub Total 101-351 JAIL				12,332.60	

Account	Vendor	Description	Invoice	Amount	PO Num
101-400	PLANNING				
861-000	SNOW, JOYCE	PLANNING & ZONING/TRAVEL	06-2023	56.33	
861-000	MINER, JACK	PLANNING & ZONING/TRAVEL	04-2023	28.82	
861-000	MORGAN, CLYDE	PLANNING & ZONING/TRAVEL	05-2023	61.57	
Sub Total 101-400 PLANNING				146.72	
101-430	ANIMAL SHELTER				
748-000	LANSING SANITARY SUPPLY INC	ANIMAL SHELTER/4/1 FULLSAN	1195848	145.16	
835-000	BULL CREEK VET	ANIMAL SHELTER/SPAY/CHEYENNE	163760	373.00	
Sub Total 101-430 ANIMAL SHELTER				518.16	
101-681	VETERANS BURIAL				
833-000	GIRRBACH FUNERAL HOME	VET BURIAL/SHARP	5177	300.00	
833-000	DANIELS FUNERAL HASTINGS	VET BURIAL/LINDSEY/BOLO	5173	600.00	
833-000	WILLIAMS-GORES FUNERAL HOME	VET BURIAL/HAYWARD	005186	300.00	
833-000	MEMORIAL ALTERNATIVES BURIAL	VET BURIAL/HYSELL	5182	300.00	
Sub Total 101-681 VETERANS BURIAL				1,500.00	
Total 101 GENERAL FUND				58,886.41	
215-143	FRIEND OF THE COURT				
809-000	QUILL CORPORATION, FRIEND OF COURT	FOC/OFFICE SUPPLIES	31667735	280.98	
957-000	SOUTHWEST MICHIGAN FAMILY, SUPPORT C	FOC/SOUTHWEST MFSC MEETING	005184	150.00	
Sub Total 215-143 FRIEND OF THE COURT				430.98	
Total 215 FRIEND OF THE COURT FUND				430.98	
260-301	SHERIFF'S DEPARTMENT				
745-000	SMITH, FAITH	VICTIM SERVICES/TRAVEL	50598	229.25	
745-000	BARNETT, LINDA	VICTIM SERVICES/TRAVEL	99752	229.25	
745-000	HAIRE-DEWITT, JENNIFER	VICTIM SERVICES/TRAVEL	50072	229.25	
957-000	HAIRE-DEWITT, JENNIFER	VICTIM SERVICES/TRAINING	50072	109.89	
957-000	HULL, MARTY	VICTIMS SERVICES/TRAINING	99906	188.70	
957-000	BARNETT, LINDA	TRAINING	99752	188.70	
957-000	SMITH, FAITH	TRAINING	50598	188.70	

Account	Vendor	Description	Invoice	Amount	PO Num
Sub Total 260-301 SHERIFF'S DEPARTMENT				1,363.74	
Total 260 VICTIMS SERVICES UNIT FUND				1,363.74	
287-301	SHERIFF'S DEPARTMENT				
960-000	DEWOLF & ASSOCIATES LLC	JUSTICE TRAINING/FTO TRAINING	1948	845.00	
Sub Total 287-301 SHERIFF'S DEPARTMENT				845.00	
Total 287 MICHIGAN JUSTICE TRAINING FUND				845.00	
517-000	DEPT				
806-000	APPLE STREET LAW OFFICE PLC	TREASURER/TAX SALE/CUTSHAW	4989	2,618.00	
806-000	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	TREASURER/ESTATE/E. ROBBINS	352040	57.00	
Sub Total 517-000 DEPT				2,675.00	
Total 517 FORECLOSURE FUND				2,675.00	
637-258	DATA PROCESSING				
732-020	STATE OF MICHIGAN, DEPT OF MGMT & BUDG	DATA PROCESSING/DOC. SCANNING	RM23-086	3,462.93	
807-000	CDW GOVERNMENT, INC	IT/FORTICLIENT SUBSCRIPTION	HS69643	992.15	
Sub Total 637-258 DATA PROCESSING				4,455.08	
Total 637 DATA PROCESSING FUND				4,455.08	
661-000	DEPT				
981-030	DB DESIGN	VEHICLE FUND/MIDDLEVILLE/TAHOE	2643	922.50	
981-030	DB DESIGN	VEHICLE FUND/TAHOES (2)	2644	1,846.00	
Sub Total 661-000 DEPT				2,768.50	
Total 661 VEHICLE FUND				2,768.50	
Grand Total				71,424.71	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230955	4/28/2023	022651 APPLE STREET LAW OFFICE PLC	4989		TREASURER/TAX SALE/CUTSHAW	2,618.00
					Total :	2,618.00
230956	4/28/2023	002496 B & V MECHANICAL INC	95247		JAIL/DRAINS BACKED UP	292.50
			95295		JAIL/GARAGE SINK ISSUES	701.67
			95313		JAIL/RESTORE GAS UTILITIES	560.00
					Total :	1,554.17
230957	4/28/2023	048389 BARNETT, LINDA	99752		VICTIM SERVICES/TRAVEL	417.95
					Total :	417.95
230958	4/28/2023	041733 BARRY CLEANERS	1431		SHERIFF/UNIFORM CLEANING/PEA	86.80
					Total :	86.80
230959	4/28/2023	055507 BERDECIA, ANGELA	141223		SHERIFF/TRAVEL	86.46
					Total :	86.46
230960	4/28/2023	055506 BLUNDELL, ALIZAH	4523		SHERIFF/TRAVEL	55.02
					Total :	55.02
230961	4/28/2023	049735 BOSTIC, J. NICHOLAS	21-708-FC		CRIMINAL/CIVIL/APPEAL/T. LEACH	1,439.22
					Total :	1,439.22
230962	4/28/2023	043504 BULL CREEK VET	163760		ANIMAL SHELTER/SPAY/CHEYENNE	373.00
					Total :	373.00
230963	4/28/2023	006533 CDW GOVERNMENT, INC	HS69643		IT/FORTICLIENT SUBSCRIPTION	992.15
					Total :	992.15
230964	4/28/2023	056209 CENTRAL MICHIGAN CORRECTIONAL, F-140			JAIL/DR./NURSE SERVICES	6,136.99
					Total :	6,136.99
230965	4/28/2023	052475 CHERRY HEALTH	230291		JAIL/BOWERS T.	20.00
					Total :	20.00
230966	4/28/2023	048180 CINTAS	4152378843		JAIL/MISC.	185.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230966	4/28/2023	048180 048180 CINTAS	(Continued)		Total :	185.16
230967	4/28/2023	039919 CMP DISTRIBUTORS INC.	74186		SHERIFF/SMALL MOLLE LOK W/HA	24.75
					Total :	24.75
230968	4/28/2023	007717 COHL, STOKER, & TOSKEY, P.C.	54441		LEGAL COUNSEL/MARCH/SERVICE	706.20
					Total :	706.20
230969	4/28/2023	044671 COVELLO, CHARLES, ATTY	21-402FH		CRIMINAL/CIVIL/APPEAL/J. SNOW	804.91
					Total :	804.91
230970	4/28/2023	048017 CUMMINGS, MCCLOREY, DAVIS &, ACHC	352039		LEGAL COUNSEL/MEAD V BARRY (	76.00
			352040		TREASURER/ESTATE/E. ROBBINS	57.00
			352041		LEGAL COUNSEL/WILLIAMS/ELLSV	1,387.00
			352042		LEGAL COUNSEL/FOLEY/DOHERTY	2,452.00
					Total :	3,972.00
230971	4/28/2023	055631 DANIELS FUNERAL HASTINGS	5173		VET BURIAL/LINDSEY/BOLO	600.00
					Total :	600.00
230972	4/28/2023	045238 DB DESIGN	2643		VEHICLE FUND/MIDDLEVILLE/TAHC	922.50
			2644		VEHICLE FUND/TAHOES (2)	1,846.00
					Total :	2,768.50
230973	4/28/2023	043821 DEWOLF & ASSOCIATES LLC	1948		JUSTICE TRAINING/FTO TRAINING	845.00
					Total :	845.00
230974	4/28/2023	056534 DILJAK, EMMALEE	5174		CRIMINAL/CIVIL/TRAVEL	117.00
					Total :	117.00
230975	4/28/2023	046899 EBCO COMPANY, THE	23080		CLERK/FOLDERS	1,894.50
					Total :	1,894.50
230976	4/28/2023	050532 EDS BREADS	865511		JAIL/BREAD	104.97
					Total :	104.97
230977	4/28/2023	042005 ELSWORTH, CHRISTOPHER	5175		PROSECUTOR/TRAVEL	52.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230977	4/28/2023	042005 042005 ELSWORTH, CHRISTOPHER	(Continued)			Total : 52.40
230978	4/28/2023	050360 FOX CHEVROLET	205014891		SHERIFF/SL-N-CAP - 6	39.72
						Total : 39.72
230979	4/28/2023	056633 FULLER, AUZZIE	5176		CRIMINAL/CIVIL/TRAVEL	81.20
						Total : 81.20
230980	4/28/2023	038926 GALLS LLC	024021711		JAIL/DEFENSE SPRAY	205.64
						Total : 205.64
230981	4/28/2023	013912 GIRRBACH FUNERAL HOME	5177		VET BURIAL/SHARP	300.00
						Total : 300.00
230982	4/28/2023	014002 GOLDSWORTHY TOWING & RECOVERY	55644		SHERIFF/PARTS/REPAIR	567.09
						Total : 567.09
230983	4/28/2023	014300 GORDON FOOD SERVICE, INC.	17872854		JAIL/CREDIT	-48.44
			17872855		JAIL/CREDIT	-9.13
			17874182		JAIL/CREDIT	-31.85
			226920449		JAIL/FOOD	165.02
			226920451		JAIL/SUPPLIES	44.27
			226920455		JAIL/FOOD	2,744.00
			226920462		JAIL/JANITORF	20.19
						Total : 2,884.06
230984	4/28/2023	054535 GRAINGER	9671434075		BLDG & GROUNDS/AED PADS/BAT	715.76
			9673419884		BLDG & GROUNDS/FIRST AID KIT S	27.32
			9673419892		BLDG & GROUNDS/FIRST AID SUPI	88.46
						Total : 831.54
230985	4/28/2023	056625 GRESS, RAYMOND	3269		COURT SCREENER/DRY CLEAN JA	17.70
						Total : 17.70
230986	4/28/2023	045788 HAIRE-DEWITT, JENNIFER	50072		VICTIM SERVICES/TRAVEL	339.14
						Total : 339.14
230987	4/28/2023	046544 HARTWELL, CHERYL	5178		SHERIFF/TRAVEL	308.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230987	4/28/2023	046544 046544 HARTWELL, CHERYL	(Continued)			
					Total :	308.00
230988	4/28/2023	024748 HASTINGS AUTO SUPPLY	125728		SHERIFF/PARTS	1,261.67
					Total :	1,261.67
230989	4/28/2023	051566 HEALD, THOMAS	5179		SHERIFF/TRAVE/MEALS	222.01
					Total :	222.01
230990	4/28/2023	041730 HOEL, KRISTEN E.	0002007048 0020012530		FAMILY COURT/LEGAL FEES	297.50
					FAMILY COUR/LEGAL FEES	399.50
					Total :	697.00
230991	4/28/2023	050058 HULL, MARTY	99906		VICTIMS SERVICES/TRAINING	188.70
					Total :	188.70
230992	4/28/2023	017680 HURLESS, BARB	5180		REG. OF DEEDS/TRAVEL	63.93
					Total :	63.93
230993	4/28/2023	018052 ICLE	787219		LAW LIBRARY/CIVIL JURY INSTRU	128.50
					Total :	128.50
230994	4/28/2023	019364 JONES-DWYER, CAROL	0002007047		FAMILY COURT/LEGAL FEES	59.50
					Total :	59.50
230995	4/28/2023	051301 KIMBALL MIDWEST	581202CX 581232CX 581262CX		SHERIFF/SHEILD RETAINER CLIP	17.00
					SHERIFF/DUST RESPIRATOR	52.59
					SHERIFF/DECAL ERASER WHEEL	98.84
					Total :	168.43
230996	4/28/2023	022820 LANSING MERCY AMBULANCE	23-2244		JAIL/BAKER P	814.50
					Total :	814.50
230997	4/28/2023	021007 LANSING SANITARY SUPPLY INC	1195848		ANIMAL SHELTER/4/1 FULLSAN	145.16
					Total :	145.16
230998	4/28/2023	022935 MACAO, C/O DEREK MELOT	5181		ADMIN/CONF. REG. M. BROWN	75.00
					Total :	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230999	4/28/2023	053248 MCNEILL, GORDON S.	0002007053		FAMILY COURT/LEGAL FEES	339.00
					Total :	339.00
231000	4/28/2023	056622 MEMORIAL ALTERNATIVES BURIAL	5182		VET BURIAL/HYSELL	300.00
					Total :	300.00
231001	4/28/2023	023575 MIKA MEYERS PLC	688868		LEGAL COUNSEL/GENERAL LEGAL	532.00
			688869		LEGAL COUNSEL/LAND BANK AUTI	76.00
			688870		LEGAL COUNSEL/ZUERCHER TECI	722.00
					Total :	1,330.00
231002	4/28/2023	041700 MINER, JACK	04-2023		PLANNING & ZONING/TRAVEL	28.82
					Total :	28.82
231003	4/28/2023	023831 MORGAN, CLYDE	05-2023		PLANNING & ZONING/TRAVEL	61.57
					Total :	61.57
231004	4/28/2023	047818 NAKFOOR PRATT, JULIE	5183		PROSECUTOR/TRAVEL	52.40
					Total :	52.40
231005	4/28/2023	053960 NICHOLS, NOVIA M.	0002007049		FAMILY COURT/LEGAL FEES	195.00
					Total :	195.00
231006	4/28/2023	025800 NYE UNIFORM CO	04-822938-23		SHERIFF/NOTEBOOK/UNIFORMS	194.85
			04-827316-23		SHERIFF/ARNOLD/UNIFORM	59.50
			04-831673-23		SHERIFF/BADGE - 3	391.14
			04-833981-23		SHERIFF/HEALD/UNIFORMS	146.00
			04-843716-23		JAIL/HUVER	129.43
			04-845087-23		SHERIFF/COOPER,JT/PANTS	126.84
			04-851170-23		SHERIFF/BELTS & BELT KEEPERS	446.50
					Total :	1,494.26
231007	4/28/2023	055875 ODP	305995923001		CRIMINAL/CIVIL/SUPPLIES	33.99
			305998116001		CRIMIANL/CIVIL/SUPPLIES	17.38
					Total :	51.37
231008	4/28/2023	046606 OFFICE DEPOT	0002007052		FAMILY COURT/OFFICE SUPPLIES	46.51

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231008	4/28/2023	046606 046606 OFFICE DEPOT	(Continued)		Total :	46.51
231009	4/28/2023	053076 ONE WAY PRODUCTS	770295		BLDG & GROUNDS/SUPPLIES	215.29
					Total :	215.29
231010	4/28/2023	029500 PRAIRIE FARMS DAIRY	9014617		JAIL/MILK	220.00
					Total :	220.00
231011	4/28/2023	045566 PRINTLINK, INC.	312493		COMMISSIONERS/DIRECTORIES	1,397.00
			312736		EQUALIZATION/ENVELOPES	87.41
					Total :	1,484.41
231012	4/28/2023	050882 QUILL CORP., C/O REGISTER OF DEEDS	31696680		REG. OF DEED/OFFICE SUPPLIES	175.98
			31951791		REG. OF DEEDS/TONER	136.83
					Total :	312.81
231013	4/28/2023	028400 QUILL CORPORATION	31640559		EQUALIZATION/OFFICE SUPPLIES	18.28
			31896191		EQUALIZATION/OFFICE SUPPLIES	18.88
					Total :	37.16
231014	4/28/2023	046219 QUILL CORPORATION, FRIEND OF COUI	31667735		FOC/OFFICE SUPPLIES	280.98
					Total :	280.98
231015	4/28/2023	055393 RHOADES, MCKEE OR, FEKKES, STEPH	0002007051		FAMILY COURT/LEGAL FEES	960.50
			0020012532		FAMILY COURT/LEGAL FEES	493.00
					Total :	1,453.50
231016	4/28/2023	055584 RHODES, WILLIAMS	108768		COURT SECURITY/DRY CLEANING	17.70
					Total :	17.70
231017	4/28/2023	049041 SEWELL, HEIDI	23-134		JAIL/MEALS	77.68
					Total :	77.68
231018	4/28/2023	056631 SHIELD LEADERSHIP INSTITUTE	2023004		SHERIFF/TRAINING/HEALD/SPENC	2,790.00
					Total :	2,790.00
231019	4/28/2023	048393 SMITH, FAITH	50598		VICTIM SERVICES/TRAVEL	417.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231019	4/28/2023	048393 048393 SMITH, FAITH	(Continued)		Total :	417.95
231020	4/28/2023	031553 SNOW, JOYCE	06-2023		PLANNING & ZONING/TRAVEL	56.33
					Total :	56.33
231021	4/28/2023	041267 SOUTHWEST MICHIGAN FAMILY, SUPPC	005184		FOC/SOUTHWEST MFSC MEETING	150.00
					Total :	150.00
231022	4/28/2023	054001 SPECTRUM PRINTERS INC.	74318		CLERK/BALLOTS FOR MAY ELECTC	1,092.00
					Total :	1,092.00
231023	4/28/2023	053592 STAPLES	8069896476 8069914939 8069969823		DRAIN/PAPER/PENS/PENCILS CLERK/OFFICE SUPPLIES CLERK/OFFICE SUPPLIES	21.20 60.68 30.89
					Total :	112.77
231024	4/28/2023	023513 STATE OF MICHIGAN	005185		CRIMINAL/CIVIL/PROBATE	15,371.70
					Total :	15,371.70
231025	4/28/2023	049734 STATE OF MICHIGAN, DEPT OF MGMT & RM23-086			DATA PROCESSING/DOC. SCANNIN	3,462.93
					Total :	3,462.93
231026	4/28/2023	056634 UJLAKY ATTY, JOHN W	21-81-FC		CRIMINAL/CIVIL/APPEAL/A. WIRTJE	1,771.00
					Total :	1,771.00
231027	4/28/2023	053985 USIC LOCATING SERVICES LLC	577976		MISC./SERVICES/SEWER LINES	587.49
					Total :	587.49
231028	4/28/2023	036598 WEST PAYMENT CENTER	848150374		FAMILY COURT/BOOKS	31.50
					Total :	31.50
231029	4/28/2023	040022 WILDER TIRE & AUTO LLC	23023		SHERIFF/FRONT ALIGNMENT	55.95
					Total :	55.95
231030	4/28/2023	037000 WILLIAMS-GORES FUNERAL HOME	005186		VET BURIAL/HAYWARD	300.00
					Total :	300.00
231031	4/28/2023	055630 WINDER POLICE EQUIPMENT	230597		SHERIFF/GUN LOCK TIMER/SWITC	195.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231031	4/28/2023	055630 WINDER POLICE EQUIPMENT	(Continued) 23060		SHERIFF/SEAT RETRACTOR	119.99
Total :						315.49
231032	4/28/2023	054672 WOOLLEY LYONEL, THE WOOLLEY LAW	0020012531		FAMILY COURT/LEGAL FEES	1,657.50
Total :						1,657.50
78 Vouchers for bank code : 001						Bank total : 71,424.71
78 Vouchers in this report						Total vouchers : 71,424.71

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: May 9, 2023, Board of Commissioners

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 easements between Barry County and Paul and Sue Wing and Thomas and Heather Wing for property located in Assyria Township and authorize the chair to sign.

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

Approval of the purchase agreement and conservation easements between Barry County and Paul and Sue Wing and Thomas and Heather Wing for property located in Assyria Township and authorize the chair to sign.

DESCRIPTION OF ACTION: On December 16, 2021 the Barry County Board of Commissioners authorized the Conservation Easement Board to submit the grant application of the Wing Farm Preservation Project to the Michigan Department of Agriculture for the Michigan Agricultural Preservation Grant Program. In February of 2022, that grant application was approved for funding. Barry County was awarded \$657,750.00 for the purchase of the development rights of the Wing Farm. During the last year 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.

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:

CONTACT PERSON WITH PHONE NUMBER: Emily Wilke 269-615-4572
Heather Wing 269-275-2351

AGRICULTURAL LAND EASEMENT PURCHASE AGREEMENT
(CASH – WING 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 Thomas J. Wing and Heather L. Wing, husband and wife, of 15335 Wing Rd., Bellevue MI 49021 and Paul T. Wing and Alma Sue Wing, Trustees of the Paul T. Wing and Alma Sue Wing Trust u/t/a dated May 30, 1996, of 14995 Wing Rd., Bellevue MI 49201 (collectively, “**Seller**”), upon the following terms and conditions:

1. **Description of Property.** The parties identified above as “Seller” individually and as land contract sellers and purchasers are collectively the owners of real property consisting of approximately 422.44 acres of land which consists of tax parcel nos. 08-01-036-020-00, 08-01-035-003-00, 08-01-026-002-00, 08-01-035-001-00, 08-01-022-022-00, 08-01-022-001-10 and part of 08-01-035-014-00, located in Assyria 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 Six Hundred Fifty-seven Thousand Seven Hundred Fifty Dollars (\$657,750.00). 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) The Seller parties agree that all proceeds shall be paid to Seller Thomas J. Wing and Heather L. Wing regardless of the differing ownership of the parcels comprising the Property.

(c) 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 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 thirty (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 the 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 by application of closing proceeds 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 Trust shall deliver a Certificate of Trust Existence and Authority at its expense satisfactory to the Title Company;

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

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

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

(g) 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

(h) 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 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:

Thomas & Heather Wing
15335 Wing Rd.
Bellevue MI 49201
and
Paul and Sue Wing
14995 Wing Rd.
Bellevue MI 49201

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: as to Parcels 1-4 and 6

BY: _____
Thomas J. Wing

Date: _____, 2023

BY: _____
Heather L. Wing

Date: _____, 2023

SELLER: as to Parcels 5 and 7

Paul T. Wing and Alma Sue Wing Trust u/t/a May 30,
1996

BY: _____
Paul T. Wing

Its: Trustee

Date: _____, 2023

BY: _____
Alma Sue Wing

Its: Trustee

Date: _____, 2023

EXHIBIT "A" TO PURCHASE AGREEMENT

LEGAL DESCRIPTION

Parcel 1

DESCRIPTION: 01-026-002-00

A parcel of land situated in the West 1/2 of the Southeast 1/4 of Section 26, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan, described as:

Beginning at the South 1/4 corner of Section 26, Town 1 North, Range 7 West; thence N00°28'47"W along said North and South 1/4 line of said Section 26 a distance of 2001.01 feet to the centerline of East Jones Road; thence Southeasterly 93.14 feet along the arc of a curve to the left with a radius of 2500.00 feet and a chord which bears S72°28'39"E, 93.13 feet; thence continuing along said centerline, S73°32'41"E, 922.13 feet; thence S75°24'23"E along said centerline, 376.17 feet to the East line of the West 1/2 of the Southeast 1/4 of Section 26; thence S00°39'58"E, 796.74 feet; thence S88°20'06"W along an existing fence and the extension thereof, 126.86 feet; thence S00°04'24"W, along an existing fence, 205.85 feet; thence N86°46'21"E along an existing fence and the extension thereof, 129.63 feet to said East line; thence S00°39'58"E along said East line, 614.20 feet to the South line of Section 26; thence S89°50'09"W along said South line, 1339.21 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 2

DESCRIPTION: 01-035-001-00

The Northwest 1/4 of the Northeast 1/4 of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at the North 1/4 corner of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence N89°50'09"E along the North line of said Section 35 a distance of 1339.21 feet to the East line of the Northwest 1/4 of the Northeast 1/4 of Section 35; thence S00°17'24"E along said East line, 1324.95 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of said Section; thence S89°54'37"W along said South line, 1335.48 feet to the North and South 1/4 line of said Section; thence N00°27'07"W along said 1/4 line, 1323.23 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 3

DESCRIPTION: 01-035-003-00

That part lying South of Huff Road, of the North 50 Acres of the East ½ of the Southeast ¼ of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; ALSO the Northwest ¼ of the Southeast ¼ of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at a point on the East line of Section 35, distant N00°24'29"W, 992.21 feet from the Southeast corner of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence S89°47'58"W along the South line of the North 50 acres, so called, of the East ½ of the Southeast ¼ of Section 35 to the West line of the East ½ of said Southeast ¼; thence N00°25'28"W along said West line, 331.60 feet to the South line of the Northwest ¼ of the Southeast ¼ of Section 35; thence S89°50'13"W along said South line, 1331.35 feet to the North and South ¼ line of Section 35; thence N00°26'25"W along said ¼ line, 1329.86 feet to the Center ¼ corner of Section 35; thence N89°59'07"E along the East and West ¼ line of said Section 35 a distance of 1331.75 feet to the East line of the Northwest ¼ of the Southeast ¼ of said Section; thence S00°25'28"E along said East line, 510.06 feet to the centerline of Huff Road; thence S89°35'57"E, along said centerline, 1054.13 feet; thence Southeast 293.81 feet along said centerline and the arc of a curve to the right with a radius of 525.00 feet and a chord which bears S73°34'01"E, 289.99 feet to the East line of said Section 35; thence S00°24'29"E along said East line, 1053.88 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 4

DESCRIPTION: 01-035-014-00

The Southeast 1/4 of the Northeast 1/4 and all of a certain parcel lying North of Huff Road in the Northeast 1/4 of the Southeast 1/4, Section 35, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at the East 1/4 corner of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence S00°24'29"E along the East line of said Section 35 a distance of 599.81 feet to the centerline of Huff Road; thence Northwest 293.89 feet along said centerline and the arc of a curve to the left with a radius of 525.00 feet and a chord which bears N73°34'01"W, 289.99 feet; thence continuing along said centerline, N89°59'07"W, 1054.13 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section; thence N00°25'28"W along said West line, 510.06 feet; thence N00°17'24"W along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section, 1324.95 feet to the North line of the Southeast 1/4 of the Northeast 1/4 of said Section; thence N89°54'37"E along said North line, 1335.48 feet to the East line of said Section; thence S00°07'43"E along said East line, 1326.69 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

DESCRIPTION: Area A to be excluded from Conservation Easement

A parcel of land in the Southeast 1/4 of the Northeast 1/4 of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan, described as:

Commencing at the East 1/4 corner of Section 35, Town 1 North, Range 7 West; thence S89°59'07"W along the East and West 1/4 line of said Section 35 a distance of 1331.75 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Section; thence N00°17'24"W along said West line, 225.00 feet to the point of beginning; thence N00°17'24"W along said West line 600.00 feet; thence N89°59'07"E, 850.00 feet; thence S00°17'24"E, 600.00 feet; thence S89°59'07"W, 850.00 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 5

DESCRIPTION: 01-022-001-10

Commencing 26 rods South of the North 1/4 post of Section 22, Town 1 North, Range 7 West, thence East 20 rods, thence South 134 rods to the East-West 1/4 line, thence West 20 rods, thence North 134 rods to the place of beginning, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at a point on the North and South 1/4 line of Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan, distant S00°38'08"E, 429.00 feet from the North 1/4 corner of said Section 22; thence N87°55'56"E, parallel with the North line of said Section, 341.85 feet to the East line of the West 1/2 of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section; thence S00°32'05"E along said East line, 2166.60 feet to the East and West 1/4 line of said Section; thence S89°43'07"W along said 1/4 line, 337.93 feet to the Center 1/4 corner of said Section 22; thence N00°38'08"W along the North and South 1/4 line of said Section 2155.96 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 6

DESCRIPTION: 01-036-020-00

The West ½ of the West ½ of the Southwest ¼ of the Northwest ¼ of Section 36, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at the West ¼ corner of Section 36, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence N00°07'43"W along the West line of said Section 36 a distance of 1326.69 feet to the North line of the Southwest ¼ of the Northwest ¼ of said Section; thence N89°33'05"E along said North line, 330.06 feet to the East line of the West ½ of the West ½ of the Southwest ¼ of the Northwest ¼ of Section 36; thence S00°09'22"E along said East line, 1327.42 feet to the East and West ¼ line of said Section; thence S89°40'42"W along said ¼ line, 330.78 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 7

DESCRIPTION: 01-022-022-00

The Northwest 1/4 of the Southeast 1/4 of Section 22, Town 1 North, Range 7 West; ALSO the North 40 acres of the Southwest 1/4 of Section 22, Town 1 North, Range 7 West; ALSO the Southeast 1/4 for the Northeast 1/4 of the Southwest 1/4 of Section 22, Town 1 North, Range 7 West, all in Assyria Township, Barry County, Michigan; ALSO the South 60 acres of the East 1/2 of the Northwest 1/4 of Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; ALSO Commencing at the West 1/4 post, thence North along centerline of Assyria Road - Highway M-66 672 feet, thence East 216 feet, thence North 433 feet, thence East 1104 feet; thence South 1320 feet to the East-West 1/4 line, thence West along said line 1320 feet to the place of beginning, Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; EXCEPT that portion deeded to the Michigan State Highway Commission for Highway M-66.

Being more particularly described as: Commencing at the West 1/4 corner of Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence N00°30'13"W along the West line of said Section 22 a distance of 672.00 feet; thence N89°43'48"E, 43.45 feet to the Easterly right-of-way of Highway M-66 and the point of beginning; thence N89°43'48"E, 172.55 feet; thence N00°30'13"W, 433.00 feet; thence N89°43'48"E parallel with the East and West 1/4 line of said Section, 1111.78 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section; thence N00°34'08"W, along said West line, 855.90 feet to the North line of the South 60 acres (so-called) of the East 1/2 of the Northwest 1/4 of said Section; thence S89°18'41"E along said North line, 1327.08 feet to the North and South 1/4 line of said Section 22; thence S00°38'08"E, 1938.72 feet to the Center 1/4 corner of said Section 22; thence N89°43'07"E along the East and West 1/4 line of said Section, 1351.74 feet to the East line of the Northwest 1/4 of the

Southeast 1/4 of said Section; thence S00°13'58"E along said East line, 1337.95 feet to the South line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence S89°36'02"W along said South line, 1342.84 feet; thence S89°56'06"W along the South line of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 665.60 feet to the West line of said Southeast 1/4; thence N00°34'03"W along said West line, 669.18 feet to the South line of the North 1/2 of the North 1/2 (so called North 40 acres) of the Southwest 1/4 of said Section; thence S89°49'57"W along said South line, 1925.81 feet to the Easterly right-of-way of Highway M-66; thence N00°09'41"W along said right-of-way, 182.50 feet; thence Northwesterly 548.98 feet along said right-of-way and the arc of a curve to the left with a radius of 19158.59 feet and a chord which bears N02°21'28"W, 548.96 feet; thence continuing along said right-of-way, N03°10'43"W, 123.56 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

DESCRIPTION: Area B to be excluded from conservation easement

Commencing at the West 1/4 corner of Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence N00°30'13"W along the West line of said Section 22 a distance of 672.00 feet; thence N89°43'48"E, 216.00 feet to the point of beginning; thence N00°30'13"W parallel with said West Section line, 433.00 feet to the North line of the South 1105.00 feet of the Northwest 1/4 of said Section 22; thence N89°43'48"E along said North line, 1111.78 feet to the East line of the West 1/2 of the Northwest 1/4 of Section 22; thence S00°34'08"E along said East line, 29.00 feet; thence S88°46'57"W, 1054.49 feet; thence S00°30'13"E parallel with the West line of said Section, 386.56 feet; thence S89°43'48"W, 57.40 feet to the point of beginning.

EXHIBIT “B” TO PURCHASE AGREEMENT
FORM OF EASEMENT

AGRICULTURAL CONSERVATION EASEMENT

State Easement No. 08-LR5028-123199

BY THIS AGRICULTURAL CONSERVATION EASEMENT, made this _____ day of _____, 2023, that **THOMAS J. WING AND HEATHER L. WING**, husband and wife, whose address is 15335 Wing Rd., Bellevue MI 49201 and **PAUL T. WING AND ALMA SUE WING**, Trustees of the Paul T. Wing and Alma Sue Wing Trust, u/ta/ dated May 30, 1996, whose address is 14995 Wing Rd., Bellevue MI 49201 (collectively, “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

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 seven separately deeded parcels owned by Grantor. 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 \$657,750.00 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 Parcels 5 and 7 in Section 22 as described in Exhibit A hereto into separate ownership from Parcels 1-4 and 6, but Parcels 5 and 7 shall remain together under the same ownership. The ownership of the remaining five parcels in Sections 26, 35 and 36 shall not be divided. Notwithstanding the permitted division of ownership of parcels in Section 22 from the other parcels, all parcels will remain fully 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 a Building Envelope not to exceed 3.9 acres on Parcel 7 (currently tax parcel 01-022-022-00) along M-66 centered on the farm lane if the total impervious surface area does 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 written 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 (i) Thomas J. Wing and Heather L. Wing as to Parcels 1, 2 and 3 as described in Exhibit A hereto; (ii) Thomas J. Wing as to Parcels 4 and 6; and (iii) Thomas J. Wing and Heather L. Wing, and Paul T. Wing and Alma Sue Wing, Trustees of the Paul T. Wing and Alma Sue Wing Trust u/a/d May 30, 1996 respectively land contract purchasers and sellers of Parcels 5 and 7, warrant that said Grantor has good title to the parcels identified, that Grantor has the right to convey this Easement as to said parcel; 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 with 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 Assyria Township

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

GRANTOR

As to parcels
1-4 and 6

As to parcels
5 & 7

Paul T. Wing and Alma Sue Wing Trust
u/t/a dated May 30, 1996

Thomas J. Wing

Paul T. Wing
Trustee

Heather L. Wing

Alma Sue Wing
Trustee

STATE OF MICHIGAN }
 }ss.
COUNTY OF _____ }

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared Thomas J. Wing, Heather L. Wing, husband and wife, and Paul T. Wing and Alma Sue Wing, Trustees of the Paul T. Wing and Alma Sue Wing Trust, u/t/a dated May 30, 1996, 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: _____

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

LOCAL GRANTEE
COUNTY OF BARRY

David Jackson, Chair
Barry County Board of Commissioners

STATE OF MICHIGAN }
 }ss.
COUNTY OF _____ }

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared David Jackson, Chair of the Barry County Board of Commissioners, to me known to be the same person who executed the foregoing Agricultural Conservation Easement, and acknowledged the same to be his own free act and deed.

_____, 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

Parcel 1

DESCRIPTION: 01-026-002-00

A parcel of land situated in the West 1/2 of the Southeast 1/4 of Section 26, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan, described as:

Beginning at the South 1/4 corner of Section 26, Town 1 North, Range 7 West; thence N00°28'47"W along said North and South 1/4 line of said Section 26 a distance of 2001.01 feet to the centerline of East Jones Road; thence Southeasterly 93.14 feet along the arc of a curve to the left with a radius of 2500.00 feet and a chord which bears S72°28'39"E, 93.13 feet; thence continuing along said centerline, S73°32'41"E, 922.13 feet; thence S75°24'23"E along said centerline, 376.17 feet to the East line of the West 1/2 of the Southeast 1/4 of Section 26; thence S00°39'58"E, 796.74 feet; thence S88°20'06"W along an existing fence and the extension thereof, 126.86 feet; thence S00°04'24"W, along an existing fence, 205.85 feet; thence N86°46'21"E along an existing fence and the extension thereof, 129.63 feet to said East line; thence S00°39'58"E along said East line, 614.20 feet to the South line of Section 26; thence S89°50'09"W along said South line, 1339.21 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 2

DESCRIPTION: 01-035-001-00

The Northwest 1/4 of the Northeast 1/4 of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at the North 1/4 corner of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence N89°50'09"E along the North line of said Section 35 a distance of 1339.21 feet to the East line of the Northwest 1/4 of the Northeast 1/4 of Section 35; thence S00°17'24"E along said East line, 1324.95 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of said Section; thence S89°54'37"W along said South line, 1335.48 feet to the North and South 1/4 line of said Section; thence N00°27'07"W along said 1/4 line, 1323.23 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 3

DESCRIPTION: 01-035-003-00

That part lying South of Huff Road, of the North 50 Acres of the East ½ of the Southeast ¼ of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; ALSO the Northwest ¼ of the Southeast ¼ of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at a point on the East line of Section 35, distant N00°24'29"W, 992.21 feet from the Southeast corner of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence S89°47'58"W along the South line of the North 50 acres, so called, of the East ½ of the Southeast ¼ of Section 35 to the West line of the East ½ of said Southeast ¼; thence N00°25'28"W along said West line, 331.60 feet to the South line of the Northwest ¼ of the Southeast ¼ of Section 35; thence S89°50'13"W along said South line, 1331.35 feet to the North and South ¼ line of Section 35; thence N00°26'25"W along said ¼ line, 1329.86 feet to the Center ¼ corner of Section 35; thence N89°59'07"E along the East and West ¼ line of said Section 35 a distance of 1331.75 feet to the East line of the Northwest ¼ of the Southeast ¼ of said Section; thence S00°25'28"E along said East line, 510.06 feet to the centerline of Huff Road; thence S89°35'57"E, along said centerline, 1054.13 feet; thence Southeast 293.81 feet along said centerline and the arc of a curve to the right with a radius of 525.00 feet and a chord which bears S73°34'01"E, 289.99 feet to the East line of said Section 35; thence S00°24'29"E along said East line, 1053.88 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 4

DESCRIPTION: 01-035-014-00

The Southeast 1/4 of the Northeast 1/4 and all of a certain parcel lying North of Huff Road in the Northeast 1/4 of the Southeast 1/4, Section 35, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at the East 1/4 corner of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence S00°24'29"E along the East line of said Section 35 a distance of 599.81 feet to the centerline of Huff Road; thence Northwest 293.89 feet along said centerline and the arc of a curve to the left with a radius of 525.00 feet and a chord which bears N73°34'01"W, 289.99 feet; thence continuing along said centerline, N89°59'07"W, 1054.13 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section; thence N00°25'28"W along said West line, 510.06 feet; thence N00°17'24"W along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section, 1324.95 feet to the North line of the Southeast 1/4 of the Northeast 1/4 of said Section; thence N89°54'37"E along said North line, 1335.48 feet to the East line of said Section; thence S00°07'43"E along said East line, 1326.69 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

DESCRIPTION: Area A to be excluded from Conservation Easement

A parcel of land in the Southeast 1/4 of the Northeast 1/4 of Section 35, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan, described as:

Commencing at the East 1/4 corner of Section 35, Town 1 North, Range 7 West; thence S89°59'07"W along the East and West 1/4 line of said Section 35 a distance of 1331.75 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Section; thence N00°17'24"W along said West line, 225.00 feet to the point of beginning; thence N00°17'24"W along said West line 600.00 feet; thence N89°59'07"E, 850.00 feet; thence S00°17'24"E, 600.00 feet; thence S89°59'07"W, 850.00 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 5

DESCRIPTION: 01-022-001-10

Commencing 26 rods South of the North 1/4 post of Section 22, Town 1 North, Range 7 West, thence East 20 rods, thence South 134 rods to the East-West 1/4 line, thence West 20 rods, thence North 134 rods to the place of beginning, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at a point on the North and South 1/4 line of Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan, distant S00°38'08"E, 429.00 feet from the North 1/4 corner of said Section 22; thence N87°55'56"E, parallel with the North line of said Section, 341.85 feet to the East line of the West 1/2 of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section; thence S00°32'05"E along said East line, 2166.60 feet to the East and West 1/4 line of said Section; thence S89°43'07"W along said 1/4 line, 337.93 feet to the Center 1/4 corner of said Section 22; thence N00°38'08"W along the North and South 1/4 line of said Section 2155.96 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 6

DESCRIPTION: 01-036-020-00

The West ½ of the West ½ of the Southwest ¼ of the Northwest ¼ of Section 36, Assyria Township, Barry County, Michigan.

Being more particularly described as: Beginning at the West ¼ corner of Section 36, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence N00°07'43"W along the West line of said Section 36 a distance of 1326.69 feet to the North line of the Southwest ¼ of the Northwest ¼ of said Section; thence N89°33'05"E along said North line, 330.06 feet to the East line of the West ½ of the West ½ of the Southwest ¼ of the Northwest ¼ of Section 36; thence S00°09'22"E along said East line, 1327.42 feet to the East and West ¼ line of said Section; thence S89°40'42"W along said ¼ line, 330.78 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Parcel 7

DESCRIPTION: 01-022-022-00

The Northwest 1/4 of the Southeast 1/4 of Section 22, Town 1 North, Range 7 West; ALSO the North 40 acres of the Southwest 1/4 of Section 22, Town 1 North, Range 7 West; ALSO the Southeast 1/4 for the Northeast 1/4 of the Southwest 1/4 of Section 22, Town 1 North, Range 7 West, all in Assyria Township, Barry County, Michigan; ALSO the South 60 acres of the East 1/2 of the Northwest 1/4 of Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; ALSO Commencing at the West 1/4 post, thence North along centerline of Assyria Road - Highway M-66 672 feet, thence East 216 feet, thence North 433 feet, thence East 1104 feet; thence South 1320 feet to the East-West 1/4 line, thence West along said line 1320 feet to the place of beginning, Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; EXCEPT that portion deeded to the Michigan State Highway Commission for Highway M-66.

Being more particularly described as: Commencing at the West 1/4 corner of Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence N00°30'13"W along the West line of said Section 22 a distance of 672.00 feet; thence N89°43'48"E, 43.45 feet to the Easterly right-of-way of Highway M-66 and the point of beginning; thence N89°43'48"E, 172.55 feet; thence N00°30'13"W, 433.00 feet; thence N89°43'48"E parallel with the East and West 1/4 line of said Section, 1111.78 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section; thence N00°34'08"W, along said West line, 855.90 feet to the North line of the South 60 acres (so-called) of the East 1/2 of the Northwest 1/4 of said Section; thence S89°18'41"E along said North line, 1327.08 feet to the North and South 1/4 line of said Section 22; thence S00°38'08"E, 1938.72 feet to the Center 1/4 corner of said Section 22; thence N89°43'07"E along the East and West 1/4 line of said Section, 1351.74 feet to the East line of the Northwest 1/4 of the

Southeast 1/4 of said Section; thence S00°13'58"E along said East line, 1337.95 feet to the South line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence S89°36'02"W along said South line, 1342.84 feet; thence S89°56'06"W along the South line of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 665.60 feet to the West line of said Southeast 1/4; thence N00°34'03"W along said West line, 669.18 feet to the South line of the North 1/2 of the North 1/2 (so called North 40 acres) of the Southwest 1/4 of said Section; thence S89°49'57"W along said South line, 1925.81 feet to the Easterly right-of-way of Highway M-66; thence N00°09'41"W along said right-of-way, 182.50 feet; thence Northwesterly 548.98 feet along said right-of-way and the arc of a curve to the left with a radius of 19158.59 feet and a chord which bears N02°21'28"W, 548.96 feet; thence continuing along said right-of-way, N03°10'43"W, 123.56 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

DESCRIPTION: Area B to be excluded from conservation easement

Commencing at the West 1/4 corner of Section 22, Town 1 North, Range 7 West, Assyria Township, Barry County, Michigan; thence N00°30'13"W along the West line of said Section 22 a distance of 672.00 feet; thence N89°43'48"E, 216.00 feet to the point of beginning; thence N00°30'13"W parallel with said West Section line, 433.00 feet to the North line of the South 1105.00 feet of the Northwest 1/4 of said Section 22; thence N89°43'48"E along said North line, 1111.78 feet to the East line of the West 1/2 of the Northwest 1/4 of Section 22; thence S00°34'08"E along said East line, 29.00 feet; thence S88°46'57"W, 1054.49 feet; thence S00°30'13"E parallel with the West line of said Section, 386.56 feet; thence S89°43'48"W, 57.40 feet to the point of beginning.

EXHIBIT B
Baseline Documentation Report

Barry County Conservation Easement Board

Special Meeting Agenda

April 19, 2023; 1:00 p.m.

Mezzanine Conference Room, 220 Court St., Hastings MI

Call to order:

Roll Call:

Limited Public Comment: Comments from the public are limited to three minutes.

Approval of Conservation Easements and Purchase Agreements for the Wing Preservation project, approval of closing documents for the Wing Preservation project, and approval to send documents to the Board of Commissioner for approval.

Limited Public Comment: Comments from the public are limited to three minutes.

Adjourn:

Next Meeting: May 4, 2023, at the Tyden Center,

Community Room, 121 Church St., Hastings, MI 5:00 pm

Minutes

Meeting called to order 1313

Roll Call: Wilke, Neil, Stoline, Campbell, Wing

Moved by Campbell second by Neil for the approval of Conservation Easements and Purchase Agreements for the Wing Preservation project, approval of closing documents for the Wing Preservation project, and approval to send documents to the Board of Commissioner for approval.

Ayes: Neil, Stoline, Campbell, Wilke

Abstained: Wing

Motion carried

Meeting Adjourned: 1324

Submitted by H. Wing

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: May 9, 2023, Board of Commissioners

DEPARTMENT: Barry County Conservation Easement Board

PREPARED BY: Heather Wing

SUBJECT: Approval of Closing Documents for the Wing Farm Preservation Project

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of the closing documents, and the disbursements of funds for the conservation easement and purchase agreement between Barry County and Paul and Sue Wing and Thomas and Heather Wing, for property located in Assyria Township and authorize the chair to sign.

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

Approval of the closing documents, and the disbursements of funds for the conservation easement and purchase agreement between Barry County and Paul and Sue Wing and Thomas and Heather Wing, for property located in Assyria Township and authorize the chair to sign.

DESCRIPTION OF ACTION: On December 16, 2021 the Barry County Board of Commissioners authorized the Conservation Easement Board to submit the grant application of the Wing Farm Preservation Project to the Michigan Department of Agriculture for the Michigan Agricultural Preservation Grant Program. In February of 2022, that grant application was approved for funding. Barry County was awarded \$657,750.00 for the purchase of the development rights of the Wing Farm. During the last year the farm has been appraised, surveyed, had a baseline report written and a title commitment completed. The Purchase agreement and the conservation easement having been approved by the Board of Commissioners leads to the signing of the closing documents and the disbursement of funds.

TIME FRAME OF ACTION: May 8, 2023

FUNDING REQUIRED: YES ☒ NO ☐

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) State Grant #210000001749.
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: \$657,750.00
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, Clerk's office staff

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: Chicago Title is located in Kalamazoo, Michigan. The documents will be sent to the county prior to the scheduled signing then returned to the title company. An agent of Chicago Title will not be present for the closing. See attached documents.

CONTACT PERSON WITH PHONE NUMBER: Emily Wilke 269-615-4572; Heather Wing 269-275-2351

**Chicago Title of Michigan, Inc.**

941 W. Milham Rd
Portage, MI 49024
Phone: (269)321-3055

Settlement Statement

Settlement Date: April 21, 2023
Order Number: 081191491CML
Escrow Officer: Corinne Hutchins
Buyer: County of Barry, a Michigan municipal corporation
220 W. State St.
Hastings, MI 49058
Seller: Thomas J. Wing and Heather L. Wing
15335 Wing Rd.
Bellevue, MI 49021
Paul T. Wing and Alma Sue Wing Trust u/t/a dated May 30, 1996
14995 Wing Rd.
Bellevue, MI 49021
Property: V/L Tasker Road-Land Locked, V/L South M-66 Highway, V/L Wing Road & Huff Road, 15335 Wing Road & V/L Wing Road
Bellevue, MI 49021 Tax/Map ID:

Seller			Buyer	
Debit	Credit		Debit	Credit
		Total Consideration		
	1,710,000.00	Appriased Value	1,710,000.00	
1,052,250.00		Seller Credit/Gift		1,052,250.00
		Funds Contribution State of Michigan (Purchase Price)		657,750.00
		Title/Escrow Charges		
800.00		Closing Fee to Chicago Title of Michigan, Inc.		
2,250.00		Owner's Policy Premium to Chicago Title of Michigan, Inc. Coverage: \$657,750.00 Version: ALTA Owner's Policy 2006		
35.00		Recording Handling Fee to Chicago Title of Michigan, Inc.		
		Recording Charges		
30.00		Recording Certificate of Trust to Barry County Register of Deeds		
30.00		Recording Conservation Easement to Barry County Register of Deeds		
60.00		Recording Subordination Agreement (2) to Barry County Register of Deeds		
213.00		Affidavit of Non-Production (6) to Barry County Register of Deeds		
723.80		City/County tax/stamps to Barry County Register of Deeds		
4,935.00		State tax/stamps to Barry County Register of Deeds		

Settlement Statement

Seller			Buyer	
Debit	Credit		Debit	Credit
5.00		Recording Charges (continued) Tax Certificate to Barry County Treasurer		
180.37		Additional Charges 2022 Delinquent Tax to Barry County Treasurer Parcel Number: 01-022-001-10		
2,521.23		2022 Delinquent Tax to Barry County Treasurer Parcel Number: 01-022-022-00		
1,064,033.40	1,710,000.00	Subtotals	1,710,000.00	1,710,000.00
645,966.60		Balance Due FROM Buyer		0.00
1,710,000.00	1,710,000.00	Balance Due TO Seller		
		Totals	1,710,000.00	1,710,000.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER

County of Barry, a Michigan municipal corporation, and the Michigan Department of Agriculture and Rural Development for and on behalf of the State of Michigan

BY: _____

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER

Thomas J. Wing

Heather L. Wing

Paul T. Wing and Alma Sue Wing Trust u/t/a dated May 30, 1996

BY: _____

Paul T. Wing
Trustee

BY: _____

Alma Sue Wing
Trustee

Barry County Conservation Easement Board

Special Meeting Agenda

April 19, 2023; 1:00 p.m.

Mezzanine Conference Room, 220 Court St., Hastings MI

Call to order:

Roll Call:

Limited Public Comment: Comments from the public are limited to three minutes.

Approval of Conservation Easements and Purchase Agreements for the Wing Preservation project, approval of closing documents for the Wing Preservation project, and approval to send documents to the Board of Commissioner for approval.

Limited Public Comment: Comments from the public are limited to three minutes.

Adjourn:

Next Meeting: May 4, 2023, at the Tyden Center,

Community Room, 121 Church St., Hastings, MI 5:00 pm

Minutes

Meeting called to order 1313

Roll Call: Wilke, Neil, Stoline, Campbell, Wing

Moved by Campbell second by Neil for the approval of Conservation Easements and Purchase Agreements for the Wing Preservation project, approval of closing documents for the Wing Preservation project, and approval to send documents to the Board of Commissioner for approval.

Ayes: Neil, Stoline, Campbell, Wilke

Abstained: Wing

Motion carried

Meeting Adjourned: 1324

Submitted by H. Wing

PROPOSED FOR MEETING OF: BOC, 5-9-23

DEPARTMENT: Board of Commissioners

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Increasing Pay Scales for 2023, 2024 & 2025 for General Fund Department Heads and Non-represented employees.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval of the attached pay scales for 2023, 2024, and 2025 for the General Fund Department Heads and Non-represented employees, increasing the wage scales each year, by an additional 3% for 2023, 3% for 2024 and 1% for 2025, effective June 3, 2023, and to increase the salary for the County Administrator for 2023 and 2024, in accordance with the pay scale increase for General Fund Department Heads in 2023 and 2024.

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

CONTACT PERSON WITH PHONE NUMBER:
Michael Brown, County Administrator, 269-945-1414.

GENERAL FUND NON-REPRESENTED AND DEPT. HEADS

General Fund Non-Rep Pay Scale:

1/1/2023						5%
						2080 hrs
Grade	Minimum	6 Months	1 Year	2 Years	3 Years	4 Years
1	27,889.68 13.41	28,501.20 13.70	29,112.72 14.00	30,488.64 14.66	31,886.40 15.33	33,371.52 16.04
2	30,030.00 14.44	30,772.56 14.79	31,471.44 15.13	32,912.88 15.82	34,419.84 16.55	36,101.52 17.36
3	32,345.04 15.55	33,218.64 15.97	33,895.68 16.30	35,468.16 17.05	37,149.84 17.86	38,897.04 18.70
4	34,987.68 16.82	35,795.76 17.21	36,625.68 17.61	38,329.20 18.43	40,098.24 19.28	41,976.48 20.18
5	37,477.44 18.02	38,351.04 18.44	39,268.32 18.88	41,102.88 19.76	43,046.64 20.70	45,034.08 21.65
6	40,120.08 19.29	41,037.36 19.73	41,998.32 20.19	43,963.92 21.14	46,038.72 22.13	48,157.20 23.15
7	42,762.72 20.56	43,789.20 21.05	44,750.16 21.51	46,846.80 22.52	49,074.48 23.59	51,345.84 24.69
8	46,060.56 22.14	47,152.56 22.67	48,222.72 23.18	50,472.24 24.27	52,852.80 25.41	55,342.56 26.61
9	49,707.84 23.90	50,843.52 24.44	52,001.04 25.00	54,425.28 26.17	56,915.04 27.36	59,514.00 28.61
10	53,639.04 25.79	54,862.08 26.38	56,128.80 26.99	58,749.60 28.25	62,091.12 29.85	64,296.96 30.91
11	57,723.12 27.75	59,099.04 28.41	60,431.28 29.05	63,270.48 30.42	66,153.36 31.80	69,254.64 33.30
12	62,178.48 29.89	63,641.76 30.60	65,061.36 31.28	68,075.28 32.73	71,307.60 34.28	74,539.92 35.84
13	67,310.88 32.36	68,905.20 33.13	70,499.52 33.89	73,928.40 35.54	77,204.40 37.12	80,851.68 38.87
14	72,443.28 34.83	74,124.96 35.64	77,204.40 37.12	79,322.88 38.14	83,035.68 39.92	86,923.20 41.79
15	77,925.12 37.46	79,737.84 38.34	83,057.52 39.93	85,328.88 41.02	89,325.60 42.95	93,497.04 44.95

GENERAL FUND NON-REPRESENTED AND DEPT. HEADS

General Fund Non-Rep Pay Scale:

1/1/2024						5%
2080 hrs						
Grade	Minimum	6 Months	1 Year	2 Years	3 Years	4 Years
1	29,287.44 14.08	29,920.80 14.39	30,576.00 14.70	32,017.44 15.39	33,480.72 16.10	35,031.36 16.84
2	31,536.96 15.16	32,301.36 15.53	33,043.92 15.89	34,550.88 16.61	36,145.20 17.38	37,914.24 18.23
3	33,961.20 16.33	34,878.48 16.77	35,599.20 17.12	37,237.20 17.90	39,006.24 18.75	40,840.80 19.64
4	36,734.88 17.66	37,586.64 18.07	38,460.24 18.49	40,251.12 19.35	42,107.52 20.24	44,073.12 21.19
5	39,355.68 18.92	40,272.96 19.36	41,233.92 19.82	43,155.84 20.75	45,208.80 21.74	47,283.60 22.73
6	42,129.36 20.25	43,090.32 20.72	44,094.96 21.20	46,169.76 22.20	48,331.92 23.24	50,559.60 24.31
7	44,903.04 21.59	45,973.20 22.10	46,977.84 22.59	49,183.68 23.65	51,520.56 24.77	53,922.96 25.92
8	48,353.76 23.25	49,511.28 23.80	50,625.12 24.34	53,005.68 25.48	55,495.44 26.68	58,116.24 27.94
9	52,197.60 25.10	53,376.96 25.66	54,600.00 26.25	57,155.28 27.48	59,754.24 28.73	62,484.24 30.04
10	56,325.36 27.08	57,613.92 27.70	58,946.16 28.34	61,698.00 29.66	65,192.40 31.34	67,507.44 32.46
11	60,606.00 29.14	62,047.44 29.83	63,445.20 30.50	66,437.28 31.94	69,451.20 33.39	72,727.20 34.97
12	65,279.76 31.38	66,830.40 32.13	68,315.52 32.84	71,482.32 34.37	74,867.52 35.99	78,274.56 37.63
13	70,674.24 33.98	72,355.92 34.79	74,015.76 35.58	77,619.36 37.32	81,070.08 38.98	84,892.08 40.81
14	76,068.72 36.57	77,837.76 37.42	81,070.08 38.98	83,297.76 40.05	87,185.28 41.92	91,269.36 43.88
15	81,812.64 39.33	83,734.56 40.26	87,207.12 41.93	89,587.68 43.07	93,802.80 45.10	98,170.80 47.20

GENERAL FUND NON-REPRESENTED AND DEPT. HEADS

General Fund Non-Rep Pay Scale:

1/1/2025						3%
2080 hrs						
Grade	Minimum	6 Months	1 Year	2 Years	3 Years	4 Years
1	30,164.99 14.50	30,829.14 14.82	31,493.28 15.14	32,971.54 15.85	35,162.40 16.91	36,078.02 17.35
2	32,478.78 15.61	33,271.47 16.00	34,042.74 16.37	35,585.26 17.11	37,234.91 17.90	39,055.95 18.78
3	34,985.39 16.82	35,928.05 17.27	36,677.89 17.63	38,348.96 18.44	40,170.00 19.31	42,076.74 20.23
4	37,834.78 18.19	38,713.17 18.61	39,612.98 19.04	41,455.44 19.93	43,362.18 20.85	45,397.46 21.83
5	40,534.21 19.49	41,476.86 19.94	42,462.37 20.41	44,454.80 21.37	46,575.78 22.39	48,696.75 23.41
6	43,383.60 20.86	44,390.53 21.34	45,418.88 21.84	47,561.28 22.87	49,789.38 23.94	52,081.74 25.04
7	46,254.42 22.24	47,347.04 22.76	48,396.82 23.27	50,667.76 24.36	53,067.25 25.51	55,531.01 26.70
8	49,810.80 23.95	50,989.12 24.51	52,146.02 25.07	54,588.35 26.24	57,159.23 27.48	59,858.66 28.78
9	53,774.24 25.85	54,973.98 26.43	56,238.00 27.04	58,873.15 28.30	61,551.15 29.59	64,357.70 30.94
10	58,016.19 27.89	59,344.48 28.53	60,715.62 29.19	63,543.58 30.55	67,142.82 32.28	69,542.30 33.43
11	62,429.54 30.01	63,907.79 30.72	65,343.20 31.42	68,428.26 32.90	71,534.74 34.39	74,919.73 36.02
12	67,228.51 32.32	68,835.31 33.09	70,356.42 33.83	73,634.29 35.40	77,104.98 37.07	80,618.51 38.76
13	72,798.75 35.00	74,534.10 35.83	76,226.59 36.65	79,954.37 38.44	85,653.15 41.18	87,431.34 42.03
14	78,347.57 37.67	80,168.61 38.54	83,510.75 40.15	85,803.12 41.25	89,809.41 43.18	94,008.51 45.20
15	84,260.59 40.51	86,253.02 41.47	89,830.83 43.19	92,273.17 44.36	96,622.24 46.45	101,121.28 48.62