

Please be advised that the Barry County Board of Commissioners has scheduled a Committee of the Whole meeting February 18, 2025 at 9:00 a.m. for the purpose of:

AGENDA for
Barry County Board of Commissioners - Committee of the Whole
February 18, 2025; 9:00 a.m., Commission Chambers
For more information go to: www.barrycounty.org

- 9:00 Pledge of Allegiance
- 9:05 Reports from State and County Officials
- 9:10 Public Comment (for items on the agenda)
- 9:10 Approval of February 4, 2025 Committee of the Whole Meeting Minutes
- 9:15 Jim Yarger – FY 24-25 Hazardous Materials Emergency Preparedness (HMEP) Grant
- 9:25 Heather Wing – Request for Out of State Travel Reimbursement to Attend ACEP-ALE Summit
- 9:35 Jeff Keesler -
 1. PA 116 Farmland Preservation Program Application for Miriam Raines
 2. PA 116 Farmland Preservation Program Application for Michael & Jeanette Pickard
- 9:45 Luella Dennison – Budget Amendment 25-A
- 9:55 Eric Zuzga –
 1. PACE Program
 2. Earned Sick Time Act
- Public Comment
- Commissioner Comment
- Adjournment

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

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

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



Barry County Board of Commissioners
Committee of the Whole
Meeting Minutes

February 4, 2025
Commission Chambers

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

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

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

Reports from State and County Officials: None

Public Comment:

Joel Ibbotson – Irving Township spoke in favor of the firm, Abonmarche Byce to complete the Jail Master Plan.

Rick Moore asked speakers and guests to speak up and use the microphones.

Approval of January 21, 2025 Committee of the Whole Meeting Minutes.

Moved by Hatfield and supported by Callton for the approval of the January 21, 2025 Committee of the Whole Meeting Minutes. All ayes. Motion carried.

Approval of January 23, 2025 Committee of the Whole Special Meeting Minutes.

Moved by Smelker and supported by Getty for the approval of the January 23, 2025 Committee of the Whole Special Meeting Minutes. All ayes. Motion carried.

Jim Yarger – Resolution for 2024 HGP and Intergovernmental Funding Agreement

Moved by Teunessen and supported by Smelker to recommend to the Board of Commissioners adoption of Resolution # 25-06, Resolution of Authorization for the 2024 Homeland Security Grant Program Intergovernmental Funding Agreement between the County of St. Joseph and the County of Barry, and approval to authorize the Chairman and Administrator to sign. All ayes. Motion carried.

Tammi Price – Dissolution of the Barry County Community Corrections Advisory Board

Moved by Bassett and supported by Smelker to recommend to the Board of Commissioners approval to dissolve the Barry County Community Corrections

Advisory Board (CCAB), as recommended by the Barry County CCAB. All ayes. Motion carried.

Rachel Frantz – By-Laws for Materials Management Planning Committee (MMPC)

Moved by Getty and supported by Hatfield for BOC approval to adopt the proposed Materials Management Planning Committee (MMPC) By-Laws. All ayes. Motion carried.

Agreement with Kalamazoo County for HHW Drop Off

Moved by Teunessen and supported by Hatfield to recommend to the Board of Commissioners approval of a one year contract with the Kalamazoo County Household Hazardous Waste (HHW) Center to allow Barry County residents to utilize the HHW drop off service up to \$5,000 in calendar year 2025. All ayes. Motion carried.

MMPC Grant Request for Work Programs

Moved by Hatfield and supported by Getty to recommend to the Board of Commissioners approval of the proposed MMPC Work Program and grant budget for year one of drafting the new County Materials Management Plan. All ayes. Motion carried.

Sarah VanDenburg – Election Security Grant Request

Moved by Teunessen and supported by Campbell to recommend to the Board of Commissioners approval of a grant submission to the Michigan Department of State (HAVA Election Security Grant) for the acquisition of ballot storage bags, tabulator storage cases and media transfer bags. All ayes. Motion carried.

Courtney Ziny – Preliminary Budget for New COA Facility

Moved by Hatfield and supported by Teunessen to recommend to the Board of Commissioners approval of the preliminary budget for the new COA facility. All ayes. Motion carried.

The board went into recess at 10:00 a.m.

The board reconvened at 10:08 a.m.

Eric Zuzga – Jail Feasibility Study

Moved by Hatfield and supported by Getty to recommend to the Board of Commissioners approval of the attached proposal from Abonmarche Byce to complete a Jail Master Plan for the purposes of developing a plan for the replacement of the Barry County Jail, at a cost of up to \$42,000.00, with funds to

be paid from the Building Rehabilitation Fund, and authorize the County Administrator to sign the Professional Services Agreement with Abonmarche. All ayes. Motion carried.

Disposition of Wren Garage

Moved by Teunessen and supported by Smelker authorize the County Administrator to advertise the Wren Garage, 109 Walnut Street (corner of Jefferson and Walnut) for sale. All ayes. Motion carried.

Chair Jackson – Contract Extension for County Administrator

Moved by Hatfield and supported by Campbell to recommend to the Board of Commissioners approval of the attached employment contract for the Barry County Administrator between the County of Barry and Eric F. Zuzga effective February 11, 2025 through January 31, 2028. All ayes. Motion carried.

Public Comment:

Mark Doster from Prairieville Township spoke about the idea of renting cells to other counties to house inmates. He also spoke about putting a metal roof or long lasting shingles on the new COA facility.

Shelly Lake from Irving Township spoke about the Ad Hoc Committee for the jail.

Commissioner Comments:

Teunessen talked about his campaign experience and discussions about the jail with Hatfield during the campaign. He also talked about the COA building being a big accomplishment for the community.

Campbell spoke about keeping open communication with the community regarding the jail.

Hatfield talked about the jail. He expressed that the jail is a community issue affecting public safety. He commented on the successful outcome of the new COA building and hopes that the jail project will be just as successful.

Smelker talked about keeping the public informed about where the jail will be, the cost, and what it will look like.

Getty thanked the COA Board for their commitment to move forward with the new COA building. She commented on the benefits of having the right people to serve on boards.

Callton agreed with Getty about the COA Board and also commented on their dedication, expertise and passion for the COA. He reminded the Board and all in attendance about the Woodland Fire Department Pancake Breakfast on Sunday. Bassett talked about the new COA building and the endeavor with the new jail.

Jackson reminded the board that they will be touring the jail after the meeting concludes.

The meeting adjourned at 10:50 a.m.

David Jackson, Chair
Barry County Board of Commissioners

Sarah VanDenburg, County Clerk

Approved: _____
Date & Initials

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: February 18, 2025, Committee of the Whole

DEPARTMENT: Emergency Management

PREPARED BY: Jim Yarger

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

SPECIFIC ACTION(S) REQUESTED:

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

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

DESCRIPTION OF ACTION:

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

TIME FRAME OF ACTION:

Immediate: Submission due to the state by March 1, 2025.

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

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached grant application.

CONTACT PERSON WITH PHONE NUMBER:

Jim Yarger 269-953-0788



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JAMES F. GRADY II
DIRECTOR

January 21, 2025

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

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

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

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

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

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

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

- Meet in person at least four times and verify that planning meetings have been held by sending the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) a copy of the meeting schedule, or other verification as requested.
- Complete all updates for existing off-site emergency response plans.
- Incorporate its completed off-site emergency response plans into the city/county Emergency Operations Plan (EOP) or Emergency Action Guidelines (EAG). Review the city/county EOP/EAG annually to ensure that its hazmat response section is current.

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

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

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

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

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

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

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

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

Sincerely,



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

Hazardous Materials Emergency Preparedness Planning Grant Instructions

I. Grant Program Description

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

II. Eligibility Requirements

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

- A.** Be formally appointed by the Michigan Citizen-Community Emergency Response Coordinating Council (MCCERCC).
- B.** Have an appointed chairperson.
- C.** Have an appointed information coordinator.
- D.** Have an appointed emergency management coordinator.
- E.** Meet in-person quarterly and have an established meeting schedule.
- F.** Assure that a 20% in-kind match will be available for all funding received through this grant. In-kind match includes non-federally funded LEPC member time, office space, secretarial support, LEPC office and administrative expenses, etc. (See item III.D).
- G.** Assure county or municipal compliance with Title VI of the Civil Rights Act of 1964.
- H.** Assure county or municipal compliance with lobbying, debarment, suspension, and other responsibility matters certifications, as well as drug-free workplace requirements.

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

III. Application Process

- A. Deadline:** All applications and 2024–2025 LEPC meeting schedules must be received by the MSP/EMHSD no later than **March 1, 2025**.
- B. Application Mailing Address:** If you are submitting via mail, please address the package to:

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

- C. Agreement Finalized:** The MSP/EMHSD will review all applications for completeness and accuracy. Local Emergency Management programs with approved applications will be sent two HMEP Grant Agreements, along with multiple attachments that must be submitted to the MSP/EMHSD to receive HMEP funding. Funding levels stated in the agreement are subject to the availability of federal funds. The Local Emergency Management Coordinator must sign the agreements, return one to the MSP/EMHSD, and retain one copy for their LEPC files by the date specified in grant agreements.
- D. Matching Funds Identified:** When the LEPC receives the HMEP Grant Agreement, it will also receive a form to document its matching funds. Federal grants require matching funds to be calculated against **TOTAL** program costs. For grant purposes, total program costs are calculated by dividing the proposed reimbursements from the HMEP planning grant by .80. The resulting amount (total program cost) is then multiplied by .20 to calculate the match required. The “Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Agreement In-Kind Match” form must be returned to the MSP/EMHSD with the HMEP Grant Agreement packet. This form is used to estimate matching funds based on the proposed agreement amount (see Item II.F). However, the subrecipient must be prepared to match funds based on the amount of grant funding actually received for the contract period, including additional funding received in excess of the agreement amount.

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

IV. Allocation Formula

- A. New Plan and Plan Update Payments:** The MSP/EMHSD will reimburse LEPCs for new and updated off-site emergency response plans. The reimbursement rate for new plans in 2024–2025 is \$250. Updated plans will receive \$30 per update. Facilities must be on the SARA Title III, Section 302 site list or added to the 302 site list by September 15, 2025. Plans that are added to the 302 site list after September 15, 2025, may not receive reimbursement from the 2024–2025 HMEP planning grant. To receive this funding, items B and/or C on the bottom of the “Local Emergency Planning Committee Application for Hazardous Material Emergency Preparedness Grant” form must be completed. This form is included in the application package.
- B. Support Grant Payments:** Each LEPC is eligible for a \$1,500 support grant. To qualify for the support grant, a LEPC must:
- Meet in-person at least four times annually and verify that meetings have been held by sending the MSP/EMHSD a copy of the meeting schedule, or other verification if requested.
 - Annually update the LEPC’s officer/membership list and submit the completed form to the MSP/EMHSD.
 - Incorporate completed off-site response plans into the city/county Emergency Operations Plan (EOP) or Emergency Action Guidelines (EAG).
 - Review the city/county EOP/Emergency Action Plan (EAP) annually to make sure the hazmat response section is current.
 - Complete all updates for existing 302 sites.

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

V. Proof of Purchase and Associated Work

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

VI. Planning Grant Requirements

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

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

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

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

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

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

C. Off-Site Response Plans:

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

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

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

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

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

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

VII. Reimbursement Process

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

VIII. Items to Include with Application

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

B. LEPC Officer/Member Record.

C. LEPC Meeting Schedule for 2024–2025.

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

LOCAL EMERGENCY PLANNING COMMITTEE APPLICATION FOR HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT

AUTHORITY: 1976 PA 390, MCL 30.407a; 42 USC 11002-11003;

COMPLIANCE: Voluntary, however failure to complete application will result in denial of request

Send Completed Form To:

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

Application Due Date:

March 1, 2024

Questions/Comments:

Phone: 517-224-6349

Email Address: MatzkeT@michigan.gov

I. Application Information

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

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

LEPC Chair

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

Public Information Officer

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

Emergency Management Coordinator

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

III. Grant Award and Site Plan Information

The LEPC is applying for an HMEP grant award to support new and/or current off-site emergency response plans (site plans) under the Emergency Planning and Community Right-to-Know Act as found in Title III of the Superfund Amendments and Reauthorization Act (SARA Title III).	
Number of complete updates this LEPC proposes to current SARA Title III site plans. 0	
Number of new SARA Title III site plans this LEPC proposes to complete. 0	
This LEPC agrees to comply with the requirements for a support grant as referenced in the HMEP, Planning Grant Instructions, Attachment A, Parts II and IV, and requests the \$1,500 grant.	X Yes ☐ No
The LEPC has attached its meeting schedule. (Note: This is required for grant award approval.)	X Yes ☐ No
The LEPC agrees that if it receives a grant award, it will verify that meetings were held as scheduled by submitting meeting minutes or a list of attendees to the Michigan State Police Emergency Management and Homeland Security Division.	X Yes ☐ No

LEPC Chair Signature

Date



LEPC OFFICER/MEMBER RECORD

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

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

Year 24-25	LEPC Name Barry County				
I. Chairperson					
Name Jim Yarger			Mailing Address 2600 Nashville Road		
City Hastings	State MI	ZIP Code 49058	Phone Number 2692750045	Email Address jyarger@barrycounty.org	
II. Information Coordinator					
Name Lani Forbes			Mailing Address 2600 Nashville Road		
City Hastings	State MI	ZIP Code 49058	Phone Number 2699454010	Email Address lani@bcunitedway.org	
III. Emergency Management Coordinator (A.K.A. Community Emergency Coordinator)					
Name Patrick Jansens			Mailing Address 2600 Nashville Road		
City Hastings	State MI	ZIP Code 49058	Phone Number 2698180362	Email Address pjansens@barrycounty.org	

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

[illegible]

(Use additional forms as needed for members' names)

Submitted By
Jim Yarger

Title
LEPC Chairperson

Date _____



Local Emergency Planning Committee Local Planning Team

Meets Quarterly

FY 24-25 Meeting Schedule

Friday December 6th

Friday February 14th

Friday May 9th

Friday August 8th

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

All meetings start at 3:00 pm

Be sure to mark your calendars.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Yarger', with a long horizontal stroke extending to the right.

Jim Yarger, Chairperson

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: February 18, 2025 Committee of the Whole

DEPARTMENT: Conservation Easement Board

PREPARED BY: Heather Wing

SUBJECT: Travel Expenses Reimbursement

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

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

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

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

See attached email invitation and attached proposed air accommodation possibilities.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES X NO

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: County Agriculture Preservation 252-860-960-000
3. AMOUNT REQUESTED: Will depend on air travel and taxes. Reservations and air fare not currently booked.
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) none
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: minimal

PERSONNEL IF REQUIRED:

NEW OR RENEWAL: NEW

ANY OTHER PERTINENT INFORMATION: See attached draft minutes from the 2/6/25 meeting of the Barry County Conservation Easement Board approving the expenditure of \$1500.

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

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

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

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

HAPPY BIRTHDAY to Bruce Campbell.

Limited Public Comment: None

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

Approval of the Minutes

June, 2024 Move to approval J. Bosserd-Schroeder, Larry Neil. **APPROVED**

August, 2024 no quorum

September, 2024 Missing

October, 2024 Missing

November, 2024 Missing

Approval of the Treasurer's Report

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

October, 2024 Missing

November 2024-January 2025

Joan will get a current statement from the Community Foundation.

Obtaining a fund balance from Luella (Barry County)

ELECT OFFICERS

Chairperson: Nomination for Heather Wing by Larry Neil , Support-Joe Sancimino

APPROVED

Motion to Close nomination for chairperson; B. Campbell, support by Ben Stoline

APPROVED.

Vice President: Nominate Ben Stoline by Heather Wing, Joe Sancimino support,

APPROVED

Motion to Close nominations for Vice Chairperson by J. Bosserd-Schroeder, Support by B. Campbell. **APPROVED**

Secretary/Treasurer: Nominate Joan Bosserd-Schroeder by Heather Wing, support Joe Sancimino. **APPROVED**

Committee Reports

Agriculture Economic Development

Conservation Easement Education

Agriculture Preservation Boards of Michigan Meeting (Denny Hefferon) in Hastings, Michigan

Next meeting will be scheduled in the spring (Washtenaw County)

Invite some of our commissioners to attend

Have the quarterly meetings have an educational/trainings for preservation board

Heather Wing, Chairperson BCCEB Chairperson, attended this meeting

Members Reports:

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

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

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

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

Joe Sancimino: Training for us and training for the county. Land Policy Institute at MSU and U of M have wonderful training in land preservation. Farm Bureau annual meeting in August (county). We need to be at the county fair too. (Joe will help with this). Contest of elementary school students to have artwork for the booth????
Suggestion: SAVE FARMS FOR FARMING. PRESERVE NOW. ASK US HOW.

Chairman Report:

Butler and Carpenter Update

Butler closing was easy.

Carpenter Closing: Not quite as easy. Almost finished.

New Business

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

Application Cycle and Updates: All applicants must already have an appraisal.

Date moved to January to accommodate this new requirement.

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

ACEP Summit Dallas, Texas:

American Farmland Trust.

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

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

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

Treemore Ecology and Land Invoice -Heather will authorize.

Invoice submitted by Heather Wing.

Submit reimbursement for this information that she had to mail. (\$10.46)

Bruce Campbell motion, Joe Sancimino support. APPROVED.

Limited Public Comment-none

Heather Wing adjourned meeting at 6:25 PM.

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

NEXT MEETING: March 6, 2025 at 5 PM

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

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW, February 18, 2025

DEPARTMENT: Planning

PREPARED BY: Jeff Keesler
Director, Planning & Zoning

SUBJECT: PA 116 Application 25-1

SPECIFIC ACTION(S) REQUESTED:

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

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

DESCRIPTION OF ACTION:

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

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO x _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached application.

CONTACT PERSON WITH PHONE NUMBER:

Jeff Keesler, Director, Barry County Planning & Zoning – 269-945-1290

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



Barry County

Cynthia L. White
County Clerk

Sarah VanDenburg
First Deputy Clerk

December 10, 2024

Miriam L. Raines
7205 Guy Rd.
Nashville MI 49073

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

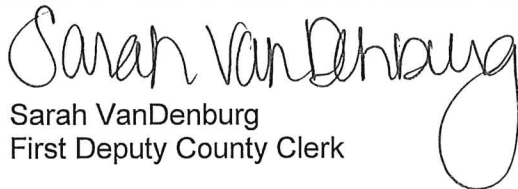
Dear Ms. Raines:

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

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

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

Sincerely,


Sarah VanDenburg
First Deputy County Clerk

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

Enclosures



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Development Rights Agreement

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

OFFICIAL USE ONLY

Local Governing Body:

Date Received

12-4-2004

Application No:

25-1

State:

Date Received

Application No:

Approved:

Rejected

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

I. Personal Information:

1. Name(s) of Applicant:

Raines

Miriam

L

Last

First

Initial

(If more than two see #15)

Last

First

Initial

2. Mailing Address:

7205 Guy Rd

Nashville

MI

49073

Street

City

State

Zip Code

3. Phone Number: (Area Code) (517)

749-4173-cell

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

852 9243 (home)

5. E-mail address:

Miriam.Raines5189@gmail.com

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

6. County: Barry

7. Township, City or Village:

Maple Grove

8. Section No. 23

Town No. 2 North

Range No. 7 West

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

III. Legal Information:

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

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

11. Is there a tax lien against the land described above? ☒ Yes ☐ No

If "Yes", please explain circumstances: home mortgage

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant:

Name the types of mineral(s) involved:

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

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor(sellers):

Name:

Address:

Street

City

State

Zip Code

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

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

Date

Signature of Land Contract Vendor(s) (Seller)

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

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

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

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

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

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

This application is for:

- ☒ a. 40 acres or more —————> complete only Section 16 (a thru g);
- ☐ b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
- ☐ c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

livestock, cash crops

b. Total number of acres on this farm: 80

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 10

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 60

f. All other acres (swamp, woods, etc.) 10

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings _____ Residence: 1 Barn: 1 Tool Shed: 2 (garages)

Silo: 2 Grain Storage Facility: 0 Grain Drying Facility: 0

Poultry House: 0 Milking Parlor: 0 Milk House: 1

Other: (Indicate) _____

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

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

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

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

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

90
YRS

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

V. Signature(s):

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

Miriam Raines

(Signature of Applicant)

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

10-14-2024

(Date)

(Title)

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

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

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

Action by Local Governing Body: Jurisdiction: Barry

☒ County ☐ Township ☐ City ☐ VillageThis application is ☒ approved, ☐ rejected

Date of approval or rejection: 12-10-24

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

Clerk's Signature:

Sarah Vandenburg - First Dep.

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

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

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

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

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

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

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

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:☒ County or Regional Planning Commission☒ Conservation District☒ Township (if county has zoning authority)**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**☐ Copy of Deed or Land Contract (most recent showing current ownership)☐ Copy of most recent Tax Bill (must include tax description of property)☐ Map of Farm☐ Copy of most recent appraisal record☐ Copy of letters from review agencies (if available)☐ Any other applicable documents

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

Map of Farm with Structures and Natural Features:

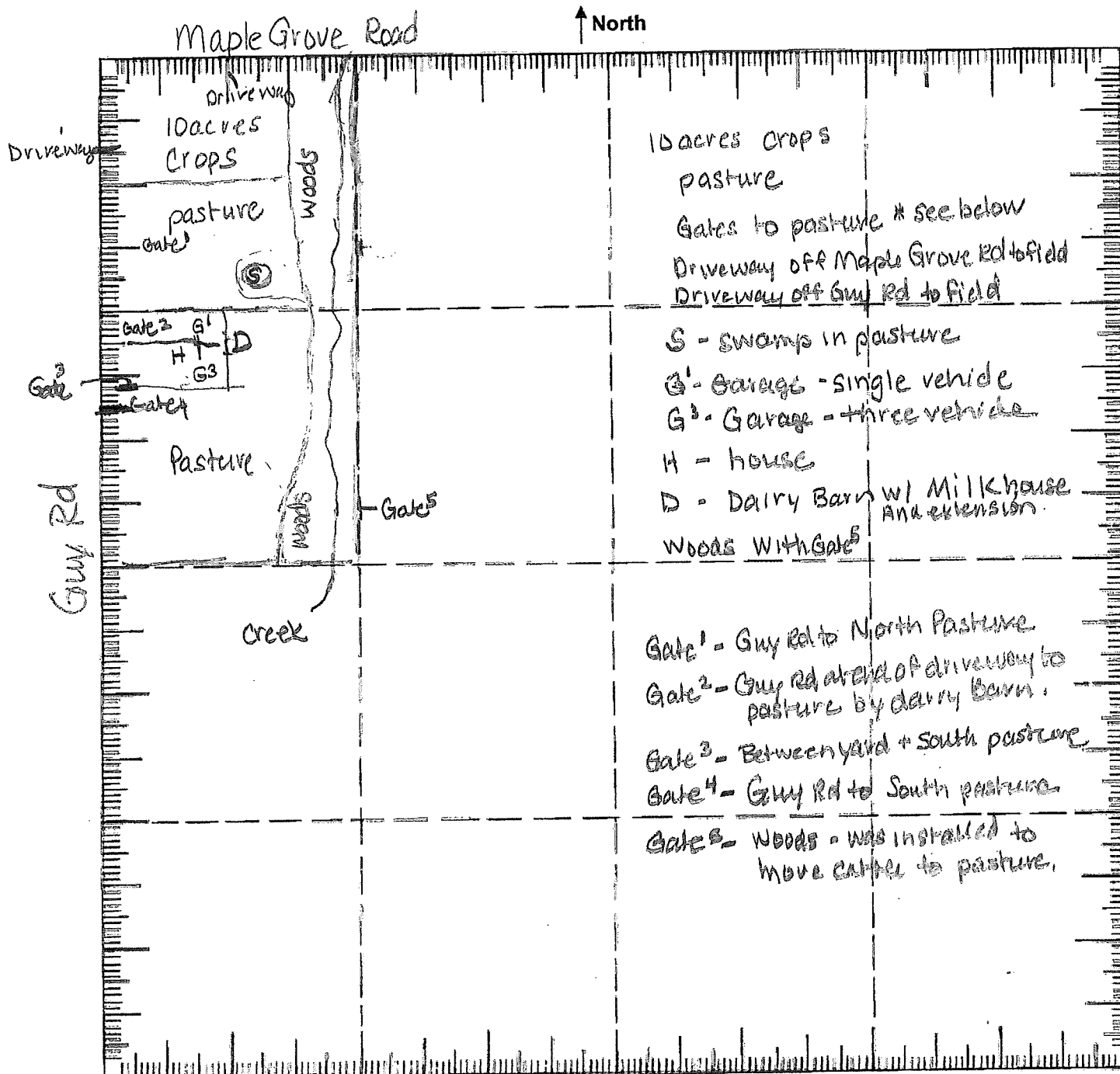
- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
 B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
 C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
 D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

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

County _____

Township _____

T _____ R _____ Section _____



MESSAGE TO TAXPAYER

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

PAYMENT INFORMATION

This tax is due by: 09/16/2024

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

PROPERTY INFORMATION

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

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

School: 23065

Legal Description:

W 1/2 NW 1/4 SEC 23 T2N R7W

TAX DETAIL

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

Mort Code:

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

DESCRIPTION	MILLAGE	AMOUNT
SET	6.00000	744.30
County Operating	5.16580	640.81

PAID

Maple Grove Township
Stacey Denton, Treasurer

OPERATING FISCAL YEARS

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

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

Does NOT affect when the tax is due or its amount

Total Tax	11.16580	1,385.11
Administration Fee		13.85
TOTAL AMOUNT DUE		1,398.96

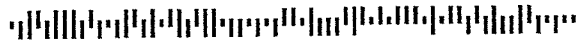
Please detach along perforation. Keep the top portion.

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

**Notice of Assessment,
Taxable Valuation, and
Property Classification
THIS IS NOT A TAX BILL**

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

TEMP - RETURN SERVICE REQUESTED 1 337



**RAINES MIRIAM
7205 GUY RD
NASHVILLE MI 49073-9511**

Parcel Code: **08-10-023-130-00**Property Address: **7205 GUY RD****PRINCIPAL RESIDENCE EXEMPTION**% Exempt As "Homeowners Principal Residence": **100.00%**% Exempt As "Qualified Agricultural Property": **0.00%**% Exempt As "MBT Industrial Personal": **0.00%**% Exempt As "MBT Commercial Personal": **0.00%**Exempt As "Qualified Forest Property": ☐ Yes ☒ NoExempt As "Development Property": ☐ Yes ☒ NoACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: **101 AGRICULTURAL-IMPROVED**PRIOR YEAR'S CLASSIFICATION: **101 AGRICULTURAL-IMPROVED****LEGAL DESCRIPTION:**

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

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

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

The 2024 Inflation Rate Multiplier is: 1.05

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

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

SEE REVERSE SIDE FOR MORE INFORMATION

QUIT CLAIM DEED

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

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

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

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

PP# 08-10-023-130-00

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

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



Todd D. Raines, Grantor

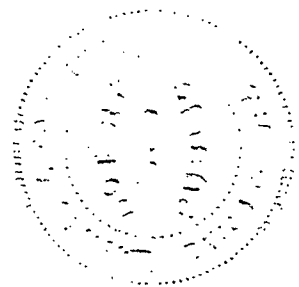
STATE OF MICHIGAN)
) SS
COUNTY OF Eaton)

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



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

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



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

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

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW, February 18, 2025

DEPARTMENT: Planning

PREPARED BY: Jeff Keesler
Director, Planning & Zoning

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

SPECIFIC ACTION(S) REQUESTED:

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

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

DESCRIPTION OF ACTION:

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

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO x _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached applications.

CONTACT PERSON WITH PHONE NUMBER:

Jeff Keesler, Director, Barry County Planning & Zoning – 269-945-1290



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Development Rights Agreement

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

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: January 13, 2025

Application No: 25-2

State: _____

Date Received: _____

Application No: _____

Approved: _____

Rejected: _____

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

I. Personal Information:

1. Name(s) of Applicant: PICKARD

MICHAEL

Last

First

Initial

(If more than two see #15) PICKARD

JEANETTE

Last

First

Initial

2. Mailing Address: 3762 HAMMOND ROAD

HASTINGS

MI

49058-9543

Street

City

State

Zip Code

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

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

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

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

6. County: BARRY

7. Township, City or Village: CARLTON

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

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

III. Legal Information:

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

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

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

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

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor(seller):

Name: _____

Address: _____

Street

City

State

Zip Code

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

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

Date _____

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

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

☒

2 or more persons having a joint or common interest in the land

☐

Corporation

☐

Limited Liability Company

☐

Partnership

☐

Estate

☐

Trust

☐

Association

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

Name: MICHAEL PICKARD Title: _____

Name: JEANETTE PICKARD Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

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

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

This application is for:

- ☐ a. 40 acres or more ☒ complete only Section 16 (a thru g);
☒ b. 5 acres or more but less than 40 acres ☒ complete only Sections 16 and 17; or
☐ c. a specialty farm ☒ complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

CASH CROPS

b. Total number of acres on this farm: 19.5

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 16.58

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____

f. All other acres (swamp, woods, etc.) 2.92

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings _____ Residence: _____ Barn: _____ Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

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

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

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

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

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

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

V. Signature(s):

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

Michael Pickard
(Signature of Applicant)

(Corporate Name, If Applicable)

Janette Pickard
(Co-owner, If Applicable)

(Signature of Corporate Officer)

9-17-2024
(Date)

(Title)

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

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

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

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

This application is ☒ approved, ☐ rejected

Date of approval or rejection: 1-14-25

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

Clerk's Signature: Sarah vanDenburg

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

Parcel Number (Tax ID): 08-04-030-660-00

II. Please verify the following:

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

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

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

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

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

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

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

 County or Regional Planning Commission

 Conservation District

 Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

 Copy of Deed or Land Contract (most recent showing current ownership)

 Copy of most recent Tax Bill (must include tax description of property)

 Map of Farm

 Copy of most recent appraisal record

 Copy of letters from review agencies (if available)

 Any other applicable documents

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

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

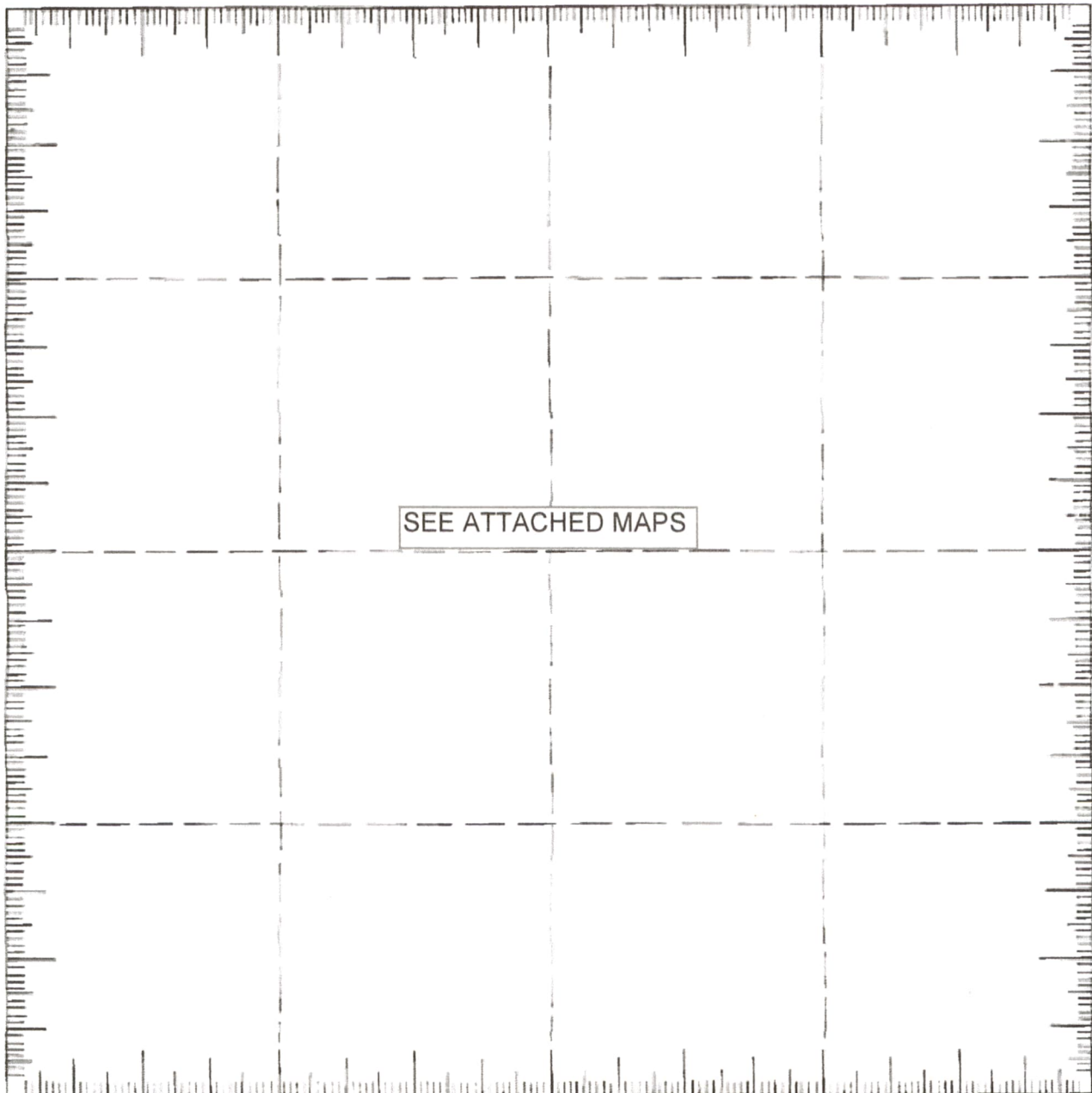
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included,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

County BARRY

Township CARLTON

T 4N R 8W Section 30

↑ North





Barry County GIS

Parcel Report: 04-030-660-00

8/8/2024
1:09:09 PM



Parcel: 04-030-660-00

Property Address

FIGHTER RD
HASTINGS, MI 49058-8538

Owner and Taxpayer Information

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

Legal Description

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

Other Information

General Information for 2024 Summer Taxes

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

Tax Bill Breakdown for 2024 Summer

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

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

Parcel: 04-030-660-00

Property Address

FIGHTER RD
HASTINGS, MI 49058-8538

Owner and Taxpayer Information

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

Legal Description

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

Other Information

General Information for 2023 Winter Taxes

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

Tax Bill Breakdown for 2023 Winter

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

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RECORDED IN DEEDS

LIBER

684 PAGE 935

STATE

COUNTY

REC'D

FEB 4 3 54 PM '97

Sany
REGISTER IN DEEDS

QUIT-CLAIM DEED

THIS INDENTURE, made Jan 28, 1997.

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

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

-----ONE DOLLAR (\$1.00)-----

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

An undivided one-half interest in:

The Northwest 1/4 of the Southwest 1/4 of Section 13, Town 4 North, Range 9 West, Irving Township, AND the East 1/2 of the Southwest 1/4 of Section 13, Town 4 North, Range 9 West, Irving Township, Barry County, Michigan, EXCEPTING THEREFROM: A parcel in the East 1/2 of the Southwest 1/4 of Section 13, Town 4 North, Range 9 West, described as: Commencing in the center of Hammond Road where it intersects the East and West 1/4 line of Section 13; thence South along the center of Hammond Road 568 feet for a place of beginning; thence East 216 feet; thence South 198 feet; thence West 216 feet to the center of Hammond Road; thence North along the center of Hammond Road 198 feet to place of beginning;

ALSO CONVEYING: Property in Carlton Township, Barry County, Michigan, described as: The East 30 acres of the North 1/2 of the Southwest 1/4 of Section 19, Town 4 North, Range 8 West, Carlton Township, together with an easement for ingress and egress along the existing road on the South line of the North 1/2 of the Southwest 1/4 of said Section 19, said easement is described as the South 30 feet of the North 1/2 of the Southwest 1/4 of said Section 19 except the East 30 acres thereof, said easement shall run with the land to the burden of: The North 1/2 of the Southwest 1/4 of said Section 19, except the East 30 acres thereof and to the benefit of the East 30 acres of the North 1/2 of the Southwest 1/4 of said Section 19;

ALSO: The Southeast 1/4 of the Northwest 1/4 of Section 19, Town 4 North, Range 8 West, EXCEPT commencing at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 19, thence East 474 feet, thence South 369 feet, thence Southwest to a point 550 feet South of the place of beginning, thence North to the place of beginning, Carlton Township, Barry County, Michigan.

ALSO: The Northwest fractional 1/4 of the Northwest fractional 1/4 and the North 20 acres, more or less, of the Southwest fractional 1/4 of the Northwest fractional 1/4, all of Section 30, Town 4 North, Range 8 West;

ALSO: The Northeast 1/4 of the Northeast 1/4 of Section 25, Town 4 North, Range 9 West, all in Barry County, Michigan; EXCEPTING a parcel of land in the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 25, commencing in the center of the road at the Southeast corner thereof, thence North along the center of the highway 375 feet; thence Westerly 165 feet; thence South 384 feet to center of highway; thence East 171 feet to place of beginning; Town 4 North, Range 9 West, Irving Township, Barry County, Michigan.

Subject to all conditions, limitations and easements of record.

Description provided by: Darlene J. Pickard

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

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

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

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

Signed, Sealed and Delivered
in Presence of:

Jeanette M. Pickard
Jeanette M. Pickard

Darlene J. Pickard
Darlene J. Pickard

David A. Dimmers
David A. Dimmers

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

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

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

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

929-2

9-



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Development Rights Agreement

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

OFFICIAL USE ONLY

Local Governing Body:

Date Received January 13, 2025

Application No: 25-3

State:

Date Received _____

Application No: _____

Approved: _____ Rejected: _____

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

I. Personal Information:

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

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

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

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

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

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

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

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

8. Section No. 30 Town No. 4N Range No. 6W

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

III. Legal Information:

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

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

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

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

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor(sellers):

Name: _____

Address: _____

Street City State Zip Code

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

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

Date _____

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

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

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

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

Name: MICHAEL PICKARD Title: _____

Name: JEANETTE PICKARD Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

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

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

This application is for:

- _____ a. 40 acres or more _____ ☒ complete only Section 16 (a thru g);
x _____ b. 5 acres or more but less than 40 acres _____ ☒ complete only Sections 16 and 17; or
 _____ c. a specialty farm _____ ☒ complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

CASH CROPS

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

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

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

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

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

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

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

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

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

V. Signature(s):

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

x Michael Richard
(Signature of Applicant)
x Jeannette Pickard
(Co-owner, If Applicable)
x 9-17-2024
(Date)

(Corporate Name, If Applicable)

(Signature of Corporate Officer)

(Title)

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

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

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

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

This application is ☒ approved, ☐ rejected

Date of approval or rejection: 1-14-25

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

Clerk's Signature: Sarah VanBurenburg

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

Parcel Number (Tax ID): 08-04-030-1000-00

II. Please verify the following:

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

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

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

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

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

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

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

____ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

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

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

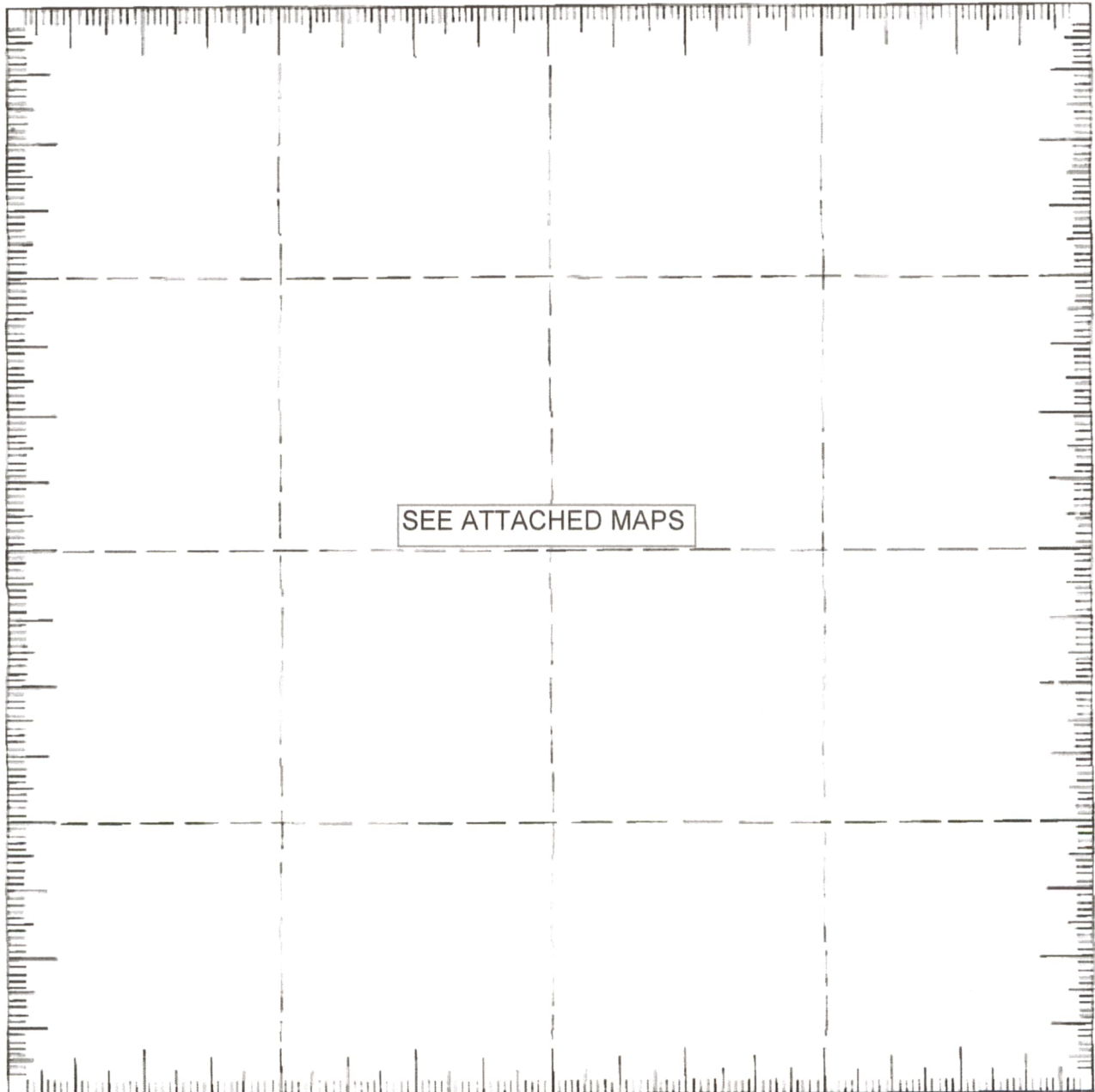
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included,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

County BARRY

Township CARLTON

T 4N R 8W Section 30

↑ North





Barry County GIS

Parcel Report: 04-030-686-00

8/8/2024

1:00:25 PM



Parcel: 04-030-686-00

Property Address

KAISER RD
HASTINGS, MI 49058

Owner and Taxpayer Information

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

Legal Description

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

Other Information

General Information for 2024 Summer Taxes

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

Tax Bill Breakdown for 2024 Summer

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

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Parcel: 04-030-686-00

Property Address

KAISER RD
HASTINGS, MI 49058

Owner and Taxpayer Information

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

Legal Description

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

Other Information

General Information for 2023 Winter Taxes

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

Tax Bill Breakdown for 2023 Winter

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

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

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

RECEIVED

2007 DEC -5 P 2:38

REGISTER OF DEEDS
BARRY COUNTY, MI

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

WARRANTY DEED

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

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

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

PARCEL 2:

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

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

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

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

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

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

Dated this: 4th day of December, 2007

20071205-0004889

CONSIDERATION	\$115,625.60
Barry County Tax	\$127.60
MI STATE TAX	\$870.00
TOTAL TAX	\$997.60

Signed:

David Kaiser
 David Kaiser

Lou Ann Holton
 Lou Ann Holton

Part of 08-04-030-250-30-00-1212
 117 Adv. 997.60



STATE OF *Michigan*
COUNTY OF BARRY

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

Belinda L. Falconer

Notary Public

Barry County,

My Commission Expires:

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

Drafted by: David Kaiser
1851 Iroquois Tr
Hastings, MI 49058
Assisted by: Advantage Title & Escrow
Agency
203 South Michigan Avenue.
Hastings, MI 49058

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

File No. AT7406B

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW, 2/18/25

DEPARTMENT: Administration

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Budget Amendment 25-A

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

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

DESCRIPTION OF ACTION:

Budget Amendment 25-A does not increase the total General Fund Revenue and Expenditure budgets. General Fund expenditure amendments include adjustments related to health insurance and payment in lieu of health insurance line items based on results of elections during open enrollment for 2025; salary increases for elected officials (approved by the Board in October 2024); salaries that were set for Chief/First Deputies of elected officials, reclassifications that have been approved since the 2025 budget was adopted, and approval of contractual services in the Treasurer's Office. The adjustments result in an overall increase in expenditure budgets of \$38,675. The increase is offset by a reduction in Contingency to balance the revenue and expenditure budgets to the original adopted totals. Detail for the General Fund expenditure budget line item amendments is found on pages 8-9.

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

TIME FRAME OF ACTION: Upon approval.

FUNDING REQUIRED: YES _____ NO x _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: None.

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

2025
BARRY COUNTY GENERAL FUND
REVENUE AND EXPENDITURE SUMMARY

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

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

2021	2022	2023	2024	2025	2026	2027
2,500	(50,111)	-	-	-	-	-

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

BARRY COUNTY GENERAL FUND REVENUES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 REQUEST	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
TAXES									
402-000	Current Property Taxes	-	-	-	-	-	-	-	-
402-190	2019 Tax Collections	4	-	-	-	-	-	-	-
402-200	2020 Tax Collections	(3,549)	-	-	-	-	-	-	-
402-210	2021 Tax Collections	12,836,080	(66,364)	-	-	-	-	-	-
402-220	2022 Tax Collections	-	13,472,599	(69,115)	-	-	-	-	-
402-230	2023 Tax Collections	-	-	14,471,099	-	-	-	-	-
402-240	2024 Tax Collections	-	-	-	15,401,117	-	-	-	-
402-250	2025 Tax Collections	-	-	-	-	15,940,156	15,940,156	-	15,940,156
402-260	2026 Tax Collections	-	-	-	-	-	-	-	-
402-270	2027 Tax Collections	-	-	-	-	-	-	-	-
420-000	Del. Per. Prop/Tax Val	1,063	398	11	2,000	2,000	2,000	-	2,000
421-000	Taxable Value Change	2,408	3,552	560	1,000	1,500	1,500	-	1,500
425-000	Trailer Taxes	7,142	6,858	6,673	7,000	5,000	5,000	-	5,000
426-000	Payments in Lieu of Ta	13,666	21,295	20,123	20,000	15,000	15,000	-	15,000
429-000	Commercial Forest Re	-	-	36	27	30	30	-	30
439-000	Marihuana Tax	28,001	56,453	-	236,345	236,345	236,345	-	236,345
441-000	Local Community Stab	163,718	173,033	329,404	650,000	420,000	420,000	-	420,000
445-010	Interest on Taxes	36,328	35,862	35,809	42,000	42,000	42,000	-	42,000
	SUBTOTAL	13,084,861	13,703,686	14,794,600	16,359,489	16,662,031	16,662,031	-	16,662,031
LICENSES & PERMITS									
477-000	Dog Licenses	29,695	26,100	25,452	30,000	30,000	30,000	-	30,000
477-010	Dog License Late Fee	-	-	-	-	-	-	-	-
478-000	Kennel Licenses	320	290	280	300	300	300	-	300
479-000	Marriage Licenses	2,195	2,125	1,950	2,000	2,000	2,000	-	2,000
479-010	Out of State Marriage	310	360	470	350	350	350	-	350
480-000	Marriage License Fees	6,585	6,375	6,010	6,500	6,000	6,000	-	6,000
481-000	Marriage Waiver	200	400	480	400	500	500	-	500
485-000	Planning Services	48,855	41,030	47,350	52,500	53,000	53,000	-	53,000
	SUBTOTAL	88,160	76,680	81,992	92,050	92,150	92,150	-	92,150
FEDERAL & STATE									
506-000	EMP Grant	62,022	52,760	35,481	35,481	17,551	17,551	-	17,551
506-020	Supplemental Fund Gr	7,746	-	14,250	7,000	7,000	7,000	-	7,000
521-000	Federal Grant-EPA Br	226,213	-	-	-	-	-	-	-
528-000	Other Federal Grants-C	165,706	-	-	-	-	-	-	-
540-000	Probate Judges Salary	167,658	162,334	181,403	172,450	172,134	172,134	-	172,134
541-000	Circuit Court Judges S	45,724	45,724	45,724	45,724	45,724	45,724	-	45,724
542-000	District Court Judges S	45,724	45,724	45,724	45,724	45,724	45,724	-	45,724
543-000	State Court Fund Distr	197,219	191,317	192,146	192,000	192,000	192,000	-	192,000
543-010	Jury Fee - Trial Courts	4,011	4,167	2,988	2,900	2,900	2,900	-	2,900
544-000	Probation Allocated Gr	-	-	-	-	-	-	-	-
544-030	Casflow Assistance	7,134	6,358	5,792	5,700	5,700	5,700	-	5,700
545-000	Secondary Road Patro	63,045	80,405	92,885	96,905	96,905	96,905	-	96,905
560-000	State Grant-Medical M	28,897	25,191	70,837	22,000	22,000	22,000	-	22,000
563-000	State Grant - Brownfie	1,691	24,692	31,033	-	-	-	-	-
564-000	State Grant-RTA	-	-	21,295	-	-	-	-	-
564-010	State Grant-CPLR	-	-	11,833	12,000	12,000	12,000	-	12,000
565-000	State Grants-MDOC Le	48,165	12,285	-	-	-	-	-	-
566-000	State Grants - CJO	13,659	27,317	27,317	27,317	27,317	27,317	-	27,317
567-000	Marine Safety Program	54,900	58,400	59,400	59,400	59,400	59,400	-	59,400
569-010	Crime Victims Rights-C	2,648	1,962	1,977	2,000	2,000	2,000	-	2,000
571-000	State Grant Conv & To	159,402	160,207	238,713	248,296	255,589	255,589	-	255,589
571-010	Local Assistance & Tri	-	50,000	50,000	-	-	-	-	-
574-000	State Sales Tax	1,206,925	1,245,658	1,317,316	1,374,840	1,484,017	1,484,017	-	1,484,017
576-000	Liquor Law Enforceme	9,307	9,311	9,236	9,300	9,300	9,300	-	9,300
577-000	Voters Aid Registratio	66	-	-	-	-	-	-	-
589-010	Sewer Administration F	22,825	-	-	-	-	-	-	-
	SUBTOTAL	2,540,687	2,203,812	2,455,350	2,359,037	2,457,261	2,457,261	-	2,457,261
CHARGES FOR SERVICE									
601-000	Circuit Court Costs	73,593	43,000	56,481	56,000	50,000	50,000	-	50,000
601-010	Contempt of Court	300	85	200	-	-	-	-	-
601-020	Cell Phone Contempt C	-	30	-	-	-	-	-	-
601-030	Attorney Fees - Crimin	6,177	1,821	902	-	-	-	-	-
601-040	Attorney Fees - Civil/C	-	-	-	-	-	-	-	-
601-050	MACCS Reimburseme	173,439	-	-	5,500	10,000	10,000	-	10,000
601-101	Circuit Court Late Fees	5,665	7,530	8,520	7,500	7,500	7,500	-	7,500
602-000	Circuit Court Bond Cos	1,655	2,070	3,350	3,000	2,500	2,500	-	2,500
603-000	District Court Costs	285,866	248,113	267,210	271,500	265,000	265,000	-	265,000
604-000	District Court Bond Co	4,287	5,325	6,412	7,500	6,000	6,000	-	6,000
605-000	District Court Civil Fee	69,036	72,586	76,691	67,200	60,000	60,000	-	60,000

BARRY COUNTY GENERAL FUND REVENUES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 REQUEST	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
607-010	Filing Fees + 215 Clerk	2,077	1,278	1,476	1,500	1,500	1,500	-	1,500
607-030	Jury Fees	1,300	1,080	1,675	1,000	1,000	1,000	-	1,000
607-050	Appeal Fees	150	125	75	25	25	25	-	25
607-060	Reinstatement Fees	62	-	-	124	-	-	-	-
607-070	Reinstatement Fees	25	-	-	-	-	-	-	-
607-080	Motion Fees +PC 215	4,770	4,460	4,320	4,000	4,000	4,000	-	4,000
607-090	Paternity Fee	70	74	102	80	80	80	-	80
607-110	Filing Fees	10,169	9,275	10,110	9,000	9,000	9,000	-	9,000
607-120	Filing Fee Ordered -C	31	-	-	-	-	-	-	-
609-000	Register of Deeds Ser	90	(30)	30	-	-	-	-	-
609-010	Recording Fees	341,646	271,697	216,592	210,770	220,300	220,300	-	220,300
609-020	Record Search	1,217	19,743	15,126	12,000	16,000	16,000	-	16,000
609-030	Recording Fees-Remo	-	-	-	-	-	-	-	-
609-040	County Admin Fee 1%	658	486	541	600	550	550	-	550
609-050	Other	-	-	-	-	-	-	-	-
609-060	Financing Statements	125	100	-	-	-	-	-	-
609-080	DNA Sampling (Clerk)	2	-	-	-	-	-	-	-
609-090	DNA 2015 Clerk	220	229	138	250	-	250	-	250
610-000	Real Estate Transfer T	468,880	432,930	357,105	320,000	360,000	360,000	-	360,000
611-000	FOC Service Fees	49,271	48,859	50,927	50,000	50,000	50,000	-	50,000
612-000	Investigative Fees	525	1,875	1,300	1,500	1,500	1,500	-	1,500
613-000	Blood Draw	-	-	72	-	-	-	-	-
614-000	MSSR Co. Portion	899	206	-	-	-	-	-	-
618-010	Tax Certification Fees	11,195	9,900	8,450	9,000	10,500	10,500	-	10,500
618-020	Tax History Fees	12	-	12	15	15	15	-	15
618-030	Tax Search Fees	546	146	52	200	200	200	-	200
618-050	Other County Treas Se	235	261	116	200	200	200	-	200
621-010	Certified Copies	3,270	3,652	3,342	3,500	3,000	3,000	-	3,000
621-020	Partnership, Assumed	1,800	1,640	1,305	2,000	1,200	1,200	-	1,200
621-030	Notary Bond Filing	848	1,000	802	1,000	900	900	-	900
621-050	Notorial Certs/Power A	5	150	-	150	10	10	-	10
621-060	Other County Clerk Se	1,214	1,382	880	1,100	50	50	-	50
621-070	Record Search	87,984	34,436	50	-	-	-	-	-
621-080	Notorizing-Witnss	750	1,005	835	1,130	830	830	-	830
621-090	Campaign Finance Lat	-	-	-	-	-	-	-	-
621-100	CCW Photos	-	-	-	-	-	-	-	-
621-120	Vital Records copies	65,319	61,433	60,634	65,000	60,000	60,000	-	60,000
621-121	Official Records Online	-	495	868	1,000	1,000	1,000	-	1,000
621-130	DBA/Co-Part Cert/Non	28	80	11	80	10	10	-	10
621-140	DBA/Co-Part Cert@fill	22	7	4	10	10	10	-	10
621-150	DBA/Co-Part Change/I	83	30	31	30	25	25	-	25
621-160	DBA/On Time Renewa	164	96	92	100	100	100	-	100
622-000	Probate Court Services	11,428	8,180	6,911	2,650	-	-	-	-
623-000	Service Fees Juvenile	63	60	875	-	-	-	-	-
623-020	Probate Assessments	56	43	65	30	30	30	-	30
623-030	DNA Sampling (Family	25	18	22	30	-	25	-	25
623-040	20% Late Fee	233	110	203	175	-	175	-	175
625-000	Sex Offender Registrat	3,800	4,640	4,640	5,000	5,700	5,700	-	5,700
625-010	Probate Court Fees	21,789	20,150	19,677	21,700	21,700	21,700	-	21,700
625-030	Marriage Ceremonies	-	-	10	-	-	-	-	-
625-050	Jury Fees	-	-	-	-	-	-	-	-
625-060	Change of Name	300	100	230	150	250	250	-	250
625-080	Deposit Boxes	-	-	10	-	-	-	-	-
625-110	Adoption Collection Fe	60	180	120	190	160	160	-	160
625-130	Certified Copies	4,691	4,351	4,555	4,500	4,500	4,500	-	4,500
625-140	MOT/PET/ACCT/OBJ/	2,380	2,420	1,940	2,400	2,000	2,000	-	2,000
625-150	Trust Reg/Will Safe Ke	825	950	750	900	900	900	-	900
625-160	Appeals Probate Court	-	-	25	-	-	-	-	-
626-000	District Court Crime Vi	4,522	4,040	4,896	4,000	4,000	4,000	-	4,000
627-000	Animal Shelter Fees	4,414	3,750	2,230	5,000	5,000	5,000	-	5,000
629-020	Boat Livery Inspection	-	-	-	25	60	60	-	60
629-030	Photographic Services	3,880	4,147	4,477	4,400	2,100	4,400	-	4,400
629-040	Vehicle Inspection	390	630	550	500	500	500	-	500
629-050	Other Sheriff Services	35,203	57,630	59	100	100	100	-	100
629-060	Gun Permits	1,030	1,390	1,180	1,000	1,015	1,015	-	1,015
629-070	Kennel Inspections	280	290	270	300	300	300	-	300
635-000	Prisoners Board	17,230	19,076	16,206	18,000	18,000	18,000	-	18,000
635-080	Fingerprinting	8,379	10,924	11,394	9,900	10,500	10,500	-	10,500

BARRY COUNTY GENERAL FUND REVENUES

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

BARRY COUNTY GENERAL FUND REVENUES

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

BARRY COUNTY GENERAL FUND EXPENDITURES

ACCT NUMBER	ACCOUNT NAME	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 AMENDED	2025 ADOPTED	2025 AMENDMENT	2025 AMENDED
MANDATED SERVICES								
151	Adult Probation	8,919	10,030	9,633	11,030	8,370	-	8,370
999-662	Child Care Approp.	273,079	266,460	189,505	300,000	300,000	-	300,000
215	Clerk	632,525	604,669	530,081	705,912	484,468	(7,997)	476,471
101	Commissioners	204,929	211,161	248,894	266,899	276,235	23,195	299,430
275	Drain Commissioner	232,800	263,166	220,384	266,544	294,141	15,779	309,920
191	Elections	21,853	108,093	22,502	167,600	39,250	-	39,250
225	Equalization	266,529	310,190	349,068	413,986	444,793	(6,062)	438,731
230	Extraditions	4,885	2,286	-	3,000	3,000	-	3,000
999-353	F.O.C. Building Debt Approp.	50,795	-	-	-	-	-	-
148	Family Court Division	839,104	937,016	932,527	1,066,282	1,017,514	(15,594)	1,001,920
999-143	Friend of the Court Approp.	248,116	100,000	221,899	300,000	270,000	-	270,000
601	Health Dept. Approp	456,796	470,500	484,615	499,153	516,625	-	516,625
865	Property & Liability Insurance	424,166	446,521	481,247	497,442	512,215	-	512,215
351	Jail	2,542,872	2,604,188	2,645,285	2,937,824	3,031,375	24,628	3,056,003
147	Jury Board	3,160	8,941	3,480	11,500	11,500	-	11,500
	Retiree Health Ins	48,394	-	-	-	-	-	-
648	Medical Examiner	155,169	167,493	172,140	186,834	181,234	-	181,234
999-649	Mental Health Approp.	154,500	154,500	154,500	154,500	154,500	-	154,500
229	Prosecutor	890,715	917,586	940,802	984,442	1,038,122	4,190	1,042,312
236	Register of Deeds	274,866	307,890	294,559	306,089	340,501	(4,995)	335,506
999-244	Remonumentation	25,155	26,203	26,547	26,853	12,000	-	12,000
301	Sheriff	3,318,924	3,646,783	3,766,093	3,998,068	4,131,314	(3,679)	4,127,635
999-670	Social Welfare (Admin)	7,840	7,840	7,840	7,840	8,600	-	8,600
631	Substance Abuse Approp.	79,701	79,792	98,363	99,318	102,236	-	102,236
254	Tax Tribunal Refunds	3,828	8,062	5,053	9,000	9,000	-	9,000
253	Treasurer	252,278	259,806	262,651	299,875	323,959	22,895	346,854
999-261	Public Defender Indigent Approp	231,076	422,651	233,113	233,113	233,113	-	233,113
140	Trial Court Criminal/Civil	1,560,323	1,434,142	1,519,957	1,669,170	1,987,443	2,668	1,990,111
	SUBTOTAL	13,213,297	13,775,969	13,820,738	15,422,274	15,731,508	55,028	15,786,536
NON-MANDATED, SERVICE LEVEL REQUIRED								
175	Administration	338,383	421,119	505,191	544,314	706,197	4,085	710,282
999-131	Adult Drug Court Approp.	26,368	41,935	39,991	73,309	189,151	-	189,151
355	Animal Control	94,900	105,154	102,489	108,011	112,715	-	112,715
430	Animal Shelter	276,876	347,017	385,848	392,366	471,691	(5,209)	466,482
999-966	Building Rehab Approp.	311,061	-	427,012	-	-	-	-
900	Capital	-	-	-	-	-	-	-
999-249	Capital Replacement Approp.	84,835	-	427,013	-	-	-	-
334	Court Security	109,049	114,790	133,094	162,472	209,699	-	209,699
265	Courthouse & Grounds	593,927	622,952	680,912	764,405	812,271	(244)	812,027
999-638	Data Processing Approp.	84,835	-	427,012	-	-	-	-
426	Emergency Management	162,532	158,709	141,165	154,224	158,019	-	158,019
266	Health Department Building	130,445	138,872	158,681	178,609	184,621	(58)	184,563
999-668	Juvenile Justice Approp.	87,904	92,074	84,638	53,985	64,318	-	64,318
243	Land Information Services	439,517	507,210	504,874	495,878	569,392	-	569,392
999-145	Law Library Approp.	25,500	18,500	19,250	20,550	21,900	-	21,900
211	Legal Counsel	84,021	69,979	74,442	85,000	85,000	-	85,000
317	Snowmobile Enforcement	1,283	-	-	1,032	1,032	-	1,032
331	Marine	99,866	110,797	125,721	163,137	159,697	-	159,697
299	Miscellaneous	380,691	292,033	306,378	442,600	449,900	-	449,900
400	Planning & Zoning	296,271	290,861	265,624	315,553	431,470	(14,927)	416,543
441	Public Works	190,978	24,692	31,033	5,000	5,000	-	5,000
333	Road Patrol	113,315	108,945	121,341	127,497	131,236	-	131,236
689	Soldier/Sailor Relief	11,464	8,068	3,053	40,000	40,000	-	40,000
999-281	Swift & Sure Program	42,782	52,755	27,197	55,877	100,839	-	100,839
999-282	56B Sobriety Court	25,677	31,093	39,425	49,296	155,859	-	155,859
999-981	Vehicle Replacement Approp.	94,835	-	427,013	-	-	-	-
682	Veterans Affairs	39,054	43,822	43,863	55,169	56,932	-	56,932
681	Veterans Burial	29,400	25,200	21,600	37,500	37,500	-	37,500
	SUBTOTAL	4,175,769	3,626,577	5,523,860	4,325,784	5,154,439	(16,353)	5,138,086

BARRY COUNTY GENERAL FUND EXPENDITURES

[illegible]

BARRY COUNTY GENERAL FUND EXPENDITURES

Amendment A-25

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

BARRY COUNTY GENERAL FUND EXPENDITURES

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

BARRY COUNTY ALL BUDGETED FUNDS

Fund #	Fund Name	Projected BALANCE 12/31/2024	2025 Revenues	2025 Expenses	PROJECTED BALANCE 12/31/2025	Amended 2025 Revenues	Amended 2025 Expenses	PROJECTED BALANCE 12/31/2025
101	GENERAL FUND	2,236,311	22,013,834	22,013,834	2,236,311	22,013,834	22,013,834	2,236,311
	SPECIAL REVENUE FUNDS							
201	Road Commission	6,137,931	14,447,705	14,447,705	6,137,931	-	-	6,137,931
205	Central Dispatch	2,644,420	2,112,514	2,346,425	2,610,509	-	-	2,610,509
208	Charlton Park	118,352	864,200	864,200	118,352	-	-	118,352
215	Friend of the Court	539,003	1,381,252	1,610,481	309,774	-	-	309,774
225	Special Response Team	-	-	-	-	-	-	-
226	Sheriff's K-9 Donation Fund	25,378	500	2,700	23,178	-	-	23,178
227	Animal Shelter TNR - Bissell	7,198	40,000	-	47,198	-	-	47,198
228	Solid Waste	229,140	87,322	116,332	200,130	-	-	200,130
229	Animal Shelter TNR - Two Seven Oh	4,249	15,000	-	19,249	-	-	19,249
232	Animal Shelter Donation	327,939	22,000	67,000	282,939	-	-	282,939
233	Community Resource Network	11,029	6,000	6,000	11,029	-	-	11,029
236	Remonumentation Grant	36,296	62,000	62,000	36,296	-	-	36,296
243	Brownfield Redevelopment Authority	-	150,000	150,000	-	-	-	-
244	Commission on Aging Building	154,958	500	240,000	(84,542)	-	-	(84,542)
247	Thornapple Manor Depreciation	289,821	8,000	-	297,821	-	-	297,821
248	Building Rehabilitation	1,871,803	-	766,600	1,105,203	-	-	1,105,203
249	Capital Replacement	675,517	-	25,000	650,517	-	-	650,517
250	Parks & Recreation	149,799	146,909	156,000	140,708	-	-	140,708
251	UDSA RBD Grant	-	-	-	-	-	-	-
252	Agriculture Preservation	19,100	10,000	22,000	7,100	-	-	7,100
253	Master Land Use Plan	8,838	-	-	8,838	-	-	8,838
255	Economic Development	-	152,585	152,585	-	-	-	-
256	Register of Deeds Automation	156,595	52,000	70,000	138,595	-	-	138,595
259	Corrections Officer Trng.	69,536	5,000	10,000	64,536	-	-	64,536
260	Victims Services Unit Grant	1,864	1,200	2,900	164	-	-	164
261	Indigent Defense Fund	-	1,584,164	1,584,164	-	-	-	-
264	Concealed Pistol Licensing	75,395	45,300	52,736	67,959	-	-	67,959
265	Drug Law Enforcement	10,402	535	-	10,937	-	-	10,937
266	Special Investigation	11,339	-	-	11,339	-	-	11,339
267	Crime Victims Rights Week Grant	25,331	83,015	80,413	27,933	-	-	27,933
269	Law Library	12,779	28,400	28,400	12,779	-	-	12,779

BARRY COUNTY ALL BUDGETED FUNDS

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

BARRY COUNTY ALL BUDGETED FUNDS

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

2025 CAPITAL BUDGET

Amendment A-25

Page 1

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

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW / 2/18/25

DEPARTMENT: Administration

PREPARED BY: Eric Zuzga, County Administrator

SUBJECT: PACE Financing Program

SPECIFIC ACTION(S) REQUESTED:

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

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

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

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

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

TIME FRAME OF ACTION: Effective immediately.

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: Program of work and resolution attached

CONTACT PERSON WITH PHONE NUMBER: Eric Zuzga, County Administrator 269-945-1414

D R A F T

BARRY COUNTY, MICHIGAN



PACE PROGRAM REPORT

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

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INTRODUCTION

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

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

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

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

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

THE COUNTY PROGRAM REPORT

1. Form of PACE Contract

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

2. Authorized Official/PACE Administrator

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

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

3. Financing Parameters

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

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

4. Application Process/Eligibility Requirements

Application Process:

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

Eligibility Requirements:

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

5. Financing Terms of Assessments

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

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

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

6. Assessment Collection Process

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

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

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

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

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

7. Financing Program

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

8. Reserve Fund

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

9. Fee Schedule

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

10. Useful Life

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

11. Property Eligibility Parameters

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

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

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

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

12. Mortgage Consent Requirement

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

13. Marketing Program

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

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

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

15. Energy Audit or Energy Modeling Requirement

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

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

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

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

17. Amendments to the Program

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

APPENDIX A
SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING PURPOSES

PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)

by and among

BARRY COUNTY, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

Barry County PACE Special Assessment Agreement

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APPENDIX:

APPENDIX A:	PROGRAM ELIGIBILITY REQUIREMENTS
APPENDIX B:	SPECIAL ASSESSMENT PARCEL DESCRIPTION
APPENDIX C:	SPECIAL ASSESSMENT ROLL
APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT
APPENDIX I:	FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

Barry County PACE Special Assessment Agreement

PACE SPECIAL ASSESSMENT AGREEMENT **(OWNER-ARRANGED FINANCING)**

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

RECITALS:

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

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

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

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

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

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

Barry County PACE Special Assessment Agreement

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

Barry County PACE Special Assessment Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II DESCRIPTION OF IMPROVEMENTS

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

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ARTICLE III COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

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

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

ARTICLE IV PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

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

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

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

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

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

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

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

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

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

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

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

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Section 4.05 Payment Default.

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

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

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

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

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

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

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

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

ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the County's Obligations.

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

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

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

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

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

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

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

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

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

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the County.

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

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

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

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

Section 6.02 Representations and Warranties of the Property Owner.

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

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

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

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

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

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

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

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the County that:

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

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

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

ARTICLE VII DEFAULT

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

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

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

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

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

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

ARTICLE VIII MISCELLANEOUS

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

Section 8.02 Assignment.

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

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

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

Barry County PACE Special Assessment Agreement

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

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

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

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

Barry County PACE Special Assessment Agreement

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

Barry County PACE Special Assessment Agreement

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

PROPERTY OWNER

By:

Its:

State of Michigan)
) ss
County of Barry)

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

Notary Public

County, Michigan

My commission expires _____

Barry County PACE Special Assessment Agreement

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

LENDER

By:

Its:

State of _____)
) ss
County of _____)

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

Notary Public
____ County, _____
My commission expires _____

Barry County PACE Special Assessment Agreement

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

Barry County

By:

Its:

State of Michigan)
) ss
County of Barry)

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

Notary Public

_____County, Michigan

My commission expires _____

Barry County PACE Special Assessment Agreement

APPENDIX A **PROGRAM ELIGIBILITY CHECKLIST**

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

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

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

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

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

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

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

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

Barry County PACE Special Assessment Agreement

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCR:

Barry County PACE Special Assessment Agreement

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

County:

Owner:

Assessment:

Percent:

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

Dated

Barry County PACE Special Assessment Agreement

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

Barry County PACE Special Assessment Agreement

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

Barry County PACE Special Assessment Agreement

APPENDIX F

PACE Program Application

Property and Property Owner Information

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)

Parcel #: _____

Address: _____

Owner: _____

2. **Property Type** (double-click to check all that apply)

☐

Agricultural

☐

Commercial (including multifamily with 4 or more units)

- Type of commercial property - _____

☐

Industrial

☐

Nonprofit

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

Property Owner/Company Name: _____

Signatory Name: _____

Address: _____

E-mail Address: _____

Telephone Number: _____

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

☐

Individual

☐

LLP

☐

LLC

☐

Corporation

☐

501(c)3

☐

Other _____

5. **Property Valuation**

State Equalized Value (SEV): \$ _____

Date of SEV: _____

Valuation (per Appraisal): \$ _____

Date of Appraisal: _____

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

Amount

Type

End Date

\$ _____

\$ _____

Total Dollar Amount of Liens Against Property: \$ _____

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

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

Barry County PACE Special Assessment Agreement

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

Project Information

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

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

2. **Overall Project Cost:** _____

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

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

4. **Useful Life of Project Measures:** _____ years

5. **User ID for Energy Star Portfolio Manager** (for property): _____

PACE Loan Details

1. **PACE Lender/Capital Provider** (Lean & Green Michigan can make referrals if necessary.)

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

2. **Requested Assessment Amount**

Project Cost:	\$ _____
Energy Audit or Model	\$ _____
Engineering/Architect Plans	\$ _____
Building Permit Fees	\$ _____
Other (Please explain)	\$ _____
Total Assessment Amount:	\$ _____ (Total of all lines above)

3. **Requested Assessment Repayment Period:** _____ years

4. **Interest Rate Offered by Lender:** _____ %

Barry County PACE Special Assessment Agreement

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“Assignment”), dated effective as of date, (the “Effective Date”), is made by [LENDER] (“Assignor”) to _____ (“Assignee”). Assignor and Assignee are referred to at times, each individually as a “Party,” and collectively as the “Parties.”

Agreement

1. For good and valuable consideration and the payment of [PAYMENT AMOUNT], the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, Property Owner, and _____ (the “Transferred Interest”), together with all of Assignor’s rights to receive payments from Property Owner attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

Barry County PACE Special Assessment Agreement

(Name)

(Address)

(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

[LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

Barry County PACE Special Assessment Agreement

APPENDIX H

FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in Barry County, Michigan, PACE Program

This acknowledgement is granted date, 20__, by Name of Mortgage Holder (the “Lender”), and for the benefit of PROPERTY OWNER (the “Property Owner”), and Barry County in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, the County established the County Property Assessed Clean Energy (“PACE”) Program on date, 20__, by resolution, to promote installation of energy projects and/or environmental hazard projects.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated _____, 20__, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on _____, 20__ at _____, Page _____, Barry County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Barry County, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner’s participation in the County PACE Program and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the County PACE Program.

Barry County PACE Special Assessment Agreement

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN

COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, on behalf of _____.

_____, Notary Public

County, State of _____

Acting in _____ County

My Commission Expires:

Barry County PACE Special Assessment Agreement

APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings ("Waiver") is acknowledged on this ____ day of ____, 20__ by [Property OWNER]

Recitals

- A. Pursuant to Public Act No. 270 of 2010, as amended, Barry County established the Barry County PACE Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.
- B. The Property Owner has elected to participate in this program and plans to enter into a Special Assessment Agreement with Barry County and [LENDER] for the purpose of financing the installation of [IMPROVEMENTS] on its property.
- C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.
- D. The Property Owner has elected to waive this requirement.

IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

[PROPERTY OWNER]

By:

Its:

State of Michigan)
) ss
County Name County)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of _____ on behalf of _____.

Notary Public

_____ County, Michigan

My commission expires _____



Resolution

RESOLUTION 25-07

RESOLUTION OF INTENT TO ESTABLISH A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND CALLING PUBLIC HEARING

WHEREAS, the Barry County Board of Commissioners intends to authorize the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended ("PACE Statute"), for the purpose of promoting the use of renewable energy systems, energy efficiency improvements, water efficiency improvements and environmental hazard projects by owners of certain real property; and

WHEREAS, the Barry County Board of Commissioners intends to find that financing PACE projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, remediates or protects against environmental hazards, improves property values and increases employment in Barry County; and

WHEREAS, the types of projects, either energy efficiency improvements, water efficiency improvements, renewable energy systems, or environmental hazard projects that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the County Board; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems, mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather, and

Barry County Board of Commissioners
Resolution #25-07

WHEREAS, the Barry County Board of Commissioners intends to join Lean & Green Michigan™, and intends to utilize Lean & Green Michigan, LLC as PACE administrator (the “PACE Administrator”) to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of the PACE Statute (the “PACE Report”) shall be available on the County’s website at www.barrycounty.org, and shall be available for viewing at the office of the Barry County Clerk located at 220 W. State St., Hastings, MI 49058.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Barry County Board of Commissioners, being fully apprised of the PACE Program, finds that financing PACE projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, remediates or protects against environmental hazards, improves property values and increases employment in the County.
2. The Barry County Board of Commissioners, by adoption of this Resolution, formally states its intention to establish a PACE district, whose boundaries will be coterminous with Barry County’s jurisdictional boundaries, and a PACE Program as described in and for the reasons set forth in this Resolution.
3. The Barry County Board of Commissioners formally states its intention to provide a property owner based method of financing and funds for projects from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed, or used in connection with any project as required by and subject to the PACE Statute.
4. The Barry County Board of Commissioners, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as PACE Administrator.
5. The Barry County Board of Commissioners hereby sets a public hearing for March 11, 2025 at 9:00 a.m., at the Barry County Courthouse, 220 W. State St., Hastings, MI 49058 to receive comments on the proposed PACE Program, including the PACE Program Report.
6. The County Clerk is authorized and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution in a newspaper of general circulation in Barry County as a display advertisement prominent in size or follow the local method of announcing public hearings. The County Clerk shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on Barry County’s website in accordance with the requirements of the PACE Statute.

Barry County Board of Commissioners
Resolution #25-07

7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS: Members _____

NAYS: Members _____

ABSENT: Members _____

RESOLUTION DECLARED ADOPTED.

Sarah M. VanDenburg, Clerk
Barry County

The foregoing is a true and complete copy of a resolution adopted by the Barry County Board of Commissioners at a regular meeting held on February 25, 2025 at 9:00 a.m., notice of which was given pursuant to the Michigan Open Meetings Act, Public Act 267 of 1976.

Sarah M. VanDenburg, Clerk
Barry County

NOTICE OF PUBLIC HEARING

BARRY COUNTY, STATE OF MICHIGAN

ON THE ESTABLISHMENT OF A PACE
PROGRAM AND A PACE DISTRICT

TO ALL INTERESTED PERSONS IN BARRY COUNTY:

PLEASE TAKE NOTICE that the Board of Commissioners of Barry County, State of Michigan, (the “County”) will hold a public hearing on March 11, 2025 at 9:00 AM at 220 W State St., Hastings, MI 49058, to receive comments on the proposed Property Assessed Clean Energy (“PACE”) program and the proposed PACE report.

TAKE FURTHER NOTICE that the Board of Commissioners intends to establish a PACE program and to establish a PACE district, having the same boundaries as the County’s jurisdictional boundaries, pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), for the purposes of encouraging economic development, improving property valuation, increasing employment, reducing energy costs, reducing greenhouse gas emissions, and promoting the use of renewable energy systems and energy efficiency improvements.

TAKE FURTHER NOTICE that the PACE report, required by Section 9(1) of Act 270, is available on the County’s website \at www.barrycounty.org and is available for viewing at the office of the County Clerk located at 220 W State St., Hastings, MI 49058.

THIS NOTICE is given by order of the Board of Commissioners of Barry County.



Resolution

RESOLUTION #2025-0

RESOLUTION TO ESTABLISH PROPERTY ASSESSED CLEAN ENERGY PROGRAM

WHEREAS,

1. At its meeting of February 28, 2025, the County Board of Commissioners adopted a resolution of intent to establish and to hold a public hearing concerning the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district(s) pursuant to 2010 PA 270 as amended ("PACE Statute") to promote "projects" as defined by the PACE Statute to include "renewable energy systems, energy efficiency improvements, water usage improvements and environmental hazard projects by owners of certain real property."
2. The County Board held a public hearing on the proposed PACE Program on March 11, 2025 during which the County Board heard comments on the proposed PACE program from anyone wishing to address the Board concerning it.
3. Financing projects as defined by the PACE Statute is a valid public purpose.
4. The proposed PACE program as described in the Barry County PACE Program Report, attached as Exhibit A, would provide financing for projects with property owner-arranged loans from a commercial lender the repayment of which, if approved by the property owner with the consent of any mortgage holder, would be made and secured by assessments against the property benefited by the PACE projects, so that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any PACE project.
5. The types of projects that may be so financed, the administration of the PACE Program, the manner of establishing PACE Districts within the County in which the PACE Program may be used, and other details of the proposed PACE Program, as required by the PACE Statute, are set forth in detail in PACE Program Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The Barry County Board of Commissioners establishes the Barry County PACE Program and creates a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended, the terms and conditions of which are set forth in the PACE Program Report

Barry County Board of Commissioners
Resolution #25-0

attached as Exhibit A and incorporated by reference, which PACE Program Report is approved.

2. All aspects of the Barry County PACE Program may be amended by approving resolutions of the Board of Commissioners without a new public hearing.
3. The County may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the Barry County PACE Program, in whole or in part, and the County Administrator or their designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by the PACE Statute or other applicable law.
4. The County Board of Commissioners, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as a PACE Administrator.
5. All resolutions and parts of resolutions are, to the extent of any conflicts with this resolution, are rescinded.

YEA: _____

NAY: _____

ABSENT: _____

RESOLUTION NO. ____ ADOPTED.

The foregoing resolution was adopted at a regular meeting of the Barry County Board of Commissioners on March 11, 2025.

Sarah M. VanDenburg, Clerk
Barry County

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW / 2/18/25

DEPARTMENT: Administration

PREPARED BY: Eric Zuzga, County Administrator

SUBJECT: Earned Sick Time Act Policy

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners adoption of the attached policy #400-404, to bring the county in to compliance with the Earned Sick Time Act (PA 338 of 2018).

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

DESCRIPTION OF ACTION: The Earned Sick Time Act is requiring the County adjust our policies to comply with additional requirements for earning and the use of sick time. A proposed policy update was provided by the County Attorney and is attached. The law is effective on 2/21/25, but will only impact non-union employees until such time as the union contracts expire, 12/31/25 for all of our bargaining units.

There are efforts to make changes to the act in the legislature at this time. If any changes are made prior to final approval of the Board of Commissioners, we will update the draft. Any changes after the BOC approval, will be presented as soon as changes can be made.

TIME FRAME OF ACTION: Effective immediately.

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: Policy attached

CONTACT PERSON WITH PHONE NUMBER: Eric Zuzga, County Administrator 269-945-1414



Barry County

Section Name: Personnel, Compensation, and Benefits
Section Number: 400
Policy Number: 404

Effective Date: 2-25-25
Revision Date:

Purpose: The purpose of this policy is to establish a policy to bring the County in to Compliance with the Earned Sick Time Act (PA 338 of 2018).

- B. Authority: Barry County Board of Commissioners.
- C. Application: The rules and regulations herein set forth apply to all non-union employees under the authority of the Barry County Board of Commissioners.
- D. Responsibility: The Board of Commissioners shall be responsible for the implementation of this policy. The Administrator shall be responsible for the administration of this policy.
- E. Definitions: None
- F. Policy:

Effective February 21, 2025, all employees, including full-time, part-time, temporary and seasonal, will accrue paid sick leave time at one (1) hour for every thirty (30) hours worked. Employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act, 29 USC 213(a)(1), are assumed to work forty (40) hours per week unless the employee's normal work week is less than forty (40) hours, in which case earned sick leave time accrues based upon that normal work week. Employees may use up to a maximum of the balance of their respective accrued paid sick leave per year. Earned paid sick leave time may be used in increments of 15 minutes.

Employees may use paid sick leave for any of the following reasons:

- (1) when time off of work is needed for personal or a family member's illness, injury or health condition;
- (2) for various reasons in the event the employee or employee's family member is a victim of domestic violence or sexual abuse (i.e., counseling, attendance at criminal proceedings, to relocate);
- (3) for meetings at a child's school or place of care related to the child's health, disability or effects of domestic violence or sexual assault on the child; or
- (4) in cases of public health emergency where a public health official has:
 - closed Employer's office;

- closed the school of the employee's child who needs home care; or
- determined that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
- to supplement the portion of an employee's pay not covered by short-term disability pay and may be used in accordance with the County's FMLA policy

A family member includes:

- a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis;
- a biological parent, foster parent, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child;
- a person to whom the employee is legally married under the laws of any state or domestic partner;
- a grandparent;
- a grandchild;
- a biological, foster or adopted sibling; and
- any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The use of paid sick leave must be approved by the employee's supervisor or office manager. An employee requesting paid sick leave should complete and submit a paid sick leave form at least seven (7) days' prior to the first day of sick leave. If the need for sick leave is not foreseeable, an employee must give notice of the need for such sick leave as soon as practicable and complete and submit a paid sick leave form within seven (7) hours of returning to work. If the employee's absence due to illness or injury exceeds the amount of accrued paid sick leave, the employee must seek and obtain approval for other leave such as Family Medical Leave or vacation time.

Earned but unused paid sick leave may be carried over from one year to the next. For purposes of this Policy, a "year" runs from January 1st to December 31st. Employees may not buy-out any unused sick time at the end of each year.

For earned paid sick leave time of more than three (3) consecutive days, the Employer may require reasonable documentation demonstrating that the earned paid sick leave time has been used for an above-stated purpose. Upon request, an employee shall provide the documentation to the Employer in a timely manner. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. Documentation providing details of the nature of the illness is not required.

In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee shall be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic

violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization; or (c) a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault. The Employer shall not require documentation explaining the details of the violence.

In cases where documentation is requested, the Employer shall pay any out-of-pocket costs incurred by the employee in obtaining the documentation. All documentation received by the Employer pursuant to this Policy shall be kept confidential and shall not be disclosed except to the employee or with the employee's permission.

Paid sick leave is paid at the employee's regular rate of pay. Payments of paid sick leave shall not exceed the employee's normal straight time hourly, daily, or weekly earnings. If any employee is paid for sick leave which is subsequently denied, the overpayment may, as permitted by law, be deducted from the employee's next paycheck and/or future paychecks.

Paid sick leave days converted into an employment termination bonus shall be paid at the rate of sixty-seven percent (67%). Paid sick leave shall be compensated on the basis of eight (8) hours of the regular rate of the employee as of the date the sick days are converted into a termination bonus. However, if an employee chooses not to cash out the accrued time at their separation from their employment with Employer and is rehired by the Employer within six (6) months of separation, the employee's accrued but unused or not paid out earned paid sick leave time shall be reinstated in full and the employee shall begin accruing paid sick leave time as set forth in this Policy.

Retaliatory actions against an employee for requesting or using paid sick leave time is prohibited. If an employee believes that the Employer has violated this Policy, that employee may bring a civil action or file a complaint with the Michigan Department of Licensing and Regulatory Affairs.

Administrator/Legal Counsel Review: The County Attorney has determined that this policy as submitted contains content that appears to be legal activities of the Barry County Board of Commissioners and complies with State statute.

Legislative History of Authority for Creation or Revision:
Adopted pursuant to action of the Barry County Board of Commissioners, dated