

Please be advised that the Barry County Board of Commissioners has scheduled a Board of Commissioners meeting on November 8, 2016 at 9:00 a.m.  
for the purpose of:

**AGENDA**  
for Barry County Board of Commissioners  
November 8, 2016; 9:00 a.m.; Commission on Aging  
For more information go to: [www.barrycounty.org](http://www.barrycounty.org)

1. Call To Order at 9:00 a.m.
2. Moment of Silence/Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Written Agenda (including consent items & items for discussion)
6. Limited Public Comment (3 minutes per person)
7. Various Correspondence
8. Consent Items (voted upon at one time by roll call vote):
  - a. Approval of October 25, 2016 Board of Commissioners meeting minutes.
  - b. Approval of November 1, 2016 Committee of the Whole meeting minutes.
  - c. Approval to appoint Shawn Winters to serve on the Barry County Transit Board for the remainder of a three-year term that began on 1/1/16 and expires on 12/31/18.
  - d. Approval to re-appoint Dave McIntyre to serve on the Department of Human Services Board for a three year term beginning on November 1, 2016 and expiring on October 31, 2019.
  - e. Approval to appoint Dr. Patrick Hansma, D.O. as a Deputy Medical Examiner for Barry County.
  - f. Approval of the FY2017 Michigan Drug Court Grant Program – SCAO, and authorize the Chairperson to sign it.
  - g. Approval of the Agreement for Airport Management Services between the Hastings City/Barry county Airport Commission and Mark Noteboom effective January 1, 2017 through December 31, 2019 as recommended by the Hastings City/Barry County Airport Commission.
  - h. Approval of the renewal agreement between Barry County and VARIPRO of Grand Rapids, Michigan, effective January 1, 2017 through December 31, 2017 for Short Term Disability Administration and authorize the County Administrator to sign it.

**(roll call vote)**
9. Presentations: Bonnie Toskey, Attorney at Law – Register of Deeds Policy Change Update
10. Public Hearings: Application to MSHDA for the Homebuyer Purchase Rehab Grant for Barry County
11. Items for Consideration (roll call vote indicated)
  - a. Approval of transfers and disbursements:  
Approval of pre-paid invoices in the amount of \$10,540,203.18
  - b. Approval of claims in the amount of \$255,579.29
  - c. Approval of Commissioner Reimbursements (mileage) in the amount of \$358.41 **(roll call vote)**

- d. Approval to authorize Marilyn Smith to submit a proposal in response to the RFP and Notice of Funding Availability (NOFA) issued on September 20, 2016 by the Michigan State Housing Development Authority (MSHDA) to express interest in applying for funds to assist residents with homeowner rehabilitation and/or homebuyer activities via the Housing Initiatives Division **(roll call vote)**
- e. Approval of the attached Memorandum of Understanding with the Eaton County Board of Commissioners for Barry-Eaton District Health Department Funding. **(roll call vote)**

- 12. Unfinished Business
- 13. New Business:
- 14. Legislative Update
- 15. County Administrator's Report
- 16. Chairperson's Report
- 17. Vice Chairperson's Report
- 18. Commissioner Reports (for items not on the Agenda)
- 19. Limited Public Comment (3 minutes per person)
- 20. Other Business
- 21. Adjournment

Craig Stolsonburg, Chair  
Barry County Board of Commissioners

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

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

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

**Barry County Board of Commissioners**  
**October 25, 2016; 9:00 a.m.; Commission Chambers**  
**MINUTES**

1. Chair Stolsonburg called the regular session of the Barry County Board of Commissioners to Order at 9:00 a.m. in the Barry County Commission Chambers.
2. Moment of Silence/Invocation by Commissioner Stolsonburg.
3. Those present stood and said the Pledge of Allegiance to the Flag of the United States of America.
4. Roll Call was taken. The following members were present: Vivian Conner, James Dull, Ben Geiger, Howard Gibson, David Jackson, Jon Smelker, and Craig Stolsonburg. Also present: Clerk Pam Palmer.
5. APPROVAL OF WRITTEN AGENDA: (including consent items & items for discussion).  
  
Moved by Gibson, seconded by Geiger to approve the written agenda. All ayes. Motion carried.
6. LIMITED PUBLIC COMMENT: (3 minutes per person)
  - Jim Brown, Supervisor of Hastings Charter Township distributed a handout to the commissioners that asks for a joint meeting with the County Commissioners, Township Assessors and the Register of Deeds concerning the ability for township assessors to access records from the Register of Deeds.
  - Mike Bremer also commented on the new policy of the Barry County Register of Deeds.
7. VARIOUS CORRESPONDENCE: None.
8. Consent Items (voted upon at one time by roll call vote):
  - a. Approval of October 11, 2016 Board of Commissioners meeting minutes.
  - b. Approval of October 18, 2016 Committee of the Whole meeting minutes.
  - c. Approval to schedule a public hearing at the regular meeting of the Board of Commissioners on November 8, 2016 at 9:00 a.m. for input regarding an application to the Michigan State Housing Development Authority Community Development Division for a Homebuyer Purchase Rehab grant for Barry County, and following the public hearing to authorize Marilyn Smith to submit a proposal in response to the RFP and Notice of Funding Availability (NOFA) issued on September 20, 2016 by the Michigan State Housing Development Authority (MSHDA) to express interest in applying for funds to assist residents with homeowner rehabilitation and/or homebuyer activities via the Housing Initiatives Division.

- d. Approval of the attached reimbursement grant agreement in the amount of \$10,000 with Two Seven Oh, Inc. to continue the TNR program.
  - e. Approval of the following Adult Specialty Courts Grant Contracts for FY2017: Adult Drug Court - Drug Court – Michigan Drug Court Grant Program and Byrne JAG Grant, 56B District Sobriety Court – Michigan Drug Court Grant Program, and Swift & Sure Sanctions Probation Program – SCAO, and authorize the Chairperson to sign them.
  - f. Approval of the Michigan Department of Agriculture Farmland and Open Space Preservation Program applications (more commonly known as PA 116) #16-8 and #16-9 for Lockshore Dairy LLC in Sections 32 and 33 of Barry Township.
  - g. Approval to award grants from the Barry County Parks and Recreation Fund and to approve following grant agreements with Barry County: City of Hastings in the amount of \$1,000; Thornapple Kellogg Schools in the amount of \$1,000; Township of Orangeville in the amount of \$1,000; Village of Woodland in the amount of \$1,000; Prairieville Township Parks and Recreation Commission in the amount of \$500 and Thornapple Township in the amount of \$500.
  - h. Approval of the 2017 Health Insurance plans for Barry County employees as recommended by the Barry County Healthcare Cost Containment Committee.
  - i. Approval to Transfer \$1,750,000 from the 100% Tax Payment Fund to the Retirement Fund to reduce the Unfunded Accrued Liability for the General Fund Pension Divisions.
- (roll call vote)**

Moved by Jackson, seconded by Geiger to approve the consent items has listed above. Roll call vote. Ayes: Conner, Dull, Geiger, Gibson, Jackson, Smelker & Stolsonburg. Nays: None. Motion carried.

9. Presentations: None

10. PUBLIC HEARINGS: Barry County 2017 Proposed Budget  
<http://www.barrycounty.org/wp-content/uploads/2016/10/2017-Proposed-Budget-9-20-16-1.pdf>

Commissioner Stolsonburg closed the regular meeting at 9:07 am. and opened the public hearing for the 2017 Proposed Barry County Budget at 9:07am.

#### PUBLIC COMMENT REGARDING THE BARRY COUNTY 2017 PROPOSED BUDGET:

- Patricia Johns expressed her personal opinion and disappointment that the Parks & Recreation Board did not receive an increase in their 2017 budget.
- Mike Bremer commented on enhancing the recreational amenities in Barry County by spending more on Barry County Parks & Recreation.
- Elden Shellenbarger urged the commissioners to work with the DNR to keep our trails open.

Commissioner Stolsonburg closed the public meeting at 9:12 am and re-opened the regular meeting with all commissioners present.



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

a. Approval of transfers and disbursements:

Approval of claims in the amount of \$111,264.51 **(roll call vote)**

Moved by Conner, seconded by Smelker for approval of claims in the amount of \$111,264.51. Roll call vote. Ayes: Conner, Dull, Geiger, Gibson, Jackson, Smelker & Stolsonburg. Nays: None. Motion carried.

b. Approval of Resolution #16-15, Resolution to Adopt the 2017 Barry County Budget and General Appropriations Act. **(roll call vote)**

Moved by Conner, seconded by Smelker for approval of Resolution #16-15, Resolution to Adopt the 2017 Barry County Budget and General Appropriations Act. Roll call vote. Ayes: Conner, Dull, Geiger, Gibson, Jackson, Smelker & Stolsonburg. Nays: None. Motion carried.

c. Approval of Resolution #16-16 Fair Housing Policy Resolution **(roll call vote)**

Moved by Conner, seconded by Jackson for approval of Resolution #16-16 Fair Housing Policy Resolution. Roll call vote. Ayes: Conner, Dull, Geiger, Gibson, Jackson, Smelker & Stolsonburg. Nays: None. Motion carried.

d. Approval of Budget Amendment C-16. **(roll call vote)**

Moved by Conner, seconded by Dull for approval of Budget Amendment C-16. Roll call vote. Ayes: Conner, Dull, Geiger, Gibson, Jackson, Smelker & Stolsonburg. Nays: None. Motion carried.

12. UNFINISHED BUSINESS: None.

13. NEW BUSINESS: None.

14. LEGISLATIVE UPDATE: None.

15. COUNTY ADMINISTRATOR'S REPORT: None.

16. CHAIRPERSON'S REPORT: Commissioner Stolsonburg indicated that he had emailed a copy of the administrator evaluation form to each of the commissioners for their completion to be returned to him by next week. He also reminded the commissioners of the Active Shooter Training on November 18, 2016 through the Sheriff's Department, which is being offered at 9:00 am or 1:00 pm. Also, Kalamazoo Mental Health is offering First Aide training on Thursday, November 17, 2016 in Kalamazoo.

17. VICE CHAIRPERSON'S REPORT: Commissioner Conner attended both the Prairieville & Yankee Springs Township meetings, as well as the Parks & Recreation Board Meeting & Commission on Aging Board meeting. She has met twice with Barb Hurless and discussed the new procedures that Barb would like to initiate in the Register of Deeds Office.

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

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

- Sharon Zebrowski commented on the Halloween party this Saturday at Charlton Park from 2 – 6 pm. Prizes will be awarded, along with refreshments.
- Dar Leaf updated the commissioners on the floor repairs at the Sheriff's office, & the intercom system replacement from the lightning strike on the tower has been completed.
- Elden Shellenbarger urged the commissioners to implement a fee schedule for use of electronic devices.

20. OTHER BUSINESS: None.

21. ADJOURNMENT: Motion by Jackson, seconded by Smelker to adjourn at 9:25 am. Motion carried.

\_\_\_\_\_  
Craig Stolsonburg, Chair  
Barry County Board of Commissioners

\_\_\_\_\_  
Pamela A. Palmer  
Barry County Clerk

Approved: \_\_\_\_\_  
Date & Initial when approved

Barry County Board of Commissioners - Committee of the Whole  
November 1, 2016; 9:00 a.m.; Commission Chambers  
Minutes

Members Present: Commissioners Vivian Conner, James Dull, Howard Gibson, Jon Smelker, David Jackson, and Craig Stolsonburg. Commissioner Ben Geiger arrived at 9:03 am. Clerk Pam Palmer was also present.

Others present: Luella Dennison, Michael Brown, Jean Gallup, Julie Makarewicz, Dep. Mark Fleser, John Resseguie, Sharon Zebrowski, Rick Moore, Dave Shinavier, Larry Bass, Jim & Teri Enrietti, Joe Bleam, Jim Carr, Mike Snyder, Shawn Winters, Mark Feldpausch, Matt Houchlei, Larry Watson, Ines Straube, Don Haney, Don Hunt, Dennis McKelvey, Dave McIntyre, and Dan Patton.

Chair Stolsonburg called the meeting to order at 9:00 am.

Those present stood and said the Pledge of Allegiance.

**PUBLIC COMMENT:**

- Mike Snyder commented on the successful Charlton Park Halloween event last weekend.
- Jim Carr urged the Board of Commissioners to act on the Register of Deeds' assessor policy that was recently implemented and not enter into any intergovernmental agreement until the issue has been resolved.
- Commissioner Stolsonburg informed the public that the Board was waiting for an opinion from Atty. Toskey in regard to the Register of Deeds matter, and that the next Committee of the Whole meeting would be held on November 22, 2016 and the Board of Commissioners meeting scheduled for November 22, 2016 would be rescheduled to November 29, 2016.

INTERVIEWS FOR BARRY COUNTY TRANSIT BOARD (1 position, partial term):

Shawn Winters interviewed from 9:08 am to 9:15 am.

Joseph Bleam interviewed from 9:16 am to 9:20 am

INTERVIEW FOR BARRY COUNTY DEPARTMENT OF HUMAN SERVICES BOARD (1 position):

Dave McIntyre interviewed from 9:20 am to 9:25 am

Moved by Conner, seconded by Dull to recommend to the Board of Commissioners approval to reappoint Dave McIntyre to serve on the Department of Human Services Board for a three year term beginning on November 1, 2016 and expiring on October 31, 2019. All ayes. Motion carried.

Moved by Dull, seconded by Gibson to recommend to the Board of Commissioners approval to appoint Shawn Winters to serve on the Barry County Transit Board for the remainder of a three-year term that began on January 1, 2016 and expires on December 31, 2018. Discussion. All ayes. Motion carried.

Ines Straube – FY 2017 Michigan Drug Court Program Juvenile Drug Court Grant

Moved by Gibson, seconded by Jackson to recommend to the Board of Commissioners approval of the FY 2017 Michigan Drug Court Grant Program – SCAO, and authorize the Chairperson to sign it. All ayes. Motion carried.

Michael Brown – 1) Appointment of Deputy Medical Examiner, Dr. Patrick Hansma, D.O.

Moved by Smelker, seconded by Conner to recommend to the Board of Commissioners appointment of Dr. Patrick Hansma, D.O. as a Deputy Medical Examiner for Barry County. All ayes. Motion carried.

2) Renewal of Short-Term Disability TPA Agreement with VARIPRO  
(f/k/a Professional Benefits Services, Inc.)

Moved by Jackson, seconded by Smelker to recommend renewal of the agreement between Barry County and VARIPRO of Grand Rapids, Michigan, effective January 1, 2017 through December 31, 2017 for Short Term Disability Administration and authorize the County Administrator to sign it. Discussion. All ayes. Motion carried.

3) Renewal of Airport Manager Agreement with Mark Noteboom

Moved by Gibson, seconded by Geiger to recommend to the Board of Commissioners approval of the Agreement for Airport Management Services between the Hastings City/Barry County Airport Commission and Mark Noteboom effective January 1, 2017 through December 31, 2019 as recommended by the Hastings City/Barry County Airport Commission. Discussion. All ayes. Motion carried.

Recess at 9:38 am. Resume meeting at 9:48 am with all commissioners present.

Commissioner Geiger – Memorandum of Understanding for Health Department Funding

Moved by Jackson, seconded by Smelker to recommend to the Board of Commissioners approval of the attached revised memorandum of understanding with the Eaton County Board of Commissioners changing the end date in paragraph number six to December 31, 2017. Discussion. Roll call vote. Ayes: Geiger, Gibson, Smelker, Jackson & Stolsonburg. Nays: Conner & Dull. Motion carried.

PUBLIC COMMENT: None.

Commissioner Jackson announced that there will be a lasagna dinner at the Episcopal Church in Hastings on November 4, 2016 from 4:30 – 7:30 pm. All proceeds will go the spay/neuter program at the Barry County Humane Society.

ADJOURNMENT: at 10:31 am.

---

Craig Stolsonburg, Chair  
Barry County Board of Commissioners

---

Pamela A. Palmer  
Barry County Clerk

Approved: \_\_\_\_\_  
Date & Initial when approved



## AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Nov. 8, 2016, Board of Commissioners

DEPARTMENT: Board of Commissioners

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Appointment of Member to Serve on Barry County Transit Board

**SPECIFIC ACTION(S) REQUESTED:** To recommend to the Board of Commissioners approval to appoint an individual to serve on the Barry County Transit Board for the remainder of a three-year term that began on 1/1/16 and expires on 12/31/18.

**SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):** Approval to appoint Shawn Winters to serve on the Barry County Transit Board for the remainder of a three-year term that began on 1/1/16 and expires on 12/31/18.

**DESCRIPTION OF ACTION:** There are three members of the Barry County Transit Board appointed by the Board of Commissioners. Two of the members are county commissioners who are appointed annually to serve a one-year term; the third member serves for a three-year term. Mr. Radant was appointed to serve a three year term in November 2015, but he recently passed away. The vacant position was advertised and two individuals applied to serve the remainder of the term.

**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:** The term for this position renews every three years.

**ANY OTHER PERTINENT INFORMATION:** Attached is the application from Shawn Winters along with the membership roster for the Transit Board.

**CONTACT PERSON WITH PHONE NUMBER:** Michael Brown, County Administrator, 269-945-1284 or Bill Voigt, Transit Director, 269-948-8174.

## Luella Dennison

**From:** webmaster [dshinavier@barrycounty.org]  
**Sent:** Tuesday, October 11, 2016 4:09 PM  
**To:** Luella Dennison  
**Subject:** New submission from Barry County Board/Commission Application

RECEIVED

OCT 11 2016

### APPLICATION FOR APPOINTMENT TO:

- Transit

#### Name

Shawn Winters

#### Date

10/11/2016

#### Phone

(616) 862-3631

#### Email

[swintersus@gmail.com](mailto:swintersus@gmail.com)

#### Address

3632 s charlton park road  
hastings, Michigan 49058  
United States  
[Map It](#)

#### Employer

53rd bank

#### Occupation

finance

#### Township

Hastings

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

Yes

Can you attend evening meetings?

Yes

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

Thornapple Players Board Member, EWWA Board Member, Assistant Coach for Hastings Jr Eteam, Summerfest Committee, Rotarian

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

Since I have worked on many boards, I have the experience needed to help complete projects and work with different personalities in a positive, productive manner.

Please explain below why you wish to serve :

I feel it is important to work and serve in the community you live in. I want to help promote and grow the City of Hastings and having reliable transportation is crucial for this to happen.

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

No

**I have read and understand the conditions stated above:**

Yes



## AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: 11/8/16, Board of Commissioners

DEPARTMENT: Commissioners

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Appointment to the Dept. of Human Services Board

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval to re-appoint Dave McIntyre to serve on the Department of Human Services Board for a three year term beginning on November 1, 2016 and expiring on October 31, 2019.

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

Approval to re-appoint Dave McIntyre to serve on the Department of Human Services Board for a three year term beginning on November 1, 2016 and expiring on October 31, 2019.

DESCRIPTION OF ACTION: The Department of Human Services Board consists of three members, appointed from persons residing within the county and not holding an elective office, for three-year terms. Two members shall be appointed by the Board of Commissioners and one member by the director of social services. One of the positions appointed by the Board of Commissioners has a term expiring 10/31/16. Mr. McIntyre serves in this position and he has applied to serve another term. There were no other applicants for the position.

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: Staggered terms renew every three years.

ANY OTHER PERTINENT INFORMATION: Application, current board roster and an Excerpt of The Social Welfare Act, Act 280 of 1939, 400.46 regarding membership are attached.

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



**BARRY COUNTY BOARD OF COMMISSIONERS**  
**APPLICATION FOR APPOINTMENT TO:**

RECEIVED

OCT 07 2016

<input type="checkbox"/> Airport Commission	<input type="checkbox"/> Animal Shelter Advisory Bd.	<input type="checkbox"/> Board of Canvassers
<input type="checkbox"/> Building Authority	<input type="checkbox"/> Central Dispatch/E911	<input type="checkbox"/> Charlton Park Village/Museum*
<input type="checkbox"/> Commission on Aging	<input type="checkbox"/> Community Corrections	<input type="checkbox"/> Construction Board of Appeals
<input checked="" type="checkbox"/> Department of Human Services	<input type="checkbox"/> Farmland Promotion Board	<input type="checkbox"/> Local Emergency Planning
<input type="checkbox"/> Mental Health & Substance Abuse Bd	<input type="checkbox"/> Parks & Recreation*	<input type="checkbox"/> Planning Commission*
<input type="checkbox"/> Road Commission	<input type="checkbox"/> Solid Waste Oversight Committee	<input type="checkbox"/> Tax Allocation Board
<input type="checkbox"/> Transit	<input type="checkbox"/> Veteran's Affairs Committee	<input type="checkbox"/> Zoning Board of Appeals*

\* Denotes evening meetings

**Please check the board(s) above to which you are applying**

*Please be advised that this is a public document.*

Name (Please print): DAVE MCINTYRE

Township: \_\_\_\_\_

Address: 804 S. JEFFERSON

City/State/Zip: HASTINGS, MI 49058

Daytime Phone: 269-818-9632

Evening Phone: 269-953-1045

E-mail Address: DAVE.MCINTYRE567@  
YAHOO.COM

Occupation: NEWSCASTER

Employer: WBCH RADIO

Can you attend meetings between 8:00 a.m. - 5:00 p.m.? ☒ Yes No Evenings? ☒ Yes No

Please list membership on any other board/committee/authority (attach separate sheet if needed):

FORMER HASTINGS CITY COUNCIL 2 TERMS  
CURRENT MEMBER DEPT. OF HEALTH & HUMAN SERVICES  
BARRY COUNTY BOARD.

Please indicate experience and/or qualifications that would help make you an effective member of each

board/committee/authority for which you have applied: CURRENT MEMBER OF  
BARRY COUNTY SILENT OBSERVER.

MEMBER NATURE BOARD,

OPERATOR OF THE HASTINGS NATIONAL WEATHER  
SERVICE CLIMATOLOGICAL WEATHER STATION.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please explain below why you wish to serve (attach separate sheet if needed): \_\_\_\_\_

MY DESIRE IS TO CONTINUE SERVING ON THIS BOARD  
WITH MY FELLOW BOARD & ADMINISTRATIVE STAFF  
PROVIDING THE VERY BEST AND QUALITY CARE  
FOR OUR BARRY COUNTY CITIZENS AT THORNAPPLE MANOR<sub>X</sub>

Have you ever been convicted of a felony? Yes ☐ No ☒

<sub>X</sub> AND BCHHS

If yes, state when, where, and nature of offense: \_\_\_\_\_

Please list any conflicts of interest you may have if chosen for this position: NONE

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

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

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

Signature: \_\_\_\_\_

*Dave Mc Intyre*

Date: \_\_\_\_\_

*10/06/2016*

**Please return to: Barry County Administration, 220 W. State St., Hastings, MI 49058  
Phone: (269) 945-1284 Fax: (269) 948-4884**

**DEPARTMENT OF HUMAN SERVICES**

(Three Year Terms)

NAME	TERM BEGINS	TERM ENDS
David McIntyre	11-1-13	10-31-16
Chelsey Allen Foster (apptd. 11/26/13)	11-1-14	10-31-17
Brad Johnson*	11-1-12	10-31-15
Vivian Conner	1/1/16	12/31/16

\*Gubernatorial Appointment

[illegible]

## Addresses

David McIntyre	804 S. Jefferson, Hastings, MI 49058	269-945-0447
Chelsey Allen Foster	1053 Auburn Road, Hastings, MI 49058	269-798-7032(w) 989-763-1058(c)
Brad Johnson	305 N. Michigan Ave., Hastings, MI 49058	948-0005(h), 945-9163(w) and 616-581-7858 (c)
Vivian Conner	12563 Blue Lagoon Rd., Shelbyville, MI 49334	269-838-8740

## AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, 11/8/16

DEPARTMENT: Medical Examiner

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Appointment of Deputy Medical Examiner

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners appointment of Dr. Patrick Hansma, D.O. as a Deputy Medical Examiner for Barry County.

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

Approval to appoint Dr. Patrick Hansma, D.O. as a Deputy Medical Examiner for Barry County.

DESCRIPTION OF ACTION: Barry County is required by state law to provide medical examiner services for the County and to appoint a Medical Examiner and Deputy Medical Examiners to fulfill the duties prescribed by state law.

During the years up to and including 2006 Barry County contracted with local physicians to serve as and perform the duties of Medical Examiner (ME.) In 2007, after the death of then Medical Examiner Jeff Chapman, the County sought proposals from local physicians to continue to serve as ME. Unsuccessful at getting any proposals locally, the County widened its search and in 2007 contracted with Sparrow Forensic Pathology in Lansing to provide ME services for the County. Sparrow Forensic Pathology continues to provide ME services for Barry County under an agreement that runs through 2019. Philip R. Croft, M.D. is the County's Chief Medical Examiner and by way of attached correspondence the Medical Examiner's Office is requesting the appointment of a Deputy Medical Examiner by the Board of Commissioners. The letter and resume are attached.

TIME FRAME OF ACTION: As soon as possible.

FUNDING REQUIRED: NO

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: NA.

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: NA

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





Improving the health of the people in our communities by  
providing quality, compassionate care to everyone, every time

18 October 2016

Chairperson Craig Stolsonburg  
Barry County Board of Commissioners  
Barry County Courthouse  
220 West State Street  
Hastings, MI 49058

Dear Commissioner Stolsonburg,

I am pleased to announce that Dr. Patrick Hansma will join Sparrow Forensic Pathology on November 2, 2016. Dr. Hansma is board-certified in Anatomic and Clinical Pathology and has recently completed his fellowship in Forensic Pathology at the Cuyahoga County Medical Examiner's Office in Cleveland, Ohio.

Attached, please find a copy of Dr. Hansma's curriculum vitae and proof of his medical licensure in Michigan. The law requires that the Barry County Board of Commissioners appoint Dr. Hansma as a Deputy Medical Examiner to allow him to sign death certificates and cremation permits.

I kindly request that you appoint Dr. Hansma as a Deputy Medical Examiner at your Board's earliest opportunity. Please contact me if you need any additional information or have questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Luke R. Vogelsberg".

Luke R. Vogelsberg, D-ABMDI  
Supervisor

**Forensic Pathology**  
Medical Examiner's Office

Michael A. Markey, M.D.  
Philip R. Croft, M.D.  
John A. Bechinski, D.O.

1215 E. Michigan Avenue  
P.O. Box 30480  
Lansing, Michigan 48909-7980

T 517.364.2561  
F 855.300.7312  
**Sparrow.org**



**PATRICK A. HANSMA, DO**

ptrkhansma@gmail.com

8333 Oxford Lane

Grand Blanc, MI 48439

(616) 485-1255

---

**EMPLOYMENT:**

2016	Deputy Medical Examiner Genesee County Medical Examiner's Office	Flint, MI
------	---	-----------

**EDUCATION AND TRAINING:**

2015-2016	Fellowship: Forensic Pathology Cuyahoga County Medical Examiner's Office	Cleveland, OH
2011-2015	Residency: Anatomic and Clinical Pathology Beaumont Health System William Beaumont Hospital, Royal Oak	Royal Oak, MI
2011	Degree: Doctor of Osteopathic Medicine (D.O.) Michigan State University College of Osteopathic Medicine	East Lansing, MI
2005	Degree: Bachelor of Science Grand Valley State University Major: Biomedical Science	Allendale, MI

**LICENSURE:**

2015	State Medical Board of Ohio License Number 011711
2014	Michigan Board of Osteopathic Medicine and Surgery License Number 5101019289
2009-2012	Passed COMLEX Levels 1, 2-CE, 2-CK, and 3 Passed USMLE Steps 1 and 2CK

**CERTIFICATION:**

2015	American Board of Pathology, Primary Certifications: Anatomic Pathology Clinical Pathology
------	--

**RESEARCH:**

**Articles**

- 2015 Hansma P, Diaz FJ, Njiwaji C. Fatal liver cyst rupture due to anabolic steroid use: a case presentation. Am J Forensic Med Pathol. 2015 Dec 23. Epub ahead of print. PMID 26704022.
- 2015 Hansma P. The evolution of the autopsy. Acad Forensic Pathol 2015 5(4): 638-649.
- 2015 Hansma P, Powers S, Diaz F, Li W. Agonal Thrombi at Autopsy. Am J Forensic Med Pathol. 2015 Sep;36(3):141-4. PMID 25974689
- 2015 Hlavaty L, Hansma P, Sung L. Contribution of Opiates in Sudden Asthma Deaths. Am J Forensic Med Pathol. 2015 Mar;36(1):49-52. PMID 25626436

**Posters/Platforms**

- 2015 Hansma P. The Evolution of the Autopsy. National Association of Medical Examiners Annual Meeting, October 2015 (Podium/platform presentation)
- 2014 Hansma P, Diaz FJ. MDMA Use, Intercourse, and Aneurysm Rupture. National Association of Medical Examiners Annual Meeting, September 2014 (podium/platform presentation).
- 2014 Diaz FJ, Sung L, Hansma P, Schmidt C. Fibromyalgia: The Nature of its Involvement in Death. National Association of Medical Examiners Annual Meeting, September 2014 (podium/platform presentation).
- 2014 Hansma P, Diaz FJ. A Case of Fatal Hemoperitoneum due to Liver Cyst Rupture in User of Anabolic Steroids. National Association of Medical Examiners Annual Meeting, September 2014 (poster presentation).
- 2014 Hansma P, Powers S, Diaz F, Li W. Agonal Thrombi at Autopsy. National Association of Medical Examiners Annual Meeting, September 2014 (poster presentation).
- 2014 Hansma P, Macknis J, Li W, Rooney M, Zhang P. Validating Autolysis Scores Using Hematoxylin and Eosin (H&E) Staining and Stem/Progenitor Cell Marker CD133 Expression in Fetal Kidney. United States and Canadian Academy of Pathology (USCAP) 103rd Annual Meeting, March 2014 (poster presentation).

**Undergraduate Research**

2005-2006      My undergraduate research consisted of the dissection and histologic preparation of lingual and hyoid regions in fruit bats (*Pteropus conspicillatus*) for analysis of regional morphology and tongue structure and function.

**PREVIOUS WORK EXPERIENCE:**

2012-2014	<b>William Beaumont Hospital</b> <i>Diener</i> Moonlighting as a diener at Beaumont during residency. I also worked as an on-call diener at Beaumont during my last year of medical school.	Royal Oak, MI
2001-2007	<b>St. Mary's Health Care</b> <i>Diener</i> Though hired as a diener, I was also trained as a pathologist's assistant. I grossed all manner of surgical specimens, performed complete autopsies, performed frozen sections, and billed for the technical component of surgical specimens.	Grand Rapids, MI
2005	<b>St. Mary's Health Care</b> <i>Phlebotomist</i> Executed venipuncture for the collection of blood specimens, ordered tests, and registered patients.	Grand Rapids, MI
2002-2003	<b>Kent Pathology Lab</b> <i>Gross Cutter</i> Cut dermatologic surgical specimens	Grand Rapids, MI

**AWARDS:**

2015	Richard H. Walker Pathology Resident Award for Excellence in Teaching, Beaumont Health Systems
2014	Richard H. Walker Pathology Resident Award for Excellence in Teaching, Beaumont Health Systems

**MEMBERSHIPS:**

National Association of Medical Examiners  
College of American Pathologists  
American Society of Clinical Pathologists

Patrick A. Hansma  
ptrkhansma@gmail.com  
(616) 485-1255

---

**COMMITTEES:**

2012-2014      Safety Committee for the Dept. of Anatomic Pathology at Beaumont  
Hospital

**REFERENCES:**

Leigh Hlavaty, MD  
Deputy Chief Medical Examiner  
Office of the Wayne County Medical Examiner  
1300 E. Warren Ave  
Detroit, MI 48207  
313-833-2504

Francisco Diaz, MD  
Assistant Medical Examiner  
Office of the Wayne County Medical Examiner  
1300 E. Warren Ave  
Detroit, MI 48207  
313-833-2504

LokMan Sung, MD  
Assistant Medical Examiner  
Office of the Wayne County Medical Examiner  
1300 E. Warren Ave  
Detroit, MI 48207  
313-833-2504

Joseph Felo, MD  
Deputy Medical Examiner  
Director of Fellowship  
Cuyahoga County Medical Examiner's Office  
11001 Cedar Ave  
Cleveland, OH 44106  
216-698-5491

Thomas Gilson, MD  
Medical Examiner  
Cuyahoga County Medical Examiner's Office  
11001 Cedar Ave  
Cleveland, OH 44106  
216-698-3690



## Verify a License or Registration

### Name and Address

**Name:** PATRICK ALAN HANSMA

**Address:** Parma Heights, OH 44130

### Profession and License/Registration Information

**Profession:** Osteopathic Medicine & Surgery

**Type:** Osteopathic Physician

**Permanent ID #**

**Status**

**Issue Date**

**Expiration Date**

5101019289

Active

08/19/2014

12/31/2017

### Complaints and Disciplinary Action

**Open Formal Complaints:** None

**Disciplinary Action:** None

[Back to Search \(/VAL/License/Search\)](#)

**Disclaimer:** Licensing and registration records are made available on this website by LARA to provide immediate access to information for the convenience of interested persons. This information is updated once a day. It is the practice of LARA to obtain and verify information from the original source. All users have the responsibility to determine whether information obtained from this site is still accurate, current, and complete. LARA assumes no responsibility for any errors or omissions, or for the use of information obtained from this site.

The Disciplinary Action section shows if a licensee/registrant currently has an open formal complaint and a listing of any final disciplinary action after January 1, 2005. The date of compliance may not be listed for disciplinary actions occurring prior to January 1, 2005.

Disciplinary documents are posted to the Documents section as required by Section 333.16216(6) of the Public Health Code. Final administrative disciplinary action is subject to judicial review.

NOTE: EMS PERSONNEL ARE NOT LICENSED BY LARA BUREAU OF PROFESSIONAL LICENSING. PLEASE VISIT THE DHHS PERSONNEL LICENSURE AND EDUCATION REQUIREMENTS PAGE ([http://www.michigan.gov/mdhhs/0,5885,7-339-73970\\_5093\\_28508-47472--,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-73970_5093_28508-47472--,00.html)) TO VERIFY A LICENSE FOR EMS PERSONNEL.



## AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: 11-8-16, BOC

DEPARTMENT: Hastings City/Barry County Airport

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Agreement for Airport Management Services.

**SPECIFIC ACTION(S) REQUESTED:**

To recommend to the Board of Commissioners approval of the Agreement for Airport Management Services between the Hastings City/Barry County Airport Commission and Mark Noteboom effective January 1, 2017 through December 31, 2019 as recommended by the Hastings City/Barry County Airport Commission.

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

Approval of the Agreement for Airport Management Services between the Hastings City/Barry County Airport Commission and Mark Noteboom effective January 1, 2017 through December 31, 2019 as recommended by the Hastings City/Barry County Airport Commission.

**DESCRIPTION OF ACTION:**

At their regular meeting on October 26, 2016, the Hastings City/Barry County Airport Commission approved the renewal of the attached agreement which provides for the annual management services for the airport. In accordance with the Joint Operating Agreement between the City of Hastings and the County, all expenditures over \$5,000 require the approval of the City Council and Board of Commissioners. The Airport Commission is requesting approval of this agreement.

**TIME FRAME OF ACTION:** Immediate.

**FUNDING SOURCE IF REQUIRED (Federal, State, Local):** Airport Fund.

**PERSONNEL IF REQUIRED:** NA.

**NEW OR RENEWAL:** Renewal.

**ANY OTHER PERTINENT INFORMATION:** No.

**CONTACT PERSON WITH PHONE NUMBER:**

Michael Brown, County Administrator, 269-945-1284.

# **Hastings City / Barry County Airport**

## **Agreement for Airport Management Service**

This Agreement ("Agreement") is made this 26<sup>th</sup> day of November, 2016, by and between the HASTINGS CITY / BARRY COUNTY AIRPORT COMMISSION ("Commission") of 2505 Murphy Drive, Hastings, MI 49058, and Mark Noteboom, an independent contractor of 7772 E. State Rd., Nashville, MI 49073.

WHEREAS, the Commission desires Mark Noteboom to provide general management services as the Manager (hereinafter referred to as "MANAGER" or "COMPANY") for the Hastings City / Barry County Airport located at 2505 Murphy Drive, Hastings, MI 49058 (hereinafter referred to as "Airport"), and

WHEREAS, the services contracted for pursuant to this Agreement are a proper concern of the Commission and are services that the Commission could otherwise perform pursuant to the law;

WHEREAS, Mark Noteboom desires to provide general management services at Hastings City / Barry County Airport, upon mutually agreeable terms and conditions.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and understandings set forth herein below, IT IS HEREBY AGREED as follows:

### **ARTICLE I**

#### **CONTRACTOR'S RESPONSIBILITIES**

- 1.1 **Management Services.** The Company shall serve as the manager of the Airport, providing all services required by laws, rules, regulations, orders, and directives of governmental agencies of competent jurisdiction and which shall include, but is not necessarily limited to, the following services:
- (a) Provide access to the Terminal Building for visitors to the Airport during normal business hours.
  - (b) Supervise all activities and promote community involvement at the Airport. Market and promote the Airport to the fullest extent practical. Attract additional traffic and services to the Airport where possible. Work with the Commission to promote development of the Airport facilities and grounds;
  - (c) Prepare, compile, and maintain in an orderly manner consistent with legal requirements and Commission policies, all Airport records and such Airport-related records as may reasonably be required by the Commission and/or are required by other governmental agencies of competent jurisdiction, including, without limitation, all purchasing and other financial records and have them available to federal, state and Commission officials for review, use, reference, copying, etc.;
  - (d) Assist with local, state, and federally-funded Airport projects;

- (e) Cooperate with local interest groups in projects and activities that involve the Airport and are approved by the Commission Council;
- (f) Appoint one or more assistant managers, if needed;
- (g) Comply with and enforce all rules, regulations, and policies applicable to the Airport including, without limitation, the Hastings City/Barry County Airport Commission Rules and Regulations for Hastings Airport;
- (h) Regularly inspect Airport facilities to observe, correct when possible, and report to the Commission any unsafe condition or any condition which needs correction to avoid undue future maintenance or repair costs;
- (i) With the assistance as necessary of the Building Inspector, a police officer, a fire inspector, and/ or a Commission designee, regularly (as needed) inspect hangars to assure compliance with lease terms and with applicable legal requirements, including those listed in paragraph (g) above;
- (j) Represent the Commission as directed in addressing and resolving disputes between or among Airport users;
- (k) Keep the passenger waiting area of the Administration Building accessible for aviators and general public from 8:00 a.m. to dusk daily, except New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Eve, and Christmas Day;
- (l) Operate, regularly inspect, maintain, and repair the Airport lighting system;
- (m) Coordinate hangar showings and the hangar leasing process including but not limited to maintaining a waiting list of interested potential hanger lessors;
- (n) Take all actions reasonably required of the Airport Manager in order to fully implement the annual Airport budgets, including any amendments to budgets which may from time to time be approved by the Commission;
- (o) Perform such other duties as may from time to time be assigned by the Commission or its designee, or which may reasonably be required for the proper and safe operation and maintenance of the Airport;
- (p) Perform the duties of Airport Manager as defined and required under the directives of the Michigan Department of Transportation and the Federal Aviation Administration;
- (q) In accordance with all applicable legal requirements, operate and maintain the Airport as required for general aviation airports and assure that all services required of such an airport are provided;
- (r) Obtain, maintain and appropriately display all required licenses, certificates, registrations, etc., for the Airport, the Airport Manager, and Assistant Airport Manager;
- (s) Conduct tours of the Airport for school, civic or other groups as requested;
- (t) Provide monitoring and record keeping as required for operation of the fuel system in accordance with the requirements of all regulatory agencies. Monitor and maintain an adequate inventory of fuel in the fuel system of a grade and quality meeting industry standards and Airport Commission requirements. Order fuel as necessary to maintain inventory. Coordinate maintenance of the fuel system as required.

Facilitate and provide assistance with fuel sales from the fuel storage facility owned by the Airport.

- (u) Monitor state and federal funding sources, and inform the Commission of funding opportunities. Provide assistance to the Commission in seeking funds through such sources.
- (v) Assist the Commission, engineers, and outside Contractors with the annual development of a Ten Year Improvement Plan.
- (w) Assure that, during Airport hours of operation as provided in subsection 1.1(a) above, either Company's manager or an assistant manager, who is appointed as required in subsection 1.1(f) above and if authorized to make decisions binding on the Company, is either on the Airport premises, or is on-call and available to respond to the premises within one hour of notification;
- (x) Submit, monthly, to the Commission a detailed written report on Airport operations during the previous calendar month which report shall, at a minimum, including the following:
  - (1) Status of hangar rentals;
  - (2) Numbers of aircraft actually based at the Airport;
  - (3) Details concerning mowing, snow removal, and other maintenance activities;
  - (4) Any crimes, fires, storm damage, or similar issues experienced at the Airport;
  - (5) Items needing maintenance or repair and the status of such efforts;
  - (6) Total gallons of fuel sold;
  - (7) Any required fuel logs or other information;
  - (8) Details of all promotional efforts for the Airport;
  - (9) Details about any special uses of the Airport;
  - (10) Details of any disputes or disagreements with any Airport user;
  - (11) Copies of any invoices, receipts, warranties, contracts, etc. received by the Company billable to the Commission for purchases made or services obtained in conjunction with the Company's role as manager or in performing Airport maintenance and repair;
  - (12) Such other information as may, from time to time, be requested by the Commission.
- (y) Attend regularly scheduled Commission meetings as needed;
- (z) Notify the Commission, or representative, of any communications from state or federal officials regarding the Airport and, if requested, make a complete written report on such contact. The Company shall make no representations or promises and take no actions with respect to state or federal agencies without the Commission, or representatives, prior knowledge and consent;
- (aa) Rent and Fee Collection: The Manager shall be responsible to collect rents and fees as directed by the Commission. Such rents and fees shall include but not be

limited to hangar rents, tie down fees, etc. The Manager shall keep the documents necessary to verify rent payment, status of renter, etc. Past due accounts shall be reported to the Commission for collection.

- (bb) Act as Representative and Liaison for the Commission: The Manager is the Commission's representative on the site. They shall act on behalf and in the best interest of the Commission and Airport property, attend and actively participate in the meetings of the Commission whenever possible, monitor the Airport grounds and activities on the Airport grounds, and provide enforcement actions to deter activities counter to the best interest of the Commission and Airport as directed.
  - (cc) Report to the Barry County Commission and the Hastings City Council once a year on the status of the Airport if requested by the Airport Commission
- 1.2 Qualifications. The Company shall, at its sole expense, assure that it and its employees and agents obtain and maintain all certifications, registrations, licenses, and other approvals required to perform the Company's Services under this Agreement.
- 1.3 Maintenance Services. The Company agrees to perform maintenance services for all buildings, grounds, and equipment located at the Airport. These services shall also include, without limitation, the following:
- (a) Mowing and Weeding. Provide or subcontract for grass mowing yard maintenance services. The yard and Airport grounds shall be mowed and maintained in a reasonable fashion. The grounds adjacent to the publicly owned Airport buildings shall be mowed, trimmed, and kept free of weeds and debris. Roll runways 9-27 & 18-36 at least once a year. The terminal shall be kept accessible to the public;
  - (b) Snow Plowing. The Company shall be responsible for all snow plowing and removal with provided equipment. In the event of snowstorms and/or snow accumulation which exceeds the reasonable capability of the Company, the Commission will provide its own crew, equipment, and labor to remedy the situation as soon as reasonably practicable, and the Commission's costs therefore will be charged to the Airport Fund. All runways, taxiways, taxi-streets, ramps, driveways, parking lots and other public areas (not under private lease or ownership) subject to aircraft, vehicular or pedestrian travel during normal Airport operations shall be kept reasonably free from the accumulation of snow. Snow shall be removed from such surfaces as soon as reasonably practical following their accumulation;
  - (c) Runway Lights and Beacon. The Company shall maintain and repair the runway lights, beacon and markings including minor adjustments, repairs, and replacement of bulbs, glass lenses, etc. Needed bulbs, glass, and materials for minor repairs will be provided by the Commission, and the costs therefore shall be charged to the Airport Fund. If major maintenance or reconstruction of the lighting system is needed, such work shall be performed by suppliers or service providers obtained by the Commission in accordance with Commission procurement policies, and the costs therefore will be charged to the Airport Fund;
  - (d) Cleaning. The Company shall, at its expense, provide all light cleaning services (i.e., washing, waxing, dusting, mopping, sweeping, trash pick up, etc.), which are necessary to

keep the offices in a neat and orderly condition on a daily basis. The Commission shall provide supplies for the public restroom. The company shall keep all premises which it occupies in neat, orderly and well maintained condition.

- (e) Other Services. If the Company obtains the Commission's prior written approval, the Commission shall reimburse the Company for labor costs the Company incurs for maintenance projects not required under this Agreement (*i.e.* painting, roof repair, crack sealing, etc.). All materials, supplies and labor shall be procured in accordance with all applicable Commission ordinances and policies, including without limitation, the Commission's purchasing policies.

## ARTICLE II USE OF AIRPORT PREMISES

- 2.1 License. The Company shall be provided use of the office in the main administration building as an Airport Managers office.
- 2.3 Utilities. The Commission shall, from its Airport Fund, pay for all electric, heating, water service and sewer service to the Administration Building. An accessible public use telephone shall be to be provided by the Commission for pilot(s) use in the administration building.
- 2.5 Surrender. At the expiration or termination of this Agreement, the Company shall vacate the Licensed Premises, leaving it in as good condition as it now is, ordinary wear and tear expected.

## ARTICLE III COMPENSATION AND FEES

- 3.1 Compensation and Fees. The Commission shall pay monetary and facility or service compensation to the Company for the services the Company provides under this Agreement, as follows:
  - (a) Management. For services provided for in this contract, the Commission shall pay the Company, a yearly equivalent fee of \$65,000.00. Payment shall be made on an equal monthly basis by the 10<sup>th</sup> of each month.
  - (b) Additional Maintenance Services. The Commission shall pay the Company for additional services provided by the Company with the Commission's prior approval pursuant to paragraph 1.3 (e) of this Agreement at the rate of twenty-five dollars (\$30) per hour. The Company shall invoice the Commission for such services at least one week prior to the regularly scheduled first Commission Meeting each month for services rendered the prior month, and payment shall be made following the authorization of the Commission Council at its next regular meeting;
  - (c) Maintenance Vehicle Fuel. Fuel will be provided by the Commission for any vehicles used in Airport operation or maintenance (said fuel to be consumed during such time as the vehicles are being used for said operation or maintenance).
- 3.2 No Liens. Neither the Company nor any of its agents, employees, or other person shall place any lien upon any Commission property or any of its buildings, improvements, fixtures or appurtenances, or any other Commission property.

## ARTICLE IV EQUIPMENT PROVIDED BY THE HASTINGS CITY / BARRY COUNTY AIRPORT



- 4.1 The Commission shall furnish and maintain in reasonable operating condition adequate supplies and equipment for maintenance of buildings, grounds, snow removal, etc. The equipment shall not be used off of the airport grounds. The following equipment and supplies or reasonable equivalent shall be supplied and maintained by the Commission:
- (a) Aviation fuel sales, storage, dispensing and monitoring equipment (as exists on the Airport grounds as of the effective date of this agreement);
  - (b) 35 H.P. John Deere 950 utility tractor
  - (c) 2011 15 John Deere batwing mower
  - (d) 2002 New Holland TV-140 Tractor, with accessories;
  - (e) 2011 Simplicity Zero Turn Mower;
  - (f) 2013 Still weed whacker
  - (g) 7 H.P. snow blower;
  - (h) 2014 3 point debris blower
  - (i) 2014 9 foot Snow Blast Snow Blower
  - (j) 2014 Kawasaki Mule
  - (k) The Commission will provide the consumable supplies necessary to operate the above listed equipment such as repair parts, filters, gas, and oil. The Manager shall be responsible for obtaining such supplies on behalf of the Commission. The Manager shall provide all light maintenance on the above equipment and coordinate such equipment maintenance as is deemed beyond his capability on behalf of the Commission;
  - (l) The Commission shall provide all normal consumable cleaning, maintenance and operating supplies such as cleaning fluids, paper products, etc. for use in building maintenance. The Commission will provide other maintenance materials such as paint, sealant, fixtures, chemicals, building materials, etc. as needed to maintain buildings, facilities, paved areas, and grounds. The Manager shall coordinate the purchase of such materials on behalf of the Commission;
  - (m) The Commission shall provide tools such as is necessary for cleaning floors and bathrooms, shoveling and removing snow and ice from walkways, trimming shrubbery, cutting grass, etc;
  - (n) All hand tools, beyond those listed above necessary for reasonable maintenance of the facilities subject to maintenance by the Manager shall be provided by the Manager at his expense.

#### ARTICLE V TERM OF AGREEMENT

- 5.1 Term. The term of this Agreement shall be three (3) years, commencing January 1, 2017, and expiring at 12:01 a.m. on December 31, 2019
- 5.2 Extension. The term may be extended by mutual written agreement of the parties for an additional term, and all other provisions of this Agreement shall remain in full force and effect during such extension.
- 5.3 Early Termination. This agreement may be terminated by the Commission upon sixty (60) days of written notice for dereliction of company's responsibilities or duties set forth by this contract.
- 5.4. Early Termination by the Company. The Company may, upon written notice to the Commission, terminate this Agreement before the end of its term under any of the following circumstances:



- (a) If the Commission fails to make any payments required under this Agreement and fails to cure such failure within sixty (60) days after written notice from the Company;
- (b) If a significant portion of the Airport or the Airport facilities are closed or destroyed and will not be reopened or restored for more than sixty (60) days such that the Company is unable to make use of the Licensed Premises.
- (c) Upon sixty (60) days written notification.

ARTICLE VI  
GENERAL CONDITIONS

- 6.1 Independent Company. The Company is and shall for all purposes continue to be an “independent contractor.” None of the Company’s employees or agents is or shall for any reason be construed or interpreted to be an employee of the Commission. The Commission shall neither have nor exercise any control or direction over them except as provided in or contemplated by this Agreement.
- 6.2 Performance Review. The Company shall participate in an annual review of the performance of its duties and responsibilities under this Agreement. Such review shall be completed by the Commission. The Company agrees to participate in such review and shall assist the Commission in an on-site inspection of all Airport facilities, records, property, buildings and equipment.
- 6.3 Point of Contact. Unless otherwise specified herein, the Company’s contact person with the Commission shall be the Commission Chairperson or his/her designee and the Company shall keep the Commission Chairperson or his/her designee appraised of all significant developments affecting his operations hereunder.
- 6.4 Non-Exclusive. Nothing in this Agreement shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Commission reserves the right to grant to others the privilege and right of conducting any one or more of the aeronautical activities listed in this Agreement, or any other activity of an aeronautical nature.
- 6.5 Rules. the Company agrees that the Commission has the right to adopt and enforce reasonable rules and regulations and that the Company and all of its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Commission, the United States of America, or any department or agency thereof, and the state of Michigan including, without limitation, the rules, regulations, and requirements set forth in the provisions of the Code of Ordinances of the Commission, as amended from time to time.
- 6.6 No Assignment. The Company may not assign or transfer any of its rights, duties, or obligations under this Agreement or any interest in this Agreement and may not sub-license the Licensed Premises, or any part thereof, without the prior written consent of the Commission.
- 6.7 Disposition by Commission. The Commission reserves the right to sell, lease, and license or otherwise dispose of any Airport lands for any purposes whatsoever and to further develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Company and without interference or hindrance from the Company.
- 6.8 Protection of Aerial Approaches. The Commission reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, and further reserves the right to prevent the Company from erecting or permitting to be erected any building or other

structure on the Airport, which in the opinion of the Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft.

- 6.9 Military Use. The Commission shall have the right to enter into an agreement with the United States Government or the State of Michigan for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with such Government, shall be suspended.
- 6.10 Governmental Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Commission and the State of Michigan and United States relative to the maintenance, operation or development of the Airport.
- 6.11 Public Use. The Airport is a public airport and the Company shall not be held liable legally or financially for any actions or misuse of the Airport or its property by individuals or companies not employed by, under the control of or authorized by the Company.

## ARTICLE VII INDEMNIFICATION AND INSURANCE

- 7.1 Indemnification. The Company shall hold the Commission, the County of Barry, the City of Hastings, and their respective representatives and officials harmless from, indemnify it (with legal counsel reasonably acceptable to the Commission) for, and defend it against, any claim, award, judgment, damages, liability or cost or losses resulting from the Company's use of the Airport or the Company's acts or failure to act. The Company is not obligated to indemnify the Commission in any manner for the Commission's own negligence. As used in this provision, the terms "Commission" and "Company" include their respective officers, employees, and other agents.
- 7.2 Insurance.
  - (a) Airport/Commercial General Liability Insurance. The Commission shall add to its policy the Manager as an additional insured and shall fund Airport/Commercial General Liability Insurance on "Occurrence Basis" with limits of liability not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and /or aggregate combines single limit, bodily injury and property damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent as applicable.
  - (b) Motor Vehicle Liability. If a motor vehicle owned by the Manager is used during the course of the Manager's duties, the Manager will comply with Michigan law regarding Motor Vehicle Liability Insurance.
  - (c) Additional Services. Manager shall not be allowed to provide additional services such as aircraft maintenance, flight training and aircraft rental, etc.

ARTICLE VIII  
MISCELLANEOUS

- 8.1 Notice. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 8.2 Assignment: Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective permitted successor and assigns.
- 8.3 Captions. The captions appearing at the beginning of each section or subsection are provided for convenience only; they shall not be deemed a part of this Agreement, nor shall they have any independent significance.
- 8.4 Waiver of Breach. Neither party's waiver of a breach of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 8.5 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. No other oral statements or prior or contemporaneous written material not specifically incorporated in the Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into this Agreement, the Parties are relying solely upon the representations and agreements in this Agreement and no others.
- 8.6 Amendments. This Agreement cannot be altered or amended except pursuant to an instrument in writing signed by all of the parties hereto.
- 8.7 Enforcement. If either party takes legal action to enforce this Agreement, the prevailing party shall, in addition to any other relief, be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorneys' fees, filing fees, expert fees, discovery costs, and other legal expenses incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings.

The parties have executed this Agreement as of the date first written above.

HASTINGS CITY / BARRY COUNTY  
AIRPORT COMMISSION

AIRPORT MANAGER

By: \_\_\_\_\_  
Ronald Holley, Chair

By: \_\_\_\_\_  
Mark Noteboom

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: 11/8/16, Board of Commissioners

DEPARTMENT: Administration

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Renewal of agreement with VARIPRO (f/k/a Professional Benefits Services) for Short Term Disability Administration

**SPECIFIC ACTION(S) REQUESTED:** To recommend renewal of the agreement between Barry County and VARIPRO of Grand Rapids, Michigan, effective January 1, 2017 through December 31, 2017 for Short Term Disability Administration and authorize the County Administrator to sign it.

**SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):** Approval to renew the agreement between Barry County and VARIPRO of Grand Rapids, Michigan, effective January 1, 2017 through December 31, 2017 for Short Term Disability Administration and authorize the County Administrator to sign it.

DESCRIPTION OF ACTION: The County continues to be self funded for short term disability claims, but the County contracts with a third party administrator (TPA) for administration of the claims. This is a request to renew the TPA agreement with VARIPRO (f/k/a Professional Benefits Services) for 2017. The 2017 renewal pricing remains the same as the current pricing of \$2.25 per employee per month.

TIME FRAME OF ACTION: Effective 1/1/17

FUNDING REQUIRED: YES \_\_\_\_\_ NO x (has already been budgeted)

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: Renewal.

ANY OTHER PERTINENT INFORMATION: None.

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

## **ADMINISTRATIVE SERVICES AGREEMENT**

This Agreement is made between Barry County ("Client") and Varipro of Grand Rapids, Michigan ("VARIPRO") to be effective on January 1, 2017, for Short Term Disability Administration.

### **PURPOSE**

1. Purpose. The Client has established one or more employee benefit plans (the "Plan") for certain of its employees and their dependents. The Client desires to have VARIPRO provide certain administrative services as set forth herein. VARIPRO agrees to provide such administrative services in consideration of the service fees agreed to in this Agreement. A copy of each Plan for which VARIPRO shall provide administrative services is attached.

### **CLIENT OBLIGATIONS**

2. Client's Responsibilities. The Client shall have the following duties and obligations:

(a) Plan Design. The Client shall be the plan sponsor and shall decide all issues of Plan design, including determination of the funding method for the Plan.

(b) Amendment/Termination. The Client shall make all decisions regarding amendment or termination of the Plan.

(c) Plan Administrator. The Client is the Plan Administrator. As such, the Client's powers and duties include, but are not limited to, the following:

(i) Plan Interpretation. The Client shall have sole discretionary authority to interpret the Plan, decide all questions of eligibility and entitlement to benefits, and determine the amount, manner, and time of payment of any benefits.

(ii) Operational Rules. The Client shall promulgate rules and guidelines for the uniform and consistent operation of the Plan and shall enforce the Plan on behalf of all participants.

(iii) Appointment of Experts. The Client shall appoint all advisory experts to assist in the administration of the Plan including legal counsel, accountants, and other professionals whose assistance is desirable to the Plan or VARIPRO.

(iv) Insurance Coverage. If the Client desires any benefits provided by the Plan to be insured or if the Client itself desires to be insured against excess losses, it shall enter into a contract for such coverage with an insurer, shall pay all premiums for such coverage, and shall provide all information that the insurer requires.

(v) Participant Communication. The Client shall communicate to participants the following information:

(A) What benefits are being provided.

(B) Any changes of benefits.

(C) The fact that individuals covered by the Plan are insured, are not insured, or are only partially insured, as the case may be.

(D) If the Plan is not insured, the fact that in the event the Plan or the plan sponsor does not ultimately pay benefit expenses that are eligible for payment under the Plan for any reason, the individuals covered by the Plan may be liable for those expenses.

(E) The fact that VARIPRO merely processes claims and does not insure that any benefit expenses of individuals covered by the Plan will be paid.

(F) The fact that complete and proper claims for benefits made by individuals covered by the Plan will be promptly processed but that in the event there are delays in processing claims, the individuals covered by the Plan shall have no greater rights to interest or other remedies against VARIPRO than as otherwise afforded them by law.

(vi) VARIPRO Information. The Client shall communicate to VARIPRO all information reasonably requested by VARIPRO in order to perform its duties and to calculate its fees under this Agreement.

(A) At the earlier of the time the Plan is established or the effective date of this Agreement, to provide VARIPRO with a complete and accurate enrollment list for each Plan.

(B) By the twentieth day of each month, to provide VARIPRO with a written list of persons beginning participation in each benefit plan at the beginning of the next month and of persons terminating participation in the prior month.

(vii) Reports. The Client shall prepare and file all reports concerning the Plan required by law.



(d) Claims. Benefits due under the Plan shall be paid from the Client's general assets or by an insurer of Plan benefits. At all times the Client shall maintain sufficient assets or insurance coverage for the payment of benefits. The Client shall maintain claims funding within 30 Calendar days or less. Claims funding is the sole responsibility of the Client, VARIPRO shall be held harmless in any lapses or lack of timely payment that may result in legal action or rescinding of discounts. VARIPRO reserves the right to charge a reinstatement fee if there is a loss of vendor coverage, and re-enrollment is required. This contract supercedes all other Vendor and PPO contracts arranged to provide administrative services to the Client.

(e) Expenses. The Client shall pay all administrative expenses of the Plan, including without limitation, fees owing pursuant to this Agreement, fees/assessments and taxes that are related to PPACA, and or State Laws, fees owing to any legal counsel, accountants, auditors, actuaries, health consultants, and other experts appointed by the Client pursuant to Subsection 2(c)(iii) above, taxes or other governmental fees assessed against the Plan, and any attorneys' fees for the defense of any legal action involving the Plan, the Client, or VARIPRO due to VARIPRO's role in the operation of the Plan, unless such legal action was the result of VARIPRO's breach of its standard of duty hereunder.

(f) Indemnification of VARIPRO. The Client agrees that the following obligations shall apply throughout the term of this Agreement and after termination of this Agreement.

(i) Reliance. The Client understands and agrees that, in order for VARIPRO to fulfill its duties as stated in this Agreement, VARIPRO will need to rely on the oral or written representations of the Client's officers and employees, participants of the Plan and any agents, insurers, and providers of service to the Plan and to Plan participants. The Client agrees to hold harmless VARIPRO and its directors, officers and employees for any loss or damage to the Plan, to the Client, or to VARIPRO due to VARIPRO's good faith reliance on these oral or written representations, unless such loss or damage was the result of VARIPRO's breach of its standard of duty hereunder.

(ii) Indemnity. The Client agrees to indemnify and hold harmless VARIPRO and its directors, officers, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including attorney fees, resulting from or arising out of or in connection with any function or action of VARIPRO under this Agreement or in connection with a claim for benefits under the Plan at any time, unless it is determined that the liability was the direct consequence of VARIPRO's breach of its standard of duty hereunder.

(g) Records Availability. The Client shall make available for review to VARIPRO upon ten days written notice all books and records pertaining to the Plan for a period of seven years after termination or expiration of this Agreement.

## **VARIPRO OBLIGATIONS**

3. Administrative Services. During the initial term of this Agreement (the "Initial Contract Year") and any renewal term ("Subsequent Contract Year"), VARIPRO shall provide the Client and the Plan with the following services:

(a) Plan Development. VARIPRO shall provide assistance in the design and development of the Plan, and in preparation of any amendments, revisions, or modifications to the Plan. Such assistance shall include preparing estimates and projections of Plan costs and costs of potential revisions, preparation of Plan documents, preparation of Plan benefit descriptive booklets for distribution to participants, and preparation of any identification cards, claim forms, notices, ad- hoc reports, data transfers and other materials required in administration of the Plan. All Plan development material will be based upon a mutually agreed upon fee.

(b) Enrollment. VARIPRO shall assist the Client with enrollment of eligible employees and their dependents by providing all necessary enrollment and communication materials as designated by the Client and assisting in employee meetings if requested by the Client. VARIPRO will draft communications materials at no cost on behalf of the Client and provide the information on disk or paper at no additional cost to the Client to prepare. VARIPRO can prepare the communication kits for a mutually agreed upon fee, if requested by the Client.

(c) Processing of Uninsured Claims. When a claim is made for an uninsured benefit, VARIPRO shall provide the following claims processing services:

(i) Processing. VARIPRO shall process all claims for benefits made to VARIPRO on forms satisfactory to VARIPRO. The Client shall make the initial determination of the claimant's eligibility to participate in the Plan and entitlement to benefits under the Plan, in accordance with the policies, interpretations, rules, guidelines, and practices promulgated by the Client. The Client at all times shall retain sole discretionary authority to make final determinations concerning eligibility and entitlement to benefits pursuant to any claim.

(ii) Materials and Procedures. VARIPRO shall furnish all materials and forms necessary to process claims for benefits under the Plans, and shall establish claims processing procedures acceptable to the Client.

(iii) Benefit Payments. When VARIPRO, following guidelines provided by the Client, determines that benefits are payable under the Plan for any claim, VARIPRO shall process checks for benefits due in a manner acceptable by the Client and VARIPRO. VARIPRO will present the Client a check register of benefit payment checks.

VARIPRO will deliver benefit payments to members and providers, and the Client shall insure that sufficient funds have been placed on deposit to cover such benefit payments.

(iv) Denial. If a claim is denied, in whole or in part, VARIPRO shall notify the claimant in writing of such denial. VARIPRO shall notify the Client of any claim denial.

(d) Post-Termination Claims Processing. Upon termination of this Agreement for any reason, VARIPRO shall continue to process all claims for benefits submitted under the Plan during such time period as both parties mutually agree.

(e) Plan Reports. VARIPRO shall furnish periodic reports to the Client of claims and other data as requested by the Client and as agreed to by VARIPRO. VARIPRO shall also provide the Client with information available to VARIPRO that is required to be reported annually by the Client in accordance with the IRS Code.

(f) Special Services. VARIPRO shall provide the Client with other special services as the parties agree to in writing. The Client shall pay VARIPRO a special fee for such services pursuant to Section 6. (e.g. Ad-hoc reporting, data transfers, Summary Benefits Comparisons (SBC), Summary Plan Descriptions and Plan Document updates and rewrites, translation services, etc.)

(g) Confidentiality. VARIPRO shall maintain as confidential all claims, reports, and other information furnished, obtained or developed in regard to its services under this Agreement unless the person to whom such information pertains consents in writing to disclosure or disclosure is permitted by law. Legally permitted disclosure includes disclosure for claims adjudication and verification, for other proper plan administration, for an IRS audit, or disclosure to an insurer or the commissioner of insurance.

(h) Indemnification of The Client. VARIPRO will indemnify the Client and hold it harmless against any and all loss, damage, and expense with respect to this Agreement resulting from or arising out of VARIPRO's breach of its standard of duty hereunder. VARIPRO shall maintain Errors and Omissions Coverage in the amount of \$2,000,000.00 and Crime Coverage in the amount of \$1,000,000.00 per case of Employee Dishonesty, Forgery / Alterations, and Computer Fraud.

(i) Recovery. VARIPRO shall take reasonable action to recover any benefits paid to or on behalf of persons not eligible to receive a benefit, persons who received more than they should have received, or persons who have primary coverage from other sources. VARIPRO, however, will not be required to initiate legal action and shall have no liability to the Client or its employees for such incorrect payment, unless it is determined that VARIPRO breached its standard of duty hereunder.

(j) Legal Action. VARIPRO shall notify the Client as promptly as possible after VARIPRO actually knows of any legal action involving the Plan, the Client or VARIPRO due to VARIPRO's role in the operation of the Plan.

Such prompt and immediate notice shall be followed up by notice in writing which VARIPRO shall have delivered to the Client after VARIPRO actually knows of any legal action. VARIPRO shall provide all records requested by the Client and cooperate fully with the Client in defense of any such legal action.

(k) Return of Records. Within ninety days after termination of this Agreement, at the Client's request, VARIPRO shall furnish to the Client any books, files, and records maintained by VARIPRO pertaining to the Plan. The Client shall at all times be permitted reasonable access to any such books, files, and records.

(l) Records Availability. VARIPRO shall make available for review to the Client upon ten days written notice all books and records pertaining to the Plan for a period of seven years after termination or expiration of this Agreement.

4. Limitations on Services. VARIPRO does not assume any obligations other than the duties and responsibilities expressly stated in this Agreement or in a subsequent writing signed by both VARIPRO and the Client. In particular, VARIPRO does not have the following obligations or entitlements:

(a) Not a Fiduciary. VARIPRO is not the Plan Administrator or Fiduciary, and the client agrees to not name VARIPRO as such.

(b) Not Benefit Guarantor. VARIPRO does not guarantee payment of any benefits due under the Plan, does not provide insurance for any such benefits, or control or influence under what circumstances any insurer, including an excess loss insurer, will provide insurance for such benefits.

(c) Compliance. Although VARIPRO may assist the Client in operating the Plan, VARIPRO does not assume responsibility for operating the Plan in compliance with applicable laws specifically relating to Internal Revenue Service discrimination testing of eligible plan benefits (cafeteria plans or other welfare benefit plans). VARIPRO shall comply with the required aspects of PPACA, but will not be responsible for any Plan assessments, taxes or fees that relate to PPACA or State Law.

(d) Expenses. VARIPRO is not responsible for payment of any expense of the Plan including, but not limited to, the fee of an individual or an entity not employed by VARIPRO but that is desired by VARIPRO to provide services for the Plans. Prior Client approval must be obtained before VARIPRO incurs any expenses for which the Client or Plan is to be liable. Third Party expenses incurred on behalf of the client such as banking fees, audit fees or other professional service fees will be billed back to the client upon notification to VARIPRO that the expense has been incurred.

(e) Additional Product Sales or Service. VARIPRO shall not market or solicit directly or indirectly products or services to the Client or its employees without written consent by the Client.

## **FEES**

5. Administrative Services Fee. The Client agrees to pay VARIPRO a fee for its administrative services.

(a) Monthly Fee. During the Contract Years of January 1, 2017 through December 31, 2017, the Client shall pay VARIPRO monthly administration fees as outlined in the Disclosure of Commissions and Fees section. The first monthly payment shall be due on the effective date of this Agreement. Each subsequent monthly installment shall be due on the tenth of the month for which service is to be provided.

(b) Contract Years beginning on or after January 1, 2017. VARIPRO shall have the right to change the administrative services fee at the beginning of the Contract Year which begins January 1, 2017. In the event that VARIPRO wishes to change the fee for a Contract Year, VARIPRO shall notify the Client in writing of the new fee at least thirty (30) days prior to the start of a Contract Year. At such time VARIPRO shall also notify the Client of the number of plan participants upon which such fee is based. If the Client objects to such fee change, the Client must notify VARIPRO in writing within thirty (30) days of the receipt of the fee change notice. If the parties do not reach agreement on the fee within thirty (30) days after the date of the Client's objection, this Agreement shall automatically terminate at the end of the current Contract Year.

(c) Other Change In Fee. In addition, VARIPRO shall have the right to change the administrative fee, upon thirty (30) days written notice to the Client, as of the effective date of any amendment to the Plan, material change in the operation of the Plan, or request for service by the Client that alters the normal services required to be provided by VARIPRO under this Agreement. If the Client objects to such fee change, the Client must notify VARIPRO in writing within thirty (30) days of the receipt of the fee change notice. If the parties do not reach agreement on the fee within thirty (30) days after the date of the Client's objection, this Agreement shall automatically terminate at the end of the current month.

6. Special Service Fee. If, during the term of this Agreement, the parties agree that VARIPRO shall provide a special service for the Client pursuant to Subsection 3(f), the Client shall pay VARIPRO a special fee for such service. The Client and VARIPRO shall agree to the charge for any such special service at the time the special service is agreed upon. The Client and VARIPRO shall agree to the charge for any such special service at the time the special service is agreed upon. The Client shall pay an agreed upon fee for communication meetings, plus travel expenses incurred by any VARIPRO employee(s) for meetings outside of the Client's domicile. With prior approval by the Client, all customized printed materials ordered by the Client through VARIPRO will be reimbursed to VARIPRO by the Client at the cost incurred by VARIPRO.

7. Claims Processing After Termination. Upon termination of the Plan or termination of this Agreement, if the Client desires that VARIPRO shall continue to process claims after the date the Plan or this Agreement is terminated through the Plan limitation on claim filing (runoff), the Client shall pay VARIPRO an agreed upon administration fee prior to the termination of this Agreement or Plan. VARIPRO reserves the right to charge a fee for reports and or data transfers during the run off period and after. Upon termination a Run Out Agreement outlining the fees and services to be performed will be provided.

## **TERMINATION**

8. Term of Agreement. This Agreement shall be effective as of the date indicated at the beginning of this Agreement and shall expire at 11:59 pm December 31, 2017. The Agreement shall thereafter automatically renew for successive periods of one (1) Contract Year, January 1st through December 31st, unless terminated in accordance with Sections 5 or 9.

9. Termination. Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. This Agreement shall be terminated at the earliest date specified below:

(a) Plan Termination. As of the date of termination of the Plan, as specified by the Client to VARIPRO.

(b) Mutual Agreement. As of any date mutually agreed upon between the parties.

(c) End of Contract Year. As of the last day of a Contract Year, upon written notice by either party to the other, at least sixty (60) days prior to the last day of the Contract Year.

(d) Disagreement Regarding Fee Change. Pursuant to Subsections 5(a) and (b), at such time as the parties cannot agree to a new level of fees for administrative services.

(e) Non-Payment of Fees. Without prior notice by VARIPRO, as of any date the Client is sixty (60) days late in payment of any administration fee, fee for service, or other Plan expense, or as of any date the Client is generally unable to pay its debts as they become due, the Client makes an assignment for the benefit of creditors or a petition under bankruptcy laws is filed by or against the Client.

(f) No Cause Termination. Upon written notification by either party to the other party, this agreement shall be terminated upon sixty (60) days written notice without a cause.



## MISCELLANEOUS

10. Notices. All notices, requests, and other communications shall be in writing and mailed, postage prepaid, to the other party at the following address or such other address as may be specified by notice:

Barry County  
220 West State Street  
Hastings, Michigan 49058

Varipro  
5300 Patterson S.E., Suite 150  
Grand Rapids, Michigan 49512

All notices pursuant to this Agreement shall be effective upon the earlier of actual receipt by an officer of the party to whom the notice is addressed or upon proof of receipt of certified mail.

11. Assignment. VARIPRO shall not assign its rights or obligations hereunder without the prior written consent of the Client, except that VARIPRO may assign the Agreement to any successor in a corporate reorganization or restructuring including the purchaser of substantially all of VARIPRO's assets.

12. Waiver. Failure to enforce any provision of this Agreement does not alter or waive the provision or affect the future enforceability of the provision.

13. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Michigan.

14. Paragraph Headings. Paragraph headings have been inserted for convenient reference only and shall not modify the express terms and provisions of the Agreement.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and may be amended only by a writing signed by both parties.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument.

17. Standard of Duty. As used hereunder, VARIPRO's "standard of duty" shall be that of a licensed Third Party Administrator in the State of Michigan whose primary business is the processing of welfare benefit claims and related duties.

## DISCLOSURE OF COMMISSIONS & FEES

Employer: Barry County

Plan Year: January 1, 2017 through December 31, 2017

Administration Fees:

	<u>Billed</u>	<u>VARIPRO</u>	<u>Agent</u>
Short Term Disability Administration Per Employee Per Month	\$2.25	\$2.00	\$0.25

Agent of Record: Oliver Van Dyke Insurance

VARIPRO may qualify and accept from time to time other forms of compensation offered by an insurer or service provider of the plan due to various programs, such as the total volume of business VARIPRO has placed with the Client, placement of business with the Client over a period of time, profit sharing arrangements, or other basis established by the Client. Service providers may include stop loss insurer, prescription benefit manager, precertification/case manager, PPO network, etc.

**VARIPRO**

**BARRY COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTANCE OF FACSIMILE AND SCANNED SIGNATURES. The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.

**COHL, STOKER & TOSKEY, P.C.**

ATTORNEYS AND COUNSELORS

601 NORTH CAPITOL AVENUE

LANSING, MICHIGAN 48933

(517) 372-9000

**SHAREHOLDERS**

PETER A. COHL

DAVID G. STOKER

BONNIE G. TOSKEY

ROBERT D. TOWNSEND

TIMOTHY M. PERRONE

MATTIS D. NORDFJORD

**ASSOCIATES**

GORDON J. LOVE

AMANDA K. WILDEBOER

**OF COUNSEL**

RICHARD D. McNULTY

**MICHIGAN ASSOCIATION OF REGISTER OF DEEDS**

**Fall Conference, Crystal Mountain**

**September 13, 2016**

Bonnie G. Toskey  
Cohl, Stoker & Toskey, P.C.  
601 N. Capitol Ave.  
Lansing, MI 48933  
(517) 372-9000  
[btoskey@cstmlaw.com](mailto:btoskey@cstmlaw.com)

**EXHIBIT #**

**I. OBLIGATION OF REGISTER OF DEEDS TO PROVIDE  
PROPERTY TRANSFER INFORMATION TO TOWNSHIPS?  
IF SO, IN WHAT FORM?**

A. Applicable Statutes

- |  |   |
|--|---|
| 1. The General Property Tax Act – MCL 211.7cc (17) | A |
| 2. The General Property Tax Act – MCL 211.27a (10) | B |
| 3. The General Property Tax Act – MCL 211.41a      | D |

B. Legal Opinions

- |                    |   |
|--------------------|---|
| 1. July 12, 2005   | E |
| 2. October 9, 2007 | F |

C. Example of Intergovernmental Agreement G

**II. HOW TO PREVENT WEB HARVESTING/SCRAPING WITH  
AGREEMENTS WITH ONLINE VENDORS**

A. First Amended Complaint Monroe County v. BLACK KNIGHT  
REAL ESTATE DATA SOLUTIONS, LLC, successor-in-interest-to  
LPS ESTATE DATA SOLUTIONS, INC.

B. LPS's Answer to First Amended Complaint H

-A-

**THE GENERAL PROPERTY TAX ACT (EXCERPT)**  
**Act 206 of 1893**

**211.7cc Principal residence; exemption from tax levied by local school district for school operating purposes; procedures; definitions.**

Sec. 7cc.

(1) A principal residence is exempt from the tax levied by a local school district for school operating purposes to the extent provided under section 1211 of the revised school code, 1976 PA 451, MCL 380.1211, if an owner of that principal residence claims an exemption as provided in this section. Notwithstanding the tax day provided in section 2, the status of property as a principal residence shall be determined on the date an affidavit claiming an exemption is filed under subsection (2).

(2) Except as otherwise provided in subsection (5), an owner of property may claim 1 exemption under this section by filing an affidavit on or before May 1 for taxes levied before January 1, 2012 or, for taxes levied after December 31, 2011, on or before June 1 for the immediately succeeding summer tax levy and all subsequent tax levies or on or before November 1 for the immediately succeeding winter tax levy and all subsequent tax levies with the local tax collecting unit in which the property is located. The affidavit shall state that the property is owned and occupied as a principal residence by that owner of the property on the date that the affidavit is signed. The affidavit shall be on a form prescribed by the department of treasury. One copy of the affidavit shall be retained by the owner, 1 copy shall be retained by the local tax collecting unit until any appeal or audit period under this act has expired, and 1 copy shall be forwarded to the department of treasury pursuant to subsection (4), together with all information submitted under subsection (28) for a cooperative housing corporation. The affidavit shall require the owner claiming the exemption to indicate if that owner or that owner's spouse has claimed another exemption on property in this state that is not rescinded or a substantially similar exemption, deduction, or credit on property in another state that is not rescinded. If the affidavit requires an owner to include a social security number, that owner's number is subject to the disclosure restrictions in 1941 PA 122, MCL 205.1 to 205.31. If an owner of property filed an affidavit for an exemption under this section before January 1, 2004, that affidavit shall be considered the affidavit required under this subsection for a principal residence exemption and that exemption shall remain in effect until rescinded as provided in this section.

(3) Except as otherwise provided in subsection (5), a husband and wife who are required to file or who do file a joint Michigan income tax return are entitled to not more than 1 exemption under this section. For taxes levied after December 31, 2002, a person is not entitled to an exemption under this section if any of the following conditions occur:

(a) That person has claimed a substantially similar exemption, deduction, or credit on property in another state that is not rescinded.

(b) Subject to subdivision (a), that person or his or her spouse owns property in a state other than this state for which that person or his or her spouse claims an exemption, deduction, or credit substantially similar to the exemption provided under this section, unless that person and his or her spouse file separate income tax returns.

(c) That person has filed a nonresident Michigan income tax return, except active duty military personnel stationed in this state with his or her principal residence in this state.

(15) Except as otherwise provided in subsection (5), an affidavit filed by an owner for the exemption under this section rescinds all previous exemptions filed by that owner for any other property. The department of treasury shall notify the assessor of the local tax collecting unit in which the property for which a previous exemption was claimed is located if the previous exemption is rescinded by the subsequent affidavit. When an exemption is rescinded, the assessor of the local tax collecting unit shall remove the exemption effective December 31 of the year in which the affidavit was filed that rescinded the exemption. For any year for which the rescinded exemption has not been removed from the tax roll, the exemption shall be denied as provided in this section. However, interest and penalty shall not be imposed for a year for which a rescission form has been timely filed under subsection (5).

(16) Except as otherwise provided in subsection (30), if the principal residence is part of a unit in a multiple-unit dwelling or a dwelling unit in a multiple-purpose structure, an owner shall claim an exemption for only that portion of the total taxable value of the property used as the principal residence of that owner in a manner prescribed by the department of treasury. If a portion of a parcel for which the owner claims an exemption is used for a purpose other than as a principal residence, the owner shall claim an exemption for only that portion of the taxable value of the property used as the principal residence of that owner in a manner prescribed by the department of treasury.

(17) When a county register of deeds records a transfer of ownership of a property, he or she shall notify the local tax collecting unit in which the property is located of the transfer.

(18) The department of treasury shall make available the affidavit forms and the forms to rescind an exemption, which may be on the same form, to all city and township assessors, county equalization officers, county registers of deeds, and closing agents. A person who prepares a closing statement for the sale of property shall provide affidavit and rescission forms to the buyer and seller at the closing and, if requested by the buyer or seller after execution by the buyer or seller, shall file the forms with the local tax collecting unit in which the property is located. If a closing statement preparer fails to provide exemption affidavit and rescission forms to the buyer and seller, or fails to file the affidavit and rescission forms with the local tax collecting unit if requested by the buyer or seller, the buyer may appeal to the department of treasury within 30 days of notice to the buyer that an exemption was not recorded. If the department of treasury determines that the buyer qualifies for the exemption, the department of treasury shall notify the assessor of the local tax collecting unit that the exemption is granted and the assessor of the local tax collecting unit or, if the tax roll is in the possession of the county treasurer, the county treasurer shall correct the tax roll to reflect the exemption. This subsection does not create a cause of action at law or in equity against a closing statement preparer who fails to provide exemption affidavit and rescission forms to a buyer and seller or who fails to file the affidavit and rescission forms with the local tax collecting unit when requested to do so by the buyer or seller.

(19) An owner who owned and occupied a principal residence on May 1 for taxes levied before January 1, 2012 for which the exemption was not on the tax roll may file an appeal with the July board of review or December board of review in the year for which the exemption was claimed or the immediately succeeding 3 years. For taxes levied after December 31, 2011, an owner who owned and occupied a principal residence on June 1 or November 1 for which the exemption was not on the tax roll may file an appeal with the July board of review or December board of review in the year for which the exemption was claimed or the immediately succeeding 3 years. If an appeal of a claim for exemption that was not on the tax roll is received not later than 5 days prior to the date of the December board of review, the local tax collecting unit shall convene a December board of review and consider the appeal pursuant to this section and section 53b.



- B -

**THE GENERAL PROPERTY TAX ACT (EXCERPT)**  
**Act 206 of 1893**

**211.27a Property tax assessment; determining taxable value; adjustment; exception; "transfer of ownership" defined; qualified agricultural property; notice of transfer of property; applicability of subsection (10); definitions.**

Sec. 27a.

(1) Except as otherwise provided in this section, property shall be assessed at 50% of its true cash value under section 3 of article IX of the state constitution of 1963.

(2) Except as otherwise provided in subsection (3), for taxes levied in 1995 and for each year after 1995, the taxable value of each parcel of property is the lesser of the following:

(a) The property's taxable value in the immediately preceding year minus any losses, multiplied by the lesser of 1.05 or the inflation rate, plus all additions. For taxes levied in 1995, the property's taxable value in the immediately preceding year is the property's state equalized valuation in 1994.

(b) The property's current state equalized valuation.

(3) Upon a transfer of ownership of property after 1994, the property's taxable value for the calendar year following the year of the transfer is the property's state equalized valuation for the calendar year following the transfer.

(4) If the taxable value of property is adjusted under subsection (3), a subsequent increase in the property's taxable value is subject to the limitation set forth in subsection (2) until a subsequent transfer of ownership occurs. If the taxable value of property is adjusted under subsection (3) and the assessor determines that there had not been a transfer of ownership, the taxable value of the property shall be adjusted at the July or December board of review. Notwithstanding the limitation provided in section 53b(1) on the number of years for which a correction may be made, the July or December board of review may adjust the taxable value of property under this subsection for the current year and for the 3 immediately preceding calendar years. A corrected tax bill shall be issued for each tax year for which the taxable value is adjusted by the local tax collecting unit if the local tax collecting unit has possession of the tax roll or by the county treasurer if the county has possession of the tax roll. For purposes of section 53b, an adjustment under this subsection shall be considered the correction of a clerical error.

(5) Assessment of property, as required in this section and section 27, is inapplicable to the assessment of property subject to the levy of ad valorem taxes within voted tax limitation increases to pay principal and interest on limited tax bonds issued by any governmental unit, including a county, township, community college district, or school district, before January 1, 1964, if the assessment required to be made under this act would be less than the assessment as state equalized prevailing on the property at the time of the issuance of the bonds. This inapplicability continues until levy of taxes to pay principal and interest on the bonds is no longer required. The assessment of property required by this act applies for all other purposes.

(6) As used in this act, "transfer of ownership" means the conveyance of title to or a present interest in property, including the beneficial use of the property, the value of which is substantially equal to the

(x) A conveyance of property under section 2120a(6) of the natural resources and environmental protection act, 1994 PA 451, MCL 324.2120a.

(8) If all of the following conditions are satisfied, the local tax collecting unit shall revise the taxable value of qualified agricultural property taxable on the tax roll in the possession of that local tax collecting unit to the taxable value that qualified agricultural property would have had if there had been no transfer of ownership of that qualified agricultural property since December 31, 1999 and there had been no adjustment of that qualified agricultural property's taxable value under subsection (3) since December 31, 1999:

(a) The qualified agricultural property was qualified agricultural property for taxes levied in 1999 and each year after 1999.

(b) The owner of the qualified agricultural property files an affidavit with the assessor of the local tax collecting unit under subsection (7)(o).

(9) If the taxable value of qualified agricultural property is adjusted under subsection (8), the owner of that qualified agricultural property is not entitled to a refund for any property taxes collected under this act on that qualified agricultural property before the adjustment under subsection (8).

(10) The register of deeds of the county where deeds or other title documents are recorded shall notify the assessing officer of the appropriate local taxing unit not less than once each month of any recorded transaction involving the ownership of property and shall make any recorded deeds or other title documents available to that county's tax or equalization department. Unless notification is provided under subsection (6), the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description. Forms filed in the assessing office of a local unit of government under this subsection shall be made available to the county tax or equalization department for the county in which that local unit of government is located. This subsection does not apply to personal property except buildings described in section 14(6) and personal property described in section 8(h), (i), and (j).

(11) As used in this section:

(a) "Additions" means that term as defined in section 34d.

(b) "Beneficial use" means the right to possession, use, and enjoyment of property, limited only by encumbrances, easements, and restrictions of record.

(c) "Commercial purpose" means used in connection with any business or other undertaking intended for profit, but does not include the rental of residential real property for a period of less than 15 days in a calendar year.

(d) "Inflation rate" means that term as defined in section 34d.

(e) "Losses" means that term as defined in section 34d.

(f) "Qualified agricultural property" means that term as defined in section 7dd.

**THE GENERAL PROPERTY TAX ACT (EXCERPT)**  
**Act 206 of 1893**

**211.41a Statement of land conveyance furnished to township supervisors.**

Sec. 41a.

In such counties of this state in which the board of supervisors by a majority vote of the members shall vote in favor thereof, the register of deeds of any such county, within 30 days of the recording of any instrument conveying an interest in land, shall furnish the supervisor or supervisors of the township or townships in which the parcel or parcels of land are situated, a statement giving the names of the parties to the instrument recorded, a description of the parcel or parcels of land covered by the instrument recorded, and the interest in land conveyed.

**History:** Add. 1951, Act 86, Eff. Sept. 28, 1951

**Popular Name:** Act 206

© 2015 Legislative Council, State of Michigan

Rendered 3/29/2016 10:23:59

© 2016 Legislative Council, State of Michigan

Michigan Compiled Laws Complete Through PA 49 of 2016

Courtesy of [www.legislature.mi.gov](http://www.legislature.mi.gov)

opinion

05.47  
-E-

COHL, STOKER, TOSKEY & McGLINCHEY, P.C.  
ATTORNEYS AND COUNSELORS  
601 NORTH CAPITOL  
LANSING, MICHIGAN 48933

PETER A. COHL  
DAVID G. STOKER  
ROBERT D. TOWNSEND  
BONNIE G. TOSKEY  
JOHN R. McGLINCHEY  
RUTH E. MASON  
RICHARD D. McNULTY  
TIMOTHY M. PERRONE  
EDWARD J. STARMER

(517) 372-9000  
FAX (517) 372-1026

July 12, 2005

**Attorney-Client Privilege**

[REDACTED]  
[REDACTED] County Administrator  
[REDACTED]  
[REDACTED]  
[REDACTED] Michigan [REDACTED]

*Re: Intergovernmental Agreements and MCL 600.2567(1)(b)*

Dear Mr. [REDACTED]

This is in response to your request for an opinion on whether the [REDACTED] County Clerk/Register of Deeds may require, as a contractual condition to providing copies of deeds to the local assessors either directly or through County Equalization:

- (1) that the Equalization Department and the Townships including the local assessors are prohibited from using the information from the deeds to create or maintain a tract index or abstract of title, and
- (2) that the Townships will collect and remit to the County the \$1 per page statutory fee for copies of any deeds distributed in response to a Freedom of Information Act (FOIA) request.

In the case of *Lapeer County Abstract & Title Co v Lapeer County Register of Deeds*, 264 Mich App 167; 691 NW2d 11 (2004), the Michigan Court of Appeals held that a County Register of Deeds may by contract impose conditions on the subsequent use or transfer of recorded documents provided to an entity at a reduced fee. As stated in the proposed Intergovernmental Agreements, the Register of Deeds provides copies of recorded deeds to local assessors at less than the statutory rate, with the condition that the documents are provided for official use only, i.e., for use by the assessor in performing his or her statutory duties. In this regard, the Agreement may also include a requirement that the documents not be used to create or maintain a tract index or abstract of title.

However, once the documents are in the hands of the Township or local assessor, they are public documents subject to the Freedom of Information Act (FOIA), MCL 15.231 *et seq.* Although the documents are not exempt from disclosure under FOIA, a fee may be charged to the requester. The general rule under FOIA is that a public body may charge a fee for a public record search, the necessary copying of a public record for

Mr. [REDACTED]  
July 12, 2005  
Page 2

inspection, or for providing a copy of a public record. The FOIA fee is normally limited to actual mailing costs, and to the actual incremental cost of duplication or publication including labor, the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information MCL 15.234(1).

However, the FOIA fee provisions do not apply to public records prepared under an act or statute specifically authorizing the sale of those public records to the public, or if the amount of the fee for providing a copy of the public record is otherwise specifically provided by an act or statute. MCL 15.234(4); See *Title Office, Inc v Van Buren County Treasurer*, 469 Mich 516; 676 NW2d 207 (2004).

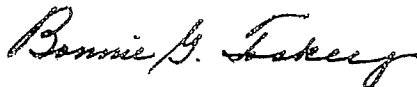
The fee for providing a copy of a public record maintained by the Register of Deeds is specifically provided by statute, MCL 600.2567(1)(b), and thus falls within the express exception to the FOIA fee provisions. See also *Alpena Title Co, Inc v Alpena County*, 84 Mich App 308; 269 NW2d 578 (1978)(records maintained by the Register of Deeds are not subject to inspection and disclosure under FOIA). There is also an express exception to the FOIA fee provisions in the Enhanced Access to Public Records Act, for the inspection and copying of public records by digital means, or for access to or output from a GIS. MCL 15.443(4).

Thus, an Intergovernmental Agreement may provide that in the event the Townships and local assessors disseminate copies of the recorded deeds, whether through FOIA or otherwise, they will collect and remit to the County Register of Deeds the statutory \$1 per page fee for the documents.

Please do not hesitate to contact us if you have any questions.

Very truly yours,

COHL, STOKER, TOSKEY & McGLINCHEY, P.C.



Bonnie G. Toskey



Timothy M. Perrone

BGT; TMP/rr

cc: [REDACTED], Register of Deeds

N:\Client\inions\terronez 2 re int agr.wpd

-F-

COHL, STOKER, TOSKEY & McGLINCHEY, P.C.

ATTORNEYS AND COUNSELORS

601 NORTH CAPITOL

LANSING, MICHIGAN 48933

PETER A. COHL  
DAVID G. STOKER  
ROBERT D. TOWNSEND  
BONNIE G. TOSKEY  
JOHN R. McGLINCHEY  
RICHARD D. McNULTY  
TIMOTHY M. PERRONE

(517) 372-9000  
FAX (517) 372-1026

October 9, 2007

**Attorney-Client Privilege**

[REDACTED]  
[REDACTED] County Register of Deeds  
[REDACTED]  
[REDACTED]  
[REDACTED], M [REDACTED]

**Re: Liber and Page Issue**

Dear Ms [REDACTED]

This is in response to your request for an opinion on several issues that have arisen pertaining to property tax administration services, specifically the demand by local assessors for copies of recorded documents showing the liber and page. Your concern is your duty to maintain the integrity and value of the [REDACTED] County Abstract Department, which has the only complete land title plant in the County. Under MCL 53.141 *et seq.*, only the Register of Deeds may maintain a tract index, and may charge reasonable fees for access to the index. The fees generated are a source of revenue to the County.

The [REDACTED] County Equalization Department provides property tax administration services to local units of government pursuant to intergovernmental agreements. You have informed us that the Equalization Department and the local assessors take the position that they need copies of recorded deeds and other documents of conveyance, in order to perform their property tax administration duties. Even so, some of the assessors are willing to pay the statutory fee of \$1 per page for copies of recorded documents. MCL 600.2567(1)(b).

As we previously advised on many occasions, there is simply no authority in the applicable statutes which entitles local assessors to receive a copy of a recorded deed from the Register of Deeds free of charge. Rather, the Register of Deeds is only required to notify the local assessors on a monthly basis of any recorded transaction involving the ownership of property. MCL 211.7cc(17); MCL 211.27a(10). This notice could take the form of a list with the minimum information required by law. However, the Register of Deeds may provide, in lieu of creating a list of data for local assessors, copies of the deeds themselves as a matter of convenience, and to promote accuracy.<sup>1</sup>

---

<sup>1</sup>The Register is also required to make any recorded deeds or other title documents available to the County Equalization Department. MCL 211.27a(10). Even



The problem arises due to the inclusion by the Equalization Department of the liber and page of the property transactions on its computer website, effectively creating an alternative title plant. Private individuals, assessors and title companies, who would otherwise be required to pay the County Abstract Department to obtain access to its land tract and perform title searches, use the Equalization Department's computer at no cost, and bypass the Abstract Department to the detriment of County revenues.

As a response, you simply cut off the liber and page from the recorded documents provided to the local assessors. This was consistent with the Register's statutory obligations regarding property tax administration. A concern was raised because some of the local assessors, either directly or through County Equalization, demanded documents containing liber and page, and were willing to pay the statutory fee of \$1 per page to obtain all such documents.

However, you informed us that you have never honored blanket requests, i.e., a request for "all documents" recorded in a certain time frame. Rather, you have in most cases required a document requester to search an index to obtain the liber and page, before making a copy of the document. The requester could either use the grantor/grantee index books for free, or use the computerized tract index for a fee. Thus, the integrity of the County's Abstract Department is protected, and no revenues are lost.

The problem now faced by the County is that local assessors are essentially making blanket requests, without specifying a particular document. The expectation is that the Register will simply provide the copies of the requested information at \$1 per page, bypassing the computerized index and the fees to be obtained. Although the assessors argue that they have offered to pay the statutory \$1 per page and therefore are entitled to liber and page, the problem is that there is no obligation, statutory or otherwise, for the Register of Deeds to search to identify and locate the documents requested by the assessors.

Essentially, the assessors are making blanket requests, where the Register has historically rejected such demands, in deference to the Abstract Department. Thus, when a local assessor merely pays the \$1 per page statutory fee to the County for all deeds pertaining to that jurisdiction, then the liber and page need not be included in any deed copies provided to satisfy MCL 211.7cc(17) and 211.27a(10) for property tax administration purposes. The same is true for the County Equalization Department when acting on behalf of a local assessor. There is simply no reason to give away this valuable information (liber and page) as part of the property tax administration process, and no reason for the County Equalization Department to maintain

---

so, neither the assessing nor the equalization process require access to liber and page for any reason whatsoever in order to perform their statutory functions including performance of sales and ratio studies.

records of liber and page at all.

We further discussed the fact that the Equalization Department may be obtaining new software for its computer programs. We strongly recommend that the new software not include fields for entry of liber and page of recorded documents. This will limit the opportunity to bypass the County Abstract Company, and should safeguard County revenues.

It is true that the Register of Deeds is statutorily required to implement procedures to process and make records available using automated procedures and advanced technology to the maximum extent feasible utilizing the automation fund. MCL 600.2568(3). This includes making records computer accessible by way of Internet websites or other on-line media. MCL 600.2568(4). However, this enhanced access is subject to a fee schedule adopted by the County Board, upon its adoption of an enhanced access policy for the County to allow for the inspection and copying of documents by digital means.

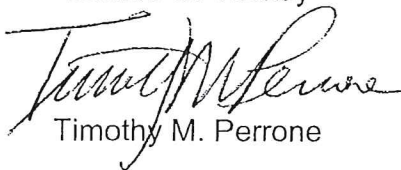
Please do not hesitate to contact us if you have any questions.

Very truly yours,

**COHL, STOKER, TOSKEY & McGLINCHEY, P.C.**



Bonnie G. Toskey



Timothy M. Perrone

BGT/rr

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the [REDACTED] County Clerk/Register of Deeds and the ([REDACTED] County Local Unit of Government) and **it is hereby agreed:**

(1) The [REDACTED] County Clerk/Register of Deeds is the County Officer charged with the responsibility of recording, indexing and maintaining land records for the public review, reproduction and inspection under MCL 53.94 and MCL 600.2567.

(2) The [REDACTED] County Clerk/Register of Deeds is responsible pursuant to MCL 211.41a to furnish the Township Supervisor a statement giving the names of the parties to the instrument recorded, a description of the parcel(s), and the interest in land conveyed.

(3) The [REDACTED] County Clerk/Register of Deeds pursuant to MCL 211.27a(10) is responsible to notify the assessing officer of any recorded deeds, land contracts, and conveyances by and to trusts.

(4) The [REDACTED] County Board of Commissioners has determined to provide a County abstract service.

(5) In lieu of providing the MCL 211.41a statement and charging the statutory fee for MCL 211.27a(10) records, the [REDACTED] County Clerk/Register of Deeds agrees to provide, either directly or through the County Equalization Department, a copy of the recorded land transfers, at no charge, and shall stamp on each copy "*official assessing use only*," for the sole purpose of the local assessor's compliance with statutory duties.

(6) In no event shall the local unit use the documents provided above to create or maintain a tract index or abstract of title.

(7) The local unit of government agrees, in light of receiving the land records at less than the statutory fee of \$1.00 per page, and in lieu of a statement of recorded conveyances, that none of the recorded documents, copies or images provided by the [REDACTED] County Clerk/Register of Deeds Office and used by the local tax unit or assessor shall be sold, distributed, downloaded or duplicated without the express written permission of the [REDACTED] County Clerk/Register of Deeds. Nor shall any of the recorded documents be downloaded or stored in whole in a Geographic Information System and/or Imaging System.

(8) If the local unit provides copies of the recorded land records received from the [REDACTED] County Clerk/Register of Deeds in response to a Freedom of Information Act request, the local unit will collect the statutory fee of \$1.00 per page for the records on behalf of the [REDACTED] County

Clerk/Register of Deeds, and shall promptly remit the statutory fees to the [REDACTED] County Clerk/Register of Deeds.

(9) This agreement is terminable by either party at anytime with or without notice.

\_\_\_\_\_  
Government Entity

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_  
[REDACTED]

Title:

Title: [REDACTED] County Clerk/Register of Deeds

-H-

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

MONROE COUNTY, MICHIGAN,	)	
by and through its Board of Commissioners,	)	
	)	
Plaintiff,	)	Case No. 2:15-cv-10877
	)	
v.	)	
BLACK KNIGHT REAL ESTATE DATA	)	
SOLUTIONS, LLC successor-in-interest to	)	
LPS REAL ESTATE DATA	)	
SOLUTIONS, INC.,	)	
	)	
Defendant.	)	

**LPS' ANSWER TO FIRST AMENDED COMPLAINT, AFFIRMATIVE DEFENSES,  
AND RELIANCE UPON JURY DEMAND**

Defendant Black Knight Real Estate Data Solutions, LLC, successor-in-interest to LPS Real Estate Data Solutions, Inc. ("LPS"), for its Answer to the Complaint states:

**INTRODUCTION**

Pursuant to the laws of the state of Michigan, the Monroe County Register of Deed's Office (hereinafter referred to as the "Monroe ROD," "ROD" or "Plaintiff") is charged with recording, maintaining and securing public records in perpetuity. It also prepares and furnish official copies of instruments or records within its charge, as required by State law. The Monroe ROD has chosen to fulfill its duties, in part, through contracting with a third-party software vendor, Fidlar Technologies ("Fidlar"), from whom the ROD licenses various computer software programs and systems. Among other uses, Fidlar's computer programs and systems provide the Monroe ROD with a method of maintaining public records in a secure, electronic format, as well as the option to provide the public with enhanced access to electronic copies of public records.

One such computer system that the ROD licensed from Fidlar was Laredo. The Laredo system was designed to track how many minutes an end-user<sup>1</sup> accessed county index data and electronic public records via the Laredo system, as well as how many pages of public records were obtained by an end-user. These functionalities of the Laredo system allowed the ROD to generate revenue that was used to cover the cost of providing enhanced access to county customers.

Defendant Black Knight Real Estate Data Solutions, LLC, successor-in-interest to LPS Real Estate Data Solutions, Inc. (hereinafter referred to as “LPS” or “Defendant”) is a data analytics company that, at a basic level, acquires public records on a national scale and generates revenue from reselling the data contained in those records. In 2011, LPS began developing and began employing web-harvester programs designed to mimic and interact with components of the Laredo system in order to gain access to the computer servers and databases where counties’ public records were electronically stored. For every county that granted LPS remote access via Laredo, LPS created web-harvester programs that it used to obtain a copy of every document recorded in each county since January 1, 2005.

In 2012, LPS entered into a Remote Access through Laredo Agreement with the Monroe ROD, agreeing to pay the ROD a monthly fee to gain remote, enhanced access to electronically-stored public records via Laredo. LPS also agreed to pay the ROD \$1.00 per page for any copies of public records that LPS obtained through Laredo. From March 1, 2012 through approximately May 6, 2013, the Laredo system tracked LPS as using its Laredo credentials to access Monroe County public records for a total of less than 20 minutes, as reflected on the monthly Laredo invoices that LPS received from the ROD. Per LPS’s Laredo invoices, no copies of public

---

<sup>1</sup> As used in this Amended Complaint, the term “end-user” applies to any customer of the Monroe ROD, including but not limited to a corporation, that entered into an agreement with the ROD for remote electronic access to public records via Laredo.



records were ever obtained, and LPS was never charged the additional copy fee of \$1.00 per page.

However, LPS has confirmed<sup>2</sup> that it was in fact accessing and acquiring Monroe County public records throughout 2012 and into early 2013 through use of its web-harvester programs. In so doing, LPS effectively disabled the functionality of the Laredo system that tracked LPS's access to and acquisition of copies of electronic public records. As a result of LPS's unauthorized and fraudulent access via its web-harvester programs, LPS acquired over one million pages of copies of electronic public records for free in violation of Federal and State law. LPS has and, upon information and belief, continues to generate revenue from the Monroe County public records that it unlawfully obtained. The Monroe ROD has been significantly damaged as a result of LPS's conduct.

**ANSWER:** This "Introduction" is an argumentative narrative to which no response is required. To the extent a response is required, LPS denies the allegations in this section. LPS's use of the Laredo software comported both with the license to that program and with LPS's agreement with Plaintiff. Plaintiff's Complaint is based on the same allegations as those that Fidlar Technologies made against LPS in the lawsuit captioned *Fidlar Technologies v. LPS Real Estate Data Solutions, Inc.*, No. 4:13-cv-4021-SLD-JEH (C.D. Ill.). The court in that case recently granted summary judgment to LPS on all of Fidlar's claims. *Fidlar Technologies v. LPS Real Estate Data Solutions, Inc.*, No. 4:13-CV-4021-SLD-JEH, 2015 WL 1059007, at \*1, -- - F. Supp. 3d --- (C.D. Ill. Mar. 5, 2015). That decision specifically included the conclusion that there is no evidence that LPS engaged in "the digital copying of land records belonging to the

---

<sup>2</sup> In March of 2013, Fidlar Technologies filed a lawsuit against LPS Real Estate Data Solutions, Inc. in the United States District Court for the Central District of Illinois. The majority of the Exhibits attached to this Amended Complaint, including the Evidentiary Hearing Transcript and numerous deposition transcripts, are a product of the non-privileged and non-confidential discovery that occurred in the *Fidlar v. LPS* matter.

counties in such a way as to evade logging detectable time during access, and to evade the print fees some counties charged.” *Id.* at \*5. The court also explained that the allegations made against LPS “rest[] on the assumption . . . that any act of copying the digital land records entitled the counties to a fee,” and, while plaintiffs “may wish this were so,” there is no evidence that LPS “knew or should have known that this was the case.” *Id.* at \*11. “LPS’s use of its own client to aggregate data from the documents does not suggest that it would have, or was contractually obligated to, print any of the associated documents and pay the counties for that printing.” *Id.*

Likewise, judgment should be entered in LPS’s favor here.

#### **PARTIES, JURISDICTION, VENUE AND JURY DEMAND**

1. Plaintiff Monroe County, acting by and through its executive body, the Monroe County Board of Commissioners, is a political subdivision organized and existing under the laws of the State of Michigan. Plaintiff maintains its office in Monroe County, Michigan.

**ANSWER:** LPS lacks sufficient knowledge or information to admit or deny the allegations contained in this paragraph and, therefore, denies the same.

2. Defendant, Black Knight Real Estate Data Solutions, LLC, successor-in-interest to LPS Real Estate Data Solutions, Inc. is a consolidated holding company of Fidelity National Financial, Inc., organized and existing under the laws of the State of California, with its principal place of business in California. LPS was acquired by Fidelity on January 2, 2014. During the time period relevant to this lawsuit, 2010 through 2013, LPS was a corporation organized under the laws of the State of California, with its principal place of business in California.

**ANSWER:** On or about January 2, 2014, Fidelity National Financial, Inc., a Delaware corporation with its principal place of business in Florida, purchased LPS and made Black

11/8/2016			
		<b><u>PRE-PAID INVOICES</u></b>	
			<b>\$10,540,203.18</b>
(First Meeting of the Month Only)			
		<b><u>CLAIMS</u></b>	
			<b>\$255,579.29</b>
		<b><u>COMMISSIONER MILEAGE</u></b>	
			<b>\$358.41</b>

Prepaid Invoices

10/31/16		
From: Karen S. Barnes, First Deputy Clerk		
Re: October 2016 Prepaid Invoices		
	FUND #	AMOUNT
General Fund	101	207,262.73
Central Dispatch Fund	205	23,348.96
Charlton Park Fund	208	10,616.09
Friend of the Court Fund	215	2,211.58
Solid Waste Fund	228	1,981.20
Remonumentation Fund	236	2,594.00
Building Rehab Fund	248	1,700.00
Park & Recreation Fund	250	1,156.81
Register of Deeds Automation Fund	256	257.04
Commission on Aging Fund	275	38,377.41
CDBG Fund	276	17,079.79
MSHDA Home Program Fund	279	9,000.00
Swift & Sure Program Fund	281	280.00
56B Sobriety Court Fund	282	504.00
Community Corrections Fund	283	961.80
Adult Drug Court Fund	285	396.29
Juvenile Drug Court Fund	286	1,674.96
Child Care Fund	292	31,568.15
Airport Fund	295	157,942.71
Thornapple Manor Fund	512	1,271,396.69
2014 Delinquent Tax Payment Fund	514	18,469.28
2015 Delinquent Tax Payment Fund	515	2,944.00
Foreclosure Fund	517	26,476.23
Transit Fund	588	70,748.22
Commissary Fund	595	4,303.63
Data Processing Fund	637	2,825.34
Workers Compensation Fund	676	43,717.00
Health Insurance Fund	677	141,058.87
Disability Fund	678	828.00
Retirement Fund	682	1,750,000.00
Dental/Optical Fund	683	2,847.87
Trust & Agency Fund	701	6,609,761.26
Drain Fund	801	64,141.25
Gun Lake Weed Assessment Fund	843	21,489.02
Algonquin Lake Maintenance Fund	852	283.00
<b>GRAND TOTAL</b>		<b>10,540,203.18</b>

---

*Document Totals by Fund*

---

<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Net</u>
101 General fund	30,384.62	76.31	30,308.31
228 Solid Waste	16,324.37	0.00	16,324.37
248 Bldg Rehab.	201,205.11	0.00	201,205.11
249 Capital Replace	368.88	0.00	368.88
Register of Deeds			
256 Automation fund	2,500.00	0.00	2,500.00
Local Corrections			
259 Office Training	675.00	0.00	675.00
269 Law Library	1,411.22	0.00	1,411.22
277 Middleville Police	523.71	0.00	523.71
281 Swift & Sure	55.94	0.00	55.94
285 Adult Drug Ct.	594.12	0.00	594.12
Michigan Justice			
287 Training	1,490.00	0.00	1,490.00
637 Data Process	104.63	0.00	104.63
701 Trust & Agency	18.00	0.00	18.00
<b>Grand Total:</b>	<u>255,655.60</u>	<u>76.31</u>	<u>255,579.29</u>

**BARRY COUNTY CLASS LIST**  
**COMMISSION MEETING OF 11/08/2016**

Account	Vendor	Description	Invoice	Amount	PO Num
<b>101-140</b>	<b>TRIAL COURT CRIMINAL &amp; CIVIL</b>				
727-000	OFFICE DEPOT	Circuit/District - Supplies	869351839001	20.99	
727-000	OFFICE DEPOT	Circuit/District- Supplies	868451125002	76.98	
727-000	OFFICE DEPOT	Circuit/District - Supplies	869351662001	143.19	
804-000	ACCURATE INTERPRETERS LLC	Circuit/District	5330	121.50	
807-000	STATE BAR OF MICHIGAN, ATTN: FINANCE DE	Circuit/District - Dues/Hillary	1091	370.00	
861-000	KROL, LAURIE	Circuit/District - Mileage	1086	61.72	
<b>Sub Total 101-140 TRIAL COURT CRIMINAL &amp; CIVIL</b>				<b>794.38</b>	
<b>101-148</b>	<b>TRIAL COURT FAMILY DIV.</b>				
806-000	KINNEY, JAMES M ATTY	Probate/Juvenile - Patrick Krol	2005136	16.50	
806-000	CANNIZZARO, ANNELORE	Probate/Juvenile - Rose Creek	2005144	41.25	
806-000	CARDINAL, GAYLOR	Probate/Juvenile - Ashley Glumm	6830	93.50	
806-000	GERSCH, DAVID R	Probate/Juvenile - Various	2005151	330.00	
835-000	FAMILY CONNECTIONS INC	Probate/Juvenile - Ian Thayer	20010127	350.00	
835-000	PENNOCK HEALTH SERVICES	Probate/Juvenile	2005148	101.92	
861-000	CHASE, MACKENZIE	Probate/Juvenile - Meal reimburse	2005149	7.25	
861-000	DOHERTY, WILLIAM	Probate/Juvenile - Mileage	2005145	119.88	
957-000	MAFCA	Probate/Juvenile - Straube/Otto	2005152	165.00	
957-000	MPJRA	Probate/Juvenile - Claudia Reed	2005147	30.00	
<b>Sub Total 101-148 TRIAL COURT FAMILY DIV.</b>				<b>1,255.30</b>	
<b>101-211</b>	<b>LEGAL COUNSEL</b>				
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	Legal Counsel/September	232379	480.00	
806-110	COHL, STOKER, & TOSKEY, P.C.	Legal Counsel/September	46851	4,296.67	
<b>Sub Total 101-211 LEGAL COUNSEL</b>				<b>4,776.67</b>	
<b>101-215</b>	<b>CLERK</b>				
727-000	QUILL CORPORATION	Clerk/Office Supplies	1119297	31.74	
727-000	QUILL CORPORATION	Clerk/Office Supplies	9887010	68.95	
727-000	QUILL CORPORATION	Clerk/Office Supplies	9887450	35.98	
727-000	PROGRESSIVE GRAPHICS	Clerk- Marriage Lic.Env./2500 Env.	44655	203.00	
<b>Sub Total 101-215 CLERK</b>				<b>339.67</b>	



Account	Vendor	Description	Invoice	Amount	PO Num
<b>101-225</b>	<b>EQUALIZATION</b>				
727-000	QUILL CORPORATION	Equalization/Office Supplies	1206762	18.98	
933-000	DEWEY'S SALES/AUTO BODY, INC.	Equalization/Car Detailing	1084	35.00	
933-000	FOX/FORD MAZDA	Equalization/Brake Pads - Escape	FOCS206884	249.58	
<b>Sub Total 101-225 EQUALIZATION</b>				<b>303.56</b>	
<b>101-229</b>	<b>PROSECUTOR</b>				
861-000	HUEBNER, SUSANNE	Prosecutor/Mileage	1085	36.40	
861-000	NAKFOOR PRATT, JULIE	Prosecutor/Mileage	1088	90.18	
<b>Sub Total 101-229 PROSECUTOR</b>				<b>126.58</b>	
<b>101-236</b>	<b>REGISTER OF DEEDS</b>				
727-000	QUILL CORP., C/O REGISTER OF DEEDS	Reg of Deeds/Folders	9830194	51.99	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	Reg of Deeds/Toner for HP	9846803	232.99	
727-000	RACO INDUSTRIES LLC	Reg of Deeds/Rolls of Doc. Label	IN470690	156.62	
727-000	CARTRIDGE DOCTOR, THE	Reg of Deeds/1 Cartridge	3018-A	90.00	
861-000	HURLESS, BARB	Reg of Deeds/Mileage	1089	44.37	
<b>Sub Total 101-236 REGISTER OF DEEDS</b>				<b>575.97</b>	
<b>101-253</b>	<b>TREASURER</b>				
727-000	CARTRIDGE DOCTOR, THE	Treasurer/1 Cartridge	3018	50.00	
<b>Sub Total 101-253 TREASURER</b>				<b>50.00</b>	
<b>101-265</b>	<b>BUILDING &amp; GROUNDS</b>				
727-000	QUILL CORPORATION	Bldg/Grnds - Office Supplies	9729952	142.98	
777-000	LANSING SANITARY SUPPLY INC	Bldg/Grnds - Carpet Cleaner	904516	55.61	
931-000	AB LOCK & SAFE, INC.	Bldg/Grnds - Remove Broken Key	166425	165.00	
<b>Sub Total 101-265 BUILDING &amp; GROUNDS</b>				<b>363.59</b>	
<b>101-299</b>	<b>MISCELLANEOUS</b>				
960-000	HASTINGS CHARTER TOWNSHIP, TREASURE	Med. Care Facility Sewer Reimburse/Sept/	201531	415.20	
<b>Sub Total 101-299 MISCELLANEOUS</b>				<b>415.20</b>	
<b>101-301</b>	<b>SHERIFF'S DEPARTMENT</b>				

Account	Vendor	Description	Invoice	Amount	PO Num
<b>101-301</b>	<b>SHERIFF'S DEPARTMENT</b>	(Continued)			
744-000	FINKLER'S	Sheriff/Patches on Shirt - Frazer	12440	8.00	
744-000	NYE UNIFORM CO	Sheriff - Badge/Wreath	569847	236.31	
744-000	NYE UNIFORM CO	Sheriff/8 Collar Brass	571609	95.80	
744-000	CMP DISTRIBUTORS INC.	Sheriff/Concealable Vest	49587	707.00	
744-000	CMP DISTRIBUTORS INC.	Sheriff/Pouches	49561	296.70	
744-010	ELITE FIREARMS & TRAINING	Sheriff/20,000 Rounds	210	4,800.00	
745-000	BARRY COUNTY SHERIFF, PETTY CASH FUND	Sheriff/Fuel	6429	30.48	
861-000	VOLOSKY, RANDY	Sheriff/Supervisor Trng. - Meals	6441	58.28	
861-000	FRAZER, RICHARD	Sheriff/Meal Reimburse	6440	65.34	
933-000	WILDER TIRE & AUTO LLC	Sheriff/3 Brush Guards	14172	900.00	
933-000	STARR COMMUNICATIONS LLC	Sheriff/Repair 2 Radar Units	1515	180.00	
933-000	MID-MICHIGAN EMERGENCY EQUIP.	Sheriff/Install Video Camera	1035	300.00	
957-000	BARRY COUNTY SHERIFF, PETTY CASH FUND	Sheriff/Training Meals	6429	181.65	
957-000	DEWOLF & ASSOCIATES LLC	Sheriff/FTO Program- Stevens	1315	645.00	
<b>Sub Total 101-301 SHERIFF'S DEPARTMENT</b>				<b>8,504.56</b>	
<b>101-331</b>	<b>MARINE</b>				
932-000	DAVE'S DRY DOCK INC.	Marine/Winterize Motor	4609	141.14	
932-000	DAVE'S DRY DOCK INC.	Marine - Winterize Motor/Repairs	4619	233.64	
932-000	DAVE'S DRY DOCK INC.	Marine/Winterize small motor	4660	64.32	
932-000	BARRY COUNTY SHERIFF, PETTY CASH FUND	Marine/Water Guard	6429	6.33	
<b>Sub Total 101-331 MARINE</b>				<b>445.43</b>	
<b>101-334</b>	<b>COURT SECURITY</b>				
744-000	SIXBERRY, DAVID	Sheriff/Dry Cleaning	106407	14.45	
744-000	NYE UNIFORM CO	Court Security/14 Ties	577061	76.10	
<b>Sub Total 101-334 COURT SECURITY</b>				<b>90.55</b>	
<b>101-351</b>	<b>JAIL</b>				
727-000	QUILL CORPORATION	Jail/Toner	9850637	173.97	
742-000	GORDON FOOD SERVICE, INC.	Jail	173079709	224.97	
742-000	GORDON FOOD SERVICE, INC.	Jail	173079724	2,136.58	
742-000	GORDON FOOD SERVICE, INC.	Jail/Credit	8036487	-25.14	
742-000	EDS BREADS	Jail	605500	92.66	

Account	Vendor	Description	Invoice	Amount	PO Num
<b>101-351</b>	<b>JAIL</b>	(Continued)			
742-000	EDS BREADS	Jail	604439	157.11	
742-000	GORDON FOOD SERVICE, INC.	Jail	173539163	2,266.69	
742-000	GORDON FOOD SERVICE, INC.	Jail	173539161	178.39	
742-000	GORDON FOOD SERVICE, INC.	Jail/Credit	8075234	-13.20	
742-000	GORDON FOOD SERVICE, INC.	Jail/Credit	8066097	-14.65	
742-000	PRAIRIE FARMS DAIRY	Jail/Milk	9076460	138.97	
742-000	PRAIRIE FARMS DAIRY	Jail/Milk	9067826	127.44	
742-000	PRAIRIE FARMS DAIRY	Jail/Credit	4235609	-0.89	
744-000	DIGICOM	Jail/Uniform	2412	914.87	
747-000	GORDON FOOD SERVICE, INC.	Jail/Slicer	173515952	390.09	
747-000	GORDON FOOD SERVICE, INC.	Jail	173387363	50.77	
747-000	GORDON FOOD SERVICE, INC.	Jail	173387371	12.00	
747-000	GORDON FOOD SERVICE, INC.	Jail	173079720	63.94	
747-000	GORDON FOOD SERVICE, INC.	Jail	173079721	54.88	
747-000	GORDON FOOD SERVICE, INC.	Jail/Credit	8048483	-22.43	
748-000	ANATOMY WAREHOUSE	Jail/Training Supplies	900024713	133.47	
777-000	ULINE, ACCTS RECEIVABLE	Jail/Supplies	80738404	426.88	
777-000	CINTAS	Jail	725234893	62.30	
777-000	CINTAS	Jail	725237201	123.42	
777-000	LANSING SANITARY SUPPLY INC	Jail/Toilet Tissue	906797	324.49	
809-000	GRIFFIN PEST SOLUTIONS	Jail	1401601	53.00	
835-000	HASTINGS PHARMACY	Jail/Scripts	10/4616	266.20	
931-000	HICKEY ELECTRIC, INC.	Jail/Misc. Work	5958	432.67	
931-000	TREMCO WEATHERPROOF INC.	Jail/Roof Repairs	93742288	2,137.05	
931-000	CHROUCH COMMUNICATIONS INC	Jail/Relamp Tower	117006503-1	750.00	
932-000	CURTIS EQUIPMENT CO.	Jail/Repair Dryer Vent	13097	650.35	
Sub Total 101-351 JAIL				<b>12,266.85</b>	
Total 101 GENERAL FUND				<b>30,308.31</b>	
<b>228-623</b>	<b>OVERSIGHT/HEALTH DEPT</b>				
926-000	DRUG & LABORATORY DISPOSAL INC	Solid Waste/HHWD Disposal Fee	1609-00325	14,079.66	
926-000	COBALT HOLDINGS LLC	Solid Waste/HHWD Tire Disposal fee	IN020800	1,196.00	
926-000	BARRY EATON DIST HEALTH DEPT	Solid Waste-HHWD Staff Time/Mileage	7548	696.02	
926-000	KRUEGER, DEBORAH	Solid Waste/HHWD Medicine Take Back	1087	250.00	

Account	Vendor	Description	Invoice	Amount	PO Num
<b>228-623</b>	<b>OVERSIGHT/HEALTH DEPT</b>	(Continued)			
960-000	YOUNG, REGINA	Solid Waste/HHWD - Food Reimburse	1092	102.69	
<b>Sub Total 228-623 OVERSIGHT/HEALTH DEPT</b>				<b>16,324.37</b>	
<b>Total 228 SOLID WASTE FUND</b>				<b>16,324.37</b>	
<b>248-966</b>	<b>BUILDING REHAB</b>				
931-000	BECKERING CONSTRUCTION INC	Bldg Rehab./Comm. Bldg. #7	07	201,205.11	
<b>Sub Total 248-966 BUILDING REHAB</b>				<b>201,205.11</b>	
<b>Total 248 BUILDING REHAB FUND</b>				<b>201,205.11</b>	
<b>249-000</b>	<b>DEPT</b>				
980-000	HAWORTH, INC.	Reg. of Deeds/Chair	3000763781	368.88	
<b>Sub Total 249-000 DEPT</b>				<b>368.88</b>	
<b>Total 249 CAPITAL REPLACEMENT</b>				<b>368.88</b>	
<b>256-236</b>	<b>REGISTER OF DEEDS</b>				
980-000	TYLER TECHNOLOGIES INC.	Reg of Deeds/Image Upload	025-169343	2,500.00	
<b>Sub Total 256-236 REGISTER OF DEEDS</b>				<b>2,500.00</b>	
<b>Total 256 REGISTER OF DEEDS AUTOMATION FUND</b>				<b>2,500.00</b>	
<b>259-362</b>	<b>LOCAL CORRECTIONS OFFICE TRAINING</b>				
957-000	MICHIGAN MUNICIPAL RISK MGMT, ATTN: CAF	Jail- Nevins/Smith/Argo Trng.	2434	675.00	
<b>Sub Total 259-362 LOCAL CORRECTIONS OFFICE TRAINING</b>				<b>675.00</b>	
<b>Total 259 LOCAL CORRECTIONS OFFICE TRAINING FUND</b>				<b>675.00</b>	
<b>269-145</b>	<b>LAW LIBRARY</b>				
982-000	WEST PAYMENT CENTER	Law Library/Info Charges	834816859	1,411.22	
<b>Sub Total 269-145 LAW LIBRARY</b>				<b>1,411.22</b>	
<b>Total 269 LAW LIBRARY FUND</b>				<b>1,411.22</b>	

Account	Vendor	Description	Invoice	Amount	PO Num
<b>277-301</b>	<b>SHERIFF'S DEPARTMENT</b>				
933-000	DEWEY'S SALES/AUTO BODY, INC.	Sheriff/Middleville Charger repairs	102516	523.71	
<b>Sub Total 277-301 SHERIFF'S DEPARTMENT</b>				<b>523.71</b>	
<b>Total 277 MIDDLEVILLE POLICE SERVICES</b>				<b>523.71</b>	
<b>281-140</b>	<b>TRIAL COURT</b>				
727-000	OFFICE DEPOT	SSSPP- Desk Calendars/Binders	868268653001	55.94	
<b>Sub Total 281-140 TRIAL COURT</b>				<b>55.94</b>	
<b>Total 281 SWIFT &amp; SURE PROGRAM</b>				<b>55.94</b>	
<b>285-131</b>	<b>TRIAL COURT CIRCUIT DIV.</b>				
727-000	QUILL CORPORATION	Adult Drug Ct./Latex Gloves	9923808	127.89	
727-000	BARRY COUNTY TRANSIT	Adult Drug Ct./Sept. passes	6026	3.00	
727-000	REDWOOD TOXICOLOGY LAB, INC.	Adult Drug Ct./ETG Lab Tests	12460620169	435.27	
727-000	QUILL CORPORATION	Adult Drug Ct./Office Supplies	1039701	27.96	
<b>Sub Total 285-131 TRIAL COURT CIRCUIT DIV.</b>				<b>594.12</b>	
<b>Total 285 ADULT DRUG COURT</b>				<b>594.12</b>	
<b>287-301</b>	<b>SHERIFF'S DEPARTMENT</b>				
960-000	DEWOLF & ASSOCIATES LLC	Sheriff/FTO Trng - Kimbel/Romph	1328	1,490.00	
<b>Sub Total 287-301 SHERIFF'S DEPARTMENT</b>				<b>1,490.00</b>	
<b>Total 287 MICHIGAN JUSTICE TRAINING FUND</b>				<b>1,490.00</b>	
<b>637-258</b>	<b>DATA PROCESSING</b>				
727-000	FEDERAL EXPRESS CORP	Data Process/Product Return	557086996	25.07	
861-000	ROBISON, JOSHUA	Data Process/Mileage	1090	79.56	
<b>Sub Total 637-258 DATA PROCESSING</b>				<b>104.63</b>	
<b>Total 637 DATA PROCESSING FUND</b>				<b>104.63</b>	
<b>701-</b>					
228-590	REDWOOD TOXICOLOGY LAB, INC.	Adult Drug Ct./Drug Test Confirmation	12460620169	18.00	

Account	Vendor	Description	Invoice	Amount	PO Num
Sub Total 701-				18.00	
Total 701 TRUST & AGENCY FUND				18.00	
Grand Total				255,579.29	



vchlist  
10/31/2016 8:17:09AM

Voucher List  
BARRY COUNTY

Page: 1

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171884	10/31/2016	049267 AB LOCK & SAFE, INC.	166425		BLDG/GRNDS - REMOVE BROKEN	165.00
					Total :	165.00
171885	10/31/2016	001030 ACCURATE INTERPRETERS LLC	5330		CIRCUIT/DISTRICT	121.50
					Total :	121.50
171886	10/31/2016	051284 ANATOMY WAREHOUSE	900024713		JAIL/TRAINING SUPPLIES	133.47
					Total :	133.47
171887	10/31/2016	004010 BARRY COUNTY SHERIFF, PETTY CASH 6429			SHERIFF/FUEL	218.46
					Total :	218.46
171888	10/31/2016	004300 BARRY COUNTY TRANSIT	6026		ADULT DRUG CT./SEPT. PASSES	3.00
					Total :	3.00
171889	10/31/2016	004501 BARRY EATON DIST HEALTH DEPT	7548		SOLID WASTE-HHWD STAFF TIME/	696.02
					Total :	696.02
171890	10/31/2016	049043 BECKERING CONSTRUCTION INC	07		BLDG REHAB./COMM. BLDG. #7	201,205.11
					Total :	201,205.11
171891	10/31/2016	049949 CANNIZZARO, ANNELORE	2005144		PROBATE/JUVENILE - ROSE CREEK	41.25
					Total :	41.25
171892	10/31/2016	006830 CARDINAL, GAYLOR	6830		PROBATE/JUVENILE - ASHLEY GLL	93.50
					Total :	93.50
171893	10/31/2016	006900 CARTRIDGE DOCTOR, THE	3018 3018-A		TREASURER/1 CARTRIDGE	50.00
					REG OF DEEDS/1 CARTRIDGE	90.00
					Total :	140.00
171894	10/31/2016	049810 CHASE, MACKENZIE	2005149		PROBATE/JUVENILE - MEAL REIMB	7.25
					Total :	7.25
171895	10/31/2016	007275 CHROUCH COMMUNICATIONS INC	117006503-1		JAIL/RELAMP TOWER	750.00
					Total :	750.00

Page: 1

vchlist  
10/31/2016 8:17:09AM

Voucher List  
BARRY COUNTY

Page: 2

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171896	10/31/2016	048180 CINTAS	725234893		JAIL	62.30
			725237201		JAIL	123.42
					Total :	185.72
171897	10/31/2016	039919 CMP DISTRIBUTORS INC.	49561		SHERIFF/POUCHES	296.70
			49587		SHERIFF/CONCEALABLE VEST	707.00
					Total :	1,003.70
171898	10/31/2016	046432 COBALT HOLDINGS LLC	IN020800		SOLID WASTE/HHWD TIRE DISPOS	1,196.00
					Total :	1,196.00
171899	10/31/2016	007717 COHL, STOKER, & TOSKEY, P.C.	46851		LEGAL COUNSEL/SEPTEMBER	4,296.67
					Total :	4,296.67
171900	10/31/2016	048017 CUMMINGS, MCCLOREY, DAVIS &, ACHC	232379		LEGAL COUNSEL/SEPTEMBER	480.00
					Total :	480.00
171901	10/31/2016	009028 CURTIS EQUIPMENT CO.	13097		JAIL/REPAIR DRYER VENT	650.35
					Total :	650.35
171902	10/31/2016	041579 DAVE'S DRY DOCK INC.	4609		MARINE/WINTERIZE MOTOR	141.14
			4619		MARINE - WINTERIZE MOTOR/REP	233.64
			4660		MARINE/WINTERIZE SMALL MOTOI	64.32
					Total :	439.10
171903	10/31/2016	009830 DEWEY'S SALES/AUTO BODY, INC.	102516		SHERIFF/MIDDLEVILLE CHARGER	523.71
			1084		EQUALIZATION/CAR DETAILING	35.00
					Total :	558.71
171904	10/31/2016	043821 DEWOLF & ASSOCIATES LLC	1315		SHERIFF/FTO PROGRAM- STEVEN	645.00
			1328		SHERIFF/FTO TRNG - KIMBEL/ROM	1,490.00
					Total :	2,135.00
171905	10/31/2016	051285 DIGICOM	2412		JAIL/UNIFORM	914.87
					Total :	914.87
171906	10/31/2016	039960 DOHERTY, WILLIAM	2005145		PROBATE/JUVENILE - MILEAGE	119.88

Page: 2

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171906	10/31/2016	039960 039960 DOHERTY, WILLIAM	(Continued)		Total :	119.88
171907	10/31/2016	010565 DRUG & LABORATORY DISPOSAL INC	1609-00325		SOLID WASTE/HHWD DISPOSAL FI	14,079.66
					Total :	14,079.66
171908	10/31/2016	050532 EDS BREADS	604439		JAIL	157.11
			605500		JAIL	92.66
					Total :	249.77
171909	10/31/2016	049801 ELITE FIREARMS & TRAINING	210		SHERIFF/20,000 ROUNDS	4,800.00
					Total :	4,800.00
171910	10/31/2016	012258 FAMILY CONNECTIONS INC	20010127		PROBATE/JUVENILE - IAN THAYER	350.00
					Total :	350.00
171911	10/31/2016	012359 FEDERAL EXPRESS CORP	557086996		DATA PROCESS/PRODUCT RETURI	25.07
					Total :	25.07
171912	10/31/2016	049741 FINKLER'S	12440		SHERIFF/PATCHES ON SHIRT - FR/	8.00
					Total :	8.00
171913	10/31/2016	046406 FOX/FORD MAZDA	FOCS206884		EQUALIZATION/BRAKE PADS - ESC	249.58
					Total :	249.58
171914	10/31/2016	045929 FRAZER, RICHARD	6440		SHERIFF/MEAL REIMBURSE	65.34
					Total :	65.34
171915	10/31/2016	039321 GERSCH, DAVID R	2005151		PROBATE/JUVENILE - VARIOUS	330.00
					Total :	330.00
171916	10/31/2016	014300 GORDON FOOD SERVICE, INC.	173079709		JAIL	224.97
			173079720		JAIL	63.94
			173079721		JAIL	54.88
			173079724		JAIL	2,136.58
			173387363		JAIL	50.77
			173387371		JAIL	12.00
			173515952		JAIL/SLICER	390.09
			173539161		JAIL	178.39

vchlist  
10/31/2016 8:17:09AM

Voucher List  
BARRY COUNTY

Page: 4

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171916	10/31/2016	014300 GORDON FOOD SERVICE, INC.	(Continued) 173539163 8036487 8048483 8066097 8075234		JAIL JAIL/CREDIT JAIL/CREDIT JAIL/CREDIT JAIL/CREDIT	2,266.69 -25.14 -22.43 -14.65 -13.20 <b>Total : 5,302.89</b>
171917	10/31/2016	014574 GRIFFIN PEST SOLUTIONS	1401601		JAIL	53.00 <b>Total : 53.00</b>
171918	10/31/2016	015503 HASTINGS CHARTER TOWNSHIP, TREA	201531		MED. CARE FACILITY SEWER REIM	415.20 <b>Total : 415.20</b>
171919	10/31/2016	050301 HASTINGS PHARMACY	10/4616		JAIL/SCRIPTS	266.20 <b>Total : 266.20</b>
171920	10/31/2016	039010 HAWORTH, INC.	3000763781		REG. OF DEEDS/CHAIR	368.88 <b>Total : 368.88</b>
171921	10/31/2016	016980 HICKEY ELECTRIC, INC.	5958		JAIL/MISC. WORK	432.67 <b>Total : 432.67</b>
171922	10/31/2016	049774 HUEBNER, SUSANNE	1085		PROSECUTOR/MILEAGE	36.40 <b>Total : 36.40</b>
171923	10/31/2016	017680 HURLESS, BARB	1089		REG OF DEEDS/MILEAGE	44.37 <b>Total : 44.37</b>
171924	10/31/2016	020711 KINNEY, JAMES M ATTY	2005136		PROBATE/JUVENILE - PATRICK KR	16.50 <b>Total : 16.50</b>
171925	10/31/2016	020851 KROL, LAURIE	1086		CIRCUIT/DISTRICT - MILEAGE	61.72 <b>Total : 61.72</b>
171926	10/31/2016	049553 KRUEGER, DEBORAH	1087		SOLID WASTE/HHWD MEDICINE TA	250.00 <b>Total : 250.00</b>

Page: 4

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171927	10/31/2016	021007 LANSING SANITARY SUPPLY INC	904516 906797		BLDG/GRNDS - CARPET CLEANER JAIL/TOILET TISSUE	55.61 324.49
					<b>Total :</b>	<b>380.10</b>
171928	10/31/2016	021856 MAFCA	2005152		PROBATE/JUVENILE - STRAUBE/O	165.00
					<b>Total :</b>	<b>165.00</b>
171929	10/31/2016	023450 MICHIGAN MUNICIPAL RISK MGMT, ATT	2434		JAIL- NEVINS/SMITH/ARGO TRNG.	675.00
					<b>Total :</b>	<b>675.00</b>
171930	10/31/2016	049050 MID-MICHIGAN EMERGENCY EQUIP.	1035		SHERIFF/INSTALL VIDEO CAMERA	300.00
					<b>Total :</b>	<b>300.00</b>
171931	10/31/2016	023852 MPJRA	2005147		PROBATE/JUVENILE - CLAUDIA RE	30.00
					<b>Total :</b>	<b>30.00</b>
171932	10/31/2016	047818 NAKFOOR PRATT, JULIE	1088		PROSECUTOR/MILEAGE	90.18
					<b>Total :</b>	<b>90.18</b>
171933	10/31/2016	025800 NYE UNIFORM CO	569847 571609 577061		SHERIFF - BADGE/WREATH SHERIFF/8 COLLAR BRASS COURT SECURITY/14 TIES	236.31 95.80 76.10
					<b>Total :</b>	<b>408.21</b>
171934	10/31/2016	025966 OFFICE DEPOT	868268653001		SSSPP- DESK CALENDARS/BINDEF	55.94
					<b>Total :</b>	<b>55.94</b>
171935	10/31/2016	025967 OFFICE DEPOT	868451125002 869351662001 869351839001		CIRCUIT/DISTRICT- SUPPLIES CIRCUIT/DISTRICT - SUPPLIES CIRCUIT/DISTRICT - SUPPLIES	76.98 143.19 20.99
					<b>Total :</b>	<b>241.16</b>
171936	10/31/2016	027101 PENNOCK HEALTH SERVICES	2005148		PROBATE/JUVENILE	101.92
					<b>Total :</b>	<b>101.92</b>
171937	10/31/2016	029500 PRAIRIE FARMS DAIRY	4235609 9067826 9076460		JAIL/CREDIT JAIL/MILK JAIL/MILK	-0.89 127.44 138.97

vchlist  
10/31/2016 8:17:09AM

Voucher List  
BARRY COUNTY

Page: 6

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171937	10/31/2016	029500 029500 PRAIRIE FARMS DAIRY	(Continued)		Total :	265.52
171938	10/31/2016	028100 PROGRESSIVE GRAPHICS	44655		CLERK- MARRIAGE LIC.ENV./2500 I	203.00
					Total :	203.00
171939	10/31/2016	050882 QUILL CORP., C/O REGISTER OF DEEDS	9830194 9846803		REG OF DEEDS/FOLDERS REG OF DEEDS/TONER FOR HP	51.99 232.99
					Total :	284.98
171940	10/31/2016	028400 QUILL CORPORATION	1039701 1206762 9729952 9850637 9923808		ADULT DRUG CT./OFFICE SUPPLIE EQUALIZATION/OFFICE SUPPLIES BLDG/GRNDS - OFFICE SUPPLIES JAIL/TONER ADULT DRUG CT./LATEX GLOVES	27.96 18.98 142.98 173.97 127.89
					Total :	491.78
171941	10/31/2016	045689 QUILL CORPORATION	1119297 9887010 9887450		CLERK/OFFICE SUPPLIES CLERK/OFFICE SUPPLIES CLERK/OFFICE SUPPLIES	31.74 68.95 35.98
					Total :	136.67
171942	10/31/2016	042447 RACO INDUSTRIES LLC	IN470690		REG OF DEEDS/ROLLS OF DOC. L/	156.62
					Total :	156.62
171943	10/31/2016	028801 REDWOOD TOXICOLOGY LAB, INC.	12460620169		ADULT DRUG CT./ETG LAB TESTS	453.27
					Total :	453.27
171944	10/31/2016	051297 ROBISON, JOSHUA	1090		DATA PROCESS/MILEAGE	79.56
					Total :	79.56
171945	10/31/2016	051290 SIXBERRY, DAVID	106407		SHERIFF/DRY CLEANING	14.45
					Total :	14.45
171946	10/31/2016	049033 STARR COMMUNICATIONS LLC	1515		SHERIFF/REPAIR 2 RADAR UNITS	180.00
					Total :	180.00
171947	10/31/2016	044806 STATE BAR OF MICHIGAN, ATTN: FINAN	1091		CIRCUIT/DISTRICT - DUES/HILLAR)	370.00

Page: 6

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171947	10/31/2016	044806	044806 STATE BAR OF MICHIGAN, ATTN: FII (Continued)		Total :	370.00
171948	10/31/2016	051292	TREMCO WEATHERPROOF INC.	93742288	JAIL/ROOF REPAIRS	2,137.05
					Total :	2,137.05
171949	10/31/2016	046743	TYLER TECHNOLOGIES INC.	025-169343	REG OF DEEDS/IMAGE UPLOAD	2,500.00
					Total :	2,500.00
171950	10/31/2016	049536	ULINE, ACCTS RECEIVABLE	80738404	JAIL/SUPPLIES	426.88
					Total :	426.88
171951	10/31/2016	039832	VOLOSKY, RANDY	6441	SHERIFF/SUPERVISOR TRNG. - ME	58.28
					Total :	58.28
171952	10/31/2016	036598	WEST PAYMENT CENTER	834816859	LAW LIBRARY/INFO CHARGES	1,411.22
					Total :	1,411.22
171953	10/31/2016	040022	WILDER TIRE & AUTO LLC	14172	SHERIFF/3 BRUSH GUARDS	900.00
					Total :	900.00
171954	10/31/2016	050494	YOUNG, REGINA	1092	SOLID WASTE/HHWD - FOOD REIN	102.69
					Total :	102.69
71 Vouchers for bank code : 001						Bank total : 255,579.29
71 Vouchers in this report						Total vouchers : 255,579.29



## AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: November 8, 2016. Board of Commissioners

DEPARTMENT: BARRY COUNTY HOMEBUYER, PURCHASE,  
REHAB PROGRAM – HOME Funds

PREPARED BY: MARILYN SMITH

SUBJECT: REQUEST FOR PUBLIC HEARING; RESOLUTION FOR GRANT  
APPLICATION/APPROVAL; FAIR HOUSING RESOLUTION AND APPROVAL OF  
FAIR HOUSING POLICY

**SPECIFIC ACTION(S) REQUESTED:** To recommend to the Board of Commissioners approval to schedule a public hearing at the regular meeting of the Board of Commissioners on November 8, 2016 at 9:00 a.m. for input regarding an application to the Michigan State Housing Development Authority Community Development Division for a Homebuyer Purchase Rehab grant for Barry County, and following the public hearing to authorize Marilyn Smith to submit a proposal in response to the RFP and Notice of Funding Availability (NOFA) issued on September 20, 2016 by the Michigan State Housing Development Authority (MSHDA) to express interest in applying for funds to assist residents with homeowner rehabilitation and/or homebuyer activities via the Housing Initiatives Division.

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

Approval to authorize Marilyn Smith to submit a proposal in response to the RFP and Notice of Funding Availability (NOFA) issued on September 20, 2016 by the Michigan State Housing Development Authority (MSHDA) to express interest in applying for funds to assist residents with homeowner rehabilitation and/or homebuyer activities via the Housing Initiatives Division.

DESCRIPTION OF ACTION: APPROVAL OF HPR APPLICATION AND GRANT, IF  
AWARDED, AND FAIR HOUSING POLICY WITH RESOLUTION

TIME FRAME OF ACTION: IMMEDIATE

FUNDING REQUIRED: YES \_\_\_\_\_ NO NA

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: NA

CONTACT PERSON WITH PHONE NUMBER: Marilyn Smith – 269/948-0787

**The Michigan State Housing Development Authority (MSHDA) is pleased to announce a competitive opportunity for local units of government and/or nonprofit organizations to assist residents statewide with homeowner rehabilitation and/or homebuyer activities via the**

**Housing Initiatives Division**

**Request for Proposals (RFP) and Notice of Funding Availability (NOFA)**

**September 20, 2016**

***Purpose of the Request/Summary:***

The selected non-entitled local unit(s) of government and/or nonprofit(s) will be the grantees of up to \$1 million in MSHDA HOME funds to implement homeowner rehabilitation and/or homebuyer activities. The HOME program activities are being made available by the Authority acting on behalf of the State of Michigan as the Participating Jurisdiction under the HOME Investments Partnership Program (the "HOME Program") funded by the U.S. Department of Housing and Urban Development ("HUD") under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C. 12701 *et seq*). All HOME compliance requirements are in full effect for this award.

The overall purpose of the RFP and NOFA is to identify entities that have capacity and experience to provide housing assistance to areas in need. Respondents must demonstrate program management experience as well as previous HOME program administration experience or an equivalent amount of federal affordable housing experience. This RFP requires three areas of expertise: 1) Program Management (design and coordination); 2) Technical Implementation (on-site management and oversight of activities); and 3) Grant Administration Experience.

Respondents must be able to mobilize quickly to meet the immediate action response that is desired. The grant term is anticipated to be March 1, 2017 to December 31, 2018. NOTE: All activities must be completed, invoiced and have all expenditures completed and processed within the MSHDA On-line Project Administration Link (OPAL) system **no later than September 30, 2018.**

***Eligible Objective/RFP Description/Scope:*** MSHDA would like to identify via this RFP multiple entities that would serve as a MSHDA direct funded grantees of federal HOME dollars. Overall, \$1 million in HOME dollars will be awarded to provide single family homeowners with direct homeowner rehab and/or to provide homebuyer assistance. Each RFP response should define a vision for how the funds will be strategically utilized based on local resources, capacity, and leveraged

assets that the respondent could bring to the table to efficiently and effectively manage high production levels while also achieving high neighborhood impact.

**Eligible Activities Overview:** Eligible activities for the use of HOME funds is limited to providing assistance to eligible homeowners and and/or homebuyers including the payment of temporary relocation expenses. Up to 10 percent of the grant award may be used for program planning and administration.

**Eligible Areas/Applicants:** Funding will be awarded statewide (except within the City of Flint where a current MSHDA HOME funding award is being implemented) to local units of government that are not a HOME Participating Jurisdiction (PJ) and/or to nonprofit corporations such as Community Development Corporation (CDC)'s and/or Community Action Agencies (CAA)'s providing services to the community and/or Habitat for Humanity Affiliates and/or Land Bank Authorities within either HOME non-PJ areas and/or HOME PJ areas. Note: Prior to a final funding decision being made by MSHDA a non-profit operating within a HOME PJ must demonstrate a dollar for dollar investment of local HOME funds within the identified proposed assisted area(s) and/or an equivalent capital investment approved by MSHDA.

**Timeline/Benchmark Activities:**

**Projected Date:**

RFP and NOFA Announcement	9/20/16
RFP Questions submitted to <a href="mailto:hidmailbox@michigan.gov">hidmailbox@michigan.gov</a>	10/4/16
RFP Questions and Answers posted on website	10/7/16
Q & A Conference Call	10/11/16
NOFA RFP Submission Deadline	11/11/16
RFP Review	11/15/16-11/30/16
Begin CHDO Certification Process	HID authorization to apply for certification is required
RFP Agency Selection/Application Authorization	12/01/16
Formal MSHDA OPAL/HDF Application Submission Deadline	1/15/17
MSHDA Announcement	2/1/17
Grant Award Effective Date	3/1/17
Environmental Release Date	4/30/17
Agency Selection of Properties	5/15/17
Notice to Proceed Issued	5/30/17
Construction Begins	6/1/17
Monthly Progress Meetings Held during Const. Phase	
Construction Completed	6/30/18
Inspections Finalized	8/30/18
Grant Completed	9/30/18
Grant Administratively Closed	12/31/18

**Eligible Occupied Property Definition:**

A single-family property which is zoned residential that a) has no mortgage and/or tax delinquencies; b) is not subject to a foreclosure proceedings, court-ordered receivership or

nuisance abatement; c) has utilities services turned on; and d) is permanently occupied by homeowners that identify the assisted address as their primary residence.

***Program Requirements:***

- All properties assisted must be able to be brought up to HQS, UPCS and/or local code based on whichever one is stricter.
- There is no long term affordability or occupancy restrictions for homeowner rehab.
- There is long term affordability and occupancy restrictions for homebuyer components.
- The HOME (existing unit) value limits for each applicable county will be provided.
- A lien, based on the amount of HOME investment, will be placed on each assisted property with the minimum amount being \$1,000.
- The HOME maximum per unit subsidy limits will also be provided.
- All activity must benefit households with incomes at or below 80% AMI based on HOME County Income Limits. Homebuyer components require incomes between 40%-80% AMI.
- We do not require leverage to come directly from the homeowners/homebuyers. When applying for funding, all leverage identified must be committed/secured.

***Homeowner Component Requirements:***

**Homeowner Rehab**

- No specific sites/addresses will need to be pre-identified.
- HOME program income generated from repayable liens will be serviced and retained by MSHDA and will be distributed statewide, funds will not be reserved for a specific grantee.
- The lien options identified below are not prorated and are going to be provided at zero percent interest. Each grantee must select only one option.

	% of AMI	% of HID Funds for Project	Repayment Terms	Lien Option
<input type="checkbox"/>	0-80	50% Forgiven	Monthly payments over 10 years	Option 1
<input type="checkbox"/>	0-29	100% Forgiven	All have monthly payments over 10 years, except 0-29% AMI	Option 2
	30-49	75% Forgiven		
	50-59	50% Forgiven		
	60-80	25% Forgiven		

***Homebuyer Component Requirements:***

**Homebuyer Activity 1: Acquisition Development Resale (ADR)**

- Only HOME MSHDA Community Housing Development Organization (CHDO) agencies are eligible to administer ADR activities.
- RFP submissions will be accepted by agencies not currently designated as a CHDO. ADR will require CHDO certification at the time of formal application invitation once minimum threshold requirements outlined within the RFP are determined to have been met. Our office will directly notify each approved applicant and assist with the certification process.

- Proposed activities require either presale and/or pre-approval from MSHDA based on market conditions.
- Total ADR-funds will not exceed \$75,000 per unit.

#### **Homebuyer Activity 2: Homebuyer Purchase Rehabilitation (HPR)**

- Designed to provide subsidy gap between after-rehab value and homeowner investment.
- Total HRF-funds will not exceed \$40,000 per unit.

#### ***RFP Content Requirements:***

Respondents need to include factors identifying the agency's capacity to execute homeowner and/or homebuyer projects, leveraging potential, and experience in facilitating the strategic investment of limited resources. **The response is limited to a specific number of pages and should be presented in a clear and concise manner and be double spaced in 12 size font.** If your agency is interested in rendering the direct funded HOME program activities noted above, please respond to this RFP by providing the information outlined below.

NOTE: Respondents must organize their responses to reflect the items below and submit them labeled in the same order Items 1-5 as well as by their corresponding letters and label attachments according to the instructions below. You are welcome to incorporate additional attachments as needed but they should follow the same labeling: Attachment (Item #, Letter).

#### **1. Submission Exhibits**

A. Provide the required cover letter (**Exhibit A**).

##### **B. Letters of Interest and Support Requirement**

Submit with the application, a letter of interest/support from the applicant's authorized official and if applicable the chief elected official of the assisted area(s). In addition, provide letter(s) of support from any applicable partner organizations. Generic boilerplate letters of support from multiple agencies are not recommended. **Attachment 1B**

#### **2. Proposal/Implementation Plan (Narrative - Maximum Pages 5)**

- Provide an overview of the strategic implementation plan/proposed boundaries within which the selected component(s) and activities will be focused and how funding would be utilized. Identify the criteria used for the determination of the planned course of action and how it is supported with other local, regional, state and/or federal resources and master plan(s);
- Provide an outline of the tasks to be performed and the expected time frames within which projected tasks will be completed (beginning and ending dates);
- Identify tangible outcomes/deliverables that will occur as a result of the activities including the projected number of properties that could be assisted and the methodology for the calculation;
- Provide a map outlining the area(s) within which activities will be focused including the criteria used for the determination for all proposed homeowner/homebuyer investment; **Attachment 2D**

- E. Identify the proposed intake/selection process and methodology for identifying and prioritization of the assisted areas, properties and potential applicants; and
- F. Identify any community involvement undertaken or anticipated to be undertaken by the nonprofit and/or partner organizations;
- G. Identify any local and/or state designated investment or incentive target area (NEZ, Main Street, Blueprint, HUD Sustainable/Resilient areas, Redevelopment Readiness areas, Rising Tide areas, etc.) that are supported by current or previous neighborhood-based community involvement plans.

**3. Budget (Narrative - Maximum Pages 2)**

- A. Provide a detailed budget plan (**Exhibit B**) identifying all proposed sources and uses of the HOME funding as well as any leveraged dollars. Note: the proposed budget submission also needs to include a breakdown of the projected hours needed for administration; i.e. salary and travel expenses – limited to 10% of total project costs;
- B. Provide backup documentation validating applicable proposed leveraging by source, dollar amount, commitment status, availability date; **Attachment 3B**
- C. Provide the methodology used to determine the upfront cost analysis/budget plan, the estimated cost per unit, and the proposed activities to be provided to the unit. Provide a justification for cost reasonableness for the estimated costs/activities. **Attachment 3C**

**4. Staffing Experience/Capacity (Narrative - Maximum Pages 5)**

- A. Identify staff members by name and their relevant roles/experience levels;
- B. Identify previous work by the agency in the community;
- C. Describe/Demonstrate agency experience administering federal HOME funds; Include: Applicant Intake and Selection, Income Eligibility Qualification/Verification, Construction Oversight, Grant Management and Compliance;
- D. Identify experience utilizing other federal or state funding;
- E. Identify experience with Homeowner/Homebuyer Implementation and Oversight;
- F. Provide how your agency intends to coordinate, implement and provide oversight of homeowner/homebuyer activities including temporary relocation (if applicable);
- G. Identify any collaborative experience/partnerships with complementary programs and/or other funding resources that you could utilize in conjunction with this grant; and
- H. Identify any partnerships that you have that would assist your agency with effectively and efficiently administering a HOME funded grant; provide any applicable awards and/or recognition received for successful project(s) or partnerships.

**5. Agency Qualifications (Narrative - Maximum Pages 2)**

- A. Describe how your agency will assure compliance with grant administration and audit requirements to ensure program rules and regulations are met.

**Note: All applicants are required to be in compliance with HUD and to be in good standing with MSHDA and all other State of Michigan Agencies.**

- B. Financial Capacity: Provide a sworn statement certifying that your agency is not delinquent in relation to any local, county, state or federal taxing jurisdiction property, income or business taxes. **Attachment 5A**
- C. Technical Capacity: Provide a copy of the most recent monitoring letter(s) (not older than 3 years) and subsequent correspondence issued to your agency for any applicable federal and/or state funding. **Attachment 5B**

***RFP Selection/Evaluation Criteria:***

A MSHDA review committee will make funding recommendations and final award decisions based on the scoring system below.

Recommendations/Selections will be based on a competitive scoring process as follows:

**20 points: Adequate Proposal Content/Agency Support/Prioritization of this Project (Item 1)**

Proposal is clear, concise, complete and realistic in nature – all requested information provided. No typos and/or calculation mistakes.

**40 points: Design/Process Proposal/Implementation Plan (Items 2 and 3)**

**40 points: Experience/Capacity/Qualifications (Items 4 and 5)**

**100 points possible overall**

Additional Consideration for Tiebreaker (if applicable)

Identified Staffing Resources and/or Presentation and/or Interview (upon MSHDA request).

The proposed scoring outlined above will assist the review committee in comparing and assessing RFPs. However, the determination of the most qualified agency and/or proposal may include other criteria and consideration at MSHDA's discretion. The timeline for making a determination and notifying all respondents is anticipated to be no later than November 15, 2016.

***RFP Submission Instructions:***

Three original and if applicable color submissions **MUST** be received no later than **5:00 p.m. on Friday, November 11, 2016**. Submissions that are late **will not be considered**. Electronic submissions to the [HIDMailbox@michigan.gov](mailto:HIDMailbox@michigan.gov) followed by overnighted paper submissions will be accepted. Note: e-mail attachments have system limits that will require documents to be sent in multiple e-mails.



Each response will be reviewed and scored based upon its merit, conformity with HOME regulations, and demonstrated capacity to complete the contract. The HOME regulation policies that will be in effect for the project award can be viewed at:

[http://www.michigan.gov/mshda/0,4641,7-141-5564\\_14770---,00.html](http://www.michigan.gov/mshda/0,4641,7-141-5564_14770---,00.html)

MSHDA reserves the right to reject any and all submissions, or parts thereof, or to waive any informality or defect in any submission if it is in the best interest of MSHDA and the State of Michigan. All submissions shall become the property of MSHDA. All submissions are considered public information and are subject to discovery under the Freedom of Information Act (FOIA).

This RFP is not a binding agreement and the notice of selection under this RFP does not guarantee project funding. Upon final approval from MSHDA, each selected entity must complete a formal application on the OPAL system. Upon successful submission of an application, a written agreement will be executed between the selected nonprofit(s) and MSHDA which will at that time guarantee project funding.

No project costs (HOME or non-HOME) may be incurred prior to the completion of an environmental review and receipt of formal written authorization and release of funds from MSHDA. MSHDA is not liable for any costs incurred prior to execution of a grant agreement.

All questions related to the RFP should be directed to Tonya Young via e-mail to the [HIDmailbox@michigan.gov](mailto:HIDmailbox@michigan.gov) with a Subject Line Reference entitled, "Housing Initiatives Statewide RFP Question" no later than **Tuesday, October 4, 2016 at 5:00 p.m.** Answers to the questions will be provided on the MSHDA website at [http://www.michigan.gov/mshda/0,4641,7-141-5564\\_14770---,00.html](http://www.michigan.gov/mshda/0,4641,7-141-5564_14770---,00.html) on or before Friday, October 7, 2016. In addition, MSHDA will hold a Q & A conference call session on Tuesday, October 11, 2016 from 1 p.m. – 2 p.m. The Conference Call Number is 877.402.9753, Access Code 3292085.

Below is a list of links to the applicable RFP/NOFA Housing Initiatives Policy Document that can be found at [http://www.michigan.gov/mshda/0,4641,7-141-5564\\_14770---,00.html](http://www.michigan.gov/mshda/0,4641,7-141-5564_14770---,00.html):

- [Administrative and Project Costs Policy](#)
- [Administrative and Project Costs Chart](#)
- [Developer Fee](#)
  
- [Required Documents Checklist](#)
- [Household Eligibility Policy](#)

- Underwriting for Homeowner Projects
- Homeowner Certification Form
- Homeowner Rehab Proforma
- Homeowner Rehab Standards
- Certification of After Rehab Value
  
- Underwriting for Homebuyer Projects
- Attachment A: Homebuyer Certification Form
- Attachment B: Homebuyer First Mortgage Requirements
- Attachment C: Homebuyer Closing Costs and Other Fees
- Homebuyer: HPR and ADR Profomas
  
- Subsidy Limits and Lien Requirements
- Life Estate Responsibility Form (If Applicable)
- Land Sales Contract Subordination Agreement Form (If Applicable)
  
- Temporary Relocation Policy
- Claim For Temporary Relocation (If Applicable)

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
HOUSING INITIATIVES DIVISION (HID)  
STATEWIDE HOME RFP COVER LETTER**

<b>I. APPLICANT INFORMATION</b>	
<b>Name:</b> BARRY COUNTY	<b>Phone:</b> 269-945-1284
<b>Address:</b> 220 WEST STATE STREET	<b>Fax:</b> 269-948-4884
<b>City, State:</b> HASTINGS, MI	<b>Zip:</b> 49058
<b>Main Contact:</b> MICHAEL C. BROWN	<b>Email:</b> <a href="mailto:mbrown@barrycounty.org">mbrown@barrycounty.org</a>
<b>MSHDA Org #:</b> 0769	<b>Federal ID#:</b> 386004836



600 characters

**Applicant Type:**

**Local Unit of Government** that is not a HOME Participating Jurisdiction (PJ)

Nonprofit

Select Applicable Type(s): 501(c)3 Land Bank Habitat for Humanity ☒ Associate CDC CAA

Location: Nonprofit operating within a HOME PJ area Nonprofit operating ☒ outside of a HOME PJ area

**MSHDA CHDO Status:**

Currently Certified: Yes No

Certification Needed: Yes No

**II. AUTHORIZED SIGNATORY/CONTACT PERSON.**

**Name:** CRAIG STOLSONBURG

**Phone:** 269-945-1284

**Title:** CHAIRMAN, BOARD OF COMMISSIONERS

**E-Mail:** [cstolsonburg@barrycounty.org](mailto:cstolsonburg@barrycounty.org)

**III. SCOPE OF RFP REQUEST**

TOTAL MSHDA FUNDING REQUESTED: \$ 120,000				
TOTAL LEVERAGED FUNDS: \$ 210,000				
Component(s) requested: Homeowner Rehab Homebuyer – ADR <b>Homebuyer – HPR</b>				

Exhibit B

BUDGET	HRF Funds Requested	Proposed No. of HRF Units	Proposed No. Of Non-HRF Units	Leveraged Funds
<b>Homeowner Assistance</b>				
Rehabilitation				
<b>Sub-Total</b>				
<b>Homebuyer Assistance</b>	\$120,000	3	0	\$210,000
Rehabilitation	\$120,000	3	0	\$210,000
New Construction	0	0	0	0
<b>Sub-Total</b>	\$120,000	3	0	0
<b>Total</b>	\$120,000	3	0	\$210,000

#### PROPOSED BUDGET - LEVERAGED FUNDS

For each source of leveraged funds noted on the budget spreadsheet above, list the contact person(s), telephone number(s), status, and dollar amount. Priority will be given to projects with secured leveraging sources.

Status Definitions:

Secured – has a formal executed agreement and/or source documentation stating the dollar amount, source, effective date, and identifies the eligible activities that can be funded. Applicant must upload supporting documentation.

Committed – has an executed pending commitment letter and/or source documentation stating the anticipated dollar amount, tentative effective date (not greater than 90 days) and identifies the eligible activities that can be funded.

Other Status – grantee has not yet received formal commitment and/or executed a secured agreement for proposed leverage dollars.

Source	Contact Person	Telephone	Status	Amount
			<input checked="" type="radio"/> Secured (Attach Supporting documentation) <input type="radio"/> Committed (will occur within 90 days) (Attach Supporting documentation) <input type="radio"/> Other (Attach an explanation/documentation for Consideration)	

Narrative:

Each homebuyer secures a first mortgage outside of MSHDA repair, and we are not able to have secured or committed first financing until a grant is available and the homebuyer applies for a mortgage. At that point, the funding (leverage) will be available to state from whom and to whom it will apply.

**Complete this table for each leveraged funding source.**

**Overall, the total of all tables provided should match the total leveraged funds identified on the budget)**

## HOMEBUYER CERTIFICATION

---

Eligible Owner(s) / Principal Occupant(s): Name

Co-Owner(s) / Non-Occupant(s): Name

Persons receiving homebuyer assistance through MSHDA's Housing Initiatives Division must read and sign below to certify their understanding and acceptance of the following:

1. The Loan (mortgage and note) is a lien against the property. The Owner(s) shall execute an amended mortgage and note should the amount of assistance change after the original lien documents are executed.
2. The Loan bears no interest.
3. The Loan is NOT a grant or gift.
4. All or a portion of the Loan will be due and payable, pursuant to the terms of the Note, upon the sale, transfer or conveyance of the property and/or upon the death of Eligible Owner(s) and/or when the property is no longer the Eligible Owner's principal place of residence.
5. The following terms and conditions remain in effect for the full affordability period, even if the lien is discharged due to early repayment:
  - The Eligible Owner(s) must occupy the property as their principal place of residence.
  - The Owner(s) may not enter into a Land Contract related to the property.
  - No portion of the property may be rented, unless licensed as a 2-4 unit rental prior to seeking assistance. In that case, the Eligible Owner(s) must occupy one of the units.
  - The property may not be used for any illegal activity.
  - The Homeowner insurance policy must list MSHDA (per Mortgage and Note) as a loss payee.
  - The property must be insured at all times.
  - The Owner(s) must keep real estate taxes paid at all times.
  - The Owner(s) must keep all mortgage payments (if any) up to date and paid on time.
  - The Owner(s) must keep the home in reasonably good repair.
  - The Owner(s) must keep all debris to a minimum to reduce fire, health and safety hazards.
  - The Owner(s) must keep Grantee Name informed as to any changes in the above.

I/We, being the purchaser of the property located at Address, hereby certify my/our understanding and acceptance of the above-written program requirements.

### HOMEBUYER(S)

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

### GRANTEE NAME

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title



## Attachment B

### HID HOMEBUYER FIRST MORTGAGE REQUIREMENTS

MSHDA's Housing Initiatives Division (HID) will only provide Homebuyer Assistance Program Mortgage financing in conjunction with first mortgage loans that meet the following criteria:

1. HID expects that buyers will be directed first to MSHDA Homeownership mortgage products. When other products are being used, the interest rate should be no more than 2% above the MSHDA Homeownership 30 Years – No Down Payment Assistance mortgage product interest rate (4.125% on 8.10.15). <http://www.michigan.gov/mshda/0,1607,7-141-5672-173538--,00.html>
2. Loans should be fully amortizing and have a minimum fixed-rate term of at least 30 years. HID will not accept adjustable rate mortgages (ARMs), balloon loans, or interest only loans for first mortgage loans. In some cases, with prior permission from HID, 15 year mortgages will be considered with documented buyer long-term affordability.
3. Closing costs must be competitive and reasonable. HID will allow a 1% point origination fee and up to a maximum \$350 underwriting fee in addition to actual third-party closing costs. Additional fees paid to or collected by the lender or broker such as application, processing, commitment, and similar fees are generally not acceptable. Single-premium credit life insurance is not allowed under any circumstances as a closing cost. HID federal assistance cannot pay points to buy down the interest rate, however the buyer may pay in addition to their required 1% minimum cash contribution.

Generally, closing costs allowed on MSHDA Homeownership mortgages will be accepted on non-MSHDA mortgages. Attached is the current list of acceptable and unacceptable "HID Homebuyer Closing Costs and Other Fees". If in doubt about the acceptability of any fees, please contact HID staff for additional information.

4. Loan to Value (LTV) limits should be consistent with conventional lending terms.

While there may be individual cases where these requirements may be waived, grantees should request specific exceptions in writing prior to making any commitments to prospective buyers who cannot qualify for loans meeting these criteria. Grantees are reminded that they will be responsible for representations and/or commitments made to prospective buyers without prior approval.

---

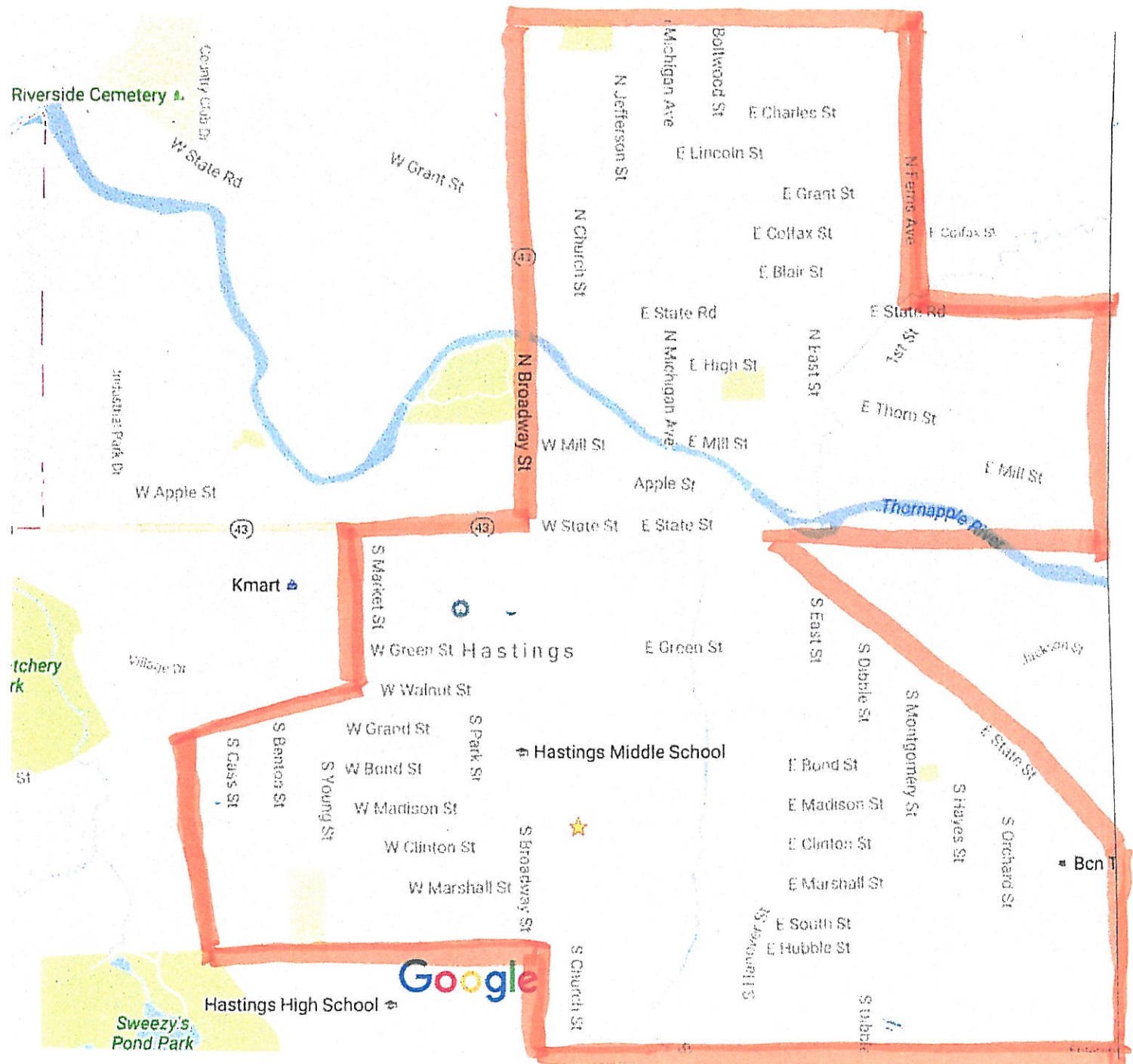
<sup>1</sup> Note that some lenders charge an application fee which is "refundable" at closing. In effect, the application fee covers the cost of an appraisal so that if the loan never closes the buyer, rather than the bank, has paid for the appraisal. Provided it is refundable at closing, usually shown as a credit on the HUD-1 and reflected on the pro forma as part of the buyer's "cash at closing," an application fee is acceptable in addition to the otherwise allowable lender closing costs.



# BARRY COUNTY

## HOME PROGRAM TARGETED MAP

### CITY OF HASTINGS



## AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: 11/8/2016, BOC

DEPARTMENT: Board of Commissioners  
Barry Eaton District Health Department

PREPARED BY: Commissioner Ben Geiger

SUBJECT: New formula and funding

SPECIFIC ACTION(S) REQUESTED: Recommend to the Board of Commissioners approval of the attached memorandum of understanding with the Eaton County Board of Commissioners.

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

Approval of the attached memorandum of understanding with the Eaton County Board of Commissioners.

DESCRIPTION OF ACTION:

**The current method for funding the Health Department is outdated.** Today's arrangement with Eaton County uses a decades-old formula which relies heavily on taxable value and millage rates – not population. This method is also based on an October-September fiscal year, which means Barry County always acts last.

This memorandum of understanding, if passed by both county commissions, would:

- Define each county's contribution to the Health Department through 12/31/2017.
- Replace the existing funding formula with a formula based on population density:

*[Barry County population per square mile]*

*[Barry County population per square mile] + [Eaton County population per square mile]*

TIME FRAME OF ACTION: 1/1/2017 through 12/31/2017

FUNDING REQUIRED: Savings. The MOU would set Barry County's contribution to the Health Department at \$436,800 per year - which is less than current budget projections.

PERSONNEL IF REQUIRED: None. Saves staff time in County Administration, Health Department and Equalization.

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: This MOU requires approval from the Board of Commissioners in both counties.

CONTACT PERSON WITH PHONE NUMBER: Ben Geiger (269) 838-8679

## **Memorandum of Understanding Barry Eaton District Health Department Funding**

**Whereas**, On October 1, 1966 the counties of Eaton and Barry voluntarily elected to merge the two Health Departments into a District Health Department; and

**Whereas**, the initial Statement of Agreement which outlined the plan of organization for the associated health departments of Barry and Eaton Counties, dated February 21, 1967, defined a cost sharing formula that was based on the apportioned population of each county; and

**Whereas**, Eaton County and Barry County, in understanding the importance of protecting public health, jointly desire to create a funding model that will further the mission of the Barry Eaton District Health Department for future generations; and,

**Whereas**, the formula has been modified over time to be based on proportionate share of each County's Gross Taxes based on applicable millage; and,

**Whereas**, the counties are desirous of a funding formula based on population density;

**Therefore Be It Resolved**, beginning January 1, 2017 and through December 31, 2017, the combined monthly appropriation from Eaton and Barry Counties to the Barry Eaton District Health Department shall be set at \$100,000 or \$1,200,000 annually;

**Be It Further Resolved**, that, based on the latest United States Census, the following formula shall be used to determining each county's share of the aforementioned appropriation;

[ \_\_\_\_ County Population Density]

\_\_\_\_\_  
[Eaton County Population Density] + [Barry County Population Density]

**Be It Further Resolved**, that in furtherance of this formula, the share of the appropriation shall be 63.6% for Eaton County and 36.4% for Barry County;

**Be It Further Resolved**, that any additional contribution above the agreed upon annual contribution does not affect the other counties contribution.

\_\_\_\_\_  
Chairman, Barry County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Eaton County

\_\_\_\_\_  
Date