

Please be advised that the Barry County Board of Commissioners has scheduled a Board of Commissioners meeting on February 25, 2020 at 9:00 a.m.
for the purpose of:

AGENDA
for Barry County Board of Commissioners
February 25, 2020; 9:00 a.m.; Commission Chambers
For more information go to: www.barrycounty.org

1. Call To Order at 9:00 a.m.
2. Moment of Silence/Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Written Agenda (including consent items & items for discussion)
6. Reports from State and County Officers
7. Limited Public Comment (3 minutes per person)
8. Various Correspondence
9. Consent Items (voted upon at one time by roll call vote):
 - a. Approval of February 11, 2019 Board of Commissioners meeting minutes.
 - b. Approval of February 18, 2020 Committee of the Whole meeting minutes.
 - c. Approval of the Michigan Department of Agriculture Farmland and Open Space Preservation Program application (more commonly known as PA 116) #19-10 for Regan and Alice Chase in Section 33 of Woodland Township.
 - d. Approval of FY 2020 grant contract amendments to both Adult Drug Court and Sobriety Court to allow for the acceptance of an additional \$8,000.00 in grant funding for each program and authorization for Barry County Trial Court Administrator Ines Straube to electronically sign the grant contracts amendments on behalf of the County, and approval of the attached budget amendments for the Swift & Sure Sanctions Program, 56-B Sobriety Court, Community Corrections, and Adult Drug Court.
 - e. Approval to reclassify one of the Family Division Court Service Specialist I positions (Grade level 5 on the BCCEA pay scale) to a Chief Court Specialist I position (Grade level 7 on the BCCEA pay scale) as described in the attached job description, effective 3/2/2020.
 - f. Approval of the attached Barry County Remonumentation Plan as required under MCL 54.261-54.279.
 - g. Approval to appoint Robert Carr, Michael Pratt, Cam Lear, Steven Koerber, Randall Jonker and Cindy Koster to the Barry County Remonumentation Peer Review Board and to authorize the Chairperson to sign the attached peer review agreements for state reimbursements.
 - h. Approval of the attached Remonumentation Surveyor Agreements between the County of Barry and Brian Reynolds (dba: Reynolds Land Surveying & Mapping P.C.), Arrow Land Survey, Pathfinder Engineering Inc, Crane Land Survey, Carr & Associates LLC, Exxel Engineering, and Jonker Land Surveys PC for the 2020 contract year.
 - i. Approval of the attached employment agreement between the Barry County Board of Commissioners and the Barry County Administrator for a three year period commencing on January 1, 2020 and ending on December 31, 2022.
 - j. Approval of the attached amended Barry County Freedom of Information Act (FOIA) Public Summary of Procedures and Guidelines, FOIA Procedures and Guidelines, and Freedom of

Information Act Request Detailed Cost Itemization form, and approval of the attached Barry County Statutory Fee Costs form.

- k. Approval of the attached schematic design for the Barry County Courts & Law building renovations as prepared by Landmark Design Group and to authorize Timothy A Spitzley Architects LLC to proceed with the construction drawing, bidding and contract administration phases of the project as outlined in the attached proposal dated February 5, 2020.
(roll call vote)

- 10. Presentations:
 - 1. Don Haney – Introduction of Jennifer Heinzman, President of Barry County Chamber of Commerce/EDA
 - 2. Allison Troyer-Wiswell – Blue Zones Update
 - 3. Colleen Acker, COA – Art in Action Program Overview
- 11. Public Hearings: None
- 12. Items for Consideration (roll call vote indicated)
 - a. Approval of claims in the amount of \$86,189.84 **(roll call vote)**
 - b. Adoption of Resolution #20-09, Resolution to Initiate Lake Level Project for Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake. **(roll call vote)**
 - c. Adoption of Resolution #20-10, Resolution to Initiate Lake Level Project for Long Lake. **(roll call vote)**
 - d. Approval of the attached MERS 457 Participation Agreement Amendment to permit Roth Deferral Contributions. **(roll call vote)**
 - e. Approval to create an Ad Hoc Committee to study the Commission on Aging services compared to other counties and report back to the commissioners. **(roll call vote)**
- 13. Unfinished Business
- 14. New Business
- 15. County Administrator's Report
- 16. Chairperson's Report
- 17. Vice Chairperson's Report
- 18. Commissioner Reports (for items not on the Agenda)
- 19. Limited Public Comment (3 minutes per person)
- 20. Other Business
- 21. Adjournment

Heather Wing, Chair
Barry County Board of Commissioners

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

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

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

Barry County Board of Commissioners
February 11, 2020; 9:00 a.m.; Commission Chambers
MINUTES

1. Chair Heather Wing called the regular session of the Barry County Board of Commissioners to Order at 9:00 a.m.
2. Invocation led by Chair Heather Wing.
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, Ben Geiger, Howard Gibson, David Jackson, Dan Parker, Jon Smelker, and Heather Wing. Also present: Clerk Pam Palmer.
5. Approval of Written Agenda (including consent items & items for discussion)

Commissioner Conner asked to have item (c) removed and placed under Items for Consideration. The written agenda was approved as amended.

6. REPORTS FROM STATE AND COUNTY OFFICERS: Commissioner Wing read a note from Representative Julie Calley who sent a State flag to Barry County, which had formerly flown over the State Capitol on October 18, 2019.
7. LIMITED PUBLIC COMMENT: (3 minutes per person)
 - Rick Moore thanked the commissioners for their service and reminded everyone to speak into their microphones.
 - Joel Ibbotson commented on an article written by Rebecca Pierce that appeared in last week's Banner regarding our deputies who serve the public in Barry County. He also commented on another article in last week's paper regarding the public meeting to inform the public on the condition of the jail.
 - Mike Snyder commented on the condition of the COA, and is concerned about adding on 10,000 feet to the existing facility. He also commented that our aging citizens are increasing, so we need to do some visionary work. Also he commented on Judge Schipper's comment in last week's paper that mentioned the need for around 100 beds at the jail.
 - Al Graves thanked the commissioners for reaching out to the public for their input regarding the jail and Commission on Aging.

8. VARIOUS CORRESPONDENCE:

- Commissioner Jackson commented on a letter he received from Cheryl Larabee regarding the article in the Banner on the priority being the jail over the Commission on Aging. She uses the COA serves and the facility expansion is necessary. Also, he has had continuing correspondence with Larry Osborne regarding high water issues.
- Commissioner Smelker received a letter from Mr. Finnigan stating the COA should still be under consideration.
- Commissioner Gibson commented on a couple emails specifying that they would like the COA on the ballot, as well as the jail.

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

- a. Approval of January 28, 2020 Board of Commissioners meeting minutes.
- b. Approval of January 28, 2020 Committee of the Whole goal setting meeting minutes.
- c. Approval of January 29, 2020 Committee of the Whole goal setting meeting minutes. (Moved to Items for Consideration)
- d. Approval of February 4, 2020 Committee of the Whole meeting minutes.
(roll call vote)

Moved by Smelker, seconded by Parker to approve the Consent Items as listed above. Roll call vote. Ayes: Conner, Geiger, Gibson, Jackson, Parker, Smelker, and Wing. Nays: None. Motion carried.

10. Presentations: None

11. Public Hearings: None

12. ITEMS FOR CONSIDERATION (roll call vote indicated)

Approval of transfers and disbursements:

- a. Approval of pre-paid invoices in the amount of \$3,350,835.33
- b. Approval of claims in the amount of \$62,016.88
- c. Approval of Commissioner Reimbursements (mileage) in the amount of \$799.78 **(roll call vote)**

Moved by Parker, seconded by Smelker for approval of pre-paid invoices in the amount of \$3,350,835.33, claims in the amount of \$62,016.88, and Commissioner Reimbursements (mileage) in the amount of \$799.78. Roll call vote. Ayes: Conner, Geiger, Gibson, Jackson, Parker, Smelker, and Wing. Nays: None.

- d. Approval to appoint Matthew Rosser to serve in a position representing the recycling industry on the Barry County Solid Waste Oversight Committee for the remainder of a three-year term that began on November 1, 2018 and expires on October 31, 2021. **(roll call vote)**

Moved by Parker, seconded by Gibson for approval to appoint Matthew Rosser to serve in a position representing the recycling industry on the Barry County Solid Waste oversight Committee for the remainder of a three-year term that began on November 1, 2018 and expires on October 31, 2021. Roll call vote. Ayes: Conner, Geiger, Gibson, Jackson, Parker, Smelker, and Wing. Nays: None.

- e. Adoption of Resolution #20-05, Resolution to Approve the Fiscal Year 2019 Homeland Security Grant Program Intergovernmental Funding Agreement between the County of Van Buren and the County of Barry and authorize the Chairperson and Administrator to sign. **(roll call vote)**

Moved by Parker, seconded by Gibson for of adoption of Resolution #20-05, Resolution to Approve the Fiscal Year 2019 Homeland Security Grant Program Intergovernmental Funding Agreement between the County of Van Buren and the County of Barry and authorize the Chairman and Administrator to sign. Discussion. Roll call vote. Ayes: Conner, Geiger, Gibson, Jackson, Parker, Smelker, and Wing. Nays: None.

- f. Adoption of Resolution #20-06, Resolution For Preliminary Study of Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake. **(roll call vote)**

Moved by Parker, seconded by Jackson for adoption of Resolution #20-06, Resolution For Preliminary Study of Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake. Discussion. Roll call vote. Ayes: Conner, Geiger, Gibson, Jackson, Parker, Smelker, and Wing. Nays: None.

- g. Adoption of Resolution #20-07, Resolution For Preliminary Study of Long Lake. **(roll call vote)**

Moved by Parker, seconded by Gibson for adoption of Resolution #20-07, Resolution For Preliminary Study of Long Lake. Discussion. Roll call vote. Ayes: Conner, Geiger, Gibson, Jackson, Parker, Smelker, and Wing. Nays: None.

- h. Adoption of Resolution #20-08, Resolution For Preliminary Study of Pleasant Lake and Mud Lake. **(roll call vote)**

Moved by Parker, seconded by Geiger for adoption of Resolution of #20-08, Resolution For Preliminary Study of Pleasant Lake and Mud Lake. Roll call vote. Ayes: Conner, Geiger, Gibson, Jackson, Parker, Smelker, and Wing. Nays: None.

- (i) Approval of January 29, 2020 Committee of the Whole Goal Setting meeting minutes.

Moved by Parker, seconded by Conner for approval of January 29, 2020 Committee of the Whole Goal setting meeting minutes. Discussion. Roll call vote. Ayes: Conner, Geiger, Gibson, Jackson, Parker, Smelker, and Wing. Nays: None.

- 13. UNFINISHED BUSINESS: None.
- 14. NEW BUSINESS: None.
- 15. COUNTY ADMINISTRATOR'S REPORT: None.
- 16. CHAIRPERSON'S REPORT: Commissioner Wing mentioned that a dinner and silent auction for the benefit of Walk for Warmth will be held at Applebee's on February 20, 2020 from 4 p.m. to 9 p.m. She also commented that she is about half way through her monthly meetings, and the jail/COA forum will be held this Thursday at the Johnstown Township Hall.

17. VICE CHAIRPERSON'S REPORT: Commissioner Conner attended the Prairieville Township meeting the board approved a FOIA amendment filing fee of \$1.00 per parcel will be charged for FOIA requests on tax information. Also, the Conservation District approved their Budget and Appropriations Act for 2019 and 2020. They appointed Mike Stiffler to the board for a term ending February 28, 2021 to fill the vacancy created when Bill Sowle resigned.

Fallon Ganuskma gave an update on work going on for current grants. They awarded a Forestry Grant and how that grant was to be used. They updated their by-laws and elected officers for their board. The next meeting will be the end of April or first week of May.

At the Orangeville Township meeting, the board set a meeting date of May 12, 2020 due to the May 5 election date. Delton Kellogg will have a millage on the ballot. Drain Commissioner Jim Dull was in attendance and shared options regarding a gift of one acre with the Orangeville Dam on it. The Orangeville Community Outreach reported that 113 families received food boxes for Christmas and in 2019 the Food Pantry was accessed by 142 clients.

Commissioner Conner also attended the SMART meeting in Kent County where Chairwoman Mandy Bolter shared a new video to explain what their county does. Speakers Doug Small, President of Experience Grand Rapids and Mike Guswiler, West Michigan Sports Commission shared how they public/private partnership they have with Kent County has developed and grown and how that has helped the needs of both groups. She went on a short tour of the Gerald R. Ford Museum. County Administrator Wayman Britt shared an African saying at the end of his presentation: "If you want to go far, you go together. If you want to go fast, go alone."

18. COMMISSIONER REPORTS (FOR ITEMS NOT ON THE AGENDA): Each commissioner reported on their various committees, boards, events and meetings.
19. LIMITED PUBLIC COMMENT (3 MINUTES PER PERSON):
- Joel Ibbotson commended Commissioner Wing for bringing students to the commissioner meetings.
 - Mike Snyder commented on campaigning for the Commission on Aging and/or jail. The Board cannot campaign as a whole, but individual commissioners can give their opinion as to the Commission on Aging or Jail facility.
 - Al Graves thanked his commissioner, Dave Jackson, for his involvement in the lake levels.
20. OTHER BUSINESS: None.
21. ADJOURNMENT: at 9:57 a.m.

Heather Wing, Chair
Barry County Board of Commissioners

Pamela A. Palmer, County Clerk

Approved: _____
Date & Initial

Barry County Board of Commissioners - Committee of the Whole
February 18, 2020; 9:00 a.m.; Commission Chambers
MINUTES

Members Present: Commissioners Howard Gibson, David Jackson, Dan Parker, Jon Smelker, and Heather Wing. Absent: Vivian Conner, Ben Geiger. Clerk Pam Palmer was also present.

Others present: Michael Brown, Luella Dennison, Rebecca Pierce, Dep. Tim Allen, Rick Moore, Jack Miner, Sharon Zebrowski, Mark Bonsignore, Cathy Gramze, Charles Hertzler, Brian Cenci, Jim Dull, Doug Kelly, Jim McManus, Tammi Price, Ines Straube, Brian Reynolds, Rosemary Anger, Tim Neeb, Bob Vanderbough, Tammy Hayes, and Dar Leaf.

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

Those present stood and said the Pledge of Allegiance.

PUBLIC COMMENT: None.

JIM MCMANUS – P.A. 116 Application for Regan and Alice Chase

Moved by Smelker, seconded by Gibson to recommend to the Board of Commissioners approval of the Michigan Department of Agriculture Farmland and Open Space Preservation Program application (more commonly known as PA 116) #19-10 for Regan and Alice Chase in Section 33 of Woodland Township. All ayes. Absent: Conner and Geiger. Motion carried.

TAMMI PRICE – FY2020 Grant Increases and Budget Amendments for Specialty Courts

Moved by Gibson, seconded by Smelker to recommend to the Board of Commissioners approval of FY 2020 grant contract amendments to both Adult Drug and Sobriety Court to allow for the acceptance of an additional \$8,000.00 in grant funding for each program and authorization for Barry County Trial Court Administrator Ines Straube to electronically sign the grant contracts amendments on behalf of the County, and approval of the attached budget amendments for the Swift & Sure Sanctions Program, 56-B Sobriety Court, Community Corrections, and Adult Drug Court. All ayes. Absent Conner and Geiger. Motion carried.

INES STRAUBE – Request to Reclassify Court Services Specialist I Position (Probate/Family Court)

Moved by Gibson, seconded by Smelker to recommend to the Board of Commissioners approval to reclassify one of the Family Division Court Service Specialist I positions (Grade level 5 on the BCCEA pay scale) as described in the attached job description, effective 3/2/2020. Discussion. All ayes. Absent: Conner and Geiger. Motion carried.

JIM DULL – 1. Resolution to Initiate Lake Level Project for Cloverdale-Wilkinson-Jones-Mud Lakes

Moved by Jackson, seconded by Gibson to recommend to the Board of Commissioners adoption of Resolution #20-09, Resolution to Initiate lake Level Project for Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake. Discussion. All ayes. Absent: Conner and Geiger. Motion carried.

2. Resolution to Initiate Lake Level Project for Long Lake

Moved by Jackson, seconded by Smelker to recommend to the Board of Commissioners adoption of Resolution #20-10, Resolution to Initiate Lake Level Project for Long Lake. All ayes. Absent: Conner and Geiger. Motion carried.

Recess at 9:34 a.m. Reconvene at 9:44 a.m. with all commissioners present.

BRIAN REYNOLDS - 1. Barry County Remonumentation Plan

Moved by Jackson, seconded by Gibson to recommend to the Board of Commissioners approval of the attached Barry County Remonumentation Plan as required under MCL 54.261-54.279. Discussion. All ayes. Absent: Conner and Geiger. Motion carried.

2. Peer Review Board Appointments and Contracts

Moved by Jackson, seconded by Gibson, to recommend to the Board of Commissioners approval to appoint Robert Carr, Michael Pratt, Cam Lear, Steven Koerber, Randall Jonker and Cindy Koster to the Barry County Remonumentation Peer Review Board and to authorize the Chairperson to sign the attached peer review agreements for state reimbursements. Discussion. All ayes. Absent: Conner and Geiger. Motion carried.

3. Remonumentation Surveyor Agreements

Moved by Jackson, seconded by Smelker to recommend to the Board of Commissioners approval of the attached Remonumentation Surveyor Agreements between the County of Barry and Brian Reynolds (dba: Reynolds Land Surveying & Mapping P.C.), Arrow Land Survey, Pathfinder Engineering Inc., Crane Land Survey, Car & associates LLC., Exxel Engineering, and Jonker Land Surveys PC for the 2020 contract year. Discussion. All ayes. Absent: Conner and Geiger. Motion carried.

MICHAEL BROWN – 1. MERS 457 Participation Agreement Amendment to Allow Post-Tax Contributions

Moved by Gibson, seconded by Parker to recommend to the Board of Commissioners approval of the attached MERS 457 Participation Agreement Amendment to permit Roth Deferral Contributions. Discussion. All ayes. Absent: Conner and Geiger. Motion carried.

2. Amendments to Barry County FOIA Documents

Moved by Gibson, seconded by Jackson to recommend to the Board of Commissioners approval of the attached amended Barry County Freedom of Information Act (FOIA) Public Summary of Procedures and Guidelines, FOIA Procedures and Guidelines, and Freedom of Information Act Request Detailed Cost Itemization form, and approval of the attached Barry County Statutory Fee Costs form. Discussion. All ayes. Absent: Conner and Geiger. Motion carried.

3. Courts & Law Building Renovations/Dept. Relocations/Improvements

Moved by Gibson, seconded by Parker to recommend to the Board of Commissioners approval of the attached schematic design for the Barry County Courts & Law building renovations as prepared by landmark Design Group and to authorize Timothy A. Spitzley Architects LLC to proceed with the construction drawing, bidding and contract administration phases of the project as outlined in the attached proposal dated February 6, 2020. Discussion. All ayes. Absent: Conner and Geiger. Motion carried.

Chair Wing – Contract Renewal and Evaluation for County Administrator

Moved by Parker, seconded by Jackson to recommend to the Board of Commissioners renewal of the employment agreement between the Barry County Board of Commissioners and the Barry County Administrator for a three year period commencing on January 1, 2020 and ending on December 31, 2022. All ayes. Absent: Conner and Geiger. Motion carried.

OTHER BUSINESS: Moved by Smelker, seconded by Gibson to recommend to the Board of Commissioners the creation of an ad hoc committee to study the Commission on Aging services compared to other counties and report back to the commissioners. Discussion. All ayes. Absent Conner and Geiger. Motion carried.

PUBLIC COMMENT

- Cathy Gramze thanked the commissioners on their interest in the COA and let them know that there is a COA meeting this afternoon.
- Sharon Zebrowski thanked the commissioners for their interest in the COA and hopes that the ad hoc committee would include a COA board member.

Commissioner Parker reminded the public and commissioners of the public forum meeting held tonight at the Thornapple Kellogg Middle School at 7:00 p.m. regarding the Jail/COA buildings.

ADJOURNMENT: at 10:58 a.m.

Heather Wing, Chair
Barry County Commissioners

Pamela A. Palmer, County Clerk

Approved: _____
Date and Initial

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC/February 25, 2020
DEPARTMENT: Planning
PREPARED BY: James McManus, AICP
Director, Planning & Zoning
SUBJECT: Regan and Alice Chase Farmland LLC Farmland
Preservation Requests (PA 116)

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of the Michigan Department of Agriculture Farmland and Open Space Preservation Program application (more commonly known as PA 116) #19-10 for Regan and Alice Chase in Section 33 of Woodland Township.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval of the Michigan Department of Agriculture Farmland and Open Space Preservation Program application (more commonly known as PA 116) #19-10 for Regan and Alice Chase in Section 33 of Woodland Township.

DESCRIPTION OF ACTION:

On January 27th, 2020, The Barry County Planning Commission reviewed the request and recommended that it be approved.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO x _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER:

James McManus AICP, Director, Barry County Planning & Zoning – 269-945-1290



**FARMLAND AND OPEN SPACE
PRESERVATION PROGRAM**

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY	
Local Governing Body:	
Date Received	<u>November 14, 2019</u>
Application No:	<u>19-10</u>
State:	<u>Michigan</u>
Date Received	
Application No:	
Approved:	Rejected

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

I. Personal Information:

1. Name(s) of Applicant: Regan Chase Trust
Last First Initial

(If more than two see #15) Alice Chase Trust
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

Married Single

2. Mailing Address: 5591 Coats Grove Rd Hastings MI 49058
Street City State Zip Code

3. Telephone Number: (Area Code) (269) 838-4684

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

5. E-mail address: reganlchase@hotmail.com

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

6. County: Barry 7. Township, City or Village: Woodland Township

8. Section No. 33 Town No. 4 North Range No. 7 West

III. Legal Information:

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

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

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

If "Yes", please explain circumstances: _____

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

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

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

Name the types of mineral(s) involved: _____

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

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

Name: _____

Address: _____

Street City State Zip Code

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

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

Date

Signature of Land Contract Vendor(s) (Seller)

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

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

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

Name: Regan L Chase Title: Trustee

Name: Alice E Chase Title: Trustee

Name: _____ Title: _____

Name: _____ Title: _____

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

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

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

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

Cash crop

b. Total number of acres on this farm 11.89

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

d. Acreage in cultivation: 11.89

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0

f. All other acres (swamp, woods, etc.) 0

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

No. of Buildings Residence: _____ Barn: _____ Tool Shed: _____
 Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
 Poultry House: _____ Milking Parlor: _____ Milk House: _____
 Other: (Indicate) _____

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

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

\$ 4,000 : 11.89 = \$ 336 (per acre)
total income total acres of tillable land

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

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

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

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

1 Keegan Chase
(Signature of Applicant)

(Corporate Name, If Applicable)

1 Alice Chase
(Co-owner, If Applicable)

(Signature of Corporate Officer)

1 10-24-2019
(Date)

Trustee
(Title)

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

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

I. Date Application Received: _____ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
 County Township City Village

This application is approved, rejected Date of approval or rejection: _____

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

Clerk's Signature: _____

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

II. Please verify the following:

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

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

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

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

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

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

<p>Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):</p> <p>COPY SENT TO:</p> <p>____ County or Regional Planning Commission</p> <p>____ Conservation District</p> <p>____ Township (if county has zoning authority)</p> <p>____ City (if land is within 3 miles of city boundary)</p> <p>____ Village (if land is within 1 mile of village boundary)</p>	<p>Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:</p> <p>____ Copy of Deed or Land Contract (most recent showing <u>current ownership</u>)</p> <p>____ Copy of most recent Tax Bill (must include <u>tax description</u> of property)</p> <p>____ Map of Farm</p> <p>____ Copy of most recent appraisal record</p> <p>____ Copy of letters from review agencies (if available)</p> <p>____ Any other applicable documents</p>
---	--

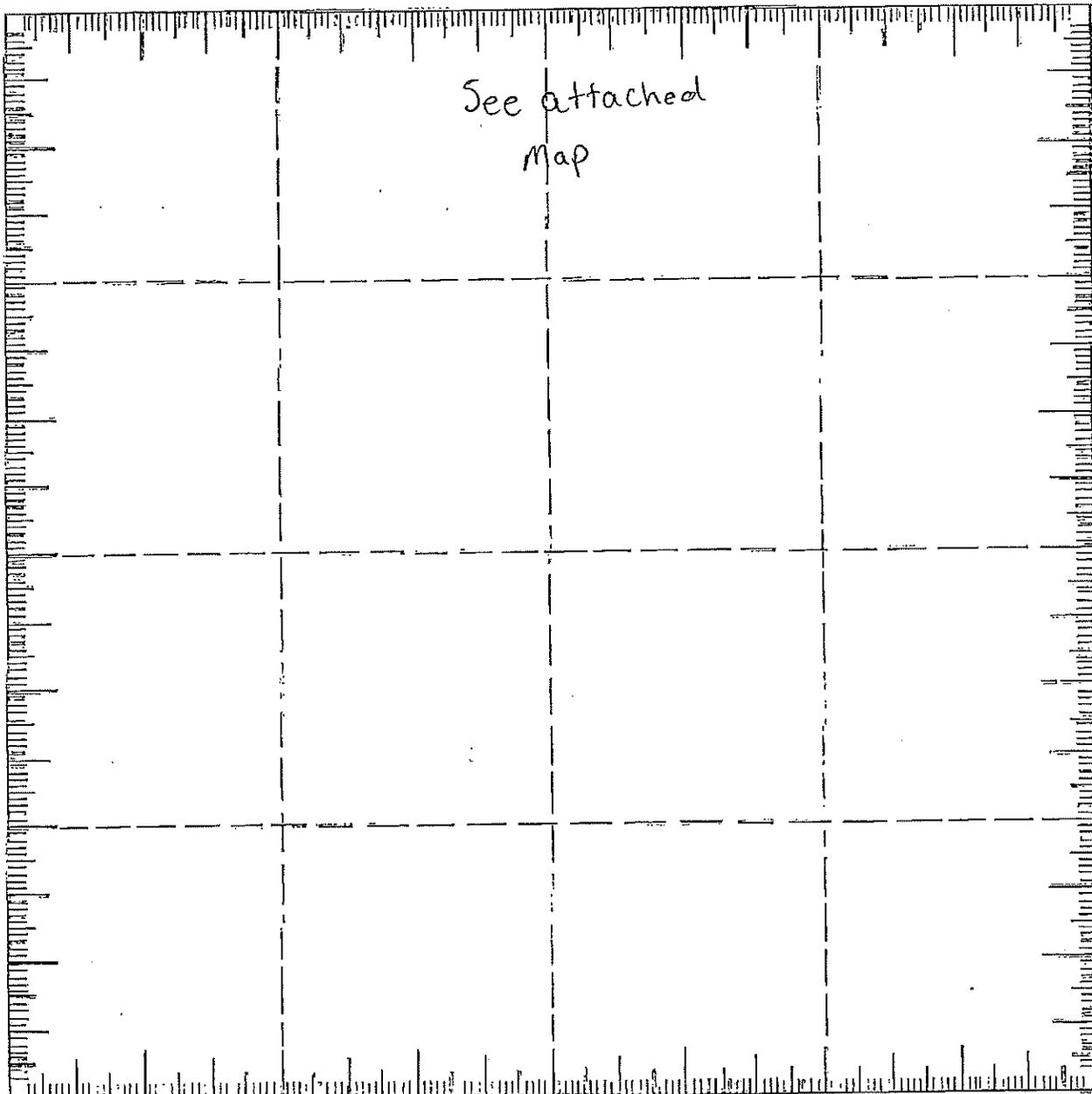
Map of Farm with Structures and Natural Features:

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

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

County Barry
Township Woodland
T 4N R 7W Section 33

↑ North



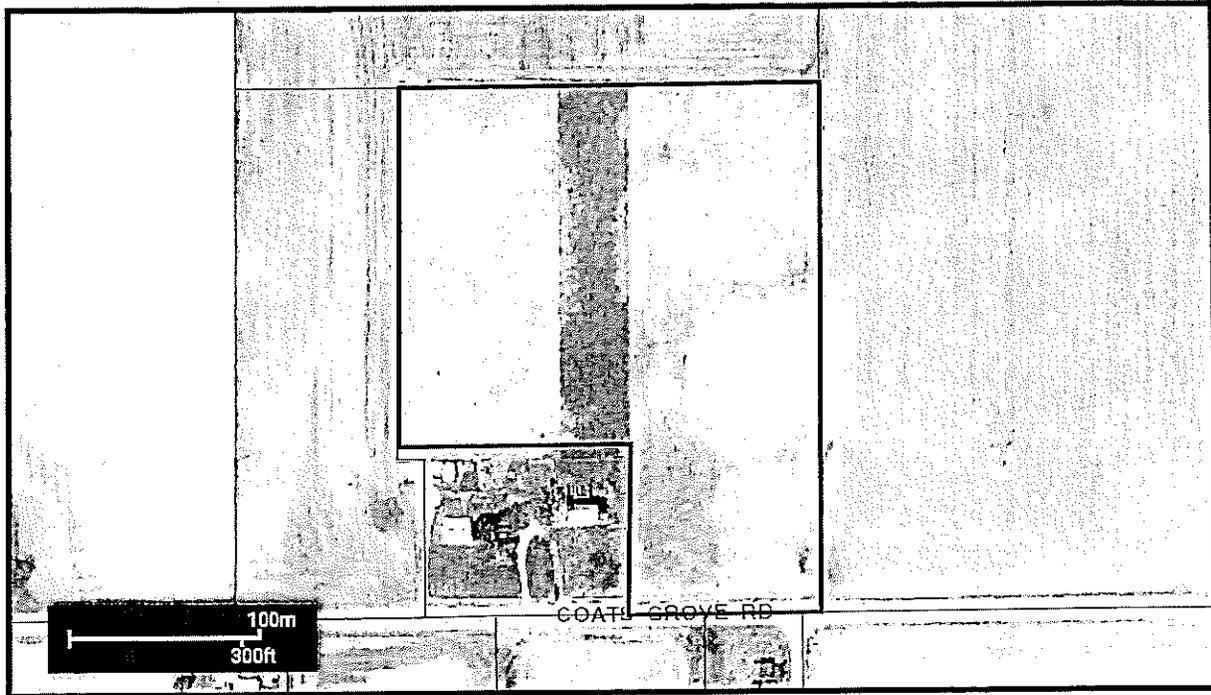


Barry County GIS

Parcel Report: 15-033-300-08

10/18/2019

10:17:37 AM



Property Address

COATS GROVE RD
WOODLAND, MI, 48897

Owner Address

STEMEN BETH A	Unit:	15
-	Unit Name:	WOODLAND
9500 MAPLE GROVE ROAD		
NASHVILLE, MI 49073		

General Information for 2019 Tax Year

Parcel Number:	15-033-300-08	Assessed Value:	\$33,900
Property Class:	401	Taxable Value:	\$16,087
Class Name:	401 RESIDENTIAL IMPROVED	State Equalized Value:	\$33,900
School Dist Code:	34090		
School Dist Name:	LAKWOOD PUBLIC SCHOOLS		
PRE 2018:	0%		
PRE 2019:	0%		

Prev Year Info

Print Date: 09/16/2019
Recpt Date: 09/16/2019

2019
Official Summer Tax Receipt
WOODLAND TOWNSHIP
08-15-033-300-08

Recpt No: 00001099

WOODLAND TOWNSHIP
156 S. MAIN, PO BOX 98
WOODLAND, MI 48897
SHAWN K. DURKEE, TREASURER
1-269-367-4915

Received of:
CHASE REGAN L & ALICE E TRUST
5591 COATS GROVE ROAD
HASTINGS MI 49058

TAXABLE: 16,087 SEV: 33,900 SCHL: 34090
PRE/MBT: 100.0000 CLASS: 102

PREVIOUS PAYMENTS

PREVIOUS PAYMENTS

Date	Chk #	Amount	Date	Chk #	Amount
------	-------	--------	------	-------	--------

** CURRENT PAYMENT **

Date	Chk #	Amount
09/16/2019	6207	184.41

Total Recvd: 184.41

DETAILED BREAKDOWN OF BILLING/PAYMENTS FOR 08-15-033-300-08

DESCRIPTION	MILLAGE	Tax Billed	Total Paid	BALANCE
SET	6.0000	96.52	96.52	0.00
BARRY ALLOCATED	5.3504	86.07	86.07	0.00

Admin Fee		1.82	1.82	0.00
Interest/Pen		0.00	0.00	0.00
Over Payments		0.00	0.00	0.00
TOTALS ----->	11.35040	184.41	184.41	0.00

CNTY: JAN 1 - DEC. 31
SCHL: JULY 1 - JUNE 30

Twn: APRIL 1 - MARCH 31
ST : -

Property Description

Addr: COATS GROVE RD

BEG AT S ¼ COR OF SEC 33, T4N, R7W; W 324 FT ALONG S
SEC LN, TH N 285 FT, TH W 391 FT, TH N 595 FT, TH E
715 PARALLEL S SEC LN, TH S 880 FT ALONG N-S ¼ LN TO
FOR CERTAIN TO BE DETERMINED FOR RECORD AND PURPOSES

To: CHASE REGAN L & ALICE E TRUST
5591 COATS GROVE ROAD
HASTINGS MI 49058

Parcel: 15-033-300-08 Data Current As Of: 10/18/2019

Property Address

COATS GROVE RD
WOODLAND, MI 48897

Owner and Taxpayer Information

Owner	CHASE REGAN L & ALICE E TRUST 5591 COATS GROVE ROAD HASTINGS, MI 49058	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

Legal Description

BEG AT S ¼ COR OF SEC 33, T4N, R7W; W 324 FT ALONG S SEC LN, TH N 285 FT, TH W 391 FT, TH N 595 FT, TH E 715 PARALLEL S SEC LN, TH S 880 FT ALONG N-S ¼ LN TO POB. SUBJECT TO EASEMENT FOR INGRESS AND EGRESS ACROSS THE E 66 FT THEREOF. (SPLIT FROM 15-033-300-06 FOR 2019 ROLL)

General Information for 2019 Summer Taxes

School District	34090	PRE/MBT	100.0000%
Taxable Value	\$16,087	S.E.V.	\$33,900
Property Class	401 - 401-RESIDENTIAL IMPROVED	Assessed Value	\$33,900
Tax Bill Number	No Data to Display	Last Receipt Number	00001099
Last Payment Date	09/16/2019	Number of Payments	1
Base Tax	\$182.59	Base Paid	\$182.59
Admin Fees	\$1.82	Admin Fees Paid	\$1.82
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$184.41	Total Paid	\$184.41
Renaissance Zone	Not Available	Mortgage Code	Not Available

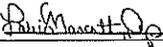
Tax Bill Breakdown for 2019 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
SET	6.000000	\$96.52	\$96.52
BARRY ALLOCATED	5.350400	\$86.07	\$86.07
Admin Fees		\$1.82	\$1.82
Interest Fees		\$0.00	\$0.00
	11.350400	\$184.41	\$184.41

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

Hastings, Michigan 06/25/2019
Barry County, Treasurer's Office

I hereby certify that there are no tax liens or titles on the lands herein described and that all taxes have been fully paid for the five years preceding the date of said instrument. This certificate does not apply to taxes, now in process of collection by township or city or village Collecting officers.

 County Treasurer

OFFICIAL SEAL Barry County Register of Deeds, MI
2019-006067 DW
06/25/2019 01:45:54 PM Page 1 of 3 Fees: \$35.00

MICHIGAN REAL ESTATE TRANSFER TAX
Barry County, MI 06/25/2019 01:45:54 PM
2019-006067 Receipt #19-5590



County Tax: \$63.80 State Tax: \$435.00

PP# 08-15-033-300-08 (2019)
PP# 08-15-033-300-06 PT (2018 & PRIOR)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Beth Ann Stemen, formerly known as Beth Osier, whose address is 9500 Maple Grove Road, Nashville, MI 49073 convey(s) and warrant(s) to Regan L Chase and Alice E Chase, Trustees of the Regan and Alice Chase Trust u/a/d 11/13/17, whose address is 5591 Coats Grove Rd., Hastings, MI 49058, the following described premises:

Land situated in the Township of Woodland/Hastings, County of Barry, Michigan, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Commonly known as: V/L Coats Grove Rd.
Parcel ID No(s): 08-15-033-300-08 (PARCEL 1),

For the full consideration of Fifty-Seven Thousand Six Hundred And No/100 Dollar(s) (\$57,600.00) subject to easements and restrictions of record, if any, and further subject to liens, encumbrances and other matters subsequent to the date of this notice.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right of Farm Act.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto.

SUBJECT to easements and restrictions of record, zoning laws and ordinances affecting the premises, and rights of the public and of any governmental entity in any part thereof taken, used or deeded for street, road, right of way, or highway purposes, and subject to taxes and future installments of special assessments payable hereafter.

The Grantors herein convey to Grantees _____ rights of division under Section 108 of the Michigan Land Division Act.

Dated this 19th day of June, 2019.

Beth Ann Stemen, formerly known as Beth Osier

STATE OF MICHIGAN

COUNTY OF BARRY

The foregoing instrument was acknowledged before me this day by Beth Ann Stemen, formerly known as Beth Osier

Witness my hand and official seal, this the 19th day of June, 2019.

, Notary Public
, acting in Barry County
State of Michigan
My Commission Expires:

DARCY J. WELTON
Notary Public, State of Michigan
County of Barry
My Commission Expires Oct. 19, 2022
Acting in the County of Barry

(SEAL)

Prepared by:
Beth Ann Stemen, formerly known as Beth Osier
9500 Maple Grove Road
Nashville, MI 49073

Assisted By:
Lighthouse Title Agency - Thornapple River, LLC
203 S Michigan Avenue
Hastings, MI 49058

When recorded mail to:
Lighthouse Title Agency - Thornapple River, LLC
203 S. Michigan Avenue
Hastings, MI 49058

Barry County Uncertified Copy

EXHIBIT "A"

PARCEL 1

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 33, TOWN 4 NORTH, RANGE 7 WEST; THENCE WEST 324 FEET ALONG THE SOUTH LINE OF SECTION 33; THENCE NORTH 285 FEET; THENCE WEST 391 FEET; THENCE NORTH 595 FEET; THENCE EAST 715 FEET PARALLEL WITH THE SOUTH LINE OF SECTION 33 TO THE NORTH-SOUTH 1/4 LINE OF SECTION 33; THENCE SOUTH 880 FEET ALONG SAID NORTH-SOUTH 1/4 LINE TO THE PLACE OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ACROSS THE EAST 66 FEET THEREOF, WOODLAND TOWNSHIP, BARRY COUNTY, MICHIGAN.

Barry County Uncertified Copy

**Barry County Planning Commission
Meeting Minutes
January 27, 2020**

The meeting was called to order at 7:00 p.m. by Chairperson Clyde Morgan in the Community Room of the Tyden Center located at 121 South Church Street in Hastings. The Planning Commission members in attendance included: Morgan, John LaForge, Joyce Snow, Ben Geiger, Robert Vanderboegh, and Jack Nadwornik. Jack Miner was absent. Those also in attendance Brandon Orman, Bill Hunter, Barry County Planning Director James McManus, and other interested people.

Motion by Nadwornik to approve the agenda as printed. Support by LaForge. All ayes - motion carried.

The Planning Commission reviewed the Minutes of November 25, 2019. Motion by LaForge to approve the minutes as written. Support by Geiger. All ayes - motion carried.

The Planning Commission reviewed the Minutes of December 18, 2019. Motion by Geiger to approve the minutes as written. Support by LaForge. All ayes - motion carried.

BUSINESS

Morgan explained the procedures of a public hearing.

Special Use

Case No. SP-1-2020

**Brandon Orman (Applicant)
Randy Ellwood (Property Owner)**

Morgan recessed the Planning Commission, opened the public hearing, and asked Orman to present his request.

Orman said he wants to have cars on the property. He noted he buys and sells cars and parts. He said he does not want a full-fledged operation. He said he sells parts on the internet.

Morgan asked if anyone wished to speak in favor of the request. There was no response.

Morgan asked if anyone was opposed. There was no response.

McManus read letters from Hoskins and Ellwood in opposition and noted he had spoken to the Shurlow's by phone regarding quit claim papers in process to realign the East boundary line.

Orman rebutted Hoskins' letter by saying he did have a spill on a previous property he owned and it cost him a lot of money to correct, so he makes sure everything is drained.

Morgan closed the public hearing and reconvened the Planning Commission.

LaForge asked if EGLE had been on site. Orman said no.

LaForge asked if Orman had a state permit for a salvage yard. Orman said not yet.

LaForge noted there needs to be a berm for fencing.

LaForge said he prefers that there only be online sales.

LaForge noted any cars need to be behind fences.

LaForge asked if Orman would have a sign. Orman said no.

Snow asked if Orman was aware of State and Federal regulations. Orman said he needs local approval first.

Snow asked how Orman handles hazardous wastes. Orman said Stoddard picks up the oil and he recycles the antifreeze.

Snow asked how the antifreeze was stored and carried. Orman said in 280 gallon totes.

Snow asked how close the neighbor's house was. Orman said 300 feet.

Snow noted there has to be at least two acres for a site to be approved and asked Orman how large the property was. Orman said either 1.2 or 1.8 acres.

Snow asked about batteries. Orman said he sells them.

Snow asked where the garage was. Orman said it is attached to the house.

Geiger asked why a salvage yard was needed. Orman said he fixes cars, but he will buy another car for parts. He will then scrap the car once the parts are collected.

Geiger asked why he could not buy parts from a store. Orman said buying cars was cheaper.

Geiger asked if Orman had any concerns about postponing the hearing. Orman said he wanted to be able to continue to operate the business temporarily.

McManus noted the request is a result of an enforcement issue. He noted operating the business is up to the courts as a ticket has been issued. He noted the request probably needs to be tabled so the deeds can be corrected. He commented that the deed corrections could make the property two acres in size.

Vanderboegh noted the two acres is required.

Morgan commented that pollution is an issue. He noted oil was draining from a motor. He said there were likely ten cars on site. He stated that the current set-up is all wrong.

Motion by Geiger to table Case No. SP-1-2020 until the March meeting. Support by Snow.

Roll call vote taken: 6 ayes - 0 nays - motion carried. Special Use Tabled.

Site Plan Review

Case No. PR-1-2020

Orangeville Express Stop LLC (Property Owner)

Morgan recessed the Planning Commission, opened the public hearing, and asked a representative to come forward.

Bill Hunter, representing Corrigan Oil, noted the original site plan did not include a kerosene tank. He looked at the plans and noted he would likely have to add a couple of additional bumpers toward the corner of the tank.

LaForge asked what would happen to the air pump. LaForge noted a couple of residents asked while he was reviewing the site.

LaForge questioned if there was enough room for a sidewalk/pad.

Hunter noted he would likely add a rolled curb on the pad.

Snow noted people had been asking about kerosene. She noted the employees in the store had no idea about the plans.

Vanderboegh asked if it would be a double-walled tank. Hunter said yes.

Nadwornik asked if there would be ground containment in the event of a spill. Hunter said it is not on the plan, but he would propose a tilted, curbed pad.

Nadwornik asked if the tank sat above the ground. Hunter said it would be 4-5 feet above the grade.

Motion by Nadwornik to approve Case No. PR-1-2020 with the stipulations that a tilted and curbed pad be installed along with additional bumpers around the tank. Support by LaForge.

Roll call vote taken: 6 ayes - 0 nays - motion carried. Site Plan Review Approved with Stipulations.

Farmland Agreement

#19-10

Regan & Alice Chase

McManus noted the property is planned and zoned for agricultural use. He noted the Chase family owns a lot of farmland in the area.

Motion by Geiger to recommend approval of #19-10 to the Board of Commissioners. Support by LaForge. All ayes - motion carried.

Year-End Review

McManus presented the 2019 year-end report to the Planning Commission. He noted the numbers were similar to 2018, and the county had more new housing starts than anticipated. He noted PCI's information is included as well. He also referred to the enforcement page and commented on the caseload and tickets issued.

Other Business

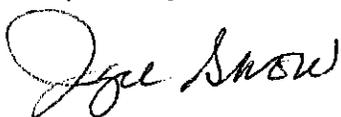
LaForge talked about Great Lakes Energy possibly installing broadband to their service area in Barry County.

McManus noted the Blue Zones team will be doing a presentation on April 1st and said the Planning Commissioners would receive an invitation.

Motion by Morgan to adjourn. Support by LaForge. All ayes - motion carried.

Meeting adjourned at 8:00 p.m.

Respectfully submitted,



Joyce Snow, Secretary

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Tuesday, February 25, 2020, Board of Commissioners

DEPARTMENT: Adult Specialty Courts

PREPARED BY: Tammi Price, Specialty Courts Program Manager

SUBJECT:

- FY 2020 Adult Drug Court and Sobriety Court grant contract amendments for additional grant awards and authorization for Barry County Trial Court Administrator Ines Straube to electronically sign the grant contracts amendments on behalf of the County.
- Budget Amendments for the Adult Drug Court, Sobriety Court, Swift and Sure Sanctions Probation Program, and Office of Community Corrections.

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of FY 2020 grant contract amendments to both Adult Drug Court and Sobriety Court to allow for the acceptance of an additional \$8,000.00 in grant funding for each program and authorization for Barry County Trial Court Administrator Ines Straube to electronically sign the grant contracts amendments on behalf of the County, and approval of the attached budget amendments for the Swift & Sure Sanctions Program, 56-B Sobriety Court, Community Corrections, and Adult Drug Court.

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

Approval of FY 2020 grant contract amendments to both Adult Drug Court and Sobriety Court to allow for the acceptance of an additional \$8,000.00 in grant funding for each program and authorization for Barry County Trial Court Administrator Ines Straube to electronically sign the grant contracts amendments on behalf of the County, and approval of the attached budget amendments for the Swift & Sure Sanctions Program, 56-B Sobriety Court, Community Corrections, and Adult Drug Court.

DESCRIPTION OF ACTION:

The State Court Administrative Office requires electronic signatures to authorize the grant contracts and contract amendments beginning in fiscal year 2020 (10/1/2019). We respectfully request that the Board of Commissioners accept and approve the additional \$8,000 in grant funding awarded to the Adult Drug Court and the additional \$8,000 in grant funding awarded to the Sobriety Court and authorize Barry County Trial Court Administrator Ines Straube to electronically sign the grant contract amendments as the authorized official.

Additionally, we respectfully request approval of the Adult Drug Court, Sobriety Court, Swift and Sure Sanctions Probation Program, and Office of Community Corrections amended budgets (attached) to align grant funding with the county budgets and to include the additional grant funding awarded to both the Adult Drug Court and Sobriety Court.

TIME FRAME OF ACTION: Grant contract amendments must be (Docu)signed and submitted no later than February 28, 2020.

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) State _____
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: NONE _____

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: Additional funding of current programming.

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: Tammi Price at (269) 945-1433



Michigan Supreme Court

State Court Administrative Office

Court Services Division

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone (517) 373-4835

Jennifer Warner
Senior Director

January 30, 2020

Honorable William Doherty, Chief Judge
Barry County Probate Court
Barry County Courts & Law Building
206 W. Court St.
Hastings, MI 49058

Re: FY 2020 Michigan Drug Court Grant Program Additional Award Notification
5th Circuit Court — Hybrid DWI/Drug Court
UI: U10086

Dear Chief Judge Doherty:

I am pleased to inform you that your court has been awarded an additional grant award in the amount of \$8,000 from the Michigan Drug Court Grant Program administered by the State Court Administrative Office (SCAO). With this additional funding, your new total FY 2020 Michigan Drug Court Grant Program award is \$136,000. Please be aware that this award is retroactive to October 1, 2019.

Your court's Project Director, Tammi Price, will receive an amendment document through DocuSign. To accept this additional funding, the amendment must be signed by your court's designated Authorizing Official, Ines Straube, by February 28, 2020.

Additionally, your court's budget including the additional award needs to be updated in WebGrants via a contract amendment by February 28, 2020.

If you have any questions regarding the contract amendment, please contact Lee Ann Gaspar at gasparl@courts.mi.gov, or by telephone at 517-373-6587. If you have questions

January 30, 2020

Page Two

regarding the award amount, please contact Andrew Smith at smitha@courts.mi.gov, or by telephone at 517-373-0954.

Sincerely,



Jessica Parks

Court Services Strategy Senior Manager

cc: Honorable Michael Schipper
Andrew Smith, Problem-Solving Courts Manager
Jill M. Booth, Region V Administrator
Ines Straube, Court Administrator
Tammi Price, Drug Court Project Director



Michigan Supreme Court

State Court Administrative Office

Court Services Division

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone (517) 373-4835

Jennifer Warner
Senior Director

January 30, 2020

Honorable William Doherty, Chief Judge
Barry County Probate Court
Barry County Courts & Law Building
206 W. Court St. Suite 202
Hastings, MI 49058

Re: FY 2020 Michigan Drug Court Grant Program Additional Award Notification
56B District Court — DWI Sobriety Court
UI: U10085

Dear Chief Judge Doherty:

I am pleased to inform you that your court has been awarded an additional grant award in the amount of \$8,000 from the Michigan Drug Court Grant Program administered by the State Court Administrative Office (SCAO). With this additional funding, your new total FY 2020 Michigan Drug Court Grant Program award is \$49,000. Please be aware that this award is retroactive to October 1, 2019.

Your court's Project Director, Tammi Price, will receive an amendment document through DocuSign. To accept this additional funding, the amendment must be signed by your court's designated Authorizing Official, Ines Straube, by February 28, 2020.

Additionally, your court's budget including the additional award needs to be updated in WebGrants via a contract amendment by February 28, 2020.

If you have any questions regarding the contract amendment, please contact Lee Ann Gaspar at gasparl@courts.mi.gov, or by telephone at 517-373-6587. If you have questions

January 30, 2020

Page Two

regarding the award amount, please contact Andrew Smith at smitha@courts.mi.gov, or by telephone at 517-373-0954.

Sincerely,



Jessica Parks

Court Services Strategy Senior Manager

cc: Honorable Michael Schipper
Andrew Smith, Problem-Solving Courts Manager
Jill M. Booth, Region V Administrator
Ines Straube, Court Administrator
Tammi Price, Drug Court Project Director

Specialty Court- 2020 Budget Amendments

ACCT NUMBER	Department		Line Item	2020 ADOPTED BUDGET	Amendment	2020 AMENDED BUDGET		
281	Swift & Sure	E-140-727-000	Office Supplies	500	32.00	532.00		
		E-140-816-000	Contractual Services	31,759	782.00	32,541.00		
		E-140-861-000	Travel	540	(364.00)	176.00		
		E-140-985-000	Drug Testing Supplies	10,330	(450.00)	9,880.00		
					-			
282	56B Sobriety Court	R-000-520-000	Federal Funds	45,950	24,050.00	70,000.00		
		R-000-553-000	State Grant	110,000	(61,000.00)	49,000.00		
		R-000-605-000	District Court Civil Fees	9,000	-	9,000.00		
		R-000-607-180	S.B.C. Program	1,000	-	1,000.00		
		R-000-699-000	Approp. Transfer In	22,399	-	22,399.00		
					188,349	(36,950.00)	151,399.00	
				E-140-703-010	Longevity Pay	362	-	362.00
				E-140-704-000	Permanent Salaries	59,620	-	59,620.00
				E-140-704-020	Sick Payoff	1,483	-	1,483.00
				E-140-715-000	Employers Share FICA	5,054	-	5,054.00
				E-140-716-010	Health Insurance	9,436	-	9,436.00
				E-140-716-020	Dental/Optical	575	-	575.00
				E-140-716-050	Health Ins Pymt in Lieu of	4,600	-	4,600.00
				E-140-717-000	Life Insurance	118	-	118.00
				E-140-718-000	Employer Share Retirement	14,498	-	14,498.00
				E-140-719-020	Disability Admin	34	-	34.00
				E-140-719-030	Disability Claims	418	-	418.00
				E-140-719-050	Unemployment	150	-	150.00
				E-140-719-060	WC	666	-	666.00
				E-140-727-000	Office Supplies	1,475	(571.00)	904.00
				E-140-816-000	Contractual Services	75,479	(33,103.00)	42,376.00
				E-140-851-000	Telephone/Fax	420	-	420.00
				E-140-861-000	Travel	3,631	(2,161.00)	1,470.00
				E-140-985-000	Drug Testing Supplies	10,330	(1,115.00)	9,215.00
						188,349	(36,950.00)	151,399.00
		283	Community Corrections	R-000-544-020	Comm Corrections Grant-Barry	100,332	(12,760.00)	87,572.00
				R-000-544-030	Drunk Driver Jail Reduction	20,474	(1,609.00)	18,865.00
					120,806	(14,369.00)	106,437.00	
				E-152-703-010	Longevity Pay	340	-	340.00
				E-152-704-000	Permanent Salaries	31,517	-	31,517.00
				E-152-704-020	Sick Payoff	784	-	784.00
				E-152-715-000	Employers Share FICA	2,615	-	2,615.00
				E-152-716-010	Health Insurance Claims	9,436	(9,436.00)	-
				E-152-716-020	Dental/Optical	357	-	357.00
				E-152-716-050	Health Ins Pymt in Lieu of	1,534	2,464.00	3,998.00
				E-152-717-000	Life Insurance	75	-	75.00
				E-152-718-000	Employer Share Retirement	7,700	-	7,700.00
				E-152-719-020	Disability Admin	21	-	21.00
				E-152-719-030	Disability Claims	221	-	221.00
				E-152-719-050	Unemployment	79	-	79.00
				E-152-719-060	WC	309	-	309.00
				E-152-727-000	Office Supplies	300	-	300.00
				E-152-743-000	Education Program	-	-	-
				E-152-816-000	Contractual Services	54,698	(6,752.00)	47,946.00
				E-152-861-000	Travel	150	-	150.00
				E-152-957-000	Employee Training	-	-	-
				E-152-960-000	Miscellaneous	-	-	-
				E-152-966-000	Software Maintenance	650	(25.00)	625.00
				E-152-985-000	Drug Testing Supplies	10,020	(620.00)	9,400.00
						120,806	(14,369.00)	106,437.00

Specialty Court- 2020 Budget Amendments

						Page2
ACCT NUMBER	Department		Line Item	2020 ADOPTED BUDGET	Amendment	2020 AMENDED BUDGET
285	Adult Drug Court	R-000-520-010	Federal Grant Byrne/Jag	55,000	(55,000.00)	-
		R-131-533-010	State Grants - Supreme Court	118,000	18,000.00	136,000.00
		R-131-607-140	Assessment Fees	8,000	-	8,000.00
		R-131-607-150	R.E.M.	-	-	-
		R-131-699-000	Approp Transfer In	51,361	-	51,361.00
				232,361	(37,000.00)	195,361.00
		E-131-607-160	Drug Testing Fee	-	-	-
		E-131-703-010	Longevity Pay	707	-	707.00
		E-131-704-000	Permanent Salaries	76,290	-	76,290.00
		E-131-704-020	Sick Payoff	1,898	-	1,898.00
		E-131-715-000	Employers Share FICA	6,153	-	6,153.00
		E-131-716-010	Health Insurance	14,279	-	14,279.00
		E-131-716-020	Dental/Optical	707	-	707.00
		E-131-716-050	Health Ins Pymt in Lieu of	1,534	-	1,534.00
		E-131-717-000	Life Insurance	135	-	135.00
		E-131-718-000	Employer Share Retirement	18,610	-	18,610.00
		E-131-719-020	Disability Admin	40	-	40.00
		E-131-719-030	Disability Claims	535	-	535.00
		E-131-719-050	Unemployment	191	-	191.00
		E-131-719-060	WC	841	-	841.00
		E-131-727-000	Office Supplies	19,870	(5,231.00)	14,639.00
		E-131-816-000	Contractual Services	85,850	(29,858.00)	55,992.00
		E-131-851-000	Telephone/Fax	840	-	840.00
		E-131-861-000	Travel	3,881	(1,911.00)	1,970.00
		E-131-957-000	Employee Training	-	-	-
				232,361	(37,000.00)	195,361.00

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC meeting of 2/25/2020

DEPARTMENT: Barry County Trial Court – Family Division

PREPARED BY: Ines Straube, Court Administrator

SUBJECT: Approval of Court Service Specialist I reclassification request

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval to reclassify one of the Family Division Court Service Specialist I positions (Grade level 5 on the BCCEA pay scale) to a Chief Court Specialist I position (Grade level 7 on the BCCEA pay scale) as described in the attached job description, effective 3/2/2020.

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

Approval to reclassify one of the Family Division Court Service Specialist I positions (Grade level 5 on the BCCEA pay scale) to a Chief Court Specialist I position (Grade level 7 on the BCCEA pay scale) as described in the attached job description, effective 3/2/2020.

DESCRIPTION OF ACTION: The support staff portion of the Family Division consists of a Chief Financial Specialist (Grade 9), one Court Services Specialist II (Grade 5), and two Court Services Specialist I (Grade 5). The request is to reclassify the Court Service Specialist I position held by Rebecca Prowdley to Chief Court Specialist I. The Chief Court Specialist I position will replace the Chief Financial Specialist position. The position was reviewed by the classification committee and placed at a Grade 7 on the Barry County Courthouse Employees Association pay scale. If approved, Ms. Prowdley will move from a Grade 5, 4-year step, to Grade 7, 3-year step, per the BCCEA collective bargaining agreement, Article 8, Section 5, I.

TIME FRAME OF ACTION: If approved, we request the effective date to be March 2, 2020.

FUNDING REQUIRED: YES NO

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED:

NEW OR RENEWAL: The Grade 7 position is new to Family Division.

ANY OTHER PERTINENT INFORMATION: See attached job description. Since July of 2019, Rebecca Prowdley has been performing the duties of the Chief Financial Specialist, along with our District Court Financial Specialist, Beth Dean. Court Administration has monitored the demands of the office in order to determine if we should fill the Chief Financial Specialist or request the reclassification. After six months of piloting this project, we believe reclassification is more cost-effective.

CONTACT PERSON WITH PHONE NUMBER: Ines Straube, 945-1400, Ext. 1044



Barry County

Classification Title	Chief Court Service Specialist I (Probate/Family Division)
FLSA Status	Non-Exempt

GENERAL SUMMARY

The position serves as a lead-worker responsible for performing a variety of clerical tasks involved in processing juvenile delinquency, child welfare and probate matters. Responsible for processing and balancing accounts payables and receivables. Assists in the preparation of monthly and quarter reports to various state agencies. Back-up court recorder for any court within the Unified Trial Court system.

ESSENTIAL DUTIES & RESPONSIBILITIES

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

- Lead-worker responsible for training new, temporary, or seasonal workers.
- Responds to inquiries at the counter and on the telephone, provides information on court procedures. Researches case activity for attorneys and others and directs people to the proper court, individual or office.
- Assist in preparing monthly and quarterly reports to the state for reimbursement of expenditures.
- Prepare vouchers for payment of attorney fees, juvenile probation program expenses, out-of-home placement costs, and other Probate Court/Family Division invoices.
- Handles credit card transactions by approving payments made through third party credit card processing agency.
- Opens juvenile delinquent and neglect/abuse cases, including assigning case numbers, ensuring fingerprints are in the file, scheduling hearings, prepare court-orders, submit criminal history, and monitor restitution.
- Responsible for entering and modifying criminal history report and abstracts to appropriate state agencies.
- Enter court-ordered financial assessments in the court's case management system, and apply late fees as required by statute.
- Accepts, records and receipts payment of court-ordered financial assessments according to the Court's financial policy.
- Assists with collection of court-ordered financial assessments by monitoring payment summaries, preparing show cause orders, and ensuring warrants are entered into LEIN.
- Maintain office inventory and order necessary office supplies.
- Arrange for maintenance on court vehicles.
- Back-up court recorder.

- Performs related work as required.

MINIMUM QUALIFICATIONS

Required Education and Experience

Education: High School diploma or GED equivalent

Experience: 1-3 years related work experience such as accounting, bookkeeping, legal assisting, or any equivalent combination of training, education, and experience that provides the required skills, knowledge and abilities.

Required Licenses or Certifications

Must be able to possess court Certified Electronic Operator certification as designated by the Michigan Supreme Court.

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- Legal terminology and court procedures
- Court rules and statutes
- Customer service principles
- English grammar, spelling, punctuation
- Principles and practices of basic bookkeeping
- Modern office procedures, methods and computer equipment

Skill in:

- Customer Service
- Problem Solving skills
- Interpersonal skills necessary to develop and maintain effective and appropriate work working relationships with internal and external stakeholders
- Strong organizational skills and attention to detail
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Assigning, prioritizing, monitoring, and reviewing work assignments

Ability to:

- Identify and research court rules and statutes
- Multitask various activities and prioritize
- Detect and correct errors
- Explain complex policies and processes in layman's terms
- Balance financial accounts
- Meet schedules and deadlines of the work

- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries

WORK ENVIRONMENT/CONDITIONS

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

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

PHYSICAL DEMANDS

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

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

Date created:	January 2020
Dates revised	

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, February 25, 2020

DEPARTMENT: Remonumentation / County Surveyor

PREPARED BY: Rosemary Anger, Remon Grant Administrator

SUBJECT: 2020 County Remonumentation Plan

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the attached Barry County Remonumentation Plan as required under MCL 54.261-54.279.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):
Approval of the attached Barry County Remonumentation Plan as required under MCL 54.261-54.279.

DESCRIPTION OF ACTION: The enabling legislation requires a revision of the County Remonumentation Plan be in place before March 1, 2020.

TIME FRAME OF ACTION: March 1, 2020

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) State
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: Attached is the 2020 Monumentation and Remonumentation Plan for Barry County.

CONTACT PERSON WITH PHONE NUMBER: Rosemary Anger, 269-779-3310.

MONUMENTATION AND REMONUMENTATION PLAN FOR BARRY COUNTY MICHIGAN- JANUARY 2020

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MONUMENTATION AND REMONUMENTATION PLAN FOR BARRY COUNTY MICHIGAN 2020

SECTION 1 INTRODUCTION – THE REASON FOR THIS PLAN

The adoption by the Barry County Board of Commissioners is a requirement of Act 345 of 1990, as amended, being MCL 54.261-54.279, the State Survey and Remonumentation Act, (hereinafter, “the Act”). Specifically, the 2014 amendment to Section 8 of the Act requires each county to “... establish a county monumentation and remonumentation plan and a perpetual maintenance plan ...” to be submitted to the department (of Licensing and Regulatory Affairs) by March 1st of 2020. Barry County currently has an approved plan in place that was adopted in 1992, that has not been updated or modernized since then. Over the course of the past 27 years, there have been several amendments to the Act, numerous changes in policies and procedures, and tremendous technological advancements, none of which were contemplated by or incorporated into the original plan. Accordingly, the current plan is profoundly out of date.

This 2020 plan is not an update of the old plan; it is a new document, intended to completely replace the previous plan. This plan is intended to be the local controlling document for the Barry County Remonumentation Program. However, the county acknowledges that the Act and associated Administrative Rules are documents that control this plan. In the event of a conflict between this plan and the Act or the Rules (including any future amendments to the Act or the Rules), the Plan must yield.

BARRY COUNTY REMONUMENTATION - A FEW OF THE BASICS

In late 1825, Deputy Surveyor John Mullett surveyed a long portion of the Michigan Base Line, the primary defining east-west line for surveys in Michigan. A portion of the Base Line would later become the south line of Barry County. In January of 1831, Deputy Surveyor Sylvester Sibley completed the original government survey that subdivided Town 3 North, Range 10 West into 36 sections. A short few years later, that government survey township would be organized as the civil municipality known today as Yankee Springs Township.

Thus began and ended the original government surveys of what would become Barry County. There would later be a few small supplemental government surveys of various islands that had been omitted from the earlier surveys.

For surveyors, the term “monument” has two meanings. Neither of these relates to tall granite or marble pillars such as the Washington Monument, nor does it have anything to do with gravesite markers. A survey monument is the physical representation of a section corner, or other important survey reference point. In this context “monument” is a noun. The act of creating a new survey, as the original government survey did in the early 19th century, is

“monumentation,” the installing of original monuments. Restoring and modernizing these monuments, after many decades of deterioration, is “remonumentation,” a verb in this context.

When the original survey was accepted by the Federal Government, and land patents issued to the pioneer settlers, the location of the lines and corners of the survey were fixed in place forever. It is important to understand the distinction between “monument” and “corner.” Monuments are placed in the ground to mark the location of the corner. Monuments are sometimes moved, damaged or destroyed. Corners are not. When a monument marking a corner is moved, it no longer marks the corner. When a monument is completely destroyed, the corner remains in the exact same place, but it is no longer marked by a monument.

There are two distinct circumstances when a corner might no longer be monumented. Most times, even if the witness trees are gone, there will be some good evidence to bring the surveyor back to the exact corner location. Sometimes that evidence will be a quarter-mile or a half-mile away. As long as any such good evidence remains, the corner can be restored in its original position. This circumstance is referred to as an “obliterated” corner. Only after every possible method of restoring the corner in its original position has been tried and failed can a corner be declared “lost” and then restored by proportional methods.

The rectangular survey system is the oldest and most neglected infrastructure in the state of Michigan. Deputy Surveyors, under contract with the federal government, began laying the lines and setting the corners in southeastern Lower Michigan in 1815, finally finishing their work in the western Upper Peninsula in 1855. These lines and corners define nearly all property lines in Michigan. As a matter of convenience, the surveyed lines also became county lines, township lines, and the centerline of many roads.

The original government surveys of Barry County began in late 1825, and were completed in early 1831. Deputy Surveyors John Mullett and Lucius Lyon established the exterior township lines. Musgrove Evans, D.S. and Sylvester Sibley, D.S. subdivided the townships into sections. Mullett, Lyon and Sibley are all well regarded for consistently high-quality survey work. Evans' work was not the same high quality; his low reputation reflects that. Even though his work was not up to the usual standard of the time, Evans' surveys were not the lowest quality either.

These surveyors and their crews were working with very crude instruments (by modern standards) in an unbroken wilderness, running the lines through heavy timber, across rivers, swamps and lakes. Despite the difficult working conditions, they managed to lay out the lines and monument the corners keeping the grid very nearly square, very nearly a mile on a side.

Every mile along the grid, the survey crew would set a “section corner.” At the mid-point of each mile, they would establish a “quarter post.” In each case, they would manufacture a wooden picket from a nearby tree, about three to four feet long, maybe two inches in diameter. The picket would be hewn to a sharp point, then driven into the ground about halfway, leaving perhaps two feet exposed. These pickets marked the location of the section

corner or quarter post for the first time, and would subsequently control and define title lines in the adjoining sections.

This wooden picket obviously would be easy to tamper with. It might be moved a few feet resulting in the illusion of one landowner's gain, another's loss. Or, it might disappear altogether. For this reason, the corner monuments were "witnessed." The surveyor would record the direction and distance from the corner post to two nearby trees. The trees would be blazed and scribed in such a way that the marks would be clearly visible for many years to come. Thus, as long as one or both of the witness trees remained, the corner position could be restored and remonumented quite easily.

When all of the public domain land had been sold by the Federal Government, the records of (and responsibility for) the government survey were transferred to the state. The state, in turn, transferred a hand-transcribed copy of the records to the counties. Responsibility for the local survey records and markers was transferred to the county surveyor by statute

For a couple decades after the original survey, the lines run and the corners established were readily visible. But wooden pickets deteriorate and witness trees don't last forever. It became the duty of the County Surveyor to preserve the corner position by installing a more durable monument and updating the corner witnesses. Typically, the new monument would be a stone, sometimes pointed, sometimes with a chiseled "x" to mark the spot. Usually, the County Surveyor would place around the stone some cultural material, brick, crockery, glass, scrap metal, anything long lasting and distinctly man-made. The new monument and the notes of his survey would thus preserve the corner position for future generations.

HOW DID IT GET THIS BAD? ROADS, NEGLECT, BAD SURVEYS.

ROADS- Today, many (if not most) section corners are located in the traveled portion of public roads. Over the years, corner monuments and roads have had a difficult struggle for co-existence. Too often, the monuments lost the battle.

As the pioneer settlers took up their lands, they needed roads to get around. Again, as a matter of convenience, most of these roads were constructed along section lines. The section line was usually a title (boundary) line between adjoining settlers. Each landowner thus shared both the benefit (accessibility) and the burden (part of their land used for a public purpose) of the road.

For the initial survey of these roads, the section corners were of primary importance. The main goal was to keep the newly constructed roadbed (not much more than a two-track at that time) centered on the section line. Care was taken to preserve the corner position, usually by re-marking it with a stone and brick or crockery. New section corner witnesses were recorded.

For each subsequent improvement to the road, the section corner monuments played an ever-decreasing role. Sometimes hills were cut, hollows were filled, witness trees removed, all without regard to the corner monuments. When the witness trees are gone and the

monuments are destroyed or made inaccessible, the subsequent surveyor's job is made many times more difficult.

Even when the stone marking the corner was not disturbed, road improvements have made it increasingly difficult for surveyors to find the monument. Each successive course of gravel applied to the road puts the monument that much further below the surface. Concrete or blacktop surfaces often made it impossible to find the monument without doing severe damage to the road surface.

Many times, the position of the monument would be "raised" by placing a segment of iron gas pipe or buggy axle above or beside the stone. Ideally, a cast iron ring with a removable lid (called a monument box) would be placed in the paved road surface to allow access to the monument without damaging the road.

NEGLECT- Many off-road section corners are difficult to find. Whereas it was the duty of the County Surveyor to upgrade the monument and update the witnesses, he did this only to those corners he actually visited and used in his surveys. Some section corners were never revisited or used after the original survey. Finding evidence of the original wooden picket or the original witness trees becomes increasingly unlikely as the years, decades, centuries pass. The section corner location remains exactly where it has always been, but finding, proving, and documenting the corner position can be very difficult and time-consuming.

BAD SURVEYS- Yet another source of ambiguity relative to section corner locations can be attributed to surveyors who didn't do their job properly.

During the latter part of the 19th century, elected County Surveyors did most of the survey work, usually dividing whole sections into individual aliquot parcels of 160 acres, 80 acres or 40 acres. The work they did was generally of a high quality.

After the turn of the 20th century, the role of the County Surveyor diminished rapidly. Nearly all of the original land patents had been surveyed. The trend then was for surveys to be done by surveyors in private practice who had no direct affiliation with the county government. Most such surveyors were good ethical hard-working professionals. A few surveyors were not. Those few caused tremendous harm to the integrity of the rectangular survey system.

There are many ways a lazy surveyor can wreak havoc. He might fail to properly research his project in the records at the courthouse. He might improperly declare a corner "lost" when good evidence remains. He might not even try to find the monument, simply pounding an iron pipe into the road, then begin measuring. He might do any or all of these and more, the results are much the same. A monument purporting to represent the corner position is in the wrong place. There might be one monument marking the true corner, several other imposters pretending to be the true corner. The challenge for the modern surveyor is to separate the true corners from the false ones.

REMONUMENTATION IS THE SOLUTION

It is the job of the Remonumentation Program to resolve these ambiguities caused by multiple or missing monuments. The program, begun in 1993, is the first time there has ever been a comprehensive statewide effort to maintain the corners. This work is badly needed and about 100 years overdue.

How does the general public benefit from this? In many ways. The most obvious benefit is preventing future conflicts by resolving ambiguous corners now.

There is another dollars-and-cents justification. You may have heard stories of landowners paying many multiple thousands of dollars for a simple boundary survey. If the section corner monuments are missing, or if multiple monuments seem to mark the corners, the surveyor must resolve the ambiguities before he can even begin to measure for the survey.

It is a grossly unfair situation when the first person that truly needs a survey has to pay the full cost to restore the corners that will also benefit of all of his neighbors. After that first (very expensive) survey, a neighbor might then have his land surveyed at a small fraction of the cost. When the Remonumentation Program restores a corner position, no single landowner is tagged for the whole cost.

Thank you for your patience, understanding and attention.

Brian Reynolds, Barry County Surveyor
Hastings, Michigan

SECTION 2 DEFINITIONS

Part 1

The following definitions are drawn directly from Act 345, and are incorporated herein:

- (a) "Commission" means the state survey and remonumentation commission created in section 3.
- (b) "County plan" means a county monumentation and remonumentation plan and perpetual monument maintenance plan established under section 8.
- (c) "County representative" means the individual obligated to perform the duties of county representative under section 9.
- (d) "Department" means the department of licensing and regulatory affairs.
- (e) "Fund" means the state survey and remonumentation fund created in section 11.
- (f) "Monumentation" means all land surveying activities performed by a surveyor to monument a protracted public land survey corner under this act and in accordance with the laws of this state.

(g) "Original public land survey corner" means a corner established and monumented pursuant to orders and instructions issued by the United States government for the purposes of delineating United States public lands and private lands or subdividing public lands for conveyance.

(h) "Property controlling corner" means either of the following:

(i) A position misidentified as and used as an original public land survey corner or as a protracted public land survey corner that serves to control property lines.

(ii) Any other corner approved by the department, acting in consultation with the commission.

(i) "Protracted public land survey corner" means either of the following:

(i) A closing quarter section position along a township or range line or a center quarter section position that was not actually monumented on the ground in the field notes of the original United States government survey, but that serves to complete the nominal half-mile grid of government corners.

(ii) A monumented position that is not an original public land survey corner, lying on a section line or quarter line near a body of water, that serves to define the section line or quarter line in lieu of a submerged government position or an omitted meander position.

(j) "Remonumentation" means all land surveying activities performed by a surveyor to perpetuate a previously monumented original public land survey corner, protracted public land survey corner, or property controlling corner as provided in this act.

(k) "Surveyor" means a professional surveyor who is licensed to practice professional surveying under article 20 of the occupational code, 1980 PA 299, MCL 339.2001 to 339.2014.

Part 2

The following definitions are drawn directly from Administrative Rule R54.201, and are incorporated herein:

(aa) "Act" means the state survey and remonumentation act, 1990 PA 345, MCL 54.261 to 54.279.

(bb) "Applicant" means a county, or multiple counties, that apply for a grant pursuant to the act.

(cc) "Application" means an annual grant application pursuant to section 13 of the act, MCL 54.273.

(dd) "Annual grant agreement" means the contract between the department and an applicant.

(ee) "Grantee" means an applicant that receives a grant pursuant to the act.

(ff) "Land corner recordation certificate" or (LCRC) means the document prepared and filed pursuant to the corner recordation act, 1970 PA 74, MCL 54.201 to 54.210d.

SECTION 2

DEFINITIONS (Continued)

Part 3

In addition to the terms defined above, the following terms are brought forward from the original plan:

(aaa) "Act" means the state survey and remonumentation act, 1990 PA 345, MCL 54.261 to 54.279.

(bbb) "Commission" means the same term as defined in the Act.

(ccc) "Corner" means a public land survey corner or a property controlling corner.

(ddd) "County Grant Administrator" means a person appointed by the County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a Survey and Remonumentation Grant to the State of Michigan, and the administering of the approved annual grant. The County Grant Administrator's duties are set forth herein.

(eee) "County Representative" means (1) the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 95 of the Michigan Compiled Laws; or (2) the Licensed Surveyor appointed by the County Board of Commissioners if the county does not have a County Surveyor. The County Representative shall perform any duties assigned by law and other duties described herein.

(fff) "Locate" means to recover an existing corner which conforms to the minimum standards specified herein.

(ggg) "Lost Corner" means a previously established corner the position of which cannot be recovered beyond a reasonable doubt, either from traces of the original General Land Office marker or its accessories or from acceptable evidence or testimony that bears upon the original position, and the location of which can be restored only by reference to one or more interdependent corners.

(hhh) "Marker" means the physical object which occupies the location of a public land survey corner, a property controlling corner.

(iii) "Monument" means to install a marker which meets or exceeds minimum standards as specified herein.

(jjj) "Monumentation Surveyor" means a Surveyor who is awarded a contract to (a) perform research for and monument or remonument markers or (b) establish horizontal and/or vertical control markers.

(kkk) "Obliterated Corner" means a previously established corner which has no remaining traces of the marker or its accessories, but the position of which can be determined beyond a reasonable doubt by the acts and testimony of the interested landowners, competent surveyors, or other qualified authorities or witnesses, or by some acceptable record evidence.

(lll) "Open Meetings Act" means Act 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of Michigan Compiled Laws.

(mmm) "Peer Group" means not less than three non-associated Surveyors appointed by the County Board of Commissioners. One member of the Peer Group shall be the County Representative who shall act as chair.

(nnn) "Property-Controlling Corner" means the same term as defined in the Act.

(ooo) "Public Land Survey Corner" means the same as "Original public land survey corner" in the Act.

(ppp) "Remonument" means to install a marker where: (1) the existing marker does not meet the minimum standard as specified; (2) the existing monument is in danger of becoming "lost" or "obliterated".

(qqq) "Surveyor" means a Land Surveyor licensed under Article 20 of the Occupational Code, Act 299 of the Public Acts of 1980, being Sections 339.2001 to 339.2014 of the Michigan Compiled Laws.

SECTION 3 PLAN OBJECTIVES

- A. Provide for the location, monumentation and/or remonumentation of corners as expediently as grant funding will allow.
- B. Maintain and update the system already created for the research of the history of all corners.
- C. Maintain the repository for all records pertaining to Public Land Surveyors.
- D. Provide for a "perpetual maintenance program" for all corners.
- E. Provide for the location of, and a database for, horizontal and vertical control markers.
- F. Coordinate with adjoining counties for the monumentation of county line corners.
- G. Annually determine monumentation requirements for which a grant application will be submitted for state approval.

SECTION 4 GRANT ADMINISTRATION

For the purposes of implementation of the Act, the County Board of Commissioners must appoint a County Grant Administrator. The county shall also appoint a County Representative if the county has abolished the position of County Surveyor in accordance with law.

The County Grant Administrator's duties include:

- A. Submitting annually a grant application and supporting documents to the Department by December 31st.
- B. Selecting Monumentation Surveyors in compliance with Qualification-Based Selection (QBS) as set forth in House Concurrent Resolution 206 (June, 1987).
- C. Submitting proposed County/Monumentation Surveyor Contracts to the Board of County Commissioners for its approval and authorized execution.
- D. Recommending payment to the Monumentation Surveyor as provided by the contract.
- E. Submitting other documentation as required by the department or the commission.

SECTION 5 PLAN EXECUTION

In addition to the duties assigned by law, the County Representative shall establish requirements and procedures to implement the following:

- A. Research the history of corners.
- B. Field verify whether corners are "Existent", "Lost" or "Obliterated".
- C. Set a marker at all corners as approved by the Peer Group. The location of said corners shall be established in accordance with the procedures set forth in Chapter VII (Resurveys and Restoration) of the Manual of Instructions (2009) prepared by the United States Department of the Interior, Bureau of Land Management, Cadastral Survey.

The County Representative shall also be responsible for:

- A. Establishing, scheduling the meetings of, and chairing a Peer Group which will meet and act as advisors for ratification of corner locations. These meetings shall be in compliance with the Open Meetings Act.
- B. Creating and maintaining a filing system for each corner, which contains all survey information compiled.
- C. Submitting documentation to the County Grant Administrator as required for the annual Application for Monumentation Grant which includes, but is not limited to the following:
 1. For the current-year projects, a description of the work, to be completed by December 31st, and the work area remaining to be completed.
 2. A general work-progress report for all previously awarded contracts.
 3. The Work Program for the following year. The work program will indicate:
 - a. The area where the Public Land Survey corners and Property-controlling corners are proposed to be monumented and/or remonumented within the next contract year.
 - b. The area where the Public Land Survey corners and Property-controlling corners are to be researched in the next contract year.

SECTION 6 WORK PROGRAM

To meet the objectives of the Act, all work shall be performed in the following manner:

- A. Research: Corner locations proposed for monumentation and/or remonumentation shall be researched as expediently as grant funding will allow. Copies of all research information shall be available to the public. The county may charge a reasonable fee for such copies.

No marker shall be considered part of the plan until the research has been performed and the location ratified by the Peer Group.

- B. Monumentation: Annually locate and monument or remonument corners as expediently as grant funding will allow.

The corners proposed to be monumented shall be specified as part of the annual grant application. An annual grant may include some unspecified corners in danger of becoming "lost" or "obliterated".

For corners monumented under the Act, the Monumentation Surveyor shall furnish the County Representative two copies of the completed and recorded Land Corner Recordation Certificate, as required by Act 74 of the Public Acts of 1970, as amended, being Sections 54.201 to 54.214 of the Michigan Compiled Laws. The County Representative shall forward copies to the department.

Any surveyor may submit a corner location to the County Representative for Peer Group review.

When filed with the County Representative, all information is considered filed with and available to the Department and the Commission. The county agrees to maintain these records and to provide copies of any records requested by the Department or the Commission at no charge.

SECTION 7 PERPETUAL MONUMENT MAINTENANCE PROGRAM

Upon completion of the initial monumentation and remonumentation phase, when all program corner have been remonumented, the Barry County Remonumentation Program will transition into the "Perpetual Monument Maintenance Program". This phase is described in more detail in "Appendix BB."

SECTION 8 GEODETIC DENSIFICATION AND MAINTENANCE PROGRAM

In the mid-1990s, Barry County spent considerable time, effort and program resources performing a comprehensive recovery of the existing passive control geodetic reference marks of the National Geodetic Survey and the United States Geological Survey. If you search the NGS website for marks in Barry County, you will find the results in the "history" of each mark.

We also took the "densification" seriously. Over the course of two years, together with MDOT and NGS, we added dozens of horizontal control stations, usually in inter-visible pairs along MDOT highways. Then over several more years, we added dozens of vertical control stations. The high-precision leveling included ties to the new horizontal marks. Barry County did the reconnaissance, installed the marks, and assisted with field operations. MDOT personnel and college students did the field work. The resulting density of horizontal and vertical control has served the county well. Barry County will not need a "height modernization" program, because the local geoid model is already very densely defined.

Barry County does not anticipate using any program resources for future passive station recovery or densification, or for maintenance of a redundant local database. We have already fulfilled that obligation.

SECTION 9 AMENDING THE PLAN

This plan may be amended subject to:

- A. Approval of the Board of County Commissioners.
- B. Approval by the Commission.

SECTION 10 SEVERABILITY

If any section or provision of this plan for any reason conflicts with present or future Legislative Acts or Administrative Rules, that section shall be invalid, but such invalidation shall not affect the remaining provisions of the plan.

SECTION 11 ANNUAL FUNDING AVAILABILITY

Work programs specified in Sections 6-8 inclusive shall be adjusted depending on the actual annual grant and other funds available.

APPENDIX AA

Every complete land survey township includes all of the "bingo-code" positions from A-01 to M-13, a grid that is $13 \times 13 = 169$ bingo codes. This figure would include all of the center quarter corners, and all of the closing quarter corners that were generally not monumented at the time of the original government survey. To that figure, we can add the total of numbered meander corners that appear on the official government plat for that specific government survey township.

From the resulting number, we can subtract corners that are common with other corners. For instance, each township has four town corners, A-01, A-13, M-01 and M-13, but most of those positions are common with the adjoining townships. For this reason, corner M-13 is considered the corner unique to a given township, the others are considered "common", and not factored into the inventory. Likewise, meander corners along town lines and range lines will typically be numbered on both government survey plats, but represent only one actual position. For this reason, the meander corners that fall on the south line or the east line of a township will be tallied for that survey township, but not those on the "closing" side of the line. Also, in the rare case where "closing" grid corners are common with the corresponding standard position, only the standard position will be tallied.

Many grid corner positions fall in a natural body of water, and thus cannot be directly monumented. These will be identified, and omitted from the program corner inventory.

Meander corners that serve to define a segment of section line (where a grid corner is in the water) should be monumented. But many meander corners fall directly between two adjacent grid corners, perhaps on opposite sides of a river or small lake. Few such meander corners have been perpetuated through the years; most have not. Where an original meander corner position can be identified, it can and should be further perpetuated. But where meander corners can only be restored on line and at proportional distance between two adjacent grid corners, it serves no purpose to do such restoration. These meander corners will be identified and omitted from the program.

Barry County is blessed with large tracts of land that is public property. Taken together, the Yankee Springs State Recreation Area, the Barry State Game Area, and the Middleville State Game Area comprise a significant portion of Barry County lands. The Remonumentation Program is intended to restore and protect the corners of the rectangular survey system for the benefit of the citizens and property owners. Using program resources for corners that do not benefit the people of Michigan would be counter-productive. Such low-value corners will be omitted from the program.

When all of the additions and subtractions have been taken into account, the actual corner count for every survey township can be tallied. In the following pages, the actual inventory of each of the 16 townships in Barry County will be described.

BARRY COUNTY INVENTORY OF GRID AND MEANDER CORNERS NOT YET ON STATE DATABASE AS OF JANUARY 2020

T1N R7W ASSYRIA TOWNSHIP

Town 1 North, Range 7 West (Assyria Township) consists of the usual 121 grid corners, except for one grid corner (D-9) that falls in a lake. In addition to those, there are 6 numbered meander corners, thus 126 corner positions. Two of the closing section corners were reported as common, A-5 and A-7 (and by definition, closing 1/4 corner A-6). Three township corners are common. $126 - 6 = 120$ unique positions.

Meander Corners MC-4 through MC-6 have been completed. We choose to omit MC-1, M-2 and MC-3 from the program, because these unfinished corners fall between adjoining grid corners. This leaves 117 unique positions as part of the program.

Of those, six remained to be completed at the beginning of 2020. Those corners are:

A-4, B-4, D-4, D-12, H-10 and J-6.

Phase One Remonumentation of Assyria is thus 94.9% complete.

It is likely that these corners will be completed in 2020. If so, Assyria will be the first township to have the first phase complete.

T2N R8W BALTIMORE TOWNSHIP

Town 2 North, Range 8 West (Baltimore Township) consists of the usual 121 grid corners, except for one grid corner (E-13) that falls in a lake. In addition to those, there are 13 numbered meander corners, thus 133 positions. Four of the meander corners (MC-1 through 4) are "closing" corners common to other townships, and six others (MC-5 through MC-10) all fall between adjacent grid corners, thus are omitted from the program. All of the program meander corners have been completed. One closing grid corner is common (A-11), as are three township corners. $133 - 14 = 119$ unique program positions.

Of those, 38 remained to be completed at the beginning of 2020. Those corners are:

A-3, B-2, B-4, B-5, B-6, C-2, C-4, C-5, C-6, D-2,
D-3, D-4, D-5, D-6, D-10, D-11, E-4, E-5, E-6, E-7,
F-4, F-6, F-7, F-8, G-3, G-4, H-4, H-5, H-6, H-8,
I-6, J-1, J-2, J-6, L-2, L-6, L-10, L-12.

Phase One Remonumentation of Baltimore is 68.1% complete.

T1N R9W BARRY TOWNSHIP

Town 1 North, Range 9 West (Barry Township) consists of the usual 121 grid corners, except for seven grid corners (A-3, A-13, B-9, E-3, H-3, J-5 and K-3) that fall in a lake. In addition to those, there are 31 numbered meander corners, thus 145 positions. Seven of the meander corners (MC-25 through 31) are "closing" corners common to other townships, and six others (MC-7, MC-8, MC-11, MC-12, MC-13, MC-14, MC-21 and MC-22), fall between adjoining grid corners, and thus are omitted from the program corner count. One closing grid corner is common (A-11), as are the usual three township corners. Thus Barry Township contains a total of 131 unique program positions.

Of those, 22 grid corners remained to be completed at the beginning of 2020.

The remaining grid corners are:

B-1, B-4, B-8, E-2, F-1, F-2, H-4, H-8, H-11, H-12,
I-4, I-5, I-6, I-11, I-12, I-13, J-6, J-9, J-10, J-11,
J-12, and L-4.

Several meander corner program positions have been completed: MC-9, MC-10, MC-24, and the "common" meander corners MC-25, MC-27, MC-28, MC-29.

Thirteen Meander Corners remain to be completed. They are:

MC-1, MC-2, MC-3, MC-4, MC-5, MC-6, MC-15, MC-16, MC-17, MC-18,
MC-19, MC-20, and MC-23.

Phase One Remonumentation of Barry Township is 73.2% complete.

T4N R8W CARLTON TOWNSHIP

Town 4 North, Range 8 West (Carlton Township) consists of the usual 121 grid corners, except for six grid corners (D-12, E-11, H-9, H-11, K-6, M-5) that fall in lakes or streams. Three township corners are considered common (A-1, A-13, M-1). There are 13 numbered meander corners, none of which are common along closing township lines. However, MC-9 would serve no modern function (rendered obsolete by plats), and is omitted. Thus, there are 124 unique corner positions.

27 grid corners remain to be completed: A-2, A-4, A-10, B-2, B-4, B-10, B-11, B-12, C-12, D-2, D-3, D-4, D-6, D-8, E-3, E-8, E-12, F-2, F-6, F-8, F-12, G-8, H-6, J-9, J-12, K-12, L-12.

Meander Corners completed: MC-2, MC-3, MC-4

Nine meander corners remain to be completed. They are:

MC-1, MC-5, MC-6, MC-7, MC-8, MC-10, MC-11, MC-12 and MC-13.

Phase One Remonumentation of Carlton Township is 70.4% complete.

T3N R7W CASTLETON TOWNSHIP

Town 3 North, Range 7 West (Castleton Township) consists of the usual 121 grid corners, except for four grid corners (A-9, A-10, B-9 and C-8) that fall in Thornapple Lake.

Three township corners are considered common (A-1, A-13, M-1). There are seven numbered meander corners, MC-1, MC-5, MC-6 and MC-7 are common along closing township lines. One meander corner (MC-2) controls no title line, and is being omitted from the program. Thus, there are 120 unique program corner positions within the township.

41 corner positions remain to be completed. They are:

A-4, A-8, B-4, B-8, C-11, C-12, D-4, D-5, D-6, D-7,
D-8, D-9, D-10, E-8, F-7, F-8, F-9, F-10, G-8, G-9,
G-10, H-6, H-7, H-8, H-9, H-10, I-6, I-10, J-4, J-5,
J-6, K-4, L-2, L-4, L-8, L-9, L-10, L-11, L-12,
MC-3 and MC-4.

Phase One Remonumentation of Castleton Township is 65.8% complete.

T3N R8W HASTINGS TOWNSHIP

Town 3 North, Range 8 West (Hastings Township) consists of the usual 121 grid corners, except for two grid corners (M-9, M-10) that fall in Thornapple Lake.

Three township corners are considered common (A-1, A-13, M-1). There are fifteen numbered meander corners. MC-1, MC-2, MC-5, MC-6, MC-8 and MC-9 all fall between adjacent grid corners, and will be omitted, MC-3, MC-4 and MC-7 will be included in the program. Thus, there are 119 unique program corner positions within the township.

43 grid corner positions and 3 Meander Corners remain to be completed. They are:

A-2, B-1, B-2, B-12, C-2, C-6, D-1, D-2, D-4, D-5,
D-6, D-7, D-8, D-9, D-10, E-6, E-8, F-4, F-5, F-6,
F-7, F-8, G-3, G-5, G-6, G-7, G-8, H-1, H-2, H-5,
H-6, H-7, H-8, H-12, I-2, I-10, J-1, J-2, J-10, L-1,
L-2, L-8, L-9, MC-3, MC-4 and MC-7.

Phase One Remonumentation of Hastings Township is 59.3% complete.

T2N R9W HOPE TOWNSHIP

Town 2 North, Range 9 West, Hope Township, consists of the usual 121 grid corners, except for six grid corners, (B-7, D-11, E-11, F-7, G-6, L-7) that fall in a lake. In addition to those, there are 42 numbered meander corners, one of which is common with a grid corner (MC-11 = G-11) and two of which are common corners on a range line (MC-39, MC-40). Three township corners (A-1, A-13 and M-1) are also considered common. The number of unique positions from the government survey thus is $121 - 6 + 42 - 3 - 3 = 151$. 22 meander corners (MC-3, MC-4, MC-5, MC-6, MC-9, MC-10, MC-15, MC-16, MC-22, MC-23, MC-24, MC-29, MC-30, MC-31, MC-32, MC-33, MC-34, MC-35, MC-37, MC-38, MC-41 and MC-42) are considered low-value corners omitted from the program, leaving 129 unique program positions for the township. Of these, 97 grid positions have been completed thus far under Act 345. The remaining 43 positions are:

A-4, A-6, A-8, B-1, B-2, B-4, B-5, B-6, B-8, B-9,
B-12, C-2, C-3, C-4, C-5, C-6, D-1, D-2, D-3, D-4,
D-5, D-6, E-2, E-3, E-4, E-5, E-6, F-1, F-2, F-3,
F-4, F-8, G-2, G-3, G-4, G-5, H-1, H-2, J-1, J-4,
J-8, J-12, and K-12.

Six meander corners have been completed (MC-1, MC-7, MC-8, MC-13, MC-14 and MC-20). The 12 Meander Corners yet to be completed are: MC-2, MC-12, MC-17, MC-18, MC-19, MC-21, MC-25, MC-26, MC-27, MC-28, MC-36 and MC-42.

Phase One Remonumentation of Hope Township is 56.6% complete.

T4N R9W IRVING TOWNSHIP

Town 4 North, Range 9 West (Irving Township) consists of the usual 121 grid corners. There are no meander corners. No grid corners fall in a natural waterway. Three township corners are considered common (A-1, A-13, M-1), leaving 118 unique program positions. 102 corners have been remonumented, leaving 16 grid corners remaining to be completed: B-10, D-2, D-4, D-8, D-12, F-8, H-10, J-2, J-4, J-6, J-8, K-8, L-2, L-4, L-6 and L-8

Phase One Remonumentation of Irving Township is 86.4% complete.

T1N R8W JOHNSTOWN TOWNSHIP

Town 1 North, Range 8 West (Johnstown Township) consists of the usual 121 grid corners, less five grid corners (C-10, D-9, E-1, E-4, and G-4) that fall in lakes. There are 17 numbered Meander Corners, two of which (MC-10 and MC-11) are common corners along the closing town line. Corner G-6 is ambiguous; the government survey notes describe "place for 1/4 corner in lake". No meander corners were set, nor apparently was the 1/4 corner. However, the "place" was witnessed by a 10 inch Beech East 3.50 chains. We believe this represents a legitimate corner position, one that was remonumented years ago, and thus is part of the program.

Three township corners are common. The number of unique positions for the township is 128. The 19 grid corners that remain to be monumented are:

A-2, A-6, A-10, A-12, B-2, B-3, B-4, B-5, B-6, B-12,
C-6, D-4, D-6, D-10, D-12, F-8, F-10, F-12 and J-12.

MC-1, MC-2, MC-5 and MC-6 are low-value corners, thus omitted.

The six meander corners remaining to be monumented are:

MC-3, MC-4, MC-13, MC-14, MC-15, and MC-16.

Phase One Remonumentation of Johnstown Township is 79.8% complete.

T2N R7W MAPLE GROVE TOWNSHIP

Town 2 North, Range 7 West (Maple Grove Township) consists of the usual 121 grid corners. There are no meander corners. No grid corners fall in a natural waterway. Three township corners are considered common (A-1, A-13, M-1), leaving 118 unique program positions. 109 corners have been remonumented, leaving 9 grid corners remaining to be completed: A-8, B-1, B-2, B-4, H-8, H-10, J-12, L-8 and L-12.

Phase One Remonumentation of Maple Grove Township is 92.4% complete.

T2N R10W ORANGEVILLE TOWNSHIP

Town 2 North, Range 10 West (Orangeville Township) consists of the usual 121 grid corners, except six corners that fall in Gun Lake (A-1, B-1, D-1, D-2, E-3, E-4), and one that falls in Wiley Lake (J-9). There are 18 numbered meander corners, four of which are common corners along a closing town line (MC-15, MC-16, MC-17 and MC-18), and six of which are low-value corners omitted from the program (MC-1, MC-2, MC-5, MC-6, MC-9 and MC-10). Two township corners are considered common (A-13, M-1), leaving 120 unique program positions. 25 grid corners remain to be completed. They are: B-2, B-6, B-8, B-10, B-12, D-4, D-8, D-10, D-12, F-4, F-6, F-7, F-8, F-10, G-5, H-1, H-8, H-10, H-12, J-2, J-4, J-6, J-12, L-4, and L-12.

Re monumentation has been completed on several meander corners. They are: MC-3, MC-4, MC-7, MC-8, MC-12, MC-13 and MC-15. are low-value corners, thus omitted.

The only remaining meander corner yet to be remonumented is MC-14.

Phase One Remonumentation of Orangeville Township is 76.2% complete.

Subsequent to the original government survey in 1827, there were two supplemental surveys of omitted islands in Gun Lake. These surveys established no meaningful survey control. Points resulting from the supplemental surveys are not included in the program.

T1N R10W PRAIRIEVILLE TOWNSHIP

Town 1 North, Range 10 West (Prairieville Township) consists of the usual 121 grid corners, except 16 corners that fall in bodies of water (B-2, C-3, C-4, C-6, D-2, H-7, H-9, I-7, J-5, K-12, K-13, L-3, L-4, L-13, M-3 and M-13). There are 49 numbered meander corners, four of which are common with grid corners (MC-10, MC-15, MC-24 and MC-38). Ten other meander corners are low-value corners omitted from the program (MC-11, MC-13, MC-16, MC-19, MC-20, MC-21, MC-22, MC-23, MC-27 MC-28 and MC-35). Three township corners are considered common (A-1, A-13, M-1), leaving 171 unique program positions. 27 grid corners remain to be completed. They are: B-4, B-8, B-10, D-1, D-6, D-10, F-4, F-8, H-1, H-2, H-4, H-6, H-10, I-5, I-6, I-10, J-2, J-4, J-6, J-10, J-11, J-12, L-2, L-6, L-8, L-10 and L-12.

Re monumentation has been completed on several meander corners. They are: MC-1, MC-2, MC-3, MC-4, MC-5, MC-6, MC-7, MC-8, MC-17, MC-18, MC-29, MC-30, MC-31, MC-32, MC-33, MC-42, MC-43, MC-45, MC-46, MC-47, MC-48 and MC-49.

The 12 meander corners remaining to be remonumented are; MC-9, MC-12, MC-14, MC-25, MC-26, MC-34, MC-36, MC-37, MC-39, MC-40, MC-41 and MC-44.

Phase One Remonumentation of Prairieville Township is 76.2% complete.

Subsequent to the original government survey in 1827, there were supplemental surveys of omitted islands in Pine Lake and Crooked Lake, resulting in no additional program corners

T3N R9W RUTLAND TOWNSHIP

Town 3 North, Range 9 West (Rutland Township) consists of the usual 121 grid corners, except for one grid corner that falls in Otis Lake (B-11). One corner falls in a "pond hole" (L-11) and another that falls in a "pond" (H-7); both of these positions have already been remonumented, and thus are program corners. There are 14 numbered meander corners. Four meander corners (MC-5, MC-6, MC-11 and MC-12) and one grid corner (K-3) are permanently submerged beneath the artificial impoundment of Algonquin Lake, thus omitted. 14 grid corners (A-6, A-7, A-8, A-9, A-10, A-12, B-6, B-7, B-8, B-12, B-13, C-11, C-12 and C-13) control no title lines, and are thus omitted. Three township corners are considered common (A-1, A-13, M-1). There are thus 112 program corner positions. The 41 remaining grid corners are: A-6, A-11, B-1, B-2, B-9, B-10, C-2, C-11, C-12, D-1, D-2, D-3, D-4, D-5, D-6, D-12, D-13, F-1, F-2, F-10, F-12, G-2, H-2, H-4, H-5, H-6, I-4, I-5, I-11, J-2, J-4, J-5, J-6, J-11, J-12, K-12, L-2, L-4, L-6, L-7 and L-8. Six meander corners included in the program are: MC-3, MC-4, MC-7, MC-8, MC-9 and MC-10. All other meander corners are omitted. Phase One Remonumentation of Rutland Township is 59.5% complete.

T4N R10W THORNAPPLE TOWNSHIP

Town 4 North, Range 10 West (Thornapple Township) consists of the usual 121 grid corners, except one grid corner (K-13) that falls in the Thornapple River. In addition to those, there are 30 numbered meander corners, two of which (MC-19, MC-20) are common corners along the North town line. Three township corners are considered common (A-1, A-13, M-1). Subsequent to the original General Land Office (GLO) survey, there was a supplemental survey of two islands in the Thornapple River. We have no field notes from the supplemental surveys. The plat of the supplemental survey appears to indicate meander corners numbered 31-34 on one island along the section line between Sections 2 and 11, for a total of 149 positions. 22 of the numbered meander corners serve no modern function, and would add no meaningful survey control (MC-5, MC-6, MC-7, MC-8, MC-9, MC-10, MC-11, MC-12, MC-13, MC-14, MC-15, MC-19, MC-20, MC-26, MC-27, MC-28, MC-29, MC-30, MC-31, MC-32, MC-33, MC-34). These corners are omitted from the program, leaving 127 corner positions in the program. MC-1 and MC-2 have been completed. Ten grid corners remain to be completed: A-5, A-10, A-12, D-4, E-12, F-12, G-13, H-6, H-8, H-12, J-8, J-10, J-11, J-12, L-12. Eight meander corners remain to be completed: MC-16, MC-17, MC-18, MC-21, MC-22, MC-23, MC-24, MC-25. Phase One Remonumentation of Thornapple Township is 85.9% complete.

T4N R7W WOODLAND TOWNSHIP

Town 4 North, Range 7 West (Woodland Township) consists of the usual 121 grid corners, except for eight grid corners (A-5, E-2, F-1, F-2, G-1, L-9, M-7, M-8) that fall in lakes or streams. Three township corners are considered common (A-1, A-13, M-1). There are 17 numbered meander corners, two of which are common along closing township lines. There are thus 125 program corners

Corner K-12 is shown on the state database as being "approved", but does not show up on our local database.

46 grid corners are yet to be completed: B-4, B-6, B-8, B-10, C-5, C-6, D-2, D-3, D-4, D-5, D-6, D-8, D-10, E-4, E-5, E-6, F-1, F-2, F-3, F-4, F-5, F-6, F-8, F-10, F-12, G-2, G-3, G-4, H-2, H-3, H-4, H-6, H-8, H-12, J-2, J-4, J-6, J-8, K-12, L-1, L-2, L-4, L-10, L-11, L-12, M-3.

Most meander corners have been completed. Remaining are: MC-7, MC-8, MC-9 and MC-10

T3N R10W YANKEE SPRINGS TOWNSHIP

Town 3 North, Range 10 West (Yankee Springs Township) consists of the usual 121 grid corners, except for 14 grid corners (A-13, B-5, B-9, B-10, B-11, B12, B-13, C-10, C-11, C-12, D-2, D-12, D-13, E-9, E-11, E-12, F-11 and K-1) that fall in lakes or streams. Three township corners are considered common (A-1, A-13, M-1). There are 34 numbered meander corners, one of which (MC-24) is common along a closing township line. Also, there are two meander corners that were set and witnessed by the government that are unnumbered (UMC-1 and UMC-2) on the South line of Section 34 at Bullhead Lake (not program corners). Ten other meander corners (MC-6, MC-7, MC-9, MC-10, MC-11, MC-12, MC-13, MC-18, MC-19 and MC-22) control no modern title lines, and are thus omitted from the project. A high percentage of this township is state owned as part of the Yankee Springs Recreation Area and the Barry State Game Area. Consequently, 24 grid corners (F-8, F-9, F-10, F-11, F-12, G-9, G-10, H-1, H-2, H-9, H-10, H-11, H-12, I-9, I-10, I-11, J-10, L-8, L-12, M-7, M-8, M-9, M-12 and M-13) control no title lines, and thus are omitted from the project. 103 program corners. Meander corners completed are: MC-1, MC-3, MC-5, MC-8, MC-9, MC-14, MC-15, MC-16, MC-17, MC-20, MC-21, MC-23, MC-24, MC-31 and MC-32.

The 23 remaining grid corners to done are: D-4, D-10, F-4, F-6, F-7, G-8, H-4, H-8, J-6, J-7, J-8, K-10, K-13, L-1, L-2, L-6, L-7, L-9, L-10, L-11, M-6, M-10, M-11.

The 10 remaining meander corners are:

MC-2, MC-4, MC-25, MC-26, MC-27, MC-28, MC-29, MC-30, MC-33 and MC-34.

COMPLETION STATUS OF PHASE 1 REMONUMENTATION AS OF JANUARY 2020

TOWNSHIP	PROGRAM CORNERS	COMPLETED	UNFINISHED	PERCENT COMPLETE
ASSYRIA T1N R7W	117	111	6	94.9%
BALTIMORE T2NR8W	119	81	38	68.1%
BARRY T1N R9W	131	96	35	73.3%
CARLTON T4N R8W	124	88	36	71.0%
CASTLETON T3N R7W	120	79	41	65.8%
HASTINGS T3N R8W	119	73	46	61.3%
HOPE T2N R9W	129	74	55	56.6%
IRVING T4N R9W	118	102	16	86.4%
JOHNSTOWN T1N R8W	124	99	25	79.8%
MAPLE GROVE T2N R7W	118	109	9	92.4%
ORANGEVILE T2N R10W	120	94	26	78.3%
PRAIRIEVILLE T1N R10W	171	132	39	77.2%
RUTLAND T3N R9W	112	65	47	58.0%
THORNAPPLE T4N R10W	128	110	18	85.9%
WOODLAND T4N R7W	125	75	50	60.0%
YANKEE SPRINGS T3N R10W	103	70	33	68.0%
COUNTYWIDE TOTALS	1978	1458	520	73.7%

APPENDIX BB – PERPETUAL MAINTENANCE PROGRAM

When all program corners have been monumented under the Act, a “Perpetual Monument Maintenance Program shall begin. If grant funding levels will allow, the County will attempt to revisit every program corner on a 16-year cycle. For purposes of efficiency, each year, one government survey township will be the focus of that year’s program. To establish the rotation cycle, the first government survey township to be revisited in a comprehensive manner shall be the first that was completed by the subdivision of townships into sections, the last government survey township to be revisited will be the final one completed by the GLO survey. Specifically:

1 st	Town 1 North Range 7 West – Assyria	surveyed in April 1826
2 nd	Town 1 North Range 8 West – Johnstown	surveyed in April and May 1826
3 rd	Town 2 North Range 7 West – Maple Grove	surveyed in May 1826
4 th	Town 2 North Range 8 West – Baltimore	surveyed in June 1826
5 th	Town 1 North Range 9 West – Barry	surveyed in November 1826
6 th	Town 1 North Range 10 West – Prairieville	surveyed in December 1826
7 th	Town 2 North Range 9 West – Hope	surveyed in January 1827
8 th	Town 2 North Range 10 West – Orangeville	surveyed in January 1827
9 th	Town 3 North Range 9 West – Rutland	surveyed in October 1830
10 th	Town 4 North Range 9 West – Irving	surveyed in October 1830
11 th	Town 3 North Range 7 West – Castleton	surveyed in October and November 1830
12 th	Town 3 North Range 8 West – Hastings	surveyed in November 1830
13 th	Town 4 North Range 7 West – Woodland	surveyed in November 1830
14 th	Town 4 North Range 8 West – Carlton	surveyed in December 1830
15 th	Town 4 North Range 10 West – Thornapple	surveyed in December 1830
16 th	Town 3 North Range 10 West – Yankee Springs	surveyed in Sept. 1830 and Jan. 1831

The above prioritization of survey townships notwithstanding, the highest priority corners to be revisited for any project year will be the corners that are known to be in danger of being damaged or destroyed by construction activities, and the corners known to have been already damaged or destroyed.

When a corner is revisited, if the condition of the monument and accessories are found to be substantially as stated in Part C of the most recent filed LCRC, that corner may reported “As described”, This will be defined as the monument exists as previously stated with at least 3 existing witnesses.

A Land Corner Recordation Certificate does not need to be filed with geodetic coordinates if all the following conditions are met:

1. The monument exists as previously stated.
2. At least 3 existing recorded witnesses remain.
3. No additional information has been found to refute the location

APPENDIX CC - PEER REVIEW GROUP

The county peer review group will include only Professional Surveyors in the State of Michigan. The peer review group must have at least three members. The County Representative is the chair of the peer review group. Surveyors from the same firm share one vote, and share one fee for the meeting. An alternate Professional Surveyor can attend a meeting for a member of the peer review group as a proxy vote once per calendar year.

Contract surveyors are not required to be a member of the peer review group. If a surveyor who prepared the LCRC cannot present the corner to the peer review group, the presentation can be delegated to the crew chief or other Professional Surveyor who actively participated in preparing the document. Surveyors who are members of the peer review group cannot vote on corners they present.

Walk-in corners from any Professional Surveyor in the State of Michigan are acceptable. No fee will be paid for walk-in corners, but enough material to complete the Remonumentation of the corner can be shared with the Professional Surveyor once the corner position is accepted.

APPENDIX DD - GEODETIC COORDINATES

Geodetic coordinates as reported on the LCRC will be in degrees, minutes and seconds (to two decimal places) for Latitude and Longitude.

Accuracy of the coordinate will be within 1.0 feet, and will be stated as such on the LCRC recording, along with a statement that the coordinates are suitable for navigation purposes to locate the monument, but not suitable for restoration of the corner position.

A database of corner geodetic coordinates will be maintained by the County Representative.

APPENDIX EE - AGREEMENTS FOR ACTIVE GEODETIC CONTROL SITES

Barry County does not have any existing agreements with MDOT for the maintenance of any Continually Operating Reference Sites (CORS).

APPENDIX FF - COUNTY REVISIONS TO THE REMONUMENTATION PLAN

The original Barry County Remonumentation Plan has not been previously revised. This plan is intended to completely replace the original plan.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, February 25, 2020

DEPARTMENT: Remonumentation / County Surveyor

PREPARED BY: Rosemary Anger, Remon Grant Administrator

SUBJECT: 2020 Peer Review Appointments and Contracts

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval to appoint Robert Carr, Michael Pratt, Cam Lear, Steven Koerber, Randall Jonker and Cindy Koster to the Barry County Remonumentation Peer Review Board and to authorize the Chairperson to sign the attached peer review agreements for state reimbursements.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):
Approval to appoint Robert Carr, Michael Pratt, Cam Lear, Steven Koerber, Randall Jonker and Cindy Koster to the Barry County Remonumentation Peer Review Board and to authorize the Chairperson to sign the attached peer review agreements for state reimbursements.

DESCRIPTION OF ACTION: The enabling legislation requires the individual appointment of members to the Peer Review Board by motion or Board resolution. The attached agreements have been modified pursuant to changes in the state law. These are annual appointments and agreements which need the signature of the chair.

TIME FRAME OF ACTION: April 1, 2020

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) State
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: See attached agreements.

CONTACT PERSON WITH PHONE NUMBER: Rosemary Anger, 269-779-3310.

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as “Board”), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ROBERT R. CARR, P.S. #20704**, whose business address is **CARR & ASSOCIATES LLC, 306 WEST COLUMBIA AVE WEST, BATTLE CREEK, MI 49015** (hereinafter referred to as the “Surveyor”)

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2020 calendar year; and

WHEREAS, the County has entered into Contract Agreements with several surveying companies (hereinafter referred to as “Contractors”) to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed surveyor, has agreed to serve on the County’s Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the “Peer Review Committee”) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

- I. SCOPE OF SERVICES.** The Surveyor, **ROBERT R. CARR, P.S. #20704**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County’s Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR.** It is expressly understood and agreed by the Surveyor that the performance of the services required in Section 1 are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section 1.

- III. COMPENSATION.** The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING OF THE Peer Review Committee which the Surveyor attends and participates. It is expressly understood and agreed that the total compensation to be paid the Surveyor for the services it renders under this Agreement shall not exceed the sum of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00).
- IV. LICENSING.** Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW.** The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.
- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, marital status or political affiliation.

The Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L.93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC S 12101 et seq), as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement affective as of the date of delivery of written notification to the Surveyor.

VIII. APPOINTED OFFICIAL. It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as an employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

IX. WAIVERS. No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- X. **MODIFICATION OF AGREEMENT**, Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. **ASSIGNMENT OR SUBCONTRACTING**. The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. **SECTION TITLES**. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. **COMPLETE AGREEMENT**. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. **CONSTRUCTION**. When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. **AGREEMENT PERIOD AND TERMINATION**. The term of this Agreement shall commence on the 1st day of January, 2020 and shall continue through the 31st day of December, 2020, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

- XVI. **SEVERABILITY OF INVALID PROVISIONS**. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
- XVII. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT**. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as “Board”), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **MICHAEL PRATT, P.S. #43067**, whose business address is **CRANE LAND SURVEYING, P.C., 14250 BEADLE LAKE RD, SUITE 130, BATTLE CREEK, MI 49014** (hereinafter referred to as the “Surveyor”)

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2020 calendar year; and

WHEREAS, the County has entered into Contract Agreements with several surveying companies (hereinafter referred to as “Contractors”) to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed surveyor, has agreed to serve on the County’s Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the “Peer Review Committee”) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

- I. **SCOPE OF SERVICES.** The Surveyor, and **MICHAEL PRATT, P.S. #43067**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County’s Surveying, Monumentation and Remonumentation Project.

- II. **SERVICES NOT EXCLUSIVE TO SURVEYOR.** It is expressly understood and agreed by the Surveyor that the performance of the services required in Section 1 are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section 1.

- III. COMPENSATION.** The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING OF THE Peer Review Committee which the Surveyor attends and participates. It is expressly understood and agreed that the total compensation to be paid the Surveyor for the services it renders under this Agreement shall not exceed the sum of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00).
- IV. LICENSING.** Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW.** The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.
- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, marital status or political affiliation.

The Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L.93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC S 12101 et seq), as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Surveyor.

VIII. APPOINTED OFFICIAL. It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as an employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

IX. WAIVERS. No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- X. **MODIFICATION OF AGREEMENT**, Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. **ASSIGNMENT OR SUBCONTRACTING**. The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. **SECTION TITLES**. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. **COMPLETE AGREEMENT**. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. **CONSTRUCTION**. When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. **AGREEMENT PERIOD AND TERMINATION**. The term of this Agreement shall commence on the 1st day of January, 2020 and shall continue through the 31st day of December, 2020, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

- XVI. **SEVERABILITY OF INVALID PROVISIONS**. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
- XVII. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT**. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

AGREEMENT FOR PEER REVIEW SERVICES

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WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2020 calendar year; and

WHEREAS, the County has entered into Contract Agreements with several surveying companies (hereinafter referred to as “Contractors”) to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed surveyor, has agreed to serve on the County’s Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the “Peer Review Committee”) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

- I. SCOPE OF SERVICES.** The Surveyor, and **CAM LEAR, P.S. #67176**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County’s Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR.** It is expressly understood and agreed by the Surveyor that the performance of the services required in Section 1 are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section 1.

- III. COMPENSATION.** The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS

(\$200.00) FOR EACH MEETING OF THE Peer Review Committee which the Surveyor attends and participates. It is expressly understood and agreed that the total compensation to be paid the Surveyor for the services it renders under this Agreement shall not exceed the sum of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00).

- IV. **LICENSING.** Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. **APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. **COMPLIANCE WITH THE LAW.** The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.
- VII. **NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, marital status or political affiliation.

The Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L.93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC S 12101 et seq), as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement affective as of the date of delivery of written notification to the Surveyor.

VIII. APPOINTED OFFICIAL. It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as an employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

IX. WAIVERS. No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- X. **MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. **ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. **SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. **COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. **CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. **AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 1st day of January, 2020 and shall continue through the 31st day of December, 2020, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

- XVI. **SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
- XVII. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto on the day and year first above written have fully executed this Agreement.

WITNESSED BY:

**BARRY COUNTY BOARD OF
COMMISSIONERS FOR :
COUNTY OF BARRY**

_____ Date By: _____
Heather Wing, Chairperson
County Board of Commissioners

_____ Date By: _____
Pamela Palmer, County Clerk

**Cam Lear, P.S. #67176
Excell Engineering, Inc.**

_____ Date By: _____
(Signature)

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **STEVE KOERBER, P.S. #39085**, whose business address is **ARROW LAND SURVEYS, 335 WILLOW RUN DR, WAYLAND, MI 49348** (hereinafter referred to as the "Surveyor")

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2020 calendar year; and

WHEREAS, the County has entered into Contract Agreements with several surveying companies (hereinafter referred to as "Contractors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed surveyor, has agreed to serve on the County's Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the "Peer Review Committee") subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

- I. SCOPE OF SERVICES.** The Surveyor, and **STEVE KOERBER, P.S. #39085**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County's Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR.** It is expressly understood and agreed by the Surveyor that the performance of the services required in Section 1 are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section 1.

- III. COMPENSATION.** The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING OF THE Peer Review Committee which the Surveyor attends and participates. It is expressly understood and agreed that the total compensation to be paid the Surveyor for the services it renders under this Agreement shall not exceed the sum of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00).
- IV. LICENSING.** Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW.** The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.
- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, marital status or political affiliation.

The Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L.93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC S 12101 et seq), as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement affective as of the date of delivery of written notification to the Surveyor.

VIII. APPOINTED OFFICIAL. It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as an employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

IX. WAIVERS. No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- X. **MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. **ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. **SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. **COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. **CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. **AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 1st day of January, 2020 and shall continue through the 31st day of December, 2020, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

- XVI. **SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
- XVII. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto on the day and year first above written have fully executed this Agreement.

WITNESSED BY:

**BARRY COUNTY BOARD OF
COMMISSIONERS FOR :
COUNTY OF BARRY**

_____ By: _____
Date Heather Wing, Chairperson
County Board of Commissioners

_____ By: _____
Date Pamela Palmer, County Clerk

**Steve Koerber P.S. #39085
Arrow Land Surveys**

_____ By: _____
Date (Signature)

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as “Board”), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **RANDALL JONKER, P.S. #49331**, whose business address is **JONKER LAND SURVEYS P.C., 8373 MERTON AVE SW, BYRON CENTER, MI 49315** (hereinafter referred to as the “Surveyor”)

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2020 calendar year; and

WHEREAS, the County has entered into Contract Agreements with several surveying companies (hereinafter referred to as “Contractors”) to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed surveyor, has agreed to serve on the County’s Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the “Peer Review Committee”) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

- I. SCOPE OF SERVICES.** The Surveyor, **RANDALL JONKER, P.S. #49331**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County’s Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR.** It is expressly understood and agreed by the Surveyor that the performance of the services required in Section 1 are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section 1.

- III. COMPENSATION.** The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS

(\$200.00) FOR EACH MEETING OF THE Peer Review Committee which the Surveyor attends and participates. It is expressly understood and agreed that the total compensation to be paid the Surveyor for the services it renders under this Agreement shall not exceed the sum of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00).

- IV. **LICENSING.** Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. **APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. **COMPLIANCE WITH THE LAW.** The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.
- VII. **NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, marital status or political affiliation.

The Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L.93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC S 12101 et seq), as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement affective as of the date of delivery of written notification to the Surveyor.

VIII. APPOINTED OFFICIAL. It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

IX. WAIVERS. No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- X. **MODIFICATION OF AGREEMENT**, Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. **ASSIGNMENT OR SUBCONTRACTING**. The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. **SECTION TITLES**. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. **COMPLETE AGREEMENT**. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. **CONSTRUCTION**. When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. **AGREEMENT PERIOD AND TERMINATION**. The term of this Agreement shall commence on the 1st day of January, 2020 and shall continue through the 31st day of December, 2020, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

- XVI. **SEVERABILITY OF INVALID PROVISIONS**. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
- XVII. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT**. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as “Board”), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **CINDY KOSTER, P.S. #4001047959**, whose business address is **PATHFINDER ENGINEERING, INC., 2335 BYRON CENTER AVE SW, BYRON CENTER MI 49315** (hereinafter referred to as the “Surveyor”)

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2020 calendar year; and

WHEREAS, the County has entered into Contract Agreements with several surveying companies (hereinafter referred to as “Contractors”) to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed surveyor, has agreed to serve on the County’s Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the “Peer Review Committee”) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

- I. SCOPE OF SERVICES.** The Surveyor, **CINDY KOSTER, P.S. #4001047959**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County’s Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR.** It is expressly understood and agreed by the Surveyor that the performance of the services required in Section 1 are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section 1.

- III. **COMPENSATION.** The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING OF THE Peer Review Committee which the Surveyor attends and participates. It is expressly understood and agreed that the total compensation to be paid the Surveyor for the services it renders under this Agreement shall not exceed the sum of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00).
- IV. **LICENSING.** Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. **APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. **COMPLIANCE WITH THE LAW.** The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.
- VII. **NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, marital status or political affiliation.

The Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L.93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC S 12101 et seq), as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement affective as of the date of delivery of written notification to the Surveyor.

VIII. APPOINTED OFFICIAL. It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as an employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

IX. WAIVERS. No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- X. **MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. **ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. **SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. **COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. **CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. **AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 1st day of January, 2020 and shall continue through the 31st day of December, 2020, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

- XVI. **SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
- XVII. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, February 25, 2020

DEPARTMENT: Remonumentation / County Surveyor

PREPARED BY: Rosemary Anger, Remon Grant Administrator

SUBJECT: 2020 Remonumentation Contracts

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the attached Remonumentation Surveyor Agreements between the County of Barry and Brian Reynolds (dba: Reynolds Land Surveying & Mapping P.C.), Arrow Land Survey, Pathfinder Engineering Inc, Crane Land Survey, Carr & Associates LLC, Exxel Engineering, and Jonker Land Surveys PC for the 2020 contract year.

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

Approval of the attached Remonumentation Surveyor Agreements between the County of Barry and Brian Reynolds (dba: Reynolds Land Surveying & Mapping P.C.), Arrow Land Survey, Pathfinder Engineering Inc, Crane Land Survey, Carr & Associates LLC, Exxel Engineering, and Jonker Land Surveys PC for the 2020 contract year.

DESCRIPTION OF ACTION: The enabling legislation requires the individual appointment of members to the Peer Review Board by motion or Board resolution. The attached agreements have been modified pursuant to changes in the state law. These are annual appointments and agreements which need the signature of the chair.

TIME FRAME OF ACTION: April 1, 2020

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) State
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: See attached agreements.

CONTACT PERSON WITH PHONE NUMBER: Rosemary Anger, 269-779-3310.

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **BRIAN REYNOLDS, P.S. 31622**, doing business as **REYNOLDS LAND SURVEYING & MAPPING, P.C.** whose business address is **138 W. STATE STREET, HASTINGS, MI 49058** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry county; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74,1970 and presentation of all data to peer review committee and approval.

D. Record keeping of all field activities and corner research in accordance with acceptable County standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks.

II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of \$8670.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
 - b) Independent Contractor Coverage.
 - c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

- B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.
- C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.
- D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former state of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

- XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

COUNTY OF BARRY

Michigan Professional Surveyor
No. _____

Rosemary Anger
Grant Administrator

Company _____

Date

Date

Heather Wing – Chairperson
Barry County Board of Commissioners

WITNESSED BY:

Date

Date
BARRY CO. REMON CONTRACT-2020

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **ARROW LAND SURVEYS** whose business address is **335 WILLOW RUN, WAYLAND MI 49348** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry county; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.
 - B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
 2. Excavation for physical evidence of monumentation of government corners.
 3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
 4. Establishment of acceptable accessories for all monumented section corners.
- C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of \$5775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.
- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
 - b) Independent Contractor Coverage.
 - c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former state of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

- XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

COUNTY OF BARRY

Michigan Professional Surveyor
No. _____

Rosemary Anger
Grant Administrator

Company _____

Date

Date

Heather Wing – Chairperson
Barry County Board of Commissioners

WITNESSED BY:

Date

Date
BARRY CO. REMON CONTRACT-2020

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **PATHFINDER ENGINEERING, INC.** whose business address is **2335 BYRON CENTER AVE SW, BYRON CENTER MI 49315**(hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry county; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.
 - B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
 2. Excavation for physical evidence of monumentation of government corners.
 3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
 4. Establishment of acceptable accessories for all monumented section corners.
- C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of \$5775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.
- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
 - b) Independent Contractor Coverage.
 - c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former state of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

- XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

COUNTY OF BARRY

Michigan Professional Surveyor
No. _____

Rosemary Anger
Grant Administrator

Company _____

Date

Date

Heather Wing – Chairperson
Barry County Board of Commissioners

WITNESSED BY:

Date

Date
BARRY CO. REMON CONTRACT-2020

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **CRANE LAND SURVEYING, P.C.** whose business address is **14250 BEADLE LAKE RD, SUITE 130, BATTLE CREEK, MI 49014** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry county; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.
 - B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
 2. Excavation for physical evidence of monumentation of government corners.
 3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
 4. Establishment of acceptable accessories for all monumented section corners.
- C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of \$5775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.
- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
 - b) Independent Contractor Coverage.
 - c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

- B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.
 - C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.
 - D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.
- XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former state of Michigan employee who:
- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

- XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

COUNTY OF BARRY

Michigan Professional Surveyor
No. _____

Rosemary Anger
Grant Administrator

Company _____

Date

Date

Heather Wing – Chairperson
Barry County Board of Commissioners

WITNESSED BY:

Date

Date
BARRY CO. REMON CONTRACT-2020

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **CARR & ASSOCIATES, LLC** whose business address is **306 COLUMBIA AVE WEST, BATTLE CREEK MI 49015** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry county; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.
 - B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
 2. Excavation for physical evidence of monumentation of government corners.
 3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
 4. Establishment of acceptable accessories for all monumented section corners.
- C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per the rates as attached on addendum A, but the total amount shall not exceed the sum of \$5775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.
- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 *et seq*), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
 - b) Independent Contractor Coverage.
 - c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former state of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

- XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

COUNTY OF BARRY

Michigan Professional Surveyor
No. _____

Rosemary Anger
Grant Administrator

Company _____

Date

Date

Heather Wing – Chairperson
Barry County Board of Commissioners

WITNESSED BY:

Date

Date
BARRY CO. REMON CONTRACT-2020

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **EXXEL ENGINEERING, INC.** whose business address is **5252 CLYDE PARK AVE SW, GRAND RAPIDS MI 49509** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry county; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.
 - B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
 2. Excavation for physical evidence of monumentation of government corners.
 3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
 4. Establishment of acceptable accessories for all monumented section corners.
- C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of \$5775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.
- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
 - b) Independent Contractor Coverage.
 - c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former state of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

- XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

COUNTY OF BARRY

Michigan Professional Surveyor
No. _____

Rosemary Anger
Grant Administrator

Company _____

Date

Date

Heather Wing – Chairperson
Barry County Board of Commissioners

WITNESSED BY:

Date

Date
BARRY CO. REMON CONTRACT-2020

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **JONKER LAND SURVEYS P.C.** whose business address is **8373 MERTON AVE SW, BYRON CENTER MI 49315** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry county; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.
 - B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
 2. Excavation for physical evidence of monumentation of government corners.
 3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
 4. Establishment of acceptable accessories for all monumented section corners.
- C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per the rates as attached on addendum A, but the total amount shall not exceed the sum of \$5775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.
- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
 - b). Independent Contractor Coverage.
 - c). Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former state of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

- XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

COUNTY OF BARRY

Michigan Professional Surveyor
No. _____

Rosemary Anger
Grant Administrator

Company _____

Date

Date

Heather Wing – Chairperson
Barry County Board of Commissioners

WITNESSED BY:

Date

Date
BARRY CO. REMON CONTRACT-2020

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC/2/25/20

DEPARTMENT: Commissioners/Administration

PREPARED BY: Heather Wing, Chair Board of Commissioners

SUBJECT: County Administrator's Performance Evaluation and Renewal of Employment Agreement.

SPECIFIC ACTION(S) REQUESTED: To review the performance evaluation for the County Administrator and recommend to the Board of Commissioners renewal of the employment agreement between the Barry County Board of Commissioners and the Barry County Administrator for a three year period commencing on January 1, 2020 and ending on December 31, 2022.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval of the attached employment agreement between the Barry County Board of Commissioners and the Barry County Administrator for a three year period commencing on January 1, 2020 and ending on December 31, 2022.

DESCRIPTION OF ACTION: Review the results of the performance evaluation by County Commissioners for County Administrator Michael Brown. Review and recommend approval of the attached employment agreement for the County Administrator for a three-year period, January 1, 2020 through December 31, 2022.

TIME FRAME OF ACTION: Immediate.

FUNDING REQUIRED: YES NO

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: General Fund
3. AMOUNT REQUESTED: \$124,105.00
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) None.
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: None.

PERSONNEL IF REQUIRED: NA.

NEW OR RENEWAL: Renewal.

ANY OTHER PERTINENT INFORMATION: Attached is the employment contract for 2020 through 2022, with the attached job description.

CONTACT PERSON WITH PHONE NUMBER:
Heather Wing, Chair, Board of Commissioners, 269-275-2351.

**Barry County Board of Commissioners
Barry County Administrator
Employment Contract**

This contract entered into this 25th day of February, 2020 by and between the BARRY COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "BOARD" and MICHAEL C. BROWN, hereinafter referred to as the "COUNTY ADMINISTRATOR."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, it is agreed as follows:

DUTIES

The Administrator shall perform such duties and tasks as assigned by the Board, which shall include, but shall not be limited to those duties as outlined in the job description attached hereto.

CONTRACT TERM

This contract shall be for a period of three 3 years, January 1, 2020 through December 31, 2022, unless earlier termination occurs at the election of either party. This contract may be extended by agreement by both parties.

CONSIDERATION

For and in consideration of the above services, the County Administrator shall receive \$124,105 annually in 2020 with any further increases or decreases in salary in 2021 or 2022 based on increases or decreases afforded to other county managers. Payment to the County Administrator shall be payable in appropriate increments at such time as other County employees are paid.

In consideration to said compensation, the County Administrator shall be entitled to the following benefits:

1. The County's retirement plan as provided the Department Heads in the County Personnel policies (currently MERS B-4, F55/20). However, at such time as the personnel polices may be amended the Administrator shall have the option to elect the change in retirement;
2. The County medical insurance plan, consistent with coverage provided to Department Heads. In lieu of health insurance coverage, the administrator may elect to receive a cash payment each two week period consistent with the county's program;
3. Group life insurance in the amount of \$100,000 fully paid by the County;
4. Nine (9) days of sick leave granted annually in accordance with the County's personnel policies;
5. Coverage under the County's disability plan with payment of Sixty-seven percent (67%) of gross weekly wages;
6. Three (3) personal business days per year with no carry over of unused time;
7. Four (4) weeks (160 hours) per year of vacation with accumulation and carry over from year to year allowed up to two (2) weeks (80 hours);
8. Five Hundred (\$500) dollars for dental/optical expenses per year with any unused balance carried forward to the next calendar year, with no payoff of the unused balance upon termination;
9. Holidays as specified in the County Personnel policies;
10. Vacation time and/or sick time may be used to supplement disability pay to total net salary.

PERFORMANCE EVALUATION

The job performance of the Administrator shall be evaluated formally by the Board of Commissioners on or about November of each year.

TERMINATION

Notwithstanding any other provisions herein to the contrary, the County reserves the right to terminate this contract at any time, with or without cause upon thirty (30) days written notice and agrees to pay the Administrator a severance payment equal to six (6) months salary, as well as continue regular employee benefits during such period. The Board of Commissioners may effectuate termination by a two-thirds vote of the maximum number of Commissioners authorized when the action is taken. Termination of the contract by the Administrator shall require thirty (30) days written notice to the Board of Commissioners in which case the Administrator shall not be eligible for severance pay.

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and shall be binding upon the heirs and assigns of said parties if in each and every case herein they were named and expressed.

Witness

By:

Heather Wing, Chair
Barry County Board of Commissioners

Date: _____

Witness

By:

Michael C. Brown
Barry County Administrator

Date: _____



Barry County

Classification Title	County Administrator
FLSA Status	Exempt

GENERAL SUMMARY

The purpose of this job is to serve as the Chief Administrative Officer of the County and carry out directives and implement policies of the Board related to the administration of the County. Provides administrative support to the Board and departments. Manages appointed department managers and serves as liaison between department managers and the Board of Commissioners.

ESSENTIAL DUTIES & RESPONSIBILITIES

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

- Provides oversight of departments and programs responsible for Planning & Zoning, Geographic Information Services/Information Services, Equalization, Building & Grounds, Animal Shelter, CDBG Housing, Emergency Management, Medical Examiner and Veterans' Affairs.
- Determines strategy for the bargaining and administration of all labor agreements.
- Represents the County in various dispute resolution forums relating to employee relations and responding to employee grievances.
- Responds to the more difficult or technical inquiries or problems of employees and managers related to county operations and policies. Interprets and explains policies and procedures. Advises department heads on matters such as employee disciplinary issues, sexual harassment issues and other employee relations issues.
- Oversees the administration of the County's employment program, including administering the County's wage and salary program, employee benefits program and assisting in the interview and hiring process.
- Directs the development and administration of the County's annual budget. Develops fiscal policies, programs and practices to ensure the financial integrity of the County. Provides oversight of the County's administrative and fiscal activities to ensure integrity of available resources.
- Monitors the operating performance of departments to ensure efficient and effective use of budgeted resources and demonstrable progress towards accomplishment of targeted goals.
- Identifies goals and objectives required to attain the mission of County government. Manages the development and implementation of long and short range plans for the county and programs required to reach those goals and objectives.

- Collaborates with the Board to ensure practices, procedures and protocols conform to current standards of County government and standards of professional practice and ethics. Develops and presents to the Board proposed policies and procedures.
- Directs the research, analysis and evaluation of issues, proposed actions, legislation and other items on behalf of the Board.
- Reviews and analyzes the potential impact of pending legislation, proposed amendments to existing statutes, etc. on County operations and recommends appropriate actions to the Board.
- Participates in intergovernmental initiatives within the county, region and state.
- Oversees and coordinates legal matters in conjunction with corporation counsel and seeks legal advice and opinions for the Board.
- Coordinates and oversees contractual and professional services.
- Serves as the County's Freedom of Information Act Officer, Americans with Disabilities Act Coordinator and Public Information Officer.
- Serves as point of contact for all matters to be considered by the Board. Manages the development of Board and committee agendas with final approval of the Board Chair. Attends meetings to advise, counsel and present pertinent data and information to aid the Board in making decision and establishing policies.
- Performs related work as required.

MINIMUM QUALIFICATIONS

Required Education and Experience

Education: Graduate degree in Business or Public Administration.

Experience: 7+ years of administrative/supervisory experience in local government with responsibility for budgeting, personnel, purchasing, and human resources.

Required Licenses or Certifications

N/A

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- Principles and practices of public finance, including principles of fund accounting
- Principles and practices of budget development and control
- Principles and practices of public administration
- Management and supervisory principles and practices
- Principles and practices of media relations
- English grammar, spelling, punctuation
- Legal terminology and court procedures
- Principles and practices of basic bookkeeping

- Modern office procedures, methods and computer equipment

Skill in:

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

Ability to:

- Interact positively with elected officials
- Access departmental files
- Enter and retrieve information from computers
- Access all locations of County government
- Meet schedules and deadlines of the work
- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries

WORK ENVIRONMENT/CONDITIONS

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

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

PHYSICAL DEMANDS

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

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

Date created:	January 2016
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Dates revised	

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Board of Commissioners, 2/25/20

DEPARTMENT: Administration

PREPARED BY: Deputy County Administrator, Luella Dennison

SUBJECT: Freedom of Information Act (FOIA) Procedures and Guidelines

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the attached amended Barry County Freedom of Information Act (FOIA) Public Summary of Procedures and Guidelines, FOIA Procedures and Guidelines, and Freedom of Information Act Request Detailed Cost Itemization form, and approval of the attached Barry County Statutory Fee Costs form.

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

Approval of the attached amended Barry County Freedom of Information Act (FOIA) Public Summary of Procedures and Guidelines, FOIA Procedures and Guidelines, and Freedom of Information Act Request Detailed Cost Itemization form, and approval of the attached Barry County Statutory Fee Costs form.

DESCRIPTION OF ACTION: The Michigan legislature adopted 2014 Public Act 563 enacting numerous amendments to the Michigan Freedom of Information Act. Included in the amendments, effective July 1, 2015, were requirements for all public bodies who charge a fee to respond to a FOIA request to establish written FOIA procedures and guidelines, and a summary of the procedures and guidelines which shall be posted on the website of the public entity or mailed out with each FOIA response. The amendments also required adoption of a calculation sheet for fees to be completed and sent with each FOIA response if a fee is charged. The Barry County Board of Commissioners adopted Resolution #15-07 on 6/23/15 to establish the required procedures, guidelines and forms.

Due to recent changes to the FOIA statute, we asked legal counsel to review our documents and advise us regarding amendments. Attached are revised Procedures and Guidelines, the Public Summary of Procedures and Guidelines, and the FOIA Request Detailed Cost Itemization form. The highlighted amendments include a requirement for the request to include the person's complete name, address and contact information, and a requirement to make a good faith deposit (if applicable) within 48 days of the notice requiring a deposit or the request will be considered abandoned. Legal counsel also provided us with a form to add to our packet of approved FOIA forms, a Statutory Fee Costs form. This form will be used to respond with cost calculations for information requested that is not subject to the FOIA statute costs because costs are governed by another statute.

TIME FRAME OF ACTION: Effective upon adoption.

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. Amended documents will be posted by the IT staff on the county website and a copy of the revised documents will be distributed to county departments.

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: Please see attached the following amended documents for Barry County: Public Summary of FOIA Procedures and Guidelines; FOIA Procedures and Guidelines; FOIA Request Detailed Cost Itemization form. Also attached is the Barry County FOIA Statutory Fee Costs form to be added to the approved Barry County FOIA forms.

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



Barry County

Public Summary of FOIA Procedures and Guidelines

It is the public policy of this state that all persons (except those persons incarcerated in state or local correctional facilities) are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

The people shall be informed so that they may fully participate in the democratic process.

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, the following is the Written Public Summary of the County's FOIA Procedures and Guidelines relevant to the general public.

This is only a summary of the County's FOIA Procedures and Guidelines. For more details and information, copies of the County's FOIA Procedures and Guidelines are available at no charge at any County office and on the County's website: www.barrycounty.org.

1. How do I submit a FOIA request to the County?

- A request must sufficiently describe a public record so as to enable the County to find it.
- A request must include the individual's or agent's complete name, address and contact information (telephone number or email address).
- Please include the words "FOIA" or "FOIA Request" in the request to assist the County in providing a prompt response.
- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the County may be submitted on the County's FOIA Request Form, in any other form of writing (letter, fax, email, etc.).
 - No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on the County's website at www.barrycounty.org, and at the County Administrator's Office ("County Administrator Office"), Barry County Courthouse – Floor 3, 220 W State St, Hastings, MI 49058.
- Written requests may be delivered to the County BOC Office in person or by mail: Attn: Michael C. Brown, FOIA Coordinator, Barry County Courthouse – Floor 3, 220 W State St, Hastings, MI 49058
- Requests may be faxed to: (269) 948-4884. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.

- Requests may be emailed to: bcfoiacordinator@barrycounty.org. To ensure a prompt response, email requests should contain the term "FOIA" or "FOIA Request" in the subject line.

2. What kind of response can I expect to my request?

- Within 5 business days after receiving a FOIA request the County will issue a response. If a request is received by fax or email, the request is deemed to have been received on the following business day. The County will respond to your request in one of the following ways:
 -
 - Grant the request,
 - Issue a written notice denying the request,
 - Grant the request in part and issue a written notice denying in part the request,
 - Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond, or
 - Issue a written notice indicating that the public record requested is available at no charge on the County's website
- If the request is granted, or granted in part, the County will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the County will require a deposit before processing the request.

3. What are the County's deposit requirements?

- If the County has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the County may require that you provide a deposit in the amount of 50% of the total estimated fee. When the County requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request after you have paid your deposit.
- If the deposit is not received within 48 days, and an appeal of the fee has not been filed, the request will be deemed abandoned and will not be fulfilled.
- If the County receives a request from a person who has not paid the County for copies of public records made in fulfillment of a previously granted written request, the County will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when **all** of the following conditions exist:
 - The final fee for the prior written request is not more than 105% of the estimated fee;
 - The public records made available contained the information sought in the prior written request and remain in the County's possession;
 - The public records were made available to the individual, subject to payment, within the best effort time frame estimated by the County to provide the records;
 - Ninety (90) days have passed since the County notified the individual in writing that the public records were available for pickup or mailing;
 - The individual is unable to show proof of prior payment to the County; and
 - The County has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.

- The County will not require the 100% estimated fee deposit if any of the following apply:
 - The person making the request is able to show proof of prior payment in full to the County;
 - The County is subsequently paid in full for all applicable prior written requests; or
 - Three hundred sixty-five (365) days have passed since the person made the request for which full payment was not remitted to the County.

4. How does the County calculate FOIA processing fees?

The Michigan FOIA statute permits the County to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost to mail or send a public record to a requestor.

Labor Costs

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. County may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.

- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$48.90 (6 times the state minimum hourly wage)

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the County. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in the particular instance. The County must specifically identify the nature of the unreasonably high costs in writing.

Copying and Duplication

The County must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

Non-paper Copies on Physical Media

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will be charged only if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.

Paper Copies

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.
- Copies for non-standard sized sheets will paper will reflect the actual cost of reproduction.

Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.
- The County may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless you request it.

Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The County Board of Commissioners may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

5. How do I qualify for an indigence discount on the fee?

The County will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

You are **not** eligible to receive the \$20.00 discount if you:

- Have previously received discounted copies of public records from the County twice during the calendar year; or
- Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

An affidavit is sworn statement. For your convenience, the County has provided an Affidavit of Indigence for the waiver of FOIA fees on the back of the County FOIA Request Form, which is available on the County's website: www.barrycounty.org.

6. May a nonprofit organization receive a discount on the fee?

A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:

- Is made directly on behalf of the organization or its clients.
- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
- Is accompanied by documentation of its designation by the state, if requested by the public body.

7. How may I challenge the denial of a public record or an excessive fee?

Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal to the County Board of Commissioners by filing a written appeal of the denial with the office of the County Board of Commissioners.

The appeal must be in writing, specifically state the word "appeal," and identify the reason or reasons you are seeking a reversal of the denial. You may use the County FOIA Appeal Form (To Appeal a Denial of Records), which is available on the County's website: www.barrycounty.org.

The County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled County Commission meeting following submission of the written appeal. Within 10 business days of receiving the appeal the County Board of Commissioners will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the County Board of Commissioners, you may file a civil action in the County Circuit Court within 180 days after the County's final determination to deny your request. If you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1,000.

Appeal of an Excess FOIA Processing Fee

If you believe that the fee charged by the County to process your FOIA request exceeds the amount permitted by state law, you must first appeal to the County Board of Commissioners by filing a written appeal for a fee reduction to the office of the County Board of Commissioners.

The appeal must specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. You may use the County FOIA Appeal Form (To Appeal an Excess Fee), which is available at the County Building and on the County's website: www.barrycounty.org.

The County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled County Commission meeting following submission of the written appeal. Within 10 business days after receiving the appeal, the County Board of Commissioners will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the County Board of Commissioners will respond to the written appeal.

Within 45 days after receiving notice of the County Board of Commissioner's determination of the processing fee appeal, you may commence a civil action in the County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.



Barry County

FOIA Procedures and Guidelines

Preamble: Statement of Principles

It is the policy of Barry County that all persons, except those incarcerated, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

The County's policy with respect to FOIA requests is to comply with State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner regardless of who makes such a request.

The County acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. The County acknowledges that sometimes it is necessary to invoke the exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

Barry County will protect the public's interest in disclosure, while balancing the requirement to withhold or redact portions of certain records. The County's policy is to disclose public records consistent with and in compliance with State law.

The County Board of Commissioners has established the following written procedures and guidelines to implement the FOIA and will create a written public summary of the specific procedures and guidelines relevant to the general public regarding how to submit written requests to the public body and explaining how to understand a public body's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal. The written public summary will be written in a manner so as to be easily understood by the general public.

Section 1: General Procedures

The County Board of Commissioners, acting pursuant to the authority at MCL 15.236, designates Michael C. Brown, County Administrator, as the FOIA Coordinator. He is authorized to designate other County staff to act on his behalf to accept and process written requests for the County's public records and approve denials.

If a request for a public record is received by fax or email, the request is deemed to have been received on the following business day. If a request is sent by email and delivered to a County spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note in the FOIA log both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

The FOIA Coordinator shall review County spam and junk-mail folders on a regular basis, which shall be no less than once a month. The FOIA Coordinator shall work with County Information Technology staff to

develop administrative rules for handling spam and junk-mail so as to protect County systems from computer attacks which may be imbedded in an electronic FOIA request.

The FOIA Coordinator may, in his discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

The County is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other County staff is obligated to provide answers to questions contained in requests for public records or regarding the content of the records themselves. The FOIA Coordinator shall keep a copy of all written requests for public records received by the County on file for a period of at least one year.

The County will make this Procedures and Guidelines document and the Written Public Summary publicly available without charge. If it does not, the County cannot require deposits or charge fees otherwise permitted under the FOIA until it is in compliance.

A copy of this Procedures and Guidelines document and the County's Written Public Summary must be publicly available by providing free copies both in the County's response to a written request and upon request by visitors at County offices.

This Procedures and Guidelines document and the County's Written Public Summary will be maintained on the County's website at: www.barrycounty.org, so a link to those documents will be provided in lieu of providing paper copies of those documents.

Section 2: Requesting a Public Record

No specific form to submit a request for a public record is required. However the FOIA Coordinator may make available a FOIA Request Form for use by the public.

Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the County may be submitted on the County's FOIA Request Form, in any other form of writing (letter, fax, email, etc.).

If a person makes a verbal, non-written request for information believed to be available on the County's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

A request must sufficiently describe a public record so as to enable County personnel to identify and find the requested public record.

Requests from an individual must include the requesting person's complete name, address, and contact information, and if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with U.S. Postal Service addressing standards. Contact information must include a valid telephone number or email address.

Written requests for public records may be submitted in person or by mail to any County office. Requests may also be submitted electronically by fax and email. Upon their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, emailed or other otherwise provided to him or her in digital form in lieu of paper copies. The County will comply with the request only if it

possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by Barry County on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

Section 3: Processing a Request

Unless otherwise agreed to in writing by the person making the request, the County will issue a response within 5 business days of receipt of a FOIA request. If a request is received by fax, email or other electronic transmission, the request is deemed to have been received on the following business day.

The County will respond to a request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond for a total of no more than 15 business days. Only one such extension is permitted.
- Issue a written notice indicating that the public record requested is available at no charge on the County's website.

When a request is granted:

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available.

The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request.

A copy of these Procedures and Guidelines and the Written Public Summary will be provided to the requestor free of charge with the response to a written request for public records, provided however, that because these Procedures and Guidelines, and the Written Public Summary are maintained on the County's website at: www.barrycounty.org, a link to the Procedures and Guidelines and the Written Public Summary will be provided in lieu of providing paper copies of those documents.

If the cost of processing a FOIA request is expected to exceed \$50 based on a good-faith calculation, or if the requestor has not paid in full for a previously granted request, the County will require a good-faith deposit pursuant to Section 4 of this policy before processing the request.

In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the County to process the request and also provide a best efforts estimate of a time frame it will take the County to provide the records to the requestor. The best efforts estimate shall be nonbinding on the County, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

When a request is denied or denied in part:

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide in the applicable circumstance:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the County; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the County Board of Commissioners, or seek judicial review in the Barry County Circuit Court; and
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

Requests to inspect public records:

The County shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect County records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal County operations.

Requests for certified copies:

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

Section 4: Fee Deposits

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation, the requestor may be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a deposit is not received within 48 days of the notice requiring a deposit, and an appeal of the fee amount has not been filed, the request shall be considered abandoned and the County is no longer required to fulfill the request.

If a request for public records is from a person who has not paid the County in full for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- The final fee for the prior written request is not more than 105% of the estimated fee;
- The public records made available contained the information sought in the prior written request and remain in the County's possession;
- The public records were made available to the individual, subject to payment, within the time frame estimated by the County to provide the records;
- Ninety (90) days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- The individual is unable to show proof of prior payment to the County; and
- The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- The person making the request is able to show proof of prior payment in full to the County;
- The County is subsequently paid in full for the applicable prior written request; or
- Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to the County.

Section 5: Calculation of Fees

A fee may be charged for the labor cost of copying/duplication.

A fee will *not* be charged for the labor cost of search, examination, review and the deletion and separation of exempt from nonexempt information *unless* failure to charge a fee would result in unreasonably high costs to the County because of the nature of the request in the particular instance, and the County specifically identifies the nature of the unreasonably high costs.

Costs for the search, examination review, and deletion and separation of exempt from non-exempt information are “unreasonably high” when they are excessive and beyond the normal or usual amount for those services compared to the costs of the County’s usual FOIA requests, not compared to the County’s operating budget.

The following factors shall be used to determine an unreasonably high cost to the County:

- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether the public records are from more than one County department or whether various County offices are necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The Michigan FOIA statute permits the County to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County’s website if you ask for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County’s website if you ask for the County to make copies.
- The cost to mail or send a public record to a requestor.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- The County may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$48.90 (6 times the state minimum hourly wage).

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- The County will procure any non-paper media and will not accept media from the requestor in order to ensure integrity of the County's technology infrastructure.

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- The County will provide records using double-sided printing, if it is cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The County may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless specified by the requestor.

If the FOIA Coordinator does not respond to a written request in a timely manner, the County must:

- Reduce the labor costs by 5% for each day the County exceeds the time permitted under FOIA up to a 50% maximum reduction, if *any* of the following applies:
 - The County's late response was willful and intentional,
 - The written request conveyed a request for information within the first 250 words of the body of a letter facsimile, email or email attachment, or
 - The written request included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy" or a recognizable misspelling of such, or legal code reference to MCL 15. 231, et seq. or 1976 Public Act 442 on the front of an envelope or in the subject line of an email, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form.

Section 6: Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The County Board of Commissioners may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

Section 7: Discounted Fees

Indigence

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- Indigent and receiving specific public assistance, or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

An individual is not eligible to receive the waiver if:

- The requestor has previously received discounted copies of public records from the County twice during the calendar year; or
- The requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

Nonprofit organization advocating for developmentally disabled or mentally ill individuals

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request from:

- A nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, or their successors, if the request meets all of the following requirements:
 - Is made directly on behalf of the organization or its clients.
 - Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
 - Is accompanied by documentation of its designation by the state, if requested by the public body.

Section 8: Appeal of a Denial of a Public Record

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may appeal to the County Board of Commissioners, by filing an appeal of the denial with the office of the County Board of Commissioners.

The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial. The County FOIA Appeal Form (To Appeal a Denial of Records), may be used.

The County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled County Board of Commissioners meeting following submission of the written appeal.

Within 10 business days of receiving the appeal the County Board of Commissioners will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part; or
- Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the County Board of Commissioners shall respond to the written appeal. The County Board of Commissioners shall not issue more than 1 notice of extension for a particular written appeal.

If the County Board of Commissioners fails to respond to a written appeal, or if the County Board of Commissioners upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action in Circuit Court.

Whether or not a requestor submitted an appeal of a denial to the County Board, he or she may file a civil action in Barry County Circuit Court within 180 days after the County's final determination to deny the request.

If a court that determines a public record is not exempt from disclosure, it shall order the County to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Failure to comply with an order of the court may be punished as contempt of court.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in such an action, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or County prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.

If the court determines that the County has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the County to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 9: Appeal of an Excessive FOIA Processing Fee

"Fee" means the total fee or any component of the total fee calculated under section 4 of the FOIA, including any deposit.

If a requestor believes that the fee charged by the County to process a FOIA request exceeds the amount permitted by state law or under this policy, he or she must first appeal to the County Board of Commissioners by submitting a written appeal for a fee reduction to the office of the County Board of Commissioners.

The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The County FOIA Appeal Form (To Appeal an Excess Fee) may be used.

The County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled County Board of Commissioners meeting following submission of the written appeal.

Within 10 business days after receiving the appeal, the County Board of Commissioners will respond in writing by:

- Waiving the fee;

- Reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issuing a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the County Board of Commissioners will respond to the written appeal. The County Board of Commissioners shall not issue more than 1 notice of extension for a particular written appeal.

Where the County Board of Commissioners reduces or upholds the fee, the determination must include a certification from the County Board of Commissioners that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and Section 4 of the FOIA.

Within 45 days after receiving notice of the County Board's determination of an appeal, the requesting person may commence a civil action in Barry County Circuit Court for a fee reduction.

If a civil action is commenced against the County for an excess fee, the County is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute.

An action shall not be filed in circuit court unless *one* of the following applies:

- The County does not provide for appeals of fees,
- The County Board of Commissioners failed to respond to a written appeal as required, or
- The County Board of Commissioners issued a determination to a written appeal.

If a court determines that the County required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.

If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages.

If the court determines that the County has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order the County to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 10: Conflict with Prior FOIA Policies and Procedures; Effective Date

To the extent that these Procedures and Guidelines conflict with previous FOIA policies and procedures promulgated by County Board of Commissioners or the County Administration these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the County Board of Commissioners or the County Administration, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the

applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the County Board of Commissioners or the County Administration, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law. The FOIA Coordinator shall inform the County Board of Commissioners of any change these Procedures and Guidelines.

These FOIA Procedures and Guidelines become effective July 1, 2015.

Section 11: Appendix of Barry County FOIA Forms

- Request for Public Records Form
- Notice to Extend Response Time Form
- Notice of Denial Form
- Detailed Cost Itemization Form
- Appeal of Denial of Records Form
- Appeal of Excess Fee Form

County: Keep original and provide copies of both sides of each sheet, along with Public Summary, to Requestor at no charge.



Barry County
Barry County Courthouse – Floor 3
220 W State St, Hastings, MI 49058
Phone: (269) 945-1284

Detailed Cost
Itemization

Freedom of Information Act Request Detailed Cost Itemization

Date: _____ Prepared for Request No.: _____ Date Request Received: _____

The following costs are being charged / estimated in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the County's FOIA Procedures and Guidelines. If the County is seeking a 50% deposit prior to providing the public records sought, the estimate is itemized on this form, lines 1-5 below.

If all or a portion of the requested information is available on the County's website, the County is required to tell you it is available on the website and, where practicable, include a specific webpage address where the information is available. In this case

- None
- Some
- All

of the requested material can be found at the following webpage(s):

If the webpage is all the information you need, it is provided without charge. If, however, you still wish to receive a copy of material from the webpage, please let us know. The FOIA charges will apply if the County is required to produce copies of material from the webpage.

Requestor has stipulated that some / all of the requested records that are already available on the County's website but requests they be provided in a paper or non-paper physical digital medium and acknowledges that providing the records in that format shall be subject to the County's normal charges outlined below.

1. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. **This fee is being charged because failure to do so will result in unreasonably high costs to the County because of the nature of the request in this particular instance, specifically:** _____

The County will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in **15-minute time increments**; all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per 1/4 hour: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: _____%
(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per 1/4 hour: \$ _____

[For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 50% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage].

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the *number of minutes*:
____, divide by 15 -minute increments, and round down.
Enter below:

Number of increments

x _____ =

1. Labor Cost

\$ _____

2. Labor Cost for Copying / Duplication

This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.

This shall not be more than the hourly wage of the County's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in **15-minute time increments as set by the County Board Of Commissioners** (for example: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than one increment, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per 1/4 hour: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: _____%
(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per 1/4 hour: \$ _____

[For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 50% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage].

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the *number of minutes*:
____, divide by 15 -minute increments, and round down.
Enter below:

Number of increments

x _____ =

2. Labor Cost

\$ _____

3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a County employee. If contracted, use No. 3b instead).

The County will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the County that are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

This is the cost of labor of a **County employee**, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the **County's lowest-paid employee** capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged **15-minute time increments**; all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per ¼ hour: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: _____%
(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per ¼ hour: \$ _____

For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 50% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage.

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the *number of minutes*: _____, divide by *15-minute increments*, and round down.
Enter below:

Number of increments

x _____ =

3a. Labor Cost

\$ _____

3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

The County will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the County that are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

As this County does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a contractor (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of _____ (currently \$8.15).

Name of contracted person or firm: _____

These costs will be estimated and charged in 15-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Cost Charged: \$ _____

Charge per increment: \$ _____

To figure the number of increments, take the number of minutes: _____, divide by 15-minute increments, and round down to: _____ increments. Enter below:

Number of increments

3b. Labor Cost

x _____ =

\$ _____

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (*for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection*).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): _____ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): _____ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

The cost of paper copies **must** be calculated as a total cost per sheet of paper. The fee **cannot exceed** 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. The County **must** utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets:

Costs:

x _____ =

\$ _____

x _____ =

\$ _____

x _____ =

\$ _____

No. of Items:

x _____ =

\$ _____

4. Total Copy Cost

\$ _____

5. Mailing Cost:

The County will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The County *may* charge for the least expensive form of postal delivery confirmation.
- The County *cannot* charge more for expedited shipping or insurance unless specifically requested by the requestor.*

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp

\$ _____ per pound

\$ _____ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

* Requestor has requested expedited shipping or insurance

Number of Envelopes or Packages:

x _____ = \$ _____

Costs:

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

5. Total Mailing Cost

\$ _____

Subtotal Fees Before Waivers, Discounts or Deposits:

Estimated Time Frame to Provide Records:

_____ (days or date)

The time frame estimate is nonbinding upon the County, but the County is providing the estimate in good faith. Providing an estimated time frame does not relieve the County from any of the other requirements of this act.

Cost estimate

Bill

1. Labor Cost to Locate: \$ _____

2. Labor Cost for Copying: \$ _____

3a. Labor Cost to Redact: \$ _____

3b. Contract Labor Cost to Redact: \$ _____

4. Copying/Duplication Cost: \$ _____

5. Mailing Cost: \$ _____

Subtotal Fees: \$ _____

Waiver: Public Interest

A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the County determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.

All fees are waived OR All fees are reduced by: _____%

Subtotal Fees After Waiver: \$ _____

<p>Discount: Indigence</p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:</p> <p>1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR</p> <p>2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.</p> <p>If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:</p> <p>(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR</p> <p>(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.</p> <p style="text-align: right;"><input type="checkbox"/> Eligible for Indigence Discount</p>	<p style="text-align: right;">Subtotal Fees After Discount (subtract \$20):</p>	<p style="text-align: right;">\$ _____</p>
<p>Discount: Nonprofit Organization</p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:</p> <p>(i) Is made directly on behalf of the organization or its clients.</p> <p>(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.</p> <p>(iii) Is accompanied by documentation of its designation by the state, if requested by the County.</p> <p style="text-align: right;"><input type="checkbox"/> Eligible for Nonprofit Discount</p>	<p style="text-align: right;">Subtotal Fees After Discount (subtract \$20):</p>	<p style="text-align: right;">\$ _____</p>
<p>Deposit: Good Faith</p> <p>The County may require a good-faith deposit <u>before providing the public records to the Requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00</u>, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%</p> <p>The good faith deposit must be received within 48 days of the date of this notice, i.e., on or before _____, 20__, or the request will be considered abandoned and will not be fulfilled, unless a fee appeal has been filed.</p>	<p>Date Paid:</p> <p>_____</p>	<p>Deposit Amount Required:</p> <p style="text-align: right;">\$ _____</p>

Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full

After the County has granted and fulfilled a written request from an individual under this Act, if the County has not been paid in full the total amount of fees for the copies of public records that the County made available to the individual as a result of that written request, **the County may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:**

- (a) The final fee for the prior written request was not more than 105% of the estimated fee.
- (b) The public records made available contained the information being sought in the prior written request and are still in the County's possession.
- (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request.
- (d) Ninety (90) days have passed since the County notified the individual in writing that the public records were available for pickup or mailing.
- (e) The individual is unable to show proof of prior payment to the County.
- (f) The County calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.

The County can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:

- (a) The individual is able to show proof of prior payment in full to the County, OR
- (b) The County is subsequently paid in full for the applicable prior written request, OR
- (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the County.

Percent Deposit Required:

_____ %

Deposit Required:

\$ _____

Date Paid:

14. Late Response Labor Costs Reduction

If the County does not respond to a written request in a timely manner as required under MCL 15.235(2), the County must do the following:

- (a) Reduce the charges for labor costs otherwise permitted by 5% for each day the County exceeds the time permitted for a response to the request, with a maximum 50% reduction.

Number of Days Over Required Response Time:

Multiply by 5%

= Total Percent Reduction:

Total Labor Costs

\$ _____

Minus Reduction

\$ _____

= Reduced Total Labor Costs

\$ _____

15. Balance Due (Deduct amount on Line 14 from amount on Line 13c)

Date Paid _____

Total Balance Due:

\$ _____

The Public Summary of the County's FOIA Procedures and Guidelines is available free of charge from:

Website: www.barrycounty.org
Phone: : (269) 945-1284

Email: mbrown@barrycounty.com
Address: Barry County Courthouse – Floor 3
220 W State St, Hastings MI 49058

Request Will Be Processed, But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed

(Form created by MTA, MAMA and CS&T, PC, June 2015)

Freedom of Information Act Request Statutory Fee Costs

Date: _____ Prepared for Request No.: _____ Date Request Received: _____

The costs are being charged / estimated in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234(10), as 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.

The fees for the requested records are subject to the below statutory provisions and are as set forth in the attached fee calculation sheet.

- The Transcripts and Abstracts of Records Act (MCL 48.101)
- The Enhanced Access to Public Records Act (MCL 15.442)
- Other, _____

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC 2/25/2020

DEPARTMENT: County Administration

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Barry County Courts & Law Building Renovations: Friend of the Court Relocation / Public Defender Relocation / Security Screening Improvements / Adult Probation Reception & Lobby Improvements / District Court Magistrate Hearing Room Construction / District Court & Probate Court Holding Cell Improvements.

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the attached schematic design for the Barry County Courts & Law building renovations as prepared by Landmark Design Group and to authorize Timothy A Spitzley Architects LLC to proceed with the construction drawing, bidding and contract administration phases of the project as outlined in the attached proposal dated February 5, 2020.

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

Approval of the attached schematic design for the Barry County Courts & Law building renovations as prepared by Landmark Design Group and to authorize Timothy A Spitzley Architects LLC to proceed with the construction drawing, bidding and contract administration phases of the project as outlined in the attached proposal dated February 5, 2020.

DESCRIPTION OF ACTION: This is a request to move forward with the following renovations to the Courts & Law building: Friend of the Court Relocation / Public Defender Relocation / Security Screening Improvements / Adult Probation Reception & Lobby Improvements / District Court Magistrate Hearing Room and District & Probate Court Holding Cell Improvements.

TIME FRAME OF ACTION: As soon as possible.

FUNDING REQUIRED: Yes

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local): Local
2. IF LOCAL, SPECIFY FUND: Building Rehabilitation
3. AMOUNT REQUESTED: \$43,800
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) NA
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: NA

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.

Mr. Michael C. Brown
County Administrator
206 West Court Street
Hastings, Michigan 49058

February 5, 2020

RE: **Renovation of Barry County Courts and Law Building**
Hastings, Michigan 49058

Mr. Brown,

Timothy A. Spitzley, Architects LLC appreciates the opportunity to provide architectural design services for the proposed renovation of the Barry County Courts and Law Building.

Based on our tour of these facilities and information you provided, the following architectural services are proposed:

1. Architectural Construction Drawing Phase:

Provide the following architectural construction drawings:

Code Plan

- a. Lower Level
- b. First Floor
- c. Second Floor
- d. Third Floor

Demolition Plan

- a. Lower Level
- b. First Floor
- c. Second Floor
- d. Third Floor

Floor Plan

- a. Lower Level
- b. First Floor
- c. Second Floor
- d. Third Floor

Ceiling Plan

- a. Lower Level
- b. First Floor
- c. Second Floor
- d. Third Floor

Interior Elevations

- a. Lower Level
- b. First Floor
- c. Second Floor
- d. Third Floor

Provide the following Engineering construction drawings:

Electrical Drawings

- a. Lower Level
- b. First Floor
- c. Second Floor
- d. Third Floor

Plumbing Drawings

- a. Lower Level

HVAC Drawings

- a. Lower Level
- b. First Floor
- c. Second Floor
- d. Third Floor

ADA Details

Door and Room Finish Schedules

Drawings to include the Specifications

Meetings with Client

Instruction to Bidders

2. Bidding Phase:

1. Answer questions during bidding.
2. Issue addendums.
3. Act as owner's representative during bidding.

3. Contract Administration Phase:

1. Answer questions during construction.
2. Act as Owner's representative during construction.
3. Provide construction inspections every 2 weeks and furnish a report.
4. Review contractor application for payment.
5. Provide punch list.

Site plan design/civil engineering is not included in this fee.
Construction Building Permits are not included in this fee.

Architectural Services Design Fee:	\$37,800.00 "Not to Exceed" *
Electrical, Plumbing & HVAC Engineering Fee:	\$6,000.00
Total:	\$43,800.00

Reimbursables:

Printing:	\$2.50 per sheet
AIA Documents:	\$200.00

*Timothy A. Spitzley, Architects LLC, will provide architectural services at \$135.00 per hour up to \$37,800.00 and invoice for the lesser amount.

Thank you for reviewing our architectural proposal. We look forward to working with the Barry County Administration. Feel free to contract me at any time if you have questions.

Sincerely,

Tim Spitzley

Timothy A. Spitzley, Architects LLC
12225 Jordan Lake Road
Lake Odessa, Michigan 48849
616 374 8235

ACKNOWLEDGMENT AND ACCEPTANCE

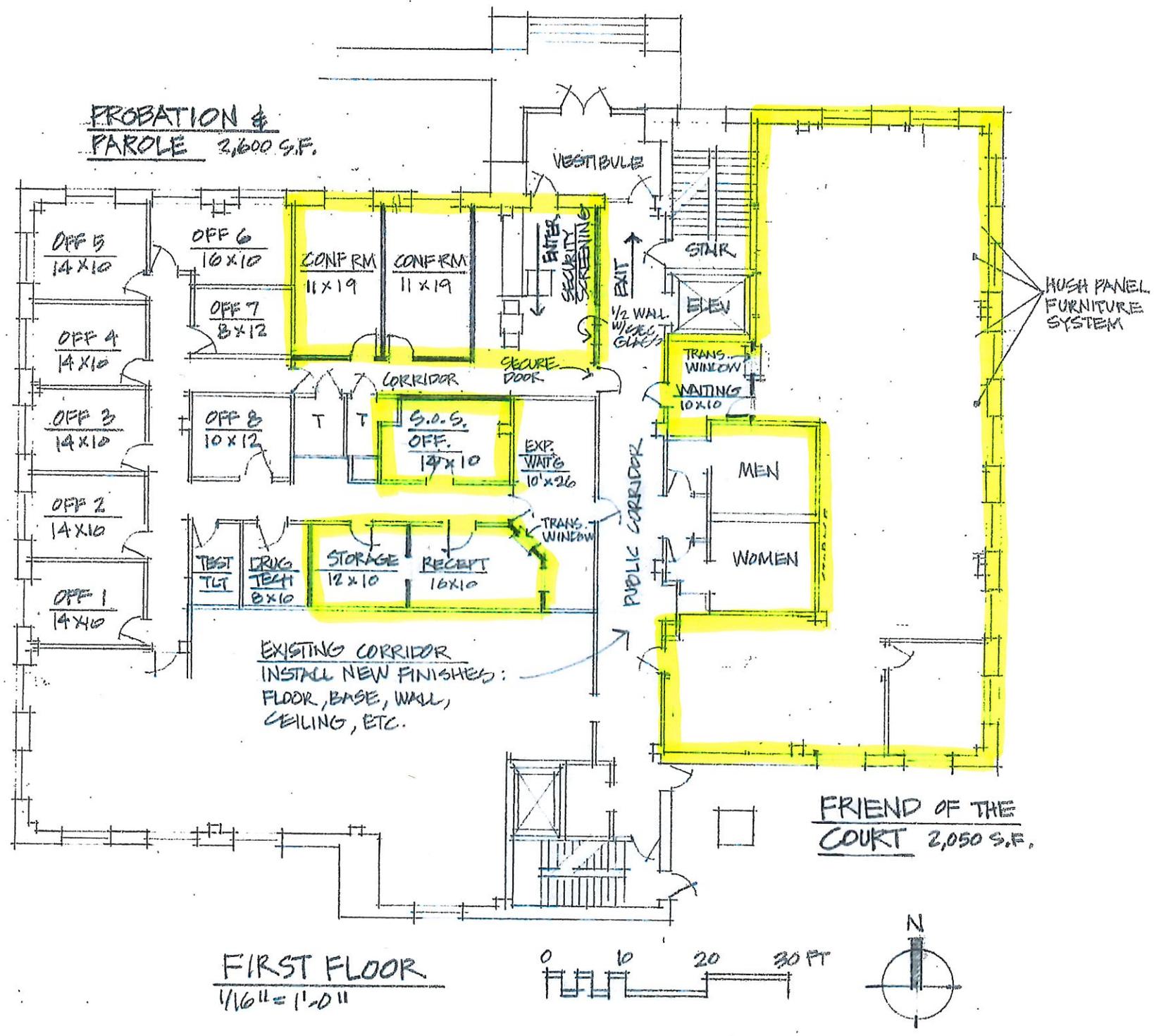
I acknowledge that I have reviewed the foregoing proposal From Timothy A. Spitzley, Architects LLC and agree to the terms set forth therein.

Date: _____

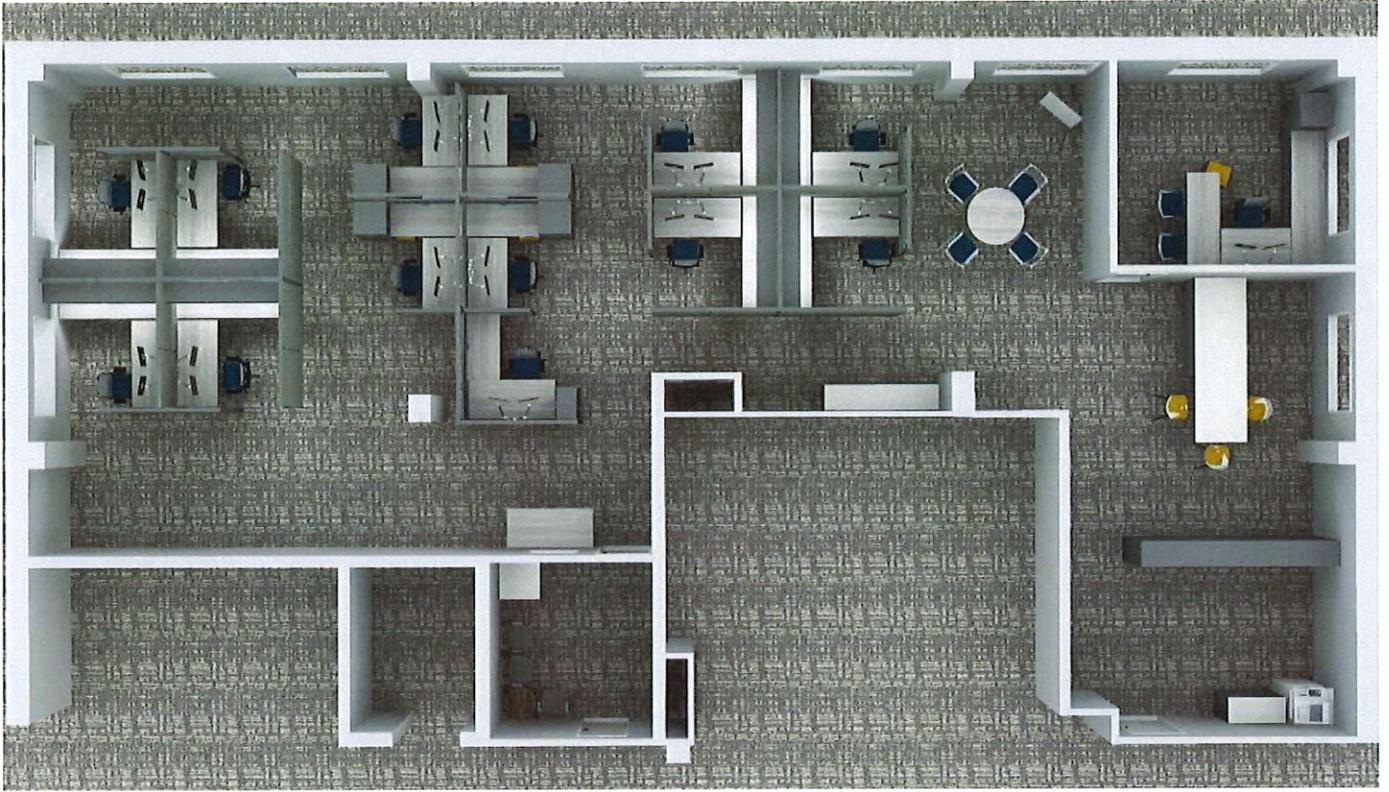
By: _____

Michael C. Brown
County Administrator

Title: _____



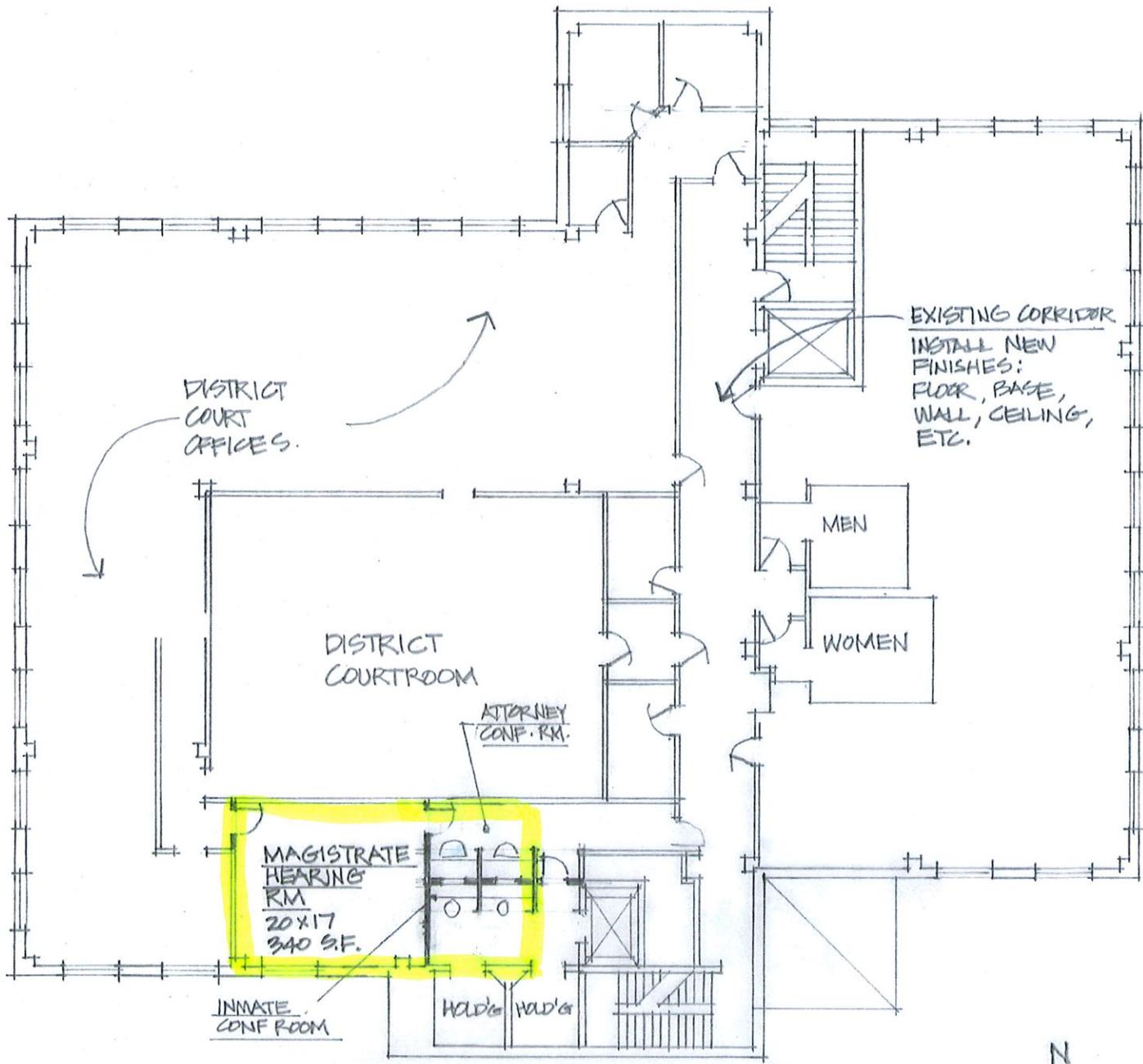
PRODUCT SOLUTIONS



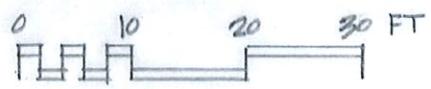
FLOOR PLAN

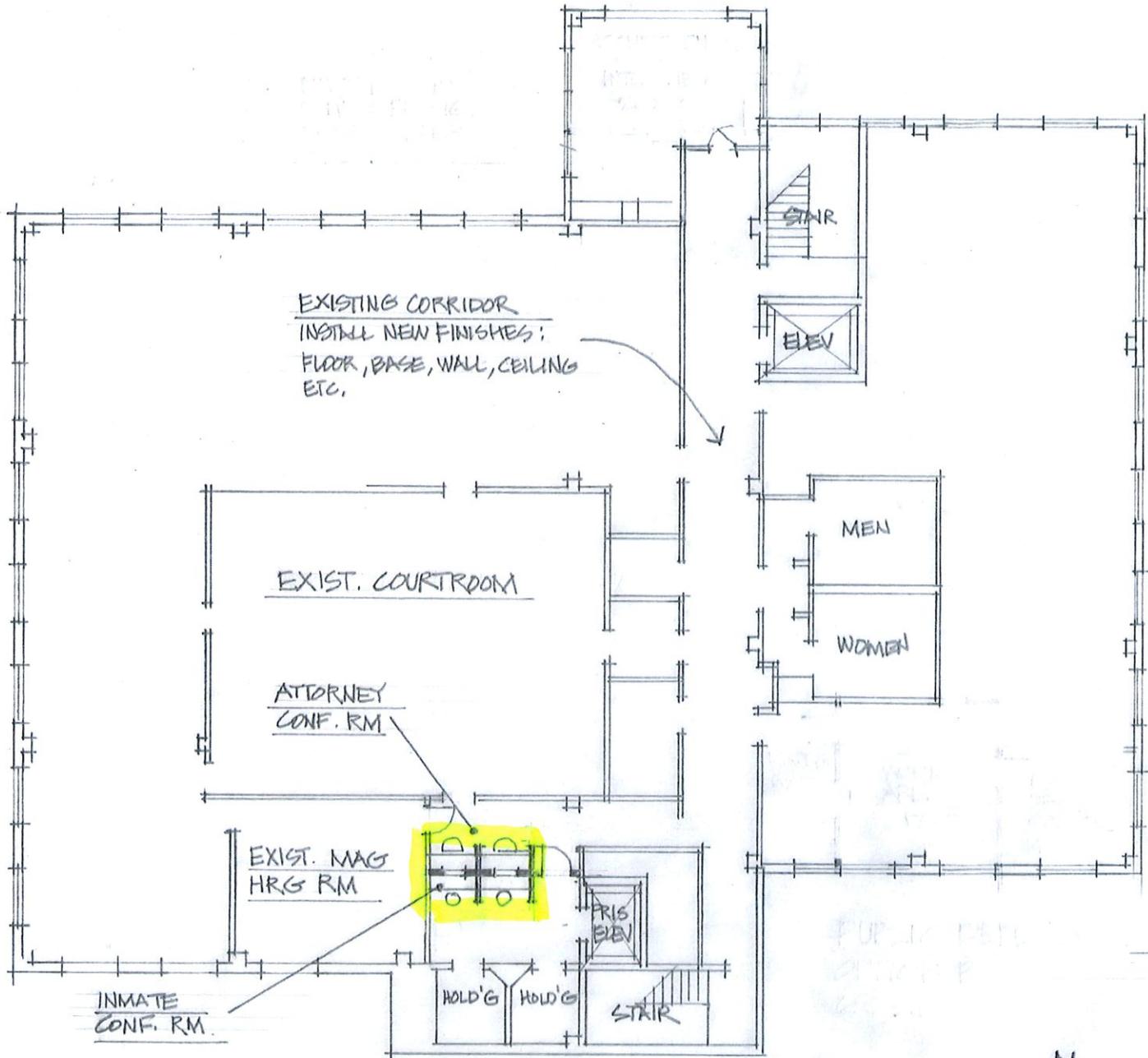
DESIGN IS BASED OFF CONSTRUCTION CHANGES
DISCUSSED IN PREVIOUS MEETING.



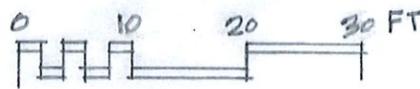


SECOND FLOOR
 1/16" = 1'-0"





THIRD FLOOR
 1/16" = 1'-0"





Landmark Design Group, P.C.
PO Box 888286 Grand Rapids, MI 49588

December 5, 2019

Barry County Courts & Law
Preliminary Construction Cost Estimate

Floor	Estimate Range
Lower Level	\$ 314,000 - \$ 377,000
First Floor	\$ 315,000 - \$ 398,000
Second Floor	\$ 105,000 - \$ 120,000
Third Floor	\$ 55,000 - \$ 62,000
Preliminary Construction Cost Estimate Total	\$ 789,000 - \$ 957,000

Notes:

1. The estimate is based on the August 28,2019 preliminary drawings.
2. The estimate is construction cost and does not include fees, furniture and equipment.
3. The estimate range is based on \$ 100 to \$ 120 per square foot of renovated area as adjusted to year 2020.
4. A contingency fund equal to ten percent of the actual construction cost is recommended.

If you have any questions, please do not hesitate to contact me at (616) 260-9676 or email bob@landmark.us.com.

Sincerely,

LANDMARK DESIGN GROUP, P.C.

Robert Van Putten, Architect
President



BLUE ZONES®

ACTIVATE

**BARRY COUNTY DISCOVERY REPORT
BUILT ENVIRONMENT**

Danielle Schaeffner & Mark Fenton, Blue Zones LLC



EXECUTIVE SUMMARY

Routine, daily movement (physical activity) is a central tenet of the Blue Zones principles of a healthy lifestyle. This does not necessarily mean structured exercise, but in American society is often manifest at the population level through daily walking, bicycling, and transit use. Four essential elements of healthy community design support such routine physical activity:

Mixed land use patterns: Compact, mixed development with different land uses and destinations are intermingled and a variety of housing types and affordability are within walking, cycling, and transit distance, while preserving open and agricultural land.

Active transportation facilities: A comprehensive and connected network of pedestrian, bicycle, and transit facilities, such as sidewalks, bicycle lanes, and non-motorized pathways, as well as frequent, quality transit service affordable to all residents.

Functional site designs: Destinations and routes are designed to reward, not punish, those who arrive on foot, by bike and transit, such as buildings at the sidewalk, with parking on-street or behind, and elements such as street trees and landscaping; benches, shade structures, planters, and awnings; human scale lighting and way-finding; safe and appealing transit stops with cover, benches and schedule information; and quality, plentiful bicycle parking.

Safety and access for people of all ages, incomes, physical abilities and disabilities, including quality street crossings (e.g. highly visible markings, countdown timers on pedestrian signals), fully ADA-compliant design, and appropriately applied state of the art traffic calming such as curb extensions, median islands, roundabouts and mini-circles, and lane narrowing and reduction.



The Blue Zones approach to moving Barry County towards a healthier built environment entails three opportunity areas. They are as follows:

1. Policy Elements
 - a. Housing diversity and affordability;
 - b. Mixed use and form-based zoning ordinances;
 - c. Trail network planning; and
 - d. Complete Streets policies.
2. Capacity Building and Program Components
 - a. Safe Routes to Schools capacity building;
 - b. Transportation Demand Management training; and
 - c. Complete Streets training and process guidance.
3. On-the-ground Project Demonstrations in Select Communities

The above are opportunity recommendations, not necessarily all needing to occur immediately or within the Activate framework for Barry County. In each case, Blue Zones will act as a convener of interdisciplinary teams, provider of resources, training, and technical assistance, and a facilitator of implementation. It will be the leaders and residents of Barry County and her many jurisdictions that will guide the specific details and goals, and employ these best practices in creating an economically robust, environmentally sustainable, and socially and physically healthy community.

INTRODUCTION

The Discovery process in Barry County engaged community leaders and various partners to identify built environment strengths, opportunities and challenges. This process aimed to educate, empower and equip community members, local staff, and leadership to consider necessary steps to create a healthier built environment in Barry County. This process included:

- ② Interviews with key stakeholders from multiple sectors including local enforcement, City leadership and staff, decision makers, county leadership, local planning, transit planning, the business community, advocacy groups, housing-focused agencies and public health.
- ② Background research, including data and information focused on the regional economy, demographics, social determinants of health, current transportation planning efforts, and policy groundwork in the region.
- ② October site visit, including focus groups, meetings and tours of area schools, parks, organizations, partnerships, and leaders across multiple sectors.

This report will identify policies, practices and projects for the community to discuss and prioritize at the 2020 Built Environment Policy Summit.

This report summarizes key findings, observations and next-step recommendations. It is intended to inform stakeholders and leadership leading up to and during the Built Environment Policy Summit so they may make informed, strategic decisions about community built environment priorities over the multi-year effort.

BACKGROUND

In preparation for the discovery process, the built environment team ensures it has the relevant background information and data to align with and further the objectives of the county.

While updates are needed for several, many of the plans in place set a foundation and align well with the goals of Activate Barry County. In the most recent countywide Community Health Improvement Plan, the community outlined priority opportunities for increased physical activity, including educational events, creating an annual campaign focused on increasing healthy active lifestyle awareness and creating 'comprehensive, policy-driven approach[es] to affect positive changes in physical activity'.¹ Additionally, the Barry County 2014 Strategic Plan outlines and highlights the vision of the county as it moves forward over the next 10 to 20 years. This vision includes elements such as bringing community together, creating opportunity for thriving businesses, becoming a premier recreation destination, increasing patronships and shared resources, and creating a safe and welcoming space.²

In Barry County, three out of every four dollars that are spent on health care are due to chronic diseases³⁴ and, according to the latest Community Health Needs Assessment, 32% of adults in Barry County between the ages of 18 and 64 report they have been told at some point that they have high blood pressure,⁵ while 68.3% of adults in Barry County report being overweight or obese.⁶

While certain data is scarce as it relates to multimodal facilities, usage and safety, we do know that in 2018 there were 1581 motor vehicle crashes, seven of which were fatal (total of eight fatalities), with 276 people getting injured over the course of the year.⁷ Furthermore, we know that trails are a significant asset in the county - with miles of off-road trails - and that on road pedestrian and bicycle facilities, while becoming more prevalent and planned for in places such as Hastings, are largely lacking in most communities across the county.

STRENGTHS

People. The Blue Zones team had the opportunity to meet with an array of agencies, organizations, and individuals who are doing terrific work in support of creating healthier communities by design. County planning, transit and parks staff, local champions in places such as Hastings, Middleville, Delton and Nashville, and committed economic development staff are among the key players who are eager to make change in this community. The staff and community leaders of the jurisdictions and organizations engaged in this work county-wide will be critically important partners in making healthy design principles the universal norm in Barry County.

¹ Barry County Community Health Improvement Plan 2016-2018.

² Barry County 2014 Strategic Plan.

³ Barry-Eaton Behavioral Risk Factor Survey, 2011-2013; Michigan Behavioral Risk Factor Survey, 2011.

⁴ Barry-Eaton Behavioral Risk Factor Surveys, 2003-2013.

⁵ Barry-Eaton Behavioral Risk Factor Surveys, 2003-2013.

⁶ Barry County Community Health Improvement Plan 2016-2018.

⁷ Michigan Traffic Crash Facts. Barry County 2018 Traffic Crash Data & 2014-2018 5-Year Trends.



Immense local pride. In the city of Hastings, towns such as Middleville and Nashville, and surrounding townships, there are clearly people who would like to restore healthy, sustainable centers and a real sense of place and identity. Many are working very hard on this already.

Paul Henry-Thornapple Trail. There are some outstanding segments of this trail already in place, and an existing vision for linking from Nashville to Middleville, and up to Caledonia. Importantly, there is a dedicated group of advocates and community professionals working to make this vision a reality. These efforts can create a central spine from southeast to northwest across the county, but also link into a greater county-wide trail system, and the state trail network, such as connecting to Grand Rapids.

Existing village centers. The bones for viable centers in many places already exist. These include Hastings, Nashville, Delton, Freeport, Woodland, and Middleville, among others. There is need for technical assistance, to further efforts beyond the aesthetic treatments of “brick and benches” to more challenging, foundational change, as mentioned in the opportunities list. However, recent multi-modal improvements during MDOT’s M-66/M-79 project in Nashville, including a bicycle facility on Main Street and Quaker Brook bridge, are fine examples of the type routine accommodation of pedestrian and bicycle uses that would be beneficial throughout the county, especially in and near village centers.

Transportation Demand Management efforts. Thornapple-Kellogg school, among others, is pursuing Transportation Demand Management (TDM) efforts. The transportation coordinator there is trying to create - and require - walk/bike links between schools and housing subdivisions and appears ready and willing to utilize policy tools to change behavior (e.g. drop-off and pick-up policies, etc.). This could be a regional model for schools, employers, and community centers.

CHALLENGES

Barry County has pockets that reflect the essential features of healthy design well. Hastings, Middleville, Nashville, Delton, Thornapple, and Freeport - among others - contain strong elements of current or former walkable, mixed-use development. However, the dominant form of development currently across the county is increasingly sprawling and focused on the movement of cars.

Aversion to Hastings-centered efforts. There is strong sentiment in many communities throughout the county that initiatives cannot/should not be or feel Hastings-centered. The problem with this is Hastings is the geographic center, the center of county government, and the center of economic energy for the county. Furthermore, it is modeling some of the most economically robust and sustainable activities - focusing on mixed-use downtown, trails development, and multimodal planning - and will therefore need to be central to the county's future success, while not hogging the limelight. There may also be a more local town-to-town competition that is complicating.

Unique needs and resources amongst jurisdictions. There is broad diversity amongst the goals and needs of the various villages and townships of Barry County. While some communities wish to remain as they are, embracing a low government presence and geographic remoteness, others are eager to attract new residents and visitors and welcome walkable and bikeable design elements, even seeking bicycle and pedestrian connectivity to regional trails and other community centers.

Sprawl and housing insufficiency. A low-density suburban style housing pattern is dominant and currently appears to be the only model for providing growing housing needs. In particular there is a great need for affordable housing, currently being insufficiently met by low quality, mass-produced tract homes, manufactured homes, and trailer homes. Many villages have more classic grid networks of streets and historically walkable districts, but the current trend appears to be toward a more sprawling, auto-dependent pattern of development.



Commute patterns. Roughly 70% of the employed residents commute *by car* out of the county for work. This can create challenging peak hour traffic demands on main routes, such as M-37 in the northwest corner of the county to Grand Rapids. Across the US it is not uncommon for local governments and transportation agencies to focus on adding lanes and increasing access control (e.g. grade separated road crossings) to such corridors as the solution to increase capacity. However, there are alternative approaches such as land use planning, transit and transportation demand management strategies, and employer programs that can also help address such issues. This is relevant not just in the northwest, but similar challenges are likely to evolve southwest toward Kalamazoo, southeast toward Battle Creek, and northeast to Lansing, and the full suite of tools must be brought to bear.

Lots of school motor vehicle traffic. Even in the village centers where walking to school might be viable there is relatively little walking and bicycling. There is some effort in the Thornapple-Kellogg schools to overcome this challenge (see “strengths”), but otherwise little to no meaningful Safe Routes to School (SRTS) work is happening to shift behavior back to walking and bicycling for children who are close enough to schools to do so.



Lack of urgency. Although some see the challenge of current development norms and induced traffic, many seem fairly comfortable with the way things are. This means there may be a lack of urgent call or appetite for significant policy change. Building a trail, or connection, may be favored, but changing fundamental zoning and related processes may be a much bigger challenge.

PRELIMINARY FOCUS OPPORTUNITIES FOR BLUE ZONES

Blue Zones anticipates guiding Barry County toward a healthier built environment, focusing on the following opportunity areas.

PLANS AND POLICIES

Develop a countywide policy to reduce sprawl. This undertaking will require appropriate planning, ordinance creation, and restructuring of permitting practices. The County Comprehensive Plan – with an update on the horizon - must identify this as a priority and disallow future rezoning of agricultural areas into residential ones. It will be critical to identify areas for focused growth, to ensure open spaces remain as such, and to put ordinances in place to prohibit or at least greatly restrict extensive rezoning of agricultural land and/or open space into residential development. Furthermore, this will require decision makers to truly hold the line when exemptions are requested and not grant waivers to the ordinance. As relief to property owners, the county can and should explore the idea of purchasing development rights to reduce sprawl.

Establish requirements for housing diversity in county and community zoning. Plans, zoning, and permitting can all include tools to boost housing diversity. Tools in zoning ordinance can include guiding the size and type of units allowed (to rent and/or own; small and micro-units; multifamily); inclusionary requirements; accessory dwelling units by right and by design; etc. Developing shared model zoning language and pursuing simultaneous adoption across jurisdictions may make it easier for communities to embrace such changes, and help advance the effort across the county.

Craft a countywide transportation trail network plan. This plan should include the spine routes as well as local connector trails and on-street linking facilities, based on major trip generators (destinations).



The plan can then require, and enforce, aligned facility construction during relevant road work and development. Examples of this include requiring a developer to include trail connections when a subdivision or housing tract is being built, during development of retail or commercial property, or working with MDOT and local road agencies to accommodate bicycle and pedestrian facilities in trunk roadway design and construction. This latter is more likely to occur if accommodations are outlined in an existing plan.

PROGRAMMING EFFORTS – THE PRACTICE

Bring in natural partners and technical assistance. There is great opportunity to include local and regional partners in addition to Blue Zones expertise and support. Many of the centers could benefit from technical assistance and resources provided by national and Michigan Main Streets initiatives. Additionally, there are funding opportunities through agencies such as the Environmental Protection Agency (EPA) and Department of Housing and Urban Development (HUD) to boost resources for revitalization and activation efforts, including downtown redevelopment.

Complete Streets Implementation. Middleville and the county are initiating elements of Complete Streets practices and policies, but continue to find challenge getting actual infrastructure on the ground. There is opportunity not only for these jurisdictions but for others to craft policies and better understand the elements of successful implementation. There is opportunity for the Blue Zones team to support policy development, provide technical training and resources, and build capacity through staff workshops, walk audits and community engagement. With the goal of policy adoption and implementation throughout the county, this can help drive the three primary proven areas of Complete Streets execution, including routine accommodation, Complete Streets requirements in all new construction, and in major arterial remediation and redesigns.

County-wide Transportation Demand Management program. A comprehensive plan for this program would optimally have four distinct elements for the four geographic areas: northwest - Grand Rapids; southwest - Kalamazoo; southeast - Battle Creek; northeast - Lansing. The built environment team recommends exploring micro-transit (park and ride shuttle vans); full-scheduled buses; employer ride share and parking policies (e.g. free van ride, pay for parking). Additionally, partnering with out-of-county cities and employers may help drive these efforts.

Model Safe Routes to School initiative. Regional training and facilitation of interdisciplinary Safe Routes to School teams can provide a path for schools and districts to improve walk and bike facilities and safety, and tackle the social norms that lead to nearly 50% of students nationally being driven to school, and fewer than 15% walking and bicycling.⁸ Rather than try to do Safe Routes to Schools (SRTS) everywhere - including areas where there currently isn't enough readiness - focus a concerted, comprehensive SRTS program in the district where school administration and transportation staff are already invested in this idea. Blue Zones can provide technical assistance to guide model initiatives, such as including students in the development of pop-up demonstrations related to drop-off and pick-up procedures, and creating safer walking and cycling routes and infrastructure.

⁸ Ham et.al., Changes in Walking & Cycling to School, 1969 to 2001, *Jour. of Physical Activity & Health*, 2008, 5, 205-215

ON-THE-GROUND PROJECT IMPLEMENTATION

The following centers are candidates for focused infrastructure, economic, and social redevelopment. Each of these could host a pop-up or demonstration project of appropriate scale. It will be critical to initiate key local partnerships and leadership for each project. The existence and identification of such partners will be a requirement for a community to receive ongoing technical support for demonstration project(s), as such local investment is critical to success.

Freeport. There is a clear need for an injection of economic energy in Freeport’s core business district, which is potentially walkable, if a critical mass of destinations can be re-created. It will be necessary to assess the local need and explore project options such as a stop on a rotating farmers market, a possible trail link south to Middleville and the Thornapple trail network, or a pop-up retail activity in the historic downtown area.

Delton. With the understanding that there is a dire need for a water tower in this community at this time, there is an opportunity and potential funding to make a series of non-motorized transportation connections to Orangeville and/or Prairieville, connect pedestrian facilities to the Automobile Museum and the North Country Trail, and boost local walkability through improved downtown pedestrian facilities. A demonstration project might focus on modeling what will be needed when the school is ultimately rebuilt.



Middleville. While this community has already done some bike and pedestrian facility work in downtown, and great work on the Thornapple Trail, it must continue to build and restore a residential density downtown that is currently lacking. This can be achieved not only through more explicit zoning language but also through supporting model projects. It is also important to aspire for the best possible outcome for future MDOT work on the M37 corridor, such as creating a gateway design at the Main

Street intersection; it would be an outstanding potential location for a roundabout demonstration project.

Nashville. There has been great focus on downtown redevelopment, and substantial recent successes. MDOT, through community partnership, incorporated non-motorized connectivity into the recently completed Quaker Brook project. But there continues to be a need for more residential density in the downtown, as it is a driver for Main Street economic resiliency. Nashville can also work to be an anchor community on the Thornapple Trail system, and would benefit from more explicitly identifying the on-street bike facility visibility and function, connecting the trail to the main business district, schools, park, and other destinations.

Prairieville. At one time there was a village center, and the community will have to decide if restoring this is their goal. At very least there appears to be an opportunity for regional trail linkages to Delton and other nearby communities. A low-cost demonstration project might be to create an on-road shared pedestrian/bicycle facility to an adjoining community or destination (such as a regional park).

Woodland/Lake Odessa. As there is an outstanding trail network already underway in this corner of the county, it may be valuable to create an on-street network that links residents (not just visitors) to the spine trail that is developing. The community can also explore the possibility of extending the trail network south to connect to Nashville, and thus tie into the Thornapple trail. Efforts to do this could include a demonstration project of an on-street connector to the trail.



Hastings. While there is great work already underway, some critical issues must be addressed. On-street connectors and way-finding on and to the outstanding existing spine of the trail network right in

town are recommended. In particular, there is need for more on road protected and buffered bike facilities. There is need and potential for road diets on state roads M37 and M43, with reorientation of the street network toward local redevelopment. Both M37 and M43 expand to five lanes approaching the city center, and while this requires further study, they might actually function better as three-lane roads. Additionally, the intersection at the entrance to Walmart, while slated for signalization, could be a great candidate for a roundabout. Initial construction costs might be higher, but long-term maintenance costs are less, roundabouts provide well-established safety and traffic calming benefits, and it could act as a welcoming western gateway for the community. Other opportunities lie in connecting residential subdivisions to one another, and to the city center as much as possible with top-notch pedestrian and bicycle facilities.

CONCLUSION

Policies, practices, and projects need to be employed to shift the focus of design in Barry County to accommodate and prioritize people and place. Critical to finding solutions and bringing people together to do so is a strong, well-informed community, and leadership that has staying power and directs decisions and investments in favor of walkability, livability, and overall quality of life. The next step in this process, the Built Environment Summit, convenes city and county elected leadership and staff, state partners, business and development community, built environment committee members, residents, school leaders and other advocacy organizations to set the blueprint for how Blue Zones Activate can continue to support Barry County's efforts toward creating a healthier built environment.

APPENDIX A

People and Organizations Engaged during Assessment

In sector-specific meetings and interviews over the 3 days of onsite meetings and pre-site phone calls, the built environment team was informed and inspired by the people below:

- Jerry Czarnecki, Hastings City Manager
- Matt Gergen, Hastings Public Services Director
- Dan King, Hastings Community Development Director
- Jim James, Hastings Superintendent of Streets & Construction
- Jim McManus, Planning Director/Zoning Administrator for Barry County
- Anne Barna, Planning, Promotion and Evaluation Director for Barry-Eaton District Health Department
- Mike Bremer, Thornapple Township Supervisor
- Catherine Getty, Planning Zoning Administrator for Thornapple Township
- Lauren Metcalfe, Community Health Promotion Specialist
- Wes Knollenberg, Retired Biologist from Kellogg/Delton representative
- Sheryl Lewis Blake, retired CEO from the hospital will participate in half of the tour
- Jon Sporer, YMCA of Barry County
- Brian Urquhart, Planning & Zoning Administrator for the Village of Middleville
- Eric Thompson, Office manager of Professional Code Inspections/Zoning Administrator for Yankee Springs Township
- Scott Decker, Public Works Director
- Emily Mater, Nashville resident, Steering committee member, Barry Community Foundation Board member
- Pat Powers, Department of Transportation for MV Schools
- Dave Baum, lead sponsor/owner of Hastings Fiberglass Products
- Chelsey Foster, Commercial Bank President
- Lani Forbes, Barry County United Way Director/First Responder/ Freeport resident
- Mark Kolanowski, Highpoint Community Bank President/sponsor
- Janine Dalman, Spectrum Health Pennock Foundation Director/Marketing
- Eric Heide Principal, Northeastern Elementary School
- Michael Brown, County Administrator
- Dave Shinavier, IT/GIS Coordinator
- Cindy Vujea, Economic Development Coordinator
- Linda Maupin, Chamber Board Member/Family Support Center
- Pat Doezema, Chamber Board Member/Greenridge Realty Managing Broker
- Kyle Corlett, Delton Kellogg School Superintendent
- Dan Remenap, Hastings Community Schools Superintendent
- Robert Blitchok, Thornapple Kellogg Schools Superintendent
- Ben Geiger, Dave Jackson
- Dave Solmes, Barry County Road Commission Chair
- Josh DeBruyn, MDOT Bicycle and Pedestrian Coordinator
- Tyler Kent, MDOT Grand Region Transportation Planner

APPENDIX B

Built Environment Agenda

Monday, October 14th

<p>Morning 9:00-10:30</p>	<p>City Staff Focus Group: City Hall, 201 E. State St, Hastings Jerry Czarnecki- City Manager Matt Gergen-Public Services Director Dan King-Community Development Director Jim James- Superintendent of Streets & Construction</p>
<p>Afternoon 11:00-5:00</p>	<p>County Windshield Tour & Walkabouts Lead: Jim McManus-Planning Director/Zoning Administrator for Barry County Anne Barna-Planning, Promotion and Evaluation Director for Barry Eaton District Health Department Mike Bremer- Thornapple Township Supervisor Catherine Getty- Planning Zoning Administrator for Thornapple Township Lauren Metcalfe- Community Health Promotion Specialist Wes Knollenberg- Retired Biologist from Kellogg/Delton representative Sheryl Lewis Blake- retired CEO from the hospital Jon Sporer- YMCA of Barry County Start: Pick up outside of Tyden Building, 121 S. Church St. 11:00am Freeport-Drive through 11:00-11:30 Middleville@ 11:30am Attendees: Catherine Getty-Planning & Zoning Administrator for Thornapple Township/Chair of Barry County Park & Rec Board Mike Bremer-Thornapple Township Supervisor Brian Urquhart-Planning & Zoning Administrator for the Village of Middleville Riverdog Lunch-12:15 in Middleville Yankee Springs/Gun Lake: 1:30-Township Hall,248 N Briggs Rd, Middleville Jim McManus Eric Thompson-Office manager of Professional Code Inspections/Zoning Administrator for Yankee Springs Township Delton@ 2:45-Drop off: Delton Fire Barn,155 East Orchard Pick up: Hall 11300 M-43 Barry Township Hall Jim McManus- Delton School board/resident Wes Knollenberg- Retired biologist from Kellogg that tried to move forward with putting a trail in from Delton to Gilmore Car Museum Pierce Cedar Creek Institute-3:40-3:50 Nashville@ 4:15 206 N. Main St. to park Scott Decker-Public Works Director Nashville portion of tour (cont.) Emily Mater-Nashville resident, Steering committee member, Barry Community Foundation Board member Pat Powers-Department of Transportation for MV Schools (Note: We can visit representative school environments in the county to get a feel for travel patterns and modes)</p>

6:00-8:00	<p>Dinner with key leaders: Janine Dalman-Spectrum Health Pennock Foundation Director/Marketing Marsha Bassett-Director of Operations for Spectrum Health Pennock's Physician Network/Delton resident Don Haney-Thornapple Manor Director/EDA board chair Dave Baum-lead sponsor/owner of Hastings Fiberglass Products Chelsey Foster- Commercial Bank President Lani Forbes- Barry County United Way Director/First Responder/ Freeport resident Mark Kolanowski- Highpoint Community Bank President/sponsor Allison Troyer Wiswell-Activate Director Mark, Dani, and Debbie</p>
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Tuesday, October 15th

7:30-8:15	<p>Northeastern Elementary School Drop off- Eric Heide Principal Jon Sporer</p>
Morning 8:30- 10:30	<p>Windshield Tour of Hastings Jerry Czarnecki-City Manager Dave Tossava-Mayor of Hastings walking tour 8:30-9:15 County Commissioners 9:15-10:00 (probably presenting for 10 minutes at 9:30 but they asked us to come a little early in case the agenda moves quickly and I thought 10 was a safe wrap up time to rejoin the City Manager and Mayor.) Transit tour 10:00-11:00 Rebecca Pierce may join us from the Hastings Banner</p>
11:30- 12:30	<p>County Focus Group with County staff (catered healthy lunch) HCB-2nd floor conference room, 150 W. Court St. Michael Brown-County Administrator Jim McManus-Planning & Zoning Administrator Dave Shinavier-IT/GIS Coordinator Dan Patton-Director of Charlton Park Village, Museum, & Rec Area</p>
1:00-2:00	<p>Chamber/EDA focus group: BEDHD, 330 W. Woodlawn, Hastings Don Haney-EDA board chair/Thornapple Manor Director Cindy Vujea-Economic Development Coordinator Linda Maupin-Chamber Board Member/Family Support Center Pat Doezema-Chamber Board Member/Greenridge Realty Managing Broker Andrew Walsh-EDA Board Member/Flexfab Training and Development Coordinator Kim Jachim-Chamber Board Member/Owner of Advanced Stone and Tile Kim Martin-Business Manager for Barry County Chamber and EDA Mark Kolanowski-EDA Board Member/President of Highpoint Community Bank</p>
2:00-3:30	<p>Schools -BEDHD, 330 W. Woodlawn, Hastings Kyle Corlett-Delton Kellogg School Superintendent Dan Remenap-Hastings Community Schools Superintendent</p>

	Robert Blitchok-Thornapple Kellogg Schools Superintendent
3:45-4:15	Elected Officials Meeting -County Commissioners-BCF Ben Geiger, Dave Jackson
4:15-4:45	Elected Officials Meeting -County Commissioners-BCF (If these slots don't fill, we can use this time to debrief)
4:45-5:15	Elected Officials Meeting -County Commissioners-BCF
5:45	Dinner at Bay Pointe with Jerry Czarnecki, City Manager

Wednesday, October 16th

7:45-8:45	Breakfast with Planning Riverwalk Cafe-228 North Jefferson St, Hastings Brian Urquhart Village of Middleville Catherine Getty-Thornapple Township Les Raymond-Rutland Township Eric Thompson-Yankee Springs Township Rebecca Harvey- City of Hastings Jim McManus-Barry County Scott Decker- Village of Nashville
9:00-10:00	Elected Officials Meeting Mailer sent to all 16 townships, 4 villages and city council Barry Community Foundation
10:30-12:00	Steering & Built Environment Committee Members Barry Community Foundation: I was thinking perhaps 45 minutes for presentation and the rest of the time for Q & A
12:30-2:00	Lunch with MDOT/Road Commission Dave Solmes- Barry County Road Commission Chair Josh DeBruyn-MDOT Bicycle and Pedestrian Coordinator Tyler Kent from local MDOT
2:00-3:00	Team debrief/possible space for media interview if needed Dani and Mark leave by 3:30

APPENDIX C

Background Documents

Region and State

- Southwest Michigan Non-Motorized Transportation Plan
- MDOT Grand Region Regional Nonmotorized Plan 2017
- 2020-2024 5-Year Transportation Plan
- Guidance for Trunkline Main Streets
- Michigan Traffic Crash Facts, Barry County 2018 Traffic Crash Data & 2014-2018 5-Year Trends

Barry County

- 2005 Master Plan
- Parks and Recreation Plan, 2019-2023
- 2014 Strategic Plan
- 2008 Zoning Ordinance
- Road Commission Requirements and Specifications for Plat Development (2009)
- Commercial Market Analysis Report, Economic Development Alliance (EDA)
- 2018 Impact Report, EDA
- Barry County Community Health Improvement Plan, 2016-2018
- Barry County Community Health Needs Assessment

Hastings

- 2007 Comprehensive Community Plan
- 5 Year Parks and Recreation Master Plan Update, 2019-2023
- 2008 Downtown Development and Financing Plan
- 2016 Bike Master Plan
- The Royal Coach Target Investment Neighborhood

Middleville

- Complete Streets Resolution
- Park Plan, East Bank Riverpoint Park
- Strategic Plan 2013

Thornapple

- Recreation Plan 2016-2020
- Strategic Plan 2017-2020

Yankee Springs

- 2018 Master Plan
- Community Parks and Recreation 5 Year Plan



BLUE ZONES[®]

ACTIVATE

**BARRY COUNTY DISCOVERY REPORT
FOOD POLICY
DECEMBER 2019**

Margaret Adamek, PhD

BLUE ZONES FOOD POLICY

WHAT IS BLUE ZONES FOOD POLICY WORK?

Only twenty percent of our health is related to genetics; at least 70 percent can be managed through behaviors and the design of our community's environment. A local food environment is the most important determinant of whether or not a resident will be overweight or face diet-related chronic diseases. By designing community environments that facilitate healthy eating, we can meaningfully improve the health of residents. Policy and systems changes, as well as shifts to community infrastructure, are proven ways to move the dial on health outcomes.

For Blue Zones communities, food policy offers an evidence-based way to make changes in their anchor institutions (such as schools, hospitals, parks, etc.) and/or in their local units of government. These policy changes are designed to ensure that residents have reliable access to affordable, healthy food in the places they spend time.

The accompanying, food-focused marquee project that Blue Zones Activate communities select is intended to build off the assets that a community already has, creating a visible, high impact, lasting way to promote healthy eating in the community.

WHAT'S INVOLVED IN A BLUE ZONES FOOD POLICY DISCOVERY PROCESS?

For Blue Zones Activate communities to select the right portfolio of food policy and systems changes and a marquee project that best suits them and meets their needs, the Food Policy Discovery process provides important data and insights to guide community decision-making. This Food Policy Discovery Report is based on multi-method research, which includes:

- **Hear from People** – Key informant interviews and focus groups with leaders collaboratively identified by the Blue Zones National Food Policy Expert and local Blue Zones staff
- **Explore the Community** – A two-day site visit in the community that includes meetings with local leadership and tours and discussions with relevant organizations and groups across multiple sectors, such as public health, hunger relief, institutional foodservice, restaurants and food retail, elected and appointed local officials, Extension, agriculture, and more
- **Review What's Known** – Background research, including review of federal, state, and local datasets and relevant reports (such as Community Health Needs Assessment, local food systems publications, etc.)

The *Blue Zones Activate Barry County Food Policy Discovery* assessment focused on four domains:

Food Skills – To what extent and how does the community acquire the skills they need to prepare healthy food?

Food Environments – To what extent are healthy and unhealthy options available in the places where people spend most of their time (work, schools, community settings, etc.)?

Food Culture – To what extent does the community have a robust local food culture and identity?

Food Infrastructure – How extensive and sustainable is the community’s infrastructure for gardening; farmers markets; local food production, aggregation, and distribution; and hunger relief?

Data and insights about these four domains generated through the Discovery process form the basis for describing the community’s food system, as well as related issues and opportunities. This report conveys these findings, accompanied by a series of potential policy and systems changes and marquee project options for the community to consider as part of its ‘Design’ process.

DISCOVERY FINDINGS

DEMOGRAPHIC SNAPSHOT

Barry County is a primarily rural area, composed of charming small towns, a county seat with many cultural amenities, and winding, hilly roads that connect these communities to each other and to larger, nearby cities such as Grand Rapids and Battle Creek. Outside of these municipalities lie a diverse agricultural landscape – from ‘big agriculture’ that produces food and commodities for national and international markets and smaller, more diversified agriculture that supplies eaters closer to home. Residents of the county and visitors alike also enjoy extensive outdoor recreation, from lakes to miles of hiking trails.

As the County seat, Hastings offers a variety of cultural amenities available for the entire county. Thanks to generous, ongoing support from local family-run foundations, there are wonderful assets, like the Hastings outdoor amphitheater that provides free, public concerts on summer evenings. Barry County supports a variety of initiatives to benefit the public, funded primarily through private contributions, and is accustomed to strategic, productive collaboration among organizations and leaders to advance important initiatives for the community good.

The Discovery process has yielded great examples from around Barry County that help the community stay healthy and connected to food. Today, whether it’s community gardens, farmers markets, grocery stores and restaurants serving up healthy options, or residents that still grow, can, and cook their own food, stakeholders are invested in improving access to healthy foods. They recognize that to succeed, they will need to leverage the mechanisms available from public policy, investment and funding, agricultural technology, business strategy, nonprofits, community engagement, and education.

Who is Barry County? – Barry County is primarily white, with a small and important Latino immigrant workforce contributing to agricultural enterprises in rural areas. As of the [2018 United States Census](#), the population was 61,157.^[1] Of these residents, 22% are under the age of 18, and 18% are over the age of 65. Barry County is overwhelmingly white, with 3% Hispanic, and less than 1% African American, Asian, or Native American. Nearly 80% of residents own their homes. 77% of residents live in an area considered “rural.”

A current challenge facing Barry County is statewide open enrollment policies for K-12 schools, which draw away students residing in Barry County to schools in the larger cities that offer more programs and opportunities.

ECONOMIC SNAPSHOT

What Is the Economy Like? - In many parts of the county, people commute from their homes to jobs (and greater economic opportunity) and amenities (such as a larger array of commercial options and restaurants) in Grand Rapids and Battle Creek. A stable base of manufacturers provides good paying jobs for residents across the county. Wages in Barry County are on the

rise, particularly in the manufacturing field due to the current competition for talent being driven by the low unemployment rate.¹

Agricultural-related businesses, from farms to processing facilities, also employ a number of residents and play an important economic role for the county. According to the [US Census of Agriculture](#), there were 938 farms in Barry County, a 9% decrease since 2012. There are 1,570 producers, 99.5% of whom are white. The majority of crops grown are ‘grains, oilseeds, dry beans and dry peas’, followed by ‘other crops and hay’, then nursery, greenhouse, floriculture, sod cultivated Christmas trees, and short rotation woody crops. Only 1% of farms produce organically, 10% sell directly to consumers, and 98% are family farms. The average net farm income as of 2017 was \$34,406, a 16% decrease since 2012.

Poverty - Challenges also exist. Poverty is an issue in Barry County, with many people struggling to meet basic needs, from young, single mothers to seniors in more remote rural areas. Barry County’s median household income is \$57,312.00, slightly above the Michigan average, and on par with the US average². Nearly 9% of families live below the poverty line³, but the child poverty rate is nearly 15%, and 43% of children qualify for free or reduced lunch⁴.

The Barry County United Way released a 2019 study on the condition of Michigan’s working families, which it has called “ALICE” households— *Asset Limited, Income Constrained, Employed*. The report found that:

ALICE households now make up 37% of Barry County and 43% of all Michigan households. Despite overall improvement in employment and gains in median income, 8,747 Barry County households could not afford basic needs such as housing, child care, food, transportation, health care and technology. The cost of the average Michigan family budget also increased by 27% from 2010 to 2017, despite a low rate of inflation nationwide—12% during the same timeframe⁵.

While this study suggests that working families are struggling, over the past two years 5 of Barry County’s 17 townships actually lowered the number of households living below the survival budget. According to Travis Alden, *Barry County Chamber of Commerce President*, employers are investing in training and education in order for employees to move into the

¹ United Way of Barry County. 2019, March 26. The Michigan Association of United Ways Finds Low Wages, Reduced Work Hours and Depleted Savings among Challenges for Michigan’s Working Families. Retrieved from: <https://www.bcunitedway.org/37-percent-of-barry-county-households-fail-to-make-ends-meet-united-ways-alice-report-shows/>

² United States Census. Accessed Nov. 22, 2019. Retrieved from: https://data.census.gov/cedsci/table?id=ACS%205-Year%20Estimates%20Data%20Profiles&table=DP03&tid=ACSDP5Y2017.DP03&g=0400000US26_0500000US26015&lastDisplayedRow=144&hidePreview=true

³ United States Census. Accessed Nov. 22, 2019. Retrieved from: <https://www.census.gov/quickfacts/barrycountymichigan>

⁴ Kids Count. Accessed Nov. 22, 2019. Retrieved from: <https://datacenter.kidscount.org/data/tables/1672-students-eligible-for-free-or-reduced-priced-lunch#detailed/5/3751/false/37,871,870,573,869,36,868,867,133,38/any/3551,13159>

⁵ United Way of Barry County. 2019, March 26. The Michigan Association of United Ways Finds Low Wages, Reduced Work Hours and Depleted Savings among Challenges for Michigan’s Working Families. Retrieved from: <https://www.bcunitedway.org/37-percent-of-barry-county-households-fail-to-make-ends-meet-united-ways-alice-report-shows/>

higher paying positions. These opportunities for career advancements will help families move out from below the ALICE threshold.

HEALTH, FOOD INSECURITY, AND HUNGER RELIEF IN BARRY COUNTY

Health - Barry County is healthier overall than other Michigan counties. It ranks 11th of all 83 counties in health outcomes and social and economic factors that influence health and 15th in quality of life. Yet, there is troubling data that merits closer attention. Barry County ranks 29th in health behaviors and 57th in physical environments.

With respect to obesity, Michigan has the 19th highest obesity rate in the country, spending 9.52% of its annual healthcare costs on obesity and diet-related issues.^{6,7} In Barry County, 34% of adults are obese, compared to the state's 32% and the national average at 30%. The county also has an adult diabetes rate of 14.7%, the 6th highest in the state.⁸ Barry County's 2016-2018 *Community Health Improvement Plan* identified obesity reduction, prevention, and wellness as their top health priorities to address.

Healthy Eating Behaviors – New data from the Barry-Eaton Health District indicates that over 80% of respondents in Barry County eat 2 or less servings a day of fruit and almost 70% eat 2 or less servings a day of vegetables. 30% of respondents indicate that cost inhibits their ability to purchase and consume healthy options; 41% said they eat healthy options.⁹

Hunger – Food insecurity is an issue in Barry County, which research shows puts residents at greater risk for poor nutrition, obesity, and diet-related health outcomes. This issue is not just about healthy habits; hunger is complicated. Lack of full-service grocery stores and farmers markets in low-income areas; lack of access to reliable, affordable transportation; cost and quality of health items in low-income areas; overabundance of fast food and processed food options; and a greater exposure to junk food marketing are all factors.¹⁰ Furthermore, unpredictable availability of food can lead to cycles of deprivation and overeating, accompanied by higher levels of stress, anxiety, and depression that can induce metabolic changes.

Michigan experiences an overall food insecurity rate of 13.7%. Fortunately, Barry County fares slightly better. In 2017, Barry County experienced an overall food insecurity rate of 9.5% of the population. 12.9% of its children faced food insecurity, which translates to 1,740 children. 82% of Barry County's food insecure children are income eligible for federal nutrition programs because their households are at or below 185% of the federal poverty line. 18% of Barry

⁶ Biener, Adam; Cawley, John; and Meyerhoefer, Chad (2018). The Impact of Obesity on Medical Care Costs and Labor Market Outcomes in the US, *Clinical Chemistry*. 64:1, pp. 108-117.

<http://clinchem.aaccinls.org/content/64/1/108/tab-figures-data>

⁷ World Population Review. Accessed Nov. 22, 2019. Retrieved from: <http://worldpopulationreview.com/states/most-obese-states/>

⁸ Center for Disease Control. Accessed Nov. 22, 2019. Retrieved from: <https://gis.cdc.gov/grasp/diabetes/DiabetesAtlas.html>

⁹ Barry-Eaton Health District. 2019. Barry-Eaton Behavioral Risk Factor Survey 2017-2019 raw dataset.

¹⁰ Food Research and Action Center (FRAC), *Why Low Income and Food Insecure People are Vulnerable to Poor Nutrition and Obesity*, accessed at <http://frac.org/obesity-health/low-income-food-insecure-people-vulnerable-poor-nutrition-obesity>.

County's children are ineligible for federal nutrition programs because their families or caregivers earn more than 185% of the federal poverty line but still face economic hardship.¹¹

A Feeding America affiliated entity, the South Michigan Food Bank supplies a significant amount of food to the entire county. Food pantries and congregate dining programs receive donated food, USDA commodity food (TFAP) and are also able to purchase a variety of foods from the food bank to feed area residents. Community partners contribute money and food items to this network of food pantries across the county, which include:

- First United Methodist Church
- Hastings Green Street United Methodist Church
- Delton Faith United Methodist Church
- Middleville United Methodist Church
- Dowling Country Chapel United Methodist
- Orangeville Baptist Church
- Orangeville Community Outreach
- Manna's Market
- Thornapple Valley Church
- Lakewood Community Council
- Barry County Veterans Affairs

There are also soup kitchens and free dinners at Community Meal and Gun Lake Community Church. The Hastings Food Pantry is a 'choice' food shelf offering shelf stable and perishable items, including fruits and vegetables, animal products, and canned and boxed items. An independent organization, hosted by a local church, the food pantry serves low income members of the community.

In addition, [Barry County Meals on Wheels](#) and [Barry County Senior Choice Meal Program](#) serve seniors in need. The Senior Choice Program was created to supplement the availability of meals served by the Barry County Commission on Aging to senior citizens of the county not served every day by a senior dining center. It provides low cost meals in select restaurants at a cost share price of \$3 each with a maximum of four restaurant meals per month. The [Community Supplemental Food Program](#), run by [Barry County Community Action](#), provides seniors over 60 with 12-15 days of nutritious meals. And, the [Emergency Food Assistance Program](#) provides households at or below 200% of the federal poverty level food every three months.

The United Way sponsors the Fresh Food Initiative in partnership with the South Michigan Food Bank. The program is a hunger relief program serving anyone in need, hosted by Green Street United Methodist Church, with regularly scheduled food giveaways that include stable and

¹¹ Feeding America. Accessed Dec. 19, 2019. Retrieved at <https://map.feedingamerica.org/county/2017/overall/michigan/county/barry>

perishable options. The South Michigan Food Bank has worked hard in recent years to decrease the availability of unhealthy options and increase the availability of healthy options throughout the hunger relief system.

Hunger relief providers report mixed perspectives on the current status of availability and resources. Some food pantries indicate that they have the resources and food they need to provide for the residents they serve, while others indicate that their very tight budgets mean they cannot purchase all the healthy items they would like to distribute to their program participants. Cold storage and adequate equipment are another set of challenges for some programs, who lack the space and infrastructure to provide healthy options at their preferred scale.

Focus group participants suggest that some rural areas of the county need more access to mobile hunger relief resources, but face access challenges given the low population density. The South Michigan Food Bank would like to start a mobile food pantry, which could be aligned with food policy recommendations for Barry County.

BARRY COUNTY'S FOOD ENVIRONMENT

Barry County residents get their food in a variety of places—within and beyond county boundaries, depending on where they live, what they're looking for, and how much they want to spend. There is a robust culture around food, with deep appreciation and support for locally grown items, many of which are sold directly on the farm or at the end of peoples' driveways across rural areas of the county.

Restaurants - There are 23 fast food restaurants and 31 full-service restaurants. In the category of fast food prevalence, Barry County is doing much better than the national average, with 30% fewer outlets per capita.¹²

There are numerous full-service dining options that offer locally sourced and from scratch food – popular options for local diners. Conveniently located in town centers across the County, there is a strong culture of good food. While many of the options could be healthier, there is support and interest in the community for a robust culinary sector.

Food trucks are in the mix around the county. Some are locally owned, while others travel from the larger cities to provide for customers in downtown areas for special events. Some interviewees report that restrictive ordinances in Hastings inhibit the potential of food trucks as a food and cultural amenity for the community.

Grocery Stores - According to the USDA ERS, there are no official “food deserts” in Barry County.¹³ The county has one grocery supercenter, ten supermarkets spread throughout the county, and a health food grocery store in Hastings featuring local products. There are also 5 convenience stores and 22 gas stations¹⁴, some that offer grocery sections with healthy food options.

According to the United States Centers for Disease Control, a food environment is:

The physical presence of food that affects a person's diet,

A person's proximity to food store locations,

The distribution of food stores, food service, and any physical entity by which food may be obtained, or

A connected system that allows access to food.

The food environment is also known as the community food environment, nutritional food environment, or local food environment. The retail food environment includes the community level (e.g., presence and locations of food stores, markets, or both) and the consumer level (e.g., healthful, affordable foods in stores, in markets, or in both).

(Centers for Disease Control, <https://www.cdc.gov/healthyplaces/healthtopics/healthyfood/general.htm>)

¹² United States Census Bureau, County Business Patterns data. 2016. Available via a saved search on the U.S. Census Bureau's American FactFinder at: <https://factfinder.census.gov/bkmk/table/1.0/en/BP/2016/00A1/0100000US|0500000US26015/naics~445110|44512|447110|452910|722511|722513>

¹³ United States Agriculture Department. Accessed Nov. 22, 2019. Retrieved from: <https://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas.aspx>

¹⁴ United States Census Bureau, County Business Patterns data. 2016. Available via a saved search on the U.S. Census Bureau's American FactFinder at: <https://factfinder.census.gov/bkmk/table/1.0/en/BP/2016/00A1/0100000US|0500000US26015/naics~445110|44512|447110|452910|722511|722513>

However, most options at convenience stores and gas stations in the county remain snack and junk foods.

A national innovator, Family Fare grocery in Hastings, is implementing a powerful, new approach to partnering with healthcare organizations and offering healthy options, custom signage, mobile apps, online recipes, shopping lists, and a labeling system that will help people with diet-related diseases and associated dietary recommendations from their healthcare provider, consume healthy options. This large store offers a diverse array of plant-based meals, organically and locally grown produce, and numerous healthy items.

Site visit interviews yielded two important insights about grocery access, both of which focused on Hastings. The first issue was raised by a management representative for one of the area large grocery stores. Many of these stores are located on a very busy street with limited pedestrian access. For walkers living on the other side of the street, it is very difficult to easily and safely cross for easy access to the grocery stores on Broadway Avenue. In downtown Hastings, city elected leadership suggested that people without access to their own vehicles do not have an easily accessible food retail option within walking distance of one side of downtown.

Farmers Markets and Farmstands - Nestled at the edge of the park in the middle of downtown, the [Hastings](#) farmers market is open on Wednesdays and Saturdays from May-October. Many vendors sell value added products such as baked goods and honey. There are more produce vendors at the Saturday market. The market accepts SNAP/EBT, WIC Project FRESH and offers a market bucks program for low-income shoppers.

Middleville hosts a [Market on Main](#) farmer's market, which also runs from May until October, and they are able to accept all food assistance programs. This market is currently undergoing re-evaluation, determining if it will expand its food offerings or remain a primarily crafts-oriented market.



Yankee Springs, located near a popular recreation area, also has a smaller farm stand with 5 vendors, open on weekends. They do not accept any food assistance programs.

A local restaurant owner opened a new farm stand for summer 2019, which has proven to be a popular stop for locals and day-trippers alike. Located near recreational areas of the county, they source local and high-quality produce from area distributors. There is a rich mix of grassroots farm stands throughout the county, with people selling produce, meat, and dairy products such as eggs, and other products like honey, jams, and more. This reflects the agricultural heritage and culture of the region and is a definite asset for the County. Many consumers will buy products direct from the farm, as community supported agriculture shares or will order specific products ahead of the growing season for special occasions like Thanksgiving or canning.

Gardens – Gardening is a big deal in Barry County. A lot of people do it and it is a high visibility, popular activity. The public gardening infrastructure across the county is truly something to be proud of:

Barry Community Foundation Gardens – A partnership of 4H, Extension, local public schools, and the Barry Community Foundation, students work with Extension staff and a local restaurant owner and culinary educator to plant and harvest edibles that they then prepare in the commercial training kitchen located onsite at the Barry Community Foundation in Hastings.

Delton Community Garden – A collaborative effort between Extension, the local health clinic, and the elementary school, providing garden and nutrition education throughout the school year and summer for students.

Extension Gardens – New raised bed gardens located just outside the Extension offices in downtown Hastings, these beds produce organically grown, unique varieties of vegetables available for the community to pick and try. This effort is led by two Extension educators. There are a total of three community gardens throughout the county assisted by Extension.

Hastings Food Forest – Situated in a large riverfront park on the edge of town that includes a bikeable/walkable path that goes into downtown, this food forest contains numerous fruit and nut trees designed to serve as a sustainable source of healthy



food for anyone in the community. Numerous community residents have worked to gain city council approval, access to a site, and obtain and plant trees. They intend to plan many more in the coming years and anticipate that the trees will begin to generate significant food within three years.

Other Community Assets – The Circle Pines Center located in Delton, uses their organic orchard and garden to supply fresh produce for their activities. Facilities include a dining hall, kitchen, offices, library, meeting rooms, heated accommodations and an outdoor wood-fired pizza oven. Their 3-day *Buttermilk Jamboree* features social options, local food vendors, craft beer and wine, with sponsorship from nearly 60 community and regional organizations and businesses as well as many local and regional tourists. Staff members work hard to provide delicious and nutritious meals from scratch using primarily local and organic ingredients. They source camp

food from over 15 local farm families in Southwest Michigan. Meat dishes are prepared using pasture fed and humanely raised animals.”¹⁵

The Pierce Cedar Creek Institute is a Blue Zones partner and environmental learning center and biological research station serving nearby colleges and universities outside of Hastings, with onsite catering that emphasizes healthy, local, and organic foods.

Large, regional agricultural producers raise poultry and dairy products and sell via local grocers and at their roadside stores, which are a popular source of food for county residents.

Based in Battle Creek, the Sprout Food Hub sources and aggregates locally grown and locally processed value added products, which it sells wholesale to stores and restaurants and also offers a direct-to-consumer ‘box’ option, where customers can order online regularly, select local, healthy products, and have them delivered directly to their worksite or other location. The Food Hub is moving in the near future to downtown Battle Creek, intending to open a small retail shop and restaurant in addition to its wholesale enterprise.

Food Skills Opportunities – Hunger relief programs, Extension, and the local high school alike offer numerous opportunities for people to learn healthy eating skills. Cooking classes, recipe provision, and food sampling are provided at area hunger relief programs. Extension offers nutrition education classes that include healthy eating and food preparation throughout the county to low-income residents. The local high school provides a culinary education track that uses the ProSmart curriculum, with a teaching kitchen located in the community foundation offices and raised bed gardens that yield produce for culinary students to use in their classes. These students are a valuable and growing part of the local workforce focused on food and health.

CHALLENGES, OPPORTUNITIES, AND POTENTIAL POLICY PRIORITIES

Blue Zones Activate communities identify a portfolio of evidence-based food policy priorities designed to move the dial on community health outcomes, as well as a high-profile marquee project intended to leave a lasting, visible impact on the community. Barry County’s Blue Zones Discovery process yielded several promising opportunities designed to address key challenges, promote economic prosperity, support the economic and cultural aspects of the County’s agricultural character, and foster healthier food environments on communities across the county.

The below table describes challenges surfaced through the Discovery process, accompanied by strategic opportunities and related policy strategies for consideration at the 2020 Blue Zones Barry County Food Policy Summit.

¹⁵ Circle Pines Center. Accessed Dec. 9, 2019. Retrieved from: <https://www.circlepinescenter.org/community-events/#values>

PROPOSED FOOD POLICY PRIORITIES FOR BARRY COUNTY

Challenge	Opportunity	Policy Strategies	Notes
Pedestrian access to two major grocery stores in Hastings is a challenge for people living on the opposite side of Broadway Avenue	Grocers (Aldi and Family Fare) in Hastings are interested in improving pedestrian access across Broadway Avenue.	1. Improve pedestrian crossing options to Aldi and Family Fare in Hastings.	
There is a policy and access gap when it comes to the hunger relief system for some residents of the County	The regional food bank would like to pilot a mobile food pantry and is willing to explore adding routes to underserved areas of the county. There is a track record of goodwill and collaboration among hunger relief programs.	2. Coordinate open hours for food pantries across the county 3. Increase mobile food delivery options in remote rural areas 4. Create healthy procurement guidelines for regional food bank and food pantries	These strategies address communities across rural Barry County and Hastings
The Spectrum Health Pennock which serves Barry County can do more to strengthen the healthfulness of its food environment, including expansion of plant-based and locally grown offerings	The Spectrum Health Pennock in Hastings is working on improving and remodeling their foodservice infrastructure.	5. Create and implement healthy food procurement policy for the Spectrum Health Pennock 6. Provide GAPS training for farmers to ensure their eligibility for farm to institution programs	
Schools in the county can do more to expand plant-based offerings, particularly those grown nearby	The Thornapple/Kellogg school district is interested in a comprehensive, creative approach to improving school foodservice, student and family food skills, and the school food environment, including more plant-based and farm to institution offerings Spectrum Health has identified a goal to partner with a local school on improving the school health environment	7. Create and implement healthy food procurement policy for the Thornapple/ Kellogg school district 8. Develop and sustain a food skills initiative at the Thornapple/ Kellogg school district that includes gardening and cooking for children and families.	The school foodservice director for Thornapple/ Kellogg school district is eager to implement this proposed effort. Farm to school can include produce grown in school gardens and processed in school kitchens for use during the school year

Establishing a Barry County Food Policy Council

Blue Zones Activate communities are required to establish a food policy council as part of their portfolio of food-related efforts. The Discovery process surfaced shared interest across sectors and players to establish such a body. When affiliated with local government entities, food policy councils provide a meaningful, permanent pathway for establishing, implementing, and sustaining policy and systems changes that increase access to healthy food and support a robust food culture for the community.

In the case of Barry County and in consultation with local leadership, the Blue Zones National Food Policy Expert recommends creating a multi-jurisdictional food policy council that includes interested city, villages and township governments across the county and hosted by an organization well suited to working and advancing policy across multiple jurisdictions. Site visit interviews with local elected officials revealed an openness to working across municipal and township governments to ensure food policy effectively and meaningfully reaches and benefits all residents in every community across the county.

Discovery interviews with regional food systems experts in Michigan at the state level enthusiastically support this development in Barry County, indicating the benefits of affiliation with the Michigan Food Policy network which, in turn, opens the door for technical assistance, seed funding, and mentorship and networking opportunities. Aligning with other food policy councils presents the opportunity to advance state-level legislative policies of interest to local leaders in Barry County, such renewed effort to increase state funding for school meals by \$0.10/meal.

Additional Projects for Consideration

One message that came through loud and clear from the Discovery process was the need to ensure fairness and reach of chosen projects—an approach that would benefit the entire county, rather than just one geographic area. This expectation has become a strategic design principle for the approach to project selection. During the Discovery site visit, the Blue Zones National Food Policy Expert met with representatives from multiple municipalities and sectors, focusing on the county's economic development.

Possible scenarios for additional projects emerged from the Discovery process that could be bundled together or decoupled, depending upon community priorities, feasibility, and resources:

1. **Develop a Network of Agritourism Opportunities across Barry County** – The County features a rich, diversified array of locally grown healthy options, with vendors of all sizes. Developing and promoting an established route through country roads across the county to roadside stands, farmers markets, restaurants, breweries, orchards, and other venues that feature healthy options, reached by bicycle, walking, motorcycles, and car traffic would be an economic draw, promote healthy eating and local agriculture, and put Barry County on the map as a hub of food culture. This

potential project is not intended to replace the current “Arts and Eats Program” which has proven to be a successful endeavor for the community. Further discussion by key stakeholders would include consideration of how these projects might complement one another.

- 2. Reinvigorate and Relaunch the Middleville Farmers Market** - The Middleville farmers market is undergoing an organizational transition due to the loss of farmer vendors and a growing presence of non-food craft vendors. Housed in a beautiful public pavilion, a reinvigorated Middleville farmers market could provide a healthy food amenity for the community and a local food destination for people passing through, featuring diverse healthy food options including locally grown produce and prepared items.



- 3. Erect a Food Hall in Downtown Hastings** - A food hall in downtown Hastings, located in an historic building near the farmers market in the charming town square, near the public amphitheater, other locally owned restaurants and shops, and adjacent to the bike trail that runs along the river to the food forest, offers an ideal location for such a multi-faceted enterprise.

This food hall could offer diverse, locally grown and processed products, including fresh produce, locally brewed cider and beer, value added products based on healthy food crops raised nearby, and a mix of retail and restaurants to promote the local food economy and foster a culture of health for the community.

In discussing this opportunity with Rich Pirog, Director of the Michigan State University Center for Regional Food Systems, indicated that [The Michigan Economic Development Corporation](#) (MEDC) has a value-added regional food system project portfolio. Michigan has been a significant recipient of federal grants, and a “food hall” project would be eligible. Dr. Pirog offered to connect the community to the right person at MEDC. Importantly, MEDC recently funded a food hall in Grayling, MI, which would be an excellent place to visit as Barry County considers their own potential project.

Undertaking this multi-faceted economic development initiative would build economic prosperity and advance health outcomes throughout the county, while raising its visibility and viability for further investment and development in the health, nutrition, and well-being space, attracting the County’s own residents in addition to visitors from surrounding cities.

Barry County stakeholders will have the opportunity to review and consider all potential projects listed in this document at the upcoming Food Systems Summit. This summit will allow stakeholders the opportunity to collaborate with Blue Zones experts and discuss the best path forward to promote a culture of health and healthy eating, create appealing opportunities for economic development, and support county-wide advocacy for improved food systems.

CONCLUSION

The site visit for the Barry County Food Policy Discovery process surfaced wide-ranging support for the Blue Zones effort, as well as enthusiasm for a diverse array of food systems-related initiatives and opportunities. To be sure, there are tensions among various players and organizations, as is the case in any community. But the community is open to change, works strategically across sectors, organizations, and anchor institutions to get effective work accomplished on behalf of the community. As the mayor of Hastings said, “This is a conservative community, but we are open-minded to making positive, strategic change that benefits the community.” This sentiment was echoed by the Middleville village manager, who suggested that positive, proactive cooperation was possible across a variety of projects related to food, health, and agriculture.

Local organizations are committed to and focused on healthy eating. The Barry County Health Department has identified healthy and safe food as a core strategic priority.

ACKNOWLEDGEMENTS

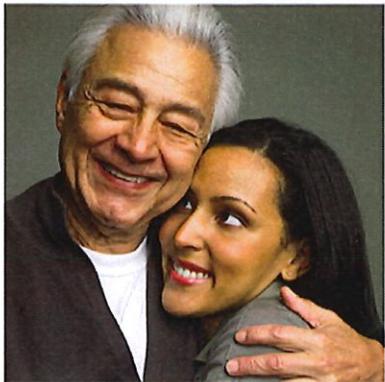
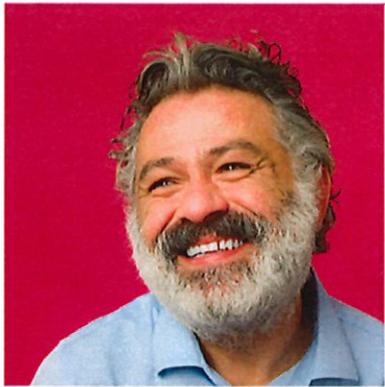
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Report prepared by:

- *Margaret Adamek, PhD, Blue Zones LLC National Food Policy Expert*
- *Nadja Berneche, MSW, MPP, Blue Zones LLC National Food Policy Researcher*
- *Rachel Adamek, Research Intern*



Age + Action

June 17–20, 2019 | Washington, DC

ncoa

National Council on Aging

Art in Action: Immersion Not Submersion

Colleen Acker and Tammy Pennington/ June 19, 2019

[#AgeAction2019](#) | [#WeAgeWell](#)



Art in Action

Immersion Not Submersion

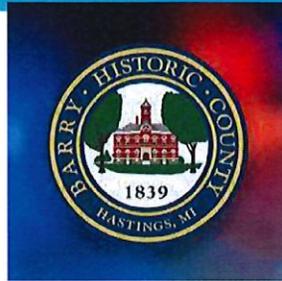
Barry County
Commission on Aging
Hastings, MI

Presented by:

Tammy Pennington,
Executive Director

Colleen Acker,
Senior Center Coordinator

Where is Barry County?



- Mainly rural, population-
Approx. 60,000
- Hastings is County Seat
- Art Friendly Community



Barry County Commission on Aging



- Meals on Wheels
- Daycare Respite Services
- Congregate Dining
- Homecare Services
- Activities and trips
- Senior Meal Choice
- Chore Services
- Support Groups
- Medical Equipment Rental
- Medicaid/Medicare Assistance Program

Where do I begin?

- Area lacked in artistic opportunities for seniors and low income
- Many enthusiasts
- No budget to work with



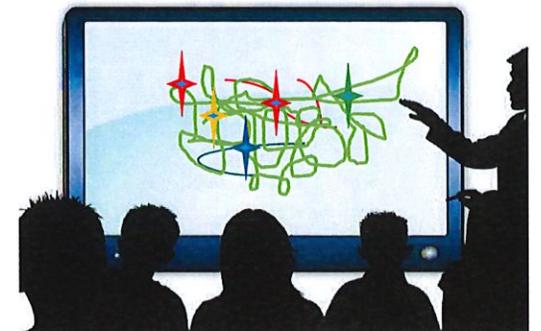
If I build it, will they come?

- Not too long, not too short
- Regular day and time
- Instructors are key
- Reimbursement for supplies
- Apply for grants
- Find advocates within the group
- Keep it simple!
- Celebrate their work

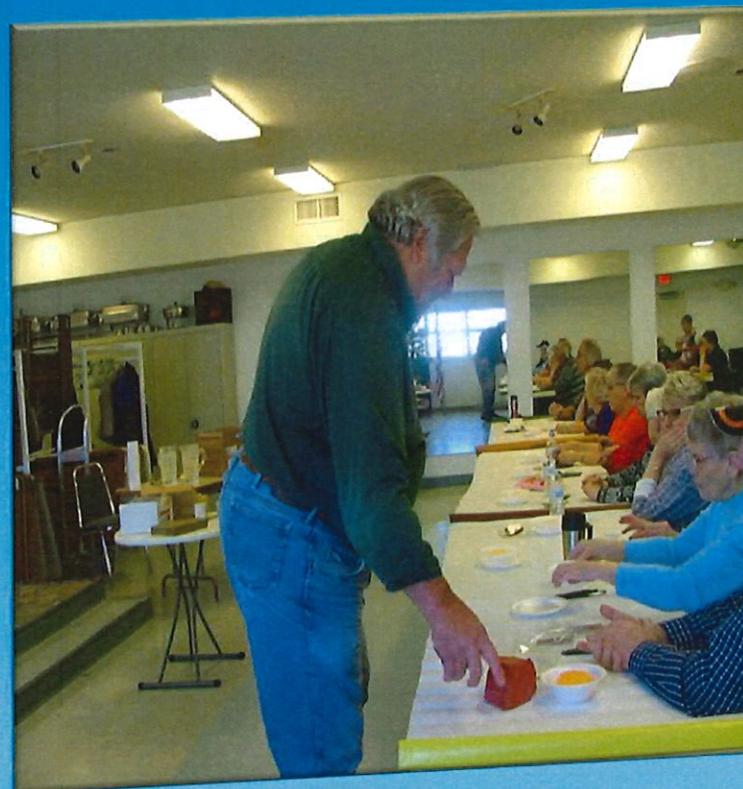


Sessions 2018 & 2019

- Ink Coasters
- Zentangle
- Pouring Technique
- Grand Rapids Art Museum
- Stained Glass Presentation
- Art History
- Gallery Night
- Red Clay
- Mixed Media
- Detroit Institute of Arts
- Portrait of Lincoln in Pennies Presentation (Art Prize)



Red Clay Project Instructor, Greg Shoff



Don't
be
afraid
to get
your
hands
dirty!



Multi-Media Project



Patti Sevensma, Instructor



Multi-Media Project



Dirty Pour Technique



Instructor, Carla Trumbull



Pour and watch

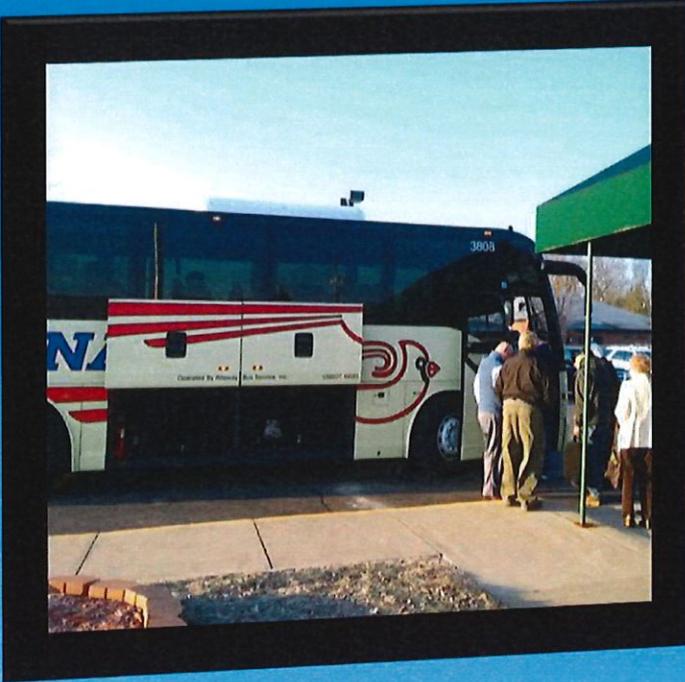


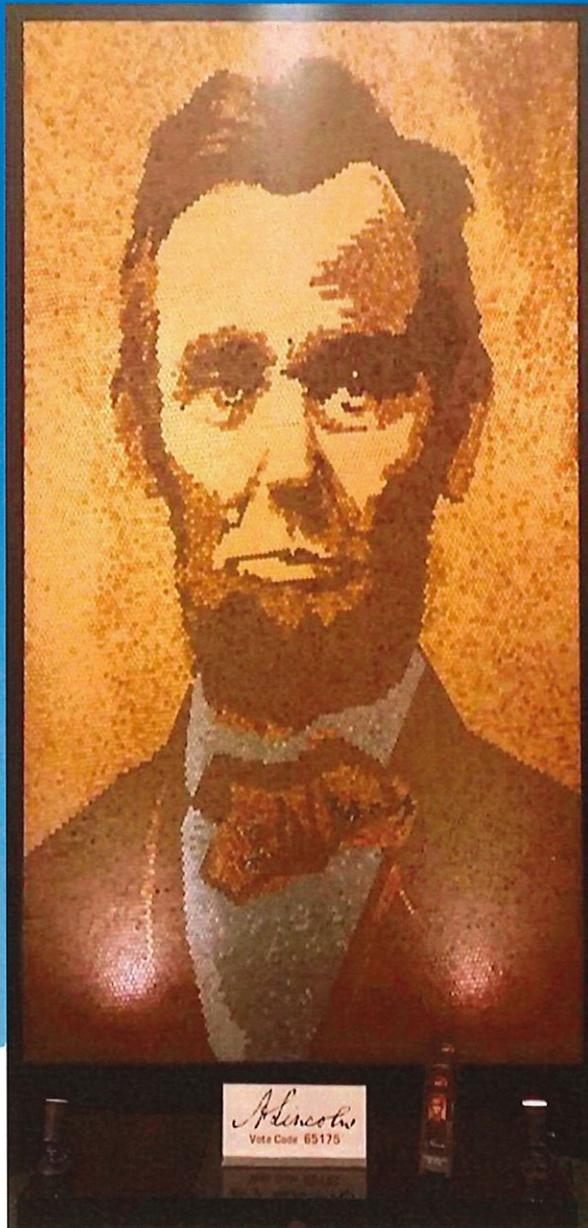
Drying in paper box tops



Field Trip to Detroit Institute of Arts

Made possible by a grant from
Barry Community Foundation





Presentation by Richard
Schlatter
Art Prize 9 Public Vote
Grand Prize Winner

The man behind the Lincoln
Penny Portrait.



Gallery Night



- Pride
- Space donated
- Snacks and drinks
- Entertainment
- Door Prize



Survey Results

- 100%** Projects were interesting enough without being too complicated.
- 75%** Program improved their knowledge of art
- 56%** Increased social confidence
- 50%** Increased artistic ability
- 44%** Increased self esteem

*0% DISAGREE category



So what is the big deal?

Issues

- **Isolation**
- **MENTAL STAGNATION**
- **Lack of Confidence**
- **LACKLUSTER LIFE**

Proven Benefits

- Encourages socialization, decreases depression and related health concerns
- Stimulates brain activity
- Happiness!

"Art washes from the soul the dust of everyday life."

-Pablo Picasso

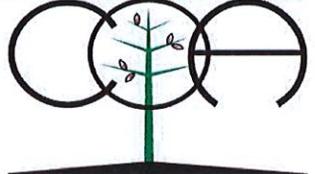


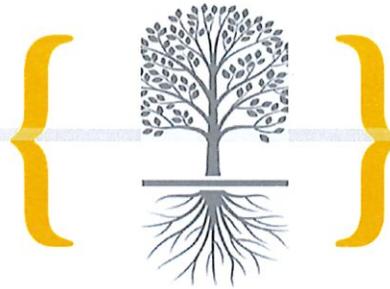
“Making art or even viewing art causes the brain to continue to reshape, adapt, and restructure, thus expanding the potential to increase brain reserve capacity.”

Today's Geriatric Medicine, Barbara Bagan, PhD, ATR-BC, Aging: What's Art Got to do With It?, www.todaysgeriaticmedicine.com

THANK YOU



Barry County

Commission
on Aging



Like what you heard? Share it!



Tweet using **#AgeAction2019** or **#WeAgeWell**



Rate the session and speakers on the mobile app



Vote in the conference poll

Document Totals by Fund

<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Net</u>
101 General Fund	51,338.18	28.85	51,309.33
215 Friend of Court	732.70	0.00	732.70
227 Animal Shelter TNR Grant	500.00	0.00	500.00
232 Animal Shelter Donation	930.00	0.00	930.00
252 Agricultural Preservation	6,000.00	0.00	6,000.00
261 Indigent Defense	5,186.27	0.00	5,186.27
264 Concealed Pistol Licensing	951.41	0.00	951.41
269 Law Library	4,953.55	0.00	4,953.55
281 Swift & Sure	2,850.00	0.00	2,850.00
282 56B Sobriety Ct.	2,850.00	0.00	2,850.00
283 Community Corrections	2,095.31	0.00	2,095.31
285 Adult Drug Ct.	1,287.45	0.00	1,287.45
595 Commissary	4,042.47	0.00	4,042.47
637 Data Processing	2,488.35	0.00	2,488.35
661 Vehicle fund	13.00	0.00	13.00
Grand Total:	86,218.69	28.85	86,189.84

BARRY COUNTY CLERKS LIST
COMMISSION MEETING OF 02/25/2020

Account	Vendor	Description	Invoice	Amount	PO Num
101-101	COMMISSIONERS				
727-000	STAPLES	Commissioners/Supplies	3438508059	63.95	
957-000	WING, HEATHER	Refreshments for Goal Setting meeting	1387	47.28	
Sub Total 101-101 COMMISSIONERS				111.23	
101-140	TRIAL COURT CRIMINAL & CIVIL				
727-000	SUN DATA SUPPLY INC.	Criminal/Civil - Toner	INV0149926	334.75	
727-000	OFFICE DEPOT	Criminal/Civil- Circuit Supplies	436185460001	51.86	
727-000	OFFICE DEPOT	Criminal/Civil- District Supplies	436875200001	137.75	
730-000	PROGRESSIVE GRAPHICS	Circuit Ct.- Judges Bus. Cards/Envelopes	48554	156.00	
730-000	PROGRESSIVE GRAPHICS	District Ct.-Envelopes/Plea	48559	1,208.00	
801-000	MODERN COURT REPORTING LLC	Criminal/Civil - Transcript	105065	526.65	
806-020	DEBRUIN, TIFFANY	Criminal/Civil - re:Theresa Czapl	1388	1,032.64	
Sub Total 101-140 TRIAL COURT CRIMINAL & CIVIL				3,447.65	
101-148	TRIAL COURT FAMILY DIV.				
727-000	PROGRESSIVE GRAPHICS	Probate/Juvenile	2006220	29.33	
806-000	PIERCE, RONALD	Probate/Juvenile- Various	20011690	468.00	
806-000	KINNEY, JAMES M ATTY	Probate/Juvenile - Various	20011679	565.50	
806-000	KINNEY, JAMES M ATTY	Probate/Juvenile - Various	2006216	1,033.50	
806-000	HOEL, KRISTEN E.	Probate/Juvenile- Various	2006213	397.15	
806-000	HOEL, KRISTEN E.	Probate/Juvenile- Various	20011678	214.50	
806-000	JONES-DWYER, CAROL	Probate/Juvenile - Various	20011680	383.50	
806-000	JONES-DWYER, CAROL	Probate/Juvenile - Various	2006217	143.00	
806-000	STORRS, STEVEN G.	Probate/Juvenile- Various	2006219	169.00	
806-000	STORRS, STEVEN G.	Probate/Juvenile - Various	20011684	702.00	
806-000	RUSSELL, KATHRYN	Probate/Juvenile- Gibbs/Varney	20011675	253.50	
806-000	RUSSELL, KATHRYN	Probate/Juvenile- Jaiden Johnson	20011688	117.00	
806-000	APPLE STREET LAW OFFICE PLC	Probate/Juvenile	20011692	1,157.00	
806-000	BAKER-STURGIS, JACKIE	Probate/Juvenile - Various	20011681	1,748.50	
807-000	LAWYER'S WEEKLY	Probate/Juvenile - Subscription	2006215	369.00	
807-000	FAMILY SUPPORT CENTER	Probate/Juvenile- Dues	2006222	50.00	
933-000	SPOTLESS AUTO - HASTINGS LLC	Probate/juvenile- Car Washes	2006218	24.00	
Sub Total 101-148 TRIAL COURT FAMILY DIV.				7,824.48	

Account	Vendor	Description	Invoice	Amount	PO Num
101-151	ADULT PROBATION				
727-000	QUILL CORPORATION	Adult Probation/Office Supplies	4202815	338.47	
727-000	QUILL CORPORATION	Adult Probation/Surge Protectors	4234208	44.98	
727-000	GROOM, JENNIFER	Adult Probation/ 1-Way Window Tint	1379	28.59	
Sub Total 101-151 ADULT PROBATION				412.04	
101-191	ELECTIONS				
730-000	ELECTION SOURCE	Clerk/March Primary Programming	19-46056	9,120.00	
Sub Total 101-191 ELECTIONS				9,120.00	
101-215	CLERK				
727-000	STAPLES	Clerk/Office Supplies	3437460135	42.17	
Sub Total 101-215 CLERK				42.17	
101-225	EQUALIZATION				
727-000	QUILL CORPORATION	Equalization/Office Supplies	4653522	545.84	
957-000	STATE OF MICHIGAN, STATE TAX COMMISSIC	Equalization/Cert. Tech.- A. Marez	1386	150.00	
957-000	OTTAWA COUNTY EQUALIZATION	Equalization/STC Educ.- K. Miller	1384	90.00	
Sub Total 101-225 EQUALIZATION				785.84	
101-229	PROSECUTOR				
807-000	FAMILY SUPPORT CENTER	Prosecutor/2020 Dues- D. Banister	1378	50.00	
Sub Total 101-229 PROSECUTOR				50.00	
101-265	BUILDING & GROUNDS				
931-000	HASTINGS ACE HARDWARE	Bldg/Grnds- Caulk for Animal Shelter	1908595	48.93	
931-000	HASTINGS ACE HARDWARE	Bldg/Grnds- Tarp	1911438	12.99	
931-000	HASTINGS ACE HARDWARE	Bldg/Grnds- Caulk/Drug Ct.	1912705	17.18	
931-000	HASTINGS ACE HARDWARE	Bldg/Grnds- Hardware/Drug ct.	1912977	6.79	
931-000	HASTINGS ACE HARDWARE	Bldg/Grnds- Credit	1878415	-28.85	
931-000	LOWES	Bldg/Grnds- Garage Remote/Spackling	913713	171.45	
931-000	MICHIGAN SUPPLY CO.	Bldg/Grnds- Plumbing Parts	408535-00	599.40	
Sub Total 101-265 BUILDING & GROUNDS				827.89	

Account	Vendor	Description	Invoice	Amount	PO Num
101-266	HEALTH DEPT BUILDING				
931-000	ANYTHING PLUMBING ANYTIME	Health Dept./Replace Toilet	6805	368.40	
Sub Total 101-266 HEALTH DEPT BUILDING				368.40	
101-299	MISCELLANEOUS				
960-000	USIC LOCATING SERVICES LLC	Locate Svcs.-Thornapple Manor/911 bldg	366994	509.50	
960-000	OHLE, NANCY	Misc./Goal Setting - 1/28-29/20	2795	2,592.08	
Sub Total 101-299 MISCELLANEOUS				3,101.58	
101-301	SHERIFF'S DEPARTMENT				
727-000	OFFICE DEPOT	Sheriff/Office Supplies	431065568001	64.72	
727-000	STAPLES	Sheriff/Office Supplies	3415652516	82.21	
727-000	STAPLES	Sheriff - Brwn Env./Copy Paper	3421342478	195.11	
727-000	STAPLES	Sheriff/6 Cases Copy Paper	3424573037	233.94	
813-000	SPARTA CLEANERS	Sheriff/Uniform Cleaning	11695	78.75	
933-000	HASTINGS AUTO SUPPLY	Sheriff/Vehicle Parts	24354	2,043.59	
Sub Total 101-301 SHERIFF'S DEPARTMENT				2,698.32	
101-334	COURT SECURITY				
957-000	CAREERTRACK	Ct. Security/Training - S. Campbell	27664912	99.00	
957-000	CAREERTRACK	Ct. Security/Training - R. Dirmeyer	27664917	99.00	
Sub Total 101-334 COURT SECURITY				198.00	
101-351	JAIL				
727-000	OFFICE DEPOT	Jail/Supplies	436775833001	94.46	
742-000	PRAIRIE FARMS DAIRY	Jail	9096034	150.53	
742-000	GORDON FOOD SERVICE, INC.	Jail/Food	200236199	2,256.24	
742-000	GORDON FOOD SERVICE, INC.	Jail	200576986	232.23	
742-000	GORDON FOOD SERVICE, INC.	Jail	200576985	2,500.22	
742-000	EDS BREADS	Jail	764269	27.90	
742-000	EDS BREADS	Jail	764797	119.94	
742-000	EDS BREADS	Jail	759957	39.62	
742-000	EDS BREADS	Jail	757929	63.40	
742-000	EDS BREADS	Jail	757142	161.74	
744-000	GALLS LLC	Jail/Name Plate	014814083	45.95	

Account	Vendor	Description	Invoice	Amount	PO Num
101-351	JAIL	(Continued)			
747-000	GORDON FOOD SERVICE, INC.	Jail/Supplies	200236200	16.68	
747-000	HASTINGS ACE HARDWARE	Jail/Kitchen Supplies	1912286	30.36	
777-000	MSI	Jail/Supplies	003764	411.00	
777-000	MSI	Jail/Supplies	004465	319.50	
777-000	CINTAS	Jail/Supplies	4041381690	281.32	
777-000	CINTAS	Jail	4042565927	244.32	
777-000	CINTAS	Jail/Supplies	4041959339	131.43	
835-000	ADVANCED RADIOLOGY	Jail/Medical - Jason Boone	ars.ph608208	398.00	
835-000	MESSENGER, ANDREW, MID MICH CORRECTI	Jail - Doc/Nurse services- Dec.	458	5,375.00	
931-000	HICKEY ELECTRIC INC.	Jail/Install 8 LED Lights in Gym	9690	1,918.95	
931-000	HASTINGS ACE HARDWARE	Jail	1904729	11.99	
931-000	HASTINGS ACE HARDWARE	Jail	1907889	48.96	
931-000	HASTINGS ACE HARDWARE	Jail	1911818	15.54	
931-000	CONTROLNET LLC	Jail/Heating repairs	14493	627.50	
931-000	ULINE, ACCTS RECEIVABLE	Jail/Supplies	116326943	2,430.64	
932-000	HOBART SALES & SERVICE INC	Jail/Dishwasher repair	GD333286	122.50	
			Sub Total 101-351 JAIL	18,075.92	
101-400	PLANNING				
727-000	STAPLES	Planning/Office Supplies	3438508058	49.29	
727-000	STAPLES	Planning/Office Supplies	3438578867	66.26	
			Sub Total 101-400 PLANNING	115.55	
101-430	ANIMAL SHELTER				
748-000	HASTINGS ACE HARDWARE	Animal Shelter/Other Supplies	131	135.57	
761-000	PENN VETERINARY SUPPLY INC	Animal Shelter/Puppy Vaccines	5430497	124.69	
816-000	NOAH'S PET CEMETERY &, PET CREMATORY	Animal Shelter/Cremations	1384	243.00	
835-000	BROADWAY VETERINARY	Animal Shelter/Euthanasia	1524	45.00	
835-000	BROADWAY VETERINARY	Animal Shelter/Medications	1517	958.75	
835-000	BROADWAY VETERINARY	Animal Shelter/Medications	1521	954.75	
835-000	BROADWAY VETERINARY	Animal Shelter/Alterations	1516	666.50	
835-000	BROADWAY VETERINARY	Animal Shelter/Alterations	1520	672.00	
835-000	BROADWAY VETERINARY	Animal Shelter/Rabies Vac.	1515	115.00	
835-000	BROADWAY VETERINARY	Animal Shelter/Rabies Vac.	1519	215.00	

Account	Vendor	Description	Invoice	Amount	PO Num
				Sub Total 101-430 ANIMAL SHELTER	4,130.26
				Total 101 GENERAL FUND	51,309.33
215-143	FRIEND OF THE COURT				
727-000	QUILL CORPORATION, FRIEND OF COURT	Friend of Court/Office Supplies	4309893	578.68	
933-000	WILDER TIRE & AUTO LLC	Friend of Court/Trans. Fluid Change	2152	88.35	
933-000	PERFORMANCE PLUS	Friend of Court- Oil Change/Wiper blades	73810	65.67	
				Sub Total 215-143 FRIEND OF THE COURT	732.70
				Total 215 FRIEND OF THE COURT FUND	732.70
227-430	ANIMAL SHELTER				
835-000	BROADWAY VETERINARY	Animal Shelter/TNR	1522	400.00	
835-000	BROADWAY VETERINARY	Animal Shelter/TNR	1518-A	100.00	
				Sub Total 227-430 ANIMAL SHELTER	500.00
				Total 227 ANIMAL SHELTER TNR GRANT 2015	500.00
232-430	ANIMAL SHELTER				
835-000	BROADWAY VETERINARY	Animal Shelter/TNR	1522	750.00	
835-000	BROADWAY VETERINARY	Animal Shelter/TNR	1518-A	180.00	
				Sub Total 232-430 ANIMAL SHELTER	930.00
				Total 232 ANIMAL SHELTER DONATION FUND	930.00
252-860	COUNTY AGRICULTURE PRESERVATION				
816-000	SHERIDAN LAND CONSULTING INC	Ag Preservation/PDR Program Admin.	323	6,000.00	
				Sub Total 252-860 COUNTY AGRICULTURE PRESERVATION	6,000.00
				Total 252 COUNTY AGRICULTURE PRESERVATION	6,000.00
261-150	PUBLIC DEFENDER				
727-000	KROUSE, ROBERTA	Public Defender/Legal Pads	1380	10.35	
727-000	MODERN COURT REPORTING LLC	Public Defender/Transcript per McNeill	105060	166.50	
727-000	MCNEILL, GORDON S.	Public Defender/Copies reimbursement	1381	4.00	
727-000	MCNEILL, GORDON S.	Public Defender/DayOne Med. Records	1382	188.37	

Account	Vendor	Description	Invoice	Amount	PO Num
261-150	PUBLIC DEFENDER	(Continued)			
727-000	MCNEILL, GORDON S.	Public Defender/Printed Materials for	1383	481.55	
816-000	SCHMIDT & SONS PHARMACY	Pub. Defender/Expert witness- Jan.	1385	1,250.00	
816-000	BAKER-STURGIS, JACKIE	Public Defender/Contract	1376	3,035.50	
957-000	KINNEY, JAMES M ATTY	Public Defender/GRBA Trng. reimburse	GRBA0002359	50.00	
Sub Total 261-150 PUBLIC DEFENDER				5,186.27	
Total 261 INDIGENT DEFENSE				5,186.27	
264-000	DEPT				
727-000	IDENTISYS INC.	Clerk/CPL Ink	474637	951.41	
Sub Total 264-000 DEPT				951.41	
Total 264 CONCEALED PISTOL LICENCEING				951.41	
269-145	LAW LIBRARY				
982-000	WEST PAYMENT CENTER	Law Library/Information Charges	841755283	397.65	
982-000	WEST PAYMENT CENTER	Law Library/Information Charges	841764913	1,814.59	
982-000	WEST PAYMENT CENTER	Law Library/Information Charges	841587167	1,814.59	
982-000	WEST PAYMENT CENTER	Law Library/Information Charges	841574957	397.65	
982-000	WEST PAYMENT CENTER	Law Library/Library Plan Charges	841678805	277.07	
982-000	ICLE	Law Library/Civil Jury Inst.	761590	138.50	
982-000	ICLE	Law Library/Real Property Law	760027	113.50	
Sub Total 269-145 LAW LIBRARY				4,953.55	
Total 269 LAW LIBRARY FUND				4,953.55	
281-140	TRIAL COURT				
985-000	REDWOOD TOXICOLOGY LAB INC.	SSSPP/12 Panel Test Cups	709518	2,850.00	
Sub Total 281-140 TRIAL COURT				2,850.00	
Total 281 SWIFT & SURE PROGRAM				2,850.00	
282-140	TRIAL COURT				
985-000	REDWOOD TOXICOLOGY LAB INC.	Sobriety Ct./12 Panel Test Cups	709505	2,850.00	

Account	Vendor	Description	Invoice	Amount	PO Num
				Sub Total 282-140 TRIAL COURT	2,850.00
				Total 282 56B SOBRIETY COURT	2,850.00
283-152	COMMUNITY CORRECTIONS				
727-000	QUILL CORPORATION	Comm. Corrections/Office Supplies	132462981	82.81	
985-000	REDWOOD TOXICOLOGY LAB INC.	Comm. Corrections/12 Panel & Fentanyl	709379	2,012.50	
				Sub Total 283-152 COMMUNITY CORRECTIONS	2,095.31
				Total 283 COMMUNITY CORRECTIONS FUND	2,095.31
285-131	TRIAL COURT CIRCUIT DIV.				
727-000	RLF PROMOTIONS INC.	Adult Drug Ct./Medallions	27979	129.95	
727-000	REDWOOD TOXICOLOGY LAB INC.	Adult Drug Ct.- Instant & Fentanyl Tests	709378	1,157.50	
				Sub Total 285-131 TRIAL COURT CIRCUIT DIV.	1,287.45
				Total 285 ADULT DRUG COURT	1,287.45
595-351	JAIL				
733-000	CONSOLIDATED TELECOM INC.	Jail/Phone Cards	1115-20	2,325.00	
733-000	BOB BARKER COMPANY, INC	Jail/Gloves	NC100152092C	1,579.20	
733-000	BOB BARKER COMPANY, INC	Jail/Misc.	WEB00065170	138.27	
				Sub Total 595-351 JAIL	4,042.47
				Total 595 COMMISSARY	4,042.47
637-258	DATA PROCESSING				
960-000	ANTENNA MEN, THE	Data Process/Central Dispatch Antenna	6421	2,488.35	
				Sub Total 637-258 DATA PROCESSING	2,488.35
				Total 637 DATA PROCESSING FUND	2,488.35
661-000	DEPT				
960-000	DENNISON, LUELLA	Vehicle fund/Plate for An. Shelter Van	1377	13.00	
				Sub Total 661-000 DEPT	13.00

<u>Account</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice</u>	<u>Amount</u>	<u>PO Num</u>
			Total 661 VEHICLE FUND	13.00	
			Grand Total	86,189.84	

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203546	2/14/2020	053490 ADVANCED RADIOLOGY	ars.ph608208		JAIL/MEDICAL - JASON BOONE	398.00
					Total :	398.00
203547	2/14/2020	053987 ANTENNA MEN, THE	6421		DATA PROCESS/CENTRAL DISPATC	2,488.35
					Total :	2,488.35
203548	2/14/2020	050544 ANYTHING PLUMBING ANYTIME	6805		HEALTH DEPT./REPLACE TOILET	368.40
					Total :	368.40
203549	2/14/2020	022651 APPLE STREET LAW OFFICE PLC	20011692		PROBATE/JUVENILE	1,157.00
					Total :	1,157.00
203550	2/14/2020	048709 BAKER-STURGIS, JACKIE	1376 20011681		PUBLIC DEFENDER/CONTRACT PROBATE/JUVENILE - VARIOUS	3,035.50 1,748.50
					Total :	4,784.00
203551	2/14/2020	005541 BOB BARKER COMPANY, INC	NC1001520920 WEB000651701		JAIL/GLOVES JAIL/MISC.	1,579.20 138.27
					Total :	1,717.47
203552	2/14/2020	005936 BROADWAY VETERINARY	1515 1516 1517 1518-A 1519 1520 1521 1522 1524		ANIMAL SHELTER/RABIES VAC. ANIMAL SHELTER/ALTERATIONS ANIMAL SHELTER/MEDICATIONS ANIMAL SHELTER/TNR ANIMAL SHELTER/RABIES VAC. ANIMAL SHELTER/ALTERATIONS ANIMAL SHELTER/MEDICATIONS ANIMAL SHELTER/TNR ANIMAL SHELTER/EUTHANASIA	115.00 666.50 958.75 280.00 215.00 672.00 954.75 1,150.00 45.00
					Total :	5,057.00
203553	2/14/2020	041228 CAREERTRACK	27664912 27664917		CT. SECURITY/TRAINING - S. CAMF CT. SECURITY/TRAINING - R. DIRM	99.00 99.00
					Total :	198.00
203554	2/14/2020	048180 CINTAS	4041381690 4041959339		JAIL/SUPPLIES JAIL/SUPPLIES	281.32 131.43

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203554	2/14/2020	048180 CINTAS	(Continued) 4042565927		JAIL	244.32
					Total :	657.07
203555	2/14/2020	048511 CONSOLIDATED TELECOM INC.	1115-20		JAIL/PHONE CARDS	2,325.00
					Total :	2,325.00
203556	2/14/2020	050568 CONTROLNET LLC	14493		JAIL/HEATING REPAIRS	627.50
					Total :	627.50
203557	2/14/2020	053278 DEBRUIN, TIFFANY	1388		CRIMINAL/CIVIL - RE:THERESA CZ/	1,032.64
					Total :	1,032.64
203558	2/14/2020	010105 DENNISON, LUELLA	1377		VEHICLE FUND/PLATE FOR AN. SH	13.00
					Total :	13.00
203559	2/14/2020	050532 EDS BREADS	757142 757929 759957 764269 764797		JAIL JAIL JAIL JAIL JAIL	161.74 63.40 39.62 27.90 119.94
					Total :	412.60
203560	2/14/2020	053981 ELECTION SOURCE	19-46056		CLERK/MARCH PRIMARY PROGRA	9,120.00
					Total :	9,120.00
203561	2/14/2020	007257 FAMILY SUPPORT CENTER	1378 2006222		PROSECUTOR/2020 DUES- D. BANI PROBATE/JUVENILE- DUES	50.00 50.00
					Total :	100.00
203562	2/14/2020	038926 GALLS LLC	014814083		JAIL/NAME PLATE	45.95
					Total :	45.95
203563	2/14/2020	014300 GORDON FOOD SERVICE, INC.	200236199 200236200 200576985 200576986		JAIL/FOOD JAIL/SUPPLIES JAIL JAIL	2,256.24 16.68 2,500.22 232.23

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203563	2/14/2020	014300	014300 GORDON FOOD SERVICE, INC.	(Continued)		Total : 5,005.37
203564	2/14/2020	053978	GROOM, JENNIFER	1379	ADULT PROBATION/ 1-WAY WINDO	28.59
					Total :	28.59
203565	2/14/2020	034865	HASTINGS ACE HARDWARE	131	ANIMAL SHELTER/OTHER SUPPLIE	135.57
			1878415		BLDG/GRNDS- CREDIT	-28.85
			1904729		JAIL	11.99
			1907889		JAIL	48.96
			1908595		BLDG/GRNDS- CAULK FOR ANIMAL	48.93
			1911438		BLDG/GRNDS- TARP	12.99
			1911818		JAIL	15.54
			1912286		JAIL/KITCHEN SUPPLIES	30.36
			1912705		BLDG/GRNDS- CAULK/DRUG CT.	17.18
			1912977		BLDG/GRNDS- HARDWARE/DRUG	6.79
					Total :	299.46
203566	2/14/2020	024748	HASTINGS AUTO SUPPLY	24354	SHERIFF/VEHICLE PARTS	2,043.59
					Total :	2,043.59
203567	2/14/2020	051272	HICKEY ELECTRIC INC.	9690	JAIL/INSTALL 8 LED LIGHTS IN GYM	1,918.95
					Total :	1,918.95
203568	2/14/2020	017250	HOBART SALES & SERVICE INC	GD333286	JAIL/DISHWASHER REPAIR	122.50
					Total :	122.50
203569	2/14/2020	041730	HOEL, KRISTEN E.	20011678	PROBATE/JUVENILE- VARIOUS	214.50
			2006213		PROBATE/JUVENILE- VARIOUS	397.15
					Total :	611.65
203570	2/14/2020	018052	ICLE	760027	LAW LIBRARY/REAL PROPERTY LA	113.50
				761590	LAW LIBRARY/CIVIL JURY INST.	138.50
					Total :	252.00
203571	2/14/2020	049772	IDENTISYS INC.	474637	CLERK/CPL INK	951.41
					Total :	951.41
203572	2/14/2020	019364	JONES-DWYER, CAROL	20011680	PROBATE/JUVENILE - VARIOUS	383.50

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203572	2/14/2020	019364 JONES-DWYER, CAROL	(Continued) 2006217		PROBATE/JUVENILE - VARIOUS	143.00
					Total :	526.50
203573	2/14/2020	020711 KINNEY, JAMES M ATTY	20011679 2006216 GRBA00023591		PROBATE/JUVENILE - VARIOUS	565.50
					PROBATE/JUVENILE - VARIOUS	1,033.50
					PUBLIC DEFENDER/GRBA TRNG. R	50.00
					Total :	1,649.00
203574	2/14/2020	053368 KROUSE, ROBERTA	1380		PUBLIC DEFENDER/LEGAL PADS	10.35
					Total :	10.35
203575	2/14/2020	053327 LAWYER'S WEEKLY	2006215		PROBATE/JUVENILE - SUBSCRIPTI	369.00
					Total :	369.00
203576	2/14/2020	039577 LOWES	913713		BLDG/GRNDS- GARAGE REMOTE/S	171.45
					Total :	171.45
203577	2/14/2020	053248 MCNEILL, GORDON S.	1381 1382 1383		PUBLIC DEFENDER/COPIES REIME	4.00
					PUBLIC DEFENDER/DAYONE MED.	188.37
					PUBLIC DEFENDER/PRINTED MATE	481.55
					Total :	673.92
203578	2/14/2020	040197 MESSENGER, ANDREW, MID MICH COR 458			JAIL - DOC/NURSE SERVICES- DEC	5,375.00
					Total :	5,375.00
203579	2/14/2020	050512 MICHIGAN SUPPLY CO.	408535-00		BLDG/GRNDS- PLUMBING PARTS	599.40
					Total :	599.40
203580	2/14/2020	053319 MODERN COURT REPORTING LLC	105060 105065		PUBLIC DEFENDER/TRANSCRIPT F	166.50
					CRIMINAL/CIVIL - TRANSCRIPT	526.65
					Total :	693.15
203581	2/14/2020	051128 MSI	003764 004465		JAIL/SUPPLIES	411.00
					JAIL/SUPPLIES	319.50
					Total :	730.50
203582	2/14/2020	049887 NOAH'S PET CEMETERY &, PET CREMA 1384			ANIMAL SHELTER/CREMATIONS	243.00

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203582	2/14/2020	049887	049887 NOAH'S PET CEMETERY &, PET CRI (Continued)			Total : 243.00
203583	2/14/2020	025966	OFFICE DEPOT	431065568001	SHERIFF/OFFICE SUPPLIES	64.72
					Total :	64.72
203584	2/14/2020	025967	OFFICE DEPOT	436185460001 436775833001 436875200001	CRIMINAL/CIVIL- CIRCUIT SUPPLIE JAIL/SUPPLIES CRIMINAL/CIVIL- DISTRICT SUPPLI	51.86 94.46 137.75
					Total :	284.07
203585	2/14/2020	052143	OHLE, NANCY	2795	MISC./GOAL SETTING - 1/28-29/20	2,592.08
					Total :	2,592.08
203586	2/14/2020	051602	OTTAWA COUNTY EQUALIZATION	1384	EQUALIZATION/STC EDUC.- K. MILI	90.00
					Total :	90.00
203587	2/14/2020	046247	PENN VETERINARY SUPPLY INC	5430497	ANIMAL SHELTER/PUPPY VACCINE	124.69
					Total :	124.69
203588	2/14/2020	001006	PERFORMANCE PLUS	73810	FRIEND OF COURT- OIL CHANGE/V	65.67
					Total :	65.67
203589	2/14/2020	052927	PIERCE, RONALD	20011690	PROBATE/JUVENILE- VARIOUS	468.00
					Total :	468.00
203590	2/14/2020	029500	PRAIRIE FARMS DAIRY	9096034	JAIL	150.53
					Total :	150.53
203591	2/14/2020	028100	PROGRESSIVE GRAPHICS	2006220 48554 48559	PROBATE/JUVENILE CIRCUIT CT.- JUDGES BUS. CARDS DISTRICT CT.-ENVELOPES/PLEA	29.33 156.00 1,208.00
					Total :	1,393.33
203592	2/14/2020	028400	QUILL CORPORATION	132462981 4202815 4234208 4653522	COMM. CORRECTIONS/OFFICE SU ADULT PROBATION/OFFICE SUPPL ADULT PROBATION/SURGE PROTE EQUALIZATION/OFFICE SUPPLIES	82.81 338.47 44.98 545.84

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203592	2/14/2020	028400	028400		QUILL CORPORATION	
					(Continued)	
						Total :
						1,012.10
203593	2/14/2020	046219			QUILL CORPORATION, FRIEND OF COUI	
					4309893	
					FRIEND OF COURT/OFFICE SUPPL	578.68
						Total :
						578.68
203594	2/14/2020	005240			REDWOOD TOXICOLOGY LAB INC.	
			709378		ADULT DRUG CT.- INSTANT & FENT	1,157.50
			709379		COMM. CORRECTIONS/12 PANEL &	2,012.50
			709505		SOBRIETY CT./12 PANEL TEST CUF	2,850.00
			709518		SSSPP/12 PANEL TEST CUPS	2,850.00
						Total :
						8,870.00
203595	2/14/2020	052386			RLF PROMOTIONS INC.	
			27979		ADULT DRUG CT./MEDALLIONS	129.95
						Total :
						129.95
203596	2/14/2020	030123			RUSSELL, KATHRYN	
			20011675		PROBATE/JUVENILE- GIBBS/VARN	253.50
			20011688		PROBATE/JUVENILE- JAIDEN JOHN	117.00
						Total :
						370.50
203597	2/14/2020	053977			SCHMIDT & SONS PHARMACY	
			1385		PUB. DEFENDER/EXPERT WITNES	1,250.00
						Total :
						1,250.00
203598	2/14/2020	053495			SHERIDAN LAND CONSULTING INC	
			323		AG PRESERVATION/PDR PROGRAM	6,000.00
						Total :
						6,000.00
203599	2/14/2020	047926			SPARTA CLEANERS	
			11695		SHERIFF/UNIFORM CLEANING	78.75
						Total :
						78.75
203600	2/14/2020	049558			SPOTLESS AUTO - HASTINGS LLC	
			2006218		PROBATE/JUVENILE- CAR WASHE	24.00
						Total :
						24.00
203601	2/14/2020	053592			STAPLES	
			3415652516		SHERIFF/OFFICE SUPPLIES	82.21
			3421342478		SHERIFF - BRWN ENV./COPY PAPE	195.11
			3424573037		SHERIFF/6 CASES COPY PAPER	233.94
			3437460135		CLERK/OFFICE SUPPLIES	42.17
			3438508058		PLANNING/OFFICE SUPPLIES	49.29
			3438508059		COMMISSIONERS/SUPPLIES	63.95
			3438578867		PLANNING/OFFICE SUPPLIES	66.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203601	2/14/2020	053592 053592 STAPLES			(Continued)	Total : 732.93
203602	2/14/2020	046562 STATE OF MICHIGAN, STATE TAX COMM 1386			EQUALIZATION/CERT. TECH.- A. M/	150.00 Total : 150.00
203603	2/14/2020	050976 STORRS, STEVEN G.	20011684 2006219		PROBATE/JUVENILE - VARIOUS PROBATE/JUVENILE- VARIOUS	702.00 169.00 Total : 871.00
203604	2/14/2020	047624 SUN DATA SUPPLY INC.	INV0149926		CRIMINAL/CIVIL - TONER	334.75 Total : 334.75
203605	2/14/2020	049536 ULINE, ACCTS RECEIVABLE	116326943		JAIL/SUPPLIES	2,430.64 Total : 2,430.64
203606	2/14/2020	053985 USIC LOCATING SERVICES LLC	366994		LOCATE SVCS.-THORNAPPLE MAN	509.50 Total : 509.50
203607	2/14/2020	036598 WEST PAYMENT CENTER	841574957 841587167 841678805 841755283 841764913		LAW LIBRARY/INFORMATION CHAF LAW LIBRARY/INFORMATION CHAF LAW LIBRARY/LIBRARY PLAN CHA/ LAW LIBRARY/INFORMATION CHAF LAW LIBRARY/INFORMATION CHAF	397.65 1,814.59 277.07 397.65 1,814.59 Total : 4,701.55
203608	2/14/2020	040022 WILDER TIRE & AUTO LLC	2152		FRIEND OF COURT/TRANS. FLUID	88.35 Total : 88.35
203609	2/14/2020	051484 WING, HEATHER	1387		REFRESHMENTS FOR GOAL SETTI	47.28 Total : 47.28
64 Vouchers for bank code : 001						Bank total : 86,189.84
64 Vouchers in this report						Total vouchers : 86,189.84

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Board of Commissioners 2/25/20

DEPARTMENT: Drain Commissioner

PREPARED BY: Jim Dull

SUBJECT: Cloverdale Lake/Wilkinson Lake/Jones Lake/Mud Lake Lake Level Establishment

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners adoption of Resolution #20-09, Resolution to Initiate Lake Level Project for Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Adoption of Resolution #20-09, Resolution to Initiate Lake Level Project for Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake.

DESCRIPTION OF ACTION:

To adopt a resolution, to authorize Drain Commissioner Jim Dull to retain professional services to file a petition in court to establish a lake level pursuant to Part 307 of NREPA (Inland Lake Levels), Public Act 451 of 1994, as amended, for Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake.

TIME FRAME OF ACTION: Immediate.

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: Please see attached a copy of Resolution #20-09 and a copy of the completed Preliminary Study of Normal Lake Level Feasibility for Cloverdale Lake, Wilkinson Lake, Jones Lake & Mud Lake.

CONTACT PERSON WITH PHONE NUMBER: Tammy Hayes 269-945-1385



Resolution

RESOLUTION TO INITIATE LAKE LEVEL PROJECT FOR CLOVERDALE LAKE, WILKINSON LAKE, JONES LAKE AND MUD LAKE

At a regular meeting of the Board of Commissioners of Barry County, Michigan, held in the Commissioner Chambers of the Barry County Courthouse, Hastings, Michigan, on February 25, 2020, at 9:00 a.m. local time:

PRESENT: Commissioners

ABSENT: Commissioners

The following resolution was offered by Commissioner _____ and supported by Commissioner:
_____.

WHEREAS, Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake are hydrologically connected inland lakes located in Hope Township, Barry County; and

WHEREAS, Part 307 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.30701 *et seq.* ("Part 307"), sets forth the procedures and requirements necessary to establish normal lake levels for inland lakes in the State of Michigan; and

WHEREAS, Section 30702(1) of Part 307 authorizes a county board, upon its own motion, to initiate action to take the necessary steps to cause to be determined the normal level of an inland lake; and

WHEREAS, on February 11, 2020 and as described in Resolution #20-06, the Barry County Board of Commissioners delegated the powers and duties under Part 307 to the county drain commissioner pursuant to Section 30702(2) of Part 307 and directed the Barry County Drain Commissioner to retain a licensed professional engineer to conduct a preliminary study before proceeding on a motion made or a petition filed to establish a normal lake level; and

WHEREAS, the Barry County Board of Commissioner has reviewed the preliminary study and desires to proceed with the establishment of the normal level of Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake; and

WHEREAS, the Barry County Board of Commissioners finds it expedient to have the whole of the cost of the project to establish and maintain the normal level(s) for the inland lakes defrayed by special assessments against privately owned parcels of land benefited by the project, political subdivisions of the state, and state-owned lands under the jurisdiction and control of the Michigan Department of Natural Resources.

NOW THEREFORE BE IT RESOLVED, that the Barry County Board of Commissioners, based on the preliminary study, finds it expedient to have and resolves to have determined and established the normal level of Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake.

BE IT FURTHER RESOLVED, the Barry County Board of Commissioners directs the Barry County Drain Commissioner to take the necessary steps to cause to be determined the normal level of the inland lakes, including retaining legal counsel to initiate a proceeding by proper petition for determination of the normal level for that inland lake and for establishing a special assessment district in the Barry County Circuit Court.

Heather Wing, Chairperson
Barry County Board of Commissioners

Pamela A. Palmer
Barry County Clerk

Adopted 2/25/20

**Cloverdale Lake, Wilkinson Lake, Jones Lake & Mud Lake
Preliminary Study of Normal Lake Level Feasibility**

Barry County Board of Commissioners



Submitted by

GEI Consultants of Michigan, P.C.
230 N. Washing Square, Suite 201
Lansing, MI 48933
T: 517.803.4600

February 12, 2020

INTRODUCTION

Part 307 of Act 451 of 1994 outlines the process to establish a normal lake level of an inland lake. Under this section, an option exists for a preliminary study to be performed by a licensed professional engineer.

This preliminary study is to include all of the following:

- The feasibility of a project to establish and maintain a normal level of the inland lake.
- The expediency of the normal level project.
- Feasible and prudent alternative methods and designs for controlling the normal level.
- The estimated costs of construction and maintenance of the normal level project.
- A method of financing initial costs.
- The necessity of a special assessment district and the tentative boundaries if a district is necessary.
- Other information that the county board resolves is necessary.

On February 11, 2020 the Barry County Board of Commissioners adopted Resolution #20-06, Resolution For Preliminary Study of Cloverdale Lake, Wilkinson Lake, Jones Lake and Mud Lake.

DESCRIPTION OF LAKES

Cloverdale Lake, Wilkinson Lake, Jones Lake, and Mud Lake (“Cloverdale Chain of Lakes”) are a series of inland lakes in Hope Township, Barry County, Michigan. These four lakes are essentially one waterbody, though connection between the lakes is limited to small channels through shallow areas with an abundance of aquatic vegetation. The Cloverdale Chain of Lakes lie just west of State Highway M-43 and are bounded on the north and south end by Guernsey Lake Road and Stevens Road, respectively. United States Geological Survey (USGS) data shows the Cloverdale Chain of Lakes boundaries covering an open water surface area of approximately 360 acres and being located at the upstream end of the Thornapple River Watershed.

PART 307 PRELIMINARY STUDY

The Feasibility of a Project to Establish and Maintain a Normal Level of the Inland Lake

A project to establish and maintain a normal level on the Cloverdale Chain of Lakes is feasible. In fact, a Barry County Drain Commissioner project is currently in process to provide water level control on the Cloverdale Chain of Lakes. This project consists of improvements to the Cloverdale Drain, the existing surface water outlet to the Cloverdale Chain of Lakes. The proposed improvements include increasing the capacity of this outlet drain and installing a water level control

structure on the north end of Cloverdale Lake. This project is currently in the public notice phase for obtaining a permit from The Department of Environment, Great Lakes, and Energy (EGLE).

The Expediency of the Normal Level Project

It is anticipated that the lake level project can be completed during the 2020 calendar year. Two distinct parts exist within the process to complete a level project:

- **Lake Level Establishment** – This is the administrative portion of the process and consists of completing a lake level study and the legally establishing a lake level by means of a circuit court hearing. Much of the data collection and engineering analysis necessary for the lake level study has been completed as part of the on-going and aforementioned Barry County Drain Commissioner’s project. Therefore, it is expected that this lake level study would be complete by mid-summer 2020 and a circuit court hearing could be held at this time. This could theoretically allow for the lake level to be established through this process by the last quarter of 2020. However, this step in the process could be delayed by disputes in circuit court.
- **Lake Level Operation/Achievement** – This is the capital construction portion of the lake level project. As stated previously, this normal lake level establishment process for the Cloverdale Chain of Lakes is occurring simultaneously with the Cloverdale Drain project. Construction of the drain improvements are scheduled to begin in April 2020, although this is contingent upon receipt of an EGLE permit. If a legal lake level is established for the Cloverdale Chain of Lakes, it could be achieved by simply using the water level control structure built as part of the Cloverdale Drain project. In other words, there will likely be no capital construction costs required to complete the legal lake level process on the Cloverdale Chain of Lakes. Based on the current schedule of the Cloverdale Drain project, it is expected the water level control structure would be in place before the lake level establishment process has been complete. As soon as lake level establishment occurs, it could be achieved by adjusting the elevation control in the water level structure.

Feasible and Prudent Alternative Methods and Designs for Controlling the Normal Level

Design alternatives were developed and analyzed during the preliminary design phase of the aforementioned mentioned Cloverdale Drain Project. It was determined that increasing the capacity of the existing drain and installing a water level control structure on Cloverdale Lake was the most prudent and feasible alternative for controlling the normal level.

The Estimated Costs of Construction and Maintenance of the Normal Level Project

The Cloverdale Drain Drainage District will own, construct, and maintain the proposed water level control structure. The normal lake level project will likely require no funding for capital construction. The preliminary estimate of costs associated with the normal lake level project are shown in the table below.

Table 1-Preliminary Estimate of Costs

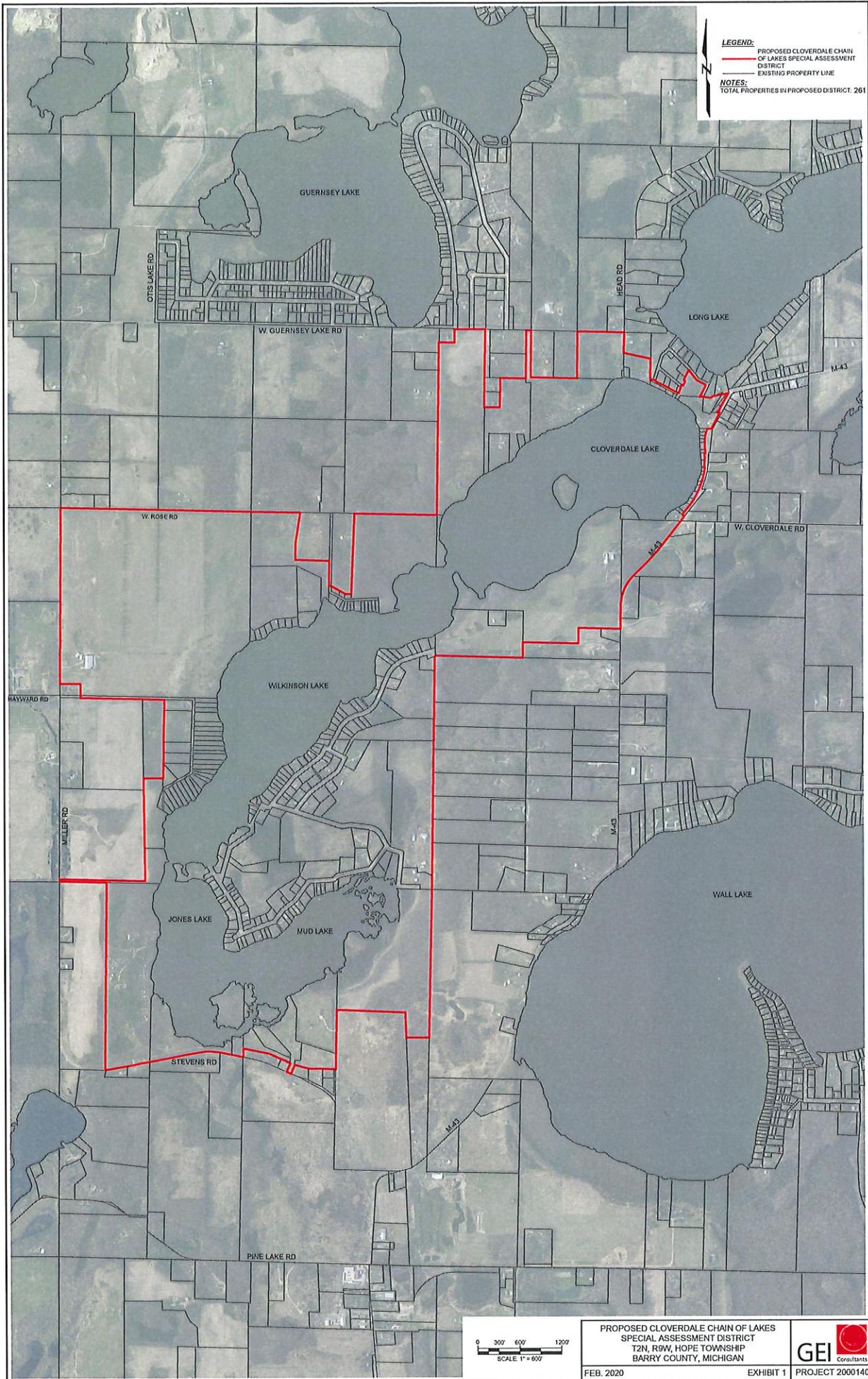
Preliminary Study	\$ 3,000
Surveys	\$ 2,000
Establishing Special Assessment District	\$ 2,000
Acquiring Land & Other Property	\$ -
Construction, Operating, Repairs, & Maintenance	\$ -
Legal Fees	\$ 20,000
Court Costs	\$ 1,000
Interest on Bonds and other financing cost for first year	\$ -
Contingency (5%)	\$ 1,400
Total	\$ 29,400
Number of Property Owners in Tentative Special Assessment District	261
Estimated Average Cost Per Property	\$ 113

A Method of Financing Initial Costs

Initial costs for the process herein described will be funded through the Barry County General Fund.

The Necessity of a Special Assessment District and the Tentative Boundaries if a District is Necessary

A Special Assessment District is necessary for the establishment and maintenance of a normal lake level on the Cloverdale Chain of Lakes. The tentative boundary of the proposed Special Assessment District is shown in Exhibit 1.



LEGEND:
 — PROPOSED CLOVERDALE CHAIN OF LAKES SPECIAL ASSESSMENT DISTRICT
 — EXISTING PROPERTY LINE

NOTES:
 TOTAL PROPERTIES IN PROPOSED DISTRICT: 261

PROPOSED CLOVERDALE CHAIN OF LAKES
 SPECIAL ASSESSMENT DISTRICT
 T2M, R6W, HOPE TOWNSHIP
 BARRY COUNTY, MICHIGAN

FEB. 2020 EXHIBIT 1 PROJECT 2000140



AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Board of Commissioners, 2/25/20

DEPARTMENT: Drain Commissioner

PREPARED BY: Jim Dull

SUBJECT: Long Lake Lake Level Establishment

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners adoption of Resolution #20-10, Resolution to Initiate Lake Level Project for Long Lake.

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

Adoption of Resolution #20-10, Resolution to Initiate Lake Level Project for Long Lake.

DESCRIPTION OF ACTION:

To adopt a resolution, to authorize Drain Commissioner Jim Dull to retain professional services to file a petition in court to establish a lake level pursuant to Part 307 of NREPA (Inland Lake Levels), Public Act 451 of 1994, as amended, for Long Lake.

TIME FRAME OF ACTION: Immediate.

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: Please see attached a copy of Resolution #20-10 and a copy of the Preliminary Study of Normal Lake Level Feasibility for Long Lake.

CONTACT PERSON WITH PHONE NUMBER: Tammy Hayes 269-945-1385



Resolution

RESOLUTION TO INITIATE LAKE LEVEL PROJECT FOR LONG LAKE

At a regular meeting of the Board of Commissioners of Barry County, Michigan, held in the Commissioner Chambers of the Barry County Courthouse, Hastings, Michigan, on February 25, 2020, at 9:00 a.m. local time:

PRESENT: Commissioners

ABSENT: Commissioners

The following resolution was offered by Commissioner _____ and supported by Commissioner:
_____.

WHEREAS, Long Lake is an inland lake located in Hope Township, Barry County; and

WHEREAS, Part 307 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.30701 et seq. ("Part 307"), sets forth the procedures and requirements necessary to establish normal lake levels for inland lakes in the State of Michigan; and

WHEREAS, Section 30702(1) of Part 307 authorizes a county board, upon its own motion, to initiate action to take the necessary steps to cause to be determined the normal level of an inland lake; and

WHEREAS, on February 11, 2020 and as described in Resolution #20-07, the Barry County Board of Commissioners delegated the powers and duties under Part 307 to the county drain commissioner pursuant to Section 30702(2) of Part 307 and directed the Barry County Drain Commissioner to retain a licensed professional engineer to conduct a preliminary study before proceeding on a motion made or a petition filed to establish a normal lake level; and

WHEREAS, the Barry County Board of Commissioner has reviewed the preliminary study and desires to proceed with the establishment of the normal level of Long Lake; and

WHEREAS, the Barry County Board of Commissioners finds it expedient to have the whole of the cost of the project to establish and maintain the normal level(s) for the inland lakes defrayed by special assessments against privately owned parcels of land benefited by the project, political subdivisions of the state, and state-owned lands under the jurisdiction and control of the Michigan Department of Natural Resources.

NOW THEREFORE BE IT RESOLVED, that the Barry County Board of Commissioners, based on the preliminary study, finds it expedient to have and resolves to have determined and established the normal level of Long Lake.

BE IT FURTHER RESOLVED, the Barry County Board of Commissioners directs the Barry County Drain Commissioner to take the necessary steps to cause to be determined the normal level of the inland lake, including retaining legal counsel to initiate a proceeding by proper petition for determination of the normal level for that inland lake and for establishing a special assessment district in the Barry County Circuit Court.

Heather Wing, Chairperson
Barry County Board of Commissioners

Pamela A. Palmer
Barry County Clerk

Adopted 2/25/20

Long Lake

Preliminary Study of Normal Lake Level Feasibility

Barry County Board of Commissioners



Submitted by

GEI Consultants of Michigan, P.C.

230 N. Washing Square, Suite 201

Lansing, MI 48933

T: 517.803.4600

February 12, 2020

INTRODUCTION

Part 307 of Act 451 of 1994 outlines the process to establish a normal lake level of an inland lake. Under this section, an option exists for a preliminary study to be performed by a licensed professional engineer. This preliminary study is to include all of the following:

- The feasibility of a project to establish and maintain a normal level of the inland lake.
- The expediency of the normal level project.
- Feasible and prudent alternative methods and designs for controlling the normal level.
- The estimated costs of construction and maintenance of the normal level project.
- A method of financing initial costs.
- The necessity of a special assessment district and the tentative boundaries if a district is necessary.
- Other information that the county board resolves is necessary.

On February 11, 2020 the Barry County Board of Commissioners adopted Resolution #20-07, Resolution For Preliminary Study of Long Lake.

DESCRIPTION OF LAKE

Long Lake is inland lake in Hope Township, Barry County, Michigan. The lake strikes northeast to southwest and lies just west of State Highway M-43. It is bounded on the northeast and southwest end by M-43 and Guernsey Lake Road, respectively. United States Geological Survey (USGS) data shows Long Lake covering an open water surface area of approximately 260 acres and being located near the upstream end of the Thornapple River Watershed. The lake lies downstream of Cloverdale Lake and upstream Schultz Lake and the West Branch of the Fall Creek.

PART 307 PRELIMINARY STUDY

The Feasibility of a Project to Establish and Maintain a Normal Level of the Inland Lake

A project to establish and maintain a normal level on Long Lake is feasible. In fact, a Barry County Drain Commissioner project is currently in process to provide water level control on the lake. The project consists of improvements to the existing Cloverdale Drain and extension of the drain to include the first two road crossings downstream of Long Lake. Reconfiguration of one of these crossing and the construction of a water level control structure for Long Lake is also proposed. This project is currently in the public notice phase for obtaining a permit from The Department of Environment, Great Lakes, and Energy (EGLE).

The Expediency of the Normal Level Project

It is anticipated that the lake level project can be completed during the 2020 calendar year. Two distinct parts exist within the process to complete a level project:

- **Lake Level Establishment** – This is the administrative portion of the process and consists of completing a lake level study and the legally establishing a lake level by means of a circuit court hearing. Much of the data collection and engineering analysis necessary for the lake level study has been completed as part of the on-going and aforementioned Barry County Drain Commissioner’s project. Therefore, it is expected that this lake level study would be complete by mid-summer 2020 and a circuit court hearing could be held at this time. This could theoretically allow for the lake level to be established through this process by the last quarter of 2020. However, this step in the process could be delayed by disputes in circuit court.
- **Lake Level Operation/Achievement** – This is the capital construction portion of the lake level project. As stated previously, this normal lake level establishment process for Long Lake is occurring simultaneously with the Cloverdale Drain project. Construction of the drain improvements are scheduled to begin in April 2020, although this is contingent upon receipt of an EGLE permit. If a legal lake level is established for Long Lake, it could be achieved by simply using the water level control structure built as part of the Cloverdale Drain project. In other words, there will likely be no capital construction costs required to complete the legal lake level process on Long Lake. Based on the current schedule of the Cloverdale Drain project, it is expected the water level control structure on Long Lake would be in place before the lake level establishment process has been complete. As soon as lake level establishment occurs, it could be achieved by adjusting the elevation control in the water level structure.

Feasible and Prudent Alternative Methods and Designs for Controlling the Normal Level

Design alternatives for the Long Lake water level control structure and outlet channel were developed and analyzed during the preliminary design phase of the aforementioned mentioned Cloverdale Drain Project. It was determined that replacing the private road crossing at the north end of the lake and installing a water level control structure at this private road crossing was the most prudent and feasible alternative for controlling the normal level.

The Estimated Costs of Construction and Maintenance of the Normal Level Project

The Cloverdale Drain Drainage District will own, construct, and maintain the proposed water level control structure. The normal lake level project will likely require no funding for capital construction.

The preliminary estimate of costs associated with the normal lake level project are shown in the table below.

Table 1- Preliminary Estimate of Costs

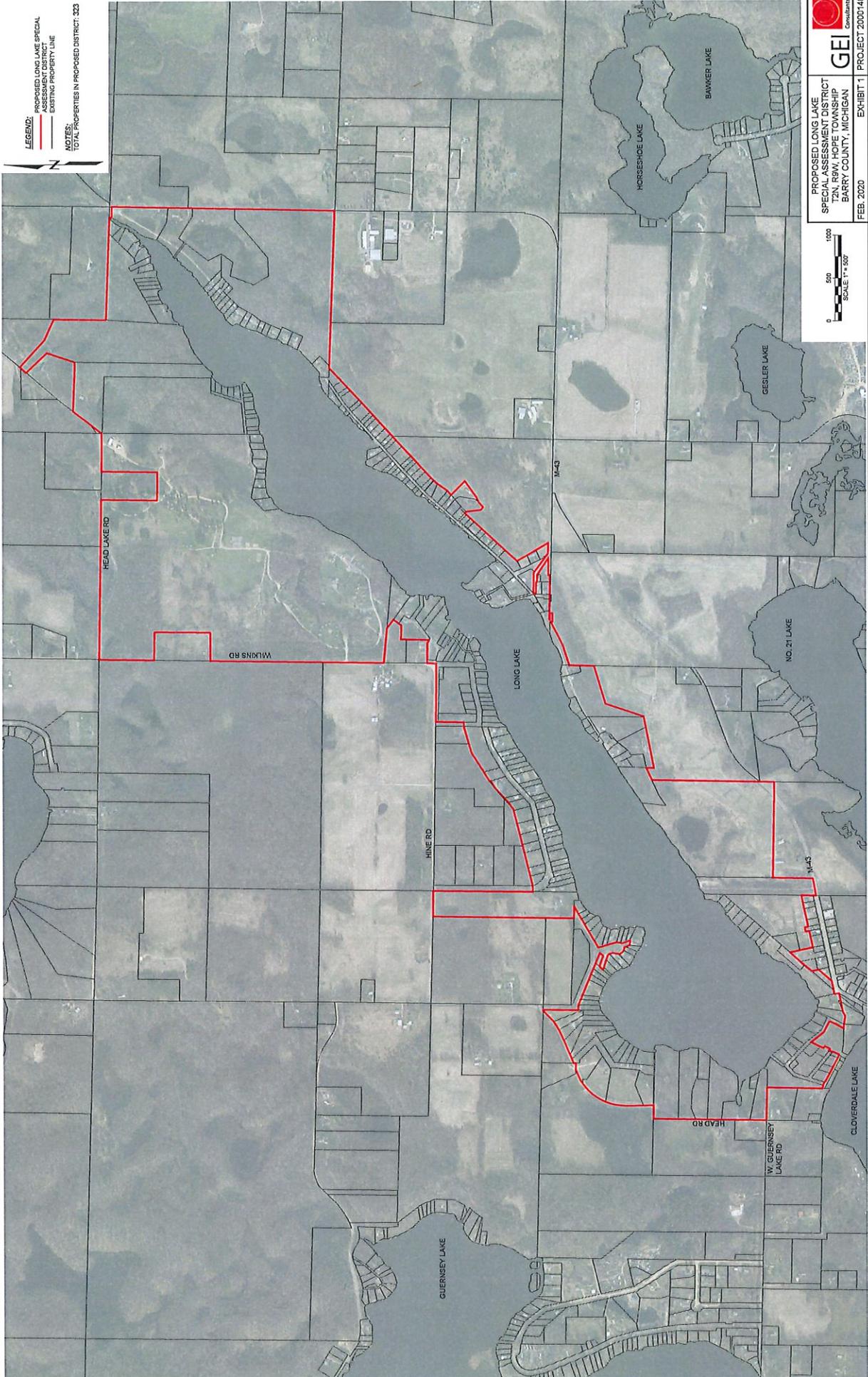
Preliminary Study	\$ 3,000
Surveys	\$ 2,000
Establishing Special Assessment District	\$ 2,000
Acquiring Land & Other Property	\$ -
Construction, Operating, Repairs, & Maintenance	\$ -
Legal Fees	\$ 20,000
Court Costs	\$ 1,000
Interest on Bonds and other financing cost for first year	\$ -
Contingency (5%)	\$ 1,400
Total	\$ 29,400
Number of Property Owners in Tentative Special Assessment District	323
Estimated Average Cost Per Property	\$ 91

A Method of Financing Initial Costs

Initial costs for the process herein described will be funded through the Barry County General Fund.

The Necessity of a Special Assessment District and the Tentative Boundaries if a District is Necessary

A Special Assessment District is necessary for the establishment and maintenance of a normal lake level on Long Lake. The tentative boundary of the proposed Special Assessment District is shown in Exhibit 1.



LEGEND:
 PROPOSED LONG LAKE SPECIAL ASSESSMENT DISTRICT
 EXISTING PROPERTY LINE

NOTES:
 TOTAL PROPERTIES IN PROPOSED DISTRICT: 223

PROPOSED LONG LAKE SPECIAL ASSESSMENT DISTRICT
 T2N, R9W, HOPE TOWNSHIP
 BARRY COUNTY, MICHIGAN
 FEB. 2020 EXHIBIT 1 PROJECT 2000140

0 500 1000
 SCALE 1" = 500'

GELI
 CONSULTANTS

MapInfo 11. Vector, Color, Data, Commercial/2020/Cherrydale Drain/District_Sheet_24022020/20 Social Assessment Districts.dwg - 2/17/2020

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC/Feb. 25, 2020

DEPARTMENT: County Administration

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Amendment to Participation Agreement for MERS 457 Deferred Compensation Plan

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the attached MERS 457 Participation Agreement Amendment to permit Roth Deferral Contributions.

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

Approval of the attached MERS 457 Participation Agreement Amendment to permit Roth Deferral Contributions.

DESCRIPTION OF ACTION:

Barry County currently makes available to employees an IRS Code Section 457, deferred compensation plan. A 457 plan is a type of non-qualified tax advantaged deferred-compensation plan that is available for governmental employers whereby the employer provides the plan and the employee, on a voluntary basis, chooses if he/she wants to defer compensation into it on a pre-tax basis. Currently Barry County offers a 457 plan through MERS and a 457 plan through Comprehensive Financial Services, East Lansing MI.

The 457 plan with MERS was added effective May 1, 2012. The original participation agreement did not permit Roth Deferral Contributions. This amendment is requested in response to recent interest expressed by some employees to have the option to make post tax contributions via payroll deduction. Additional information regarding Pre-Tax and Roth contributions for the MERS 457 plan is attached.

TIME FRAME OF ACTION: Effective March 1, 2020

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New, amendment.

ANY OTHER PERTINENT INFORMATION: Please see attached MERS 457 Participation Agreement Amendment and information regarding Supplemental Savings Options.

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

MERS 457 Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS 457 Program provided by the Municipal Employees' Retirement System of Michigan, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name: Barry County
(Name of municipality or court)

Municipality Number: 0802 **Division Number (if amendment):** 400141

II. Effective Date: The MERS 457(b) Program will be effective as follows (choose one):

Original Adoption. The MERS 457(b) Program will be effective _____,
(Month and year)

with respect to contributions upon approval by the Program Administrator.

To establish a new plan or replace current 457 carrier with the MERS 457 Program.

To add the MERS 457 Program in addition to: _____
(Other plan provider)

VERY IMPORTANT: All eligible programs of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible 457 (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single program, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple programs, the Participating Employer must carefully review the Master Plan Document provisions.

Amendment and Restatement. The amended and restated MERS 457(b) Program will be effective March 1, 2020, with respect to contributions upon approval by the Program Administrator. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

III. Eligible Employees: Only Employees as defined in the Program may be covered by the Participation Agreement. Subject to other conditions in the Program, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Program:

IV. Contributions will be submitted (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- | | |
|---|--|
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Semi-Monthly (twice each month) |
| <input type="checkbox"/> Bi-Weekly (every other week) | <input type="checkbox"/> Monthly |

MERS 457 Participation Agreement



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Compensation

Employers may designate the definition of compensation per division participating in MERS 457(b) Supplemental Retirement Program Plan Document (check one):

- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals
- Medicare taxable wages reported in Box 5 of Form W-2
- Base wages, to which any of the following may be included:
 - Longevity pay
 - Overtime pay
 - Shift differentials
 - Pay for periods of absence from work by reason of vacation, holiday, and sickness
 - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
 - A member's pre-tax contributions to a plan established under Section 125 of the IRC
 - Transcript fees paid to a court reporter
 - A taxable car allowance
 - Short term or long term disability payments
 - Payments for achievement of established annual (or similar period) performance goals
 - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
 - Lump sum payments attributable to the member's personal service rendered during the FAC period
 - Other: _____
 - Other 2: _____

NOTE: For purposes of applying the Internal Revenue Code Section 415(c) limits on annual additions, compensation shall be defined as required under that law.

V. **Roth Deferral Contributions:** shall be permitted shall not be permitted

If **Roth Deferral Contributions** are elected, the Program will allow Roth rollover contributions from other designated Roth 457(b), 401(k), or 403(b) Plans. Roth in-plan rollovers will also be allowed. Roth in-plan rollovers allow a participant who has reached 70½ or who has incurred a severance from employment to elect to have all or a portion of his or her pre-tax contribution account directly rolled into a designated Roth rollover account under the plan if the amount would otherwise be permitted to be distributed as an eligible rollover distribution. Any amounts that are rolled to the Roth rollover account are considered to be irrevocable and may not be rolled back to the pre-tax account.

MERS 457 Participation Agreement

VI. Loans: shall be permitted shall not be permitted

If Loans are elected, please complete and attach the *MERS 457 Loan Addendum*.

VII. Automatic Enrollment: shall be permitted shall not be permitted

If selected, please complete and attach the *MERS 457 Eligible Automatic Contribution Arrangement (EACA) Addendum*.

VIII. Employer Contributions: shall be permitted shall not be permitted

If selected, please complete and attach the *MERS 457 Employer Contribution Addendum*.

IX. Modification of the Terms of the Participation Agreement

If the employer desires to amend any of its elections contained in the Participation Agreement, including attachments/addendums, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Participation Agreement. The amendment of the new agreement is not effective until approved by MERS.

X. Enforcement

1. This Participation Agreement, including attachments/addendums may be terminated only in accordance with the Master Plan Document
2. The Employer hereby agrees to the provisions of the *MERS 457 Supplemental Retirement Program and Trust Master Plan Document*.
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

XI. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Participation Agreement is hereby approved by Barry County Board of Commissioners
on the 25th day of February, 2020.
(Name of Approving Employer)

Authorized signature: _____

Title: Chairperson, Barry County Board of Commissioners

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

Supplemental Savings Options (2020)



Feature	MERS 457 Program		MERS IRA	
	Pre-Tax	Roth	Traditional	Roth
Enrollment Eligibility	Employer must adopt for employee to be eligible	Same as Pre-Tax 457	Current and former employees of any employer that offers a MERS retirement program and their spouses	Same as Traditional IRA
Contributions				
Maximum Contribution (2020)	\$19,500/year Age 50 Catch-Up: \$6,500 (\$26,000 total) Pre-Retirement Catch-Up: 2x normal limit (\$39,000 total)	Same as Pre-Tax 457	\$6,000/year Age 50 Catch-Up: \$1,000 (\$7,000 total)	Same as Traditional IRA
Do Contributions Reduce Taxable Income?	Yes	No	Yes – modified adjusted gross income (MAGI) can't exceed: If you ARE covered by another retirement plan at work: Up to \$104,000 (married), or \$65,000 (single). If you are NOT covered by a retirement plan at work: Up to \$196,000 (married, spouse IS covered at work), or no limit (single or married but spouse is NOT covered at work). See IRS Publication 590-A for details and exceptions.	No
Contribution Eligibility	No limitations	Same as Pre-Tax 457	Must be less than age 70½	Modified adjusted gross income (MAGI) can't exceed: \$196,000 (married - filing jointly); \$124,000 (single). See IRS Publication 590-A for details and exceptions.
Withdrawals				
When can I withdraw money?	Upon separation from service with your employer, regardless of your age	Upon separation from service with your employer (penalties may apply - see below)	Withdrawals can be taken at any time (penalties may apply - see below)	Same as Traditional IRA
Taxation of Withdrawals	Withdrawals are subject to federal and state income taxes.	Qualified withdrawals ¹ are tax-free. Non-qualified withdrawals are subject to income tax on the <i>earnings</i> portion of the withdrawal.	Withdrawals are subject to federal and state income taxes	<i>Contributions</i> can be withdrawn tax-free at any time. <i>Earnings</i> may be withdrawn tax-free, so long as they are a qualified withdrawal ² .
10% Early Withdrawal Penalty (before age 59½)	There is no penalty on withdrawal of contributions and earnings. However, a penalty may apply if you withdraw assets rolled in from another type of account.	Same as Pre-Tax 457	Early withdrawal penalty applies. Exceptions are qualified expenses: 1) Education expenses for you/spouse/child/grandchild; 2) Buying or building your first home (up to \$10,000); 3) Some medical expenses	<i>Contributions</i> can be withdrawn at any time without penalty. Early withdrawal penalty may apply to <i>earnings</i> and assets rolled in from another type of account. No penalty on qualified expenses: 1) Education for you/spouse/child/grandchild; 2) First home (up to \$10,000); 3) Some medical
Required Minimum Distributions	After age 72 (or 70½ if you reached age 70½ by 12/31/2019) or separation from employer, whichever is later	Same as Pre-Tax 457	After age 72 (or 70½ if you reached age 70½ by 12/31/2019)	None

¹ Qualified withdrawal for Roth 457: Account held for at least 5 years; recipient is at least age 59½; terminated from service (or deceased/disabled).

² Qualified withdrawal for Roth IRA: Account held for at least 5 years; recipient is at least age 59½.