

Please be advised that the Barry County Board of Commissioners has scheduled a Committee of the Whole meeting on April 6, 2021 at 9:00 a.m. for the purpose of:

AGENDA for
Barry County Board of Commissioners - Committee of the Whole
April 6, 2021; 9:00 a.m.;
Leason Sharpe Hall, Barry Community Enrichment Center,
231 S. Broadway, Hastings, MI 49058
For more information go to: www.barrycounty.org

- 9:00 Pledge of Allegiance
Public Comment
- 9:05 Jim McManus – Map Change Request
- 9:10 Tim Vandermark – Resolution to Adopt 2021 Equalization Values
- 9:15 Janine Dalman – Spectrum Pennock Request to Use County Property for Community Garden
- 9:25 Tim Neeb – Parking Lot RFP
- 9:40 Michael Brown -
1. Extension of Contract for Airport Management Services
 2. Re-authorization of Funds (from 2020 to 2021) for Jail Access Control System
 3. Vehicle Replacement – Insurance Settlement and Vehicle Purchase
 4. Department Head & Non-Represented Employees Wages & Benefits
- Public Comment
- Adjournment

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

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

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

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW/April 6th, 2021
DEPARTMENT: Planning
PREPARED BY: James McManus, AICP
Director, Planning & Zoning
SUBJECT: Map Change A-1-2021

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of Map Change A-1-2021 from Conservation Reserve (CR) to Rural Residential (RR) in Section 30 of Irving Township.

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

DESCRIPTION OF ACTION:

On March 22nd, 2021, The Barry County Planning Commission reviewed the request and recommended by a 4-3 vote 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: See attached minutes from the 3/22/21 Planning Commission meeting and a copy of the Virtual Meeting Notice with a map (enlarged map on the last page).

CONTACT PERSON WITH PHONE NUMBER:

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

**Barry County Planning Commission
Meeting Minutes
March 22, 2021**

The meeting was called to order at 7:00 p.m. by Chairperson Clyde Morgan via a Zoom format. The Planning Commission members participating in the meeting included: Morgan, Vivian Conner, John LaForge, Jack Miner, Jack Nadwornik, Joyce Snow, and Robert Vanderboegh. Those also participating included: Jon Raymond, John Lieb II, Barry County Planning Director James McManus, and other interested people.

Morgan asked if the agenda had any corrections or additions. McManus said the agenda needed to be amended to add the extension of Joyce Snow to the Parks & Recreation Commission until August.

Motion by Nadwornik to approve the agenda as amended. Support by Conner. All ayes - motion carried.

The Minutes of February 08, 2021 were reviewed by the Planning Commission. On Page 3, Morgan asked to add the word "vehicles" after the word fire. Motion by LaForge to approve the Minutes as corrected. Support by Miner. All ayes - motion carried.

The Minutes of February 22, 2021 were reviewed by the Planning Commission. Motion by Nadwornik to approve the Minutes as written. Support by Miner. All ayes - motion carried.

BUSINESS

Morgan explained the procedures of a public hearing.

Rezoning

Case No. A-1-2021

**Jon Raymond
Kay-D Development**

Morgan recessed the Planning Commission, opened the public hearing, and asked Raymond to present his appeal.

Raymond said he would like to rezone the property from CR to RR so that he can build a private road to serve (7) parcels. He thought his proposed sites met the RR requirements.

McManus agreed but noted the request was to rezone property from Conservation Reserve (CR) to Rural Residential (RR), and he noted only the rezoning was up for review.

Morgan asked if anyone wished to comment on the request.

Wayne Conard, who lives across the road from the site, said he was opposed to the rezoning. He was concerned about increasing taxes and changes to wildlife and deer movement. He noted he likes to target-shoot and questioned if that would be affected. He asked if the area of rezoning could be lessened.

Brian Pappas was opposed to the request. He said the property is in a conservation program. He questioned if the new houses would affect hunting.

Sara Syswerda, who lives in the area, said she was opposed to the request. She noted the water from that property drains through her property. She said there are significant wetlands on the property that contain rare and protected species.

McManus read a letter from Steve and Michelle Pappas in opposition to the request.

Morgan asked if the Planning Commission members had any questions.

Conner noted there was lots of undeveloped land in the area for wildlife. She noted the 450 ft setback for shooting is for hunting, not target practice.

Conner asked if the property is in conservation. Raymond said it was incorrectly listed by the realtors. Raymond said he will not be touching the wetland.

Snow noted the Master Plan promotes the retention of environmental and natural areas. She noted he could add housing in other areas. Raymond noted the property is wooded and wetland, and he noted the wetland will not be touched. He said there is no farm ground on the property.

McManus noted the property was zoned Conservation Reserve because the county was aware the owners were looking to preserve their property with a conservancy. He noted this parcel was not included in the conservation easement, and the owner allocated (7) divisions to Raymond out of their total of 17. He noted the CR zoning has a minimum of 20-acre parcels, while the RR zoning has a one-acre minimum.

LaForge summarized the request as a map correction to a county-initiated zoning classification.

Conner asked about the splits. McManus noted the property in question was an approved land division that transferred (7) split rights.

McManus commented that the request will be forwarded to the Board of Commissioners no matter what the Planning Commission recommends.

Motion by LaForge to recommend approval of Case No. A-1-2021 to the Board of Commissioners. Support by Miner.

Roll call vote taken: Conner, LaForge, Miner, Nadwornik-aye - Morgan, Snow, Vanderboegh-nay - motion carried.

Special Use

Case No. SP-3-2021

John Clarence Lieb II (Property Owner)

Morgan recessed the Planning Commission, opened the public hearing, and asked Lieb to present his appeal.

Lieb said he wanted to repair vehicles, but he would not be open to the public. He said he still has a full-time job but he wants to transition to working at home. He understood that the property was overrun, but he said his father passed away in November, and he had to care for him. He said he knows how to handle fluids, and he wants to provide for his family.

Morgan asked if anyone wished to comment on the request.

Tom Beuchler, a neighbor, had a number of documents sent to the Planning Commission. He noted a complaint about the property has been in place since January 2020. He said the property is a junkyard, and there is a lot of scrap in the area. He said Lieb does not have insurance and questioned if Lieb would comply with any regulations if he were approved. He referenced the submitted photos and a petition signed by 60 people asking that the request be denied.

Jared Sella, a neighbor, was concerned about Lieb adhering to laws and ordinances. He said the tires can be an issue. He questioned if the business could be operated properly.

Theresa Allen was concerned about the environmental impacts.

Matthew, who lives in the area, said Lieb is not handling the materials properly. He questioned the licensing requirements and he noted Lieb should know the disposal rates.

John Rabbit said he was concerned about fluids leaking on the ground. He said the property is an eyesore.

Lieb rebutted and said that he has reached out to proper disposal folks and he noted the tires are scheduled to be removed. He said any excess antifreeze can go to Waste Management, and used oil can be returned anywhere.

He said he ultimately wants to use the land for hunting and he wants his neighbors to be happy with the site.

Morgan closed the public hearing and reconvened the Planning Commission.

Conner asked what kinds of repairs would be done and what certificates does Lieb have. Lieb said he would buy cars at auction, repair them, and sell them back to the auction. Conner noted there were several cars with expired tags. Lieb said two cars will be removed. Conner asked if Lieb was a certified mechanic. Lieb said no, but he noted certifications are not required for flipping cars to auctions.

Vanderboegh suggested tabling the request so that Lieb can improve the property and obtain the proper certifications.

Snow noted there were several junk cars on the property and there was a creek and wetland to the rear of the property. She also noticed jugs of oil, rusty paint cans, at least 100 tires, waste solvent, a refrigerator, and rusty gas/propane tanks on the property. She suggested the property be cleared up before an approval can be considered.

Miner asked if Lieb is a licensed mechanic. Lieb said he is not but he is brake certified. Miner asked if any other person from the Planning Department had visited the site. Lieb said no. Miner noted Jack Ward is an employee of the Planning Department.

Morgan commented that the hill was sandy and could easily percolate oil and gas into the groundwater. He asked about the hole in the ground. Lieb said there is nothing in it now.

Morgan noted the submitted pictures provide a lot of information about the condition of the site, and he noted removing tires is expensive. Morgan noted some of the scrap shown in the pictures has been removed, but the property needs to be clean before an approval can be considered. Morgan asked what Plan B was. Lieb said he would like the opportunity to clean the property.

Lieb countered and noted the tires will be removed. He said the A/C containers were a way for his sons to earn money. He said he had to take care of his father. He does not want his neighbors to see junk.

Morgan asked about the end loader. Lieb said it was for construction.
Morgan asked about the picture of the tires in the hole. Lieb said his children had placed them in there, but they have been taken out.

Lieb said he wants to build a house on the hill.

Conner asked about any freon in the A/C tanks. Lieb said they are empty.

Morgan asked about the gas tanks. Lieb said they were empty and will be going to a scrap yard.

LaForge noted one issue is that many cars will not be sold, so he asked what the plan was for removing scrap. Lieb said he knows a person who hauls cars. Lieb said he knows he cannot store materials.

LaForge asked if the scrap would be outdoors. Lieb said he would store it indoors.

Motion by Vanderboegh to table the request to clean the property. Support by Snow.

LaForge asked to put a six-month time limit on the table.

McManus noted this is an enforcement issue so he asked for a four-month maximum. Vanderboegh agreed to the four-month stipulation. Snow supported.

Roll call vote taken: Conner, LaForge, Morgan, Nadwornik, Snow, Vanderboegh-aye - Miner-nay - motion carried. Special Use Tabled.

Parks and Recreation Appointment

McManus noted Joyce Snow was appointed temporarily to serve on the Parks and Recreation Committee, but that appointment expired. He suggested extending it until July when the annual meeting takes place and yearly appointment can be made.

Motion by LaForge to appoint Joyce Snow to the Park and Recreation Committee until July 2021. Support by Vanderboegh. All ayes - motion carried.

Morgan adjourned the meeting at 8:20 p.m.

Respectfully submitted,

Joyce Snow, Secretary

NOTICE OF VIRTUAL/ELECTRONIC MEETING

NOTICE OF PUBLIC HEARING ON PROPOSED ZONING AMENDMENT

Notice is hereby given that the Barry County Planning Commission will conduct a public hearing on

March 22, 2021 at 7:00 PM

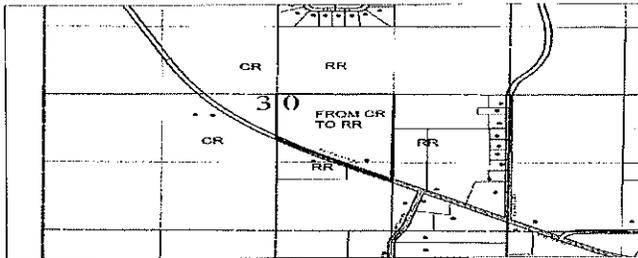
In accordance with the Michigan Department of Health and Human Services' (MDHHS) recent COVID Emergency Order and in accordance with the Open Meetings Act, as amended, the regular meeting of the Barry County Planning Commission will be conducted electronically via Zoom.

The subject of the public hearing will be the consideration of the following amendment to the Barry County Zoning Ordinance of 2008, as amended:

MAP CHANGE **A-1-2021**

Request to rezone property on West State Road in Section 30 of Irving Township (see attached map).

FROM **CR (Conservation Reserve)** **TO** **RR (Rural Residential)**



All of the above mentioned property is located in Barry County, Michigan.

Legal Description:

W 1/2 SE 1/4 Section 30 of Irving Township (T4N R9W) lying north of State Road.

Interested persons desiring to present their views upon the proposed amendment may do so by virtually attending the meeting via Zoom, by mail to Planning & Zoning, 220 West State Street, Hastings MI 49058, by fax to (269) 948-4820, or by email to: Planning Director James McManus at jmcmamus@barrycounty.org

The proposed amendment of the Barry County Zoning Ordinance is available for public inspection at the Barry County Planning & Zoning Department, 220 West State Street, Hastings, Michigan 49058 during the hours of 8 a.m. to 5 p.m. Monday – Friday. Please call the Barry County Planning & Zoning Department at (269) 945-1290 for further information.

Citizens wanting to participate in the meeting may do so via Zoom:

Topic: March Planning Commission
Time: Mar 22, 2021 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://zoom.us/j/3864704552?pwd=L1BqQ0xOekxhSjRkUUJwV2RaY2Frdz09>

Meeting ID: 386 470 4552
Passcode: 1234

One tap mobile
+13126266799,,3864704552#,,,,*1234# US (Chicago)
+19292056099,,3864704552#,,,,*1234# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 386 470 4552
Passcode: 1234
Find your local number: <https://zoom.us/u/a4Y0Rkc2S>

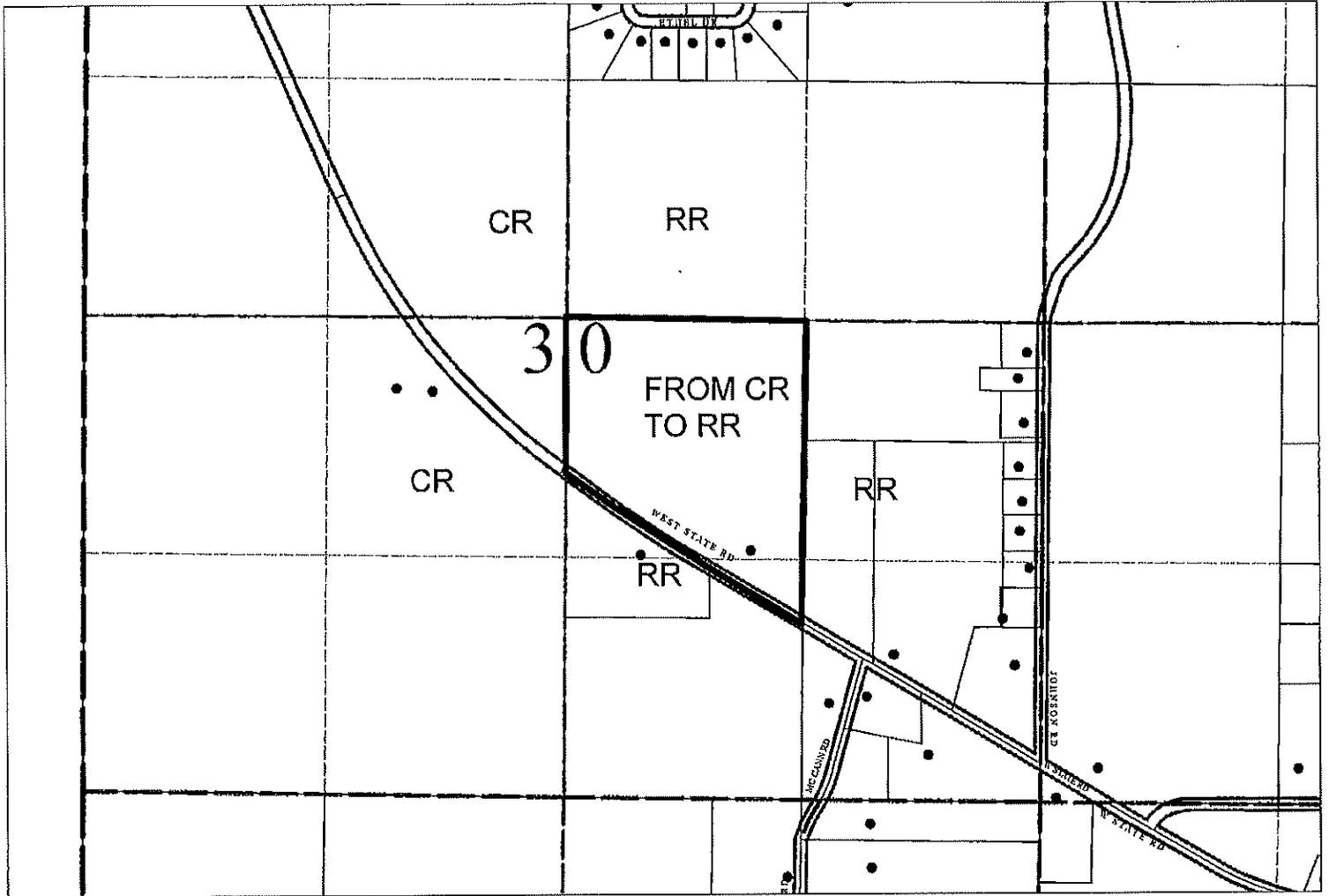
*[Phone controls for participants: The following commands can be entered via DTMF tones using your phone's dial pad while in a Zoom meeting: *6 - Toggle mute/unmute *9 - Raise hand]*

This notice is given pursuant to and in accordance with the provisions of the Open Meetings Act (Public Act 267 of 1976) as amended.

Individuals with disabilities requiring auxiliary aids or services should contact the County by writing or calling: Michael Brown, County Administrator, Barry County Courthouse, 220 W. State St., Hastings, MI 49058; 269-945-1284, mbrown@barrycounty.org.

For further information, please contact Barry County Planning & Zoning at (269) 945-1290.

Pamela A. Palmer, Barry County Clerk



AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW, April 6, 2021

DEPARTMENT: Equalization

PREPARED BY: Timothy Vandermark, County Equalization Director

SUBJECT: County Equalization Values

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners adoption of Resolution 21-12, Resolution to Accept 2021 Equalization Values.

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

DESCRIPTION OF ACTION: The state constitution requires that a resolution to accept the equalization values be adopted annually, no later than the April session of the Board of Commissioners.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: NA

NEW OR RENEWAL: Annual Resolution

ANY OTHER PERTINENT INFORMATION: See attached resolution and the L-4024 Report.

CONTACT PERSON WITH PHONE NUMBER: Tim Vandermark, 517-543-4101.



Resolution

RESOLUTION

TO ACCEPT THE 2021 BARRY COUNTY EQUALIZATION VALUES

NOW THEREFORE BE IT RESOLVED that the Barry County Board of Commissioners accepts and adopts the 2020 County Equalization Values as presented by the Equalization Department for all classes of Real and Personal Property of \$3,217,786,354.

Class 101	Agricultural	\$ 431,389,200
Class 201	Commercial	\$ 169,101,500
Class 301	Industrial	\$ 62,049,700
Class 401	Residential	\$2,646,028,920
Class 501	Timber-Cutover	\$ -0-
Class 601	Developmental	\$ -0-
TOTAL REAL PROPERTY		\$3,308,569,320
TOTAL PERSONAL PROPERTY		\$ 112,474,700

TOTAL EQUALIZED VALUE \$3,421,044,020

NOW THEREFORE BE IT FURTHER RESOLVED that the Board Chair, the County Clerk and the County Equalization Director are authorized to represent the County of Barry at both preliminary and final State Equalization sessions, if deemed necessary.

Benjamin D. Geiger, Chairperson
Barry County Board of Commissioners

Pamela A. Palmer
Barry County Clerk

Adopted 4/13/21

Personal and Real Property - TOTALS

L-4024

Barry County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Township or City	Number of Acres Assessed	Total Real Property Valuations		Personal Property Valuations		Total Real Plus Personal Property	
	(Col. 1) Acres Hundredths	(Col. 2) Assessed Valuations	(Col. 3) Equalized Valuations	(Col. 4) Assessed Valuations	(Col. 5) Equalized Valuations	(Col. 6) Assessed Valuations	(Col. 7) Equalized Valuations
Assyria	0.00	99,330,000	99,330,000	1,798,900	1,798,900	101,128,900	101,128,900
Baltimore	0.00	95,480,700	95,480,700	2,342,700	2,342,700	97,823,400	97,823,400
Barry	0.00	201,056,800	201,056,800	5,211,100	5,211,100	206,267,900	206,267,900
Carlton	0.00	140,252,300	140,252,300	6,987,300	6,987,300	147,239,600	147,239,600
Castleton	0.00	111,621,800	111,621,800	3,215,300	3,215,300	114,837,100	114,837,100
Hastings	0.00	138,239,800	138,239,800	4,073,700	4,073,700	142,313,500	142,313,500
Hope	0.00	197,665,320	197,665,320	5,062,100	5,062,100	202,727,420	202,727,420
Irving	0.00	174,434,800	174,434,800	6,439,400	6,439,400	180,874,200	180,874,200
Johnstown	0.00	153,419,450	153,419,450	6,289,600	6,289,600	159,709,050	159,709,050
Maple Grove	0.00	85,707,550	85,707,550	2,131,800	2,131,800	87,839,350	87,839,350
Orangeville	0.00	228,576,400	228,576,400	7,403,300	7,403,300	235,979,700	235,979,700
Prairieville	0.00	273,904,600	273,904,600	6,225,700	6,225,700	280,130,300	280,130,300
Rutland	0.00	215,700,200	215,700,200	9,731,200	9,731,200	225,431,400	225,431,400
Thornapple	0.00	430,234,800	430,234,800	15,675,200	15,675,200	445,910,000	445,910,000
Woodland	0.00	139,768,300	139,768,300	6,380,500	6,380,500	146,148,800	146,148,800
Yankee Springs	0.00	385,146,800	385,146,800	6,894,600	6,894,600	392,041,400	392,041,400
Hastings	0.00	238,029,700	238,029,700	16,612,300	16,612,300	254,642,000	254,642,000
Totals for County	0.00	3,308,569,320	3,308,569,320	112,474,700	112,474,700	3,421,044,020	3,421,044,020

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF BARRY COUNTY

WE HEREBY CERTIFY that the foregoing is a true statement of the number of acres of land, the value of the real property and of the personal property, the aggregate valuation of the real property and personal property, the equalized and assessed valuations of real property classifications in each township and city in said county as equalized by the Board of Commissioners in April of the reporting year, at a meeting of said board held in pursuant to the provisions of sections 209.1 - 209.8, MCL. I further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 198 of 1974; P.A. 225 of 1978; P.A. 385 of 1984; P.A. 224 of 1985; P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State.

Dated _____, 20____

Equalization Director

Clerk of the Board of Commissioners

Chairperson of Board of Commissioners

Equalized Valuations - REAL

L-4024

Barry County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Equalized by County Board of Commissioners							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Assyria	20,471,900	332,300	77,000	78,448,800	0	0	99,330,000
Baltimore	18,738,100	1,388,500	14,000	75,340,100	0	0	95,480,700
Barry	23,271,500	7,757,500	1,793,800	168,234,000	0	0	201,056,800
Carlton	42,021,900	2,771,300	334,200	95,124,900	0	0	140,252,300
Castleton	41,191,100	5,179,200	33,200	65,218,300	0	0	111,621,800
Hastings	23,104,000	7,179,200	3,398,200	104,558,400	0	0	138,239,800
Hope	13,777,300	3,191,500	955,300	179,741,220	0	0	197,665,320
Irving	24,882,600	1,237,500	649,700	147,665,000	0	0	174,434,800
Johnstown	21,818,500	654,900	529,200	130,416,850	0	0	153,419,450
Maple Grove	37,168,100	1,814,300	418,400	46,306,750	0	0	85,707,550
Orangeville	12,137,500	10,115,500	80,600	206,242,800	0	0	228,576,400
Prairieville	42,193,600	3,618,300	1,377,600	226,715,100	0	0	273,904,600
Rutland	9,350,700	16,299,000	5,012,900	185,037,600	0	0	215,700,200
Thornapple	37,606,100	25,452,000	29,518,700	337,668,000	0	0	430,234,800
Woodland	56,709,100	3,757,600	7,193,200	72,108,400	0	0	139,768,300
Yankee Springs	6,517,300	12,258,900	1,348,600	365,022,000	0	0	385,146,800
Hastings	429,900	66,094,000	9,315,100	162,190,700	0	0	238,029,700
Total for County	431,389,200	169,101,500	62,049,700	2,646,028,920	0	0	3,308,569,320

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF BARRY COUNTY

WE HEREBY CERTIFY that the foregoing is a true statement of the number of acres of land, the value of the real property and of the personal property, the aggregate valuation of the real property and personal property, the equalized and assessed valuations of real property classifications in each township and city in said county as equalized by the Board of Commissioners in April of the reporting year, at a meeting of said board held in pursuant to the provisions of sections 209.1 – 209.8, MCL. I further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 198 of 1974; P.A. 225 of 1978; P.A. 385 of 1984; P.A. 224 of 1985; P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State.

Dated _____, 20____

Equalization Director

Clerk of the Board of Commissioners

Chairperson of Board of Commissioners

Assessed Valuations - REAL

L-4024

Barry County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Assessed Valuations Approved by Boards of Review							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Assyria	20,471,900	332,300	77,000	78,448,800	0	0	99,330,000
Baltimore	18,738,100	1,388,500	14,000	75,340,100	0	0	95,480,700
Barry	23,271,500	7,757,500	1,793,800	168,234,000	0	0	201,056,800
Carlton	42,021,900	2,771,300	334,200	95,124,900	0	0	140,252,300
Castleton	41,191,100	5,179,200	33,200	65,218,300	0	0	111,621,800
Hastings	23,104,000	7,179,200	3,398,200	104,558,400	0	0	138,239,800
Hope	13,777,300	3,191,500	955,300	179,741,220	0	0	197,665,320
Irving	24,882,600	1,237,500	649,700	147,665,000	0	0	174,434,800
Johnstown	21,818,500	654,900	529,200	130,416,850	0	0	153,419,450
Maple Grove	37,168,100	1,814,300	418,400	46,306,750	0	0	85,707,550
Orangeville	12,137,500	10,115,500	80,600	206,242,800	0	0	228,576,400
Prairieville	42,193,600	3,618,300	1,377,600	226,715,100	0	0	273,904,600
Rutland	9,350,700	16,299,000	5,012,900	185,037,600	0	0	215,700,200
Thornapple	37,606,100	25,452,000	29,518,700	337,658,000	0	0	430,234,800
Woodland	56,709,100	3,757,600	7,193,200	72,108,400	0	0	139,768,300
Yankee Springs	6,517,300	12,258,900	1,348,600	365,022,000	0	0	385,146,800
Hastings	429,900	66,094,000	9,315,100	162,190,700	0	0	238,029,700
Total for County	431,389,200	169,101,500	62,049,700	2,646,028,920	0	0	3,308,569,320

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF BARRY COUNTY

WE HEREBY CERTIFY that the foregoing is a true statement of the number of acres of land, the value of the real property and of the personal property, the aggregate valuation of the real property and personal property, the equalized and assessed valuations of real property classifications in each township and city in said county as equalized by the Board of Commissioners in April of the reporting year, at a meeting of said board held in pursuant to the provisions of sections 209.1 – 209.8, MCL. I further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 198 of 1974; P.A. 225 of 1978; P.A. 385 of 1984; P.A. 224 of 1985; P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State.

Dated _____, 20____

Equalization Director

Clerk of the Board of Commissioners

Chairperson of Board of Commissioners

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW 4/6/2021
DEPARTMENT: Administration
PREPARED BY: Michael Brown,
County Administrator

SUBJECT: Spectrum Pennock Hospital request to use county property south of Urgent Care to grow a community garden

SPECIFIC ACTION(S) REQUESTED: To consider the request from Spectrum Health Pennock Hospital to use the county property located directly south of the Urgent Care facility to grow a community garden.

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

DESCRIPTION OF ACTION: See attached correspondence from Spectrum Health Pennock to Barry County dated March 30, 2021, including a map showing the property requested.

TIME FRAME OF ACTION: Ideally, the garden would be started this summer, and would continue as long as permissible. It could be revisited with the county annually as the garden phases expand.

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

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

PERSONNEL IF REQUIRED: NA.

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: No.

CONTACT PERSON WITH PHONE NUMBER: Janine Dalman, manager, Spectrum Health Pennock 269.945.3651 janine.dalman@spectrumhealth.org

Spectrum Health Pennock
1009 West Green Street | MC226
Hastings, MI 49058-1709
269.945.3451 fax 269.945.4130
spectrumhealth.org

March 30, 2021

Dar Leaf, Sheriff
Barry County Sheriff's Office
1212 W. State Street
Hastings, MI 49058

Re: Request of Land Use for Community Garden 1108 W. State Street

Dear Dar,

Spectrum Health Pennock is currently planning to add the creation of a mixed-use community garden to our efforts. A place where people can garden, hold educational classes and other, like what is done on the Kent County Sheriff department's property maintained by MSU Extension that attracts 10,000 visitors per year. A garden project that can expand and evolve over time into a [Grand Ideas Garden](#).

The location identified is the vacant field behind Urgent Care located at 1108 W. State Street in Hastings. This land is owned by Barry County, as an adjacent parcel of the Barry County Sheriff's Department and would need approval for use by the Barry County Board of Commissioners. The exact location is highlighted on the next page.

Work already underway includes a virtual visioning session with community members to see what a garden might look like in Barry County. We will be soliciting input on what our community would like to see and how they envision its use. Key collaborators include, but are not limited to, MSU Extension, Blue Zones Activate, YMCA of Barry County, Pierce Cedar Creek Institute, the City of Hastings, Barry Eaton District Health Department, Barry County Great Start Collaborative/Barry ISD, Barry County Economic Development Alliance, Barry County, Master Gardner's Club, area schools and the community at large.

Spectrum Health Pennock is requesting the use of land for a community garden as an agenda item for the April 6, 2021 Barry County Board of Commissioners meeting.

We appreciate your attention to this request.

Respectfully,



Janine Dalman, manager
Marketing and Foundation
Spectrum Health Pennock

Cc: Michael Brown
Jason Sixberry
Bernie Jore

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: April 6, 2021, Committee of the Whole

DEPARTMENT: Buildings and Grounds

PREPARED BY: Tim Neeb

SUBJECT: Request to Issue Bids for Parking Lots: Replacement, Maintenance and Repair.

SPECIFIC ACTION(S) REQUESTED: To authorize the issuance of bids to replace the Historic Courthouse Parking lot, maintenance and repair of the Barry-Eaton Health Department parking lot, and maintenance and repair of the Sheriff Department parking lot.

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

DESCRIPTION OF ACTION: The 2021 Capital Budget includes funds to do this work. I have spoken with Brad Lamberg and hope to have the Road Commission seal coat the Barry Eaton Health Department lot after repairs. I am also recommending we do not attach the canopy portion of the project to this bid. I can get separate prices for that part of the project if you want to consider it.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES NO

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local Local
2. IF LOCAL, SPECIFY FUND: Building Rehabilitation
3. AMOUNT REQUESTED: 150,000 (C/H) 60,000 (repair) 177,000 (Sheriff)
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:

PERSONNEL IF REQUIRED:

NEW OR RENEWAL: NEW

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: Tim Neeb 838-7084

The County of Barry is accepting sealed bids for Parking Lot Repair and Seal Coating. The closing date for the bid is July 25, 2014 at 2:00 p.m. Bids must be submitted to County Administration, 3rd floor, 220 W. State Street, Hastings, MI 49058 in a sealed envelope clearly marked "PARKING LOT REPAIR". Bids are available on-line at the Barry County web site, barrycounty.org, or at the Buildings and Grounds office at 119 S. Broadway, Hastings MI, 49058. Specific questions regarding the Invitation to Bid may be directed to Tim Neeb, Building and Grounds Supervisor at (269) 838-7084.

Invitation for Bid – Issued
Parking Lot Replacement and Repair
Barry County Buildings and Grounds Department
220 W. State Street
Hastings, MI 49058
(269) 945-1293

1. Barry County is requesting bids to repair the parking lots located at 330 W. Woodlawn, 206 W. Court Street, and 1212 W. State Street.
2. Bids shall be mailed or delivered to the Barry County Buildings and Grounds, 220 W. State Street, Hastings, MI 49058, in a sealed envelope marked “PARKING LOT REPAIR” by at 2:00p.m
3. Bids opened by mistake due to improper identification will be rejected and returned.
4. Discount payment within a specified period of time will not be considered in evaluation of bids for award. Such discounts will be taken if payment can be made in that period, even though they are not considered in evaluation of the bid.
5. The bids shall be legibly prepared with ink or typed. If a unit price or extension already entered by a bidder on the bid form is to be altered, it should be crossed out with ink, the new unit price or extension entered above or below and initialed by the bidder, also with ink. The bid shall be legally signed and the complete address of the bidder given thereon.
6. Bids may be withdrawn in person by a bidder or his authorized representative provided his identity is made known, and he signs a receipt for the bid; but only if the withdrawal is made prior to the exact time set for receipt for bids.
7. The County is not subject to sales tax and as such it shall not be included in the final bid.
8. **NO BID MAY BE WITHDRAWN FOR AT LEAST 90 DAYS AFTER BID OPENING.**

9. Bidders are cautioned that any changes, insertions, omissions to the terms and conditions, specifications or any other requirement of this invitation may be considered non-responsive and at the option of the County may result in rejection of the bid.
10. The County of Barry reserves the right to accept or reject any and all bids and to waive any informalities and minor irregularities in bids received.
11. The bid will be awarded to that responsible bidder(s) whose bid, conforming to this solicitation will be the most advantageous to the County, price and other factors considered.
12. Award of this bid and authorization to proceed is dependent on sufficient funds being available.
13. Award of this bid may be split if no vendor is able to satisfactorily meet all specifications.
14. The contact person regarding this bid is Tim Neeb, Buildings and Grounds Supervisor, (269) 945-1293 or (269) 838-7084 (cell phone).
15. No Pre-Bid meeting is required for this project. Bidders may schedule a site visit by contacting Tim Neeb at (269) 945-1293
16. A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Barry County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.

17. This agreement shall be construed according to the laws of the State of Michigan. Barry County and the Contractor agree that the venue for any legal or equitable action under this agreement 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, South Division.
18. Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.
19. The Proposer who is selected as the Contractor shall be an Independent Contractor. The employees, servants and agents of the Contractor shall not 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 received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.
20. The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).
 - a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
 - b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor's Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
 - c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
 - d) Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
 - e) Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

f) Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

g) Proof of Insurance - The vendor shall provide to Barry County at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the and policies mentioned above. If so requested, certified copies of all policies will be furnished.

BID SPECIFICATIONS

1. Patching at 206 W. Court and 330 W. Woodlawn: Roto-mill down 1.5" all areas designated by Red-Orange Fluorescent paint. Power sweep clean, Apply weed killer if necessary, apply tack coat for bonding, and replace with 1.5" new 36A asphalt top
2. Crack Seal - Trim edges as needed, remove vegetation from cracks, weed kill as needed, power sweep, blow off with high powered blowers, and haul away all debris from all lots. Cover all cracks ¼" and wider with Crafcoc 34244 Road Saver 222 Crack Seal per manufacturers instructions.
3. Parking Lot replacement at 220 W. State Street – The project is removal and replacement of the existing asphalt parking lot on the south side of the building along Court Street. Included in the work is curb cut and sidewalk removal and replacement and decorative screening fencing, per the drawings.
4. 1212 W. State Street

Option 1, current paved area, approximately 37,000 square feet – Remove asphalt/concrete to sub-grade and compact to a uniform depth. Install and compact 2" average of 13A (or equivalent) base asphalt over area. Install and compact 1 ½" 36A (or equivalent) over base asphalt. Install 1 spillway and valley gutter of up to 150'. Restripe lot.

Option 2, Marine parking area – add'l parking areas, currently stone, approximately 15,000 square feet. Excavate area 8"-14", remove dirt, and haul off site and replace with 6" of 22A road gravel or equivalent. Fine grade and compact. Install and compact 2" average 13A (or equivalent) over road gravel. Install and compact 1 ½" 36A (or equivalent) over base asphalt.

The undersigned having read all terms, conditions, and specifications of the information for bid, hereby proposes to furnish these services at the following price:

Base Bid Price \$ _____

Bid Price with Option 1 \$ _____

Bid Price with Options 1 and 2 \$ _____

Payment Terms _____

Signature _____ Name printed or typed _____

Company _____

Address _____

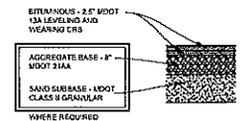
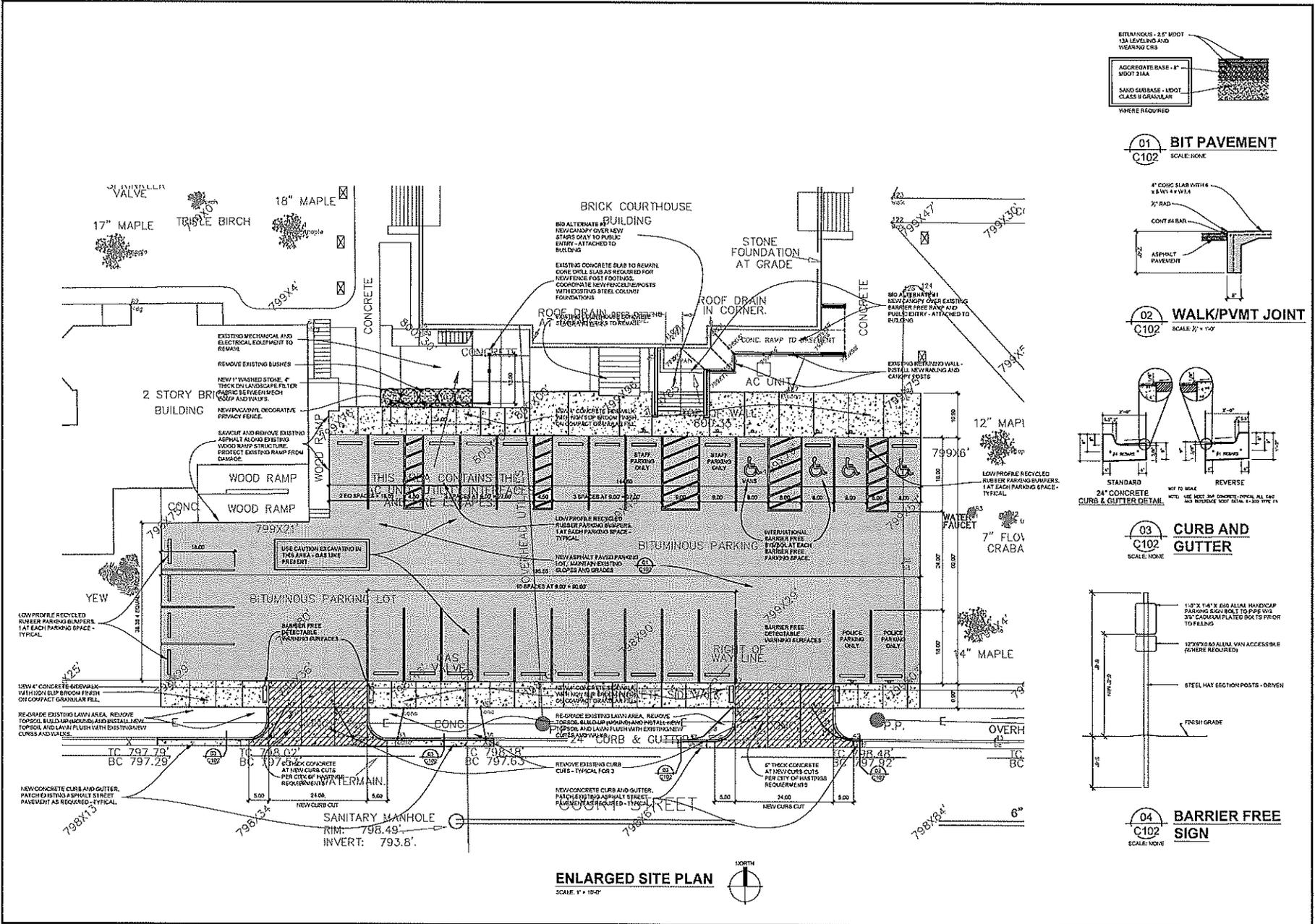
Phone _____ Date _____

Fax _____ E-mail _____

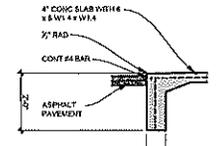
Federal Tax ID # _____

Address _____

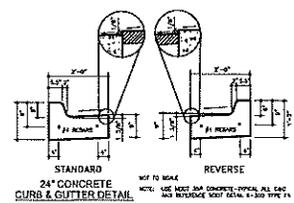
Phone _____ Date _____



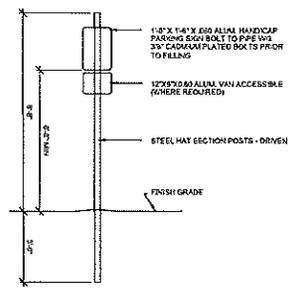
01 BIT PAVEMENT
C102 SCALE: NONE



02 WALK/PVMT JOINT
C102 SCALE: 3/4" = 1'-0"



03 CURB AND GUTTER
C102 SCALE: NONE



04 BARRIER FREE SIGN
C102 SCALE: NONE

ENLARGED SITE PLAN
SCALE 1" = 10'-0"

Barry County Courthouse
Parking Lot Replacement and Public Entrance
220 W. State St.
Hastings, MI 49030

Landmark Design Group, P.C.
P.O. Box 282028
Grand Rapids, MI 49528

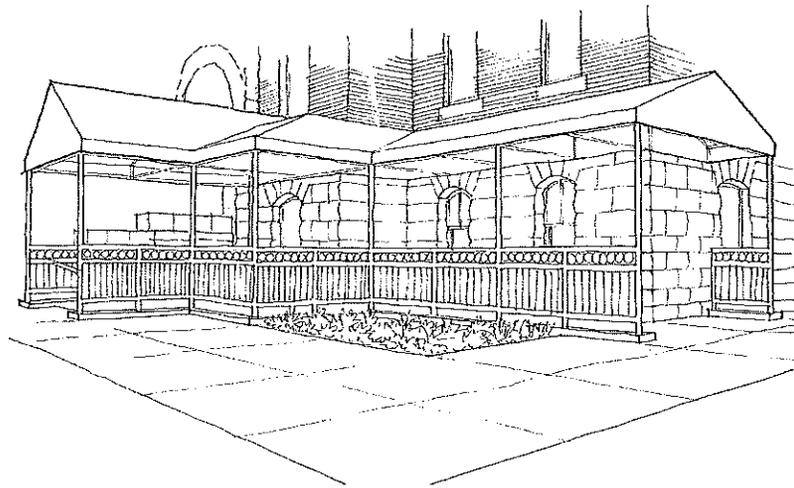
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Client Name	
Date	
Scale	

Sheet No.	19-002
Sheet Title	
Scale	
Date	

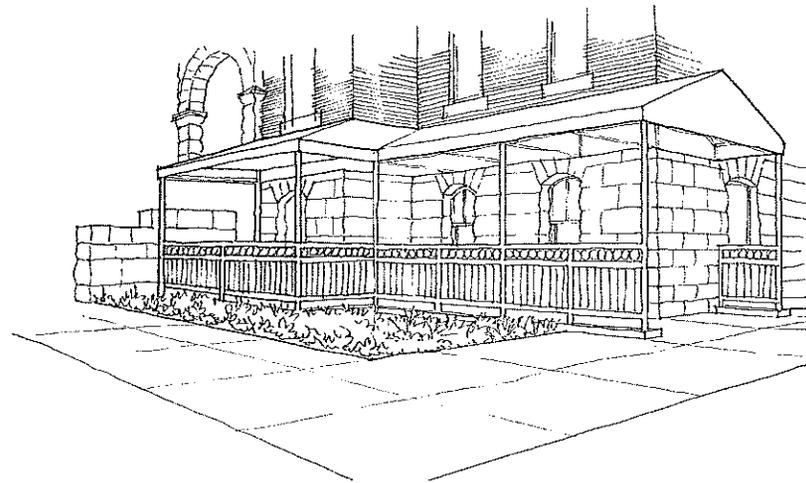
Barry County Courthouse

Parking Lot Replacement and Covered Entry

220 W State Street.
Hastings, MI 49058



Bid Alternate No. 2
Canopy over the existing ramp and new covered stair entry



Bid Alternate No. 1
Canopy over the existing ramp only

DATE: _____

Barry County Courthouse
Parking Lot Replacement and Public Entrance
220 W State St.
Hastings, MI 49058

FOR THE
Landmark Design Group, P.C.
P.O. Box 88098
Grand Rapids, MI 49508

Scale:	1" = 10'-0"
Drawn by:	C.C.W. 10/10/12
Checked by:	
Project No.:	
Sheet No.:	19-002

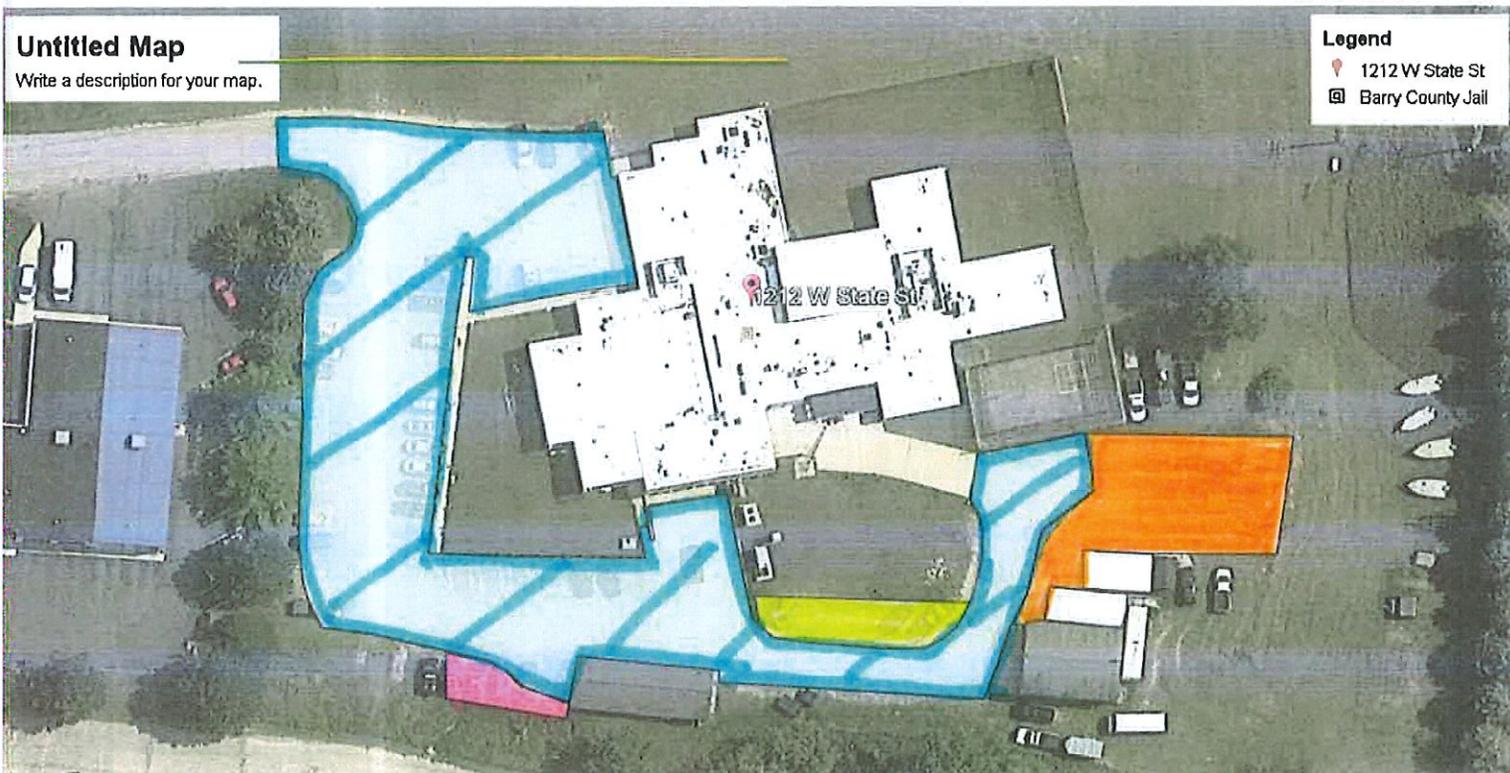
19-002

Untitled Map

Write a description for your map.

Legend

- 📍 1212 W State St
- 📍 Barry County Jail



AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW 4/6/21

DEPARTMENT: Airport Commission

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Extension of Amended and Restated Hastings City/Barry County Airport Contract for Airport Management Service

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval to extend the Amended and Restated Hastings City / Barry County Airport Contract for Airport Management Service between the Hastings City / Barry County Airport Commission and Mark Noteboom for an additional three years, through June 1, 2024, as recommended by the Hastings City/Barry County Airport Commission.

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

DESCRIPTION OF ACTION: In an effort to restructure and reform the relationship between the Hastings City/Barry County Airport Commission and the Airport Manager to further provide for the Contractor’s autonomy in the provision of Airport Management services and to ensure that the Contractor is treated as an independent contractor for purposes of local, state and federal law, the attached Amended and Restated agreement which provides for the annual management services for the airport, was approved by the City of Hastings and by the Board of Commissioners in 2018, effective 6/1/2018 through 6/1/21. The Hastings City/Barry County Airport Commission voted at their meeting on March 24, 2021 to extend the current agreement for three years, expiring on 6/1/24, at the current rate of pay.

In accordance with the Joint Operating Agreement between the City of Hastings and the County, all expenditures over \$5,000 require the approval of the City Council and Board of Commissioners. The Airport Commission is requesting approval of this agreement.

TIME FRAME OF ACTION: Current contract expires 6/1/21

FUNDING REQUIRED: YES NO

IF YES, ANSWER THE FOLLOWING:

1. **FUNDING SOURCE** (Federal, State, or Local) Local
2. **IF LOCAL, SPECIFY FUND:** Airport Fund
3. **AMOUNT REQUESTED:** Funds to come from Airport Fund
4. **AMOUNT OF ONGOING COST, AND INTERVAL** (Monthly, Quarterly, Annual, etc.) \$79,000 annually
5. **FINANCIAL IMPACT ON OTHER DEPARTMENTS:** None

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: Renewal

ANY OTHER PERTINENT INFORMATION: See attached contract and a copy of the minutes from the March 24, 2021 Airport Commission meeting.

CONTACT PERSON WITH PHONE NUMBER: Mark Noteboom, Airport Manager, 269-945-6306
Michael Brown, County Administrator, 269-945-1284

**AMENDED AND RESTATED HASTINGS CITY / BARRY COUNTY AIRPORT
CONTRACT FOR AIRPORT MANAGEMENT SERVICE**

This Amended and Restated Hastings City / Barry County Airport Contract for Airport Management Service (the "Contract") is made this 24th day of March, 2021, by and between the HASTINGS CITY / BARRY COUNTY AIRPORT COMMISSION ("Commission") of 2505 Murphy Dr., Hastings, MI 49058, and Mark Noteboom, operating as a sole proprietorship with an address of 7772 E. State Rd., Nashville, MI 49073 ("Contractor").

WHEREAS, the Commission operates the Hastings City / Barry County Airport located at 2505 Murphy Drive, Hastings, MI 49058;

WHEREAS, as required by the FAA, the Commission has contracted with an airport manager, which duties and responsibilities include managing the Airport operations, assistance in the development of goals, objectives, and priorities of the Airport as overseen by the Commission, and provides for compliance with all local, state, and federal regulations which pertain to the Airport;

WHEREAS, the Commission has reviewed alternatives for operating and developing the Airport, and determined that, in light of the Commission's available time and expertise, the Commission continues to benefit from engaging the Contractor, who is a licensed general contractor who has significant experience in the airport management business, as a licensed airport manager on an independent basis, and the Commission seeks the benefits of the results of Contractor's efforts as airport manager, but the conduct and control of such efforts is intended to be entirely within the Contractor's discretion;

WHEREAS, the parties previously entered into the Hastings City / Barry County Airport Contract for Airport Management Service whereby the Contractor served as airport manager of the Airport and provided other services to the Commission in order to manage and operate the Airport;

WHEREAS, the parties desire to continue their relationship and to further provide for the Contractor's autonomy in the provision of the services contemplated by this Contract and to ensure that the Contractor is treated as an independent contractor for purposes of local, state, and federal Law; and

WHEREAS, parties have negotiated and now mutually desire to enter into this amended and restated Contract, pursuant to which the Contractor shall provide services to manage and operate the Airport as an independent contractor.

NOW THEREFORE, in consideration of the negotiated contract and understanding of articles set below, IT IS HEREBY AGREED as follows:

ARTICLE 1: DEFINITIONS

1.1 Airport. The term Airport means the Hastings City / Barry County Airport located at 2505 Murphy Drive, Hastings, MI 49058, and all ancillary property associated therewith owned or managed by the Commission.

1.2 Agent. The term Agent shall mean any individual, person, or other entity that is acting for the benefit of or on behalf of another individual, person, or other entity including either of the parties to this Contract.

1.3 Approved Budget. The term Approved Budget shall mean the Budget approved by the Commission on an annual basis.

1.4 Capital Expenditure or Capital Improvement. The terms Capital Expenditure or Capital Improvement shall mean an item that will be of a long-term nature having a useful life in excess of three years, as defined by manufacturers' specifications, replacements of equipment that has met or exceeded its useful life, and items for construction, placement of new facilities, and capital purchases that significantly improve operations and / or maintenance, aesthetics, long-term capital conditions, or other aspects not generally associated with ongoing operations and maintenance.

1.5 City. The term City means the City of Hastings, in Michigan.

1.6 Commission. The term Commission means the commission established pursuant to the terms of the Joint Operation Agreement to jointly operate the Airport.

1.7 Confidential Information. The term Confidential Information means information not otherwise publically available that is received or obtained by the Contractor in the course of its services to the Commission regarding the Airport and / or the Commission concerning its plans, finances, properties, current and future projects, and the like.

1.8 Conflict of Interest. The term Conflict of Interest means any investment, arrangement, relationship, contract, agreement, other association by the Contractor or a Contractor's Agent which involves the provision or receipt of any goods, remuneration, technical assistance, or other services at or from the Airport or the Commission, either directly or indirectly, except to the extent such is within the scope of the ordinary course of business and relates to such goods, technical assistance, or other services that are available to the general public at large at the same price and on the same terms as those that apply to the Contractor unless such dealings in the ordinary course would cause the Commission, City, or County to violate the requirements of any applicable federal, state, or local Law or ordinance. Notwithstanding the foregoing, the term Conflict of Interest shall not mean any investment, arrangement, relationship, contract, agreement, or other association by the Contractor or the Contractor's Agent that is disclosed to the Commission and approved by the Commission in writing.

1.9 County Board of Commissioners. The term County Board of Commissioners means the board of commissioners governing body for the County.

1.10 Council. The term Council means the city council for the City of Hastings, in Michigan.

1.11 County. The term County means Barry County, in Michigan.

1.12 DEQ. The term DEQ means the Michigan Department of Environmental Quality, or its successor or any comparable federal agency.

- 1.13 Effective Date. The term Effective Date means June 1, 2021.
- 1.14 FAA. The term FAA means the Federal Aviation Administration, or any successor agency.
- 1.15 FCC. The term FCC means the Federal Communications Commission, or any successor agency.
- 1.16 Five Year Plan. The term Five Year Plan means the five (5) year plan established by the airport manager of the Airport and the Commission for the Airport, and approved by the Commission from time to time.
- 1.17 Joint Operating Agreement. The term Joint Operating Agreement means the Agreement for Joint Operation of the Hastings City – Barry County Airport, dated December 30, 1977, as such agreement may be amended and restated from time to time.
- 1.18 Law. The term Law means any federal, state, provincial, local, municipal, foreign, international, or multinational constitution, law, ordinance, bylaw, principle of common law, regulation, rule, statute, or treaty, ruling, order, judgment, injunction, award, decree, or other requirement.
- 1.19 Licensed Premises. The term Licensed Premises means the Airport.
- 1.20 MDOT. The term MDOT means the Michigan Department of Transportation, or any successor or comparable federal agency.
- 1.21 OSHA. The term OSHA means the Occupational Safety and Health Act of 1970, and all comparable local, state, and federal Laws, including the Michigan Occupational Safety and Health Act.
- 1.22 Operating Expenses. The term Operating Expenses shall mean those expenses described in Section 4.1 of this Contract, and such term shall exclude Capital Expenditures and Capital Improvements.

ARTICLE 2: TERM

- 2.1 Term. The initial term of this Contract shall commence on the Effective Date and continue for three (3) calendar years, expiring at 12:01 a.m. on June 1, 2024
- 2.2 Extensions. Following the initial term of this Contract as set forth in Section 2.1, the Contract may be extended by mutual written agreement of the parties for up to four (4) additional three (3) year terms, such that all other provisions of this Agreement shall remain in full force in effect during such extended term, subject however, to the termination rights set forth in Section 2.3 and 2.4 of this Contract. However, at the time of each renewal, the Commission shall seek additional applications for the position of Airport manager, and evaluate alternative arrangements and candidates prior to renewal, and the Commission shall have no obligation to enter into a renewal under this Section 2.2 except in accordance with its discretion.

2.3 Early Termination by the Commission. In the event that the Contractor shall fail to perform any material obligation hereunder, the Commission may give the Contractor written notice specifying such failure and if any such failure shall continue for thirty (30) calendar days after receipt of such notice by the Contractor, and is not cured within the applicable time period, the Commission may terminate this Contract without penalty and Contractor shall have no further right to payment under the terms of this Contract. Notwithstanding the foregoing,

- (a) if the failure of the Contractor constitutes an imminent, serious threat to the continued health, safety, or welfare of any persons or persons using the Airport, including personnel;
- (b) if the Commission's right to operate the Airport or the Contractor's right to serve as Airport manager is terminated by any federal, state, or local government, directly or indirectly;
- (c) if the operation of the Airport becomes economically or operationally unfeasible;
- (d) if the Contractor has a Conflict of Interest with the Commission that is not resolved via good faith negotiation of the parties after thirty (30) calendar days;
- (e) if any action of the Contractor causes or reasonably is anticipated to cause the Commission, City, or County to violate the requirements of the Commission's grant agreement with the FAA or MDOT, any applicable federal, state, or local Law or ordinance; or
- (f) if the Airport is taken or appropriated by any lawful U.S. governmental authority;

then the Commission shall have the right to terminate the Contract effective immediately and the Contractor shall have no further right to payment pursuant to the terms of this Contract.

2.4 Early Termination by the Contractor. The Contractor may, upon written notice to the Commission, terminate this Contract before the end of its term under any of the following circumstances:

- (a) If the Commission fails to make any payments required under this Agreement and fails to cure such failure within sixty (60) days after written notice from the Contractor;
- (b) Upon ninety (90) days written notification; and
- (c) Notwithstanding the foregoing, if a failure of the Commission constitutes an imminent, serious threat to the continued health, safety, or welfare of any persons or persons using the Airport, including personnel, the Contractor shall have the right to terminate the Contract effective immediately.

ARTICLE 3: PARTY RIGHTS AND RESPONSIBILITIES

3.1 Contractor Responsibilities.

- (a) The Commission hereby engages the Contractor and Contractor hereby agrees to serve as the manager of the Airport, on the terms set forth in this Contract, and

Contractor hereby also agrees to provide the Airport manager and other related services as set forth on the attached Exhibit A. As such, during the term of this

Contract, the Contractor shall have the sole and exclusive right to serve as the Commission's Airport manager, and shall provide safe, timely, and professional management of the Airport in a business-like manner and in accordance with this Contract. The Commission shall allow the Contractor, as manager, to manage the Airport as a commercial enterprise to the extent permitted by and in compliance with federal, state, or local Law, using best practices based on Contractor's collective experience and knowledge from other airport operations and the aviation industry in general.

3.2 Commission Responsibilities.

(a) Although the Contractor, as the designated manager of the Airport, shall be responsible for managing and running the Airport, the Commission shall retain the following rights with respect to the Airport:

(1) The Commission shall retain ownership of the Airport, and all ancillary property related thereto including all Airport facilities and equipment and other personal property and vehicles;

(2) The Commission shall have sole authority to approve and sign all rental and lease agreements with respect to Airport property;

(3) The Commission shall have sole authority to approve and sign all legal documents with respect to the property of the Airport, and for other actions that may not be delegated to an independent contractor in connection with the operation of an Airport but only to the extent necessary for compliance purposes with federal, state, and local Law;

(4) The Commission, and to the extent required pursuant to the terms of the Joint Operating Agreement and /or the terms of any purchasing policy of the County Board of Commissioners or the Council shall have the right to approve an annual Budget for Airport Operating Expenses;

(5) The Commission, and to the extent required pursuant to the terms of the Joint Operating Agreement and /or the terms of any purchasing policy of the County Board of Commissioners or the Council shall have the right to approve any Capital Expenditures not otherwise approved pursuant to the terms of the Budget;

(6) The Commission and to the extent required pursuant to the terms of the Joint Operating Agreement and / or the terms of any purchasing policy of the County Board of Commissioners or the Council shall have the right to approve any liability or obligation of the Airport not otherwise approved pursuant to the terms of the Budget;

(7) The Council, the County Board of Commissioners, or Commission, as applicable, shall approve any utilization of the Airport or the assets of the Airport for any purpose other than the continued operation of the Airport;

(8) The Council, the County Board of Commissioners, or Commission, as applicable, shall approve any disposition, transfer, conveyance, pledge, mortgage, encumbrance, or other lien imposed on the Airport;

(9) The Commission shall have the right to establish Airport policies, plans, budgets, and to set fees and rates with respect to the Airport business;

(10) The Commission shall have the right to approve the Five Year Plan, and as required for legal compliance under the FAA, MDOT, and applicable Law;

(11) The Commission shall take all reasonable actions necessary to ensure that Contractor is not hampered by any Airport personnel in Contractor's efforts to implement operating, safety, and environmental plans for the Airport in accordance with all applicable federal, state, and local Laws;

(12) The Commission shall be responsible for auditing the financial practices of the Airport, in accordance with its standard practice and applicable Law, and all such audit expenses shall be included within the definition of Operating Expenses for purposes of this Contract; and

(13) The Commission shall retain responsibility and control of community relations for the Airport.

- (b) Notwithstanding the foregoing, nothing in this Contract shall prevent the Commission from granting the Contractor, as Airport manager, broad day-to-day control and management of the Airport, and the Commission, the City Council, and the County Board of Commissioners shall not have any other right to control the Contractor in the performance of the duties set forth in this Contract. The parameters of manager's control and management of the Airport shall be limited in this regard only as set forth in this Contract and by applicable Law;
- (c) It is understood and agreed that in the event the Commission is dissatisfied with any action or performance by Contractor, the Commission shall not unreasonably intrude into the Contractor's role as manager or into its relationship with its employees or Agents but rather shall timely transmit such dissatisfaction to Contractor directly and shall thereafter work with such Contractor and such other Contractor representatives as may be appropriate to resolve such issues.

3.3 Commission Designee. The Commission may designate an individual who shall serve as the Commission's liaison with the Contractor, including for purposes of disclosure of any Conflict of Interest pursuant to Section 6.5, and who may be designated as the authorized person for purposes executing any of the documents or legal agreements contemplated in Section 3.2(b) and (c) above. Unless the Commission notifies the Contractor of a different Commission Designee in a signed writing delivered to the Contractor, the Commission's Designee shall be the Commission Chairperson. The Contractor shall keep the Commission Designee informed of significant developments affecting the Airport, and the Contractor may rely on written statements and representations of the Commission's Designee.

ARTICLE 4: AIRPORT PREMISES & EXPENSES

4.1 Airport Operation Remuneration & Expense Procedures.

- (a) To the extent that any billing statements, fees, or expenses for the Airport are submitted to the Contractor rather than the Commission directly, the Contractor shall submit on at least a monthly basis (or on a more frequent basis if required by third party billing procedures) the full amount of Operating Expenses, Capital Expenditures, and any other expenses and fees to which the Airport is or may be subject directly to the Commission. The Contractor shall not handle funds, revenues, income, and remuneration generated by the Airport or the Commission on behalf of the Commission, and shall require all third parties to submit any and all funds, revenues, income, and remuneration generated by the Airport or the Commission directly to the Commission, or a party designated as the recipient for such funds by the Commission in writing.
- (b) The Commission shall be obligated to pay on a monthly basis the full amount of the Operating Expenses approved in the Approved Budget, and except as otherwise provided herein, the Contractor shall have no liability for such expenses. In addition, the Commission shall be responsible for paying the cost of any approved Capital Expenditures or Capital Improvements undertaken at or in connection with the Airport. Operating Expenses means all expenses incurred in the operation of the Airport for maintenance, administration, and ordinary repairs, and shall include, as applicable:
- (1) Legal, accounting, and other consultant fees incurred by the Commission in connection with its ownership and operation of the Airport;
 - (2) Expenses related to Airport equipment and facility repair and maintenance, including those cleaning, toiletry, office, and other supplies customarily used or consumed at or by the Airport by or for its customers or employees;
 - (3) Labor costs, consisting of wages and salaries, for Airport employees, who are not Agents or employees of the Contractor assisting the Contractor with the performance of the Contractor's services, if any, together with associated payroll and other administrative expenses actually incurred and / or paid relating to such wages and salaries, including but not limited to payroll taxes, severance pay, workers compensation, fringe benefits, etc.;
 - (4) Insurance costs for Airport / commercial general liability insurance, and any umbrella liability, property insurance, comprehensive automobile, environmental liability, and workers compensation insurance, except to the extent the Contractor is added as an additional insured, in which case such additional cost shall be paid by the Contractor;
 - (5) Maintenance expenses and the costs for replacement parts for the Fuel Farms located on the Airport field;

- (6) Electric expenses for the Airport;
- (7) Heating expenses for the Airport;
- (8) Water and sewer expenses for the Airport; and
- (9) Telephone, cable, and internet services for the Airport.

4.2 Contractor's Airport Management Expenses. Except as set forth in Section 4.1 above because such expenses are not Contractor's expenses, but are more properly classified as Airport Operating Expenses or Capital Expenditures, or as agreed by the Commission and the Contractor in a separate signed writing, Contractor shall be responsible for the payment of all of the expenses, including the Contractor's expenses associated with the provision of the services contemplated by this Contract, the provision of all labor required for performance of the Services, and for the cost of obtaining and maintaining any and all equipment and / or supplies necessary to perform the Services. The Commission will not reimburse or otherwise pay Contractor any amounts for any such expenses, equipment, or supplies, it being acknowledged that the Commission's only payment obligation to Contractor is as set forth in Section 5. For example, Contractor's expenses may include, by way of illustration and not limitation:

- (a) All labor costs, consisting of wages and salaries, for Contractor agents and employees, together with associated payroll and other administrative expenses actually incurred and / or paid relating to such wages and salaries, including but not limited to payroll taxes, severance pay, workers compensation, fringe benefits, etc.;
- (b) Manager insurance, including employee practices liability insurance, crime insurance, and fiduciary liability;
- (c) Other insurance that Contractor desires to obtain in its discretion, or is required to obtain by the Commission, if available, relating to the performance by Contractor of services hereunder;
- (d) Legal, accounting, and other consultant fees incurred directly by the Contractor in performance of Contractor's services;
- (e) Expenses to obtain, repair, or maintain Contractor's property, including for recordkeeping, inspection, grounds-keeping, and cleaning tools and equipment like computers, lawnmowers, ladders, hand tools, vehicles, etc., and lease or rental, maintenance, and repair expenses related thereto;
- (f) Expenses related to consumable supplies necessary to complete the Contractor's services, including cleaning supplies, garbage bags, and expenses for fuel and other energy costs incurred by Contractor in connection with the performance of the Contractor's services.

4.3 Limited License to Enter and Use Airport Facility. Except as otherwise provided in this Contract, the Contractor shall have a limited license to enter and use the Licensed Premises during the term of this Contract for the purpose of performing the services and fulfilling its obligations under this Contract. The Contractor shall use reasonable care in

use of the Licensed Premises, including Airport and its facilities, improvements, equipment, and other personal property belonging to the Commission.

4.4 Contractor Equipment. Contractor shall be responsible for providing all equipment and materials necessary to provide the Contractor's services contemplated by this Contract, Contractor hereby represents and warrants that Contractor shall fully comply with the requirements of OSHA and applicable Law with respect to any equipment used on the Licensed Premises, and the Contractor agrees to accept all responsibility to insure the proper safety, set-up, erection, inspection, use, and or maintenance of such equipment prior to use.

4.5 Surrender. At the expiration or termination of this Agreement, the Contractor shall vacate the Licensed Premises, leaving it in as good condition as it now is, ordinary wear and tear expected, and shall return (or completely destroy with respect to electronically maintained information that cannot be returned) all Confidential Information and / or Commission documents that may be in Contractor's possession.

4.6 Books and Records. The Commission, at all times, shall have reasonable access to the books and records maintained by the Contractor in connection with the Contractor's duties at the Airport pursuant to the terms of this Contract, and at termination of this Contract, shall provide the Commission with a copy of such books and records, if reasonably requested by the Commission in writing, at the Contractor's sole expense.

ARTICLE 5: COMPENSATION AND FEES

5.1 Negotiated Compensation: The Commission shall pay the negotiated fee for the Contractor's services for this agreement, as follows:

- (a) Contractor Services shall be paid by the Commission to the Contractor, in a yearly equivalent fee of seventy-nine thousand dollars (\$79,000.00). Payments shall be paid in monthly installments as negotiated between both parties.

ARTICLE 6: STATUS OF CONTRACTOR AND SERVICE CONDITIONS

6.1 Independent Contractor.

- (a) Contractor shall be an independent contractor and nothing in this Contract shall cause Contractor to be treated as an employee, agent, or partner of Commission or to be considered eligible for any benefits provided by Commission to its employees.
- (b) Contractor shall not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Commission to its employees, and Commission will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any

insurance contributions, including for unemployment or disability, or obtaining worker's compensation insurance on behalf of Contractor or its employees.

- (c) Contractor acknowledges that the Commission seeks the benefits of the results of the Contractor's services as manager of the Airport hereunder, but the conduct and control of such services are solely within the Contractor's discretion.

6.2 No Authority to Bind Commission. Contractor lacks the express or implied authority and is not granted any right or authority to assume or create any obligation or liability, express or implied, on behalf of Commission or to bind Commission in any manner whatsoever.

6.3 Taxes and Standards Related to Contractor's Services. Contractor shall bear full responsibility to withhold and pay any and all taxes related to the services provided to Commission. Contractor agrees that all services shall be performed in accordance with the requirements of this Contract and in accordance with the highest prevailing standards for work of the type undertaken, and in accordance with all applicable federal, state, local, provincial, or municipal Laws and regulations.

6.4 Contractor's Other Operations. The Contractor warrants that it will carry out its obligations under this Contract solely in the best interests of the Commission, but the Parties recognize that during the Term, the Contractor may have obligations to other jobs, projects, investments, or operations, including but not limited to the provision of services as airport manager to other airport operators and to entities operating at other airports.

6.5 Conflict of Interest Disclosure. The Contractor shall not engage any Conflict of Interest either directly or indirectly, that is not specifically authorized by this Contract or otherwise approved by the Commission without first disclosing such to the Commission.

6.6 Contractor's Use of Agents or Employees. The Contractor has the right to employ or engage persons, in its sole discretion, to assist it in connection of the performance of this Contract. Any persons employed or engaged by Contractor in connection with the performance of this Contract shall be Contractor's employees and Contractor shall be fully responsible for them, including for purposes of payroll tax withholding, employee benefits, worker's compensation insurance, and indemnify and hold the Commission harmless against any claims made by or on behalf of any such employee or contractor against the Commission or the Airport.

6.7 Contractor and Employee Certifications. Contractor shall at its sole expense assure that it and its employees and Agents obtain and maintain all certifications, registrations, licenses, and other approvals required to perform the Contractor's services under this Contract.

6.8 Enforcement of Contract Terms. The Contractor shall require and enforce against any employee or other Agent that it engages in connection with the performance of this Contract whether at the Airport or elsewhere in the Contractor's system all obligations under this Contract that apply to Contractor, including the compliance with the Law.

6.9 Non-Discrimination. Contractor, in the operation and use of the Licensed Premises, including the property and facilities of the Airport shall not, on the grounds of race, color, national origins, sex, or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable Law and, if applicable, shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation (49 CFR Part 21), effectuating Title VI of the Civil Rights Acts of 1964 and the Americans With Disabilities Act of 1990.

6.10 Nondiscrimination Under Michigan Law. Contractor agrees for itself and its subcontractors not to discriminate against any 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, height, weight, or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Contract (MCL 37.1209; MCL 37.2209).

ARTICLE 7: GENERAL CONDITIONS

7.1 Compliance. Contractor will at all times act in compliance with all applicable Laws and regulations, as well as Commission rules of conduct, whether now existing or hereinafter enacted, whenever on Airport premises or otherwise in connection with performance of the services.

7.2 Confidential Information. Contractor and the Commission may be provided access to confidential information about the other party. Each party hereby agrees that they will not use or disclose to any third party any Confidential Information, either during or following the term of this Agreement, except as authorized by the Commission, as required by applicable Law, or in connection with Contractor's performance of the services pursuant to the terms of this Contract. In the event Contractor or the Commission is judicially determined to have breached this obligation in any legal action to enforce the Commission's rights under this Contract, the other party shall be entitled to recover, in addition to any damages, its attorneys' fees and costs incurred in enforcing its rights under the Contract. Notwithstanding the foregoing or anything else in this Contract, the Contractor agrees that nothing in this Contract shall prevent the Commission, Council, or County Board of Commissioners from disclosing information related to the Contractor or this Contract as may be lawfully ordered by a court of competent jurisdiction, pursuant to government agency subpoena, or as otherwise required by the Freedom of Information Act, Act No. 442 of Public Acts of 1976 ("FOIA") or from complying with the Open Meetings Act, and instructing third party consultants to keep the terms of this Agreement confidential.

7.3 Non-Exclusive. Nothing in this Agreement shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Commission reserves the right to grant to others the privilege and right of conducting any one or more of the aeronautical activities listed in this Agreement, or any other activity of an aeronautical nature.

7.4 Rules. the Contractor agrees that the Commission has the right to adopt and enforce reasonable rules and regulations and that the Contractor and all of its employees, agents, and servants will faithfully observe and comply with all rules and regulations to the extent necessary to comply with the applicable Law.

7.5 Disposition by Commission. The Commission reserves the right to sell, lease, and license or otherwise dispose of any Airport lands for any purposes whatsoever and to further develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Contractor and without interference or hindrance from the Contractor.

7.6 Protection of Aerial Approaches. The Commission reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, and further reserves the right to prevent the Contractor from erecting or permitting to be erected any building or other structure on the Airport, which in the opinion of the Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.7 Military Use. The Commission shall have the right to enter into an agreement with the United States Government or the State of Michigan for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and / or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with such Government, shall be suspended.

7.8 Governmental Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Commission and the State of Michigan and United States relative to the maintenance, operation, or development of the Airport.

7.9 Public Use. The Airport is a public airport and the Contractor shall not be held liable legally or financially for any actions or misuse of the Airport or its property by individuals or companies not employed by, under the control of, or authorized by the Contractor.

7.10 Subordination to Commission's Federal Obligations. This Contract shall be subordinate to the provisions of and requirements of any existing or future agreement between Commission and the United States relative to the development, operation, or maintenance of the Airport.

ARTICLE 8: INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Contractor shall hold the Commission, the County of Barry, the City of Hastings, and their respective representatives and officials harmless from, indemnify it (with legal counsel reasonably acceptable to the Commission) for, and fully indemnify, and defend it against, any claim, award, judgment, damages, liability, expenses, or cost or losses of any kind or nature whatsoever (including attorney's fees) arising out of or resulting from the activities of or any failure to act of the Contractor or in connection with or related to providing the manager or other services to the Commission pursuant to this Contract, including for negligence. The Contractor is not obligated to indemnify the Commission in any manner for the Commission's

own negligence or willful misconduct. As used in this provision, the terms "Commission" and "Contractor" include their respective officers, employees, and other Agents.

8.2 Survival. This Section 8 shall survive the expiration or termination of this Contract.

ARTICLE 9: MISCELLANEOUS

9.1 Notice. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.

9.2 Assignment; Binding Effect. This Contract may not be assigned by the Contractor without the prior written consent of the Commission. This Contract shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective permitted successor and assigns.

9.3 Captions. The captions appearing at the beginning of each section or subsection are provided for convenience only; they shall not be deemed a part of this Agreement, nor shall they have any independent significance.

9.4 Waiver of Breach. Neither party's waiver of a breach of any provision of the Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.

9.5 Entire Agreement. This Contract supersedes all previous or contemporaneous contracts between the parties relating to its subject matter. No other oral statements or prior or contemporaneous written material not specifically incorporated in the Agreement shall have any effect and no changes or additions to this Contract shall be effective unless made in writing and signed by the parties. In entering into this Contract, the Parties are relying solely upon the representations and agreements in this Contract and no others.

9.6 Amendments. This Contract cannot be altered or amended except pursuant to an instrument in writing signed by all of the parties hereto.

9.7 Enforcement. If either party takes legal action to enforce this Contract, the prevailing party shall, in addition to any other relief, be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorneys' fees, filing fees, expert fees, discovery costs, and other legal expenses incurred to investigate, bring, maintain, or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings.

9.8 Counterparts; Facsimile/PDF Signatures. This Contract may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (PDF) or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

9.9 Governing Law & Venue. This Contract shall be governed by and interpreted according to the laws of the State of Michigan, excluding choice of law principles. Contractor acknowledges and consents to venue in of the courts of Barry County, Michigan and the federal courts of the Western District of Michigan, if applicable.

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

HASTINGS CITY / BARRY COUNTY
AIRPORT COMMISSION

AIRPORT MANAGER

By: Ronald E. Holley
Ronald Holley, Chair

By: Mark Noteboom
Mark Noteboom

By: Walter Stantiff
Witness

By: Walter Stantiff
Witness

Date: 3-29-21

Date: 3-29-21

EXHIBIT A CONTRACTOR'S SERVICES

- 1.1 Airport Manager Services. The Contractor shall provide the following services:
- (a) Perform the duties of Airport Manager as defined and required under the directives of the MDOT and the FAA and any other Laws, regulations, orders, or directives of governmental agencies of competent jurisdiction as necessary in order for the Airport to be a compliant and functioning airport;
 - (b) In accordance with all applicable Law and legal requirements, operate and maintain the Airport as required for general aviation airports and assure that all services required of such an airport are provided in order for the Airport to be a functioning Airport;
 - (c) Prepare, compile, and maintain in an orderly manner consistent with legal requirements, including the FAA, FCC, MDOT, and DEQ, and Commission policies, all Airport records and such Airport-related records as are required by other governmental agencies of competent jurisdiction, including, without limitation, all purchasing and other financial records and have them available to federal, state, and Commission officials for review, use, reference, copying, etc.;
 - (d) Ensure compliance in all material respects with applicable Law, the terms, conditions, and obligations of the FAA grant assurance agreements and this Contract;
 - (e) Comply with and enforce all rules, regulations, and policies applicable to the Airport including, without limitation, the Hastings City / Barry County Airport Commission Rules and Regulations;
 - (f) Coordinate and manage immediate responses to any emergencies or natural disasters affecting the Airport in compliance with all rules, regulations, and policies applicable to the Airport;
 - (g) Regularly inspect Airport facilities to observe, correct when possible, then report to the Commission, City Council, and County Board of Commissioners, as applicable, and negotiate for repairs, including with respect to the condition of runway and taxiways, lights, and rotating beacons, FAA equipment, radio facilities, the airfield, and fuel pumps;
 - (h) Inspect all buildings as necessary on a regular basis in compliance with applicable Law;
 - (i) Accept and document complaints and disputes between or among Airport users and attempt to address or resolve disputes if related to Contractor's duties under this Contract, or otherwise, promptly refer to the Commission; address and resolve disputes between or among Airport users with respect to use or operation of the Airport;
 - (j) Keep the passenger waiting area of the Administration Building accessible for aviators and general public according to FAA regulations based on designated (Airport class);

- (k) Operate, regularly inspect, maintain, and repair the Airport lighting system;
- (l) Take all actions reasonably required of an Airport Manager in order to fully implement the annual Airport budgets, including any amendments to budgets which may from time to time be approved by the Commission;
- (m) Obtain, maintain, and appropriately display all required licenses, certificates, registrations, etc., for the Airport, the Airport Manager, and Assistant Airport Manager;
- (n) Provide monitoring and record keeping as required for operation of the fuel system in accordance with the requirements of all regulatory agencies. Monitor and maintain an adequate inventory of fuel in the fuel system of a grade and quality meeting industry standards and Airport Commission requirements. Order fuel as necessary to maintain inventory. Coordinate maintenance of the fuel system as required;
- (o) Facilitate and provide assistance with fuel sales from the fuel storage facility owned by the Airport;
- (p) Assure that, during Airport hours of operation as provided by the Commission and applicable Law, that an appropriate certified and credentialed airport manager or designated assistant manager, who is appointed by the Contractor and authorized to make decisions binding on the Contractor, is either on the Airport premises, or is on-call and available to respond to the premises within one hour of notification;
- (q) Submit a general report to the Airport Commission, County Commission, or Hastings City Council on the status of the Airport for their review if requested, including the following:
 - (1) Status of hangar rentals;
 - (2) Numbers of aircraft actually based at the Airport;
 - (3) Any crimes, fires, storm damage, or similar issues experienced at the Airport;
 - (4) Total gallons of fuel sold;
 - (5) Any required fuel logs or other information;
 - (6) Details about any special uses of the Airport;
 - (7) Details of any disputes or disagreements with any Airport user;
 - (8) Any other information that is requested that pertains to the Airport's wellbeing.
- (r) Ensure that an appropriately credentialed and certified airport manager, who is appointed by the Contractor and authorized to make decisions binding on the Contractor, attend Commission, Council, County Board of Commissioner meetings as such may be required to be held per the terms of the Joint Operating Agreement or the governing documents and Law of the County or City;

- (s) Notify the Commission of any communications from state or federal officials regarding the Airport except to the extent such communications occur in the ordinary course of business and solely relate to matters within the Contractor's discretion pursuant to the terms of this Contract as and as Airport Manager, and, if requested, make a complete written report on such contact. The Contractor shall make no representations or promises and take no actions with respect to state or federal agencies without the Commission's, or representatives', prior knowledge and consent.
- 1.2 Qualifications. The Contractor shall, at its sole expense, assure that it and its employees and agents obtain and maintain all certifications, registrations, licenses, and other approvals required to perform the Contractor's Services under this Agreement.
- 1.3 Lease Compliance. The Contractor shall coordinate hangar showings and the hangar leasing process including but not limited to maintaining a waiting list of interested potential hanger lessors. The Contractor shall administer and enforce compliance with all leases relating to the Airport facilities and shall inform and direct lessees with respect to their rental and fee payment obligations to the Commission, provided, however, only the Commission shall have the right and authority to authorize the commencement of any legal action or arbitration under any such lease. Such rents and fees shall include but not be limited to hangar rents, tie down fees, etc. The Contractor shall keep the documents necessary to verify rent payment, status of renter, etc. In addition, the Contractor shall have no right to enter into or to bind the Commission in any lease, license agreement, or use agreement without the specific written authorization of the Commission but may initiate the negotiation and preparation of such agreements as Agent for the Commission.
- 1.4 Maintenance and Property Management Services. The Contractor agrees to perform the following maintenance and property management services for the Airport grounds and buildings:
 - (a) Provide access to the Terminal Building for visitors to the Airport outlined by the FAA class of Airport;
 - (b) The Contractor must maintain the Airport to FAA and MDOT regulations as a (general utility airport), and this includes but is not limited to grounds-keeping, light and bulb replacements, refuse collection, navigational hazard removal, and Airport equipment and facilities repair and handy-man services.
 - (c) The Contractor shall, except as otherwise provided in this Contract, at its own expense, provide light cleaning services (i.e., washing, waxing, dusting, mopping, sweeping, trash pickup, etc.), which are necessary to keep the offices in a neat and orderly condition on a daily basis.
- 1.5 Other Services. If the Contractor needs to perform any other duties outside the scope of this Contract, the Contractor and Airport Commission may negotiate

terms for said project, including additional consideration for such performance of additional services, but neither party is under an obligation to do so.

- 1.6 Standard of Contractor Performance. The Contractor hereby acknowledges and agrees that the Contractor's services to be performed pursuant to the terms of this Contract shall be performed in accordance with the standards set forth in this Section 1.6 of Exhibit A of this Contract.
- (a) Contractor shall comply with all applicable Laws, ordinances, rules, and regulations of all governing authorities, including rules and regulations promulgated and modified from time to time by the Commission concerning the operation of the Airport, rules and regulations of the FAA, FCC and other governing authorities, and the Laws of the State of Michigan governing public contracts, the provisions of which are hereby incorporated by this reference. The Contractor shall obtain and maintain all permits or licenses, as may be required by the FAA and MDOT.
 - (b) Contractor acknowledges that good public relations are necessary in the proper operation of the Airport and in furthering the public interest served by the Airport. Therefore, Contractor will at all times during this Agreement strive for and develop good public relations and require the same of Contractor Agents and employees in all aspects of its activities under this Contract.

Hastings City / Barry County Airport Commission
Draft Meeting Minutes
March 24, 2021
Virtual Meeting

1. **Call to Order.** The meeting was called to order by Chairperson Holley at 4:30 p.m.
2. **Pledge of Allegiance.** Holley led the recitation of the Pledge of Allegiance.
3. **Roll Call.** Roll was taken. Present: Bowers, Conner, Smelker, Tossava, and Holley. Absent: None.
4. **Approval of Agenda.** Holley asked for any additions or amendments to the agenda. Holley noted that a letter of interest in the position of Airport Manager was delivered to the Commission.

Motion by Tossava, second by Smelker to approve the agenda for today's meeting.

In favor: Bowers, Conner, Smelker, Tossava, and Holley
Opposed: None.

Motion carried.

5. **Limited Public Comment.** None forwarded.
6. **Approval of Minutes.** Holley asked for comments regarding the draft minutes of the January 27, 2021 regular meeting of the Airport Commission.

Motion by Tossava, second by Smelker to approve the minutes of the January 27, 2021 regular meeting of the Airport Commission as presented.

In favor: Bowers, Conner, Smelker, Tossava, and Holley
Opposed: None.

Motion carried.

7. **Financial Reports.** Holley introduced discussion regarding the January and February 2021 Airport Fund financial reports. Michael Brown and Mark Noteboom gave an overview and answered questions.

Motion by Tossava, second by Smelker to accept and place on file the financial reports for January and February 2021.

In favor: Bowers, Conner, Smelker, Tossava, and Holley
Opposed: None.

Motion carried.

8. **Old Business.**

None

9. **New Business.**

A. Holley introduced discussion on Airport Manager's Contract.

Current contract ends May 31, 2021. Mark Anderson was approved to be considered for next Airport Manager. Noteboom asked to for an extension of the current contract to allow to continue to work on the transition.

Motion by Tossava, second by Smelker to extend the current Airport Manager's contract for three (3) years at the current rate of pay.

In favor: Bowers, Smelker, Tossava, and Holley

Opposed: Conner.

Motion carried.

10. **Airport Manager's Report.** Holley introduced discussion regarding the Airport Manger's Report. Noteboom presented and explained the Airport Manager's report.

11. **Board Comments.** Holley asked for additional comments from the Airport Commission.

None forwarded.

12. **Limited Public Comment.**

None forwarded.

13. **Adjournment.** Motion by Tossava, second by Smelker to adjourn at 5:02 p.m.

Motion carried.

Submitted by: Jerry Czarnecki, Administrative Secretary

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Committee of the Whole, April 6, 2021

DEPARTMENT: Barry County Sheriff's Office

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Jail Access Control System – Re-Authorization of 2020 Capital Budget Funds

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval to re-authorize funds approved in the 2020 Capital Budget, in the 2021 Capital Budget, and authorize payment of \$20,750.00 to S.A. Morman & Co. from the Building Rehabilitation Fund for replacement of the access control system at the Jail.

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

DESCRIPTION OF ACTION: At the Board of Commissioners meeting on 11/10/20, the Board approved spending \$20,750 from the Building Rehabilitation Fund to replace the access control system at the Jail as parts of the current system were broken and replacement parts were obsolete. The project was not completed by the end of 2020, but has been recently completed. This is a request to re-authorize the expenditure from the 2021 capital budget with funds to be paid from the Building Rehabilitation Fund.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: Yes

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE: Local
2. IF LOCAL, SPECIFY FUND: Building Rehabilitation Fund
3. AMOUNT REQUESTED: \$20,750.00
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.): N/A
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: None

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached invoice.

CONTACT PERSON WITH PHONE NUMBER: Michael Brown, 269-945-1284; US Jason Sixberry, 269-948-4805 Ex 1305

S.A. Morman & Co.

Architectural Building
Materials

1100 Gezon Parkway S.W.
Grand Rapids, Michigan 49509-9582
(616) 245-0583
MI Wats 1-800-968-8012
Fax (616) 245-9275
Mailing Address
P.O. Box 2182
Grand Rapids, Michigan 49501-2182

Invoice Number: 686221
Invoice Date: 03/12/21
Page: 2

INVOICE

Job Name: SHERIFF DEP RS2 ACCESS CONTROL

Bill COUNTY OF BARRY
To: 220 W STATE STREET
HASTINGS, MI 49058

Ship COUNTY OF BARRY
To: 220 W STATE STREET
HASTINGS, MI 49058

Ship Via
Ship Date 11/19/20
Due Date 04/11/21
Terms NET30
Contract No: -

Customer ID 7235
P.O. Number
P.O. Date 11/19/20
Our Order No. 380125
SalesPerson DEREK SCHWARTZ
Project Mgr: STEVE ROOSSIEN

Item/Description	Unit	Short Code	Order Qty	Quantity
Transferred from page 1.....				
CUTKEY DUPLICATE CUT KEY	EA		10	10
NSACCESSCONTROL 7610 Prox Fob Credentials	EA		100	100
BF161PC DN 161 HOLE FILLER BF161PC	EA		1	1
SAMACCESSINSTALL SAM ACCESS INSTALLATION	EA		1	1
10270052 HES UNIVERSAL STRIKE TAKEN FROM INVENTORY DO NOT ORDER	EA		2	2
ACSAM CHARGES FOR THE ABOVE ITEMS	EA		1	1

Amount Subject to Sales Tax	0.00	Amount Exempt from Sales Tax	20,750.00	Subtotal:	20,750.00
				Invoice Discount:	0.00
				Total Sales Tax:	0.00
				Total:	20,750.00

Credit card transactions can be subject to 3% fee

S.A. Morman & Co.

Architectural Building
Materials

1100 Gezon Parkway S.W.
Grand Rapids, Michigan 49509-9582
(616) 245-0583
MI Wats 1-800-968-8012
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Our Order No. 380125
SalesPerson DEREK SCHWARTZ
Project Mgr: STEVE ROOSSIEN

Item/Description	Unit	Short Code	Order Qty	Quantity
NSACCESSCONTROL SL1-SOFT	EA		1	1
NSACCESSCONTROL NDE-ENGAGE-GATEWAY	EA		4	4
NSACCESSCONTROL NDE80 PD SPA 626 13-247 10-130 S123 CYLINDRICAL WIRELESS LOCKS	EA		3	3
NSACCESSCONTROL LEBMS-ADD P 17 626 10-136 134 S123 MORTISE LOCKS	EA		6	6
70B28 RK PUSH PLATE 70B 3.5X15 28	EA		12	12
NSACCESSCONTROL 0E-CAT6RBL CAT6 Wire	EA		1	1
NSACCESSCONTROL 7410 Card Credentials	EA		100	100

Transferred to page 2.....

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW, 4/6/21
DEPARTMENT: Sheriff's Office
PREPARED BY: Luella Dennison, Deputy County Administrator
SUBJECT: Acceptance of Insurance Settlement and Replacement of Sheriff's Office Vehicle

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval to accept the actual cash value from MMRMA of \$9,500.00 and direct them to sell the 2013 Ford Taurus (VIN# 1FAHP2H84DG230373) for salvage to the highest bidder and approve \$34,329 to purchase a vehicle from the State of Michigan MiDEAL program vehicle list to replace the vehicle, with funds to be paid from the Vehicle Fund.

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

DESCRIPTION OF ACTION: Recently, a 2013 Ford Taurus (111,100 miles) assigned to the Sheriff's Office was involved in a single car accident resulting in considerable damage to the vehicle. After filing a claim with the county's insurance company (MMRMA) it was determined that the vehicle was a total loss. MMRMA has advised that the actual cash value (ACV) for the vehicle is \$9,500 and is requesting the county's approval to accept the actual cash value from MMRMA and direct them to sell the vehicle for salvage to the highest bidder.

The replacement vehicle requested from the MiDEAL (State of Michigan) Purchasing program vehicle list is a 2021 Chevrolet Blazer (see attached quote). The vehicle being replaced was AWD. The current MiDEAL vehicle list does not include any AWD passenger cars, so a utility vehicle was selected, to include 4x4. There are no available vehicles in the fleet inventory, and it is too late in the model year to order a 2021 vehicle. The 2022 vehicles will begin to be built in July, with a probable earliest delivery date in August 2021. It is unknown if the MiDEAL pricing will increase for 2022 vehicles. Due to the production delay, and the unknown MiDEAL pricing for a 2022 vehicle order, the request is to purchase the vehicle from current (non-fleet) inventory.

TIME FRAME OF ACTION: As soon as possible.

FUNDING REQUIRED: YES NO

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: Vehicle Fund
3. AMOUNT REQUESTED: \$34,329 (\$9,500 will come from insurance settlement)
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)
Fuel and maintenance costs are budgeted in the department budget.
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: None

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: NA.

ANY OTHER PERTINENT INFORMATION: Please see attached the settlement options from MMRMA and the new vehicle quote.

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

Claim #2100839 – 2013 Ford Taurus - 0373

Actual Cash Value (ACV)

The ACV on the vehicle is \$9,500.00.

Salvage

There were 3 salvage bids made on the vehicle they were:

1. Regal Auto - \$850.00
2. Cooks - \$650.00

******Salvage bids are only guaranteed for 10 days and they do not include any equipment or graphics, but they do include wheels and tires******

Settlement Options

1. MMRMA can pay the full ACV of **\$9,500.00** to the Member and the vehicle is sold to the highest salvage bidder and the MMRMA would apply the salvage amount to the claim, which would reduce the cost of the claim.
2. MMRMA can pay the Member the ACV less the highest salvage bid, and the Member can keep the vehicle, which would be in the amount of **\$8,650.00**. *However, if this option is chosen the Member would have to advise the MMRMA to make sure the vehicle is still eligible to remain on the policy.*

If the vehicle is at a body shop, please pay any storage or towing fees incurred and send the invoice to the MMRMA for reimbursement. If those fees are not paid before the Salvage Company picks up the vehicle, they will have to pay those fees prior to taking possession of the vehicle.

If there are emergency equipment that needs to be removed please do so prior to Salvage pickup. *Salvage bids do include wheels, tires, and push bar.*****

Please review and advise how you would like to move forward. If you are not authorized to make this decision, please let me know who is and I will follow up with them.

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$34,329.00

Number of units 1

Total Bid Amount \$34,329.00

Vehicle Description:

Year 2021

Make Chevrolet

Model Blazer AWD 2LT
Black

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

Barry County

Price includes title fee and Delivery.
Pricing based off the State of Michigan
MIDEAL Contact # 071-B7700177

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 3/31/2021



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT - Barry Co (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
1NR26	2021 Chevrolet Blazer AWD 4dr LT w2LT

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION
2LT	LT Preferred Equipment Group Includes Standard Equipment
AR9	Seats, front buckets (STD)
BTV	Remote Start (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
CTT	Hitch Guidance (On FWD models, included and only available with (VR2) trailering equipment; on AWD models, included and only available with (V92) trailering equipment.)
DD8	Mirror, inside rearview auto-dimming (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
DM8	Mirrors, outside heated power-adjustable, manual-folding and driver-side auto-dimming body-color with integrated turn signal indicators (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
FE9	Emissions, Federal requirements
FXC	Axle, 3.49 final drive ratio (Included and only available with (LGX) 3.6L V6 engine.)
GBA	Black
H0U	Jet Black, Premium Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
KA1	Seats, heated driver and front passenger (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
LGX	Engine, 3.6L V6, SIDI, DOHC with Variable Valve Timing (VVT) and Active Fuel Management with Stop/Start (308 hp [229 kW] @ 6600 rpm, 270 lb-ft of torque [366 N-m] @ 5000 rpm) (Includes (V92) trailering equipment on AWD models.)
M3V	Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (Included and only available with (LGX) 3.6L V6 engine.)
Q7A	Wheels, 18" (45.7 cm) Bright Silver aluminum (STD)
QMX	Tires, P235/65R18 all-season blackwall (STD)

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Data Version: 13406. Data Updated: Mar 30, 2021 10:04:00 PM PDT.



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT - Barry Co (✔ Complete)

OPTIONS

CODE	DESCRIPTION
SFZ	LPO, Black bowtie emblems, front and rear (Not available with (WBL) Redline Edition, (WJU) Midnight/Sport Edition or (R88) Black illuminated front bowtie emblem, LPO. Included with PDJ and PDM LPO Packages. Not available separately when PDJ or PDM LPO Packages are ordered.)
TB5	Liftgate, rear power programmable (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
UD7	Rear Park Assist with audible warning (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
UFG	Rear Cross Traffic Alert (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
UG1	Universal Home Remote includes garage door opener, programmable (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (ZL5) Convenience and Driver Confidence Package.)
V08	Cooling system, heavy-duty (On FWD models, included and only available with (VR2) trailering equipment; on AWD models, included and only available with (V92) trailering equipment.)
V59	Roof rails, Black (Included and only available with (ZL5) Convenience and Driver Confidence Package or (WJU) Midnight/Sport Edition.)
V92	Trailering equipment includes (V08) heavy-duty cooling system and (CTT) Hitch Guidance (Requires (LGX) 3.6L V6 engine and AWD.)
ZL5	Convenience and Driver Confidence Package includes (BTV) Remote Start, (KA1) driver and front passenger heated seats, (UG1) Universal Home Remote, (TB5) power programmable liftgate, (V59) roof-mounted side rails, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert, (UD7) Rear Park Assist, (DD8) auto-dimming inside rearview mirror and (DM8) auto-dimming outside heated power-adjustable manual-folding body-color mirrors with turn signal indicators

Options Total

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT - Barry Co (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam headlamps

Mechanical

Engine, 2.0L Turbo, 4-cylinder, SIDI, DOHC with Variable Valve Timing (VVT) with Stop/Start (227 hp (170 kW) at 5000 rpm, 258 lb-ft of torque [350 N-m]) @ 1500-4000 rpm)) (STD)

Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD)

Axle, 3.47 final drive ratio ((LSY) 2.0L Turbo engine only.)

Engine control, stop/start system override

All-wheel drive (Included and only available with AWD models.)

Alternator, 170 amps (Included with (LSY) 2.0L Turbo engine on FWD models. Standard on AWD models.)

GVWR, 6001 lbs. (2722 kg)

Suspension, Ride and Handling

Brakes, 4-wheel antilock, 4-wheel disc

Electronic parking brake

Tool kit, road emergency

Capless fuel fill

Exhaust, dual-outlet with circular bright tips

Exterior

Wheels, 18" (45.7 cm) Bright Silver aluminum (STD)

Tires, P235/65R18 all-season blackwall (STD)

Wheel, spare, 18" (45.7 cm) steel

Tire, compact spare, T135/70R18, blackwall

Moldings, lower body-side (Molded-in-color Black.)

Antenna, body-color

Grille, Blazer signature Black horizontal 4-bar with Bright Chrome header bar

Headlamps, IntelliBeam

Headlamp control, automatic on and off with automatic delay

Taillamps, LED

Mirrors, outside heated power-adjustable, manual-folding body-color

Mirror caps, body-color

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT - Barry Co (Complete)

Exterior

Glass, deep-tinted, rear windows and liftgate
Wipers, front variable-speed, intermittent with washers
Wiper, rear intermittent with washer
Liftgate, rear manual
Door handles, body-color

Entertainment

Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

SiriusXM Radio enjoy an All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Bluetooth for phone personal cell phone connectivity to vehicle audio system

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Active Noise Cancellation

Interior

Seats, front buckets (STD)
Seat trim, Premium Cloth
Seating, 5-passenger
Seat adjuster, driver 8-way power
Seat adjuster, front passenger 4-way manual
Head restraints, front, 2-way adjustable, up/down
Head restraints, rear outboard 2-way adjustable, up/down
USB data ports, 2, one type-A and one type-C located within the instrument panel
USB charging-only ports 2, one type-A and one type-C, located on rear of center console
Floor mats, carpeted front and rear (Deleted when LPO floor mats or LPO floor liners are ordered.)
Steering wheel, urethane
Steering column, manual tilt and telescoping

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Berger Chevrolet

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2021 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT - Barry Co (✔ Complete)

Interior

Driver Information Center, 4.2" diagonal multi-color
Compass, 8-point digital
Windows, power with driver Express-Up/Down and front passenger and rear seat passengers Express-Down
Door locks, power programmable with lockout protection
Keyless Open and Start includes extended range Remote Keyless Entry
Cruise control, electronic with set and resume speed
Theft-deterrent system, electrical, unauthorized entry
Air conditioning, dual-zone automatic climate control with individual climate settings for driver and right-front passenger
Defogger, rear-window electric
Air filtration system
Air vents, rear console
Glovebox, lockable electronic
Cup holders, 2 in front center console and 2 in rear center armrest
Mirror, inside rearview manual day/night
Visors, driver and front passenger illuminated vanity mirrors covered
Assist handles, front passenger and rear outboard with coat hooks on rear passenger assist handles
Lighting, interior with front reading lamps, overhead courtesy lamp, dual rear-quarter panel area dome lamps, True White backlit switches, True White pin spot lighting in the bin forward of the shifter and front footwells, LED glove box lighting and backlit USB ports
Umbrella holders, driver and front passenger doors

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (BN2) Chevy Safety Assist.)
StabiliTrak, stability control system with traction control
Airbags, frontal and seat-mounted for driver and front passenger knee for driver, and head-curtain for front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Safety-Exterior

Daytime Running Lamps, LED

Safety-Interior

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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2021 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT - Barry Co (✔ Complete)

Safety-Interior

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning (Included and only available with (BN2) Chevy Safety Assist.)

Following Distance Indicator (Included and only available with (BN2) Chevy Safety Assist.)

Automatic Emergency Braking (Included and only available with (BN2) Chevy Safety Assist.)

Forward Collision Alert (Included and only available with (BN2) Chevy Safety Assist.)

Rear Seat Reminder

Seat belts, 3-point, all positions includes front seat belt pretensioners

Door locks, rear child security

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor (Does not apply to spare tire.)

Tire Fill Alert provides audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure

Horn, dual-note

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW 4-6-21

DEPARTMENT: Administration

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Approval of Wages and Benefit Changes for General Fund Department Heads and Non-Represented Employees, 2021-2025

SPECIFIC ACTION(S) REQUESTED: Approval to increase the wage scales for all General Fund Department Heads and General Fund Non-Represented employees by 2% for 2021, retroactive to January 1, 2021; 2% for 2022; 2% for 2023; 2% for 2024; and 2% for 2025; to increase the employer contributions to the dental/optical/hearing reimbursement accounts to \$600 for 2021, \$700 for 2022, \$800 for 2023, \$900 for 2024, and \$1,000 for 2025; and to replace the current Other Post-Employment Benefits Retiree Health program and retiree life insurance benefit with MERS Individual Healthcare Savings Accounts with an employer contribution of \$30 per month per employee.

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

DESCRIPTION OF ACTION: The County recently ratified collective bargaining agreements with the Correction Officers Unit, Correction Command Unit and the Barry County Courthouse Employees Association. The negotiating team continues to negotiate with the Deputies Unit and Command Officers Unit. The General Fund Department Heads and Non-Represented employees are not part a bargaining unit. I am recommending that the County agree to the wage and benefit changes as recommended in the motion.

TIME FRAME OF ACTION: Immediate.

FUNDING REQUIRED: YES * NO

**2% wage increase for 2021 has already been budgeted.*

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: General Fund & Special Revenue Funds (Courts)
3. AMOUNT REQUESTED: Approximately \$2,200 for Dental/Optical/Hearing increase in 2021, and \$7,920 for Retiree Health Savings Program contributions in 2021 (if all employees opt in)
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)
2% wage increase each year, 2021 through 2025; Dental/Optical reimbursement increases of \$100/year: \$600 in 2021, \$700 in 2022, \$800 in 2023, \$900 in 2024, and \$1,000 in 2025; \$30/month/employee contribution to Retiree Health Savings Accounts (for all employees, except those who are eligible to opt out.)
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: Renewal.

ANY OTHER PERTINENT INFORMATION: Attached is a list of position titles included in the General Fund Department Heads and General Fund Non-Represented group.

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

General Fund Department Heads and Non-Represented Position Titles

3-23-21

Administrative Assistant (Sheriff's Office)
Administrative Assistant (Jail)
Animal Shelter Director
Assistant Control 1 Monitor
Chief Assistant Prosecutor
Chief Public Defender
County Administrator
Custodial & Maintenance Supervisor
Deputy County Administrator
Deputy Trial Court Administrator
Deputy Trial Court Administrator
Divisional Administrator (Trial Court)
Emergency Management Coordinator
Executive Assistant (Administration)
First Deputy Clerk
Information Technology Director
Office Manager (Prosecutor's Office)
Planning & Zoning Director
Quasi Judicial Officer I
Quasi Judicial Officer II
Specialty Courts Program Manager
Undersheriff