

## BOARD OF COMMISSIONERS

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### ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AGENDA for MEETING on March 18, 2025, 5:00pm HISTORIC COURTHOUSE, COMMISSION ROOM

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1. Call to Order
2. Opening Ceremonies  
(Invocation and Pledge of Allegiance)
3. Roll Call
4. Adoption of Agenda
5. Consent Agenda
  - a. Board Meeting Minutes February 18, 2025
  - b. County Agricultural Preservation Board Appointment
    - John Fair
    - Larry Rice
  - c. Opioid Task Force Budget Amendment
    - 1 ESTABLISH BUDGET FOR USE OF OPIOID SETTLEMENT FUNDS

284-604-815.500	DRUG TESTING	50,000
284-604-816.000	CONTRACTUAL SERVICES	50,000
  - d. Tentative Agreements
    - E-911 Telecommunicators' Association
    - Police Officers Association of Michigan (POAM) Law Enforcement

*I move to approve the consent agenda items.*
6. Public Comment (4-minute limit per person)
7. Presentations
  - A. 2023 & 2024 Circuit Court Annual Report Presentation. Presented by Kathy Griffin
  - B. 2023 & 2024 District Court Annual Report Presentation. Presented by Judge Pattison
  - C. 2023 & 2024 Probate Court Annual Report Presentation. Presented by Judge Kane
  - D. 2024 Chief Public Defender Annual Report Presentation. Presented by Keith Stickley
8. County Administrator's Report

9. Committee Reports and Appointments
10. Unfinished Business
11. New Business
  - A. Resolution to Authorize Issuance of General Obligation Limited Tax Bonds, Series 2025.  
Presented by Angie Steinman  
*I move to approve the Resolution to Authorize Issuance of General Obligation Limited Tax Bonds, Series 2025.*
  - B. Resolution In Support of Midwest Energy & Communications Application for Broadband Equity Access & Deployment (BEAD) Program Funds. Presented by Dave Allen  
*I move to approve the Resolution In Support of Midwest Energy & Communications Application for Broadband Equity Access & Deployment (BEAD) Program Funds.*
  - C. Employee Handbook Sick Leave Policy. Presented by Teresa Cupp  
*I move to approve the revised sick leave policy due to the new Earned Sick Time Act (ESTA).*
12. Commissioner Comments (for items not on the agenda)
13. Closed Session Legal Opinion.  
*I move to go into closed session under Section 8 (h) of the Open Meetings Act to discuss a written legal opinion exempt from disclosure under the attorney-client privilege and section 13(1)(g) of the Freedom of Information Act.*
14. Adjournment

**ST. JOSEPH COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING  
February 18, 2025**

The Regular Session of the Board of County Commissioners for the County of St. Joseph, State of Michigan, was held in the Commission Chambers on February 18, 2025, at 5:00 p.m.

Chairman Jared Hoffmaster called the meeting to order.

The Pledge of Allegiance was recited, followed by an invocation by Commissioner Shaffer.

County Clerk Gina Everson called the roll, and the following commissioners were present:

Rusty Baker      Jared Hoffmaster      Ken Malone      Luis Rosado  
Rick Shaffer      Christina Yunker

Commissioner Absent: Terry Conklin

Also Present:

County Administrator Teresa Cupp, Finance Director Angie Steinman

**ADOPTION OF AGENDA**

It was moved by Commissioner Baker and seconded by Commissioner Malone to remove the closed session from the agenda and adopt the amended agenda. Motion carried.

**CONSENT AGENDA**

It was moved by Commissioner Rosado and seconded by Commissioner Baker to approve the consent agenda as presented. Motion carried.

Items Approved:

- Board Meeting Minutes (January 21, 2025)
- Artificial Intelligence (AI) Usage Policy
- Acceptable Use Policy
- Collective Bargaining Agreements:
  - AFSCME Family Court
  - AFSCME Friend of the Court
  - AFSCME General Unit
  - AFSCME Probate Court
  - District Court Association
  - FOP Corrections Division
- Board of Public Works Re-appointment of Eric Shafer
- Materials Management Planning Committee Appointment of Stephen Wolf

- Parks & Recreation Commission Board Re-appointments of John Dobberteen and Steve Zarza

## **PUBLIC COMMENT**

Kelly Weaver of White Pigeon

Paige Willis of White Pigeon

## **PRESENTATIONS**

- Rooted Safe House Presentation – Tiffany Wagler & Jim Stuck
- 2024 Building & Grounds Annual Report – Jody Alger
- 2023 & 2024 Friend of the Court Annual Report – Mary Herendeen
- 2024 Information Technology Annual Report – Dustin Bainbridge

## **COUNTY ADMINISTRATOR’S REPORT**

Administrator Teresa Cupp provided an update on county operations, including the wage study and an executive meeting time update to 3:00 p.m. for March 11th.

## **COMMITTEE REPORTS**

Commissioners Shaffer, Baker, and Rosado presented committee reports.

## **NEW BUSINESS**

### **Rooted Safe House Appropriation**

It was moved by Commissioner Rosado and seconded by Commissioner Yunker to approve the appropriation for Rooted Safe House in the amount of \$15,000 from CDBG Program Income Funds. Motion carried.

### **Budget Amendments**

- Jury System  
It was moved by Commissioner Baker and seconded by Commissioner Malone to approve the budget amendment as presented. Motion carried.
- COA Meals on Wheels Truck  
It was moved by Commissioner Shaffer and seconded by Commissioner Malone to approve the budget amendment as presented. Motion carried.

## **COMMISSIONER COMMENTS**

- Commissioner Rosado commented on the attendance at the meeting.

- Commissioner Yunker commented on the Rooted presentation.
- Commissioner Shaffer commented on Rooted and thanked the Road Commission.
- Commissioner Malone commented on the Rooted presenters.
- Commissioner Baker commented on the Rooted presentation.
- Commissioner Hoffmaster commented on Mr. Stuck and the Rooted presentation.

## **ADJOURNMENT**

It was moved by Commissioner Shaffer and seconded by Commissioner Malone to adjourn the meeting at 6:03 p.m. Motion carried.

Respectfully submitted by

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Gina Everson, County Clerk Register



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

125 Main St.  
P.O. Box 130  
Centreville, MI 49032-0277

## Board Agenda Request Form Appointment to County Board / Committee

Proposed Board Meeting Date: 3/18/25

Board / Committee: County Agricultural Preservation Board

Prepared by: Pat Kulikowski

Appointment Type: Reappointment Full

Name: John Fair

Address: on file

No. of Years of Term: 3-year term

Expiration Date: 3/6/28

Specific Action Requested:

Please consider the re-appointment of John Fair for a 3-year term to expire 03/06/2028.

Other Pertinent Information:

~~Attachment: Citizen Interest Form~~



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

125 Main St.  
P.O. Box 130  
Centreville, MI 49032-0277

## Board Agenda Request Form Appointment to County Board / Committee

Proposed Board Meeting Date: 3/18/25

Board / Committee: County Agricultural Preservation Board

Prepared by: Pat Kulikowski

Appointment Type: Reappointment Full

Name: Larry Rice

Address: on file

No. of Years of Term: 3-year term

Expiration Date: 3/6/28

Specific Action Requested:

Please consider the re-appointment of Larry Rice for a 3-year term to expire 03/06/2028.

Other Pertinent Information:

~~Attachment: Citizen Interest Form~~



**COUNTY ADMINISTRATOR**

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 277  
Centreville, MI 49032-0277

## **BOARD AGENDA REQUEST FORM**

**PROPOSED FOR BOARD MEETING OF:**

**DEPARTMENT:**

**PREPARED BY:**

**SUBJECT:**

**SPECIFIC ACTION REQUESTED:**

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

February 28, 2025

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS  
and  
SHERIFF OF ST. JOSEPH COUNTY

&

ST. JOSEPH COUNTY E-911 TELECOMMUNICATORS' ASSOCIATION

TENTATIVE AGREEMENTS – 2/28/25

The Parties tentatively agree to the changes to the Collective Bargaining Agreement set forth below. It is understood and agreed that this tentative agreement is subject to ratification by the unit membership and the St. Joseph County Board of Commissioners and subject to full agreement on all other outstanding issues.

1. Duration - 3 years

2. Wages

2025 – 5%

2026 – 3%

2027 – 3%

3. Wage Scale

Reduce scale to a 6-year scale as follows (scale below reflects the 5% increase for 2025 over current rates):

Start: \$21.46

1 Year: \$22.53

2 Year: \$23.60

3 Year: \$24.67

4 Year: \$25.74

5 Year: \$26.81

6 Year: \$27.88

4. Personal Days

Eliminate Floating Holidays and increase personal days to 5 total. Otherwise maintain current contract language on the number of holidays.

5. Health Care - increase amount for opt-outs to \$4,000 and clean up language

6. Retirement

Update the contract to reflect the Employer's 4.5% contribution to Employee's DC plan.

7. FMLA

Modify Article XIV, Section 1(A) as follows:

General. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months is eligible for a Family and Medical Leave Act leave for a period not to exceed twelve (12) weeks during a twelve (12) month rolling period, ~~beginning on the first day of the employee's leave and ending twelve (12) months later.~~ All Family and Medical Leave Act leaves must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Employer. A Family and Medical Leave Act leave of absence may be granted in the following cases:

8. Retroactivity

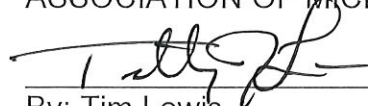
The changes to the Collective Bargaining Agreement reflected in these TA's will be applied retroactively back to January 1, 2025. The new Collective Bargaining Agreement will be effective January 1, 2025 through December 31, 2027.

ST. JOSEPH COUNTY

  
\_\_\_\_\_  
By: Leigh Schultz  
Its: Attorney

Date: 2-28-25

POLICE OFFICERS  
ASSOCIATION OF MICHIGAN

  
\_\_\_\_\_  
By: Tim Lewis  
Its: Business Agent

Date: 2-28-25

*All proposals are subject to agreement on specific language to be contained in separate, written Tentative Agreements signed and dated by authorized representatives of the Employer and the Union. The Employer reserves the right to add or withdraw, modify, alter or delete proposals, responses and counter proposals at any time during bargaining until a Tentative Agreement is reached on all outstanding issues. All Tentative Agreements are subject to ratification by both the Union Membership and the County Board of Commissioners.*

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS  
and  
SHERIFF OF ST. JOSEPH COUNTY

&

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
Law Enforcement Division

TENTATIVE AGREEMENTS – 2/28/25

The Parties tentatively agree to the changes to the Collective Bargaining Agreement set forth below. It is understood and agreed that this tentative agreement is subject to ratification by the unit membership and the St. Joseph County Board of Commissioners and subject to full agreement on all other outstanding issues.

1. Duration: 3 years

2. Wages

2025 – \$1.00/hr. market adjustment plus 5% (amounting to approximately 8.1% overall)  
2026 – 3%  
2027 – 3%

3. Holidays

Modify Section 17.2 as follows:

17.2.

(A) Employees working eight (8) hour shifts shall receive time and one-half (1-1/2) their regular hourly base rate for all hours worked in addition to eight (8) hours pay for the holidays listed in Section 17.1. (Example: 8 hours worked on a holiday would be paid as 8 hours x 1.5 = 12 hours plus 8 hours = a total of 20 hours paid at regular hourly base rate.)

(B) (1) Employees working ten (10) hour shifts shall receive ten (10) hours of pay at 1-1/2 times their regular hourly base rate, plus their regular hourly base rate for all hours worked. (Example: 10 hours worked on a holiday would be paid as 10 hours x 1.5 = 15 hours plus 10 hours = a total of 25 hours paid at regular hourly base rate.)

(2) Overtime shall be paid at the regular overtime rate for all hours worked in excess of ten (10) hours on a holiday.

(C) (1) Employees working twelve (12) hour shifts shall receive ~~eight~~ (8)twelve (12) hours of pay at 1-1/2 times their regular hourly base rate, plus their regular hourly base rate for all hours worked. (Example: 12 hours worked on a holiday would be paid as ~~8-12~~ hours x 1.5 = ~~12-18~~ hours plus 12 hours = a total of ~~24-30~~ hours paid at regular hourly base rate.)

(2) Overtime shall be paid at the regular overtime rate for all hours worked in excess of twelve (12) hours on a holiday.

(GD) Employees shall be paid the holiday extra pay if their shift commences on the date of the actual holiday. (Examples: Employees that start their 12 hour shift at 6 p.m. on July 3rd would receive no holiday extra pay for that shift. Employees that start their shift at 6 p.m. on July 4th and work until 6 a.m. on July 5th, would receive the holiday extra pay of ~~8-12~~ hours at 1-1/2 times their regular hourly base rate plus their regular hourly base rate for 12 hours worked = ~~2430~~ hours paid at regular hourly base rate.)

#### 4. Bereavement Leave

Move "parent" to the 5 day category and add "nieces and nephews" to the 1 day category. Also move "aunt" and "uncle" to the 3 day category, and to add "grandparent-in-law" to the 3 day category.

#### 5. Insurances

Increase opt-out pay for employees who have health insurance from another source to \$4,000.

#### 6. Uniform and Footwear Allowance

Increase annual reimbursement amount to \$200 per calendar year for approved footwear and/or approved equipment only; not \$200 each.

#### 7. FTO Pay

Pay an employee assigned to FTO an additional \$1.00/hr while performing FTO duties.

#### 8. OIC Pay

Pay an additional \$1.00 per hour to the assigned OIC.

9. LOU's

Incorporate into the CBA the existing LOU related to Lateral Hires (dated August 15, 2023).

10. Vacation

Modify Section 16.1 to provide 5 days/40 hours of vacation to new full-time employees upon hire.

11. Hours of Work – for 10 Hour Shifts

Modify Article XIII as follows:

13.1.

- (A) The normal work period consists of one hundred sixty (160) hours worked within a twenty-eight (28) consecutive day period.
- (B)
  - (1) The normal work day consists of either twelve (12), ten (10) or eight (8) hours inclusive of a paid meal period.
  - (2) Shifts shall continue to be filled pursuant to Section 14.1 of the Collective Bargaining Agreement.
  - (3) The schedule for Deputies shall be operated on a fourteen (14) day repeatable schedule that will repeat over the course of a sixteen (16) week schedule period.
  - (4) Work schedules shall be prepared and posted for a period of thirty (30) days prior to effective date.
  - (5) Work schedules may be changed when the staffing needs of the Department so require.
- (C)
  - (1) The Sheriff retains the right to utilize shifts consisting of eight (8), ten (10) or twelve (12) hours or any combination thereof at any time pursuant to Article III, Management Rights.
  - (2) The hours of work shall be determined by the Sheriff.
  - (3) The Sheriff retains the right to return to eight (8) hour shifts upon fourteen (14) calendar days' written notice to the Union.

- (D) Employees are allowed two (2) fifteen (15) minute breaks per day which are to be taken to allow for the continuous operation of the Department.
- (1) However, breaks not taken shall not accumulate and cannot be used to shorten the employee's work shift.

### 13.2 Overtime.

- (A) Time and one-half (1-1/2) will be granted for those working eight (8) hour shifts under any of the following conditions:
- (1) Daily – All work performed in excess of eight (8) hours in any twenty-four (24) hour period, excepting overtime created due to shift selection by an employee. Example: No overtime for changes in midnight shift if the employee works sixteen (16) straight hours.
- (2) Periodically – All work performed in excess of one hundred sixty (160) hours in any twenty-eight (28) day pay period.
- (3) No compensatory time may be accumulated and all overtime shall be paid as provided in (1) and (2) above.
- (B) Overtime for ten (10) hour shifts shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly base rate of pay for work performed in excess of ten (10) regular shift hours in any twenty-four (24) hour period and in excess of eighty (80) hours in any scheduled bi-weekly pay period. There shall be no compounding of premium pay as a result of this scheduling change.
- (C) Overtime for twelve (12) hour shifts shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly base rate of pay for work performed in excess of twelve (12) regular shift hours in any twenty-four (24) hour period and in excess of eighty (80) hours in any scheduled bi-weekly pay period. There shall be no compounding of premium pay as a result of this scheduling change.

## 12. FMLA

Modify Article XIX, Section 19.3(a) as follows:

- a. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months is eligible for a Family and Medical Leave Act leave for a period not to exceed twelve (12) work weeks during a twelve (12) month rolling period, except as noted under #5; ~~beginning on the first day of the employee's leave and ending twelve (12) months later.~~ All Family and Medical Leave

Act leave requests must be in writing, must give the reason for the leave, must give the expected duration of the leave and must be approved by the Director. A Family and Medical Leave Act leave of absence may be granted in the following cases:

13. Article XVIII, Personal Leave

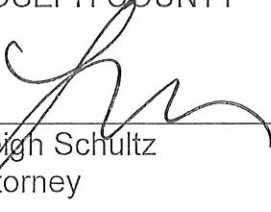
Modify Section 18.12 as follows:

18.12. ~~Twenty four (24)~~ Thirty-Six (36) hours per calendar year (prorated for new employees after the first sixty (60) days of employment) may be used as personal leave in not less than one (1) hour increments upon twenty-four (24) hours prior notice and approval by the Sheriff or his designee. The Employer may waive the notice requirement. Personal leave hours shall not accumulate from year to year and will have no monetary value.

14. Retroactivity

The changes to the Collective Bargaining Agreement reflected in these TA's will be applied retroactively back to January 1, 2025. The new Collective Bargaining Agreement will be effective January 1, 2025 through December 31, 2027.

ST. JOSEPH COUNTY



By: Leigh Schultz  
Its: Attorney

Date: 2-28-25

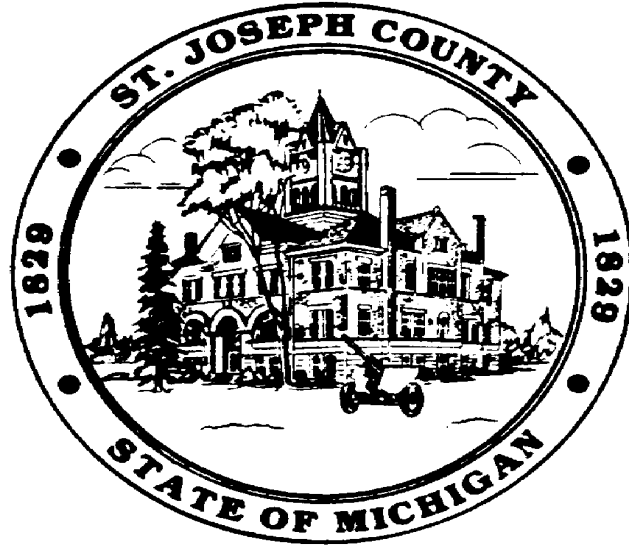
POLICE OFFICERS  
ASSOCIATION OF MICHIGAN



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45TH CIRCUIT COURT  
2023/2024 ANNUAL  
REPORT

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# THE CIRCUIT COURT – TRIAL DIVISION

## Honorable Paul Stutesman

While the Circuit Court encompasses many areas, such as all Juvenile Proceedings and Friend of The Court actions, this report will be based on the trial division only.

The Staff of the 45<sup>th</sup> Circuit Court Trial Division consists of Kathryn Griffin, Court Administrator, and Samantha Overholt, Judicial Secretary/Court Reporter.



### Technology Advancements

2023 the JAVS recording system was upgraded in each Courtroom. We have also begun the process of moving our Case Management system to the State Judicial Information System and will hopefully be completely done with that in 2025. The use of remote hearings has continued for all our domestic and civil cases for the initial proceedings and in person is only required for Evidentiary Hearings and Trials.

### SSSPP Program

Through a grant from State Court Administrative Office (SCAO), the Swift and Sure Sanctions Probation Program (SSSPP) is in the twelfth year of implementation. This intensive probation program is intended to defer high-risk defendants from prison through counseling, substance abuse treatment, and other forms of rehabilitation, such as Cognitive Behavioral Therapy. This program is a collaborative between the Michigan Department of Corrections,

St. Joseph County Community Corrections, Community Mental Health and Substance Abuse Services of St. Joseph County, the Twin County Community Probation Center and Day Reporting Center, the St. Joseph County Sheriff's Department, and many other treatment providers. The design of the program funnels participants through four phases of intensive supervision, drug and alcohol testing, treatment, and clinical case management to allow participants an opportunity to gain necessary skills for the prevention of recidivism. Program violations result in immediate sanctions, which are a proven component of an effective probation.

## Adult Drug Court Treatment Program

Through grants from the State Court Administrative Office (SCAO) and the Bureau of Justice Assistance (BJA), the Adult Drug Treatment Court (ADTC) continues to provide necessary services to qualifying drug offenders. The ADTC team is comprised of many of the same organizations as the Swift & Sure Sanctions Probation Program, but has a greater focus on treatment, rather than sanctions. There are weekly team meetings followed by weekly court sessions for the participants. During this five phase intensive probation and treatment program, participants gain tools for their recovery process and an understanding of how that relates to criminal behavior. Nationwide, 75% of drug court participants who successfully complete a program remain arrest-free for a minimum of two years following completion.

## Associations, Committees and Involvement

Judge Stutesman has been a member in the Michigan Judges Association (MJA) as an Executive Committee member and officer. As a representative of MJA he is currently on several others sub-committees such as the State Bar of Michigan Legislative Council.

Ms. Griffin is a long standing member of the Michigan Association of Circuit Court Administrators (MACCA) and the National Association for Court Management (NACM).

In 2024 Ms. Griffin began training Samantha Overholt, as part of the Courts Succession Planning, to take over the role of Court Administrator. Samantha has done a wonderful job learning that role.

Both MJA and MACCA review and comment on legislation of importance to Michigan's judicial system. In addition they coordinate efforts with the Michigan Supreme Court and works to promote adequate resources for the judicial branch of government. Both Judge Stutesman and Ms. Griffin are appointed to many committees with the State.

Judge Stutesman is actively involved with the Michigan Judicial Institute and has been a speaker and presenter at many of their educational seminars. There are numerous other committees through State Court Administrative Office that he is also involved.

While all revenue sources are handled through the County Clerk's Office, the Circuit Court orders and enforces fines and costs in all criminal cases. Additional revenue comes from the State, from filing fees and court costs assessed by the County Clerk's Office.

Through the cooperation and diligence by County Clerk deputies, the Court has a collection process in place and Order to Show Cause Hearings are conducted bi-monthly to enforce collection.

## Case Management

The 45<sup>th</sup> Circuit strictly adheres to the Michigan Court Rules time guidelines and SCAO Orders regarding caseload management.

All Caseload Data is on the State Court website and is open to public for viewing. There are many aspects to compare the data, including comparison to other similar counties in Michigan. All data can be found on the interactive site: <https://www.courts.michigan.gov/publications/statistics-and-reports/interactive-court-data-dashboard/>

In addition to case timelines and guidelines you can also find our yearly Public Satisfaction Survey results online as well. However for 2023 it was not required by the State. Previous years can be located here: <https://www.courts.michigan.gov/publications/statistics-and-reports/public-satisfaction-survey/>

# 3B District Court Annual Report 2023

## 3B District Court Staff:

**Presiding Judge:** Robert K. Pattison (*Term expires 2024*)      **Chief Judge Pro-Tem:** Jeffrey C. Middleton (*Term expires: 2027*)

**Court Administrator/Magistrate:** Tabitha Wedge (*hired 1987*)      **Magistrate:** Mark Trowbridge Sr. (*resigns 2023-relocated*)

**Probation Officer/Magistrate:** Autumnne Keifer (*hired 2014*)      Luke Lori (*hired 2023*)

**Probation Officers:** Daniel Frazine (*hired 2015*),      Matthew Huff (*hired 2020*)

**Judicial Secretaries/Court Recorders:** Lori Rumsey (*hired 1991*),      Laura Moore (*hired 2021*)

**Deputy Clerks:**

Michelle Baker (*hired 2013*),      Kristi Meabon (*hired 2015 resigns 2023*),      Sara Troyer (*hired 2017 resigns 2024*),  
Jenny Hagner (*hired 2019*),      Guadalupe Seymour (*hired 2021*),      Priscilla Macias (*hired 2021*),  
Shayna Hovarter (*hired 2021*),      Kim Steele (*hired April 2022*),      Lisa Shugars (*hired September 2022*)  
Elaine Gibson (*hired Jan 2024-due to staff resignation*)      Stephanie Moore (*hired October 2024-due to staff resignation*)

**Internship Deputy Clerk:** Reagan Roller (*January—April 2023*)

## 3B District Court Highlights

### “Some” Unexpected:

- ◆ Deputy Clerk resigns position and one transfers to County Clerk-Circuit Court and one to Friend of Court.
- ◆ Continued Clerical vacancies which impact court hiring, training and case processing times.
- ◆ Magistrate retires due to family relocation
- ◆ Return of Interim Deputy Clerk Clerical Internship
- ◆ Court Administrator, Tabitha Wedge, receives Dave Walsh Distinguished Service Award for *Leadership in Court Administration in the State of Michigan*
- ◆ First (1st) 3B District Court Administrator, David Recher, passed away.
- ◆ Courtroom YouTube viewers make money donation to Community Corrections to assist 3B District Court sobriety court participants.
- ◆ County Employee Contests: District Court 's competitive side takes 1st Place with Judge Pattison's winning soup. 😊

- Judge Pattison's Courts in Schools Program continues with plans to resume. The program includes assistance from Probation Officer/Magistrate Autumnne Keifer. This program is designed to show local high school students a real court session, combined with information on the consequences of substance use and driving under the influence.
- Judge Middleton and Judge Pattison fulfill service assignments to other courts upon disqualification requests through State Court Administrator Office (SCAO).
- Tabitha Wedge continues to serve on the Michigan Court Administrator's Association (MCAA) Board as Treasurer. She holds several Chairperson positions representing Court Administration on committees, maintains the Association website and actively assists with the planning and overseeing of the annual conference. (*She was honored with the Dave Walsh Distinguished Service Award for Leadership and Dedication in Court Administration at the 2023 Fall Conference.*)
- Judges, Administrator, Magistrates, Probation Officers and Clerks continue to take advantage of trainings and networking opportunities available through yearly Association related conferences, State Court Administrator and Michigan Judicial Institute trainings.
- Judge Middleton, Judge Pattison and Autumnne Keifer remain active participants with the Community Corrections Advisory Board.
- Autumnne Keifer and Luke Lori serve on the Twin County Community Probation Center (TCCPC) Board.
- Juvenile Court **Community Service**, as well as the Courthouse Security Team, offer assistance with various District Court routine tasks.
- Courthouse building renovation planning discussions continue.
- Random YouTube viewers make payments for clients through the website.

## 3B District Court Caseload Dashboard

<b>Non-Traffic Case Filing 2021-2023</b>				<b>Traffic Case Filing 2021-2023</b>			
Case Type	2021	2022	2023	Case Type	2021	2022	2023
Felony	797	1143	1174	Misdemeanor & Civil Infractions	4588	5472	6505
Misdemeanors	661	1481	1207	Parking	41	18	22
Civil Infractions	907	907	896	OWI	112	219	204
<b>Totals</b>	<b>2365</b>	<b>3531</b>	<b>3277</b>	<b>Totals</b>	<b>4741</b>	<b>5709</b>	<b>6731</b>


<b>Civil Case Filing 2021-2023</b>			
<i>Note: Legislation guidelines and COVID restrictions impacted Landlord-Tenant case processing</i>			
Case Type	2021	2022	2023
Civil	1536	1748	1735
Small Claims	114	137	144
Summary	404	580	509
<b>Totals</b>	<b>2054</b>	<b>2465</b>	<b>2388</b>

### Warrant Activity 2023

**Search Warrants Issued: 294**

**Criminal Arrest Warrants Issued:**  
*Felony: 340      Misdemeanor: 369*

**Bench Warrants Issued: 350**



New/Revised Legislation Impacts:

- Landlord Tenant Case Handling
- Clean Slate
- Michigan Judicial Continued Education Credits
- Continued provisions to Pretrial Supervision Legislation
- Continued advancement with Michigan Indigent Defense guidelines

### 3B District Court Sobriety Treatment Court

The 3B District Court Sobriety Court continues to operate as a certified Sobriety Court through the State Court Administrative Office. The Sobriety Court receives:


- Public Act 2 prevention funding provided for ignition interlock device installations for participants who qualify to have a restricted license in Michigan and alcohol/drug testing required by Sobriety Court guidelines.
- Michigan Drug Court Grant to assist with financial assistance for Luke Nofsinger, who serves as Defense Counsel, and D. Spencer Price who facilitates a weekly SUD CBT group to address criminogenic needs or risk factors that affect recidivism.

The goal of the sobriety-specialty courts is to reduce recidivism by providing participants with access to treatment, intensive supervision, and judicial review, for the purpose of maintaining long term recovery from substance use and increase public safety. The four-phase program takes, at minimum, 12 months to complete and participants are required to engage in treatment, attend recovery support groups, and complete community service, in addition to the court obligations of reporting to probation, reviews with the judge, and testing for drugs and alcohol.

New Participants in 2023—#12

Successful Completions in 2023— #9

Unsuccessful Discharges in 2023— #4 (noncompliant)



**Sobriety Court Team Members:**

Jeffrey C. Middleton – District Judge  
 Autumnne Keifer – District Court Probation Officer  
 Matthew Huff – District Court Probation Officer  
 Daniel Frazine – District Court Probation Officer

Pam Kiser – Day Reporting Center/Twin County Community Probation Center  
 Melissa Bliss – Community Corrections/SOBC Program Coordinator  
 Luke Nofsinger – Defense Counsel  
 D. Spencer Price –Private Treatment Provider  
 Betsy Wright— CMHSAS/Treatment Provider

# 3B District Court Financial Dashboard

## 2023 Revenue Collections

Caseflow Asst-OWI	\$ 7,504.57
Caseflow Asst-Drug	\$
Victim Rights Program-DC **	\$ 6,732.81
Court Costs**	\$ 206,669.18
Reimbursed Court Appt Attorney	\$ 37,412.00
Civil Fees (Various)	\$ 70,650.00
Civil Fees (Filing) **	\$ 49,823.10
Contempt Charges	\$ 725.00
Miscellaneous Revenue	\$ 30,076.00
Oversight Fees	\$ 51,062.00
Screening Fees	\$ 5,805.00
Bond Forfeitures	\$ 15,110.00
Ordinance Fines **	\$ 73,522.51
Interest CD	\$ 193.06
Cash Short/Over	\$ 15.00
County Booking Fee	\$ 140.00
State Booking Fee	\$ 28.00
DC Jury Fees	\$ 40.00
Yearly Total:	\$ 555,508.23

*\*\*Indicates money collected is different than the portion that is retained at the county. Note: Court revenue figures may differ slightly from County records as they are generated yearly from January-December and may reflect credits and/or necessary adjustments that have been made.*

### TOTAL FEES COLLECTED THRU THE 3B DISTRICT COURT FOR 2023:

Fees: \$ 1,285,222.71  
 Bonds: \$ 288,802.26  
 Witness/Jury Received: \$ 1,456.80

2023 Total Monies handled through the Court: \$ 1,575,481.77

## Distribution of Various Court Revenue

The **State of Michigan** receives the following revenues from court cases:

- \$40 from each traffic civil infraction.
- \$10 from each non-traffic civil infraction.
- \$50 costs and \$75 Crime Victim Rights fee on each misdemeanor (changed effective 4/1/12).
- 56% - 79% from each civil case filing fee (depending on the case value).
- \$10 from each \$20 motion fee.

*County Library Fund receives the penal fine portion of assessments on all cases written under state law.*

*Municipalities: Cities, Villages, Townships receive 1/3 of the fine/cost assessments on cases written under ordinance violations.*

**The majority of other revenue collected goes to St. Joseph County.**

**Credit Card Revenue:** The court uses Allpaid, formerly Government Payment Services, and Fivepoint to accept credit card payments.

- ◇ Allpaid allows for payments to be made 24 hours a day, by telephone or online.
- ◇ Fivepoint allows for payments to be made online, the District Court counter or KIOSK area.
- ◇ The Court is working to provide software programming changes to the Case Management System to allow payments to post to the cases from the online case viewing website.

**Total Credit Card Payments:**

**\$ 499,160.38**

**Total Credit Card Transactions: 4299**

## 3B District Court Probation 2023 Statistics:

Each Probation Officer is assigned individual clients resulting in direct supervision responsibilities. These include Alcohol/Drug testing orders, fees being paid, work history and meeting with probationers on a regular basis. Oversight fees are charged as an expense to monitor the defendant placed on a probation term. Screening fees are an additional requirement for various Alcohol and Drug convictions. Both of these fees are not subject to a State Breakdown and the monies collected are 100% payable to the County Funding Unit.

January 1st: Number of Adult Probationers 322

Between January 1st-December 31st: Number of Probationers entering 262

Between January 1st-December 31st: Number of Probationers Discharged 242

Breakdown Offenses for December 31st Probationers:

\*Felony reduction offenses: 21

\*Misdemeanor offenses: 321

Breakdown of Probationers Serious Offense Categories:

Total: 342

Drug Law Violation: 20

Operate while Intoxicated 117

Other offenses: 205



# 2023 Procedural, Operational & Legislation Highlights

## **District Court continues to face challenges throughout 2023:**

- \*\*Hiring, training and transferring of several clerical staff positions after the retirements of long term employees who held years of knowledge and experience and have left lasting operational results.*
- \*\*Continued 2021 Legislation changes affect procedures, processing times and staff training.*

## **Court Building Renovations:**

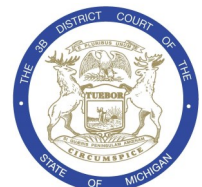
- \*\*Interior modifications began inside the building concerning several pipes.*
- \*\*Phasing and beginning steps began for remodeling phase process.*
- \*\*Roof construction starts in October.*

## **Legislation Changes, Operational Administrative and Staff Knowledge Responsibilities :**

- \*\*Landlord Tenant case handling, court hearings and service requirements evolve increasing staff responsibilities.*
- \*\*Clean Slate—Set Aside Legislation causes unexpected data shutdowns to criminal data for several months. In addition, increased staff responsibilities were required to re-align computer data to Michigan State Police records for data accuracy.*
- \*\*Continued Judicial Education Program announced to begin in January 2024 requiring additional continued education certification credits for Judges and Magistrates.*
- \*\*Multiple Court Rule & Administrative Order amendments throughout the year.*
- \*\*Constant flow for amended and new form(s) with implementation and expiration date requirements.*

## **Technology:**

- \*\*Continued processing upgrades to the e-citation system with implementation to police vehicles.*
- \*\*Implemented TV monitors for Court announcements and calendar viewing.*
- \*\*Implemented KIOSK purchase to offer payments and court check-in feature.*
- \*\*Complete upgrade to Courtroom C and D with JAVS recording equipment systems.*
- \*\*Added second online Credit Card Company providing a reduced service fee to the patrons we serve.*
- \*\*Case Management Updates made to meet Legislation reporting requirements and allow court hearing email reminders.*
- \*\*Upgrade to the microfilm equipment.*
- \*\*Preparation made for the installation of a Courthouse Fingerprint Livescan Unit.*



# 3B District Court Annual Report 2024

## 3B District Court Staff:

**Chief Judge/Presiding District Judge:** Robert K. Pattison (*Term expires 2029*)

**Chief Judge Pro-Tem:** Jeffrey C. Middleton (*Term expires: 2027*)

**Court Administrator/Magistrate:** Tabitha Wedge (*hired 1987*)

**Magistrate:** Luke Lori (*hired 2023*)

**Probation Officer/Magistrate:** Autumnne Keifer (*hired 2014*)

**Probation Officers:** Daniel Frazine (*hired 2015*),

Matthew Huff (*hired 2020*)

**Judicial Secretaries/Court Recorders:** Lori Rumsey (*hired 1991*)

Laura Moore (*hired 2021*)

### **Deputy Clerks:**

Michelle Baker (*hired 2013*),

Sara Troyer (*hired 2017 resigns 2024*),

Jenny Hagner (*hired 2019*),

Guadalupe Seymour (*hired 2021*),

Priscilla (Macias) Walton (*hired 2021*),

Shayna Hovarter (*hired 2021*),

Kim Steele (*hired April 2022*),

Lisa Shugars (*hired September 2022*)

Elaine Gibson (*hired Jan 2024*)

Stephanie Moore (*hired October 2024*)

**Part-time Deputy Clerk:**

Ella Yunker (*December 2024*)

## 3B District Court Highlights

### “Some” Unexpected:

- ◆ Deputy Clerk resigns position and transfers to Friend of Court.
- ◆ Continued Clerical vacancies impact court hiring, training and case processing times.
- ◆ Clerical staff transition to different departmental areas of the court.
- ◆ Three employees have expectant newborns and a clerical staff member is on a twelve week maternity leave.
- ◆ Judge Pattison becomes the Chief Judge/Presiding Judge of District Court.
- ◆ Deputy Court Administrator’s position is approved and development of a job description.

- Judge Pattison’s Courts in Schools Program continues with plans to resume. The program includes assistance from Probation Officer/Magistrate Autumnne Keifer. This program is designed to show local high school students a real court session, combined with information on the consequences of substance use and driving under the influence.
- Judge Middleton and Judge Pattison fulfill service assignments to other courts upon disqualification requests through Sate Court Administrator Office (SCAO).
- Tabitha Wedge continues to serve on the Michigan Court Administration’s Association (MCAA) Board as Treasurer. She holds several Chairperson positions representing Court Administration on committees, maintains the Association website and actively assists with the planning and overseeing of the annual conference.
- Tabitha Wedge graduates the Certified Court Executive program. It is a partnership with the National Center for State Courts (NCSC) and the Michigan Court Administration Association (MCAA) to provide an affordable in-state opportunity for court managers.
- Judges, Administrator, Magistrates, Probation Officers and Clerks continue to take advantage of trainings and networking opportunities available through yearly Association related conferences, State Court Administrator and Michigan Judicial Institute trainings.
- Judge Middleton, Judge Pattison and Autumnne Keifer remain active participants with the Community Corrections Advisory Board.
- Autumnne Keifer and Luke Lori serve on the Twin County Community Probation Center (TCCPC) Board.
- Courthouse building renovation planning discussions continue.

# 3B District Court Caseload Dashboard

## Non-Traffic Case Filing 2022-2024

Case Type	2022	2023	2024
Felony	1143	1174	905
Misdemeanors	1481	1207	1306
Civil Infractions	907	896	608
<b>Totals</b>	<b>3531</b>	<b>3277</b>	<b>2819</b>

## Traffic Case Filing 2022-2024

Case Type	2022	2023	2024
Misdemeanor & Civil Infractions	5472	6505	6055
Parking	18	22	23
OWI	219	204	178
<b>Totals</b>	<b>5709</b>	<b>6731</b>	<b>6256</b>

## Civil Case Filing 2022-2024

*Note: Legislation guidelines and COVID restrictions impacted Landlord-Tenant case processing*

Case Type	2022	2023	2024
Civil	1748	1735	2425
Small Claims	137	144	122
Summary	580	509	459
<b>Totals</b>	<b>2465</b>	<b>2388</b>	<b>3006</b>

## Warrant Activity 2024

**Search Warrants Issued: 330**

**Criminal Arrest Warrants Issued:**

*Felony: 229      Misdemeanor: 336*

**Bench Warrants Issued: 269**



### New/Revised Legislation Impacts:

- Landlord -Tenant Case Handling
- Small Claims amounts increase
- Clean Slate Set Aside continues
- Michigan Judicial Continued Education Credits
- Extreme Risk Personal Protection Orders (ERPO)

## 3B District Court Sobriety Treatment Court

The 3B District Court Sobriety Court continues to operate as a certified Sobriety Court through the State Court Administrative Office. The Sobriety Court receives:

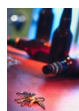
- Public Act 2 prevention funding provided for ignition interlock device installations for participants who qualify to have a restricted license in Michigan and alcohol/drug testing required by Sobriety Court guidelines.
- Michigan Drug Court Grant to assist with financial assistance for Luke Nofsinger, who serves as Defense Counsel, and D. Spencer Price who facilitates a weekly SUD CBT group to address criminogenic needs or risk factors that affect recidivism.

The goal of the sobriety-specialty courts is to reduce recidivism by providing participants with access to treatment, intensive supervision, and judicial review, for the purpose of maintaining long term recovery from substance use and increase public safety. The four-phase program takes, at minimum, 12 months to complete and participants are required to engage in treatment, attend recovery support groups, and complete community service, in addition to the court obligations of reporting to probation, reviews with the judge, and testing for drugs and alcohol.

New Participants in 2024—# 8

Successful Completions in 2024—# 9

Unsuccessful Discharges in 2024— # 1 (noncompliant)



### Sobriety Court Team Members:

- Jeffrey C. Middleton – District Judge
- Autumne Keifer – District Court Probation Officer
- Matthew Huff – District Court Probation Officer
- Daniel Frazine – District Court Probation Officer
- Pam Kiser – Day Reporting Center/Twin County Community Probation Center
- Melissa Bliss – Community Corrections/SOBC Program Coordinator
- Luke Nofsinger – Defense Counsel
- D. Spencer Price –Private Treatment Provider
- Betsy Wright— CMHSAS/Treatment Provider

*\*On-site certification audit 2024; Program received certification thru 2028\**

# 3B District Court Financial Dashboard

## 2024 Revenue Collections

Caseflow Asst-OWI	\$ 7,034.96
Caseflow Asst-Drug	\$
Victim Rights Program-DC **	\$ 5,400.53
Court Costs**	\$ 174,798.95
Reimbursed Court Appt Attorney	\$ 34,907.34
Civil Fees (Various)	\$ 65,385.00
Civil Fees (Filing) **	\$ 62,946.00
Contempt Charges	\$ 250.00
Miscellaneous Revenue	\$ 24,798.50
Oversight Fees	\$ 46,014.95
Screening Fees	\$ 6,916.00
Bond Forfeitures	\$ 100.00
Ordinance Fines **	\$ 72,963.50
Interest CD	\$ 213.65
Cash Short/Over	\$ -12.06
County Booking Fee	\$ 40.00
State Booking Fee	\$ 8.00
DC Jury Fees	\$ 80.00
Yearly Total:	\$ 501,845.32

*\*\*Indicates money collected is different than the portion that is retained at the county. Note: Court revenue figures may differ slightly from County records as they are generated yearly from January-December and may reflect credits and/or necessary adjustments that have been made.*

**TOTAL FEES COLLECTED THRU THE 3B DISTRICT COURT FOR 2024:**

Fees: \$1,214,371.09  
 Bonds: \$153,132.92  
 Witness/Jury Received: \$2,740.80

2024 Total Monies handled through the Court: \$1,370,244.81

## Distribution of Various Court Revenue

The **State of Michigan** receives the following revenues from court cases:

- \$40 from each traffic civil infraction.
- \$10 from each non-traffic civil infraction.
- \$50 costs and \$75 Crime Victim Rights fee on each misdemeanor (changed effective 4/1/12).
- 56% - 79% from each civil case filing fee (depending on the case value).
- \$10 from each \$20 motion fee.

*County Library Fund receives the penal fine portion of assessments on all cases written under state law.*

*Municipalities: Cities, Villages, Townships receive 1/3 of the fine/cost assessments on cases written under ordinance violations.*

**The majority of other revenue collected goes to St. Joseph County.**

**Credit Card Revenue:** The court uses Allpaid, formerly Government Payment Services, and Fivepoint to accept credit card payments.

- ◇ Allpaid allows for payments to be made 24 hours a day, by telephone or online.
- ◇ Fivepoint allows for payments to be made online, the District Court counter or KIOSK area.
- ◇ The Court is working to provide software programming changes to the Case Management System to allow payments to post to the cases from the online case viewing website.

**Total Credit Card Payments:**

**\$ 471,842.46**

**Total Credit Card Transactions: 4401**

## 3B District Court Probation 2024 Statistics:

Each Probation Officer is assigned individual clients resulting in direct supervision responsibilities. These include Alcohol/Drug testing orders, fees being paid, work history and meeting with probationers on a regular basis. Oversight fees are charged as an expense to monitor the defendant placed on a probation term. Screening fees are an additional requirement for various Alcohol and Drug convictions. Both of these fees are not subject to a State Breakdown and the monies collected are 100% payable to the County Funding Unit.

January 1st: Number of Adult Probationers 342

Between January 1st-December 31st: Number of Probationers entering 197

Between January 1st-December 31st: Number of Probationers Discharged 219

Breakdown Offenses for December 31st Probationers:

\*Felony reduction offenses: 24

\*Misdemeanor offenses: 296

Breakdown of Probationers Serious Offense Categories:

Total: 320

Drug Law Violation: 23

Operate while Intoxicated 98

Other offenses: 199



# 2024 Procedural, Operational & Legislation Highlights

## **District Court continues to face challenges throughout 2024:**

- \*\*Hiring, training and transitioning of clerical staff positions*
- \*\*Short-staff with vacant clerical position until end of October 2024*
- \*\*Judicial Secretary/Court Recorder submits retirement notice for January 2025*
- \*\*Staff members are out on Family Medical Leave-maternity and paternity*
- \*\*Learning curve for conducting daily business after Juvenile/Probate and Friend Court transition to Three Rivers Court Building*
- \*\*Court participates in the National Center for State Court (NCSC) and State Court Administrators Office (SCAO) weighted caseload study*
- \*\*Board of Commissioners approve development and hiring of Deputy Court Administrator position*
- \*\*Court agrees to conduct a Mock Trial in 2025 for Home-schooled 8th Graders. Judge Middleton to oversee and judge performance*

## **Court Building Renovations:**

- \*\*Planning and development phases begin with all affected departments*
- \*\*Phasing and beginning steps continue for remodeling phase*

## **Three Rivers Court Building:**

- \*\*May 2024 marked the date the Juvenile/Probate and Friend of the Court relocated*

## **Legislation Changes, Operational Administrative and Staff Knowledge Responsibilities :**

- \*\*Alternative Funding for Trial Court-Implementation of Teams each with specific goals  
-Operational Costs Funding, Funding Distribution, Uniform Assessments & Indigency Determination and Collections systems*
- \*\*Landlord Tenant case handling, court hearings and service requirements evolve increasing staff responsibilities*
- \*\*Clean Slate—Set Aside Legislation continues which increases staff responsibilities and required realignment of computer data to Michigan State Police records for data accuracy*
- \*\*Continued Judicial Education Program begins January 2024 requiring additional continued education certification credits for Judges and Magistrates*
- \*\*Multiple Court Rule & Administrative Order amendments throughout the year*
- \*\*Constant flow for amended and new form(s) with implementation and expiration date requirements*

## **Technology:**

- \*\*Onbase upgrade planning due to Juvenile/Probate Court continues*
- \*\*Additional court cell phones necessary as County implements cellular and email security changes*
- \*\*County Email domain changes for everyone from .org to .gov*
- \*\*AI workforce with court representation begins*

## **Other:**

- \*\*August primary for the St. Joseph County Sheriff and the Prosecutor and its impact on operations*





PROBATE COURT  
2023-24 ANNUAL  
REPORT

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# THE PROBATE COURT

## Honorable Kevin M. Kane

The Probate Court encompasses many areas, such as all mental health petitions and involuntary commitments including judicial admissions, guardianship and conservatorship actions for both adults and minors, developmentally disabled person guardianship actions, decedent's estates, contested trusts, civil filings, personal protection orders, name changes, emancipations, and adoptions. Probate Court is also the venue for some obscure actions such as boundary commission disputes, election recalls, and drain appeals. The Probate Court is also the keeper of records for wills deposited for safekeeping, secret marriages, and general genealogy records.

Although many of the above duties are technically under the jurisdiction of the Family Division of the Circuit Court, they are processed and handled through the Probate Office by Probate Staff. Things such as personal protection orders, name changes, emancipations, and adoptions, to name a few are all handled by the Probate Judge but are Family/Circuit Court matters.

Judge Kevin M. Kane was elected to the bench for his first term starting in January of 2025. Judge Kane had served as our Juvenile and Family Court Director/Referee for eight years before taking the bench as Judge.

The staff of the Probate Court currently consists of the Probate Register/Judicial Secretary; a Deputy Register and a PPO Coordinator/Deputy Register. All are able to perform Courtroom recording duties and each staff member has their special area of expertise and knowledge but all work hard to cross train in every area.

Probate also has two part-time guardianship and adoption investigators. One of these investigators has been hired, since 2022, on a part-time, temporary basis to scan all of our existing paper files onto electronic format.

The big event that occurred in 2024 was the move to the new Three Rivers campus building. After several glitches, bumps in the road, and the passage of nine or more months, staff is beginning to settle in. Although, we are almost completely digitized and have been able to get rid of most of our paper files freeing up a lot of space, the Probate office still physically lacks square footage

and is, therefore, very close working quarters for the two employees that have to share that small, windowless office space every day.

The main Courtroom in Three Rivers is large and aesthetically appealing. The secondary (referee) hearing room is not utilized as originally planned, at least yet, due to a couple of different reasons, causing the same scheduling backups and delays that we had in Centreville.



## Technology Advancements

Progress is continuing on the electronic imaging of our Probate case management system and storage. There have been many delays in the development and implementation of our product, on the company's end, and it has been over 1.5 years in the making but it seems we are finally on the home stretch. The present target go-live dates by Imagesoft, for Probate, is mid to late April. Probate staff will participate in a couple of review videos of previous trainings and at least one remote refresher training. Our part-time person hired temporarily to scan in the paper files has approximately 120 hours left in the (amended) budget to complete the paper file scanning, and this should time out just right.

## Training

Again, the Probate staff sent employees to the Michigan Guardianship Association Conference, and the Michigan Probate and Juvenile Registers Association Conference. The MPJRA Adoption conference was not held this past year, but, fortunately, it is back on the schedule for the upcoming year.

## Case Management

The Probate Court also adheres to the Michigan Court Rules time guidelines and SCAO Orders regarding caseflow management.

Continuing in 2024, and now moving into 2025, Judge Kane is holding the majority of his Probate hearings in person, for the reason that it seems respondents, in general, take the Court process more seriously when they are required to appear in person, and for other reasons stated in the prior annual report.

Conversely, there are still cases where video conferencing remains the best option and we will continue to utilize the technology available to us in those instances.

There is need for a Probate administrator on the Three Rivers campus. This administrator position could be shared between the Juvenile Division and Probate. This would be helpful to the Probate Register (and Juvenile Register) and Judge for the administrator to be housed on the Three Rivers campus. It would be beneficial to the Probate (and Juvenile) day-to-day operations and thus the Probate (and Juvenile) caseflow management.

A section of the State Court Administrator's Office report resulting from the Court's 2023 caseload data filed, as it pertains to Probate Court, is attached:

## Summary Analysis - Probate

Filing Trends, Case Age, Clearance Rates			
Case Age Group	2022	2023	Change
<b>Estate</b>			
New Filings	182	182	0
Final Case Age	100%	100%	0%
Clearance Rate	99%	101%	2%
<b>Guardianship/Conservatorship</b>			
New Filings	58	77	19
Final Case Age	100%	100%	0%
Clearance Rate	110%	91%	-19%
<b>Mental Illness</b>			
New Filings	52	58	6
Final Case Age	99%	100%	1%
Clearance Rate	102%	97%	-5%
<b>Civil/Trust</b>			
New Filings	12	7	-5
Final Case Age	86%	92%	6%
Clearance Rate	117%		

### Helpful Resources

- [Performance Measures Resources](#)
- [Trial Court Directory](#)
- [Best Practices: Case-Age and Clearance Rates](#)
- [Adult Drug Court Standards, Best Practices, and Promising Practices](#)
- [Adult Mental Health Court Standards, Best Practices and Promising Practices](#)
- [Veterans Treatment Court Standards, Best Practices and Promising Practices](#)
- [Best Practices: Public Satisfaction Survey](#)
- [Trial Court Collections Best Practices Manual](#)
- [Jury Management Best Practices Manual](#)
- [Best Practices: Probate Manual](#)
- [Court Data Dashboard](#)



### PROBATE COURT ESTATE CASE AGE RATES

\*This document is for internal use, not for publication. Rates for individual judges may include cases or dockets inherited from another judge. Rates are not calculated for judges with fewer than 10 cases disposed or pending over the guidelines.

#### Percent Disposed within 35 Days - Judge Averages

Initial Time Guideline	Statewide Average	Medium County Average
75%	85%	91%

#### Percent Disposed within 182 Days - Judge Averages

Interim Guideline	Statewide Average	Medium County Average
90%	97%	99%

#### Percent Disposed within 364 Days - Judge Averages

Final Time Guideline	Statewide Average	Medium County Average
98%	98%	99%

#### Judge Case Age Rates

Code	County	Judicial Officer	Cases Pending Over 364 Days at Year End	Disposed within 35 Days	Disposed within 182 Days	Disposed within 364 Days
P75	St. Joseph	Honorable David C. Tomlinson	0	79%	100%	100%
P75	St. Joseph	Honorable Thomas E. Shumaker	0			



## PROBATE COURT GUARDIANSHIP AND CONSERVATORSHIP CASE AGE RATES

\*This document is for internal use, not for publication. Rates for individual judges may include cases or dockets inherited from another judge. Rates are not calculated for judges with fewer than 10 cases disposed or pending over the guidelines.

### Percent Disposed within 90 Days - Judge Averages

Initial Time Guideline	Statewide Average	Medium County Average
75%	87%	89%

### Percent Disposed within 364 Days - Judge Averages

Final Time Guideline	Statewide Average	Medium County Average
95%	97%	100%

### Judge Case Age Rates

Code	County	Judicial Officer	Cases Pending Over 364 Days at Year End	Disposed within 90 Days	Disposed within 364 Days
P75	St. Joseph	Honorable David C. Tomlinson	0	78%	100%



**PROBATE COURT MENTAL ILLNESS AND JUDICIAL ADMISSION CASE AGE RATES**

\*This document is for internal use, not for publication. Rates for individual judges may include cases or dockets inherited from another judge. Rates are not calculated for judges with fewer than 10 cases disposed or pending over the guidelines.

Percent Disposed within 14 Days - Judge Averages		
Initial Time Guideline	Statewide Average	Medium County Average
90%	89%	91%
Percent Disposed within 28 Days - Judge Averages		
Final Time Guideline	Statewide Average	Medium County Average
98%	96%	98%

**Judge Case Age Rates**

Code	County	Judicial Officer	Cases Pending Over 28 Days at Year End	Disposed within 14 Days	Disposed within 28 Days
P75	St. Joseph	Honorable David C. Tomlinson	0	97%	100%



**County of St. Joseph  
General Obligation Limited Tax Bonds, Series 2025**

**Financing Timeline**

March							April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5																
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30					
30	31																										

<u>Date</u>	<u>2024 Completed Events</u>
July 16, 2024	Board of County Commissioners adopts Notice of Intent to proceed with County courthouse building improvements in a not to exceed amount of \$7,750,000
July 25, 2024	Notice of Intent published in Sturgis Journal. Referendum period begins. Legal requirement to notify the City’s electors and taxpayers within the County.
September 9, 2024	Expiration of Referendum period.

<u>Date</u>	<u>Bonding Process</u>
March 18, 2025	County adopts Bond Authorizing Resolution <ul style="list-style-type: none"> <li>- Authorizing an amount up to \$6,000,000 (does not all need to be used)</li> <li>- Sets parameters of final terms of Bonds</li> <li>- Designates authorized officers to finalize bond details (Administrator, Chair of Board, County Treasurer and Finance Director)</li> <li>- Provides for public competitive sale</li> </ul>
March 19 <sup>th</sup> – April 1 <sup>st</sup>	MFCI and County work together to gather and draft the Preliminary Official Statement which is the marketing document to facilitate the sale
April 2 <sup>nd</sup> – May 1 <sup>st</sup>	S&P credit rating process – apply and submit documents to S&P, prepare for call with rating analysts and follow up questions
July 1 <sup>st</sup>	Bids due to County
August 12 <sup>th</sup>	Bid review completed by County and Board approval presentation
August 19 <sup>th</sup>	Board of Commissioners award construction bid
August 20 <sup>th</sup>	Final sizing of Bond issue for Preliminary Official Statement and final due diligence with County, MFCI and Bond Counsel
August 21 <sup>st</sup>	Distribute Preliminary Official Statement to potential purchasers
August 21 <sup>st</sup>	Publication of Notice of Sale in Bond Buyer notifying the market the sale is coming
August 28 <sup>th</sup>	Competitive Sale - bids received electronically and lowest bidder is awarded Bonds
August 29 <sup>th</sup>	Draft Closing documents prepared, finalize and distributed for signatures
September 18 <sup>th</sup>	Closing of the Bonds and funds delivered to County

**BOARD OF COUNTY COMMISSIONERS**  
**COUNTY OF ST. JOSEPH**  
**(State of Michigan)**

**Resolution No. \_\_\_\_\_**

**RESOLUTION TO AUTHORIZE ISSUANCE OF  
GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2025**

Minutes of a regular meeting of the Board of County Commissioners of the County of St. Joseph, Michigan, held in the Commission Room, 125 W. Main Street, Centreville, Michigan, on March \_\_\_, 2025, at \_\_\_\_\_ p.m., local time.

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), the County of St. Joseph (the “County”) has the authority to issue bonds to pay the costs of any capital improvement items; and

WHEREAS, the County desires to design, purchase, acquire, and construct certain capital improvements, including, but not limited to, renovations, remodeling, improvements, and additions to the County courthouse building; as well as all sitework, work, furnishings, fixtures, and equipment necessary or incidental to these improvements and such other capital improvements the County shall determine to make, and to pay the costs of issuance of municipal securities (the “Improvements”);

WHEREAS, the Improvements will enable the County to provide more efficient and better quality public services to County residents; and

WHEREAS, to finance the cost of making the Improvements the Board of County Commissioners (the “Board”) deems it necessary to borrow funds and to issue its General Obligation Limited Tax Bonds, Series 2025 therefor pursuant to the provisions of Act 34.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. NECESSITY. It is necessary for the public health, safety, and welfare of the County to make the Improvements and issue bonds of the County, pursuant to Act 34, to finance the Improvements.

2. PERIOD OF USEFULNESS. The estimated period of usefulness of the Improvements is determined to be in excess of twenty-one (21) years.

3. ISSUANCE OF BONDS. To defray a portion of the cost of acquiring the Improvements, including legal, engineering, financial, and other expenses, the County shall issue its bonds known as “General Obligation Limited Tax Bonds, Series 2025” (the “Bonds”) in the aggregate principal sum of not to exceed \$6,000,000 as finally determined by the Authorized Officer (defined below) at the time of sale. The balance of the cost of acquiring the Improvements, if any, shall be paid by grants or funds appropriated by the County.

4. BOND TERMS. The Bonds shall be issued in fully registered form as to both principal and interest, in the denomination of \$5,000 each, or any whole multiple thereof or such other denominations determined by the Authorized Officer. The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date approved by the Authorized Officer, and shall be payable serially or as term bonds on such dates, in such years and in such amounts as determined by the Authorized Officer at the time of sale. The Bonds shall bear interest as determined by the Authorized Officer, payable semiannually on the dates determined by the Authorized Officer. The Authorized Officer may alter or determine the bond terms within the parameters of this resolution as hereafter provided.

5. PAYMENT OF PRINCIPAL AND INTEREST. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of principal on the Bonds shall be made at the principal office of the Paying Agent (defined below), upon surrender of the Bonds. Payment of interest on the Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the fifteenth (15<sup>th</sup>) day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the County to conform to market practice.

6. PLEDGE OF FULL FAITH AND CREDIT, GENERAL OBLIGATION. The County intends to pay the principal of and interest on the Bonds from available funds of the County. As security for the Bonds, the County hereby pledges its limited tax, full faith and credit, general obligation for the prompt payment of the principal of and interest on the Bonds as

and when due. Each year, the County shall be obligated, as a first budget obligation, to advance money from its general funds to pay the principal of and interest on the Bonds as they become due. In the event there are insufficient moneys for the payment of principal of and interest on the Bonds, the County shall levy a tax on all taxable property in the County for the prompt payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable constitutional and statutory limitations on the taxing power of the County.

7. PRIOR REDEMPTION.

(a) Mandatory Redemption. Principal designated as a term bond maturity shall be subject to mandatory redemption, in whole or in part, by lot, at par plus accrued interest, on the redemption dates and in the amounts determined by the Authorized Officer. When term bonds are purchased by the County and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Bonds so redeemed in the order determined by the County.

(b) Optional Redemption. The Bonds shall be subject to optional redemption prior to maturity as determined by the Authorized Officer at the time of sale.

(c) Notice of Redemption. Notice of redemption of Bonds shall be given by mail to the Registered Owners of the Bonds to be redeemed not less than thirty (30) days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the County maintained by the Paying Agent. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of the Depository Trust Company, New York, New York (“DTC”), and only Cede & Co. will be deemed to be a holder of the Bonds.

8. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a paying agent, transfer agent, and bond registrar (the “Paying Agent”) and is authorized to remove the Paying Agent and appoint a successor Paying Agent.

The initial Paying Agent shall be appointed by the Authorized Officer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) Book-Entry-Only. The Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for DTC. DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. While the Bonds are held in book-entry-only form, then the Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only. The Authorized Officer is authorized to sign a Blanket Issuer Letter of Representations or any other related document on behalf of the County in such form approved by the Authorized Officer.

(c) Discontinuance of Book-Entry-Only. In the event the book-entry-only system is not chosen or is discontinued, the following provisions would apply to the Bonds. Registration of the Bonds shall be recorded in the registration books of the County kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or his legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in denominations of \$5,000 or any integral multiple thereof, in the same outstanding aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the County and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid

discharge of the County's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent, acting as bond registrar, shall have no responsibility with respect to such transfers.

9. BOND FORM. The Bonds shall be substantially in the form attached hereto as Exhibit A, and incorporated herein, with such changes as are recommended by the County's Bond Counsel and approved by the officers of the County signing the Bonds, whose signature thereon shall be conclusive evidence of such approval.

10. EXECUTION OF BONDS. The Chair or the Vice Chair of the Board and the Clerk or the Deputy Clerk of the County are hereby authorized and directed to sign the Bonds, either manually or by facsimile signature, on behalf of the County. Upon execution, the Bonds shall be delivered to the purchaser thereof upon receipt of the purchase price in accordance with the accepted bid therefor.

11. BONDS MUTILATED, LOST, OR DESTROYED. If any Bond shall become mutilated, the County, at the expense of the holder of the Bond, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Resolution shall be lost, destroyed, or stolen, evidence of the loss, destruction, or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the County and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the County, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed, or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

12. BOND PAYMENT FUND. For payment of principal of and interest on the Bonds, there shall be established and maintained a debt service fund for the Bonds (the "Bond Payment Fund"). The accrued interest, if any, and capitalized interest, if any, received at the

time of delivery of the Bonds and such amount of any premium determined by the Authorized Officer shall be placed into the Bond Payment Fund. The County shall budget annually a sufficient amount to pay the annual principal of and interest on the Bonds and deposit such amount in the Bond Payment Fund as needed to make payments of principal and interest as they become due. Moneys in the Bond Payment Fund shall be expended solely for payment of principal and interest on the Bonds that first come due. Any monies remaining in the Bond Payment Fund after the annual payments of principal of and interest on the Bonds shall be transferred to the General Fund and shall no longer be pledged hereunder.

13. CONSTRUCTION FUND. Prior to delivery and sale of the Bonds, there shall be established a construction fund (the “Construction Fund”). After deducting the sums that are required to be deposited in the Bond Payment Fund, the balance of the proceeds of the Bonds shall be deposited into the Construction Fund. The moneys on deposit in the Construction Fund from time to time shall be used solely for the purpose for which the Bonds were issued. Any unexpended balance shall be used for such purposes as allowed by law. Any monies remaining in the Construction Fund after payment of all such costs shall be transferred to the Bond Payment Fund. After completion of the Improvements and disposition of any remaining Bond proceeds, pursuant to the provisions of this Section, the Construction Fund shall be closed.

14. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the County as allowed by law subject to the limitations imposed by arbitrage regulations and Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”).

15. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Resolution may be kept in one or more accounts at financial institutions designated by resolution of the County, and if kept in one account, the monies shall be allocated on the books and records of the County in the manner and at the times provided in this Resolution.

16. ADDITIONAL BONDS. In accordance with the provisions of Act 34, the County reserves the right to issue additional bonds, which shall be of equal standing and priority with the Bonds.

17. SALE OF BONDS. The Bonds shall be sold pursuant to a competitive sale. The Authorized Officer shall set the date and time for sale of the Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale and the Authorized Officer shall cause notice of the sale of the Bonds to be published in *The Bond Buyer*, which notice shall be in substantially the form attached hereto as Exhibit B, with such changes as are approved by the Authorized Officer. Following the receipt of such bids, the Authorized Officer is authorized to award the Bonds to the successful bidder therefor or reject all bids and negotiate the sale of the Bonds with a selected purchaser, which the Board determines to be in the best interests of the County under such circumstances.

18. AUTHORIZED OFFICER. Notwithstanding any other provision of this Resolution, the Administrator/Controller, Chair of the Board, the County Treasurer and the Financial Director, or any one of them acting alone or number of them acting together (the “Authorized Officer”) are authorized within the limitations set forth below to determine the title of the Bonds, the interest rate or rates, maximum interest rate, amount of discount or premium, amount of maturities, principal amount, amount of good faith deposit, if any, denominations, dates of issuance, dates of maturities, interest payment dates, optional and mandatory redemption rights, and term bond options. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

- (a) The par amount of the Bonds shall not exceed \$6,000,000.
- (b) The Bonds shall not be sold at a price that would make the true interest cost of the Bonds exceed 6.00%.
- (c) The final maturity date of the Bonds shall not be later than twenty one (21) years after the date of issuance of the Bonds.
- (d) The Bonds shall not be sold at a price of less than 98% of the par value of the Bonds.

The Authorized Officer is hereby authorized for and on behalf of the County, without further Board approval, to: (a) approve the circulation of a preliminary and a final Official Statement describing the Bonds; (b) award the bid for the sale of the Bonds or otherwise negotiate the sale of the Bonds and enter into a Purchase Agreement; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to

rating agencies for a rating on the Bonds; (e) to make any elections or designations pursuant to the Code; and (f) do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Bonds.

Approval by the County of the matters delegated in this section or any other sections may be evidenced by execution or approval of a Sale Order or of such documents by the Authorized Officer. The Authorized Officer, together with the Clerk or any one or more of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications including applications to the Michigan Department of Treasury (including an Application for State Treasurer's Approval to Issue Long-Term Securities, applications for waivers, and the submission of any supporting or related documents), any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations, and to pay any fees required by the State of Michigan. The Authorized Officer shall have the power to approve such policies as deemed necessary to comply with federal securities and tax laws, which shall be binding on the County.

19. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the bonds, shall be deposited in trust, this Resolution shall be defeased and the owners of the bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

20. TAX COVENANT. The County covenants to comply with all requirements of the Code necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the County are authorized to do all things necessary (including the making of such covenants of the County as shall be appropriate) to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

21. QUALIFIED TAX EXEMPT OBLIGATIONS. The Bonds are hereby designated as “Qualified Tax Exempt Obligations” as described in Section 265(b)(3)(B) of the Code.

22. MUNICIPAL BOND INSURANCE. The Authorized Officer is hereby authorized to acquire municipal bond insurance to enhance the marketability of the Bonds. If the County or the purchaser of the Bonds acquires municipal bond insurance from a municipal bond insurer (the “Insurer”), the Authorized Officer, the Clerk and the Treasurer or any one of them, are hereby authorized to take all actions, including the payment of membership fees of a mutual insurance company, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants, or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the Insurer may require with respect to the insurance and the Insurer, which shall be binding on the County in the same manner as if contained herein.

23. CONTINUING DISCLOSURE. The County agrees to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (a) on or prior to the date determined by the Authorized Officer, commencing with the first fiscal year ending after the issuance of the Bonds, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (or if audited financial statements are not available, unaudited financial statements), generally consistent with certain information that was contained or cross-referenced in the Official Statement relating to the Bonds, (b) timely notice of the occurrence of certain material events with respect to the Bonds, and (c) timely notice of a failure by the County to provide the required annual financial information on or before the date specified in (a) above.

24. OFFICIAL STATEMENT. The Preliminary Official Statement relating to the Bonds is hereby authorized and approved with such changes, completions, and revisions as the Authorized Officer shall approve. The Authorized Officer, the Clerk of the County, or any of them, are hereby authorized and directed to approve, execute, and deliver the Official Statement on behalf of the County with such changes or modifications as they deem necessary in order to assure that the statements therein are true, and that it does not contain any untrue statement or material fact and does not omit a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading.

25. BOND COUNSEL. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the County for the issuance of the Bonds and the Authorized Officer is authorized to sign an engagement letter with bond counsel with such fee as is provided in the financial report prepared for the Bonds. The County acknowledges that Dickinson Wright PLLC represents a number of financial institutions in public finance matters, including financial institutions that may potentially purchase the Bonds, and consents to Dickinson Wright PLLC's representation of the County as bond counsel, and waives any conflict of interest arising from such representation of a financial institution or underwriter that may purchase the Bonds in other matters not involving the County.

26. MUNICIPAL ADVISOR. The firm of MFCI, LLC is appointed as municipal advisor for the issuance of the Bonds.

27. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

28. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

29. SEVERABILITY. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

30. CONFLICT. Except as provided above, all resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

31. EFFECTIVE DATE OF RESOLUTION. This Resolution is determined by the Board to be immediately necessary for the preservation of the peace, health, and safety of the County and shall be in full force and effect from and after its passage.

YEAS: \_\_\_\_\_  
\_\_\_\_\_  
NAYS: \_\_\_\_\_  
\_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Gina Everson, Clerk  
County of St. Joseph

**CERTIFICATION**

I, Gina Everson, the duly qualified and acting Clerk of the County of St. Joseph, State of Michigan (the “County”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of County Commissioners at a meeting held on March \_\_\_\_, 2025, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: March \_\_\_\_, 2025

\_\_\_\_\_  
Gina Everson, Clerk  
County of St. Joseph

**EXHIBIT A**

No. \_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF ST. JOSEPH**

**GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2025**

<b>Interest Rate</b>	<b>Date of Maturity</b>	<b>Date of Original Issue</b>	<b>CUSIP No.</b>
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Registered Owner:   Cede & Co.

Principal Amount:

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The County of St. Joseph, State of Michigan (the “County”), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, payable on the first day of [Insert Date] and [Insert Date] of each year, beginning [Insert Date] except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is one of a total authorized issue of bonds of even date and like tenor except as to date of maturity, amount and rate of interest, numbered in order of registration, aggregating the principal sum of [Aggregate Amount of Bonds] issued in accordance with the provisions of Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”) and a resolution adopted by the Board of County Commissioners on March \_\_, 2025, for the purpose of paying the cost of designing, acquiring, and constructing certain capital improvements, including but not limited to improvements to the County courthouse building.

The County has pledged the limited tax, full faith, credit and resources of the County for the prompt payment of the principal of and interest on the Bonds as a first budget obligation, in which event the County may levy a tax on all taxable property in the County for the payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable constitutional and statutory limitations on the taxing power of the County. The County reserves the right to issue additional bonds in accordance with the provisions of Act 34 that shall be of equal standing and priority with the Bonds.

Principal of this Bond is payable at the principal office of [Insert name of paying agent], or such other Paying Agent as the County may hereafter designate (the "Paying Agent") by notice mailed to the Registered Owner not less than sixty (60) days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15<sup>th</sup>) day of the month preceding the payment date as shown on the registration books of the County maintained by the Paying Agent, by check or draft mailed to the Registered Owner at the registered address.

Bonds or portions of Bonds maturing on [Term Bond Maturities] (the "Term Bonds") are subject to mandatory redemption prior to maturity in part, by lot, at the par value thereof plus accrued interest to the redemption date on June 1 of each of the following years in the amounts as follows:

Redemption Date

Principal Amount

[Insert Table for Each Term Bond]

Term Bonds purchased by the County and delivered to the Paying Agent for cancellation or that are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Term Bonds subject to mandatory redemption by the amount of the Bonds so redeemed, in the order determined by the County.

Bonds maturing on or before [Insert Date], shall not be subject to redemption prior to maturity. Bonds maturing on or after [Insert Date], are subject to redemption prior to maturity as a whole or in part, at the option of the County, in such order as the County shall determine, on any dates, on or after [Insert Date]. Bonds called for redemption shall be redeemed at the par value thereof and accrued interest to the date of redemption, without a premium.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion

of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only, and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at his sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the County including this Bond, does not exceed any applicable constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of St. Joseph, State of Michigan, by its Board of County Commissioners, has caused this Bond to be signed, by the manual or facsimile signatures of its Chair and its Clerk, all as of the Date of Original Issue specified above.

\_\_\_\_\_  
Jared Hoffmaster, Chair

\_\_\_\_\_  
Gina Everson, Clerk

### **CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the County of St. Joseph \$[Insert Par Amount] General Obligation Limited Tax Bonds, Series 2025, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the County.

[Insert Name of Paying Agent]

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

\_\_\_\_\_  
As Paying Agent/Bond Registrar/Transfer Agent

**WRONGFUL USE OF CERTIFICATE**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the County or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_

**Notice:** The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.

In the presence of: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

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

**EXHIBIT B**

**OFFICIAL NOTICE OF SALE**

**\$(INSERT AMOUNT)\***

\*(subject to adjustment as described below)

**COUNTY OF ST. JOSEPH  
STATE OF MICHIGAN**

**GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2025**

BIDS for the purchase of the above bonds (the “Bonds”) will be received by an agent of the undersigned at the Municipal Advisory Council of Michigan (the “MAC”) on the \_\_\_th day of \_\_\_\_\_, 2025, until \_\_\_\_\_ p.m/a.m., prevailing Eastern Time, at which time they will be read. Bids may be submitted to the MAC by email only at munibids@macmi.com. No bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure.

IN THE ALTERNATIVE: Bids may be submitted electronically via PARITY pursuant to this Notice on the same date and until the same time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact the Municipal Advisor (identified below) or PARITY at (212) 849-5021.

BOND DETAILS: The bonds will be fully registered bonds of the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof, dated the date of their delivery, and will bear interest from their date payable on November 1, 2025, and semiannually thereafter.

The bonds will mature on the first day of May as follows (provided, however, that the amounts set forth below may be adjusted as described under “ADJUSTMENT IN PRINCIPAL AMOUNT” herein):

<b>YEAR</b>	<b>AMOUNT</b>	<b>YEAR</b>	<b>AMOUNT</b>

TERM BOND OPTION: Bidders shall have the option of designating bonds as serial bonds or term bonds, or both. The bidder must designate whether each of the principal amounts shown above represents a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond designated. In the event that term bonds are utilized, the principal amounts scheduled for maturity in the years shown above shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

PRIOR REDEMPTION:

A. MANDATORY REDEMPTION. Bonds designated as term bonds shall be subject to mandatory redemption at par and accrued interest on the dates and in the amounts corresponding to the annual principal maturities hereinbefore set forth. The bonds or portions of bonds to be redeemed shall be selected by lot.

B. OPTIONAL REDEMPTION. Bonds maturing on or prior to May 1, 2035, are not subject to redemption prior to maturity. Bonds maturing on and after May 1, 2036, are subject to redemption prior to maturity, at the option of the County of St. Joseph (the "County"), in such order as determined by the County, in whole or in part at any time on and after May 1, 2035 in integral multiples of \$5,000 and by lot within a maturity, at par value of the bond or portion of the bond called to be redeemed, plus accrued interest to the redemption date, without a premium.

C. NOTICE OF REDEMPTION. Not less than thirty (30) days' notice of redemption shall be given by first class mail to the registered owner at the registered address. Failure to receive notice of redemption shall not affect the validity of the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest after the redemption date; provided, funds are on hand with the bond registrar and paying agent to redeem the bonds called for redemption.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 6.00% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. Bonds maturing on or after 2036 shall bear interest at a minimum coupon rate of 4.00%. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 100% of their par value will be considered.

BOOK-ENTRY-ONLY: At the option of the purchaser, the bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. The bonds will not be issued in book-entry form if the purchaser is willing to accept physical delivery of the bonds in denominations equal to the aggregate principal amount for each maturity and, if necessary, transfer the bonds only in such denominations. If requested by the purchaser of the bonds and determined by an authorized officer of the County, the bonds may be issued in the form of a single bond with an exhibit containing the principal maturity amounts and applicable interest rates and due dates.

The book-entry-only system is described further in the preliminary official statement for the bonds.

BOND REGISTRAR AND PAYING AGENT: The bonds shall be payable as to principal in lawful money of the United States upon surrender thereof at the corporate trust office of [Insert Name of Paying Agent], the bond registrar and paying agent. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15<sup>th</sup> day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address. As long as DTC, or its nominee Cede & Co., is the registered owner of the bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the bonds is the responsibility of DTC participants and indirect participants as described in the preliminary official statement for the bonds. The County from time to time as required may designate a successor bond registrar and paying agent. Alternatively, the County Treasurer may serve as bond registrar and paying agent for the bonds if it is determined to be in the best interest of the County.

PURPOSE AND SECURITY: The bonds are to be issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended, to defray all or part of the costs of (i) designing, purchasing, acquiring, and constructing certain capital improvements, including, but not limited to, renovations, remodeling, improvements, and additions to the County courthouse building; as well as all sitework, work, furnishings, fixtures, and equipment necessary or incidental to these improvements and such other capital improvements the County shall determine to make, and (ii) paying certain expenses relating to the issuance of the Bonds. The full faith and credit of the County have been pledged to the prompt payment of the principal of and interest on the bonds. The principal of and interest on the bonds are payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County.

ADJUSTMENT IN PRINCIPAL AMOUNT: Following receipt of bids and prior to final award, the County reserves the right to decrease the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in one or more maturities. The purchase price will be adjusted proportionately to the decrease in the principal amount of the bonds, but the interest rates specified by the successful bidder will not change. The successful bidder may not withdraw its bid as a result of any changes made as provided in this paragraph.

[GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of [Insert Amount] and payable to the order of the County will be required of the successful bidder. If a check is used, it must accompany the bid. If a wire transfer is used, the successful bidder is required to wire its good faith deposit to the County not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by the Municipal Advisor. The good faith deposit will be applied to the purchase price of the Bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the County. No interest shall be allowed on the good faith deposit, and checks of the unsuccessful bidders

will be promptly returned to such bidder's representative or by registered mail. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the Bonds shall be made at the closing.]

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost to the County. True interest cost shall be computed by determining the annual interest rate (compounded semiannually) necessary to discount the debt service payments on the bonds from the payment dates thereof to [Insert Date], 2025, and to the price bid.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Grand Rapids, Michigan, the original of which will be furnished without expense to the purchaser at the delivery of the bonds. The fees of Dickinson Wright PLLC for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above bonds, Dickinson Wright PLLC has made no inquiry as to any financial information, statements or material contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds and, accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials. By submitting a bid, the bidder consents to the engagement of Dickinson Wright PLLC as bond counsel to the County notwithstanding any representation of the bidder by such firm in matters unrelated to the issuance of the Bonds.

TAX MATTERS: The approving opinion of bond counsel will include an opinion to the effect that under existing law, as enacted and construed on the date of the initial delivery of the bonds, the interest on the bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the federal corporate alternative minimum tax under Section 55 of the Code. The opinion set forth above will be subject to the condition that the County comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the bonds in order that interest thereon be (or continue to be) excludable from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the bonds to be included in gross income retroactive to the date of issuance of the bonds. The County has covenanted to comply with all such requirements. The opinion will express no opinion regarding other federal tax consequences arising with respect to the bonds.

The County has designated the bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

If the successful bidder will obtain a municipal bond insurance policy or other credit enhancement for the bonds in connection with their original issuance at its expense, the successful bidder will be required, as a condition of delivery of the bonds, to certify that the premium therefor will be less than the present value of the interest expected to be saved as a

result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

In addition, the approving opinion of bond counsel will include an opinion to the effect that under existing law, as enacted and construed on the date of the initial delivery of the bonds, the bonds and the interest thereon are exempt from all taxation by the State of Michigan or a political subdivision thereof, except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The winning bidder shall assist the County in establishing the issue price of the bonds and shall execute and deliver to the County at Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel. All actions to be taken by the County under this Notice of Sale to establish the issue price of the bonds may be taken on behalf of the County by the Municipal Advisor and any notice or report to be provided to the County may be provided to the County’s Municipal Advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “competitive sale requirements”) because:

- (1) the County is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initial offering price of the bonds to the public.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County shall treat (i) the first price at which 10% of a maturity of the bonds (the “10% test”) is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the bonds not satisfying the 10% test as of the sale date as the issue price of that maturity (the “hold-

the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the County if any maturity of the bonds satisfies the 10% test as of the date and time of the award of the bonds. Any maturity of the bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the bonds shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that any maturity of the bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public),

(iii) a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the bonds are awarded by the County to the winning bidder.

**OFFICIAL STATEMENT:** An electronic copy of the County’s preliminary official statement relating to the bonds may be obtained by contacting the Municipal Advisor at the address referred to below. The preliminary official statement is in a form deemed final by the County for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the “Rule”), but is subject to revision, amendment and completion in a final official statement.

After the award of the bonds, the County will provide on a timely basis up to 20 copies of a final official statement, as that term is defined in paragraph (f)(3) of the Rule, at the County's expense in sufficient quantity to enable the successful bidder or bidders to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final official statement shall be made to the Municipal Advisor at the address set forth below within 24 hours of the award of the bonds.

CONTINUING DISCLOSURE: In order to assist bidders in complying with paragraph (b)(5) of the Rule, the County will undertake, pursuant to a resolution adopted by its governing body and a continuing disclosure certificate, to provide annual reports and notices of certain events. A description of these undertakings is set forth in the preliminary official statement and will also be set forth in the final official statement.

CUSIP: It is anticipated that CUSIP numbers will be printed on the bonds at the option of the purchaser, but neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall be cause for the purchaser to refuse to take delivery of and pay the purchase price for the bonds. The CUSIP Service Bureau's charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012; MCL 129.311 et seq.

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York or such other place or by such other means as may be agreeable to the purchaser and the County. The usual closing documents, including a continuing disclosure certificate (to the extent that the purchaser is subject to the Rule) and a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45<sup>th</sup> day following the date of sale, or the first business day thereafter if said 45<sup>th</sup> day is not a business day, the successful bidder on that day, or any time thereafter until delivery of the bonds, may withdraw its proposal by serving notice of cancellation, in writing, on the undersigned, in which event the County shall return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

MUNICIPAL ADVISOR: MFCI, LLC (the “Municipal Advisor”) is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board. The Municipal Advisor has been retained by the Authority to provide certain financial advisory services relating to the planning, structuring and issuance of the bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor’s duties, responsibilities, and fees arise solely as a Registered Municipal Advisor to the Authority and it has no secondary obligation or other responsibility. Further information regarding the bonds may be obtained from the Municipal Advisor, 435 Union Street, Milford, Michigan 48381. Telephone: (313) 782-3011.

Gina Everson, Clerk  
County of St. Joseph



60590 Decatur Road  
Cassopolis, MI 49031

800.492.5989  
teammidwest.com

Wednesday, February 19, 2025

Mr. Teresa Cupp  
Administrator/Controller  
St. Joseph County  
125 West Main Street, P.O. Box 189  
Centreville, MI 49032

Dear Teresa:

I hope/trust all is well with you!

I'm reaching out regarding our plans to expand fiber-optic service in St. Joseph County. MEC is applying for a subgrant from Michigan as part of the Broadband Equity Access and Deployment (BEAD) program. To aid our application, we need to provide letters of support (or a resolution) from the county elected bodies where we intend to expand service if awarded funding. We are not seeking financial backing from the county but would benefit greatly by a letter of support in our effort to help eliminate the digital divide in southern Michigan. The letter in question must come from the St. Joseph County Board of Commissioners and it's important to note this does not preclude them from supporting BEAD applications from other internet service providers (ISPs). Additionally, please be aware that should the county plan to submit its own application for BEAD proceeds, we cannot seek a letter from you.

Currently, we serve over 30,000 rural customers with fiber internet in Michigan, Indiana, and Ohio. In St. Joseph County, MEC passes 3,848 locations with potential to connect to our fiber optic network and have 1,121 taking service from us. In 2025 and 2026, the number of passings in our county will increase by 239. If awarded BEAD, we will bring service to additional un-and-under served customers in St. Joseph County.

A letter or resolution from county commissioners will go a long way towards ensuring your constituents have fast, reliable broadband internet. To that end, I am happy to meet with you to further discuss our plans. Due to anti-collusion requirements in BEAD, I'm limited on the exact details I can provide you at this time. However, I can show you a map of where we plan to expand. If MEC is awarded funding, we can discuss the project in much more detail.

I look forward to hearing from you at your earliest convenience.

Respectfully,

A handwritten signature in blue ink that reads "Dave". The letters are cursive and slightly slanted to the right.

Mr. David H. Allen  
Vice President, Regulatory & Gas Operations  
Midwest Energy & Communications

[www.teammidwest.com](http://www.teammidwest.com)

269.445.1081

[dave.allen@teammidwest.com](mailto:dave.allen@teammidwest.com)

**RESOLUTION**

**\_\_\_\_\_ 2025**

**St. Joseph County Board of Commissioners**

**In Support of Midwest Energy & Communications Application for Broadband Equity Access & Deployment (BEAD) Program Funds**

**WHEREAS**, Midwest Energy & Communications (MEC) is a customer-owned electric cooperative founded in 1937, providing electricity, propane, and fiber internet solutions to 42,000 rural customers across southern and west-central Michigan, northern Indiana, and northeast Ohio, many of whom reside in St. Joseph County.

**WHEREAS**, MEC is expanding its internet services to bring fiber-to-the-premises to an additional 50,000 addresses in southern Michigan by the end of 2026.

**WHEREAS**, MEC intends to further expand its services by applying for funds through the \$42.45 billion BEAD program administered federally by the National Telecommunications and Information Administration (NTIA) and in the state by Labor and Economic Opportunity's MI-HI Office.

**WHEREAS**, Michigan's allocation of BEAD funds totals \$1.559 billion, the fourth largest allocation in the country.

**WHEREAS**, Funds may be used for a variety of purposes including planning, adoption and deployment, with MEC focused on the latter which includes locations in St. Joseph County, and;

**WHEREAS**, Letters of support from affected municipalities are encouraged for any internet service provider (ISP) intending to apply for these funds. Stated another way, the support we are seeking is not exclusive to MEC. St. Joseph County, provided they are not applying directly for BEAD funds themselves, may support competitors of MEC who also intend to serve un-and-underserved locations in the county.

**NOW, THEREFORE, BE IT RESOLVED**, MEC is respectfully requesting that St. Joseph County support our efforts to both apply for BEAD funds and, if successful, serve eligible locations in St. Joseph County as determined by NTIA and Michigan's MI-HI Office.

The St. Joseph County Board of Commissioners are hereby authorized to perform the acts to carry out this Resolution.

We the undersigned Board of Commissioners for St. Joseph County, Michigan, constituting a quorum of the Board, consent and agree to all of the above on this 18<sup>th</sup> day of March 2025.

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Jared Hoffmaster, Chairman

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Printed Name

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Date

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Rusty Baker, Vice-Chairman

---

Printed Name

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Date

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Rick Shaffer

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Printed Name

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Date

---

Ken Malone

---

Printed Name

---

Date

---

Luis Rosado

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Printed Name

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Date

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Terrance Conklin

---

Printed Name

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Date

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Christina Yunker

---

Printed Name

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Date