

**INTERGOVERNMENTAL AGREEMENT FOR BLIGHT  
ERADICATION SERVICES IN GRATIOT COUNTY**

This agreement made and entered into this 9th day of June, 2022, by and between Gratiot County (the County) and the Village of Ashley (the Village) in Gratiot County, Michigan.

**RECITALS**

1. Cities, villages and townships struggle with how to clean up properties that are unsightly and potentially hazardous due to the presence of inoperable vehicles, building materials, junk, trash, rubbish or refuse of any kind, or uninhabitable, unsecured, or incomplete structures and the like.
2. Limitations on resources limit the ability of townships, villages and cities to enforce blight ordinances and to clean up these properties. However, local governing bodies that pool resources for blight enforcement can accomplish what each entity cannot do on its own.
3. Blighted properties detract from the beauty of our community and serve as a disincentive for businesses to locate in this area. This negatively impacts livability and our efforts in economic development.
4. Blighted properties impact the value and enjoyment of nearby residences.
5. The Urban Cooperation Act of 1967, codified at MCL 124.501 et seq, authorizes local units of government to form agreements and jointly exercise with certain other public agencies any power, privilege or authority that the agencies share in common and that each might exercise separately.

**NOW, THEREFORE**, pursuant to the provisions of MCL 124.501 et seq it is hereby agreed:

1. The Village agrees to enact a blight ordinance identical to other participating Gratiot County local units of government so as to facilitate collaboration in cleaning up blighted properties.
2. The County agrees to provide enforcement of the Village's blight ordinance.
3. The Village and County agree that a Blight Enforcement Officer and blight eradication services shall be provided by a County employee with experience in enforcing provisions of law provided in ordinances, codes, and state and federal statutes.
4. The Blight Enforcement Officer will enforce the Village's blight ordinances as a contractor and will enforce the Ordinance on properties selected by the official so designated by the Village Council.
5. The County will provide blight eradication services, as described in this Agreement, at a rate of \$1000 for the period of this Agreement.

6. County agrees to provide blight eradication services for up to two properties in the Village during the term of this Agreement. While each case may need to be addressed differently, service activities will generally follow these steps:

- A. Services shall only commence upon receipt by the Blight Enforcement Officer of a written complaint by a Village resident or property owner, or the designated Village Official. These complaints shall be made on a form to be provided by County and must bear the complainant's signature. Completed forms shall be delivered or mailed to:

Blight Enforcement Officer  
118 S. Main Street  
Ithaca, MI 48847

or emailed to:

Blight Enforcement Officer  
soilerosion@gratiotmi.com

- B. Before undertaking any action, the enforcement officer shall contact the designated Village Official to determine:
  - 1. if the township wishes to have the enforcement officer pursue this complaint and thus count as a case against the Village's case allotment; and
  - 2. if there is known history or are other circumstances involved in the complaint that will assist or protect the enforcement officer in his/her enforcement activities.
- C. If instructed to proceed, the Blight Enforcement Officer will view the property to determine if, in his/her judgment, the conditions meet the Village ordinance definition of blight. If enforcement action is warranted:
  - 1. The Blight Enforcement Officer will send a letter via certified mail to the property owner informing him/her that a complaint has been received and that the property owner must contact the Officer within a specified number of days to discuss a clean-up plan.
  - 2. Should there be no response to the letter, the Officer shall deliver a second letter via certified mail informing the property owner that a failure to contact the Officer within a specified period will result in the complaint being delivered to the Gratiot County Prosecutor's Office for prosecution.

3. Should there be no response to the second letter, the Officer shall deliver the complaint to the Prosecutor's Office with a request for prosecution.

4. The Prosecutor's Office shall cause to be delivered a letter informing the property owner that the complaint has been filed with that office and that prosecution shall commence unless the property owner makes contact as directed within a specified period of time.

5. Should there be no response to the Prosecutor's letter, the Prosecutor may commence prosecution of the complaint. If the property owner does respond, the Prosecutor shall set a conference for the Blight Enforcement Officer and the property owner and prosecution shall be held in abeyance.

7. The Village and County agree that the Blight Enforcement Officer will make every effort to gain voluntary compliance by the offending property owner. Referral of cases to the County Prosecutor for legal action shall be a last resort, to be utilized only if efforts to gain voluntary compliance prove unsuccessful.

8. The initial term of this Agreement shall be one (1) year. The Agreement shall automatically be extended for additional one (1) year terms on each anniversary of the effective date of this Agreement, unless the Agreement is terminated in writing prior to said anniversary date. If this Agreement is terminated prior to the anniversary date, no funds shall be returned by the County to the Village.

\_\_\_\_\_(Signature)\_\_\_\_\_

Date

\_\_\_\_\_(Name printed)

Village Official  
Village of Ashley

\_\_\_\_\_  
Chuck Murphy, Chair Date  
Gratiot County Board of Commissioners