

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
MARCH 15, 2022 - 3:00 P.M.**

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
- VIII. New Business**
 - A. Discussion about Family Shelter- Kim Cain Have Mercy
 - B. Request Approval to hire Friend of the Court Case Manager- Jessica Wierckz
 - C. Resolution to Authorize signing of the contract for Cutler Road Bridge project
- IX. Department Reports**
 - A. Register of Deeds Annual Reports-Rhonda Lake
 - B. Public Defenders Bi-Monthly Report- Walt Downes
 - C. MSU Extension Semi-Annual Report-Bill Hendrian
- X. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. Board of Commissioners
 - C. County Administrator
- XI. Reports of Special or Ad Hoc Committees**
- XII. Public Comment** (3-minute time limit per speaker)
- XIII. Closed Session**
- XIV. Adjournment**

Board and/or Commission Vacancies

- Economic Development Corporation/Brownfield Redevelopment Authority – Three- three-year terms.
- Tax Allocation Board – One –one-year term expired January 2021
- Board of Public Works-Two-three-year terms expired January 2021
- Central Dispatch-One-two-year term
- Commission on Aging Board-One-three-year term expired in September
- Parks Advisory Board- Three-Two-year terms, one serving as a member-at-Large from Lyons Area, a Representative from the Fishing and Hunting Club, and Lyons Village Representative
- West Michigan Regional Planning Commission-Two-One-year term
- WMRPC Comprehensive Economic Development Strategy Committee-One-One year private sector representative
- Land Bank Authority- two-three-year term

Appointments for consideration in the month of February 2022:

- None

Appointments for consideration in the month of March 2022:

- Community Mental Health Services Board- Four-Three-year terms

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Title: Ionia Family Shelter

Date: March 15, 2022

CONTACT: Kim Cain, Have Mercy

DESCRIPTION: Request ARPA funding for Ph 2 construction for the 6-unit Ionia County family homeless shelter

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

LEGAL REVIEW:

DEADLINE:

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

ADMINISTRATOR'S RECOMMENDATION:

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

3/8/2022

CONTACT:

Jessica Wierckz, Friend of the Court Director. 616-527-5311

DESCRIPTION:

On 3/2/21 FOC case manager Julie Schmitt-Thoma passed away. I request to refill her position as currently budgeted.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

This position is funded primarily through the Cooperative Reimbursement Program (CRP) contract. The state of Michigan CRP reimburses 2/3 of the cost of providing Title IV-D (child support) services to Ionia County. The remaining 1/3 is noted as a county obligation per the CRP agreement. FOC generally satisfies the 1/3 expense via revenue including statutory fees, judgment entry fees, and federal incentives based on collection of child support.

The position is currently budgeted at grade 8, and Ms. Thoma was at step 6. The new hire would like start at step 1.

DEADLINE:

4/8/2022

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

FOC requests that the Board authorize refilling the vacant position as currently budgeted.

ADMINISTRATOR'S RECOMMENDATION:

IONIA COUNTY FRIEND OF THE COURT

Position Opening – Pending Board Approval

Title: Friend of the Court Case Manager

Pay Grade 8 (\$19.50 – \$23.90/hour)

Minimum Qualifications: High School education supplemented by relevant work experience in a legal, administrative, or accounting setting. Experience in child support or a law office is preferred. Excellent communication, computer, and organizational skills are necessary. Candidate must have no criminal convictions.

General summary: Candidate will maintain files, conduct reviews on child support accounts; examine files and financial history to determine action and enforcement; respond to calls and emails from clients; process court orders, and miscellaneous other duties associated with establishment and enforcement of child support orders.

Please complete an Ionia County Application for Employment and submit it along with a cover letter and resume to:

Jessica Wierckz
Ionia County Friend of the Court
100 W. Main Street
Ionia, MI 48846

Applications are available online at www.ioniacounty.org
Applications will be accepted until April 8, 2022

Ionia County is an equal opportunity employer

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

CUTLER BRIDGE RESOLUTION TO AUTHORIZE SIGNING CONTRACT

CONTACT:

John Niemela, Managing Director
Ionia County Road Department

DESCRIPTION:

The County had applied for and has been approved for a grant from the Michigan Department of Transportation (MDOT) for the removal and replacement of the Cutler Road bridge over the Looking Glass River. This resolution authorizes the signatories for the contract and associated paperwork. Once the bid award is approved by MDOT the formal contract will come to the County for execution.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

LEGAL REVIEW:

N/A

DEADLINE:

March 15, 2022

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

The County Board is asked to approve the Resolution to authorize the signing of the contract for the Cutler Road Bridge project.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval

COUNTY OF IONIA BOARD OF COMMISSIONERS

COUNTY OF IONIA

STATE OF MICHIGAN

RESOLUTION TO AUTHORIZE SIGNING CONTRACT

Whereas, THE Michigan Department of Transportation wishes to enter into a contract agreement with the County of Ionia and the Ionia County Road Department to accomplish the following project:

Contract Number 21-54768

PART A – FEDERAL AND STATE PARTICIPATION

The removal and replacement with concrete prestressed tee beam of the structure #4060, which carries Cutler Road over the Looking Glass River, Section 36, T06N, R05W, Portland Township and Section 01, T05N, R05W, Danby Township, Ionia County Michigan, including the reconstruction of the hot mix asphalt approaches, guardrail: and all together with necessary related work.

PART B - NO FEDERAL OR STATE PARTICIPATION

Contractor Staking for the work as described in Part A; and all together with necessary related work.

NOW, THEREFORE, BE IT RESOLVED, that David Hodges, Chairperson, and Jason Eppler, Interim County Administrator be authorized to sign the agreement for the County of Ionia and the Ionia County Road Department.

BE IT FURTHER RESOLVED, the true copies of this resolution will be sent along with the executed contract to the Michigan Department of Transportation.

Approved this ay March 15, 2022, by vote of the Ionia County Board of Commissioners.

_____ Date: _____

David Hodges, Chairperson

_____ Date: _____

Gregory Geiger, Clerk County of Ionia

LOCAL BRIDGE
FEDERAL

	CAB
Control Section	BO 34000
Job Number	207023CON
Project	22A0151
Structure	#4060
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5478

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the COUNTY OF IONIA, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Ionia County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 5, 2022, attached hereto and made a part hereof:

PART A – FEDERAL AND STATE PARTICIPATION

The removal and replacement with concrete prestressed bulb tee beams of the structure #4060, which carries Cutler Road over the Looking Glass River, Section 36, T06N, R05W, Portland Township and Section 01, T05N, R05W, Danby Township, Ionia County, Michigan, including the reconstruction of the hot mix asphalt approaches, guardrail; and all together with necessary related work.

PART B – NO FEDERAL OR STATE PARTICIPATION

Contractor Staking for the work as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal funds under the following Federal program:

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and awarding the construction contract for the PROJECT. Such administration shall be in accordance with PART II Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of the PART A portion of the PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST for PART A, after deduction of Federal Funds, such that the combined Federal Funds and state Local Bridge Funds shall equal 95 percent of those PROJECT COSTS for PART A eligible for participation by such funds. The remaining 5 percent of the eligible items of the PART A portion of the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal or State participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and State Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation

with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code and/or State Funds.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT, for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving construction claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be reasonable and necessary and shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

COUNTY OF IONIA

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



EXHIBIT I

	CONTROL SECTION JOB NUMBER PROJECT STRUCTURE	BO 34000 207023CON 22A0151 #4060	TOTAL ESTIMATED COST	FEDERAL FUNDS (EST 80%)	STATE LOCAL BRIDGE FUNDS (EST 15%)	TOTAL FEDERAL & STATE AID	BALANCE REQ. PARTY'S SHARE
PART A - STRUCTURE AND APPROACH WORK (FEDERAL & STATE PARTICIPATION)							
Construction (Contracted)			\$2,922,500	\$2,338,000	\$ 438,375	\$2,776,375	\$146,125
PART B – CONTRACTOR STAKING (NO FEDERAL OR STATE PARTICIPATION)							
Construction (Contracted)			\$ 19,660	\$ 0	\$ 0	\$ 0	\$ 19,660
GRAND TOTAL			\$2,942,160	\$2,338,000	\$ 438,375	\$2,776,375	\$165,785

NO DEPOSIT REQUIRED

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

IONIA COUNTY REGISTER OF DEEDS
2021 ANNUAL REPORT

<u>INSTRUMENTS</u>	<u>NO. RECORDED</u>	<u>FEES</u>
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RECORDED INSTRUMENTS

Includes all Deeds, Probate, Patents, Rights of Way,
Easements, Surveys, Powers of Attorney, Death Certificates,
Oil & Gas Leases; Mortgages, including Tax Liens,
Discharges, Judgments, Lis Pendens, Fixture Filings,
And Land Corner Recordation Certificates

13,682
0

\$382,814.00
.00

MISCELLANEOUS

Copy Fees
Escrow on Deposit
Misc Fax Fees, etc.

\$98,948.00
\$106,551.00
\$4.00

ABSTRACT/MAPPING & DESCRIPTION

Tract Index Use

67

\$13,186.00

FEE TOTALS	\$601,503.00
TRANSFER TAX – COUNTY	328,456.15
MSSR - COUNTY	743.04
AUTOMATION FUND	68,400.00
AUTOMATION FUND INTEREST	278.92
TOTAL COUNTY REVENUE FOR 2021	\$805,505.29

TAX CERTIFICATE FEES COLLECTED FOR TREASURER	\$8,825.00
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MSSR FEES SENT TO STATE	\$ 48,792.96
STATE TRANSFER TAX SENT TO STATE	\$2,160,468.75

TOTAL GENERATED REVENUE	\$3,023,592.00
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Respectfully submitted,

Rhonda Lake

Rhonda Lake
Register of Deeds

February 24, 2022

Please find attached the 2021 Annual Report which reflects all money received and distributed by the Ionia County Register of Deeds Office for the year 2021.

Staffing levels in the office were extremely stressed with a full-time Chief Deputy, a full-time Deputy Clerk, and the part-time Abstractor. However, in the December 7, 2021 Board of Commissioners Meeting, our office was granted approval to increase the hours for the Abstractor Position from 22.5 hours per week to 30 hours per week. We are grateful for the allotted increase and anticipate that it will help resolve the posting issues we have been experiencing.

Our Abstract office continues to verify each transfer document received to be sure the description matches the County tax roll. This procedure identifies errors in legal descriptions on the tax parcel information and GIS Mapping. This procedure has also helped us to identify any deeds that have not been transferred by the Assessors allowing us to alert them of the discrepancy. Ionia County maintains a full Tract Index which is updated on a daily basis by the Abstractor. Transfers are written in the books and the maps are drawn out to reflect any splits or divisions. The Abstract office achieved an income level of \$13,186.00 which exceeded our Budget by \$2,186.00.

E-recording capabilities have been a much appreciated option for customers needing to recording documents in our office. With the Coronavirus continuing to wreak havoc on our community, E-recording is the perfect solution for our constituents to submit documents for recording without leaving their own office. This electronic method has allowed us to continue recordings and returning documents without physical contact with each customer. The total number of E-recordings for 2021 was 9,305 and the total number of paper documents recorded was 4,494 showing that 67% of our recordings are processed electronically. This gave us a grand total in recording fees of \$2,908,387.90 for the year of 2021.

The Real Estate business experienced a Boom in 2021. Low interest rates instigated a massive Sellers- Market and everyone tried to recuperate lost revenue by selling their individual homes. County transfer tax revenue exceeded 2020 by \$83,566.45 bringing a total of \$328,456.45. We submitted transfer tax to the State of Michigan in the amount of \$2,160,468.75. The Register of Deeds office collected a total of \$8,825.00 in Tax Certification fees for the Ionia County Treasurer's office which was 1,765 stamped documents. There were 513 Property Tax Foreclosure Certificates processed in our office during the first week of March 2021 due to delinquent property taxes due to the Ionia County Treasurer's office.

The Remonumentation Grant Program awarded Ionia County \$42,994.00 to continue our efforts in setting land corners throughout Ionia County. Marinus Mulder of Mulder and Associates Surveying in Portland, Michigan was once again the company approved by the Director of the Office of Land Survey and Remonumentation, Bureau of Construction Codes, Department of Licensing and Regulatory Affairs through the State of Michigan to fulfill our grant funding. The full amount of the grant was used to record land records and they were able to set 39 new corners. Currently there are 1,045 corners that remain to be surveyed and set for Ionia County.

The Total Generated Revenue for the Register of Deeds Office for 2021 was \$3,023,592.00 which exceeds ALL previous years. This total is Outstanding! If you consider all of the restrictions we endured with the pandemic, staff shortages due to illness, extensive wait time to receive supplies, and the enormous real estate growth, I am very proud to say my staff has worked hard and achieved impressive goals throughout the year.

Our long-term goal remains to have every document recorded since 1833, digitized and available on our website. Scanning, uploading and preserving our Tract Index books and creating a back-up record of these indexes are on our priority list right now. Our back-file indexing is being done daily by the Chief Deputy Register and Deputy Clerk. A project to have back-file indexing done by our software provider is being considered and we are waiting for an approval of the proposal for those projects by the Board of Commissioners. We hope to receive approval to use funding through the American Rescue Plan to proceed with our projects in 2022.

Respectfully submitted,

Rhonda Lake
Register of Deeds

REGISTER OF DEEDS
ABSTRACT OFFICE
MONTHLY INCOME COMPARISON

	2019	2020	2021	2022	2023	2024	2025
JANUARY	\$ 34,835.31	\$ 48,619.18	\$ 60,319.60	\$ 66,028.75			
FEBRUARY	\$ 33,527.77	\$ 57,340.21	\$ 53,284.82	\$ 53,804.85			
MARCH	\$ 40,247.54	\$ 39,770.92	\$ 96,156.35				
APRIL	\$ 67,709.11	\$ 74,777.17	\$ 71,393.64				
MAY	\$ 47,099.60	\$ 41,670.17	\$ 63,974.07				
JUNE	\$ 55,535.40	\$ 54,153.04	\$ 61,375.47				
JULY	\$ 53,251.00	\$ 56,088.34	\$ 75,166.48				
AUGUST	\$ 53,297.01	\$ 56,046.82	\$ 73,900.50				
SEPTEMBER	\$ 48,477.26	\$ 53,141.81	\$ 68,279.85				
OCTOBER	\$ 54,909.45	\$ 59,125.46	\$ 67,110.09				
NOVEMBER	\$ 50,348.94	\$ 54,259.78	\$ 57,368.83				
DECEMBER	\$ 63,071.61	\$ 60,591.56	\$ 82,000.83				
TOTAL	\$ 602,310.00	\$ 655,584.46	\$ 830,330.53	\$ 119,833.60	\$ -	\$ -	\$ -
AUTO FUND	\$ 56,995.00	\$ 59,420.00	\$ 68,395.00	\$ 9,580.00			
TOTAL TO GEN FUND	\$ 545,315.00	\$ 596,164.46	\$ 761,935.53	\$ 110,253.60	\$ -	\$ -	\$ -
BUDGET	\$ 500,000.00	\$ 555,000.00	\$ 565,000.00	\$ 570,000.00			
ABSTRACT BUDGET	\$ 9,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00			
ABSTRACT INCOME		\$ 9,543.00	\$ 13,186.00	\$ 2,504.00			

IONIA COUNTY PUBLIC DEFENDER OFFICE

Walt Downes, Chief Public Defender; Larry Lewis, Assistant Public Defender A'ndreanna Vanden Berg, Assistant Public Defender; Allison Stoken, Paralegal; Melony Bigger, Paralegal; and Bailey Akers, Social Worker.

Our office has the benefit of three unpaid paralegal student interns who are here for winter semester in our office, and for the first time all are attending the same school - Grand Valley State University. They will be with us until the end of April. Our interns are undergraduate Legal Studies students working to become paralegals, and some are headed to law school after their graduation. We will be hosting four interns this summer and again three during fall and winter semesters. Our slots for interns fill up 1-2 semesters in advance. We have all slots filled for summer and fall semester, and only one opening for Winter Semester 2023.

We are already in the process of preparing our Fiscal Year 2023 grant budget to present to the Board of Commissioners in the near future for approval, before its submission to MIDC for their approval. We foresee no issues from MIDC for continued funding for our office.

At this current moment in time, we are back conducting jury trials in both District and Circuit Courts. We are chipping away at the accumulated backlog of trials that had happened due to the pandemic hold on trials. We will be having another round of jury selections for Judge Kreeger on April 11th.

Our part time Private Investigator for the past three years, Doug Gurski, was hired as a full time Private Investigator in the Kent County Public Defender Office, causing us to have to search for and hire a new part time Investigator for our office. It is a great opportunity for Doug to have a full time position in Grand Rapids.

We still are assisting Legal Aid of Western Michigan, and West Michigan Works with expungements. There is currently a delay in getting responses from the Attorney General office on filed Applications to Set Aside Convictions, pushing hearings to over 90 days from filing dates. The backlog is reflective of the surge of Applications being filed across the state.

Ionia County MSU Extension Semi-Annual Update, March, 2022

Ionia County MSU Extension continues to serve our residents both locally and regionally. As in the past, MSU Extension continues to offer both in-person and online programming opportunities. For online resources the web page originally created during the pandemic is still active as many residents are still cautious about engaging fully in the community – see [Remote Learning & Resources for Those at Home During COVID-19 Pandemic](#). The number of MSU Extension website users continues to grow as well. **In 2021 There were 16.7 million users partaking in 20.7 million sessions viewing 29.3 million pages. From Ionia County there were 1,529 users partaking in 1,465 sessions viewing 3,961 pages.** As you know, Janice Ransom retired at the end of 2021 and we have been in the process of finding her replacement. We hope to be able to announce this very soon. In the mean time, we have worked with the IT Group to enable our local staff to make full use of the new phone system. This has allowed us to monitor the local office even when we are on the road.

Supporting our local community

We receive phone calls, emails, faxes and in-person inquiries from local residents, the business community, farmers, government agencies and departments. The number one request is for information and resources to solve problems and improve businesses, families and systems. Our local staff provide the information and resources through educational programs, materials or expert advice. Our commitment to Ionia County is to accomplish our mission by providing Extension Educational Programs in the following areas:

- Agriculture & Agribusiness.
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

How have we accomplished this over the last year?

Agriculture and Agri-Business

Kevin Gould is an experienced educator with the [Agriculture and Agribusiness Institute](#). He is the local contact for many agricultural issues including::

- Providing answers to grazing questions and developing grazing plans on a regular basis.
- Performing multiple ultrasounds on cattle for the benefit of the beef industry adding educational value and marketing opportunities for scanned cattle.
- Participating in the local response to agricultural accident planning and training.
- Working on local farm succession issues.

- Presentating on the Right To Farm Act.
- Answering local agricultural questions.

In addition to and including Kevin, we have a network of agriculture educators and program instructors that have provided the following programs to Ionia County residents in 2021:

▪ Basic Home Hydroponics	2
▪ Michigan Manure Management Summit	2
▪ Cabin Fever Conversations	1
▪ MI Ag Ideas to Grow With	3
▪ Michigan Soybean On-farm Research Winter Meetings	9
▪ Virtual Pest and Crop Management Update 2021	3
▪ Smart Gardening with Vegetables 101	1
▪ Sustainable Farming webinar	1
▪ Back to Basics: Christmas Tree production	2
▪ 2021 Farm Bill and Crop Insurance Decisions	4
▪ Tree Fruit Pruning workshop	1
▪ Birth Management for Sheep and Goats	1
▪ Sheep and Goats for Small Farms	3
▪ MSU Feedlot Educational series	2
▪ Return of the Coronavirus Relief Programs	1
▪ Great Lakes Regional Dairy Conference – Strategic Planning	7
▪ Hay Production 101	1
▪ Women in Agriculture: Taking a Seat at the Table with Confidence	1
▪ SARE – Training Agricultural Professionals on Innovative online tools	1
▪ Field Crops webinar series	4
▪ Backyard Fruit 101 webinar series	1
▪ Michiana Irrigated Corn and Soybean Conference	1
▪ Maternity Training – Steenblick Dairy	9
▪ Michigan Beekeeping webinar	5
▪ Invited presentation to Kalamazoo Bee Club	1
▪ June Lawn and Garden contacts	1
▪ Milker meeting and discussion	5
▪ Manure Hauler Certification Presentation	1
▪ Small Grains for Brewing and Distilling Field Day	1
▪ USDA Specialty Crop Research and Extension Initiative	2
▪ August Lawn and Garden Hotline contacts Oakland County	2
▪ 2021 Michigan Christmas Tree Association meeting	3
▪ IPM of the spotted wing drosophila and the blueberry stem	2
▪ Direct Marketing webinar	1
▪ Dig In! – West Michigan Extension Master Gardeners	4
▪ Solar Grazing Pasture Walk	4
▪ MSU Soybean Research and Crop Management Field Day	1
▪ Milker Training – Steenblick Dairy	23
▪ Prepare Your Farm for Tax Season Now – online workshop	1
▪ Feed Program Assessment	6

▪ Smart Gardening with Bulbs	1
▪ Beef Quality Assurance Certification	1
▪ Great Lakes Fruit, Vegetable and Farm Market Expo	32
▪ Feeder Training – Steenblick Dairy	5
▪ Extension Master Gardener Basic Training	1
▪ Extension Master Gardener Class	1
▪ Extension Master Gardener local evaluation	1
▪ Integrated Crop and Pest Management update	9
▪ Pollinator Champions Free Online Class	2
▪ Consumer Horticulture – Ask an Expert	25
▪ D2L Pesticide Course	1
▪ Montcalm Community College Ag Student Gathering	5
▪ MEAP Educational Field Day – Beef Cattle and Pasture Management	31
▪ Hay Production 101	1

Children & Youth

John Duval is our 4-H Program Coordinator. The program coordinator develops partnerships, recruits and maintains volunteers, recruits youth for programs and clubs, manages budgets and oversees the operation of all club and 4-H council activities. Through hands-on clubs, short-term clubs, educational programs and special events, our aim is to prepare youth to be productive, creative, and enthusiastic contributors to the Ionia community. Many in positions of leadership today, participated in 4-H growing up. We want to continue and improve that tradition.

- There are 40 active clubs and committees that John oversees and coordinates.
- There are 101 active volunteers that John manages and maintains within the MSU Extension Volunteer Central System.

John and colleagues from the Children and Youth Institute coordinate educational programming and activities for Ionia County 4-H youth, volunteers, caregivers and the general public. Our Ionia County residents have the opportunity to participate in many opportunities statewide and beyond. In 2021, Ionia County youth, volunteers and residents participated in the following Children and Youth Institute educational activities:

▪ Adulting 101: Winter Series	3
▪ Adulting 101: Summer Series	2
▪ What's All the Buzz? 4-H Bee Programs	1
▪ Wild and Crazy 4-H Careers	1
▪ Pippin's Pantry: DIY Dog Treats	1
▪ 4-H Lego SPIN Club	2
▪ Let's Talk: Parent and Provider Communication, Extension Extras	2
▪ MYOI – Entrepreneurship	1
▪ Cooking with Kristi	1
▪ Screen Time for Young Children	1

▪ Together We Can: Extension Extras Parenting Hour	1
▪ 4-H Capitol Experience Youth Summit	2
▪ The Roots and Branches of Your Family Tree	1
▪ Guiding Principles for Highly Successful Parenting Webinar	2
▪ Healthy Living: Daniel Gil Presentation	2
▪ Hinamatsuri Japanese Girls' Day Celebration Series!	2
▪ Young at Art Extension Extras Parenting Hour	1
▪ Earth Day Heroes SPIN Club	1
▪ Building Early Emotional Skills	2
▪ 4-H Exploration Days Expanded	1
▪ Eaton and Ingham 4-H Cloverbud Camp	1
▪ U. P. State Fair Market Livestock Record Book Competition	4
▪ U. P. State Fair Livestock Skillathon	1
▪ 4-H Financial Fitness and Fun	1
▪ Crane Fest	1
▪ Fair Activities: Pollinator Free Ice Cream Sundae, Number Game	9
▪ Raising Young Readers, Extension Extras	2
▪ D2L Embryology Train the Trainer	1

Health and Nutrition

Tammy Fletcher was our Consumer Nutrition Instructor in 2021. Tammy delivered health and nutrition programming to youth and adults throughout the County and region. Tammy partners with schools, community centers and other partners to deliver this critical education that helps youth and adults make wise food and nutrition choices, learn new skills and how to prepare and eat healthy meals. In addition to the work of our Community Nutrition Instructor, the County residents have access to education from our health team, food safety and disease prevent teams statewide. In 2021 Ionia County residents participated in the following programming offered by Tammy and our Health and Nutrition teams:

▪ Winter Food Preservation: Selecting Seeds	2
▪ Winter Food Preservation: Using Frozen Fruit and Juice	1
▪ Winter Food Preservation: Beans, Beans, Beans	1
▪ Winter Food Preservation: Broths and Soups	1
▪ Winter Food Preservation: Preparing for Preservation	2
▪ Winter Food Preservation: Using What You Preserved	1
▪ Winter Food Preservation: Preserving Maple Syrup	1
▪ Preserving Foods: Tools of the Trade	1
▪ Preserving MI Harvest: The Art of Sauerkraut	1
▪ Preserving MI Harvest: - Garden Leftovers: pumpkins and squash	1
▪ Preserving MI Harvest: Preserving Soups	1
▪ Preserving MI Harvest: Preserving Wild Game	1
▪ Preserving MI Harvest: Preserving Food for Gifts	1

▪ Michigan Cottage Food Law	8
▪ Safe Food = Healthy Kids	3
▪ Show Me Nutrition online	15
▪ Ionia Middle School Teen Cuisine	241
▪ Changing Negative Self Talk	1
▪ Maintaining Health During Challenging Times	1
▪ Begin With a Breath	2
▪ Making Food Fun for the Picky Eater	3
▪ Stress Less Coffee Hour	1
▪ RELAX	6
▪ RELAX: Alternatives to Anger Calming Down and destressing	1
▪ Stress Less With Mindfulness: Mindful Eating	1
▪ Stress Less With Mindfulness	1
▪ Mindfulness	1
▪ Powerful Tools for Caregivers of Special Needs Kids	1
▪ Mindfully Feeding Infants and Toddlers	1
▪ Eight CAP Ionia Show Me Nutrition	60
▪ Diabetes Toolkit phone course	1
▪ Asparagus – Spring’s First Vegetable	1
▪ Food Safety Q & A: Eggs, Eggs, Eggs now what?	1
▪ 2021 Rhubarb	1
▪ Spring’s Early Catch: preserving fish	1
▪ 2021 WIC Food Safety	1
▪ WITS Workout	1
▪ Maintaining Health through Self Care	2
▪ Online Diabetes PATH Series	1
▪ Investigating Food with Science – Green Eggs and Ham	1
▪ Investigating Food with Science – Charging your lemons	2
▪ Investigating Food with Science – Magical Balloon	1
▪ Investigating Food with Science – What is in Your Water	1
▪ Dining with Diabetes	13
▪ Mental Health First Aid	1
▪ Teaching Kids Mindful Eating	1
▪ Presentation on Fruits and vegetables: youth	205

Community, Food and Environment

Brenda Long and **Katie Ockert** are both experienced educators from the Community, Food and Environment Institute.

Brenda is part of the Finance and Homeownership Team. Brenda offers foreclosure education and helps many local residents apply for home-saving assistance. This not only benefits the homeowners, but the County receives the benefit of real property taxes being paid that otherwise may not be collected. In addition, Brenda and her colleagues offer many personal finance and

homeownership series – some required for future homeowners to qualify for certain loan programs. Brenda offers financial and homeownership education to Ionia county residents and beyond.

Katie is the sole Chronic Wasting Disease educator for MSU Extension. In addition to gathering vital information, offering educational programming and guidance for hunters, Katie answers many animal disease questions from both local and statewide residents. Katie is often in the field but also puts on webinars and other online seminars.

Brenda, Katie and their colleagues offer Ionia County residents many educational program opportunities including and in addition to the above. There are many natural resource, good governance, community food systems and environmental programs as well. In 2021, Ionia County residents participated in the following:

▪ 2021 Introduction to Lakes	1
▪ Citizen Science Program: MICorps Cooperative Lakes Monitoring	1
▪ Lake and Stream Leaders Institute	1
▪ Wild Spartans Series	4
▪ Loan Preparation for New and Beginning Farmers	1
▪ FIT Program Opportunities for MEDC RRC Communities	1
▪ Leading from Any Chair	2
▪ ELP Session I & II	2
▪ Retirement Myths and Facts webinar	1
▪ Your Money Your Goals	1
▪ Spending Plan	1
▪ Informed Renter	4
▪ Homebuyer Education	3
▪ Budget Credit and Affordability 8 Cap	5
▪ eHome	3
▪ Money Management eMoney	
▪ Foreclosure Prevention Triage	27
▪ Foreclosure Counseling	1
▪ Every Penny Counts: Savings Strategies and Tips	1
▪ Retirement Reality Fair	1
▪ Understanding and Applying New Federal Outdoor Recreation Data	1
▪ 10 Cents School Foodservice Support Webinar – Sourcing Local	1
▪ Towards a Sustainable Meat Supply Chain in Michigan	1
▪ Introduction to Orienteering	1
▪ Meeting Deer's Nutritional Needs through Food Plots	6
▪ Monthly Product Center Client Consultations	11
▪ Fiscally Ready Communities: Capital Asset Management and Planning	2
▪ Fiscally Ready Communities: Budget for Fiscal Sustainability	3
▪ Great Lakes Lunch and Leadership Academy: Lunch and Leadership	2
▪ Conducting Land Division Reviews	1
▪ Regional Meetings for ARPA Local Government Funding	6



Our local and extended staff are proud to serve the residents of Ionia County by meeting their needs as we have done for more than 100 years. Thank you for your support!

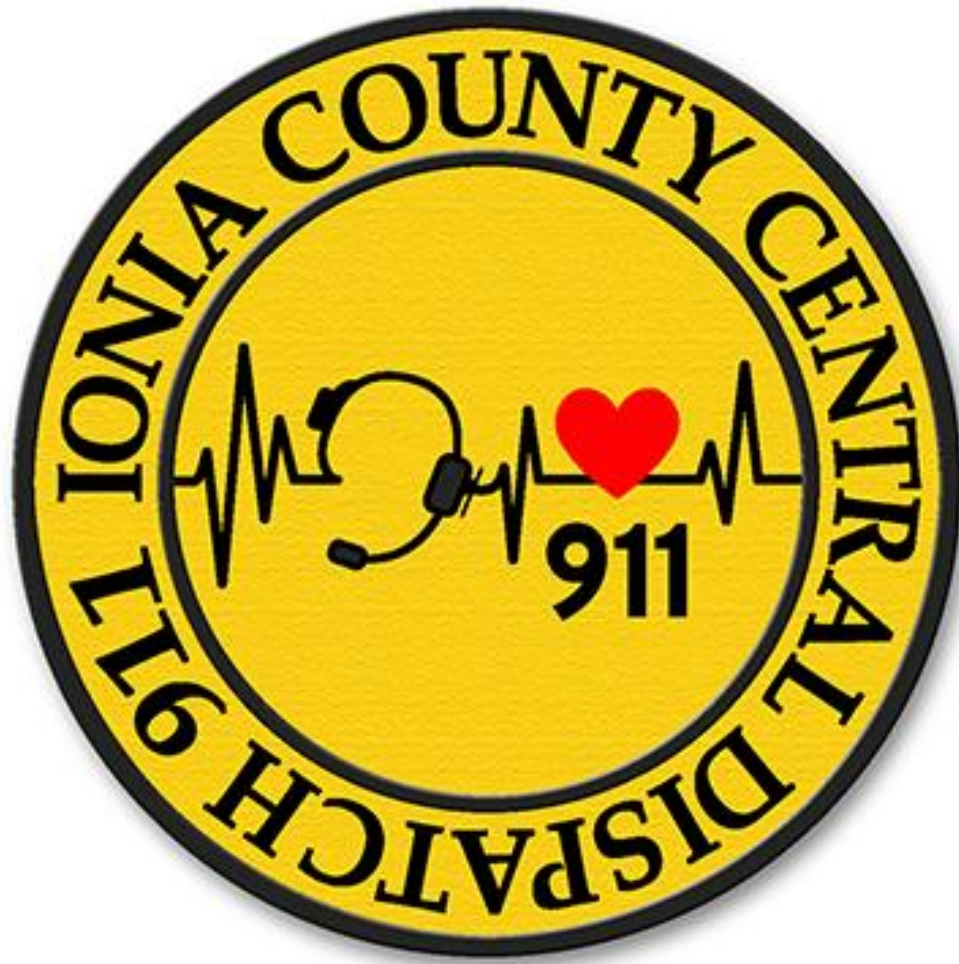
(Pictured above - top row: Kevin Gould, John Duval and District Director Bill Hendrian. Bottom row: Tammy Fletcher, Brend Long and Katie Ockert)

Through successful partnership and collaboration with Ionia County, MSU Extension has helped to grow Ionia County's economy by equipping Ionia County residents with information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed.

MISSION:

Michigan State University Extension helps people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities.

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2021

Year End Report



IONIA COUNTY CENTRAL DISPATCH

545 Apple Tree Dr
Ionia Michigan 48846
Admin: (616) 522-0911

Director: Lance Langdon

To: Ionia County Board of Commissioners, and Residents of Ionia County

Date: March 1, 2022

Reference: 2021 Ionia County Central Dispatch Annual Report

I would like to start by thanking the Board of Commissioners and County Administrator for allowing me the honor and pleasure to join the team of wonderful people at Ionia County Central Dispatch in August.

I have been involved in Public Safety for 33 years prior to moving to Ionia County and have seen a great deal of change, in the way 9-1-1 Services have been provided. The advances in Next Generation 9-1-1 have provided us additional tools to bring First Responders to those in need of help together when the need arises. There will also be much more to come as technology advances and provides additional tools to help us help you in a time of need.

Ionia County Dispatch has seen a bit of change in 2021, while dealing with the effects of Covid-19 in our work and home lives. Despite our best efforts about one half of the staff has had to endure the illness and fill the many gaps in staffing that resulted from it. I want to assure everyone that with the dedication to service that is part of the ICCD family, your safety was never diminished with staffing levels being maintained by the remaining healthy staff members.

Director Jim Valentine retired on May 14th, 2021, after having served as 911 Director since 2009. Jim worked and brought Next-Gen technologies to Ionia County to enhance the services provided to its residents. Jim was well known in the 9-1-1 community as well the local area. Having served as a Police Officer, Detective and Police Chief prior to ICCD he served for 46 years. Jim has left some very big shoes to be filled.



Ionia County Sheriff Charlie Noll filled in as Interim Director, with Daily Operations being handled by Supervisors Kevin Booth and Michael Ketchum. Their work in maintaining operations through the transition is greatly appreciated.

The Center has had some other staffing changes as four of our staff members resigned their positions. Two of the staff moved to other employment opportunities, one moved to a

new full-time career but remains as a part time member with the center. The fourth employee moved to a larger center in a near by county. We thank them for their service and wish them well.

With losing staff we were able to fill all four vacant positions. New staff members were added in March, July, October, and November after the vacancies opened. These new staff members will go through a great deal of training to learn the art of Dispatching here in Ionia County.

July 1, saw an increase in the telephone surcharge for residents of Ionia County. The charge increased from \$2.30 to \$2.80 per device. With the increase starting mid-year we are working to determine what the true increase of funding will be. While estimates project the funds that will be received, the actual number of devices that will pay the surcharge is unknown and changes regularly with people changing vendors and services. This surcharge is the main funding source received by the center for operations.

A major change was made to the Center's operations in January as the CAD (Computer Aided Dispatch) system was changed. This system works in conjunction to the 9-1-1 phone system to receive, dispatch and document information from callers. This system provides law enforcement call information in their patrol cars and to systems used by fire agencies to provide call information. Our EMD (Emergency Medical Dispatch) program also works with the systems so that responders have as much information as possible at their disposal when responding to a medical emergency.

2021 saw a return to our education program with Heartland Schools. About 60 students visited staff at ICCD and learned about the 9-1-1 Center and what we do here. Dispatch Supervisor Kevin Booth oversees this program that started in October and will run until early summer.

As I joined the Center, staff members were interested in changing or updating the Centers logo. Our Officer Manager Cathi designed the new logo that is on the cover of this report. She incorporated the old heartbeat symbol with the gold color that represents Dispatchers along with a headset used by staff in the center to answer your calls. The Heart I feel represents the love that the staff here at ICCD has for the job they do each day and for the first responders and citizens they serve.



I look forward to serving with these great people as we move into 2022 and appreciate how welcome they have made me feel.

The remainder of this year end report will provide information and statistics as to the activities of the center.

Respectfully submitted,

Lance Langdon

Lance Langdon, ENP

Current Central Dispatch Staffing

Director

Office Manager

Supervisors (2)

Dispatchers – Full Time (11) *

Dispatchers – Part Time (2)

- Four Dispatchers are currently in a training phase

Mission

Ionia County Central Dispatch is committed to enhancing the protection of life and property of Ionia County by providing efficient, reliable, responsive, and professional public safety communications.

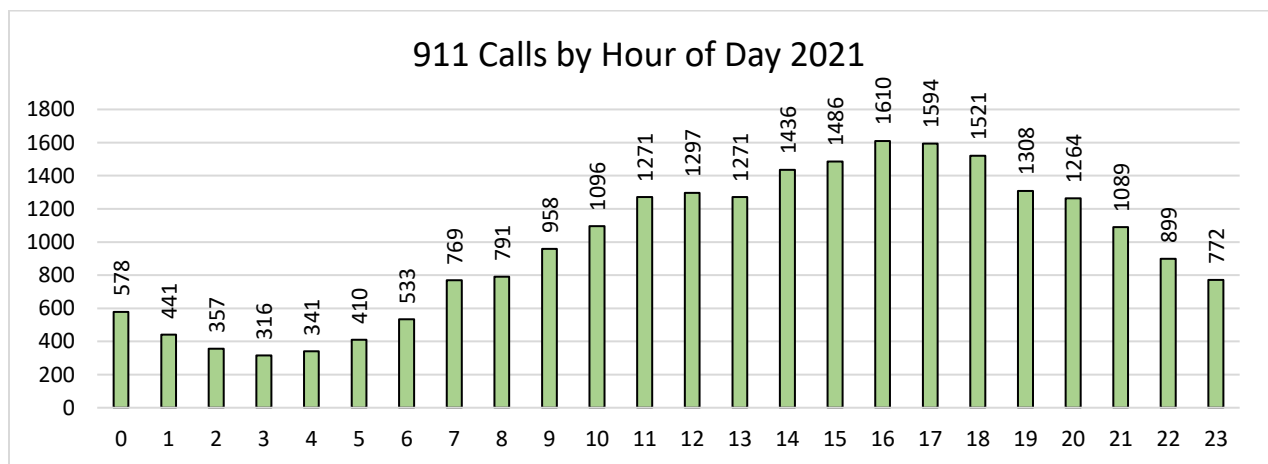
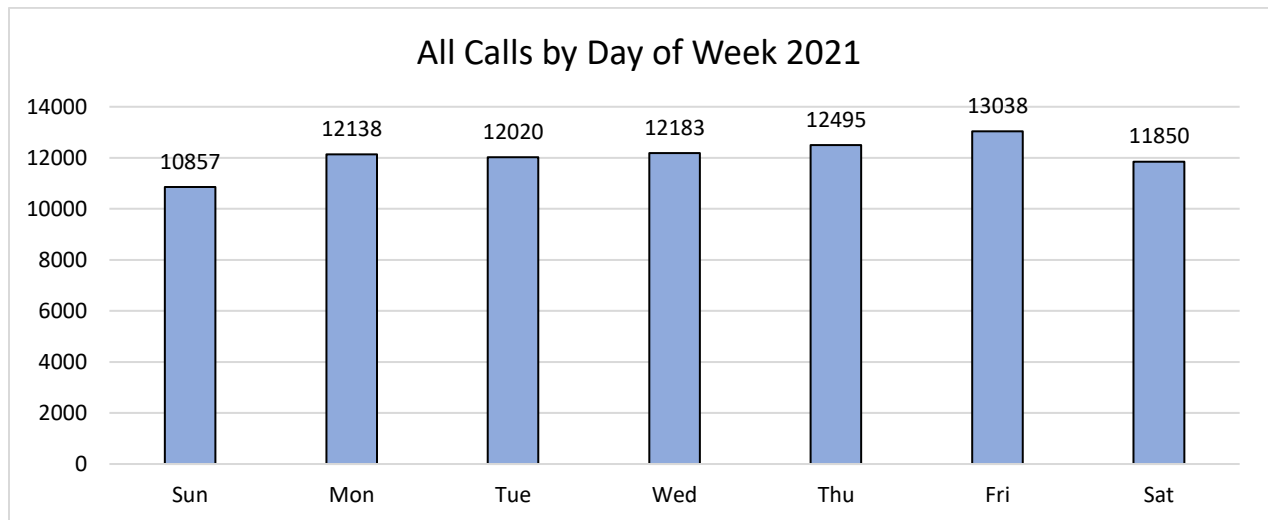
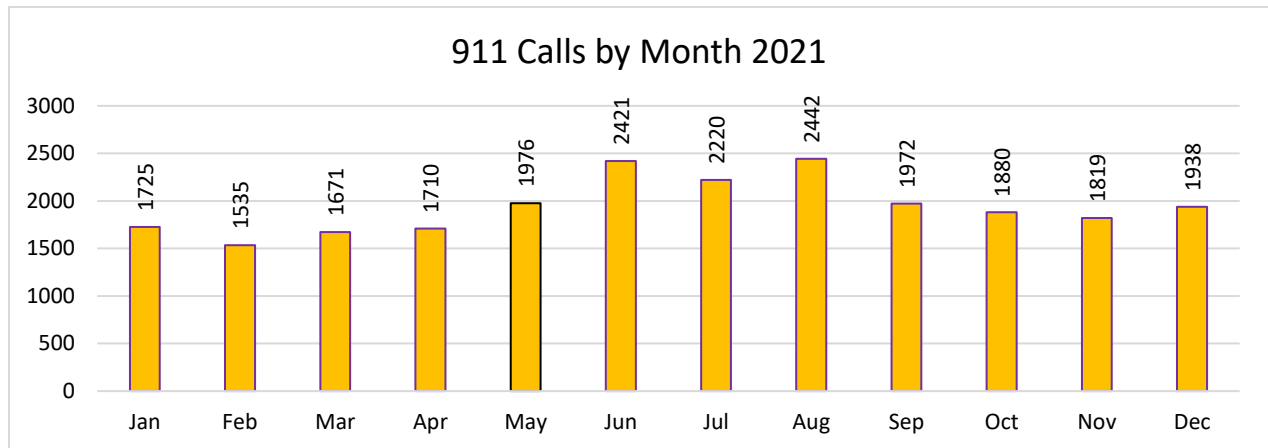
Vision

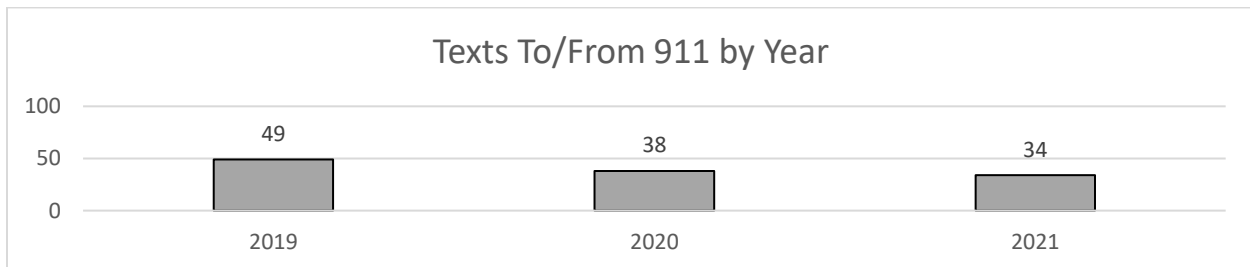
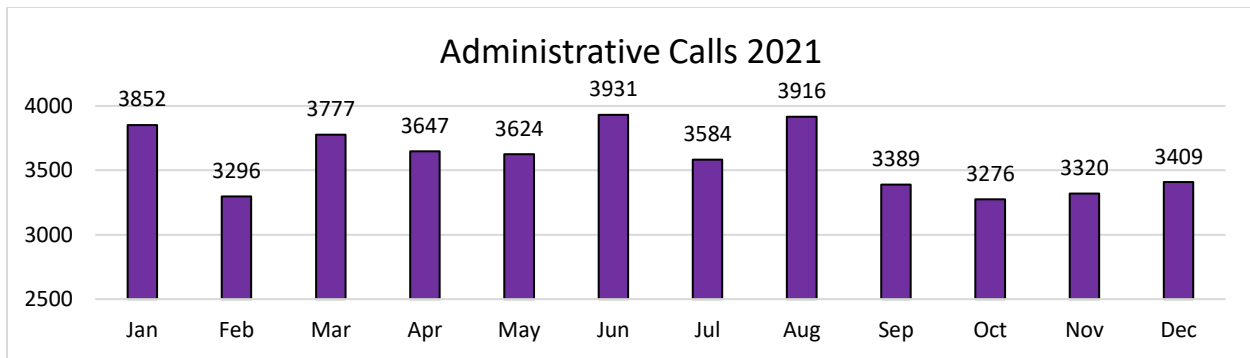
To become the leader in public safety dispatching by providing state-of-the-art dispatching services

Values

Building a proud record in public safety communications through service, excellence, and courtesy.

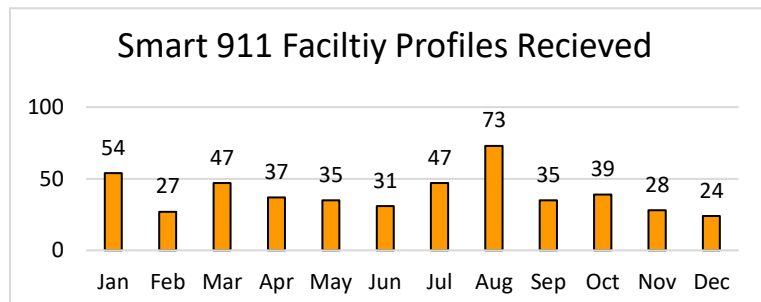
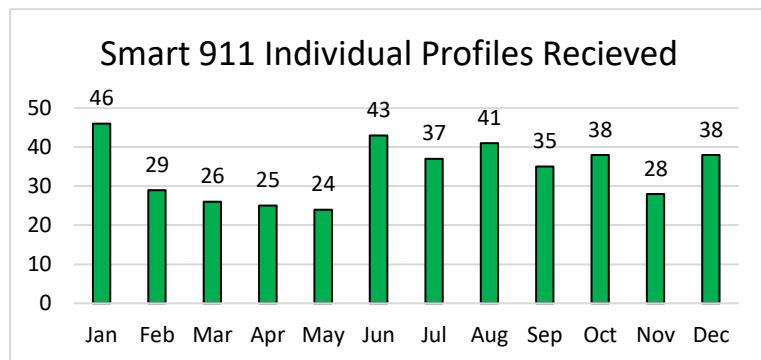
Call Center Statistics



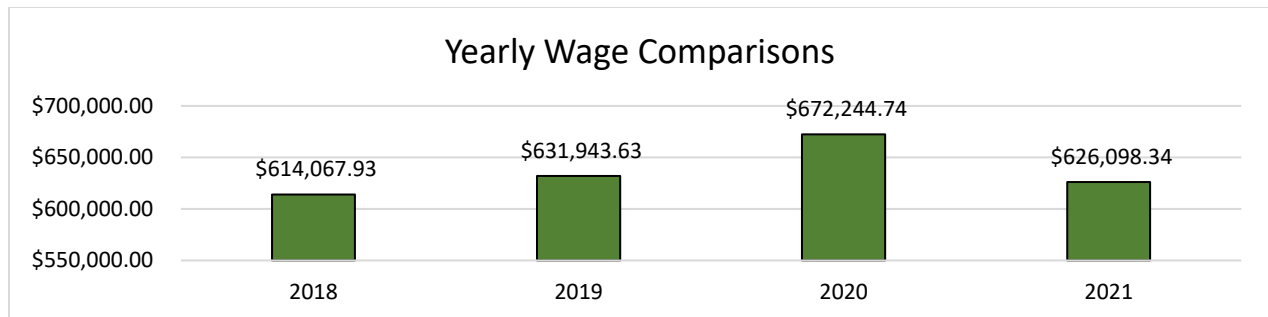


Smart 911 is a service that allows you to build a profile and share information with 911 when you call for help. You can provide

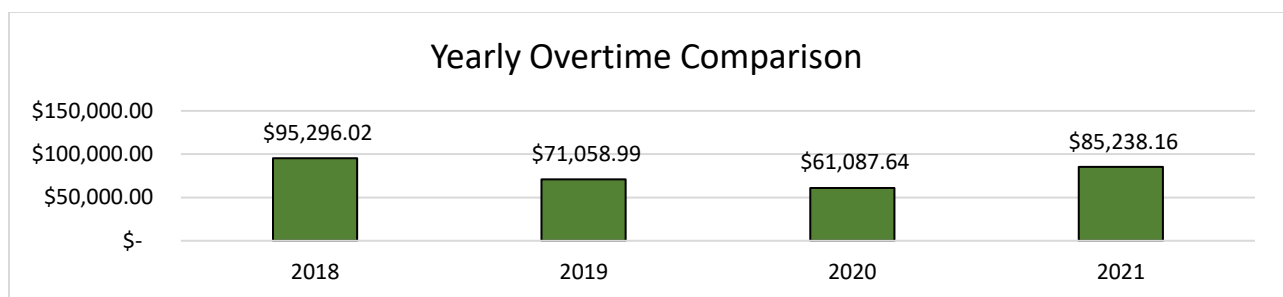
information on medical conditions, prescriptions taken, emergency contacts, key locations, or codes for responders to use to get to you when you have an emergency. Share as much or little as you wish for home, office, or vacation home.



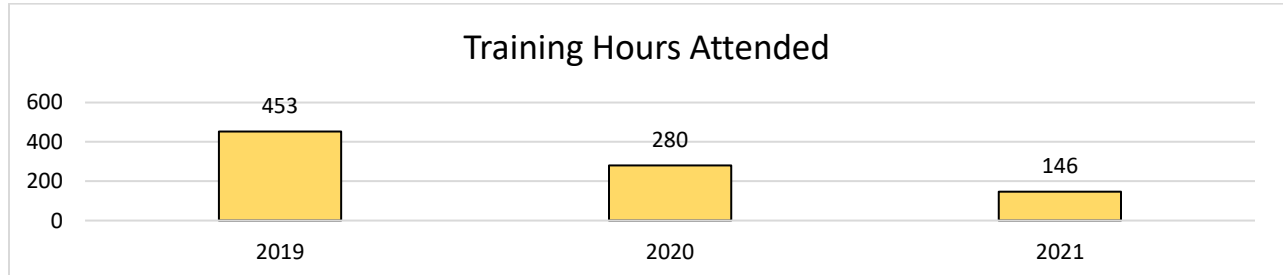
You can also create a profile for your business. Again, you choose to add what you wish to share, emergency contact numbers, light panel locations, any hazards, that responders should be aware of.



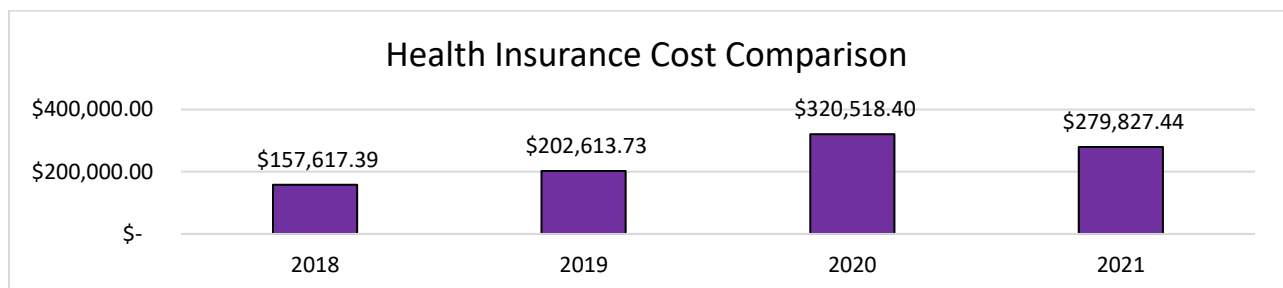
For 2021 there were (5) five positions that came open and were filled with new staff members at a lower starting pay rate. There was a total of 52 weeks of a position being open resulting in additional payroll savings.



Open positions in 2021, discussed above resulted in additional overtime for shift coverage.

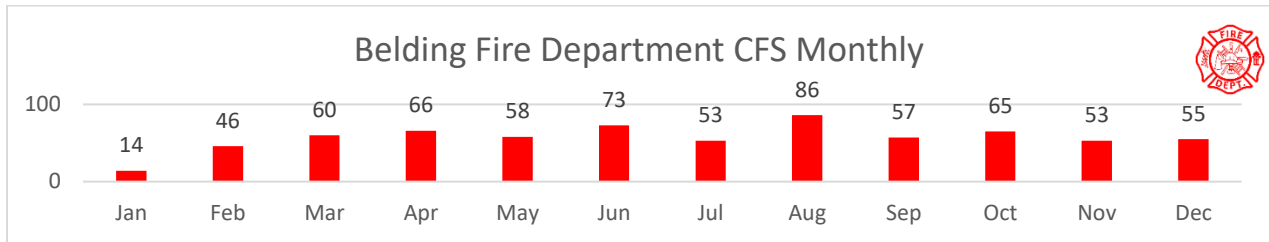


Training hours reduced as the result of COVID shutdowns, more classes now being offered in an online format. 2019 saw many 40 hour required training instances for staff to complete their State 911, requirements. Staff must have 24 hours of training in a 2-year period.

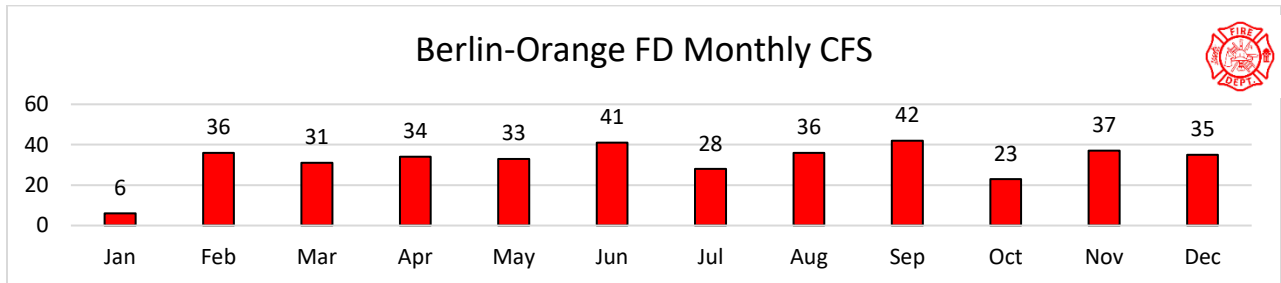


The staffing shortage in 2021 would also have an impact on the total cost of Health Insurance. Each of the open positions was filled by the end of 2021.

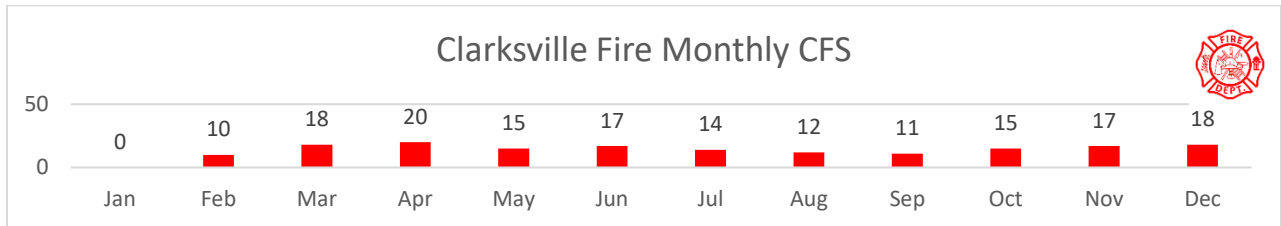
Belding Fire – 686 Calls for Service – 5.93% of Fire CFS



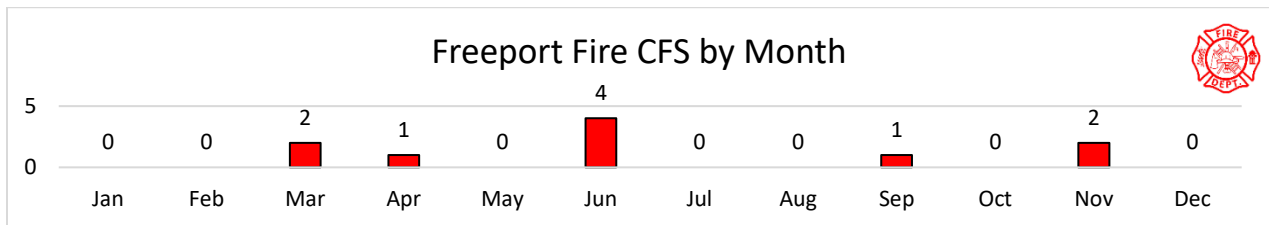
Berlin-Orange Fire – 381 Calls for Service – 17.42% of Fire CFS



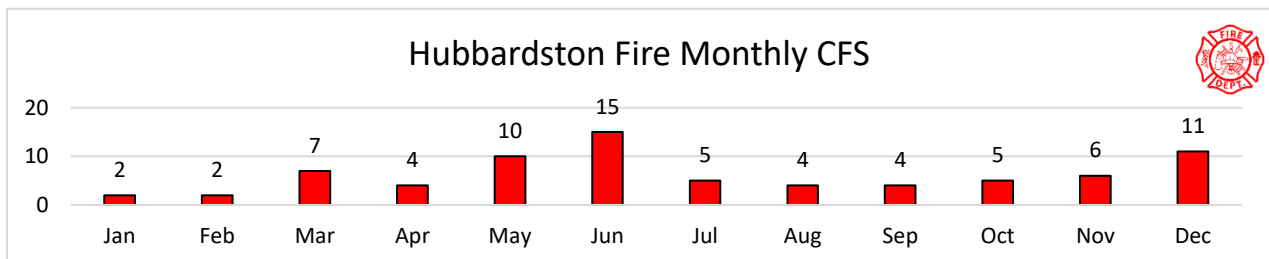
Clarksville Fire – 167 Calls for Service – 7.52% of Fire CFS



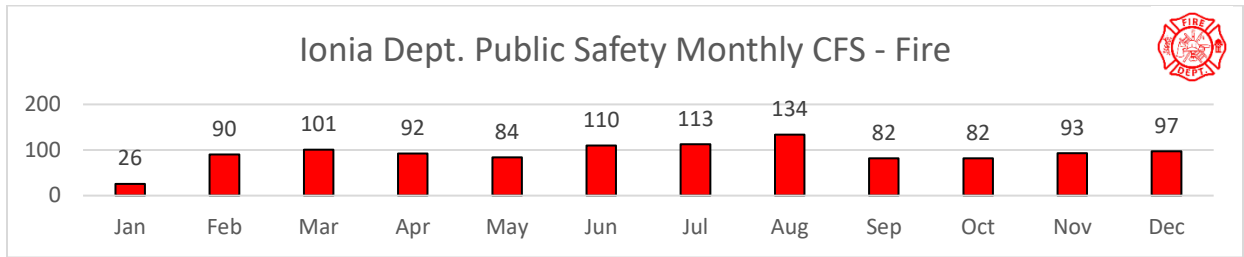
Freeport Fire – 10 Calls for Service – 0.46% of Fire CFS



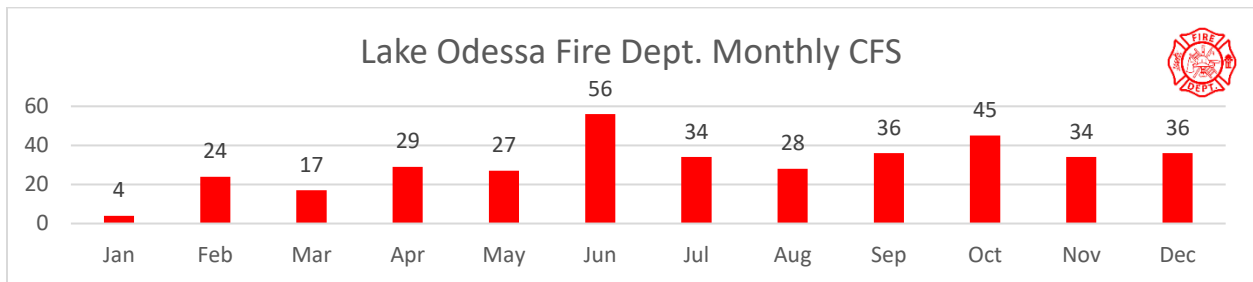
Hubbardston Fire – 75 Calls for Service – 3.42% of Fire CFS



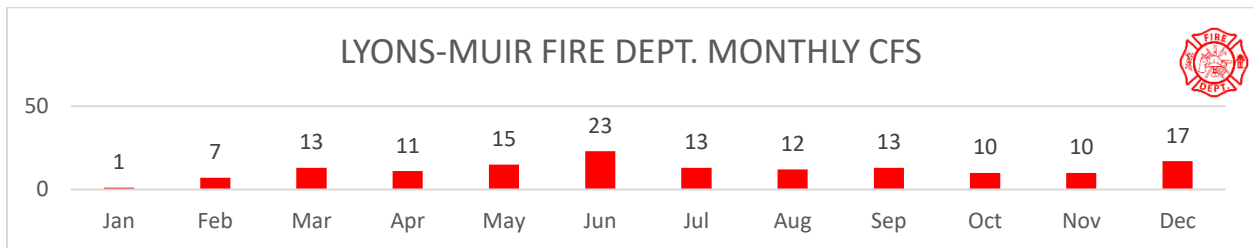
Ionia Department of Public Safety Fire – 1104 Calls for Service - 50.34% of Fire CFS



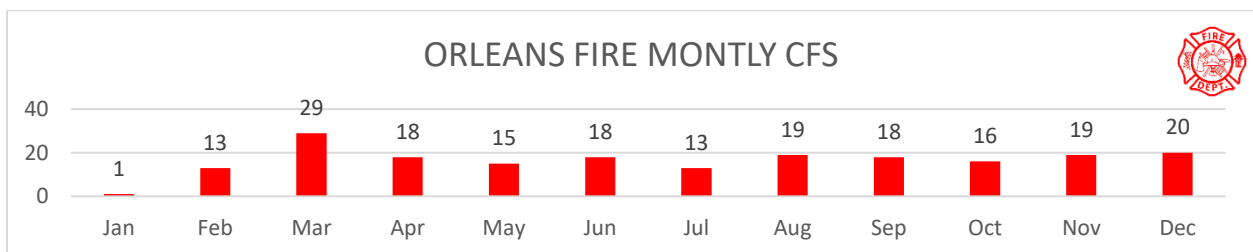
Lake Odessa Fire – 370 Calls for Service – 2.10% of Fire CFS



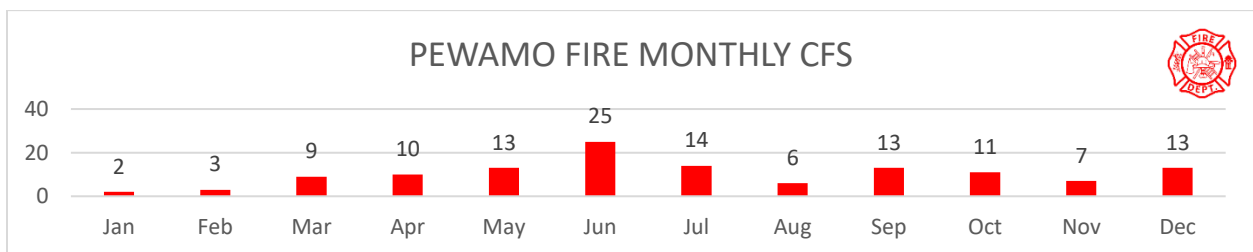
Lyons-Muir Fire – 145 Calls for Service – 1.09% of Fire CFS



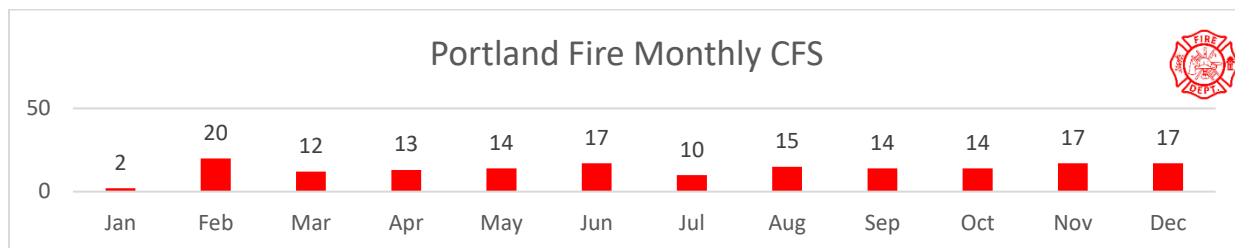
Orleans Fire – 199 Calls for Service – 1.37% of Fire CFS



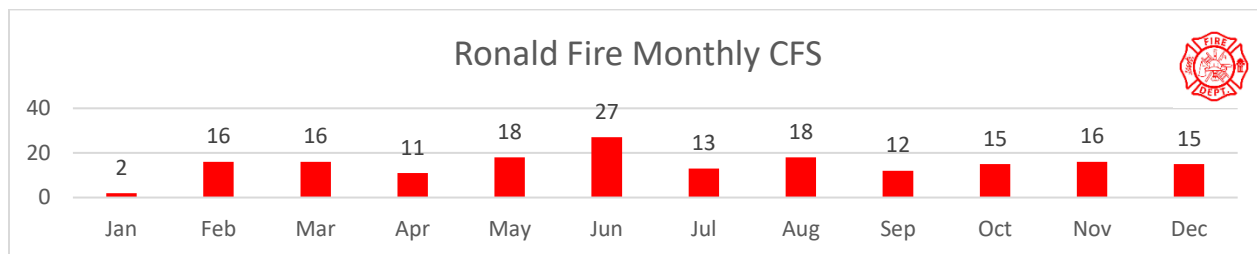
Pewamo Fire – 126 Calls for Service – 1.19% of Fire CFS



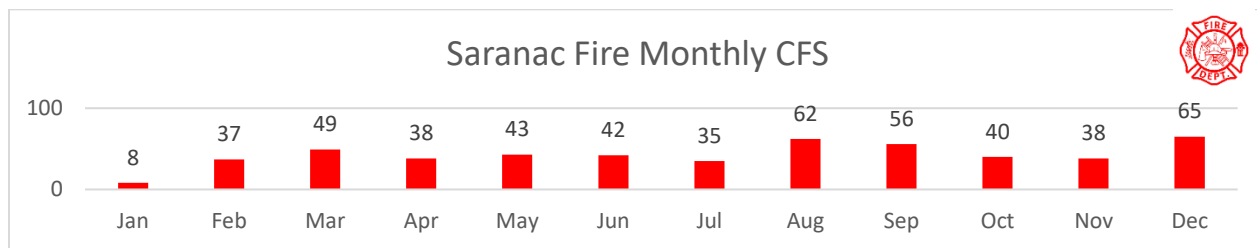
Portland Fire – 165 Calls for Service– 2.83% of Fire CFS



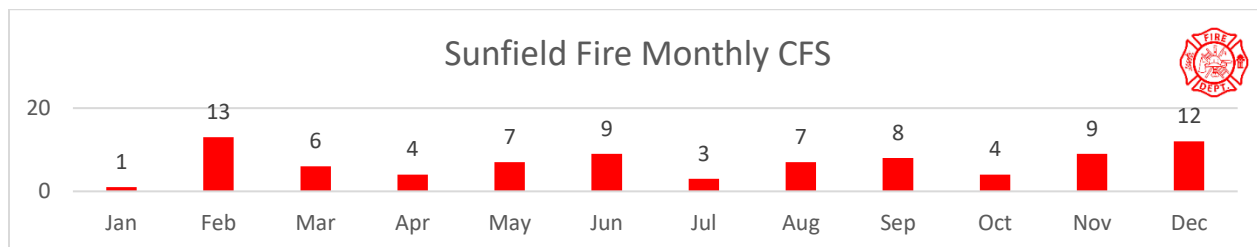
Ronald Fire – 179 Calls for Service – 1.50% of Fire CFS



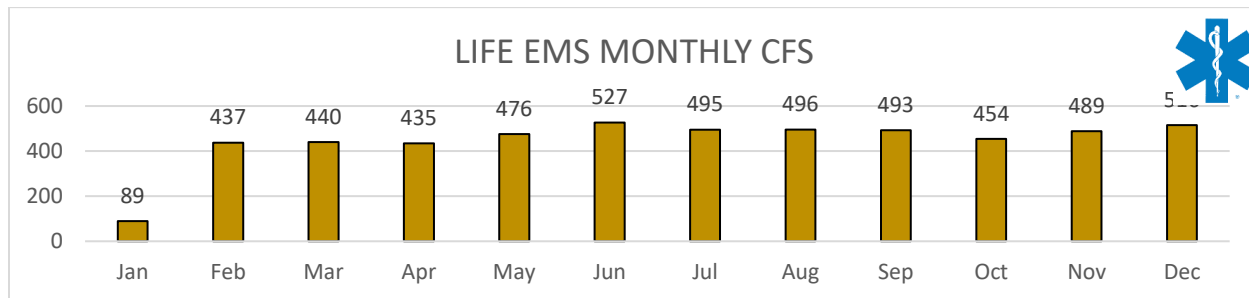
Saranac Fire – 513 Calls for Service – 4.51% of Fire CFS



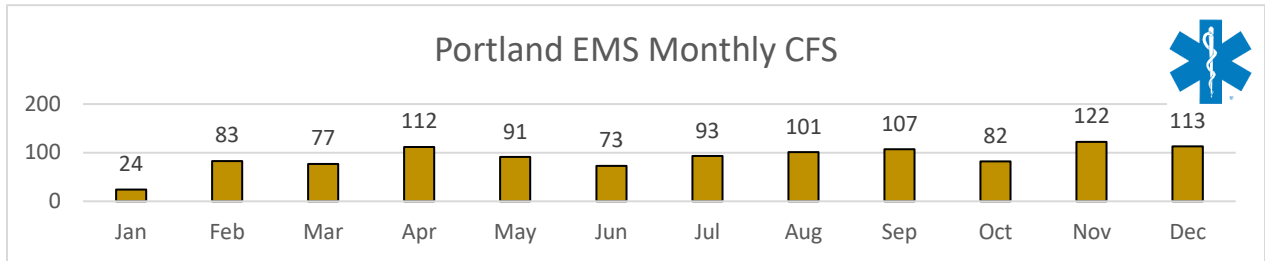
Sunfield Fire – 83 Calls for Service – 0.41% of Fire CFS



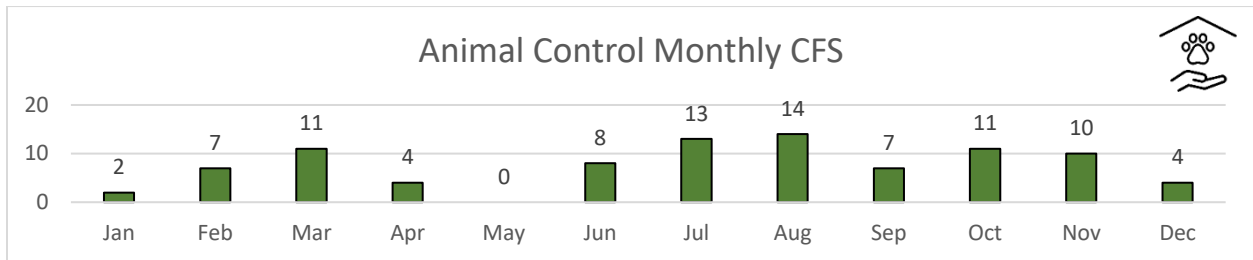
Life EMS – 5347 Calls for Service



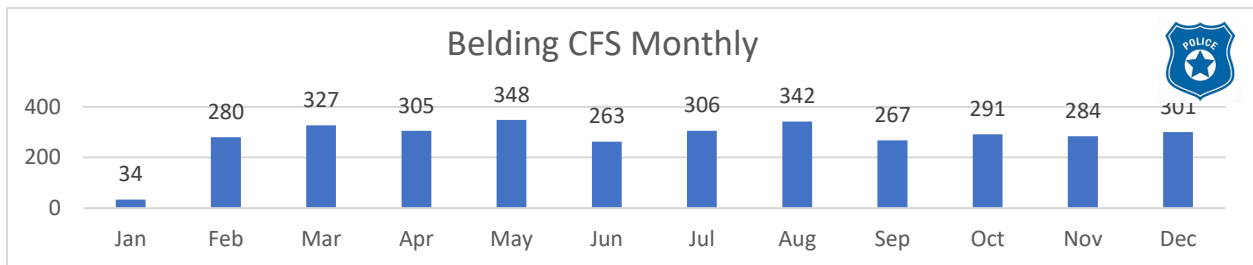
Portland EMS – 1078 Calls for Service



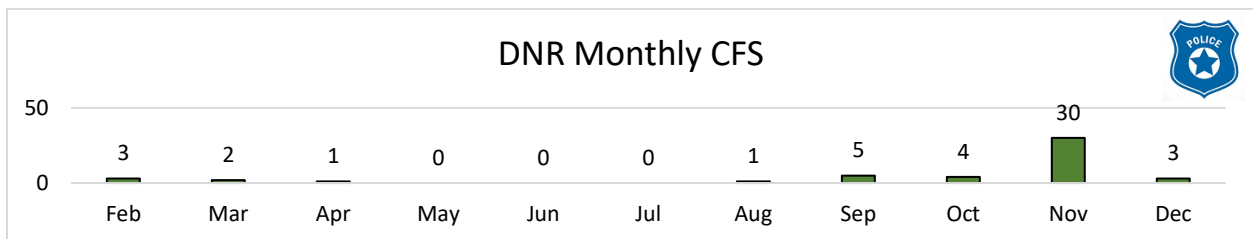
Ionia County Animal Control – 91 Calls for Service



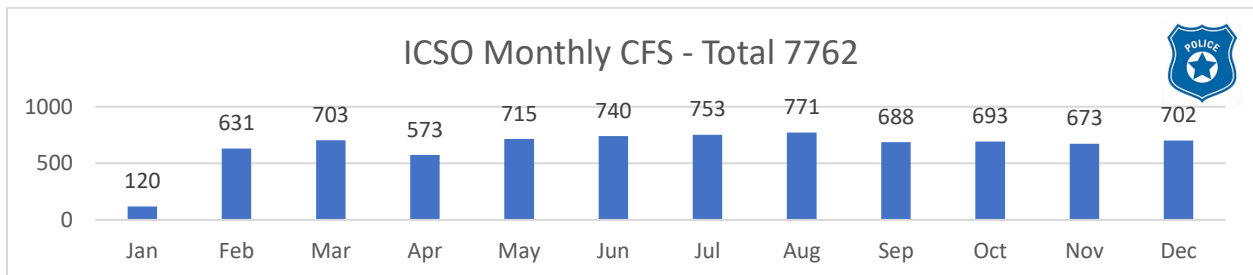
Belding Police – 3348 Calls for Service – 13.33% of LAW CFS



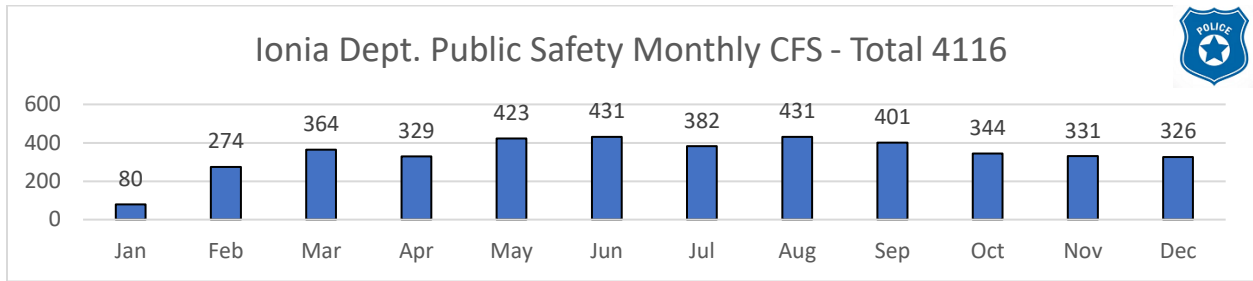
Department of Natural Resources Law Enforcement – 50 Calls for Service – 0.24% of LAW CFS



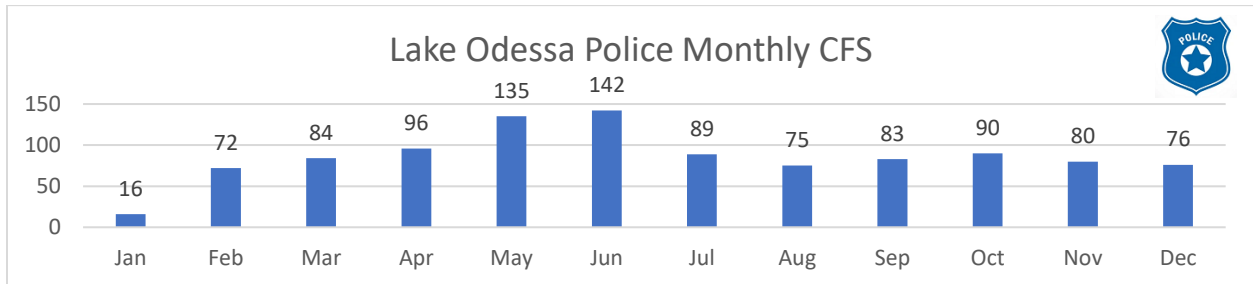
Ionia County Sheriff – 7762 Calls for Service – 30.90% of LAW CFS



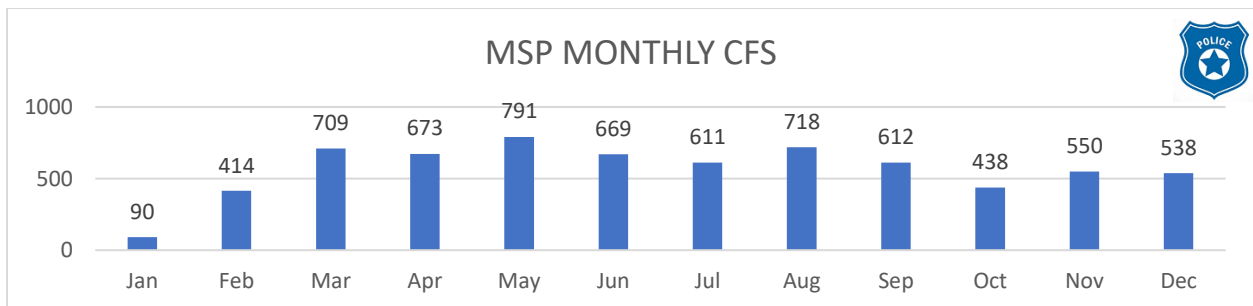
Ionía Department of Public Safety – 5218 Calls for Service – 16.39% of LAW CFS



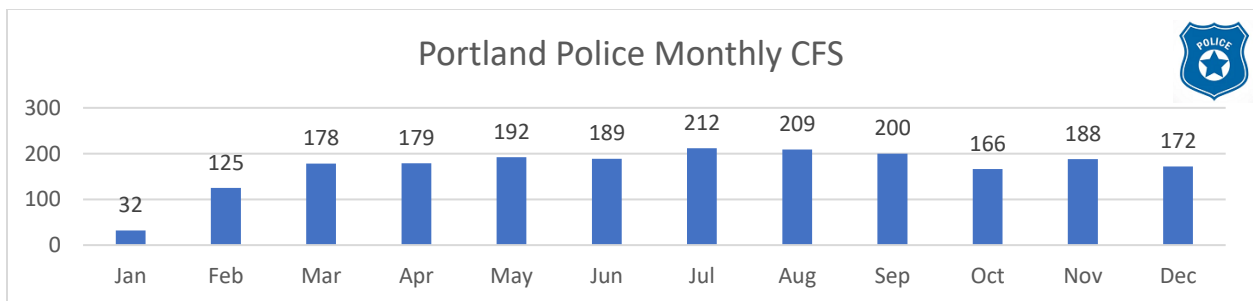
Lake Odessa Police – 1038 Calls for Service – 4.13% of LAW CFS



Michigan State Police – 6813 Calls for Service – 27.12% of LAW CFS



Portland Police Department – 2042 Calls for Service – 8.13% of LAW CFS



Townships	CFS Count	Percentage of CFS
Otisco Township	987	5.55%
Orleans Township	1095	6.16%
Ronald Township	728	4.09%
North Plains Township	369	2.08%
Keene Township	392	2.20%
Easton Township	1051	5.91%
Ionia Township	2406	13.53%
Lyons Township	939	5.28%
Boston Township	2078	11.69%
Berlin Township	1798	10.11%
Orange Township	1757	9.88%
Portland Township	1193	6.71%
Campbell Township	542	3.05%
Odessa Township	1515	8.52%
Sebewa Township	225	1.27%
Danby Township	703	3.95%

Calls broken down by Township providing a count of Calls for Service and the percentage of the total calls received.

Looking forward to 2022



Work with the Ionia Fire Agencies to update to 800MHz Radios

IC Fire is currently on an old VHF radio system that can not communicate with other first responders- A grant has been submitted and they are hopeful to receive funding for this project.



Roll out new TEXTY – Text to 911 program - Q1

This product was purchased from PFN with the change of the 911 Telephone Circuits. Staff training and move to this program to occur for launch.



Roll out What 3 Words – Location supplemental program - Q1

This is a free service that allows persons that do not know where they are to provide a location within 10 sq. meters.



Move all remaining telephone circuits to PFN - Q2

AT&T's costs for administrative circuits has become cost prohibitive. PFN is the current vendor for our 911 circuits, and we will be moving our other lines to them with a significant cost savings.



Dispatch Chair Replacement Program - Q2

911 Center chairs are used 24 hours a day. A trial lease agreement will be made to have chairs updated each year rather than purchasing them as has been done in the past.



Continue Hartland's Education Program – Open House - Q3

Hartland's student education program returned winter 2021 and will continue into 2022. We hope to continue in the fall and bring back to Ionia County our Open House with area first responders.

Monthly Report

January Activity

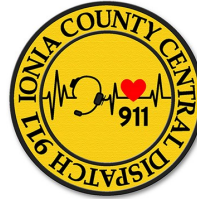
911 Calls— 1396

Administrative Calls— 4424

Text to 911— 3

911 Hang up Calls— 19

Calls for Service— 2850



Unit Responses / Activities

Law Enforcement— 1937

Fire— 346

EMS— 544

Higher Volume Calls for Service Received

Ambulance Transport— 78

Burglary— 10

CSC— 24

Domestic Assault— 22

Fraud— 23

Health & Safety Animal— 56

Larceny— 28

Medical Priority 1— 224

Medical Priority 3— 133

Non-Criminal— 42

Property Damage Accidents— 168

Suspicious Situations— 139

Assault— 16

Civil Dispute— 87

Disorderly Conduct— 39

Fire All Other— 31

General Assist— 164

Juvenile Complaints— 25

MDOP— 7

Medical Priority 2— 65

Mental Health Related— 23

Phone/Internet Harass— 27

Structure Fire— 16

Weapons Offense— 5



Special Programs Available

Smart 911— Share
Medical Information
with your 911 call.

Smart911.com



What 3 Words— App
that provides location
information to a 10
meter square.

What3words.com



Ionia County Central Dispatch

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Value Statement: Building a proud record in public safety communications through service, excellence, and courtesy.

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545 Apple Tree Drive
Ionia MI 49946

EMERGENCY: 911

NON-EMERGENCY: (616) 527-0400

ADMINISTRATION: (616) 522-0911

Director: Lance Langdon, ENP
(616) 527-5611
llangdon@ioniacounty.org

Office Manager: Cathi Brodbeck
(616) 522-0911
cbrodbeck@ioniacounty.org

Supervisor: Kevin Booth
(616) 527-5613
kbooth@ioniacounty.org

Supervisor: Mike Ketchum
(616) 527-5612
mketchum@ioniacounty.org

FOIA Requests - 911 Records Only
Form available at:
<http://ioniacounty.org/foia>

Send or Email to:
CentralDispatch@ioniacounty.org

Agency Individual Responses / Activity

Belding Fire— 69
Berlin-Orange Fire— 22
Clarksville Fire— 5
Freeport Fire— 1
Hubbardston Fire— 12
Ionia Department Public Safety Fire— 89
Lake Odessa Fire— 41
Lyons-Muir Fire— 16
Orleans Fire— 16
Pewamo Fire— 8
Portland Fire— 4
Ronald Fire— 13
Saranac Fire— 42
Sunfield Fire— 8
Life EMS— 449
Portland EMS— 95
Animal Control— 46
Belding Police— 255
Department of Natural Resources Law— 1
Ionia County Sheriff's Office— 617
Ionia Department Public Safety Law— 308
Lake Odessa Police— 56
Michigan State Police— 557
Portland Police— 143

Central Dispatch Activity

Two new programs were launched this month.

TEXTY which replaces our text to 911 program, allows for new and improved functionality.

What 3 Words has been put in place to help find a callers location when other methods of locating a caller have failed.

TextySM





Ionia County Emergency Management



Sgt. William S. Hoskins EMC

100 W. Main Street, Ionia MI 48846

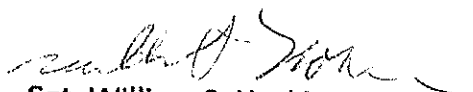
(616)527-8283 whoskins@ioniacounty.org

The County of Ionia will be purchasing Hazmat response equipment as outlined in AAF RG-2019-80-0035 for a total cost of \$20,967.00

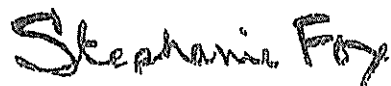
Ionia County is requesting that WMRMC who is the Region 6 Homeland Security fiduciary, now authorize the purchase order request for the Ionia County EM HazMat Project. Ionia County will then purchase and pay for the equipment. Ionia County will then submit request for WMRMC to reimburse the County of Ionia \$20,967.00 from the FY 19 Ionia County local allocation.

This project has the approval of the Ionia County LPT.

Respectfully,


Sgt. William S. Hoskins

Ionia County Emergency Management



Stephanie Fox

Ionia County Administrator

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Hazmat Response Equipment Purchase
03/15/22

CONTACT:

Sheriff Charlie Noll

DESCRIPTION:

Request permission to purchase Hazmat response equipment as outlined in AFF RG-2019-80-0035 for a total cost of \$20,967.00.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

[Click here to enter text.](#)

FINANCIAL ANALYSIS:

Ionia County will purchase and pay for the hazmat equipment. The County will then submit request for WMRMC to reimburse the County of Ionia \$20,967.00 from the FY 19 Ionia County local allocation. This project was approved by the Ionia County LPT.

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

03/15/22 Board meeting

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Ionia County Board of Commissioners approve the purchase of the hazmat response equipment as outlined in AAF RG-2019-80-0035 for a total cost of \$20,967.00.

ADMINISTRATOR'S RECOMMENDATION:

[Click here to enter text.](#)

Monthly Report

January Activity

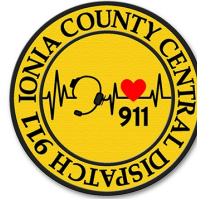
911 Calls— 1470

Administrative Calls— 3042

Text to 911— 4

911 Hang up Calls— 22

Calls for Service—2684



Unit Responses / Activities

Law Enforcement— 2055

Fire— 66

EMS— 523

Higher Volume Calls for Service Received

Ambulance Transport— 73

Burglary— 11

CSC— 18

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Fraud— 23

Health & Safety Animal— 47

Larceny— 50

Medical Priority 1— 250

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Ronald Fire— 20

Saranac Fire— 53

Sunfield Fire— 6

Life EMS— 498

Portland EMS— 96

Animal Control— 47

Belding Police— 251

Department of Natural Resources Law— 2

Ionia County Sheriff's Office— 743

Ionia Department Public Safety Law— 299

Lake Odessa Police— 55

Michigan State Police— 522