

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
MAY 16, 2023 - 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN**

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**
 - A. Civil War Flag Preservation- Maurice Imhoff
- VIII. New Business**
 - A. Maximus Report-Casey Steffee
 - B. Road Millage Renewal Resolution-John Niemela
 - C. Resolution Authorizing Contract 22-5474 Potter Road Project- John Niemela
 - D. Request to approve fill Emergency Management Position with Sgt. Jacob Sommer-Sheriff Noll
 - E. Approval of Budget Amendments- Tim Dame
- IX. Department Reports**
 - A. Public Defender
 - B. Health Department
 - C. Animal Shelter
 - D. ICEA Annual Report
- 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

A. Discussion with Attorney about Labor Agreements with Dispatch Group

XIV. Adjournment

Board and/or Commission Vacancies

- Economic Development Corporation/Brownfield Redevelopment Authority – Four- three-year terms.
- Board of Public Works-Two-three-year terms
- Central Dispatch-One-two-year Emergency Medical Representative and one-two-year Township Board Representative
- Parks Advisory Board- One-Two-year term, Member-at-Large from Lyons Area
- Solid Waste Planning Committee-one-two-year term serving as industrial waste generator representative
- Area Agency on Aging of Western Michigan Advisory Council-one three year term

Appointments for consideration in the month of May 2023:

- NONE

Appointments for consideration in the month of June 2023:

- NONE

IONIA COUNTY BOARD OF COMMISSIONERS

REQUEST FOR DISCUSSION/ACTION

ROAD MILLAGE RENEWAL RESOLUTION

CONTACT:

John Niemela, Managing Director
Road Department

DESCRIPTION:

In 2018 the voters in Ionia County approved a 6 year, 1 mill levy for roads and bridges. As a result of that the Ionia County Road Department has been able to make significant improvements to our primary roads. To continue the progress, we are asking the Board to place the question of renewing the 1 mill for another 6 years before the voters on the August 8th Primary.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None.

FINANCIAL ANALYSIS:

The first year estimate is that the 1 mill will generate approximately \$2,000,000 of which the county will get \$1,600,000 and the Cities and Villages will collectively get \$400,000.

LEGAL REVIEW:

The County attorney has reviewed the resolution.

DEADLINE:

May 16, 2023

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

The Board is asked to approve a resolution to place the question to approve the renewal of the 1 mill levy for six years (2024-2029) on the August 8, 2023, Primary ballot (resolution and ballot language attached).

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

COUNTY OF IONIA
STATE OF MICHIGAN

RESOLUTION NO. __

**RESOLUTION TO APPROVE BALLOT PROPOSAL FOR
RENEWAL AND RESTORATION MILLAGE FOR HIGHWAY, ROAD, AND STREET
PURPOSES, INCLUDING BRIDGES, WITHIN IONIA COUNTY**

Minutes of a regular meeting of the County Board of Commissioners of the County of Ionia, held in the Commissioners' Meeting Room, 3rd Floor – Courthouse in Ionia, Michigan, on the 16th day of May 2023, at 3:00 p.m. Local Time.

Present: Commissioners: _____

Absent: Commissioners: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, Act 283 and the Property Tax Limitation Act, which is Act 62 of the Public Acts of Michigan of 1933, as amended ("Act 62"), authorize the County to submit a ballot proposal to the County electors for the authorization of a renewal and restoration millage for road purposes; and

WHEREAS, the wording of the ballot proposal to be submitted to County electors is attached to this Resolution as Exhibit A.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. A ballot proposal to renew the current road millage of 0.9867 mills, and restore the 0.0133 difference due to the Headlee rollback, to increase the County's total tax rate limitation by, and to levy up to, the amount of 1.000 mill for a period of six (6) years, commencing in 2024

through and including 2029, both inclusive, to provide funding for the construction of, and improvements and repairs to Primary and Major road, street and bridge systems located within the County, which is a request for renewal and restoration of the millage at the same rate approved by the voters in 2018, shall be submitted to the qualified electors of the County.

2. The ballot proposal shall be submitted to the electors at the primary election to be held on Tuesday, August 8, 2023, pursuant to the provisions of Act 62, the General Property Tax Act, and the Michigan Election Law.

3. The ballot proposal to be submitted to the electors shall be in the form attached hereto as Exhibit A, and such form is hereby approved and certified to the County Clerk.

4. The County Clerk is hereby authorized and directed to provide all notices of the election as may be required by law, including the Michigan Election Law. Without limitation of the foregoing, the Notice of Election shall contain a statement by the County Treasurer of the total of all voted increases in the total tax rate limitation in the County, and each local unit therein, and the year the increases are effective, as required by Section 3 of Act 62.

5. All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTAIN: Commissioners: _____

RESOLUTION DECLARED ADOPTED.

Greg Geiger, County Clerk
County of Ionia

STATE OF MICHIGAN)
) ss.
COUNTY OF IONIA)

I, the undersigned, the duly qualified and acting Clerk of the County of Ionia (the "County"), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County at a regular meeting held on the 16th day of May, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of May, 2023.

Greg Geiger, County Clerk
County of Ionia

EXHIBIT A

**MILLAGE PROPOSITION
RENEWAL AND RESTORATION MILLAGE FOR
PRIMARY AND MAJOR ROADS, STREETS
AND BRIDGES WITHIN IONIA COUNTY**

For the purposes of funding construction of, and improvements and repairs to Primary and Major road, street, and bridge systems in the County of Ionia, including its cities and villages, at the same rate approved by the voters in 2018, shall the Constitutional limitation upon the total amount of taxes which may be assessed upon all property within the County of Ionia, Michigan, be renewed at the rate of 0.9867 mills, and restoration of the 0.0133 mills reduced by the Headlee Amendment, for a total increase of up to 1.0000 mills (\$1.00 per \$1,000 of taxable value) for a period of six (6) years (2024-2029) inclusive?

It is estimated that the levy of 1.000 mill will provide revenue of \$2,067,617.00 in the first calendar year of the levy. If approved, the revenues from this new additional millage will be allocated and distributed among the Ionia County Road Commission for roads located in the townships, and the cities of Belding, Ionia and Portland, and the villages of Clarksville, Hubbardston, Lake Odessa, Lyons, Muir, Pewamo, and Saranac pursuant to the formula set forth in Public Act 133 of 1968, as amended. As required by state law, a portion of the millage (may be captured by the downtown development authorities for the cities of Belding, Ionia, and Portland, the Village of Lake Odessa, and the Village of Lyons' and the City of Belding's tax increment finance authorities.

YES __

NO __

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

Resolution Authorizing Contract 22-5474 Potter Road Project

CONTACT:

John Niemela, Managing Director
Road Department

DESCRIPTION:

The Ionia County Road (ICRD) has requested the Michigan Department of Transportation (MDOT) allocate funds from the Federal Highway Administration (FHWA) to the ICRD to make improvements to Potters Roads. The proposed project calls for asphalt base crushing shaping and resurfacing along Potters Road from Hawley Highway, East to Mc Kinch Drive, including trenching, aggregate base, aggregate shoulders, permanent signing, and pavement markings in 2023.

The estimate for the project is \$375,500, federal funds \$298,742 and ICRD funds \$76,755.

This is phase one of an overall project that will continue with a similar project from Mc Kinch, East to Johnson Road to be completed in 2024.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

Funding for the project will come from Federal funds (\$298,742) through the Michigan Department of Transportation while \$76,755 will be from funds in the 2023 Road Department Budget.

LEGAL REVIEW:

N/A

DEADLINE:

May 16, 2023

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

I am requesting the County Board to approve a resolution to accept Contract No. 22-5474 between the Michigan Department of Transportation and Ionia County Road Department for the Potters Road project and authorize John Niemela, Managing Director to sign the contract.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval

RESOLUTION
For Potters Road Improvements

Commissioner _____ offered the following resolution and moved for its adoption:

Be it resolved that.

CONTRACT No. 22-5474, Control Section STL 34000, Job Number 209743 CON

by and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

Ionia County Road Department

is hereby accepted.

The following Official(s) is/are authorized to sign the said contract:

John Niemela, Managing Director

Supported by Commissioner _____

ADOPTED: AYES: _____
NAYES: _____
ABSENT: _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at
a regular meeting of the Ionia County Board of Commissioners on the
16th DAY of May 2023.

Signed _____
[TITLE]

STP

DA

Control Section	STL 34000
Job Number	209743CON
Project	22A1076
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5474

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 October 12, 2022, attached hereto and made a part hereof:

Hot mix asphalt base crushing shaping and resurfacing along Potters Road from Hawley Highway to McKinch Drive, including trenching, aggregate base, aggregate shoulders, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal 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(s) or funding:

SURFACE TRANSPORTATION PROGRAM

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 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 or portions of 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.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$298,742, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall 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 earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits 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.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents 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 or its agents 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 or its agents is assuming any liability, control or jurisdiction.

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

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents 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.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, 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 any 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 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 and upon the adoption of the necessary resolutions 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.

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:



October 12, 2022

EXHIBIT I

CONTROL SECTION	STL 34000
JOB NUMBER	209743CON
PROJECT	22A1076

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$375,500
----------------	-----------

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$375,500
Less Federal Funds*	<u>\$298,742</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 76,758

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

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.

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 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.

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

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.

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

Emergency Management Coordinator
05/16/23

CONTACT:

Sheriff Charlie Noll

DESCRIPTION:

Emergency Management Coordinator Sgt. Jason Pattok has requested to transfer to the Sheriff's Office uniform services division. Sgt. Jacob Sommer has expressed his interest in assuming the EMC position. We are requesting approval to fill the Emergency Management Position with Sgt. Jacob Sommer.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

[Click here to enter text.](#)

FINANCIAL ANALYSIS:

The Emergency Management Coordinator position is budgeted for 2023.

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

05/16/23 Board meeting

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Ionia County Board of Commissioners authorize filling the Emergency Management Coordinator position.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Budget Amendment
May 16th, 2023

CONTACT:

Tim Dame, Finance Director

DESCRIPTION:

To adjust projected property taxes to \$9,243,230.41 from \$8,845,196.56 that we received last year. This is a 4.5% increase which is below our projected 6.88% increase but, that leaves us with approximately \$210,515.68 as a cushion.

Local Community Stabilization Share from \$430,000 to \$410,000 as it should remain similar to last year but I would like to take the bottom range of the estimate.

Reimbursement from \$414,780 to the average of the past six years which is \$283,000.

We updated the cost allocation to the 2021 Maximus report from the 2020 report. The budget should have had used the 2021 report for this year but it wasn't available until the report came out in January. This will lower the cost allocation by \$30,949 from what it is currently at.

I would like to adjust Investment Interest as we currently have around \$9 million in ARPA money in Michigan Class at 4.85% and have received \$112,000 in the first three months of the year so I would like to increase this projection from \$50,000 to \$302,000.

Register of Deeds currently has a projection of \$673,000 in revenues and I would like to reduce that to \$500,000 as we are currently trending towards the \$500,000. Rhonda Lake and I both agree that the \$500,000 is a much more accurate figure.

Veterans Fund I would like to move some money from the counseling line to the Soldiers and Sailors to the other misc. line as that one is currently over and the counseling one is under budget currently and has not been used the previous two years.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

This will increase our cash balance by \$430,994.41 as Property Taxes are set for a large increase for the Fiscal Year as well as interest from our ARPA funds.

LEGAL REVIEW:

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request approval of budget amendments and also setup three budget review dates of June 26th (6 month review), October 10th (9 month review) and December 19th (12 month review)

ADMINISTRATOR'S RECOMMENDATION:

County Administrator Recommends Approval of this request.

COUNTY OF IONIA
BUDGET AMENDMENT REQUEST

5/12/2023

Department: Finance

Requestor: Tim Dame

Purpose/Description of Request: Budget Amendments

Revenue Line Items				Debit	Credit
Fund	Activity	Account	Description	Decrease	Increase
101	0.000	401.001	Property Taxes	-	534,723.41
101	0.000	573.000	Local Community Stabilization Share	20,000.00	-
101	0.000	664.001	ARPA Investment Interest	-	252,000.00
101	0.000	671.400	Reimbursements	131,780.00	-
101	268.000	600.215	Register of Deeds County Transfer Tax	132,000.00	-
101	268.000	600.200	Register of Deeds Fees	41,000.00	-
101	0.000	699.201	Road Department Transfer In	7,368.00	-
101	0.000	699.215	Friend of the Court Fund Transfer In	-	15,862.00
101	0.000	699.221	Public Health Fund Transfer In	96,548.00	-
101	0.000	699.225	Resource Recovery Fund Transfer In	-	580.00
101	0.000	699.249	Building Inspector Fund Transfer In	-	1,986.00
101	0.000	699.256	Automation Fund Transfer In	-	5,544.00
101	0.000	699.259	County Special Projects Transfer In	-	1,986.00
101	0.000	699.260	Public Defender Transfer In	-	807.00
101	0.000	699.261	Central Dispatch Fund Transfer In	-	6,264.00
101	0.000	699.263	Concealed Pistol Fund Transfer In	-	3,490.00
101	0.000	699.264	Corrections Training Transfer In	1,576.00	-
101	0.000	699.266	Sobriety Court Transfer In	1,382.00	-
101	0.000	699.273	Aging Fund Transfer In	-	15,604.00
101	0.000	699.292	Child Care Fund Transfer In	260.00	-
101	0.000	699.516	DTRF Transfer In	-	9,933.00
101	0.000	699.581	Airport Fund Transfer In	-	13,967.00
101	0.000	699.639	Drain Revolving Fund	-	162.00
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-

Appropriation Line Items				Debit	Credit
Fund	Activity	Account	Description	Increase	Decrease
101	0.000	1.000	Cash	430,994.41	
293	681.002	955.990	Soldiers & Sailors Relief - Other Misc	3,030.00	
101	681.001	801.010	Soldiers & Sailors Counseling		3,030.00
TOTALS				865,938.41	865,938.41
Amendment Balance (must be zero)					-

Department Head Approval _____ Date _____

Finance Office Use Only

Finance Officer Review _____ Date _____
County Administrator Approval _____ Date _____
Board Approval _____ Date _____

IONIA COUNTY PUBLIC DEFENDER OFFICE

Walt Downes, Chief Public Defender; Larry Lewis, Assistant Public Defender; John M. English, Assistant Public Defender; Joshua Franklin, Assistant Public Defender; Alison Stoken, Paralegal; Melony Bigger, Paralegal; and Bailey Akers, Social Worker.

Our office is back to fully staffed after over six months of being understaffed. We have hired two new Assistant Public Defenders. We hired former Lansing criminal defense attorney John English, who has over 39 years of criminal defense experience in New Hampshire and since 2000 in Michigan. He is a graduate of Franconia College and University of New Hampshire Law School, both in New Hampshire. And we hired Greenville criminal defense attorney Joshua Franklin, a graduate of MSU Law, who previously worked in the Ingham County Public Defender Office. Our attorney roster now can boast over 104 years of combined criminal defense experience for our indigent clients.

Our Fiscal Year 2024 grant budget has been completed and submitted into EGrAMS for MIDC approval. It has been reviewed by our Regional Manager who found no issues, and it will soon be approved by the Michigan Indigent Defense Commission. Funding begins October 1st for our FY24 MIDC grant.

Our Social Worker Bailey Akers has completed her Masters in Social Work at Michigan State University, and graduated on May 5, 2023. We are very proud of her ability to balance her work and education commitments to complete this accomplishment. She continues to be a tremendous resource for our clients and office staff.

We are hosting four unpaid summer interns who split the summer May/June and July/August with two interns sharing the week equally while here. We will have students here from Aquinas University and Michigan State University. Beginning with the fall semester we will be able to provide our interns a stipend for their semester of work provided to our office.

Our office continues to work to reduce workloads for our attorneys to proper levels, and planning for possible inclusion of defending juvenile delinquent cases, when adopted by the Michigan Legislature and MIDC funding.

Ionia County Health Department

To: Ionia County Board of Commissioners
From: Chad Shaw, BBA
CC: Greg Geiger, Patrick Jordan, Jamie Elliott, Dr. Kehdi
Date: February, March & April 2023
Re: Agency Report for May 16, 2023 Board of Health meeting

Noteworthy Items, Updates, Accomplishments:

COMMUNITY HEALTH- Deb Thalison, MA, BA, SAP, ICCJP, CCS, CPC

In February 2023 the following substance abuse prevention and community health activities/events took place

- Facilitated a total of nine (9) SMART Recovery virtual meetings.
- Facilitated nine (9) Teen Intervene sessions.
- Char met with the Saranac Youth Advisory Council students, and counselor.
- Attended Michigan Coalition to Reduce Underage Drinking (MCRUD) meeting.
- Implemented three (3) Minor in Possession sessions.
- Attended Michigan Association for Local Public Health (MALPH) Health Education and Promotion (HEP) Forum meeting monthly meeting.
- Continue to provide free Narcan/Naloxone kits through our vending machine at the Health Department.
- Attended Mid-State Health Network Oversight Policy Board meeting.
- Attended the Drug-Free Communities (DFC) Guidance Webinar
- Provided Narcan and Detera bags to Sarance Jr/Sr High School
- Attended Overdose Response Strategy and Drug Free Communities Webinar
- Started Too Good for Drugs program with Saranac Elementary's 3rd Grade students, and Portland St. Patrick Catholic School's 3rd and 5th grade students.
- Facilitated new coalition member training.
- Attended DFC Annual Performance Report Townhall.
- Submitted State Opioid Response Grant reports.
- Attended the state Tobacco Vendor Education Protocol Review webinar.
- Attended the Implicit Bias Training webinar.
- Submitted Community Health End of Year Report.
- Provided Narcan/Naloxone kits to Belding High School.

In March 2023 the following substance abuse prevention and community health activities/events took place

- Facilitated a total of nine (9) SMART Recovery virtual meetings.
- Facilitated seven (7) Teen Intervene sessions.
- Facilitated the Ionia County Substance Abuse Initiative (ICSAI) Advisory Board meeting.
- Facilitated the ICSAI Workgroup meeting.
- Attended E-Cigarette Workgroup meeting.
- Participated in the IC3 Substance Abuse Subgroup.

- Conducted a meeting with the Saranac Youth Advisory Council students, and counselor.
- Attended Michigan Coalition to Reduce Underage Drinking (MCRUD) meeting.
- Attended Impact of Vaping Prevention Advertisements on US Adolescents Webinar.
- Implemented three (3) Minor in Possession sessions.
- Attended FY 2023 DFC Progress Report webinar.
- Attended Michigan Association for Local Public Health (MALPH) Health Education and Promotion (HEP) Forum meeting.
- Attended the Michigan Youth Cannabis Action and Education Alliance meeting.
- Continue to provide free Narcan/Naloxone kits through our vending machine at the Health Department.
- Attended Mid-State Health Network provider meeting.
- Partnered with Saranac Youth Advisory Council student to present #thunkndunk assembly to Saranac 7th, 8th, 9th, 10, 11th, and 12th grade students.
- Submitted report for the FY 2023 Community Talk Stipend.
- Presented in person (twice) at B Safe Drivers Training Class with new teen drivers on the dangers of drinking and driving, and texting while driving.
- Facilitated Too Good for Drugs program with Saranac Elementary's 3rd Grade students.
- Facilitated Too Good for Drugs program with Portland St. Patrick Catholic School's 3rd and 5th grade students.
- Facilitated Training for Intervention Procedures with Water Tower Grill employees.
- Facilitated Region 5 meeting with other prevention specialists in our region.

In April 2023 the following substance abuse prevention and community health activities/events took place

- Facilitated a total of four (4) SMART Recovery virtual meetings.
- Facilitated seven (7) Teen Intervene sessions.
- Held two (2) sub-workgroup meetings with ICSAI members to work on the FY 2024 Prevention Plan
- Participated in the Public Policy Options for Increasing Awareness of the Alcohol / Cancer Link webinar hosted by Michigan Coalition to Reduce Underage Drinking (MCRUD).
- Attended the April IC3 meeting.
- Facilitated the April MCRUD meeting.
- Attended the April MALPH HEP Forum meeting.
- Continue to provide free Narcan/Naloxone kits through our vending machine at the Health Department.
- Attended Mid-State Health Network Oversight Policy Board meeting.
- Submitted monthly State Opioid Response report.
- Presented in person at the B Safe Drivers Training Class with new teen drivers on the dangers of drinking and driving, and texting while driving.
- Facilitated Too Good for Drugs program with Saranac Elementary's 3rd Grade students, and Portland St. Patrick Catholic School's 3rd and 5th grade students.
- Facilitated Narcan training for two (2) separate groups of Ionia High School Career Center students.
- BRF Survey meeting with Martin.

- Attended the FY 2023 Shoalition: Showcasing Coalitions in Michigan.
- Attended the Michigan Alliance for Drug Endangered Children Help, Hope and Support training.
- Participated in the Synar and Compliance Check Protocol virtual meeting.
- Assisted with organizing for the FY 2023 National Medication Spring Take Back event with Belding, Lake Odessa and Portland Police Departments.
- We finished the month of April with Debbie being awarded the IM SAFE CAC Champions for Children Community Member of the Year Award.

PERSONAL HEALTH- Aimee Keefer, BSN, RN

- **Accreditation:** Our accreditation review is scheduled for June 16, 2025. Until then, we will continue to function under our last accreditation from 2017. All program manuals, policies, and procedures are being reviewed and/or updated at least annually in preparation.
- **Coronavirus:** COVID is no longer as big of a public health issue as it was previously. The Federal Executive Order (EO) expires May 11th and the State EO is scheduled to end on July 11th. We have scaled back our COVID work as the case numbers have gone down. With the end of the EOs, we will most likely end up losing 2 staff by the end of FY23 when we anticipate State and Federal funding will be eliminated. I am happy to report we no longer have any active outbreaks at our long-term care facilities, jail, or other employers. We are mostly managing COVID through our Communicable Disease program along with all the other reportable diseases.
- **WIC:** We continue to utilize a hybrid model of some in-person/telehealth visits- this will continue until 90 days following the end of the EO. At that time, clients will only have the in-person option to obtain their WIC benefits. We are encouraging more in-person, and primarily trying to utilize telehealth for WIC clients that cannot come into the office in preparation for this shift. Food insecurity remains a problem for many of the 1300 WIC clients. "Project Fresh" which gets them added benefits through farm markets will be starting back up around June. WIC staff successfully passed their Management Evaluation with the State in March- only 1 citation (that had already been corrected) and several accolades. Our WIC staff take pride in what they do and the services they provide for the residents of Ionia Co. They continue to work hard to get children caught up on Blood Lead testing. We currently test any child in WIC under age 5 as so many have been missed due to the pandemic and test kit recalls. Kids are normally tested at age 1 and 2 yrs. old (as mandated by Medicaid). We are currently working with the State to get into Nurse Case Management for children with elevated blood Lead levels.
- **Children's Special Health Care Services, and MIHP** Our providers are doing more in-home visits, but also continue to do some telehealth as our clients like the flexibility. Currently the State has no plan to discontinue telehealth visits, so this will remain a viable way for us to interact with our clients. MIHP is allowed to have 40% telehealth visits across all providers. We currently are doing about 15-20% telehealth. MIHP staff continue to participate in the U of M pilot program, "Healthy Moms, Healthy Babies," geared at identifying holes in current services or places where more services need to be

made available for our home visit programs. With our WIC returning to more in-person visits, we are also looking to increase our number of referrals of new pregnant Moms and babies into our MIHP program. CSHCS has had 2 quarters of the highest billing we have had in the last 3 years. Staff have been working very hard trying to get all 330 clients their annual CSHCS Plan of Care visits that have really been missed during the pandemic.

- **Hearing and Vision (H&V):** Our tech, April Doezeema, is actively working with schools to get students seen and evaluated. She is gearing up now for several Kindergarten Roundups and has been actively working to try to catch up on screenings missed during the pandemic. She does H&V testing in schools and at ICHD by appt.
- **Communicable Diseases (CD):** We continue to maintain our clinic hours for Sexually Transmitted Disease testing by appointment. STD rates remain high in Ionia County, even throughout the pandemic, however, our rates for our STD clinic have fallen off. Our CD staff are actively working out new ways to promote this service and reach out to the community. We continue to work through cases of Salmonella, Giardia, Influenza, Hepatitis, and various other illnesses. We have been seeing an uptick in our bats and bites (dog & cat) and monitoring for rabies. We have seen an increase in latent Tuberculosis (TB) in Ionia County over the last 2.5 years. Last year CD staff went to the National TB Conference. Staff are working to assist Primary Care Physicians (PCP) in Ionia Co. with managing TB & LTBI cases as well as providing these services for clients without PCPs.
- **Immunization (Imms) Clinic:** We continue to struggle to provide clinic hours. We are now only open T, W, & Th as walk-in hours 9a-330p. Appts can be made on walk-in days and will take precedence over walk-ins. We also struggled with staffing issues, budgetary constraints, and lack of training from the State (due to their lack of staff as well). We are actively working on plans to increase our Children's vaccination rates for regular, required vaccinations. We have been creating social media posts and actively engaging with other vaccine providers in the County to increase our vaccine numbers. Percent of 19- to 36-month-olds with full schedule of age-appropriate immunizations including: 4 doses of DTaP, 3 doses Polio, 1 dose MMR, 3 doses Hib, 3 doses Hep B, 1 dose Varicella, 4 doses PCV (4:3:1:3:3:1:4 series) • State (67.7%) • Ionia County (71.3%) (Source: MCIR, 12/31/2022) MDHHS - County Immunization Report Card (michigan.gov). Imms staff began attending local Kindergarten Roundups to provide information, education, and children's MCIR records. Our hope is to increase education and understanding of vaccines, vaccine preventable illnesses, vaccine non-medical waivers, and to encourage the partnership between ICHD and our local school districts as well. Imms staff will also begin training with the State to begin to provide site visits and oversight for our 8 Vaccines For Children (VFC) locations in Ionia Co. starting in May.
- **Oral Health:** While Oral Health is not currently a program we provide, we have been offering Fluoride Varnish for the last 7 years. It paused during the pandemic, but we re-started it on April 1, 2022. This service is available to any child aged 6 mo-6 yr, and they can receive treatments up to 4x/year. There are 3 Imms staff trained (the Imms

clinic was the best location and staff to do the treatment). We are starting to get the word out to local providers and clients about this service and offering it to all WIC children and children that come in for Immunizations. As of Fall 2024, we will be required to provide oral health screening for all Kindergarteners. We are in the beginning stages of partnering with Mid-Michigan District Health Dept. and Shiawassee Co. Health Dept. to offer that service as it will be prohibitive for us to provide on our own.

- **School Nurse:** Our Saranac School nurse, Karah Smith, is busy finishing her 1st year. She has been very busy at Saranac Community Schools. She has been an integral part of developing emergency protocols, emergency supply packs, working with SERC, helping teach and certify students and staff in CPR, as well as day-to-day school nurse functions like, dispensing, documentation, and storage management of medications, assisting with non-emergent injuries, staff training, managing and reporting MCIR (immunizations), Communicable disease reporting, class presentations, and maintaining the schools' AEDs. We are excited and encouraged that our funding through the Michigan Community Rural Health Grant will be extended, and she will be able to provide these services at Saranac again next year. We have been unable to hire a nurse for a similar position in Belding, primarily due to pay rates.

In general, Personal Health has mostly returned to normal operation schedules and processes for all programs. We have integrated COVID -related work into our everyday work, with our programs being the primary focus. We will continue to shift gears as needed based on the needs of our community. We are entering a very busy period with several programs having their annual meetings at the State level. Several staff are doing different training and conferences. On April 1, 2023, we welcomed our new Medical Director, Dr. Julie Kehdi. She is currently also the Medical Director for Barry-Eaton District Health Department (BEDHD). We are very happy to have her and feel like this will be a good partnership and very beneficial for both ICHD and BEDHD.

On a personal note, I have also had changes in my personal life with my recent marriage in March. My new name is Aimee Feehan, and my new email is afeehan@ioniacounty.org. I thank you for the opportunity to share the success and trials of our Personal Health services at ICHD.

ENVIRONMENTAL HEALTH-

- Attended solid waste meeting
- Continued training for new sanitarians
- Continued Level 2 Assessments on Public Water Supplies
- Working on additional type 2 public water supplies inventory adding to system
- Attended MEHA conference
- Conducted 3 sanitary surveys
- Passed audit by EGLE for Type 2 Public Water Supply program
- Attended the MEHA annual education conference
- Training in new computer program that is replacing States "Water Track" system for entry of data on all type 2 public water supplies
- Resolved a lead action level water supply exceedance at type 2 public water supply
- New type 2 water supply permit

- Worked with and assisted site engineers on 2 subdivision/condominium projects
- New Sanitarian, Logan finishing up on second 25 food establishment inspections
- New Sanitarian, Chloe completed supervised food establishment inspections
- Collected 50 water samples

PUBLIC HEALTH PREPAREDNESS (PHP) – Alexis Jones, BS

This quarter, I continued working with Region 6 EPCs on our Whole Community Inclusion objectives. We are currently in the planning stages for actions to be implemented in coming years. I participated in the state's Michigan Volunteer Registry drill, which went well. I have done research on updated technologies, such as a new projector and mass messaging system, that will be beneficial for department plans and exercises. I also completed the final course of my required ICS training and have been looking into more classes to increase my knowledge and skills in this position. This past week I attended the NACCHO Preparedness Summit in Atlanta, GA. I attended many informative sessions from which I will use what I learned as I continue to review and update plans and create exercises for the health department team.

Action items for February, March, and April 2023 Board of Commissioners' meeting:

- 1) Request approval of agency Payroll and Accounts Payable for the month of February 2023 in the amount of \$118,705.67.
- 2) Request approval of agency Payroll and Accounts Payable for the month of March 2023 in the amount of \$165,940.55
- 3) Request approval of agency Payroll and Accounts Payable for the month of April 2023 in the amount of \$ 118,813.47
- 4) Request approval of Amendment #2 To the Agreement between MDHHS FY 22/23 and Ionia County on behalf of ICHD (Feb 14, 2023)
- 5) Request approval for Chloe Jordan to attend the 2023 Food Safety Summit in Rosemont, IL (Feb 14, 2023)
- 6) Request approval of Amendment #2 to the Agreement between MDHHS Emerging Threats Grant FY 22/23 and Ionia County on behalf of ICHD (Feb 14, 2023)
- 7) Request approval of Ancillary Service Participation agreement between Priority Health and ICHD (Feb 14, 2023)
- 8) Request approval of the Medical Director Sharing Agreement between Barry-Eaton District Health Department and Ionia County on behalf of ICHD (March 14, 2023)
- 9) Request approval of Amendment #3 to the Agreement between MDHHS FY22/23 and Ionia County on behalf of ICHD (April 11, 2023)
- 10) Request approval of Amendment #3 to the Agreement between MDHHS Emerging Threat Grant FY 22/23 and Ionia County on behalf of ICHD (April 11, 2023)

Attachments:

- 1) Synopsis Agency Financials YTD
- 2) Agency Trending Payable and Payroll
- 3) Agency Key Indicators
- 4) Press release "National Take Back Unwanted Prescription Drugs Event in Ionia County" (April 17, 2023)

FINANCIAL STATUS REPORT

Ionia County Health Department

April 2023

Period

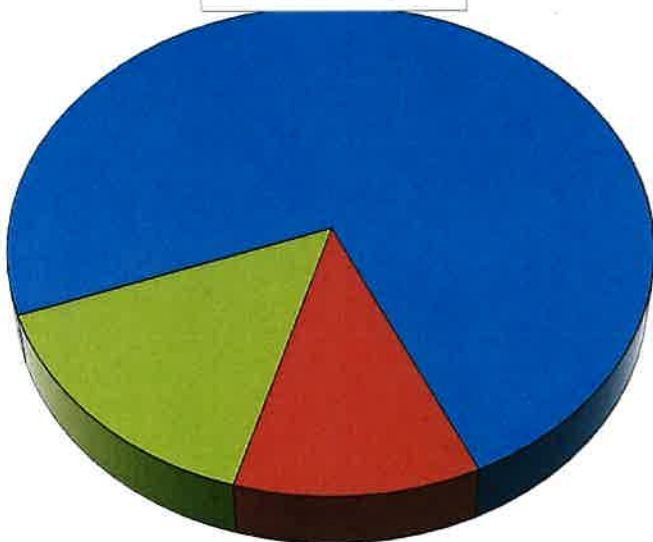
1/1/2023 to 12/31/2023

REVENUE CATEGORY	Budget	REVENUES YEAR-TO-DATE	PERCENT OF BUDGET
Federal/State	2,264,586	688,621	30.4%
Fees & Collections	348,016	115,757	33.3%
Other Revenue	459,000	8,008	1.7%
TOTAL FUNDING	3,071,602	812,386	26.4%

EXPENDITURE CATEGORY	Budget	EXPENDITURES YEAR-TO-DATE	PERCENT OF BUDGET
Wages & Fringes	1,992,705	581,344	29.2%
Supplies	344,680	19,137	5.6%
Travel	52,739	10,454	19.8%
Other Expenses	636,119	149,566	23.5%
TOTAL EXPENDITURES	3,026,243	760,501	25.1%

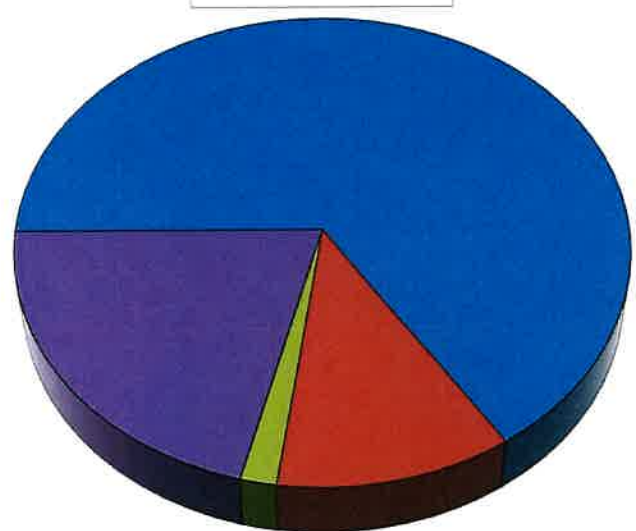
Management	3.00	0.92	30.7%
Support	8.62	2.65	30.7%
Professional	14.20	4.50	31.7%
Total FTE's	25.82	8.07	31.3%

Revenue Budget



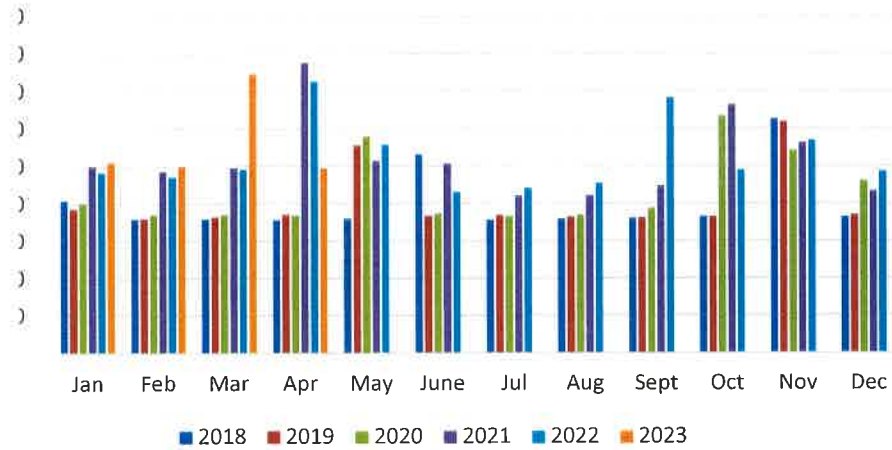
■ Federal/State ■ Fees & Collections ■ Other Revenue

Expense Budget

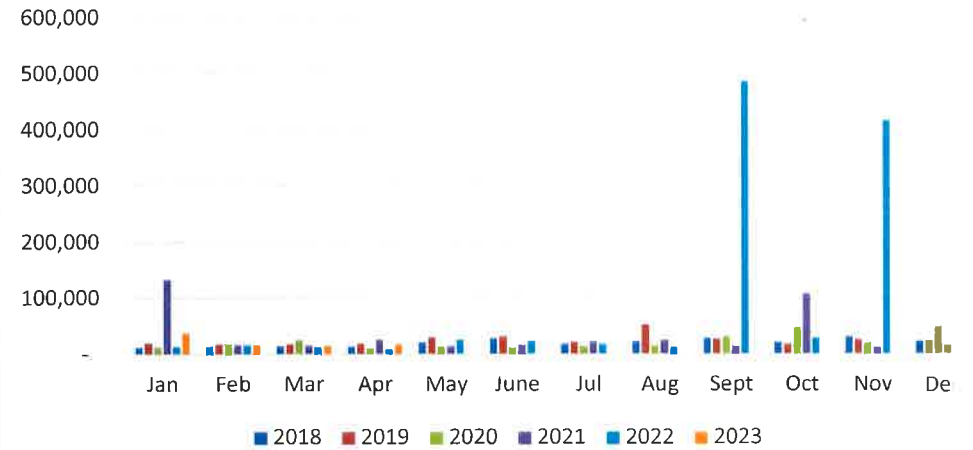


■ Wages & Fringes ■ Supplies ■ Travel ■ Other Expenses

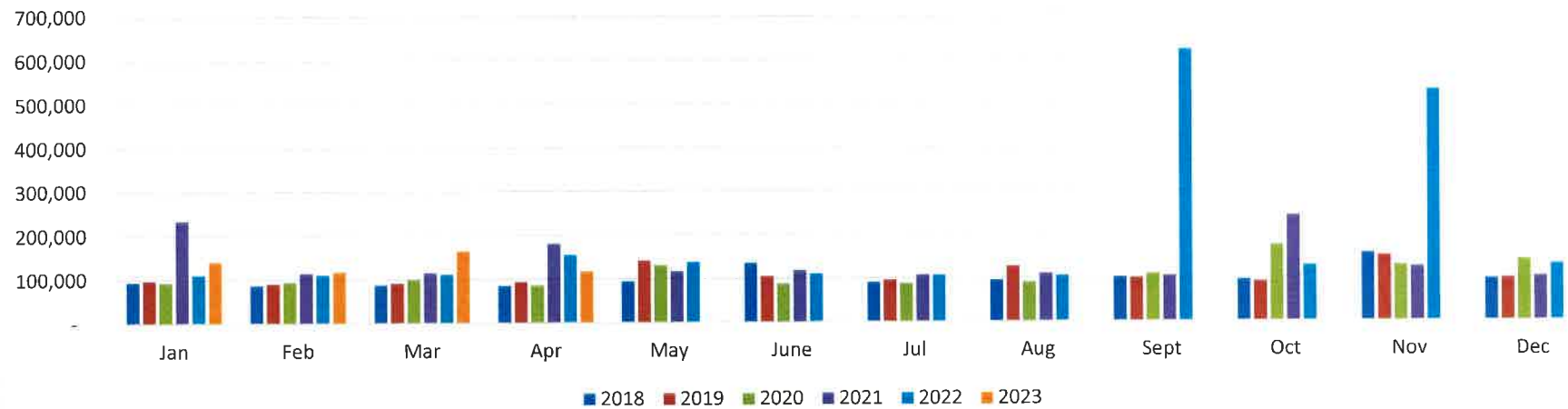
Payroll



Payables



Payroll and Payables



2023 Public Health Activities

All numbers are based on count as of date this report is completed. Some numbers may change.					
	February-23	March-23	April-23	Total 2022	YTD 2023
PERSONAL HEALTH					
Hearing	223	219	90	2567	1407
Vision	520	479	80	3899	1610
WIC*	1187	N/A	N/A	*1217	2405
Animal Bites	7	15	18	208	48
CD Cases (includes STD)	47	55	47	631	225
Immunizations (includes Flu)	103	91	93	1268	405
COVID Vaccine (includes 2nd doses/booster)	12	9	4	841	51
Active Lead Cases**	22	26	28	116	95
ENVIRONMENTAL HEALTH					
Complaints Received (ALL)	2	7	4	51	19
Complaints Closed (ALL)	7	1	3	46	15
Food Complaint Investigations	1	2	1	13	5
Routine Food Inspections	18	29	33	241	104
Plans Received	0	1	0	13	1
Temporary Food Inspections	1	3	0	44	5
DHS Inspections	2	1	2	25	13
Campgrounds-Fixed	0	0	0	9	0
Campgrounds-Temporary	0	0	0	3	0
Swimming Pool Inspections	4	0	0	11	4
Loan Evaluations	0	0	0	16	1
Radon Test Kits	9	3	1	86	47
Septic Permits Issued	4	13	11	127	40
Septic Permits Finals	5	4	6	133	18
Land Evaluations	12	21	5	92	45
Septage Inspections (Site/Truck)	0	0	0	1	0
Water Samples Taken	21	16	13	229	84
Well Permits Issued	7	14	0	119	34
Well Permits Final	3	4	3	82	12
Sanitary Survey	4	1	3	34	10
Campground Inspection (All)	0	0	0	12	0

N/A data not available at time of report

*WIC totals are an average of clients enrolled monthly

**Active Lead YTD includes duplicated client



IONIA COUNTY HEALTH DEPARTMENT

175 E. Adams Street, Ionia Michigan 48846
www.ioniacounty.org Ph: 616-527-5341

For Immediate Release
April 17, 2023

Contact: Deb Thalison
(616) 527-5341

National Take Back Unwanted Prescription Drugs Event in Ionia County

Ionia County, Mich. – On Saturday, April 22nd from 10:00 a.m. to 12:00 p.m. the Belding Police Department, Lake Odessa Police Department, Portland Police Department, and the U.S. Drug Enforcement Administration will provide the public the opportunity to rid their homes of potentially dangerous expired, unused, and unwanted prescription drugs. Bring your pills for disposal to one of the locations listed below. Please note that sites cannot accept liquids, needles, or sharps. The service is free and anonymous, no questions asked.

Belding Police Department
120 Pleasant St, Belding, MI 48809

Lake Odessa Police Department
839 4th Ave, Lake Odessa, MI 48849

Portland Police Department
773 E. Grand River Ave, Portland, MI 48875

This initiative addresses a vital public safety and public health issue. Medicines that languish in home cabinets are highly susceptible to diversion, misuse, and abuse. Rates of prescription drug abuse in the United States are alarmingly high, as are the number of accidental poisonings and overdoses due to these drugs.

To keep everyone safe, collection sites will follow applicable COVID-19 guidelines and regulations.

For more information about the disposal of prescription drugs or about the April 22nd Take Back Day event, go to www.DEATakeBack.com.

###



Chad Shaw, BBA, Health Officer
Dr. Julie M. Kehdi, D.O., Medical Director

Prevent Disease; Prolong Life; Protect the Environment!





Ionia County Animal Care & Control Quarterly Report

Carly Quinn – Director

The first 5 months of the year at the shelter have been busy as ever. As of May 9th, we've taken in 463 dogs and cats. Of that number, 74 were stray dogs, 128 were surrendered dogs, 90 were stray cats, and 171 were surrendered cats. We've had 256 adoptions thus far, 156 cat adoptions and 100 dog adoptions. 45 dogs were returned to their owners. Additionally, 111 animals were transferred to other shelters or rescues.

The Michigan Department of Agriculture and Rural Development awarded our shelter a \$5,000 spay/neuter grant. This grant will cover \$5,0000 worth of spay/neuter surgeries for our shelter animals.

The \$10,000 dog neuter grant from Two Seven Oh is in full swing and going well. We've done 63 dog neuter surgeries for the public thus far. 290 cats have been fixed at the shelter since the beginning of the year, including both public and shelter cats.

We are still working on converting the shelter garage into a surgery suite. We have cleared out most of the supplies and items that were in there and converted our "Puppy Room" into our new food and donation storage room. We were able to take the puppy room dog kennels out of there and install shelving to organize and accommodate all our food/donation items. We were also able to repurpose the puppy room kennels and install them in the garage to be used as surgery dog holding kennels. We were

able to install one of the kennels on our back patio to create more outdoor kennel space for the dogs. Last week we also purchased a stainless-steel V-top surgical table for the surgery suite.

We recently had our MDARD annual inspection. The inspection went well, with only minor facility updates/fixes that need to be addressed, including resealing a few cracks in the floors and repairing scratch marks in our kitty kingdom door.

We recently hired a part-time, nightshift kennel tech, Alexis DeMann. Alexis has volunteered at our spay neuter clinics and is very knowledgeable about animal care. She has been a great asset thus far.

Animal Control has been busy as well. We've received 181 complaints since the beginning of the year as well as investigated 57 bite reports. Our fulltime ACO went on maternity in late March and should be returning late June. Since then, I've been handling all complaints, bites, and other duties. We are currently housing 2 dogs, 2 cats and a parrot from 2 pending criminal neglect cases. We also were recently fitted for bulletproof vests which should arrive in June or July.

We are currently in the middle of a 2-week long Empty the Shelters event, sponsored by Bissell Pet Foundation. So far, we've had 38 adoptions. We also participated in an Empty the Shelters event in February, where we had 40 animals adopted.

Generally, at this point in the year we are overwhelmed with kittens and pregnant mom cats. This year we have seen a significant decrease in our intake numbers of moms and kittens. We are hopeful that this is due to the low cost spay neuter services we have been offering over the last few years. Although, our intake numbers are 100 animals higher this year in comparison to 2022's intake numbers through May. This increase is likely due to removing 56 cats from a home in Saranac. We've also assisted in removing other large scale feral colonies.

Last week, we added wall mounted hexagon shelving to our Kitty Kingdom to add enrichment for our resident cats. The cats seem to be loving it! Before and after picture below.







Activity Report

ANNUAL METRICS – 2023 (Through 5/12/23)

21

Of 50 Business Retention
Visits

175

OF 250 COMPANY
ASSISTS

BUSINESS RETENTION/EXPANSION/ATTRACTION ACTIVITIES

BUSINESS RETENTION/EXPANSION Visits

- BELDING:
 - WMF
 - Belco
 - Jordan Manufacturing
 - EAC
 - Belleharvest
 - Robroy
 - Granco Clark
 - Flat River Group
 - C3CNC
 - Lake Design
 - Belding Tool
- IONIA:
 - Ventra
- LAKE ODESSA:
 - APEC
 - Carbongreen Bioenergy
 - Franklin Metals
- PEWAMO:
 - Wilbur Ellis
 - Devereaux
- PORTLAND:
 - THK
 - Portland Products

- SARANAC:
- MISC.
 - Triangle Inc.
 - Schaafsma Design Build

ECONOMIC DEVELOPMENT PIPELINE UPDATE

- Expansions
 - Franklin Metals, C3CNC, Devereaux
- Closure/Flight Risk
 - None!
- Others
 - WMF, Jordan Manufacturing, Sozo, Blough

COMMUNITY OUTREACH HIGHLIGHTS

- SPARK grant
- RAP 2.0
- ROBIN Grant – Broadband
- Closed Mueller Brass building – Belding
- Lake Odessa Housing project
- Township Association Meeting
- Village Association Meeting
- Regional Housing Initiative
- Regional Childcare Initiative
- United Way Housing Initiative
- Local Career Fairs
- Monthly Team Meetings for ICEA/MEA/MCC/MMTC/MEDC/WMW
- Boards: ICCF, Chamber, Brownfield, Ionia DDA

2023 Objectives

1. Engage with each City, Village, Twp, county, etc. at least once
2. Attend monthly partner meetings
3. Attend required meetings of boards
 - ICCF
 - Ionia Chamber
 - Ionia DDA
 - WMRPC/CEDS
 - Brownfield Board
4. Complete 250 Assists
5. Complete 50 retention visits
6. Coordinate and Facilitate 11 ICEA Board Meetings
 - 8 bd meetings, 2 stakeholder meetings, 1 annual meeting
7. Coordinate 3rd Annual MIPitch Event
8. Engage 5 new businesses that have not had contact with ICEA in over a year
9. Engage and recruit 5 new investors to support ICEA in 2022 or get current investors to increase amount of support
10. Engage key stakeholders in county at least twice if not quarterly
 - City Managers, Township clerks/supervisors, County Commissioners, Chambers, Schools
11. Engage new businesses/ Entrepreneurs looking to come into Ionia County
12. Establish new engagement/outreach to potential investors
13. Conduct local business tours with high school students
14. Design and deliver 2022 Annual Report
15. Engage at least once with every ICEA investor
16. Help coordinate local career fairs in Ionia County