

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
FEBRUARY 13, 2024 – 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.
- VIII. New Business**
 - A. Appointment to Airport Zoning Board
 - Jenn Moore, MDOT 3-year term
 - Jack Shattuck, 3-year term
 - Matt Kuhns, 2-year term
 - Scott Wirtz, 2-year term
 - Jeff Montgomery 1 year term
 - B. Discuss the Amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act-Conservation District
 - C. Approval of PA116 Farmland Agreement-Brown Application 24-001-Greg Geiger
 - D. Approval of PA116 Farmland Agreement-Brown Application 24-002-Greg Geiger
 - E. Request Approval to accept MDHHS Oral Health Grant-Chad Shaw/Aimee Feehan
 - F. Budget Amendment Request-Tim Dame
 - G. Request Approval of Signature on Contract for Phase 1 Environmental Site Assessment with Fishbeck-Carol Hanulcik

- H. Request Approval of Support and Equipment purchase with Priority Dispatch-Lance Langdon
- I. Request Approval to update Michigan Public Safety Communications System Member Agreement-Lance Langdon
- J. Request a Short-Term Loan to Friends of the Fred Meijer River Valley Rail-Trail-Patrick Jordan
- K. Request Approval of Contract with Textile Preservation Associates, Inc.-Patrick Jordan
- L. Performance Resolution for Municipalities-Linda Pigue
- M. Request Approval to Purchase Metal Culverts-Linda Pigue
- N. Request one year paving contract extension-Linda Pigue
- IX. Department Reports**
 - A. Animal Shelter and Control Quarterly Report
 - B. Health Department Quarterly 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. Adjournment**

Board and/or Commission Vacancies

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

Appointments for consideration in the month of February 2024:

- NONE

Appointments for consideration in the month of March 2024:

- Community Mental Health Service Board



IONIA COUNTY BOARD OF COMMISSIONERS

David Hodges, Chairman

January 23, 2023, 3:00 p.m.
Minutes

Members Present: County Commissioner Scott Wirtz, County Commissioner Phil Hesche, County Commissioner Gordon Kelley, County Commissioner Jack Shattuck, County Commissioner Terence Frewen

Members Absent: County Commissioner David Hodges, County Commissioner Larry Tiejema

Other Present: County Administrator Patrick Jordan, County Finance Director Tim Dame
County Clerk Greg Geiger

- I. Call to Order
Frewen called the meeting to order at 3:00 p.m.
- II. Pledge of Allegiance
Frewen led pledge of allegiance.
- III. Invocation
Kelley led the Invocation.
- IV. Approval of Agenda
Board discussed and amended agenda, adding item concerning the Road Department and the Emergency Management Department.
Motion to Approve Agenda As Amended
Moved by
Supported by
Motion carried by voice vote
- V. Public Comment
No public comment.
- VI. Action on the Consent Calendar
Consent Agenda was approved by unanimous consent.
- VII. Unfinished Business
No unfinished business.



IONIA COUNTY BOARD OF COMMISSIONERS

David Hodges, Chairman

VIII. New Business

Board discussed reappointment of Kevin Miller and Mary Lou Mulick to the Tax Allocation Board for a one-year term.

Motion to Appoint

Moved by Kelley

Supported by Wirtz

Motion carried by voice vote

Board discussed reappointment of Ryan Wilson to the West Michigan Regional Planning Commission and to the West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee for a one-year term.

Motion to Appoint

Moved by Wirtz

Supported by Shattuck

Motion carried by voice vote

Board discussed reappointment of Bill Patton and Bernard Russell to the Park Advisory Board for a two-year term.

Motion to Appoint

Moved by Shattuck

Supported by Wirtz

Motion carried by voice vote

Board discussed Commission on Aging request for ratification of agency signature on MDOT FY 2025 application for funding. Commission on Aging Director Carol Hanulcik presented the request however recommended no action at this time.

Board discussed approval to extend gravel contract with Carrick Trucking & Gravel. Road Department Director Linda Pigue presented the request and recommended approval. Pigue answered questions regarding contract extension, current price of gravel and testing process.

Motion to Approve Contract Extension

Moved by Shattuck

Supported by Kelley

Motion carried by voice vote

Board discussed request to purchase scraper blades for Road Department. Road Department Director Linda Pigue presented the request and recommended



IONIA COUNTY BOARD OF COMMISSIONERS

David Hodges, Chairman

approval. Pigue answered questions about vendor prices, use of inventory and past history with recommended vendor.

Motion to Approve Purchase

Moved by Shattuck

Supported by Kelley

Motion carried by voice vote

Board discussed request to purchase ballistic vests, helmets and other accessories through the Homeland Security Grant. Emergency Management Director Deputy Sommer presented the request and recommended approval. Sommer answered questions regarding vest construction, reimbursement process and distribution of equipment.

Motion to Approve Contract Extension

Moved by Shattuck

Supported by Kelley

Motion carried by voice vote

IX. Department Reports

Building and Codes Officer presented a written and oral report.

X. Reports of Officers, Boards, and Standing Committees

Kelley commented on Commission on Aging Board, fundraiser for historic flag preservation, efforts by the Sheriff's Office, Central Dispatch and Road Department during recent weather events, meeting at the Road Department, Personnel Committee Meeting, upcoming wage implementation and upcoming Strategic Planning discussions.

Hesche commented on recent Fire Chiefs meetings and mutual aide, possible facilities committee meetings.

Jordan commented on updates to the administration building and the central dispatch remodel.

Wirtz commented on Airport Board Meeting and the establishment of a Airport Zoning Board and an Airport Zoning Board of Appeals.

Frewen commented on Road Department Meeting and outreach to supervisors.

Shattuck commented on Airport Zoning Board of Appeals membership from Orange Township.



IONIA COUNTY BOARD OF COMMISSIONERS

David Hodges, Chairman

XI. Reports of Special or Ad Hoc Committees
No Special or Ad Hoc Committee reports.

XII. Public Comment
No public comment.

XIII. Adjournment
Motion to Adjourn at 3:48 p.m.
Moved by
Supported by
Motion carried by voice vote

David Hodges, Chairman

Greg Geiger, County Clerk



**FARMLAND AND OPEN SPACE
PRESERVATION PROGRAM**
Application for Farmland Agreement

RECEIVED

IAN 29 2024

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

IONIA COUNTY CLERK

OFFICIAL USE ONLY

Local Governing Body:

Date Received 1-29-2024

Application No: 24-001-FA

State:

Date Received _____

Application No: _____

Approved: _____ Rejected _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: Brown Timothy T
Last First Initial

(If more than two see #15) _____
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☐ Married ☒ Single

2. Mailing Address: 14017 Keefer Hwy Sunfield MI 48890
Street City State Zip Code

3. Telephone Number: (Area Code) () 517 243-5614

4. Alternative Telephone Number (cell, work, etc.): (Area Code) () _____

5. E-mail address: _____

II. Property Location (Can be taken from the Deed/Land Contract)

Parcel # 34-040-033-000-004-12 (previously 004-11)

6. County: onia 7. Township, City or Village: Danby

8. Section No. 33 Town No. 5N Range No. 5W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☒ Yes ☐ No: If "Yes", indicate vendor (seller):

Name: William E Brown and Carol S Brown, Trustees of the William and Carol Brown Revocable Trust

Address: 8230 E Tupper Lake Road Sunfield MI 48890
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

- IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

Cash Crop
 b. Total number of acres on this farm approx 75.8
 c. Total number of acres being applied for (if different than above): _____
 d. Acreage in cultivation: approx 75.8
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 66
 f. All other acres (swamp, woods, etc.): 9.8
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):
 No. of Buildings 4 Residence: 0 Barn: 2 Tool Shed: 2
 Silo: 2 Grain Storage Facility: 1 Grain Drying Facility: 0
 Poultry House: 0 Milking Parlor: 0 Milk House: 0
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____
Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Timothy T. Blom

(Signature of Applicant)

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

1-20-24

(Date)

Owner

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ _____ is the current fair market value of the real property in this application.

II. Please verify the following:

_____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

_____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

_____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

_____ County or Regional Planning Commission

_____ Conservation District

_____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

_____ Copy of Deed or Land Contract (most recent showing current ownership)

_____ Copy of most recent Tax Bill (must include tax description of property)

_____ Map of Farm

_____ Copy of most recent appraisal record

_____ Copy of letters from review agencies (if available)

_____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

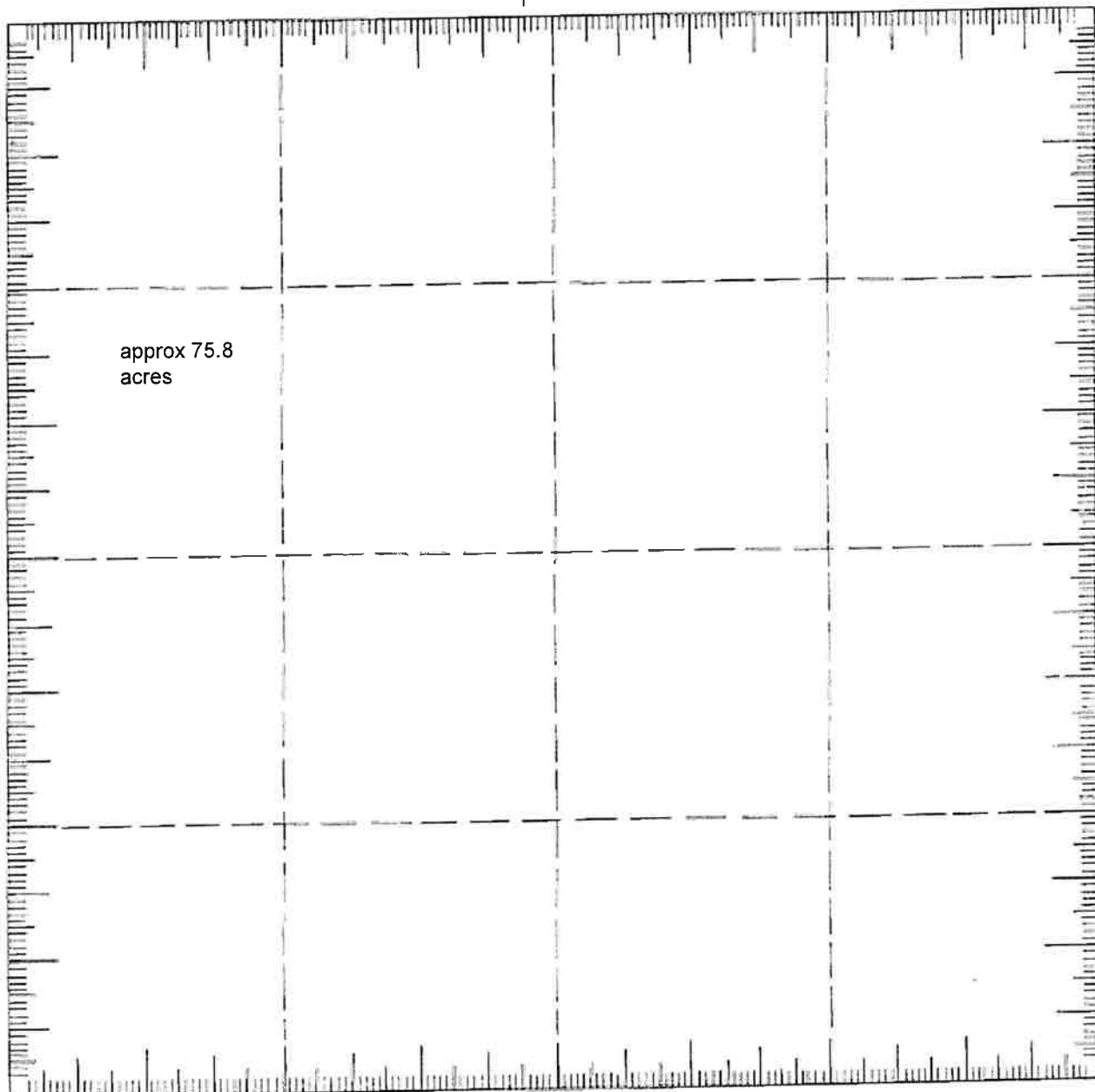
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County Ionia

Township Danby

T 5N R 5W Section 33

↑ North



LAND CONTRACT

THIS LAND CONTRACT (this "**Land Contract**") is made as of September 25, 2023, between WILLIAM E. BROWN and CAROL S. BROWN, husband and wife, of 8230 E. Tupper Lake Road, Sunfield, Michigan 48890 (the "**Seller**") and TIMOTHY T. BROWN, of 13294 Keefer Highway, Sunfield, Michigan 48840 (the "**Buyer**").

RECITALS

A. Seller owns the real estate in the Township of Danby, County of Ionia, State of Michigan, as described on Exhibit A (the "**Property**").

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer upon the terms and conditions of this Land Contract.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements contained in this Land Contract, the parties agree as follows:

1. Sale and Purchase.

- 1.1. Sale and Purchase. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for the purchase price and according to the terms and conditions of this Land Contract.
- 1.2. Purchase Price. The purchase price for the Property is \$512,000.00. Seller acknowledges the receipt of \$50,000 upon the execution of this Land Contract. Buyer will pay the remaining purchase price of \$462,000.00 in semi-annual installments, beginning on April 15, 2024 with the last payment in an amount equal to all accrued and unpaid interest, together with the remaining principal balance due on May 15, 2044. Any unpaid principal balance shall bear interest at the rate of 4.00% per annum. Any payments received shall be applied first to accrued and unpaid interest, with the balance of each payment being applied against principal. Seller acknowledges that Buyer may prepay principal in such amounts as Buyer determines.
- 1.3. Late Fee. Any payment of principal and interest not paid when due will be assessed a one-time late fee of 3 percent of the total payment due, and in addition will bear interest upon the interest portion of the payment until paid at the above stated rate. Both the late charge and the interest upon interest will be separate amounts owed under this Land Contract and will be due and payable immediately upon the occurrence of the default.
- 1.4. Effective Date. This Land Contract will constitute a legally binding obligation of the parties on the date it is signed by all of the parties.

2. Possession. Buyer may have possession of the Property on the Effective Date, and may retain possession only so long as Buyer does not default in carrying out the terms and conditions of this Land Contract.
3. Title Insurance. After this Land Contract is signed, Buyer, at Buyer's sole cost, may obtain commitment for standard owner's policy of title insurance in the amount of the Purchase Price. If the title insurance commitment discloses any unpermitted matters of title, Buyer must give notice of the same to Seller within 15 days of Buyer's receipt of the title commitment. Seller may, at Seller's option, cure or obtain insurance over the matters raised by Buyer. If Seller elects not to cure or obtain insurance over those matters, Buyer may elect to terminate this Land Contract and neither party shall be obligated any further to the other, and the Down Payment, if paid, will be returned to Buyer. In the alternative, Buyer may elect to accept such title to the Property as Seller is able to provide, without reducing or negating the Purchase Price, crediting or allowing any sum against the Purchase Price, and without creating any liability in Seller.
4. Due Diligence. Buyer acknowledges that prior to the execution of this Land Contract, Buyer has had the opportunity to conduct any due diligence inspections that Buyer wishes to do, and Buyer waives any other objections to the Property, except as specified in Section 3 above.
5. Final Expenses and Adjustments. Seller agrees to pay the property tax bill that was due and payable September 14, 2023 and Buyer will pay the tax bill due February 14, 2024 and all future tax bills and future tax assessments. Seller will pay for the recording of any deeds necessary to vest title fully in Seller and for the recording of the Memorandum of Land Contract. Buyer will pay for the recording of the deed held in escrow pursuant to the terms of Section 16. Seller acknowledges and agrees that Buyer will reduce the final payment by the amount of the transfer tax that will be due and payable upon recording of the Warranty Deed. Buyer will be responsible to prepare and file any and all necessary property transfer affidavits.
6. Indemnification By Buyer. Buyer agrees to protect, indemnify, hold harmless, and defend the Seller, its agents, successors, and assigns from and against all loss, cost, damage, liability, and expense (including, but not limited to, actual attorney fees and legal costs) incurred by any such parties arising out of or related to any claim, suit, or judgment in connection with the Buyer's use or occupancy of the Property or the acts or omissions of the Buyer, its agents, employees, contractors, or invitees, except to the extent caused by the willful act or gross negligence of the Seller, her agents, successors, or assigns.
7. Waste. Buyer must at all times maintain the Property in conformance with all applicable government rules, laws and regulations, and the Buyer must not commit or suffer any other person to commit waste.
8. Insurance. Buyer agrees to keep all structures located on the Property insured in an amount sufficient to cover the entire remaining principal balance together with all

accrued and unpaid interest on the Purchase Price. Buyer agrees, upon request of Seller, to name Seller as an additional insured party.

9. Taxes. Buyer must pay all taxes and special assessments assessed after the Effective Date.

10. Title to Property. Buyer will obtain title insurance with respect to the Property. If Buyer has any objections to the Title Commitment which remain uncured for a period of 30 days after written notice to Seller, Buyer may be relieved of all obligations under this Agreement.

11. Enforcement on Default.

11.1. If Buyer fails to perform any of the covenants or conditions contained in this Land Contract on or before the date on which performance is due, Seller may do any or all of the following:

A. Give Buyer a written notice specifying the default that has occurred and inform Buyer in such notice that if such default continues for a period of fifteen (15) days after service of such notice that Seller may without further notice declare the entire balance due and payable and proceed according to the common law or the statutes or court rules of the State of Michigan;

B. Not declare the entire balance due and payable and proceed according to the common law or the statutes or court rules of the state of Michigan, including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any moneys required to be paid under the Land Contract or any other breach of the Land Contract; and

C. Add to the amounts due under the Land Contract all costs, expenses and fees, including reasonable attorney's fees, incurred by Seller in the enforcement of the terms and conditions of this Land Contract, including any appeals and collection proceedings related thereto.

12. Representations.

12.1. Buyer's Representations. Buyer agrees that Buyer is not relying on any representations or statement made by Seller or any real estate sales person (whether made intentionally or negligently) regarding any aspect of the Property or the sale transaction, except as may be expressly set forth in this Agreement. Accordingly, Buyer agrees and accepts the Property "as is" and "with all faults".

12.2. Seller's Representations. Seller represents and warrants to Buyer the following, as of the Effective Date, which representations and warranties will survive the Closing and continue to be true and accurate as of the Closing Date, and which ongoing truth and accuracy are conditions precedent to Buyer's obligation to purchase the Property pursuant to the terms of this Agreement:

- A. The consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with, or result in a breach of, any other agreement of Seller or any judgment, order or decree of any court having jurisdiction over Seller or the Property. This Agreement and all instruments executed or to be executed by Seller in connection with this Agreement are, or when executed will be, legal, valid, and binding instruments enforceable against Seller in accordance with their respective terms and conditions. Seller is the owner of the Property, and has the right, power, and authority to sell the Property to Buyer pursuant to the terms of this Agreement. Seller is not required to obtain the consent or approval of any third party in order to enter into this Agreement.
 - B. Seller has not made any agreement that is binding on Seller or the Property to sell the Property to any party other than Buyer. Seller has not granted to any party, other than Buyer, an option to purchase the Property, which is enforceable or exercisable now, or at any time in the future.
 - C. To Seller's knowledge, Property is not, at the time of Closing, in violation of any governmental orders, regulations, statutes or ordinances that apply to the construction, operation, health, safety and or maintenance of the Property.
 - D. All information and documents that have been or will be provided to Buyer are, and will be, to Seller's knowledge, complete, true, and accurate in all material aspects.
13. Tax Default. In case of failure of Buyer to pay taxes or special assessments payable by Buyer, Seller may pay the taxes or special assessments and add them to the unpaid balance on the Land Contract or not pay the taxes or special assessments and treat the Buyer's failure to pay them as a default.
14. Due on Sale. Except as consented to by Seller if all or any part of the Property under this Land Contract is sold or transferred by Buyer, all sums due and owing and all outstanding principal and interest due under this Land Contract become immediately due and payable. Failure of Buyer to pay the balance due within the 90 days constitutes a default of this Land Contract, entitling Seller to invoke his remedies under this Land Contract and other applicable law.
15. Conveyance. Upon full final payment to Seller of all amounts owing under this Land Contract, Seller must convey the Property to Buyer by Warranty Deed, subject to easements and restrictions of record existing at the execution of this Land Contract and free from all other encumbrances except such as have been expressly assumed by Buyer and except such as have arisen since that time unless due to the act or negligence of Buyer. On the Effective Date, Seller agrees to execute a Warranty Deed in favor of Buyer. Seller further agrees that this Warranty Deed will be held in escrow at the firm of

Foster Swift Collins & Smith, PC and may be recorded upon confirmation that final payment under this Land Contract has been made.

16. Service of Notices. All notices, requests, and demands to or upon any party to this Land Contract must be in writing and must be delivered or mailed first-class, postage prepaid, addressed to such party at the address indicated on the first page of this Land Contract or such other address as the parties provide in writing. Notice is deemed effective on the date postmarked, if by mail, or on the date of delivery, if personally delivered.
17. Time of Essence; Waiver. Time is deemed as of the essence of this Land Contract. Failure of Seller to exercise any right in this Land Contract upon default of Buyer does not constitute a waiver of any such rights and will not prevent Seller from exercising any rights upon subsequent default.
18. Binding Effect. The covenants and agreements in this Land Contract are binding upon and inure to the benefit of the heirs, assigns, and successors of the respective parties.
19. Merger and Modification. This constitutes the entire Agreement between the parties and any prior discussions, negotiations, and agreements between the parties are merged herein. No amendment or modification of this Agreement is enforceable except if in writing and signed by the party against whom enforcement is sought.
20. Headings. The headings to the various paragraphs contained in this Agreement have been inserted for convenient reference only and may not be interpreted to affect the meaning or interpretation of any part of this Land Contract.
21. Counterparts; Electronic Delivery. This Land Contract may be executed in counterparts and delivered electronically, with each such executed counterpart constituting an original and all of which together constitute one and the same Land Contract.
22. Governing Law. This Land Contract is to be construed and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Land Contract on the day and year first above written.

[This space left intentionally blank]

[Signature Page to Immediate Follow]

SELLER

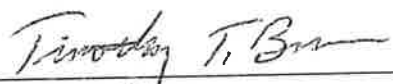


William E. Brown



Carol S. Brown

BUYER



Timothy T. Brown

EXHIBIT A

(Legal Descriptions)

Premises situated in the Township of Danby, County of Ionia, State of Michigan, and legally described as follows:

1. NW ¼ OF THE SW ¼ OF SEC 33, T5N, R5W
Commonly known as: E. Eaton Highway
Sunfield, Michigan 48890
VL
Property Tax Parcel Number: 34-040-033-000-003-00

2. PART OF THE NW ¼ OF SECTION 33, T5N-R5W, DANBY TOWNSHIP, IONIA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH SECTION LINE S 89° 55' 30" E 341.00 FEET FROM THE NORTHWEST CORNER OF SECTION 33; THENCE S 89° 55' 30" E 613.79 FEET ALONG THE NORTH SECTION LINE; THENCE S 00° 44' 50" E 284.53 FEET; THENCE S 89° 55' 30" E 353.34 FEET; THENCE SOUTH 2355 FEET MORE OR LESS ALONG THE EAST LINE OF THE WEST ½ OF THE NW ¼ TO THE SOUTHEAST CORNER OF THE WEST ½ OF THE NW ¼; THENCE WEST 1320 FEET MORE OR LESS ALONG THE EAST-WEST ¼ LINE TO THE WEST ¼ CORNER OF SECTION 33; THENCE NORTH 2395 FEET MORE OR LESS ALONG THE WEST LINE OF SECTION 33; THENCE S 89° 55' 30" E 325.35 FEET; THENCE N 03° 45' 00" E 245.50 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 75.8 ACRES MORE OR LESS.
Commonly known as: E. Tupper Lake Road
Sunfield, Michigan 48890
Property Tax Parcel Number: 34-040-033-000-004-12
(previously: 34-040-033-000-004-11)

The property address and tax parcel are provided solely for informational purposes, without warranty as to accuracy or completeness. If inconsistent in any way with the legal description listed above, the legal description listed above shall control.



34-040-033-000-003-00

34-040-033-000-004-11 (Part of)

34-040-033-000-004-12 (New 2024)

MEMORANDUM OF LAND CONTRACT

THIS MEMORANDUM OF LAND CONTRACT is entered into on this 25th day of September, 2023 between **William E. Brown and Carol S. Brown, Trustees of the William and Carol Brown Revocable Trust**, of 8230 E. Tupper Lake Road, Sunfield, Michigan 48890 (the "Seller") and **Timothy T. Brown**, of 13294 Keefer Highway, Sunfield, Michigan 48890 (the "Buyer"). Seller and Buyer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Buyer and Seller have entered into a Land Contract on September 25, 2023,

WHEREAS, the Parties desire to enter into this Memorandum of Land Contract to give record notice of existence of said Land Contract.

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration Seller acknowledges and agrees that it has sold to Buyer on the Land Contract dated September 25, 2023, the following described premises situated in the Township of Danby, County of Ionia, State of Michigan:

See attached **Exhibit A**.

This memorandum of land contract is exempt from state real estate transfer tax pursuant to MCL 207.526(o) and county real estate transfer tax pursuant to MCL 207.505(m).

The Parties hereto have executed this document on the day and year first above written.

SELLER:

William and Carol Brown Revocable Trust,
dated August 31, 2023

By: William E. Brown
Its: Trustee

By: Carol S. Brown
Its: Trustee

STATE OF MICHIGAN)
) ss.
COUNTY OF IONIA)

On this September 25, 2023, before me, a Notary Public, in and for said County, personally appeared William E. Brown, Trustee, and Carol S. Brown, Trustee, of the William and Carol Brown Revocable Trust, who executed the Memorandum of Land Contract and acknowledged that they have executed it on behalf of the William and Carol Brown Revocable Trust in their capacity as its Trustees.



Steven J. Tjapkes, Notary Public
Kent County, Michigan
My Commission Expires: 10/16/2024
Acting in onia County

[Buyer Signature Page to Immediately Follow]

BUYER:

Timothy T. Brown
Timothy T. Brown

STATE OF MICHIGAN)
) ss.
COUNTY OF IONIA)

On this September 21, 2023, before me a Notary Public in and for said County, personally appeared the above-named Timothy T. Brown, and made oath that he has read the foregoing Memorandum of Land Contract, and acknowledged the same to be his free act and deed.

Steven J. Tjapkes, Notary Public
Kent County, Michigan
My Commission Expires: 10/16/2024
Acting in Ionian County

PREPARED BY/RETURN TO:

Steven J. Tjapkes (P60425)
Foster Swift Collins & Smith P.C.
1700 E. Beltline Avenue, NE, Suite 200
Grand Rapids, MI 49525
(616) 726-2215

EXHIBIT A

Premises situated in the Township of Danby, County of Ionia, State of Michigan, and legally described as follows:

1. NW ¼ OF THE SW ¼ OF SEC 33, T5N, R5W
Commonly known as: E. Eaton Highway
Sunfield, Michigan 48890
VL
Property Tax Parcel Number: 34-040-033-000-003-00

2. PART OF THE NW ¼ OF SECTION 33, T5N-R5W, DANBY TOWNSHIP, IONIA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH SECTION LINE S 89° 55' 30" E 341.00 FEET FROM THE NORTHWEST CORNER OF SECTION 33; THENCE S 89° 55' 30" E 613.79 FEET ALONG THE NORTH SECTION LINE; THENCE S 00° 44' 50" E 284.53 FEET; THENCE S 89° 55' 30" E 353.34 FEET; THENCE SOUTH 2355 FEET MORE OR LESS ALONG THE EAST LINE OF THE WEST ½ OF THE NW ¼ TO THE SOUTHEAST CORNER OF THE WEST ½ OF THE NW ¼; THENCE WEST 1320 FEET MORE OR LESS ALONG THE EAST-WEST ¼ LINE TO THE WEST ¼ CORNER OF SECTION 33; THENCE NORTH 2395 FEET MORE OR LESS ALONG THE WEST LINE OF SECTION 33; THENCE S 89° 55' 30" E 325.35 FEET; THENCE N 03° 45' 00" E 245.50 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 75.8 ACRES MORE OR LESS.
Commonly known as: E. Tupper Lake Road
Sunfield, Michigan 48890
Property Tax Parcel Number: 34-040-033-000-004-12
(previously: 34-040-033-000-004-11)

The property address and tax parcel are provided solely for informational purposes, without warranty as to accuracy or completeness. If inconsistent in any way with the legal description listed above, the legal description listed above shall control.

TAXING UNIT	MILLS	TAX	
LIBRARY OPERATE	1.21590	107.94	Taxable Value: 88,781
SENIOR CITIZEN	0.49210	43.68	
COUNTY ROADS	0.98670	87.60	SEV Value: 213,200
TWP OPER	0.74640	66.26	
PORTLAND OPER	18.00000	EXEMPT	School: 34110
PORTLAND DEBT	7.35000	652.54	PORTLAND PUBLIC SCHOOL DIST
IC ISD OPER	0.13000	11.54	Class: 101
IC ISD SPEC EDUC	4.69610	416.92	AGRICULTURAL-IMPROVED
IC ISD VOC EDUC	0.98750	87.67	
DRAIN AT LARGE	0.07200	6.39	
FIRE DISTRICT	2.00000	177.56	
TOTAL MILLS LEVIED	36.67670		
Subtotal		\$ 1,658.10	PAY IN PERSON AT THE DANBY TOWNSHIP HALL ON DEC 29, FEB 14, AND FEB 29 FROM 9AM TO 5PM.
Admin Fee		\$ 16.58	A DROPBOX IS AVAILABLE AT THE HALL FOR PAYMENTS.
TOTAL AMOUNT DUE		\$ 1,674.68	ONLINE PAYMENTS NOW AVAILABLE! VISIT DANBYTWP.ORG FOR THE LINK AND MORE DETAILS.
Approx. # of Acres (if available): 76.43			**POSTMARKS ARE NOT ACCEPTED**
Tax Info is also available at: www.ioniacounty.org			TAXABLE AND ASSESSED VALUES, DESCRIPTIONS AND EXEMPTIONS QUESTIONS? CALL ASSESSOR HEATHER HOFFMAN (616) 987-0067.
If your taxes are to be paid by an escrow account, please contact your mortgage company directly to ensure your taxes are paid. Payment must be made directly to treasurer's name shown on this tax bill.			

Owner's Name: Timothy Brown
BROWN WILLIAM & CAROL REV TRUST

2023 Winter Tax Bill 34-040-033-000-004-11

-Property Address-
E TUPPER LAKE RD
SUNFIELD, MI 48890
DUE DATE: 02/14/2024

Contact your treasurer at:
TOWNSHIP OF DANBY
ERIKA HOPPES, TREASURER
P.O. BOX 566
PORTLAND, MI 48875
(517) 526-0184

TAXPAYER NOTE: You may still owe your 2023 Summer taxes. Summer taxes are payable to Twp. Treas. until 2-29-24 (late payments must include 1% monthly interest or fraction thereof on unpaid balance after 9-14-23). Also add'l 3% penalty after 2-15-24 is applicable if indicated above.

Tax Description:

PART OF THE NW1/4 OF SEC 33, T5N-R5W, DANBY TOWNSHIP, IONIA COUNTY, MICHIGAN, DESCRIBED AS: BEG AT THE W 1/4 COR OF SEC 33; TH N00°05'41" E 2390.93 FT ALONG THE W LINE OF SEC 33; TH S 89° 55'30" E 325.35FT; TH N 03°45'00" E 245.50FT; TH S 89° 55' 30" E 710 FT ALONG THE N LINE OF SEC 33; TH S 250 FT; TH E 261.36FT; TH S 2390 FT MORE OR LESS ALONG THE E LN OF THE W 1/2 OF THE NW 1/4 OF SEC 33 TO THE SE COR OF THE W 1/2 OF THE NW 1/4 OF SEC 33; TH W 1320 FT MORE OR LESS ALONG THE E-W 1/4 LN OF SEC 33 TO THE POB. BOUNDARY LINE ADJUSTMENT 2020-FROM

Note: If Description is incomplete, balance is on file in treasurer's office.
% Declared as P.R.E.: 100.0000 % P.R.E. Exemption Has Reduced This Bill By: 1598.05

TAXPAYER NOTE: If this is not your property, please return to treasurer at address shown in upper left corner of this bill. Thank you.

*Pd # 4758
12/9/23
Bill's*



United States
Department of
Agriculture

Ionia County, Michigan

Name: _____ Share: _____
Name: _____ Share: _____
Name: _____ Share: _____



Common Land Unit

- Common Land Unit*
- Non-Cropland
- Tract Boundary

Cropland vs Noncropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions
- Areas of Concern as of 9/30/23

This box is applicable **ONLY** for certification maps.
Options only valid if checked.

- ☐ Shares - 100% OP
- ☐ Certified Organic
- ☐ CORN - YEL/GR
- ☐ SOYS - COM/GR
- ☐ DRY BEANS - DE
- ☐ All Crops - Non-Irrigated
- ☐ WHEAT - GR (SRW or SWW)
- ☐ ALFALFA - FG or GZ
- ☐ MIXFG - FG or GZ

2024 Program Year

CLU Date: October 4, 2023
2022 NAIP Imagery

Farm 2332
Tract 2680

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Areas of Concern represent potential wetland violations (CW, CW+Yr, CWNA, CWTE, MIV, MWM, WX) included in the NRCS Certified Wetland Determination dataset. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). Alternate year NAIP imagery may be displayed for tracts located in other states or along state borders.



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

JAN 29 2024

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

OFFICIAL USE ONLY

Local Governing Body:

Date Received 1-29-2024

Application No: 24-002-FA

State:

Date Received

Application No:

Approved: Rejected

I. Personal Information:

1. Name(s) of Applicant: Brown Timothy T Last First Initial

(If more than two see #15) Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☐ Married ☒ Single

2. Mailing Address: 14017 Keefer Hwy Sunfield MI 48890
Street City State Zip Code

3. Telephone Number: (Area Code) () 517 243-5614

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ()

5. E-mail address:

II. Property Location (Can be taken from the Deed/Land Contract)

Parcel number 34-040-033-000-003-00

6. County: Ionia 7. Township, City or Village: Danby

8. Section No. 33 Town No. 5N Range No. 5W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances:

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant:

Name the types of mineral(s) involved:

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved:

14. Is land being purchased under land contract ☒ Yes ☐ No: If "Yes", indicate vendor (seller):

Name: William E Brown and Carol S Brown, Trustees of the William and Carol Brown Revocable Trust

Address: 8230 E Tupper Lake Road Sunfield MI 48890
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

- Cash Crop
 b. Total number of acres on this farm ⁴⁰ _____
 c. Total number of acres being applied for (if different than above): _____
 d. Acreage in cultivation: 40 _____
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 30 _____
 f. All other acres (swamp, woods, etc.) 10 _____
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings ☒ Residence: _____ Barn: _____ Tool Shed: _____
 Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
 Poultry House: _____ Milking Parlor: _____ Milk House: _____
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____
- Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Timothy T. Beon
(Signature of Applicant)

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

1-20-24
(Date)

OWNER
(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ _____ is the current fair market value of the real property in this application.

II. Please verify the following:

____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

____ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

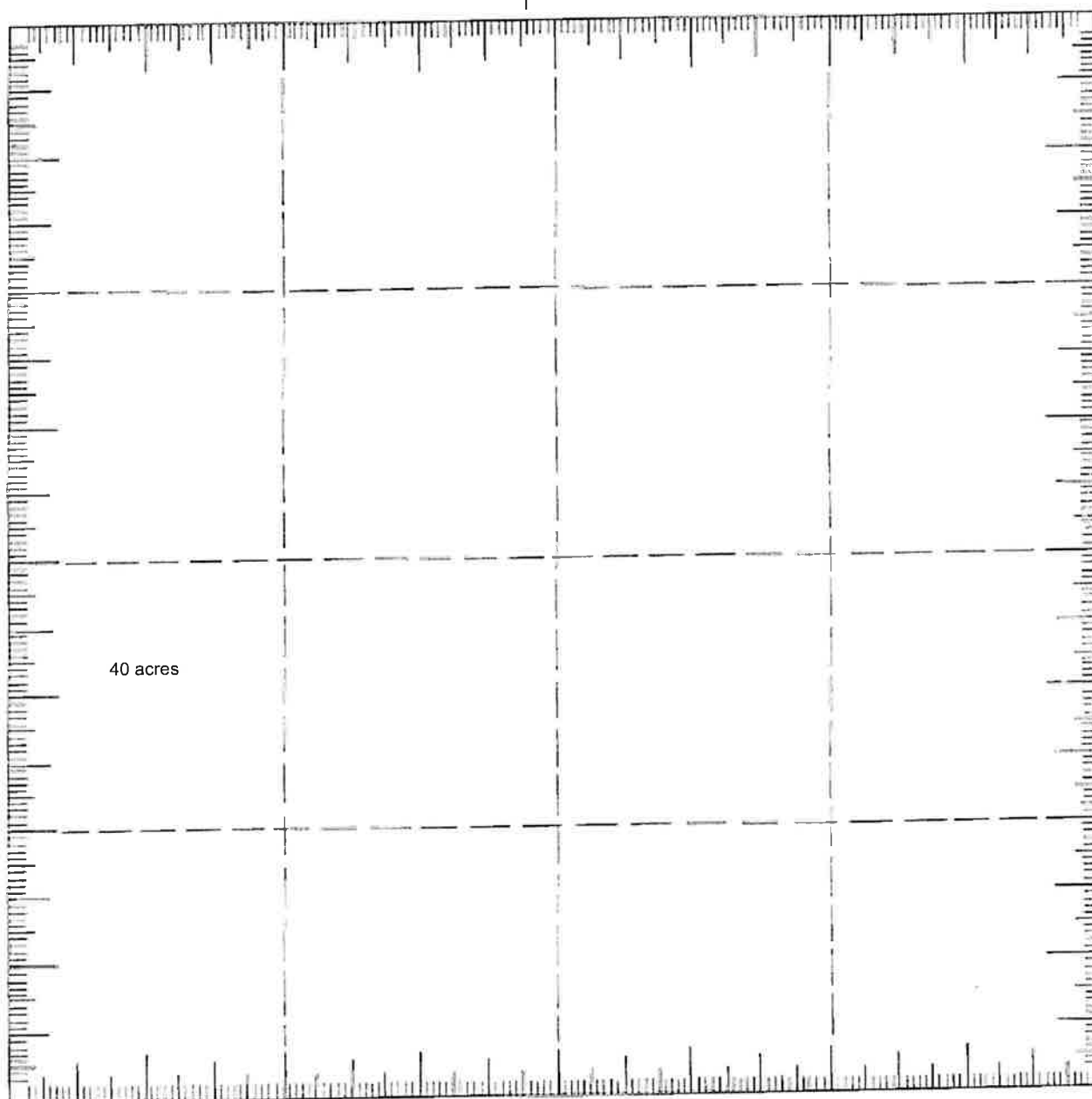
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County Ionia

Township Danby

T 5N R 5W Section 33

↑ North



LAND CONTRACT

THIS LAND CONTRACT (this "**Land Contract**") is made as of September 25, 2023, between WILLIAM E. BROWN and CAROL S. BROWN, husband and wife, of 8230 E. Tupper Lake Road, Sunfield, Michigan 48890 (the "**Seller**") and TIMOTHY T. BROWN, of 13294 Keefer Highway, Sunfield, Michigan 48840 (the "**Buyer**").

RECITALS

A. Seller owns the real estate in the Township of Danby, County of Ionia, State of Michigan, as described on Exhibit A (the "**Property**").

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer upon the terms and conditions of this Land Contract.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements contained in this Land Contract, the parties agree as follows:

1. Sale and Purchase.

1.1. Sale and Purchase. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for the purchase price and according to the terms and conditions of this Land Contract.

1.2. Purchase Price. The purchase price for the Property is \$512,000.00. Seller acknowledges the receipt of \$50,000 upon the execution of this Land Contract. Buyer will pay the remaining purchase price of \$462,000.00 in semi-annual installments, beginning on April 15, 2024 with the last payment in an amount equal to all accrued and unpaid interest, together with the remaining principal balance due on May 15, 2044. Any unpaid principal balance shall bear interest at the rate of 4.00% per annum. Any payments received shall be applied first to accrued and unpaid interest, with the balance of each payment being applied against principal. Seller acknowledges that Buyer may prepay principal in such amounts as Buyer determines.

1.3. Late Fee. Any payment of principal and interest not paid when due will be assessed a one-time late fee of 3 percent of the total payment due, and in addition will bear interest upon the interest portion of the payment until paid at the above stated rate. Both the late charge and the interest upon interest will be separate amounts owed under this Land Contract and will be due and payable immediately upon the occurrence of the default.

1.4. Effective Date. This Land Contract will constitute a legally binding obligation of the parties on the date it is signed by all of the parties.

2. Possession. Buyer may have possession of the Property on the Effective Date, and may retain possession only so long as Buyer does not default in carrying out the terms and conditions of this Land Contract.
3. Title Insurance. After this Land Contract is signed, Buyer, at Buyer's sole cost, may obtain commitment for standard owner's policy of title insurance in the amount of the Purchase Price. If the title insurance commitment discloses any unpermitted matters of title, Buyer must give notice of the same to Seller within 15 days of Buyer's receipt of the title commitment. Seller may, at Seller's option, cure or obtain insurance over the matters raised by Buyer. If Seller elects not to cure or obtain insurance over those matters, Buyer may elect to terminate this Land Contract and neither party shall be obligated any further to the other, and the Down Payment, if paid, will be returned to Buyer. In the alternative, Buyer may elect to accept such title to the Property as Seller is able to provide, without reducing or negating the Purchase Price, crediting or allowing any sum against the Purchase Price, and without creating any liability in Seller.
4. Due Diligence. Buyer acknowledges that prior to the execution of this Land Contract, Buyer has had the opportunity to conduct any due diligence inspections that Buyer wishes to do, and Buyer waives any other objections to the Property, except as specified in Section 3 above.
5. Final Expenses and Adjustments. Seller agrees to pay the property tax bill that was due and payable September 14, 2023 and Buyer will pay the tax bill due February 14, 2024 and all future tax bills and future tax assessments. Seller will pay for the recording of any deeds necessary to vest title fully in Seller and for the recording of the Memorandum of Land Contract. Buyer will pay for the recording of the deed held in escrow pursuant to the terms of Section 16. Seller acknowledges and agrees that Buyer will reduce the final payment by the amount of the transfer tax that will be due and payable upon recording of the Warranty Deed. Buyer will be responsible to prepare and file any and all necessary property transfer affidavits.
6. Indemnification By Buyer. Buyer agrees to protect, indemnify, hold harmless, and defend the Seller, its agents, successors, and assigns from and against all loss, cost, damage, liability, and expense (including, but not limited to, actual attorney fees and legal costs) incurred by any such parties arising out of or related to any claim, suit, or judgment in connection with the Buyer's use or occupancy of the Property or the acts or omissions of the Buyer, its agents, employees, contractors, or invitees, except to the extent caused by the willful act or gross negligence of the Seller, her agents, successors, or assigns.
7. Waste. Buyer must at all times maintain the Property in conformance with all applicable government rules, laws and regulations, and the Buyer must not commit or suffer any other person to commit waste.
8. Insurance. Buyer agrees to keep all structures located on the Property insured in an amount sufficient to cover the entire remaining principal balance together with all

accrued and unpaid interest on the Purchase Price. Buyer agrees, upon request of Seller, to name Seller as an additional insured party.

9. Taxes. Buyer must pay all taxes and special assessments assessed after the Effective Date.

10. Title to Property. Buyer will obtain title insurance with respect to the Property. If Buyer has any objections to the Title Commitment which remain uncured for a period of 30 days after written notice to Seller, Buyer may be relieved of all obligations under this Agreement.

11. Enforcement on Default.

11.1. If Buyer fails to perform any of the covenants or conditions contained in this Land Contract on or before the date on which performance is due, Seller may do any or all of the following:

- A. Give Buyer a written notice specifying the default that has occurred and inform Buyer in such notice that if such default continues for a period of fifteen (15) days after service of such notice that Seller may without further notice declare the entire balance due and payable and proceed according to the common law or the statutes or court rules of the State of Michigan;
- B. Not declare the entire balance due and payable and proceed according to the common law or the statutes or court rules of the state of Michigan, including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any moneys required to be paid under the Land Contract or any other breach of the Land Contract; and
- C. Add to the amounts due under the Land Contract all costs, expenses and fees, including reasonable attorney's fees, incurred by Seller in the enforcement of the terms and conditions of this Land Contract, including any appeals and collection proceedings related thereto.

12. Representations.

12.1. Buyer's Representations. Buyer agrees that Buyer is not relying on any representations or statement made by Seller or any real estate sales person (whether made intentionally or negligently) regarding any aspect of the Property or the sale transaction, except as may be expressly set forth in this Agreement. Accordingly, Buyer agrees and accepts the Property "as is" and "with all faults".

12.2. Seller's Representations. Seller represents and warrants to Buyer the following, as of the Effective Date, which representations and warranties will survive the Closing and continue to be true and accurate as of the Closing Date, and which ongoing truth and accuracy are conditions precedent to Buyer's obligation to purchase the Property pursuant to the terms of this Agreement:

- A. The consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with, or result in a breach of, any other agreement of Seller or any judgment, order or decree of any court having jurisdiction over Seller or the Property. This Agreement and all instruments executed or to be executed by Seller in connection with this Agreement are, or when executed will be, legal, valid, and binding instruments enforceable against Seller in accordance with their respective terms and conditions. Seller is the owner of the Property, and has the right, power, and authority to sell the Property to Buyer pursuant to the terms of this Agreement. Seller is not required to obtain the consent or approval of any third party in order to enter into this Agreement.
 - B. Seller has not made any agreement that is binding on Seller or the Property to sell the Property to any party other than Buyer. Seller has not granted to any party, other than Buyer, an option to purchase the Property, which is enforceable or exercisable now, or at any time in the future.
 - C. To Seller's knowledge, Property is not, at the time of Closing, in violation of any governmental orders, regulations, statutes or ordinances that apply to the construction, operation, health, safety and or maintenance of the Property.
 - D. All information and documents that have been or will be provided to Buyer are, and will be, to Seller's knowledge, complete, true, and accurate in all material aspects.
13. Tax Default. In case of failure of Buyer to pay taxes or special assessments payable by Buyer, Seller may pay the taxes or special assessments and add them to the unpaid balance on the Land Contract or not pay the taxes or special assessments and treat the Buyer's failure to pay them as a default.
14. Due on Sale. Except as consented to by Seller if all or any part of the Property under this Land Contract is sold or transferred by Buyer, all sums due and owing and all outstanding principal and interest due under this Land Contract become immediately due and payable. Failure of Buyer to pay the balance due within the 90 days constitutes a default of this Land Contract, entitling Seller to invoke his remedies under this Land Contract and other applicable law.
15. Conveyance. Upon full final payment to Seller of all amounts owing under this Land Contract, Seller must convey the Property to Buyer by Warranty Deed, subject to easements and restrictions of record existing at the execution of this Land Contract and free from all other encumbrances except such as have been expressly assumed by Buyer and except such as have arisen since that time unless due to the act or negligence of Buyer. On the Effective Date, Seller agrees to execute a Warranty Deed in favor of Buyer. Seller further agrees that this Warranty Deed will be held in escrow at the firm of

Foster Swift Collins & Smith, PC and may be recorded upon confirmation that final payment under this Land Contract has been made.

16. Service of Notices. All notices, requests, and demands to or upon any party to this Land Contract must be in writing and must be delivered or mailed first-class, postage prepaid, addressed to such party at the address indicated on the first page of this Land Contract or such other address as the parties provide in writing. Notice is deemed effective on the date postmarked, if by mail, or on the date of delivery, if personally delivered.
17. Time of Essence; Waiver. Time is deemed as of the essence of this Land Contract. Failure of Seller to exercise any right in this Land Contract upon default of Buyer does not constitute a waiver of any such rights and will not prevent Seller from exercising any rights upon subsequent default.
18. Binding Effect. The covenants and agreements in this Land Contract are binding upon and inure to the benefit of the heirs, assigns, and successors of the respective parties.
19. Merger and Modification. This constitutes the entire Agreement between the parties and any prior discussions, negotiations, and agreements between the parties are merged herein. No amendment or modification of this Agreement is enforceable except if in writing and signed by the party against whom enforcement is sought.
20. Headings. The headings to the various paragraphs contained in this Agreement have been inserted for convenient reference only and may not be interpreted to affect the meaning or interpretation of any part of this Land Contract.
21. Counterparts; Electronic Delivery. This Land Contract may be executed in counterparts and delivered electronically, with each such executed counterpart constituting an original and all of which together constitute one and the same Land Contract.
22. Governing Law. This Land Contract is to be construed and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Land Contract on the day and year first above written.

[This space left intentionally blank]

[Signature Page to Immediate Follow]

SELLER

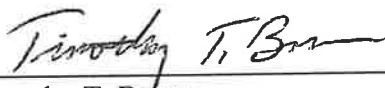


William E. Brown



Carol S. Brown

BUYER



Timothy T. Brown

EXHIBIT A

(Legal Descriptions)

Premises situated in the Township of Danby, County of Ionia, State of Michigan, and legally described as follows:

1. NW ¼ OF THE SW ¼ OF SEC 33, T5N, R5W
Commonly known as: E. Eaton Highway
Sunfield, Michigan 48890
VL
Property Tax Parcel Number: 34-040-033-000-003-00

2. PART OF THE NW ¼ OF SECTION 33, T5N-R5W, DANBY TOWNSHIP, IONIA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH SECTION LINE S 89° 55' 30" E 341.00 FEET FROM THE NORTHWEST CORNER OF SECTION 33; THENCE S 89° 55' 30" E 613.79 FEET ALONG THE NORTH SECTION LINE; THENCE S 00° 44' 50" E 284.53 FEET; THENCE S 89° 55' 30" E 353.34 FEET; THENCE SOUTH 2355 FEET MORE OR LESS ALONG THE EAST LINE OF THE WEST ½ OF THE NW ¼ TO THE SOUTHEAST CORNER OF THE WEST ½ OF THE NW ¼; THENCE WEST 1320 FEET MORE OR LESS ALONG THE EAST-WEST ¼ LINE TO THE WEST ¼ CORNER OF SECTION 33; THENCE NORTH 2395 FEET MORE OR LESS ALONG THE WEST LINE OF SECTION 33; THENCE S 89° 55' 30" E 325.35 FEET; THENCE N 03° 45' 00" E 245.50 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 75.8 ACRES MORE OR LESS.
Commonly known as: E. Tupper Lake Road
Sunfield, Michigan 48890
Property Tax Parcel Number: 34-040-033-000-004-12
(previously: 34-040-033-000-004-11)

The property address and tax parcel are provided solely for informational purposes, without warranty as to accuracy or completeness. If inconsistent in any way with the legal description listed above, the legal description listed above shall control.

88837:00001:7403996-1



34-040-033-000-003-00

34-040-033-000-004-11 (Part of)

34-040-033-000-004-12 (New 2024)

MEMORANDUM OF LAND CONTRACT

THIS MEMORANDUM OF LAND CONTRACT is entered into on this 25th day of September, 2023 between **William E. Brown and Carol S. Brown, Trustees of the William and Carol Brown Revocable Trust**, of 8230 E. Tupper Lake Road, Sunfield, Michigan 48890 (the "Seller") and **Timothy T. Brown**, of 13294 Keefer Highway, Sunfield, Michigan 48890 (the "Buyer"). Seller and Buyer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Buyer and Seller have entered into a Land Contract on September 25, 2023,

WHEREAS, the Parties desire to enter into this Memorandum of Land Contract to give record notice of existence of said Land Contract.

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration Seller acknowledges and agrees that it has sold to Buyer on the Land Contract dated September 25, 2023, the following described premises situated in the Township of Danby, County of Ionia, State of Michigan:

See attached **Exhibit A**.

This memorandum of land contract is exempt from state real estate transfer tax pursuant to MCL 207.526(o) and county real estate transfer tax pursuant to MCL 207.505(m).

The Parties hereto have executed this document on the day and year first above written.

SELLER:

William and Carol Brown Revocable Trust,
dated August 31, 2023

By: William E. Brown
Its: Trustee

By: Carol S. Brown
Its: Trustee

STATE OF MICHIGAN)
) ss.
COUNTY OF IONIA)

On this September 25, 2023, before me, a Notary Public, in and for said County, personally appeared William E. Brown, Trustee, and Carol S. Brown, Trustee, of the William and Carol Brown Revocable Trust, who executed the Memorandum of Land Contract and acknowledged that they have executed it on behalf of the William and Carol Brown Revocable Trust in their capacity as its Trustees.



Steven J. Tjapkes, Notary Public
Kent County, Michigan
My Commission Expires: 10/16/2024
Acting in Ionian County

[Buyer Signature Page to Immediately Follow]

BUYER:

Timothy T. Brown
Timothy T. Brown

STATE OF MICHIGAN)
) ss.
COUNTY OF IONIA)

On this September 21, 2023, before me a Notary Public in and for said County, personally appeared the above-named Timothy T. Brown, and made oath that he has read the foregoing Memorandum of Land Contract, and acknowledged the same to be his free act and deed.

Steven J. Tjapkes
Kent County, Michigan, Notary Public
My Commission Expires: 10/16/2024
Acting in Ionian County

PREPARED BY/RETURN TO:

Steven J. Tjapkes (P60425)
Foster Swift Collins & Smith P.C.
1700 E. Beltline Avenue, NE, Suite 200
Grand Rapids, MI 49525
(616) 726-2215

EXHIBIT A

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TAXING UNIT	MILLS	TAX	
LIBRARY OPERATE	1.21590	39.33	Taxable Value: 32,349
SENIOR CITIZEN	0.49210	15.91	
COUNTY ROADS	0.98670	31.91	SEV Value: 89,300
TWP OPER	0.74640	24.14	
PORTLAND OPER	18.00000	EXEMPT	School: 34110
PORTLAND DEBT	7.35000	237.76	PORTLAND PUBLIC SCHOOL DIST
IC ISD OPER	0.13000	4.20	Class: 102
IC ISD SPEC EDUC	4.69610	151.91	AGRICULTURAL-VACANT
IC ISD VOC EDUC	0.98750	31.94	
DRAIN AT LARGE	0.07200	2.32	
FIRE DISTRICT	2.00000	64.69	
TOTAL MILLS LEVIED	36.67670		
Subtotal		\$ 604.11	PAY IN PERSON AT THE DANBY TOWNSHIP HALL ON DEC 29, FEB 14, AND FEB 29 FROM 9AM TO 5PM.
Admin Fee		\$ 6.04	A DROPBOX IS AVAILABLE AT THE HALL FOR PAYMENTS.
TOTAL AMOUNT DUE		\$ 610.15	ONLINE PAYMENTS NOW AVAILABLE! VISIT DANBYTWP.ORG FOR THE LINK AND MORE DETAILS.
Approx. # of Acres (if available): 40.00			**POSTMARKS ARE NOT ACCEPTED**
Tax info is also available at: www.loniacounty.org			TAXABLE AND ASSESSED VALUES, DESCRIPTIONS AND EXEMPTIONS QUESTIONS? CALL ASSESSOR HEATHER HOFFMAN (616) 987-0067.
If your taxes are to be paid by an escrow account, please contact your mortgage company directly to ensure your taxes are paid. Payment must be made directly to treasurer's name shown on this tax bill.			

Owner's Name:
BROWN TIMOTHY T

2023 Winter Tax Bill

34-040-033-000-003-00

-Property Address-
E EATON HWY
SUNFIELD, MI 48890

DUE DATE: 02/14/2024

Contact your treasurer at:
TOWNSHIP OF DANBY
ERIKA HOPPE, TREASURER
P.O. BOX 566
PORTLAND, MI 48875
(517) 526-0184

TAXPAYER NOTE: You may still owe your 2023 Summer taxes. Summer taxes are payable to Twp. Treas. until 2-29-24 (late payments must include 1% monthly interest or fraction thereof on unpaid balance after 9-14-23). Also add'l 3% penalty after 2-15-24 is applicable if indicated above.

Tax Description:

NW 1/4 OF SW 1/4 SEC 33-5-5

Note: If Description is incomplete, balance is on file in treasurer's office.
% Declared as P.R.E: 100.0000 % P.R.E. Exemption Has Reduced This Bill By: 582.28

TAXPAYER NOTE: If this is not your property, please return to treasurer at address shown in upper left corner of this bill. Thank you.

Pd #4758
12/9/23
Bills



United States
Department of
Agriculture

Ionia County, Michigan

Name: _____ Share: _____
Name: _____ Share: _____
Name: _____ Share: _____



Common Land Unit

Common Land Unit*

Non-Cropland

Tract Boundary

Cropland vs Noncropland

Wetland Determination Identifiers

● Restricted Use

▽ Limited Restrictions

■ Exempt from Conservation
Compliance Provisions

Areas of Concern
as of 9/30/23

This box is applicable **ONLY** for certification maps.
Options only valid if checked.

☐ Shares - 100% OP

☐ Certified Organic

☐ CORN - YEL/GR

☐ SOYS - COM/GR

☐ DRY BEANS - DE

☐ All Crops - Non-Irrigated

☐ WHEAT - GR (SRW or SWW)

☐ ALFALFA - FG or GZ

☐ MIXFG - FG or GZ

2024 Program Year

CLU Date: October 4, 2023

2022 NAIP Imagery

Farm 2332
Tract 2680

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Areas of Concern represent potential wetland violations (CW, CW+Yr, CWNA, CWTE, MIW, MWM, WX) included in the NRCS Certified Wetland Determination dataset. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). Alternate year NAIP imagery may be displayed for tracts located in other states or along state borders.

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

MDHHS Oral Health Program Grant

February 13, 2024

CONTACT:

Chad Shaw, Health Officer

Aimee Feehan, Personal Health Director

DESCRIPTION:

This is a funding from the State for us to use to start an Oral Health program at Ionia County Health Department (ICHHD). This goes in line with the Senate Bill No. 280- passed on November 2, 2023.

Public Act 316 of 2023 was recently enacted which sets forth the requirement that all children in Michigan enrolling into their first year of school receive an oral health assessment (“dental screening”) prior to starting school. This new requirement begins with the 2024-2025 school year. MDHHS is required by law to establish and maintain a statewide Kindergarten Oral Health Assessment Program (KOHA) to provide the dental assessments at no cost to families. Similar to Michigan’s school-based hearing and vision screening programs, the dental assessment program is carried out at the local level through local health departments or their designee. The program is in Phase 2 of three-year phased implementation plan with the goal for full statewide implementation by the 2025-2026 school year.

This grant money is for planning purposes for ICHHD to start it’s Oral Health program. There will be separate implementation funding distributed this Fall (FY25) as we start our program. We are in talks to partner with MCDC as this screening requires the assessments to be performed by a licensed dental hygienist. Our plan is to incorporate these screenings similar to how we currently do our hearing and vision screenings. Our primary focus will entail attending Kindergarten Roundups, and then staff will go to each elementary school throughout the school year to screen any children that were not done prior to the start of the school year. We have from 6 months prior to start of Kindergarten until the start of 1st Grade to complete the assessment.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

Grant is \$55,483 for period 1/1/24 - 9/30/24

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board approval to accept MDHHS Oral Health Grant funding from the State of Michigan to start an Oral Health program at ICHD.



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

GRETCHEN WHITMER
GOVERNOR

ELIZABETH HERTEL
DIRECTOR

January 29, 2024

Aimee Feehan and Chad Shaw
101 West Main Street
Ionia, MI 48846
Coldwater, MI 49036

Dear Ms. Feehan and Mr. Shaw,

On behalf of the Michigan Department of Health and Human Services, Oral Health Program, I am pleased to announce our intent to award Ionia County Health Department with a planning grant of \$55,483 for the establishment of a Kindergarten Oral Health Assessment Program for the period of January 1, 2024, through September 30, 2024.

The source of funds is shown in the table below and is in the MDHHS FY24 Budget.

Funding Source	Allocations
Federal	\$0.00
Non-Federal	\$55,483
Total	\$55,483

Please check EGRAMS on regular basis. To ensure the efficiency of this process, please follow instructions provided by DCAH/Oral Health Program staff.

If you have any questions regarding this letter, please email: Michele Kawabe at KawabeM@michigan.gov. I look forward to working with your program.

Sincerely,

Michele Kawabe
Oral Health Program Consultant

Christine Farrell
Oral Health Program Manager

c: J. Clark
P. Eisfelder

Act No. 316
Public Acts of 2023
Approved by the Governor
December 13, 2023
Filed with the Secretary of State
December 14, 2023
EFFECTIVE DATE: December 14, 2023

**STATE OF MICHIGAN
102ND LEGISLATURE
REGULAR SESSION OF 2023**

Introduced by Senators Singh, Bellino, Geiss, Hertel, Cherry, Polehanki, Shink, Hauck, Klinefelt, McBroom, Lauwers, Chang, Camilleri, Cavanagh, Santana, Bayer, Irwin, Brinks, Wojno and Anthony

ENROLLED SENATE BILL No. 280

AN ACT to amend 1978 PA 368, entitled “An act to protect and promote the public health; to codify, revise, consolidate, classify, and add to the laws relating to public health; to provide for the prevention and control of diseases and disabilities; to provide for the classification, administration, regulation, financing, and maintenance of personal, environmental, and other health services and activities; to create or continue, and prescribe the powers and duties of, departments, boards, commissions, councils, committees, task forces, and other agencies; to prescribe the powers and duties of governmental entities and officials; to regulate occupations, facilities, and agencies affecting the public health; to regulate health maintenance organizations and certain third party administrators and insurers; to provide for the imposition of a regulatory fee; to provide for the levy of taxes against certain health facilities or agencies; to promote the efficient and economical delivery of health care services, to provide for the appropriate utilization of health care facilities and services, and to provide for the closure of hospitals or consolidation of hospitals or services; to provide for the collection and use of data and information; to provide for the transfer of property; to provide certain immunity from liability; to regulate and prohibit the sale and offering for sale of drug paraphernalia under certain circumstances; to provide for the implementation of federal law; to provide for penalties and remedies; to provide for sanctions for violations of this act and local ordinances; to provide for an appropriation and supplements; to repeal certain acts and parts of acts; to repeal certain parts of this act; and to repeal certain parts of this act on specific dates,” by amending section 9316 (MCL 333.9316), as added by 2020 PA 261.

The People of the State of Michigan enact:

Sec. 9316. (1) The department shall establish and maintain a dental oral assessment program to provide dental oral assessments to children residing in this state whose parents, guardians, or persons in loco parentis have not met the requirements described in subsection (5)(a).

(2) Subject to subsection (3), the department shall accomplish the program by contracting with a government entity or person, which may include a grantee health agency described in section 16625. The following apply to the government entity or person selected by the department under this subsection:

(a) The government entity or person shall conduct the program in each area served by a local health department and shall publicize the dental oral assessment service and the time and place of the clinics.

(b) A dental oral assessment administered under the program must include a limited clinical inspection, performed by a dentist or a dental hygienist, to identify possible signs of oral or systemic disease, malformation, or injury, and the potential need for referral for diagnosis and treatment.

(3) If a school district has entered into a contract with a government entity or person to administer dental oral assessments to the school district's students, the school district may continue to use the government entity or person to conduct the dental oral assessments if the school district ensures that the dental oral assessments are conducted by May 31 of each year and the requirements of subsections (4) and (7) are met.

(4) When the result of a dental oral assessment indicates that a child requires follow-up care, the dentist or dental hygienist or government entity or person conducting the assessment shall present to the individual bringing the child a written statement clearly indicating that follow-up treatment is required and, upon request, provide information concerning the availability and sources of dental treatment required to eliminate or reduce an identified problem.

(5) Beginning in the 2024-2025 school year, a parent, guardian, or person in loco parentis applying to have a child registered for the first time in kindergarten or first grade in a school in this state shall comply with the following:

(a) Have a dentist or dental hygienist conduct a dental oral assessment on the child not earlier than 6 months before the date of the child's registration with the school and obtain from the dentist or dental hygienist a written statement certifying that the child has received the dental oral assessment within the time frame required under this subdivision. The written statement must be on a form prescribed by the department.

(b) If the parent, guardian, or person in loco parentis of the child does not meet the requirements described in subdivision (a), the parent, guardian, or person in loco parentis of the child shall have the government entity or person selected by the department under subsection (2) conduct a dental oral assessment on the child.

(6) Beginning in the 2024-2025 school year, a parent, guardian, or person in loco parentis applying to have a child registered for the first time in kindergarten or first grade in a school in this state shall present to school officials, at the time of registration or not later than the first day of school, a statement of exemption under section 9311; the statement described in subsection (5); or a written statement indicating that the parent, guardian, or person in loco parentis of the child will provide for the child's dental oral assessment by a government entity or person selected by the department under subsection (2). A child shall not be excluded from school attendance if the parent, guardian, or person in loco parentis of the child does not present a statement to school officials on or before the first day of school as required under this section.

(7) Before November 1 of each year, the principal or administrator of each school shall give the department a summary of the dental reports at the time of school entry of new kindergarten and first grade students. The reports must be made on forms provided or approved by the department.

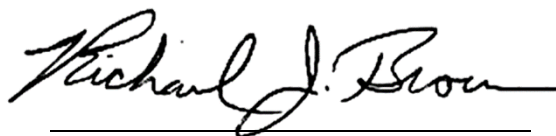
(8) This section does not apply in a fiscal year in which the legislature does not appropriate money for the program.

(9) As used in this section, "program" means the dental oral assessment program described in subsection (1).

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved _____

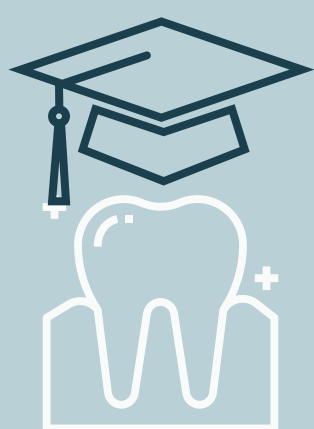
Governor



New Kindergarten Dental Screening Law

On December 29th, 2020, a new law was made in Michigan. This law is to help students entering school have a dental screening before starting school.

Below are some commonly asked questions



What do teeth have to do with school?

Dental cavities are the #1 most common childhood illness and cavities can cause pain. Cavities can prevent kids from eating and can keep Kids awake at night and both eating and sleep help kids learn. It is important to screen kids for health issues before they start school so if they do have cavities, then the cavities can be fixed and the kids will be well-rested, able to eat, and ready to learn!



Are other screenings completed for students?

Yes, It is Michigan law that students are also screened for hearing and vision, and these are done to make sure students can see and hear in the classroom, so they are able to learn.



Do my older students have to have a dental screening too?

This law is specifically for students entering Kindergarten, but it is highly recommended that all kids see a dentist at least once a year.



What will a parent or guardian need to do?

The school will give you a form, called *MDHHS Health Appraisal* form, that is all about the health of your student. The form will need to be completed by professionals, such as a doctor and dentist. On the *MDHHS Health Appraisal* form, Section V- Dental Exam or Assessment is the section that will need to be completed by a dental provider.



Is there a difference between a dental exam and a dental assessment?

In Section V of the *MDHHS Health Appraisal* form, it asks if a child received a dental exam or dental assessment. This is language specific to dental providers, a dentist completes a dental exam, and dental hygienists/dental therapists will complete a dental assessment. You only need to have one dental provider complete the screening.



What if my student has cavities?

If you learn your student has a cavity or cavities, they will need to have the cavities filled. A cavity does not stop growing on its own, it will need to be treated by a dentist. The person who completes your student's dental screening will be able to help with appointments for follow up care.



Who can complete Section V on the Health Appraisal form?

Any dentist, dental therapist or registered dental hygienist licensed in Michigan can complete the form



What is a dental therapist?

A dental therapist is a newer type of provider allowed in Michigan, so they are included under the new law. However, at this time they are not many dental therapists, so you will more than likely have your student seen by a dentist or a dental hygienist.



What if I do not have a dentist?

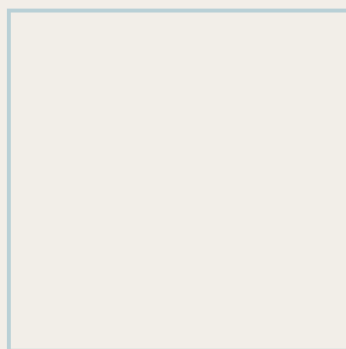
Contact your Local Health Department for help finding a dental provider to do the screening. The school nurse or secretary may also be able to help. The school staff members are aware of this law and will know who to contact in your community for help.



What if I cannot afford to take my student to the dentist?

There are a variety of ways to have kids in Michigan seen by a dentist or dental professional. Consider enrolling in the Michigan's Health Kids Dental Program and contacting your Local Health Department for help finding a dental home. Michigan's Healthy Kid Dental Program: [Healthy Kids Dental Program \(michigan.gov\)](https://www.michigan.gov/healthkids)

Brought to you by your Local Health Department:



COUNTY OF IONIA
BUDGET AMENDMENT REQUEST
DATE

1/9/2024

Department: District Court

Requestor: Kim Clark

Purpose/Description of Request:

To Establish 2024 Budget for 2023-2024 MDCGP, OHSP and Veteran's Grants- Board Approved
@ November 28, 2023 Board of Commissioner's Meeting.

Revenue Line Items				Debit	Credit
Fund	Activity	Account	Description	Decrease	Increase
266	136.100	539.000	State Grant - Drug Court	-	32,134.14
266	136.150	539.000	State Grant - Veteran's Court	-	15,201.51
266	136.250	539.000	State Grant - OHSP	-	68,970.00
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-

Appropriation Line Items				Debit	Credit
Fund	Activity	Account	Description	Increase	Decrease
266	136.100	726.912	Supplies - Incentives	1,889.14	-
266	136.100	801.010	Services - Contractual Counseling	27,145.00	-
266	136.100	801.907	Services - Contractual Defense Attorney	3,100.00	-
266	136.150	726.912	Supplies - Incentives	744.01	-
266	136.150	801.010	Contractual - Counseling	4,267.50	-
266	136.150	801.906	Services - Contractual Testing	7,640.00	-
266	136.150	801.907	Services - Contractual Defense Attorney	1,515.00	-
266	136.150	850.910	Operating - Travel	1,035.00	-
266	136.250	801.906	Services - Contractual Testing	20,765.00	-
266	136.250	801.100	Services - Contractual (Treatment)	47,449.00	-
266	136.250	850.910	Operating - Travel	756.00	-
				-	-
TOTALS				116,305.65	116,305.65
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 COMMISSION ON AGING
REQUEST FOR DISCUSSION/ACTION**

The Ionia County Commission on Aging requests approval of agency signature on contract for
Phase 1 Environmental Site Assessment (ESA) with Fishbeck
February 13, 2024

CONTACT:

Carol Hanulcik, Director

DESCRIPTION:

Following the Board of Commissioners meeting on January 9, 2024, our agency proceeded on obtaining a Phase 1 Environmental Site Assessment (ESA) in connection with the donation by Independent Bank of the parking lot property just south of our facility. COA depends on this lot for parking agency vehicles and we hope to expand into a portion of the lot during renovations which are in the planning phase.

We reached out to the Brownfield Authority for a recommendation for the ESA. They recommended we work with Fishbeck. The Fishbeck contract is attached. They are able to complete the ESA for a lump sum of \$2,500 in approximately 3 weeks' time. The COA board approved moving forward at our January 18 meeting.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

ICCOA has funds available for this expenditure.

LEGAL REVIEW:

Agreement was reviewed by county counsel.

DEADLINE:

We are looking to move forward on this as soon as possible.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

I move to approve the request of the Commission on Aging Director, to approve agency signature on the contract with Fishbeck for an Environment Site Assessment on the lot just south of the COA facility, to be donated by Independent Bank.

DEPARTMENT HEAD RECOMMENDATION:

I recommend approval so we can move ahead. We depend on this parking for our agency vehicles and adding to our footprint would be a major plus for COA operations.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

January 12, 2024

Ionia County Commission on Aging
Carol Hanulcik
115 Hudson Street
Ionia, MI 48846

Proposal for Professional Services
Phase I Environmental Site Assessment (ESA)
123 South Kidd Street, Ionia, Ionia County, Michigan 48846
Parcel ID Number: 201-050-000-475-00

Fishbeck is pleased to furnish this proposal to provide environmental due diligence services. The following are our proposed scope of services and associated fees.

Scope of Services

Phase I ESA

Fishbeck conducts Phase I Environmental Site Assessments (ESAs) in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard Practice E 1527-21 and *All Appropriate Inquiry* (AAI), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended. The Phase I ESA is performed as part of your environmental due diligence prior to property purchase. The goal of environmental due diligence is to limit potential environmental liability and determine if there are any *recognized environmental conditions* (RECs) associated with the property. This Phase I ESA does not provide any common non-scope considerations outside the ASTM E 1527 standard practice. The typical non-scope items include asbestos containing materials, radon, lead based paint, lead in drinking water, wetlands, regulatory compliance, endangered species act, indoor air quality, and mold. However, Fishbeck can provide these and other due diligence services upon request.

Fishbeck will complete a Phase I ESA for the Site and provide a report summarizing the work performed, results, and conclusions. All reports will be subject to a quality control review by a qualified senior-level staff member. The final report will be submitted to you electronically as a PDF. Upon request, one printed copy of the report will be provided. Additional printed copies can be provided for an additional per-copy fee.

Cost and Assumptions

Fishbeck proposes the following fee schedule:

Service	Fee Structure	Fee
Phase I ESA	Lump Sum	\$2,500

Assumptions: The Phase I ESA fee assumes Fishbeck will conduct one site visit/inspection, required representatives will be reasonably accessible and available for interviews, and agency and company files will be provided to Fishbeck as allowed by time and cost constraints. All pertinent and available environmental or geotechnical reports in possession of client will be supplied to Fishbeck prior to the initial site visit.

During the completion of the assessment, unknown conditions may occasionally arise that require additional effort over and above the defined scope of services to comply with applicable regulatory standards. Fishbeck will notify you if a change in the scope of services is required to complete the project. Additional services will not be performed without prior client approval of any amended scope and fee.

Turnaround Time

Service	Completion Time	Comments
Phase I ESA	20 business days	Assumes no delays with review of regulatory records.

User Reliance

Environmental reports will be provided for the client's exclusive use. Any use of the report by others, without the written consent of Fishbeck, will be without liability to Fishbeck. Fishbeck will provide Reliance Letters to third parties on a case-by-case basis for a nominal fee per letter.

Additional Services and Authorization

Fishbeck also offers other due diligence and property development services that you may want to consider. For example, we provide many other services related to site development, including brownfield redevelopment services, property condition assessments, surveying, feasibility studies, civil engineering, infrastructure and building design, and construction services. We also invite you to visit our website at www.fishbeck.com to learn more about the full range of services Fishbeck offers.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Ariane Savoy (asavoy@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Thank you for this opportunity. We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 616-638-1457 or rwilson@fishbeck.com.

Sincerely,



Roman A. Wilson

Vice President/Due Diligence and Brownfield Services

Attachments

By email

Copy: Kirk Perschbacher - Fishbeck

Professional Services Agreement

PROJECT NAME Phase I ESA – 123 Kidd Street
FISHBECK CONTACT Roman A. Wilson
CLIENT Ionia County Commission on Aging
CLIENT CONTACT Carol Hanulcik
ADDRESS 115 Hudson Street, Ionia, MI 48846

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Completion of a Phase I ESA in accordance with the attached Fishbeck proposal letter, dated January 12, 2024.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated January 12, 2024
- ☐ Other: NA

METHOD OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services
- ☐ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: Two Thousand Five Hundred Dollars (\$2,500)

ADDITIONAL PROVISIONS (IF ANY): Paragraph 14. Indemnification. Replace the 2nd sentence with “To the extent permitted by law, Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck’s performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck.”

APPROVED FOR:

Ionia County Commission on Aging

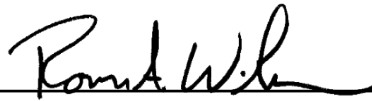
BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: _____

DATE: _____

Vice President

January 12, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
- Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.
- Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Support and Equipment purchase with Priority Dispatch
February 13, 2024

CONTACT:

Lance Langdon, Central Dispatch

DESCRIPTION:

The Dispatch Center uses a product from Priority Dispatch called ProQA that is our emergency Medical Dispatch program. With the new dispatch positions, we need to purchase two additional card sets and six card set holders. These card sets are used in conjunction with the computerized version of the system and are back up to the computer system.

In addition to the card sets we also have System Maintenance that is paid for yearly. To help reduce the costs of this maintenance, Priority Dispatched has proposed a four-year agreement.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The Card sets and trays and additional licensing for the two new workstations are \$7,523.00. The cost of the two licenses and maintenance are part of the project adding two additional workstations totaling \$5,258.00. The new updated card sets, and card holders are a new purchase, \$2,265.00 which would be paid for through center fund balance.

The Annual system maintenance/license renewal costs for the next four years are as listed below.

8/1/24 – 7/31/25 = \$7,000.00	8/1/25 – 7/31/26 = \$7,000.00
8/1/26 – 7/31/27 = \$7,500.00	8/1/27 – 7/31/28 = \$7,500.00

This is a necessary system which we have been paying for each year in the past and is part of the Centers budgeted costs.

LEGAL REVIEW:

Documents to be approved by County Attorney prior to signature.

DEADLINE:

The maintenance agreement is not due until August but with maintaining the \$7,000.00 cost for two additional years provides a cost savings by signing the agreement to continue the maintenance and licensing renewals. This would allow the two workstations to be made operational with the position equipment allowing the new dispatch area to go live.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

For the BOC to authorize the Dispatch director to sign on behalf of the county, a license purchase and renewal and maintenance agreement, with Priority Dispatch of Sault Lake City Utah for the period of 8-1-24 to 7-31-28 and purchase new card sets and holders for the Emergency Medical Dispatch program used by the Center with an immediate cost of \$7,523.00. Future yearly costs effective August first for the periods 2024-2025 and 2025-2026 in the amount of \$7,000.00 each year, and for 2026-2027 and 2027-2028 in the amount of \$7,500.00 for each year.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator Recommends Approval of this Request.



QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Stones
Phone: (800) 363-9127
Direct: Ext. 149
Email: jon.stones@prioritydispatch.net

Agency: Ionia County 911 Central Dispatch
Agency ID#: 791
Quote #: Q-71764
Date: 1/23/2024
Offer Valid Through: 3/29/2024
Payment Terms: Net 30
Currency: USD

Bill To:
Ionia County 911 Central Dispatch
545 APPLE TREE DR
IONIA, Michigan 48846-8512
United States

Ship To:
Ionia County 911 Central Dispatch
545 APPLE TREE DR
IONIA, Michigan 48846-8512
United States

Product	Discipline	Qty	Amount
ProQA Supervisor License Supervisor Software Licenses Monitoring and reporting software	Medical	2	USD 4,675.00
Priority Dispatch System Annual Maintenance (B) License Renewal, Service & Support	Medical	2	USD 583.00
Replacement Trays		5	USD 1,155.00
Priority Dispatch Protocol Cardset Licensed manual protocol set for backup	Medical	2	USD 1,090.00
Shipping & Handling		1	USD 20.00
Additional ProQA Licensing & Maintenance TOTAL:			USD 7,523.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support	Medical	4	USD 5,600.00
Priority Dispatch System Annual Maintenance (B) License Renewal, Service & Support	Medical	2	USD 1,400.00
Priority Dispatch System Annual Maintenance: 8/1/24 - 7/31/25 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support	Medical	4	USD 5,600.00
Priority Dispatch System Annual Maintenance (B) License Renewal, Service & Support	Medical	2	USD 1,400.00
Priority Dispatch System Annual Maintenance: 8/1/25 - 7/31/26 TOTAL:			USD 7,000.00

"To lead the creation of meaningful change in public safety and health."

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support	Medical	4	USD 6,000.00
Priority Dispatch System Annual Maintenance (B) License Renewal, Service & Support	Medical	2	USD 1,500.00
Priority Dispatch System Annual Maintenance: 8/1/26 - 7/31/27 TOTAL:			USD 7,500.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support	Medical	4	USD 6,000.00
Priority Dispatch System Annual Maintenance (B) License Renewal, Service & Support	Medical	2	USD 1,500.00
Priority Dispatch System Annual Maintenance: 8/1/27 - 7/31/28 TOTAL:			USD 7,500.00

Subtotal	USD 7,523.00
Estimated Tax	
Total	USD 7,523.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

MPSCS Member Subscriber Agreement
February 13, 2024

CONTACT:

Lance Langdon, Central Dispatch

DESCRIPTION:

The Michigan Public Safety Communications System (MPSCS) attorney contacted Dispatch wishing to have the agreement updated as the last one on file was signed in 2006 by a prior Director. There are no costs to this agreement, but it outlines what is required as a user agency of their system.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

No funding approvals are resulting from this agreement.

LEGAL REVIEW:

Attorney Gordon Love has reviewed and approved the agreement for signature.

DEADLINE:

No specific deadline is required.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

The Ionia BOC authorizes the Central Dispatch Director to sign the Member Subscriber Agreement on behalf of Ionia County and Central Dispatch.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator Recommends Approval of this Request.



Michigan's Public Safety Communications System (MPSCS)
Michigan Department of Information Technology
7150 Harris Drive
P.O. Box 30631
Lansing, Michigan 48909

Phone: (517) 284-4100

Fax: (517) 284-4066

Web: www.michigan.gov/mpscs

MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM (MPSCS)

MEMBER SUBSCRIBER AGREEMENT

This Michigan's Public Safety Communications System Member Subscriber Agreement is between Ionian County Central Dispatch, whose address is: 545 Apple Tree Drive, Ionia, MI 48846 (**Member**), and the State of Michigan, Department of Technology, Management and Budget, Office of the Michigan's Public Safety Communications System (**DTMB-MPSCS**), whose address is: 7150 Harris Drive, P.O. Box 30631, Lansing, Michigan 48909-8131, for membership in the Michigan's Public Safety Communications System.

I. DEFINITIONS

- A. Agreement**—means this MPSCS Member Subscriber Agreement between the DTMB-MPSCS, and the Member, setting forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided and, includes its exhibits, attachments, and any renewals or amendments.
- B. Bricked**—means a Member radio no longer functionable on MPSCS due to severe physical damage, a serious misconfiguration, corrupted firmware, or a hardware problem.
- C. Data**—means any MPSCS Data Service offering.
- D. Department of Technology, Management and Budget (DTMB-MPSCS)**—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System, which is the State of Michigan Department that manages and operates the MPSCS.
- E. Disable**—means to have a Member unit radio ID turned off on the MPSCS.
- F. Emergency Alert**—means the System feature, which allows eligible MPSCS Members to transmit emergency alerts.
- G. Exhibit A**—Names the Member Liaison Officer, billing contact for Member fee payment, and Member's primary dispatch center contact information.
- H. Good Standing**—means the Member is in compliance with the MPSCS Member Subscriber Agreement's member obligations.

- I. **Lost or Stolen (LOS)**—means a Member radio reported lost or stolen.
- J. **Member Liaison Officer**—means the contact person named by Member in Exhibit A to perform the duties set forth in Section III below.
- K. **Michigan's Public Safety Communications System (MPSCS or System)**—means the Michigan's Public Safety Communications System, established under 1929 PA 152 for public safety communications; and includes all the real and personal property, towers, equipment shelters, equipment and other related facilities and fixtures necessary for the operation and maintenance of the System and its management within DTMB.
- L. **MI Login**—means the State of Michigan single sign-on application that will be used to access the RMS portal. Each Member Liaison Officer is required to create its own MI Login to be used for accessing the RMS portal.
- M. **MPSCS Member (Member)**—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or is a critical infrastructure provider authorized to hold membership with MPSCS.
- N. **MPSCS Motion 360 Radio Management System (RMS)**—means the State of Michigan application portal customer agencies will use to request programming activations, disabling, reenabling, bricking, or changes for mobiles, portables, and console radios, as well as, keep contact information updated.
- O. **Network Communications Center (NCC)**—means the MPSCS operation and Communications center, which manages the technical operation of the System on a 24/7 basis.
- P. **Radio Equipment (Radio)**—means the Member's voice and data communications equipment, including control stations, consolettes, base stations, mobile or portable radios, or any other data or radio frequency interface, which has a unique MPSCS identification number.
- Q. **Radio Programming Unit (RPU)**—means the MPSCS unit responsible for assignment of identification numbers; Template programming and reprogramming; all necessary database maintenance; and assignment of Talkgroups.
- R. **Re-enable**—means to have a LOS Member unit ID turned back on in the MPSCS.
- S. **Service Provider**—means the entity under contract with the Member to service and maintain Member's Radios.

- T. State of Michigan**—means the owner of MPSCS.
- U. System Management**—means the MPSCS’s responsibilities in the administration of MPSCS operations and selection of the MPSCS services provided under this Agreement including, upgrades and enhancements.
- V. Talkgroup**—means a configurable, pre-programmed, voice pathway in the System by which properly programmed Radios can communicate with each other.
- 1. Non-Proprietary Talkgroup**—means a Talkgroup established by the MPSCS for the benefit and good of several Members. The MPSCS administration grants access to these talkgroups by proper request and with demonstrated need.
 - 2. Proprietary Talkgroup**—means a Talkgroup assigned exclusively to a MPSCS Member for use during their duties. This Talkgroup may be shared between MPSCS Members with the written approval of the agency that established the Talkgroup.
 - 3. Proprietary Radio System**—means a non-MPSCS radio system that may be programmed into a MPSCS Member's radio for the purpose of interoperability. The MPSCS does support programming of non-MPSCS proprietary radio systems.
- W. Template**—means the Radio software, which controls the Radio’s Talkgroup functions and communication capabilities.
- X. Template Design Unit (TDU)** —means the MPSCS unit responsible for development of Templates that will be programmed into a Member's radio. This includes defining a Member's communications plan; the establishment or reuse of Talkgroups; providing direction for concurrence of Talkgroups between agencies, and documenting Templates for construction by the RPU section.
- Y. Twenty-four/Seven (24/7)** —means 24 hours a day, 7 days a week.

II. MPSCS COMMUNICATIONS SERVICES

- A. Template Design**—If requested by the Member via the RMS portal, TDU will work with and prepare a needs assessment for the Member, based on the Member's current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the needs assessment. The RPU will prepare the primary Template for each Radio if requested by the Member. The RPU will correct any

Template programming error(s) attributable to the RPU. A Member may request one primary Template change per year at no charge. The initial Template will be programmed into the Radio by one of two options. Either by MPSCS personnel or a serial specific file will be provided by the RPU to the Member's Service Provider. These options will be paid by Member. Refer to the MPSCS Fee Structure.

- B. System Management**—includes MPSCS' responsibility for the following:
1. Assignment of Talkgroups' use priorities;
 2. Management of Talkgroups to assure appropriate use of the System;
 3. Enforcement of MPSCS guidelines, procedures, and protocols;
 4. Generate and use statistical data and reports concerning Member's Talkgroups, call durations, call types, busy signals, and other data analyses and reports; and
 5. Grade of service.
- C. Training**—Member's employees and other personnel must receive MPSCS approved Radio user training and/or "train the trainer" training.
- D. NCC Services** —The NCC operates and manages the System on a 24/7 basis. The NCC provides Member with emergency or planned activation of special-event Talkgroups. The NCC, upon Member's request, provides radio checks for unresponsive Radios; inhibits lost or stolen Radios; and provides communications troubleshooting.
- E. MPSCS Mobile Radios Performance**—MPSCS provides tested mobile radio communication coverage to the Member, subject to the Member's compliance with MPSCS recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below the tested coverage, the Member should first contact its Service Provider for an evaluation of the problem. If the Member's Service Provider determines the problem does not originate from the Member's Radios, equipment installation or maintenance, the Member should notify the NCC. The NCC will investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction and report the corrective action to the Member.
- F. MPSCS Portable Radio Coverage**—Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in Member's desired coverage areas.
- G. Emergency Alerts Availability**—If Member has a 24-hour dispatch center capable of receiving control data associated with all its Talkgroups, and Member can verify to MPSCS that it has the capacity to monitor and supervise the Emergency Alerts feature, Member may have the Emergency Alerts feature activated at no additional charge during a

template reprogram. See MPSCS Emergency Alert and Emergency Call Policy 1.1.3. When this feature is activated, the Member must keep their RCM logged in and respond to Emergency Alerts in a timely manner. Additionally, Member must obtain, at its own expense, a license to operate its Radio Control Manager (**RCM**) from its equipment vendor in order to have this feature activated. The NCC cannot serve as back-up for monitoring Emergency Alerts if the Member chooses this feature. If Member changes primary dispatching responsibilities to a PSAP or center that does not have RCM functionality, Member is responsible for contacting RPU to have Emergency Alert (EA) function removed from their radios.

- H. **Private Calling Availability**—Private calling permits properly programmed Radios to engage in "one-on-one" conversations. Only the initiating and target Radios are able to communicate. Private calling can tie—up System resources. Member may choose to avail itself of Private Calling after a determination of the need and potential impact on the System.
- I. **Performance Standards; Monitoring; Electronic and Infrastructure Maintenance** — The System utilizes automated performance standards and automated diagnostics, which are monitored 24/7 to ensure a timely reactive response to System component outages or other System deficiencies. MPSCS provides complete monitoring, inspection, and maintenance for all MPSCS tower sites and System infrastructure that meets or exceeds manufacturers' recommendations. The MPSCS also maintains a preventative maintenance system for all major components.
- J. **MPSCS Emergency Management Plan**—The MPSCS maintains an Emergency Management Plan for the System. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.
- K. **MPSCS Infrastructure Upgrades and Enhancements**— "**Upgrades**" are changes made to the System's infrastructure to assure compliance, or to improve existing features and operations, of the MPSCS. "**Enhancements**" are modifications made to MPSCS services or systems that add functions or features not originally part of the MPSCS. Benefits of the Upgrades are currently provided to Members at no additional charge. However, for a Member to access the new features and or enhancements, it may be necessary for the Member to upgrade its Radios after the appropriate MPSCS system upgrade is completed.

III. MEMBER OBLIGATIONS

- A. **Fees**—Fees are governed by MPSCS's policy on fee structure. Changes to fees are at the sole discretion of State of MI, MPSCS, upon **twelve (12) months** prior written notice to MPSCS Members.
1. **Exhibit A** – Names the Member Liaison Officer, billing contact for Member fee payment, Member's primary dispatch center contact information, and DTMB-MPSCS's contact information for notices.
- B. **Member's Radios**—Member may only use MPSCS-approved Radios, with authorized and validated serial numbers, Talkgroups and Radio ID's. A list of approved Radios is available from the TDU or the MPSCS website. Before programming any Templates, the Member must provide the RPU a list of the Member's Radios, each identified by: vendor/Service Provider, manufacturer, model number, serial number and flash or operating version.

Non-Public Safety and/or Non-Governmental Users –

Except for Michigan public utility companies, any non-public safety and/or non-governmental users providing direct support to public safety responses that are not eligible to hold authorizations in the Public Safety Pool pursuant to 47 CFR § 90.20, must meet the below requirements in order to be permitted to utilize the Michigan's Public Safety Communications System (MPSCS):

1. Member must have established procedures controlling access to Radio's and strictly prohibiting any use of Radio's for any routine operations or not in support of a qualifying public safety event.
2. Any Radio's must be securely stored when not in use.
3. Any volunteer having access to or utilizing Radio's must be background checked through the State of Michigan ICHAT public facing portal.
 - a. The results of those background checks must be retained for inspection.
 - b. All volunteers having access to Radios must be background checked on an annual basis.
 - c. A roster of all current volunteers must be maintained.
 - d. If a volunteer is employed by a public safety agency (police, fire or EMS) verification of their employment will satisfy the background check requirement.
4. When assisting on public safety matters those activations must be documented including:
 - a. Time, date, location, name of agency assisting.
 - b. Name of volunteer(s) utilizing Radios
 - c. What Radios were used
 - d. What talkgroups were utilized
 - e. These records must be retained for a period of thirty-six months (36)

5. Member will be provided access to event zones F, G, H, I (law enforcement only), J, K, and L (must have AES encryption). For any talkgroups not owned by Member, the Member must have an MOU with the talkgroup owner.
 6. The above records must be provided to MPSCS upon request for review.
- C. **MPSCS Motion 360 Radio Management System**—application will be accessed using a MI Login. Member is required to keep its contact and radio asset information in the application current and report any changes to DTMB-MPSCS within 24 hours. In addition, before Member's Service Provider may access the application, Member must have a Memorandum of Understanding (MOU) in place with its Service Provider to maintain confidentiality and protect any application information from unauthorized disclosure.
- D. **MPSCS RMS Portal**—MPSCS is utilizing the RMS portal which is accessed using a MI Login. This portal replaces all email and phone requests for radio programming changes and/or additions to radios. Member's will only be allowed access to its own account and users unless a MOU is provided for additional access. Any Member that is provided access to an account that does not belong to them must report the matter immediately to DTMB-MPSCS so the error can be corrected.
- E. **Radios' Maintenance and Repair**—Member is responsible for maintenance and repair of its Radios in accordance with manufacturer's specifications.
- F. **Template Modifications**—The Member may make Template modifications, through its Service Provider, if the modification does not adversely impact the operation and integrity of the System. Template modifications are not permitted for MPSCS radio zones: E, F, G, H, I, J, K and L. Template modifications must be made in strict compliance with RPU's standards and only upon **thirty (30) days** advance notice via the RMS portal to the RPU. MPSCS reserves the right to audit the Member's Templates at any time to confirm compliance with these requirements. Failure to comply with MPSCS Template modification standards is cause for termination of this Agreement. The MPSCS is not responsible for the installation or reprogramming of a modified Template into a Radio. An archive file will be provided to the Member for reprogramming of the Radio when possible. Some models of Radios cannot be programmed in the field due to programming security limitations and those Radios must be reprogrammed by the MPSCS. All costs associated with the MPSCS programming of Radios with modified Templates will be the responsibility of the Member.
- G. **System Prohibited Use**—The Parties acknowledge that the Network is for public safety communication purposes consistent with FCC licensing requirements. Use of the Network by Member for anything other than Land Mobile Radio (**LMR**) voice and data traffic must be approved by DTMB-MPSCS. No commercial, personal or non-public safety related business may be conducted through the System by the Member, its authorized users or Service Provider.

- H. Compliance with Federal and State Laws**—Member must comply with all Federal and Michigan laws, rules, and regulations.
- I. System Management**—Member must comply with MPSCS' System Management requirements.
- J. Trained Personnel**—Member must not permit any personnel to use Radios until they have received approved MPSCS Radio user training.
- K. Member Liaison Officer**—Member must name its Member Liaison Officer. The Member Liaison Officer will be responsible for authorization of Template modifications, coordination of new Radios onto the System, and providing necessary data to the RPU for record keeping purposes. The Member Liaison Officer will also be the Member's representative for MPSCS billing purposes unless otherwise designated in **Exhibit A**.

Member Liaison Officer must report any changes within 24 hours when a user is deemed no longer authorized access to the MPSCS or the RMS portal by the Member so permissions can be updated immediately.

In addition, in order to protect the integrity of the MPSCS, the Member Liaison Officer will notify the NCC within 24 hours of knowledge of any of the following status changes to radios (see MPSCS website, Forms tab for the appropriate submittal documentation):

- Lost
- Stolen
- Bricked or otherwise compromised
- Re-enable

Member Liaison Officer will notify the MPSCS of any Radio ID's that are no longer in use and of any changes in ownership of Radios to update the point of contact by e-mailing MPSCS-Bus@michigan.gov.

- L. Compliance with MPSCS Guidelines, Procedures, and Protocols:**
1. Member must comply with all MPSCS guidelines, procedures, and protocols.
 2. In order to protect the integrity, security, safety, and efficient operation of the System for all MPSCS Members, Member must take appropriate corrective action against any of its employees who violate MPSCS standards, guidelines, procedures and, protocols, or this Agreement.
 3. Software, configurations and usage may be limited to ensure integrity of the network as required by MPSCS security and maintenance policies.
 4. Violation of MPSCS standards, guidelines, procedures, protocols, or violation of this Agreement may result in termination of this Agreement.

IV. DURATION, CANCELLATION & TERMINATION

Membership in the MPSCS will remain in effect until canceled or terminated by MPSCS, upon **twelve (12) months** prior written notice to Member as long as the Member stays in good standing. The Agreement may be terminated by MPSCS for violations of the terms and conditions of this Agreement upon **thirty (30) days** written notice to the Member. Membership in the MPSCS will remain in effect until canceled or terminated by Member, upon **ninety (90) days** prior written notice to MPSCS.

V. AUTHORITY TO CONTRACT

Member represents that it has the requisite power to enter into this Agreement and that the person signing the Agreement has the authority to bind Member to its obligations in the Agreement.

VI. MISCELLANEOUS

- A. **Waiver**—The failure of a party to insist upon strict adherence to any term of this Agreement must not be considered a waiver or deprive the party of the right to later insist to the strict adherence to that term of the Agreement.
- B. **Modification**—MPSCS general membership terms may be modified by the MPSCS upon **ninety (90) days** advance written notice to MPSCS Members. Terms in this Agreement that are specific to Member may be modified by a written amendment signed by both parties.
- C. **Governing Law**—This Agreement is governed by, and must be construed in accordance with the laws of the State of Michigan.
- D. **Headings**—The headings given to the sections and paragraphs of this Agreement are for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. **Independent Contractor Relationship**—The relationship between the parties is that of an independent contractor and client. No agent, employee, or servant of the MPSCS may be deemed to be an employee, agent, or servant of the Member. The Member will be solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- F. **Effective Date**—This Agreement is effective as of the date of the last signature, and this Agreement once effective will supersede and replace any prior Member Services Agreement entered into between the parties.

- G. Counterparts**—This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission will constitute effective execution and delivery of this Agreement by the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for any purpose whatsoever.

VII. NOTICES

All notices given under this Agreement, except for emergency service requests, must be made in writing. All notices will be sent to the Member at the addresses provided in **Exhibit A** and all notices to DTMB-MPSCS will be sent to the applicable address below. An address change will be effective **seven (7) business days** after the notice of change is received.

MPSCS-RPU-TDU

DTMB-MPSCS

Radio Programming Unit/Template Design

(517) 333-2720 Work

MPSCS-RPU@michigan.gov

PO Box 30631

Lansing, MI 48909-8131

7150 Harris Drive

Dimondale, MI 48821

MPSCS BILLING SUPPORT

DTMB-MPSCS

Business Unit DTMB

(517) 284-4070 Work

(989) 640-2882 Mobile

MatsonM@michigan.gov

ParsonsR3@michigan.gov

SIGNATURE PAGES FOLLOW

MEMBER:

Ionia County Central Dispatch

(Name of Agency)

(Signature of Contact)

By: _____
(Print/Type Name of Contact)

Its: _____
(Title of Contact)

Date: _____

STATE OF MICHIGAN

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET:

Michigan's Public Safety Communications System

By: Bradley A. Stoddard

Its: MPSCS Director

Date: _____

Please send signed Member Subscriber Agreement to:

Department of Technology, Management and Budget

Michigan's Public Safety Communications System

7150 Harris Drive

Dimondale, MI 48821

Attention: MPSCS Director

Exhibit A

Member Liaison Officer and Billing Contact for MPSCS's Invoice and Fee Payments (Please print or type clearly)

Member Liaison Officer (See Section III)

*Required fields:

*Name: _____

*Title: _____

*Address: _____

Cell: _____

*Ofc Phone: _____

*Email: _____

Primary Dispatch Center

Name: _____

24x7 Phone: _____

Email: _____

Activated Emergency Alert radios - Receiving Radio Control Manager (RCM):

Agency Name: _____

Serial No.: _____

Member Invoice Contact (*required if different name and address from Liaison):

*Name: _____

*Title: _____

*Address: _____

Cell: _____

*Ofc Phone: _____

*Email: _____

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

February 13, 2024

CONTACT:

Patrick Jordan, County Administrator

DESCRIPTION:

The Fred Meijer River Valley Rail Trail applied for and received \$100,000 grant from MDNR to pave a section of the Trail between White Bridge and Button Road that has failed in its original construction. The Grants are administered on a reimbursement basis and the Friend of the Fred Meijer River Valley Rail-Trail do not have the money to fund the project, then wait 4-6 weeks for reimbursement. The Friends are asking the Ionia County Board of Commissioners for a short term loan to fund the project and will pay the County back upon reimbursement from the State.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

Short Term loan from the General Fund

LEGAL REVIEW:

Attorney has reviewed, added comments and given his blessing

DEADLINE:

None

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Affirm a short term loan of \$100,000 to the Friends of the Fred Meijer River Valley Rail-Trail for paving of 3300 feet of Trail.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends.

Ionia County Board of Commissioners.

My name is Ron Gunderson. I'm the Chair of the Friends of the Fred Meijer River Valley Rail-Trail and have been involved since 2010.

The Friends are the caretakers of 38 miles of the Midwest Michigan Trail Network that runs from Alma to Owosso. The Friends group in Belding consists of six Board members representing different counties that the trail runs through.

We have written grants to MDNR, MDOT, Ionia County Community Foundation, as well as the Greenville Community Foundation, as well as met directly with Fred Meijer. We have successfully written grants for the development of all 38 miles of trail that we oversee.

Our section runs from Jackson's Landing in Greenville to Foreman Street in Lowell which is 22 miles. That section is the Fred Meijer Flat River Valley Rail-Trail. It then picks up at Montcalm Avenue at the Ionia County-Kent County line to the 122-mile marker just west of Prairie Creek in Ionia, which is 16 miles. That section is the Fred Meijer Grand River Valley Rail-Trail

We schedule maintenance that is larger than we can do but mostly take care of trees that fall on the trail and replace signage that is either damaged or stolen, culverts, etc. The section in Belding was developed in 2012. The section from Saranac east to the 122-mile marker was developed in 2013. The section from Belding to Greenville and from Belding to Lowell, as well as the section from Montcalm Avenue to Saranac, was developed in 2019.

This brings us to the reason I'm here today. One of the sections of the newly developed trail between Whites Bridge Road and Button Road has failed. It consisted of crushed asphalt screened 3/8" or smaller.

The overlay of the crushed asphalt on the test section that was put down back in 2011 did not adhere and has separated, fell apart, and, crumbled, and as a result, had to be broomed off which has taken the original test section down to the ballast stones that the railroad tracks sat on.

I have received three bids which are required by the MDNR that came in at around \$95,000 and a bid to bring the broomed crushed asphalt back up to the new asphalt.

The section of trail that the Friends oversee is owned by the MDNR and I was able to secure a grant for \$100,000 for the repair of the hill which is 3300 feet long.

The problem is that the Friends do not have this kind of money to pay for this asphalt net 30 days after being put down. The process to get reimbursed from the MDNR is we pay for the asphalt, wait for the check to be cashed, and submit the canceled check as well as the receipt to the MDNR which takes 4 to 6 weeks for turnaround, which is then put into the Friends account through our SIGMA account.

In short, the Friends are asking if the Board can help us with the money for a hopefully short period. We are a 501c3 and are registered with LARA.

Regards,

Ron Gunderson

----- Forwarded message -----

From: **Sell, Jill (DNR)** <SellJ1@michigan.gov>

Date: Fri, Jan 5, 2024 at 1:59 PM

Subject: DNR Grant

To: Ron Gunderson (rgunderson@fmrvt.org) <rgunderson@fmrvt.org>

Hi Ron,

The Friends of the Fred Meijer River Valley Rail Trail has received grant funding totaling \$100,000 for the paving of the trail section between White Bridge and Button Road in Ionia County from the MDNR. Grant documents will be coming soon.

Thanks,

Jill Sell



Southwest Trails Specialist

Department of Natural Resources

Parks & Recreation Division

(269) 330-4849

<https://www.michigan.gov/dnr/places/state-trails>

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

February 13, 2024

CONTACT:

Patrick Jordan, County Administrator

DESCRIPTION:

Contract with Textile Preservation Associates, Inc. for repair and preservation of Civil War Flag Displayed in the Old Courthouse since 1865.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

Contract is for \$47,375 (tax exempt). Local VFW groups are fundraising for this endeavor and have raised about 2/3 of the cost so far. They will continue to do so over the course of the next 6 months until completion of the restoration.

LEGAL REVIEW:

Reviewed and approved by County's Bond Counsel

DEADLINE:

As soon as possible

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Move to authorize execution of the contract.

ADMINISTRATOR'S RECOMMENDATION:

TEXTILE PRESERVATION ASSOCIATES, INC.

P. O. Box 206 Ranson, WV 25438 ~ Phone: 304-724-1861 ~ Email: tpa@frontiernet.net

January 26, 2024

Ionia County
c/o Patrick Jordan
101 West Main Street
Ionia, MI 48846

Object: 21st Michigan Regimental

Dear Patrick,

Enclosed please find our Treatment Proposal for the above referenced object. Please sign and return the original. The copy is for your records.

The 25% deposit will be invoiced upon receipt of the object, which we anticipate will be on or about April 5th.

Do not hesitate to call me if you have any questions.

Sincerely,



Donna Lee Tissue
Administrator

TEXTILE PRESERVATION ASSOCIATES, INC.

P. O. Box 206 Ranson, WV 25438 ~ Phone: 304-724-1861 ~ Email: tpa@frontiernet.net

TREATMENT PROPOSAL

Date January 26, 2024
Object 21st Michigan Regimental
Client Ionia County
c/o Patrick Jordan
101 West Main Street
Ionia, MI 48846
Phone 616-527-5300

✓ Appraised value: _____ Appraisal date: _____
Verifiable estimated value (if not appraised): _____

A verifiable value is necessary for TPA to carry insurance on the object while it is in our laboratory (see item 7 under Terms). If no amount is entered the object will not be insured by this office. If the object is valued over \$75,000, the client must either submit a certificate of insurance showing coverage at this location or showing Textile Preservation Associates Inc. as additional insured, or reimburse TPA. for additional insurance costs.

✓ **Exhibit Deadline** _____ **or Desired Completion Date** _____

REPORT OF EXAMINATION

The object was not submitted for examination and there is a previous treatment in place, both of which make a thorough evaluation impossible. For purposes of this proposal it is assumed that the flag has only one layer of silk. Every effort has been made to evaluate the condition of the object and anticipate possible problems however; the object will have to be re-evaluated after it is received and after the treatment is removed. If the object proves to be in a more damaged condition than anticipated or if there prove to be two layers of fabric or adhesive used in the previous treatment it is possible that the flag will require additional treatment. The client will be contacted and a revised Treatment Proposal will be prepared if any of these things occur.

Description

Size: Leading edge: 72" Fly: 78" (sizes include fringe)

The flag was not physically examined but was evaluated based on photos (of one side only) and information supplied by the client. The flag appears to be a variation of a Federal Regimental of what appears to be one layer of dark blue silk with embroidered and painted decoration. There is an eagle with outspread wings in the center who faces toward the fly. The eagle holds an olive branch and a ribbon in his left claw. The red ribbon has a gold outline and is in two sections with Roman

lettering in gold as follows: **"UNION / CONSTITUTION"**. There is a U. S. National flag on a staff flying (in reverse) above the eagle. The flag has thirty-four stars in five horizontal rows on the canton but only eleven red and white stripes in the field. There is a ribbon with tassels and a wreath draped around the finial on the staff. There is a large red ribbon in multiple sections across the top of the flag with Gothic lettering in gold as follows: **"PRESENT BY THE LADIES (OF IONIA?)"**. A similar ribbon is stretched across the bottom of the flag in three sections with the unit designation in gold Roman lettering shaded with dark red as follows: **"21ST MICHIGAN INFANTRY"**. *This is the only part of the decoration that appears to be painted.* The top, fly and bottom edges have a gold colored metallic fringe applied to the obverse side. The flag appears to have nine pairs of ties by which it is currently attached to a wooden staff. The staff appears to have a brass finial and there is a length of cording with a large tassel at each end around the top.

There is also a separate, smaller banner of a lighter blue silk attached at the lower end of the staff with three pairs of ties. The banner is rectangular in shape, with the end cut into a swallowtail and it bears eight battle honors applied in gold lettering.

Condition

Previous Treatment

The flag is currently housed in a case and attached to the staff as described above. Detail photographs show that the flag has definitely undergone a previous treatment and has been encased between two layers of blue netting and secured with multiple rows of zigzag machine stitching. It appears that the netting has been cut away over at least some of the embroidered elements with the edge of the cut netting held in place by very tight satin stitching around the perimeter. The painted ribbon does not appear to have been cut away and the zigzag stitch can be seen going straight through it. The embroidery threads in the eagle have a strange, stiff appearance so there is the possibility that an additional treatment, possibly adhesive was applied.

Present Condition

The flag appears to have been relatively intact prior to the application of the treatment, but there could be much more damage than is apparent at this time. The amount of stitching, particularly through the painted area, will likely have caused damage and possibly fragmentation. The flag is reportedly faded throughout from light exposure and it is likely soiled with airborne contaminants.

Examination Results

NEEDS DONE

It is difficult to assess the condition of the flag from a photograph and while the previous treatment remains in place. In addition to not providing adequate support to the fabrics, the previous treatment is also contributing to the deteriorated condition of the flag by inducing stress on the fabrics. It appears that the original flag fabrics were in fair condition prior to the treatment, but it is likely that fragmentation will occur to both silk and painted elements when the treatment is removed. The flag will likely require encapsulation in sheer synthetic fabric to make it possible to maintain loose fragments to their original locations and support weakened areas.

It is also likely the painted areas will be split and fragmented from the previous treatment stitching and should be repaired with patches of adhesive covered Stabiltex fabric to stabilize the fragmented areas

The best support for the flag during vertical display would be achieved by mounting in a pressure mount frame. This is a custom-made exhibit case that will provide the fabrics with uniform

support by producing a light pressure over the entire surface. This is accomplished by placing the flag between a soft, padded, archival panel and the front glazing. In addition to support, the pressure mount creates an internally buffered, stable environment that will help protect the object from outside contaminants.

PROPOSED TREATMENT

Documentation

1. The flag, as received, will be photographed on both sides.
2. The flag will be removed from the current mount and staff and photographed. The previous treatment will be removed by cutting each stitch on the reverse, working under magnification if necessary, then removing the thread fragments and treatment fabrics. The previous treatment materials will be saved and returned to the client. The flag will be photographed on both sides after the previous treatment is removed.
3. (OPTIONAL) Once the original flag is accessible, the fibers, fabrics, and sewing threads will be examined. Information about the construction of the flag, and any evidence of alterations to the original will be noted and added to the treatment report. Scale drawings will be made of the flag and particle samples will be taken for the files.

Stabilization

4. The flag will be vacuum cleaned on both sides to remove airborne particles.
5. The fabrics, pigments and sewing threads will be tested for colorfastness. Any stains will be tested for solubility. The flag will be humidified by misting with distilled water. The misting will relax the fabrics and painting to allow removal of creases and release soluble components to reduce soiling and tide lines and help to eliminate the pattern of holes left by the previous treatment stitching. The flag will be blotted with paper towels to remove excess water and the fibers will be aligned. A layer of paper toweling will be left in place on the flag to act as an absorption layer for the release of soluble components. The flag will be covered with glass weights and air dried.
6. Splits in the painted areas will be held in place using small patches of Stabiltex fabric. The Stabiltex will be coated with a light application of a heat-activated adhesive, Beva 371, and allowed to air dry. Patches will then be cut and applied to the damaged areas using heat to activate the adhesive.
7. The flag, with fibers and fragments aligned, will be sandwiched between two layers of sheer blue synthetic fabric. The flag will be secured within the layers of synthetic fabric with hand sewn running stitches going through all layers and using a thread pulled from the synthetic fabric. Care will be taken to eliminate sewing through the flag fabric where possible by stitching through the voids and around the perimeter of fragments. If there are large areas in the flag with no damage, the fabrics will be secured with random rows of vertical, hand sewn running stitch. A line of stitching will be completed around the perimeter of the flag to secure the edges of the synthetic fabric using an appropriately colored silk thread. The perimeter stitch line will be done through the gimp to secure the fringe. The flag will be photographed on both sides after encapsulation.

Preparation for Exhibition

8. A buffered, acid-free panel will be prepared then covered with nonwoven polyester batting and a previously washed, unbleached, fine cotton fabric.
9. The ties of the flag will be arranged in a variety of positions. Photographs will be forwarded to the client for approval.
10. The flag will be attached to the padded panel with one row of stitching across the top using an appropriately colored silk thread. Attachment will be made through the synthetic fabric to avoid additional stress on the flag. If necessary, inserts will be constructed of unbleached, fine cotton fabric to be placed in the folds of the ties to prevent crushing the folded fabric while in the pressure mount.
11. The fringe will be combed to lay out flat. The flag will be photographed on the panel.
12. Ultra-violet filtering glazing will be laid over the flag, applying a light pressure to the fabric. The entire unit will be placed in a custom-made frame with an aluminum back for support and an outer frame of aluminum with a large decorative fluted profile painted in the client's choice of color. Other frame selections will be priced upon request.
13. A final photo will be taken and a treatment report prepared.
14. The flag will be packaged in bubble wrap for transit with a professional art shipper or by the client.

CONSERVATION COSTS

Photos:	\$ 50.00
Report:	\$ 150.00
Materials:	\$ 6,775.00
Labor:	\$40,400.00 (includes step #3, deduct \$1,000 if not desired)
Subtotal:	\$47,375.00
7% WV Sales Tax:	\$ 3,316.25 (If exempt please supply Certificate of Exemption)
Total estimated cost:	\$50,691.25*

*The cost quoted in this proposal is based on an estimate of the total treatment hours. It is the policy of TPA to bill the actual time based on a rate of \$100 per hour. If the actual time will exceed the estimate the client will be notified in advance.

AVAILABLE TREATMENT TIME

The object will take approximately 20-24 weeks to complete. We are currently scheduling work for completion within 18 months of receipt of signed proposal. If there are specific time constraints please communicate this and we will try to accommodate them.

TERMS OF TEXTILE PRESERVATION ASSOCIATES INC.

1. Payment: Twenty-five percent of the cost will be invoiced and due upon receipt of the object for treatment. An additional twenty-five percent will be invoiced and due when the removal of the previous treatment is completed. The balance will be due within 30 days of completion of the work. Objects must be claimed and arrangements made for pick up/delivery to take place within thirty (30)

days after notification of completion of services. If objects are not claimed within the thirty (30) day period the Client may be required to pay to Textile Preservation Associates Inc. (hereinafter "TPA") a storage fee of \$25.00 per week. Should the Client fail to retrieve the object within ninety (90) days following completion of services; the Client agrees that TPA shall be entitled to sell the object at public or private sale after thirty (30) days written notice to Client at the Client's last known address.

2. The Client is responsible for delivery of objects to and from TPA's laboratory unless alternate arrangements have been made. Any costs for preparation for transport, or for transportation itself, are not included in the above proposal. Information on shipping services is available upon request.

3. The above proposal shall be valid for a period of thirty (30) days. If service is not contracted for within said time period, costs must be reconfirmed and a proposal fee of \$150.00 will be due. If the object is treated, the proposal fee will be credited on the final billing.

4. To reserve treatment time in TPA's work schedule this contract should be signed and returned as soon as possible. The Client will be notified when TPA is ready to receive the object if the object is not already in hand.

5. Client acknowledges that the proposal is not a guarantee of the actual price for services. The art of preserving historic textiles can be uncertain. Unforeseen circumstances do occur during the course of treatment that may require adjustments to the proposal price and, in rare cases, cessation of the project. This is especially true when a proposal is based upon photographs and information provided by the Client, rather than actual examination of the applicable object by TPA. The Client will be contacted if substantial adjustments are necessary.

6. All work will be carried out according to the standards set forth by the American Institute of Conservation in which the president of TPA maintains membership.

7. While the object is on TPA's premises, TPA insures it against loss from fire, natural disaster, and/or theft for the appraised or verifiable value, up to \$75,000, if such a value has been declared by the Client on page one of this proposal. If no value has been entered on page one of this proposal the object will not be insured and any loss will be entirely on the Client. If this object, or the sum of the value of all of the objects of the Client on TPA's premises are valued over \$75,000, additional insurance must be purchased through TPA's office. If the object is already insured by the Client, a certificate of insurance must be submitted which specifically shows coverage at TPA's location.

8. The Client expressly waives, releases and discharges TPA, its officers, employees, agents, successors, and assigns from and against any and all claims, losses, demands, actions, judgments, and damages, including but not limited to attorney's fees, resulting from the subject object being on TPA's premises and from any actions, treatments, or other measures taken by TPA with respect to the subject object except in the event of gross negligence by TPA.

9. Records, photographs, drawings, and scholarly notations taken during the course of preparation of a treatment proposal or during conservation of the object(s) shall remain the property of TPA and shall not be released except for scholarly pursuits with written notification to the client. Results of all work, one set of photos, and if applicable a copy of scale drawings, shall be included in the treatment

report to the Client and may not be used for publication in any form without written permission from TPA.

10. The Client warrants and represents to TPA as follows:

a. Client is the owner of the object or has the right to authorize TPA to perform the necessary treatments on the subject object. Performance by TPA of the treatments described herein does not and will not violate the right of privacy, or constitute the invasion or infringement of any other personal property right of any third person or entity.

b. The Client has the full right, power and authority to enter into this Agreement.

11. TPA expresses no opinion and makes no representation or warranty as to the age or authenticity of the subject object. All information discovered when initially examining the object is used for the sole purpose of ensuring effective and appropriate treatment. The Client is advised to seek the assistance of other professionals for authentication of the object.

12. A service charge of 1-1/2% per month (18% per annum), or the maximum interest rate permitted by law, whichever is lesser may be imposed on any delinquent account. TPA shall have the right to collect such service charge, even though it may not be reflected on the invoices received from TPA, and even though TPA may have accepted payments which do not include such service charge.

13. All prior understandings between the parties are merged in this Agreement, which alone fully and completely expresses the Agreement. This Agreement shall be construed under the laws of the State of Maryland, and any claims and causes of action arising under or in connection with this Agreement shall be brought before a Maryland court of competent jurisdiction.

14. In the event that any term or provision, or part thereof, of this Agreement is held to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this Agreement is subject, such term or provision, or part thereof, shall be deemed severed from this Agreement and the remaining term(s) and provision(s) shall remain unaffected thereby.

15. The Terms of Textile Preservation Associates Inc. as listed above shall be legally binding on the depositing institutions, their agents, individual depositors and any and all of their heirs, legal representatives or assigns.


Cathy L. Heffner
President

01-26-24
Date

I hereby authorize the above proposed treatment to the named object. I have read the proposal and agree to the terms and release the listed object for conservation treatment according to the treatment proposal. By my signature, I further certify that I am authorized to release the object by personal ownership or as an agent of the below listed institution.

Signature: _____ Date: _____

Institution: _____

Witness: _____ Date: _____

PERMISSION TO SAMPLE (If step #3, optional technical examination, is desired)

I understand that it is necessary in order to identify the nature of the materials used in the construction of the object, that samples of materials, less than 1 cm in length, may have to be removed from the object. Samples are taken from inside seams, the end of threads, or loose fragments. If all seams are intact, we will not deliberately open a seam or damage the object to procure a sample. The areas sampled will be noted on the technical information sheet.

I hereby authorize TPA to remove the samples necessary for identification as described above.

Signed: _____ Date: _____

Jordan, Patrick

From: Jordan, Patrick
Sent: Monday, February 5, 2024 10:20 AM
To: Jordan, Patrick
Subject: Flag-what else?

From: Shane Houghton <shoughton1951@hotmail.com>
Sent: Friday, February 2, 2024 12:50 PM
To: Jordan, Patrick <pjordan@ioniacounty.org>
Subject: Re: Flag-what else?

So far we have \$30,000.

Almost 2/3 what we need. We have plans for raising more. We will raise the rest. They said it was going to take a minimum of a year to preserve. I think we will have the rest of the money in far less time than that.

Get [Outlook for Android](#)

From: Jordan, Patrick <pjordan@ioniacounty.org>
Sent: Friday, February 2, 2024 10:42:51 AM
To: Shane Houghton <shoughton1951@hotmail.com>
Subject: RE: Flag-what else?

Shane,

I received the contract today. I need a couple things; a desired Exhibit Date or Desired Completion Date and the amount your organization has raised.

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

Title: Performance Resolution For Municipalities
Date: February 13, 2024

CONTACT: Linda Pigue, Managing Director Road Department

DESCRIPTION:

The Michigan Department of Transportation (MDOT) requires permits be issued for work within a State Highway Right of Way. This Resolution authorizes the Road Department's Managing Director and Permit Agent to apply for permits to perform work within a Trunkline Right of Way. The Resolution previously approved by the Board named specific individuals who are no longer employees. Including position titles as opposed to the names of specific individuals will eliminate the need to come back to the Board when personnel changes occur.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The resolution does not affect finances.

LEGAL REVIEW:

Not applicable.

DEADLINE:

February 13, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approve the Resolution.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ COUNTY OF IONIA

(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

MANAGING DIRECTOR

PERMIT AGENT

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____ BOARD OF COMMISSIONERS

 _____ (Name of Board, etc.)
 of the _____ COUNTY _____ of _____ IONIA

 _____ (Name of MUNICIPALITY) _____ (County)
 at a _____ REGULAR _____ meeting held on the _____ day
 of _____ A.D. _____.

Signed

Title

Print Signed Name

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

Title: Metal Culverts
Date: February 13, 2024

CONTACT: Linda Pigue, Managing Director

DESCRIPTION:

The Road Department obtained 3 quotes for 15 inch by 30 foot galvanized steel culverts and is requesting approval to acquire the product from Cadillac Culvert Inc. This acquisition should meet our needs for most, if not all, of the summer construction season.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The culverts will be placed in inventory and expensed as used and is included in the Departments' budget.

LEGAL REVIEW:

None

DEADLINE:

February 13, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board authorization to make the acquisition.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

Cadillac Culvert Inc.

Cadillac, MI 49601

Phone # 231-775-3761

Fax # 231-775-0072

www.cadillacculvert.com

Date	Quote #
2/6/2024	9707

Name / Address
IONIA CO. ROAD COMMISSION PO BOX 76 170 E. RIVERSIDE DR. IONIA, MI 48846-8609

Ship To
IONIA CO. ROAD COMMISSION PO BOX 76 170 E. RIVERSIDE DR. IONIA, MI 48846-8609

IF BUYER ELECTS TO PURCHASE ONLY A PART OF THE QUOTED MATERIAL,
CADILLAC CULVERT HAS THE RIGHT TO ADJUST PRICES ACCORDINGLY.

Terms	Rep
1% 10 Net 30	DA

Description	Cost per foot or each	Qty	U/M	Total
15" CMP 16 GA. GALV. RR X 30' DELIVERY CHARGES WILL BE INCLUDED QUOTE PRICE GOOD FOR 30 DAYS / AFTER 30 DAYS PRICING WILL NEED TO BE REQUESTED ALLOW 2-3 WEEKS FOR DELIVERY - SOONER IF NEEDED	$327.00 / 30 =$ $10.90 / Foot$	36		11,772.00
			Total	\$11,772.00

Sales Quotation

Quote To:

IONIA CO ROAD COMM
PO BOX 76

IONIA MI 48846
USA

Attn: NATE HAWLEY

Phone: 616-902-5763

Fax:

Email: nhawley@ioniacountyroads.org

Information

Quotation Number 5883
Document Date 02/01/24
Valid Until: 03/01/24

**DBE
CERTIFIED**

Payment Terms: Net 30 Days
Ship Via: St Regis Culvert

Project Name:

Item	Material/Description	Quantity	UoM	Unit Price	Amount
SP151630	15" 16 GA SPIRAL GALV 30 FT	1,080	FT	\$ 11.2000	\$ 12,096.00
36@30					
Delivery included					
Firm 30 days					
4-5 weeks ARO					
Spiral ends unless otherwise requested					

Total NITF \$ 12,096.00
Freight

Total Amount \$ 12,096.00

Quoted by:

Brian Caldwell Jr

Brian Caldwell

Sales Representative

bcaldwell@stregisculvert.com



BRIDGE AND SUPPLY COMPANY
400 Stoney Creek Dr., P.O. Box 151, Sandusky, MI 48471
(810) 648-3000, Fax: (810) 648-3549
9610 County Road 14, Wauseon, Ohio 43567
(419) 335-3200, Fax: (419) 335-3201

QUOTATION

TO:

IONIA COUNTY ROAD COMMISSION
170 E. RIVERSIDE DRIVE
P.O. BOX 76
IONIA, MI 48846

SHIP TO:

IONIA COUNTY ROAD COMMISSION
170 E. RIVERSIDE DRIVE
IONIA, MI 48846

ATTN: Nate

Quote No.	Date	Cust No	Sales Person	Job Name	Delivery	Expiration
0013030	2/1/2024	100390	TINA POZSGAY	STOCK		30 DAYS
Item	Quantity	UM	Part	Description	Price \$	Extension \$
001	1,260.00	FT	1PC2GV16GA15	15" CSP 16GA 2-2/3 GLV Pc(s): 42 Lgth: 30' 0"	11.22	14,137.20
002	40.00		1PC2PO14GA72L	72" CSP 14GA 2-2/3 POLY W/LUGS Pc(s): 1 Lgth: 40' 0" Total Weight: 13,734.00	103.22	4,128.80
Total for Quote \$						18,266.00
The above prices include delivery to the yard or job site.						
Pricing will remain firm for 30 days.						
Thank you for the opportunity to quote you on this project. We hope to be of service to you in the near future.						
Sincerely,						
Tina Pozsgay, Sales Representative Email: tinap@jensenbridge.com Mobile: 810-404-5835						

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

Title: HMA Paving Contract Extension 2024

Date: February 13, 2024

CONTACT: Linda Pigue, Managing Director

DESCRIPTION:

The Road Department received approval for a 2023 contract for HMA Paving. The contract included the option for a one-year extension. The vendor, Reith-Riley Construction Co. Inc., has agreed to a one-year extension with no price increases. The department is requesting approval for a one-year extension.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The work will be performed on and financed by millage projects or projects paid for by MDOT or townships.

LEGAL REVIEW:

Not applicable.

DEADLINE:

February 13, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request the Board approve a one-year extension of the HMA Paving Contract.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

Bid Form
Contract # 22-17 HMA Paving
Page 1 of 3

Ionia County Road Paving 2022 and 2023

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Traffic Control	18	Each	7695.-	138,510.-
Pavt for Butt Joints, Rem	1,000	Syd	7.-	7000.-
Cold Milling HMA Surface	2,000 *	Syd	1.95	3900.-
Pavt, Rem	100	Syd	17.50	1750.-
HMA Base Crushing and Shaping	16,550	Syd	2.10	34755.-
HMA, 5EL or HMA, 36A (wedging/skip paving)	500 *	Ton	112.-	56,000.-
HMA, 4EL or HMA, 3C (base course)	1,500	Ton	93.-	139,500.-
HMA, 4EL, HMA, 4C or HMA, 13A (top course)	36,500	Ton	80.25	2929,125.-
HMA Valley Gutter	500 *	Foot	1.50	750.-
HMA Spillway	2	Each	97.50	195.-
HMA Approach (driveways)	500 *	Ton	130.-	65,000.-
Approach, CI II	200	Ton	40.-	8,000.-
Shld, CI II	5,000	Ton	26.55	132,750.-
Riprap, Plain	10	Syd	85.-	850.-
Slope Restoration	5,000 *	Syd	2.65	13,250.-
Edge Trimming	3,060	Foot	0.25	765.-
Driveway, Nonreinf Conc, 6 inch	80	Syd	35.-	2,800.-
Paved Ditch, HMA	40	Syd	50.-	2000.-
Dr Structure, 24 inch dia, Leaching	4	Each	2925.-	11,700.-
Dr Structure Cover, Type G	4	Each	350.-	1,400.-

Ionia County Road Total

\$ **3,550,000.00**

* The quantity of these items is not known at this time but a unit price is being requested for potential work. Please assume the quantities shown above as a minimum amount if utilized in this contract.

Note: Additional work, at the submitted unit prices, may be requested by the ICRD at a later date.

Bid Form
Contract # 22-17 HMA Paving
Page 2 of 3

State Trunkline Paving within Ionia County

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Traffic Control	1 *	Each	15510.-	15,510.-
Cold Milling HMA Surface	1,200 *	Syd	7.-	8400.-
Pavt for Butt Joints, Rem	50 *	Syd	25.-	1250.-
HMA, 4EML	132 *	Ton	185.-	24,420.-
Corrugations, HMA	3,000 *	Foot	4.-	12,000.-
Pavt Mrkg, Waterborne, 6 Inch, White	2,640 *	Foot	.75	1980.-
Pavt Mrkg, Waterborne, 4 inch, Yellow	1,320 *	Foot	.75	990.-

State Trunkline in Ionia County Total

64,550.⁰⁰

State Trunkline Paving outside Ionia County but within the MDOT Grand Region

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Traffic Control	1 *	Each	15510.-	15510.-
Cold Milling HMA Surface	1,200 *	Syd	7.-	7.-
Pavt for Butt Joints, Rem	50 *	Syd	25.-	25.-
HMA, 4EML	132 *	Ton	185.-	185.-
Corrugations, HMA	3,000 *	Foot	4.-	4.-
Pavt Mrkg, Waterborne, 6 inch, White	2,640 *	Foot	.75	.75
Pavt Mrkg, Waterborne, 4 inch, Yellow	1,320 *	Foot	.75	.75

State Trunkline outside Ionia County but within MDOT Grand Region Total

64550.⁰⁰

*The quantity of these items is not known at this time but a unit price is being requested for potential work. Please assume the quantities shown above as a minimum amount if utilized in this contract.

Note: Additional work, at the submitted unit prices, may be requested by the ICRD at a later date.

Ionia County projects, MDOT projects within Ionia County and MDOT projects outside Ionia County may all be awarded separately in the best interest of the Ionia County Road Department and MDOT.



Ionia County Animal Care & Control Quarterly Report

Carly Quinn – Director

3853 Sparrow Drive, Ionia MI 48846

2023 was an extremely busy year for the Animal Shelter & Animal Control. We hit a record high for animal intake. We took in 1,614 animals. 586 dogs and 974 cats, as well as 54 other various animals ranging from Rats and Sugar Gliders to Chickens and Ducks, to even a 9-foot Boa Constrictor.

We had a 400 animal increase this year compared to 2022. We had 874 adoptions in 2023. 296 dogs and 578 cats. 136 animals were returned to their owners. Unfortunately, 45% of the stray dogs taken in were unclaimed. 239 animals were transferred to other shelters and rescues.

I closed out our 2023 MDARD spay/neuter grant of \$5,000 and reapplied for another MDARD grant for 2024. Thankfully, we were chosen to receive another \$5,000 spay/neuter grant for 2024. We were one of twenty-two shelters that were chosen to receive a grant. 66 other Michigan shelters had applied.

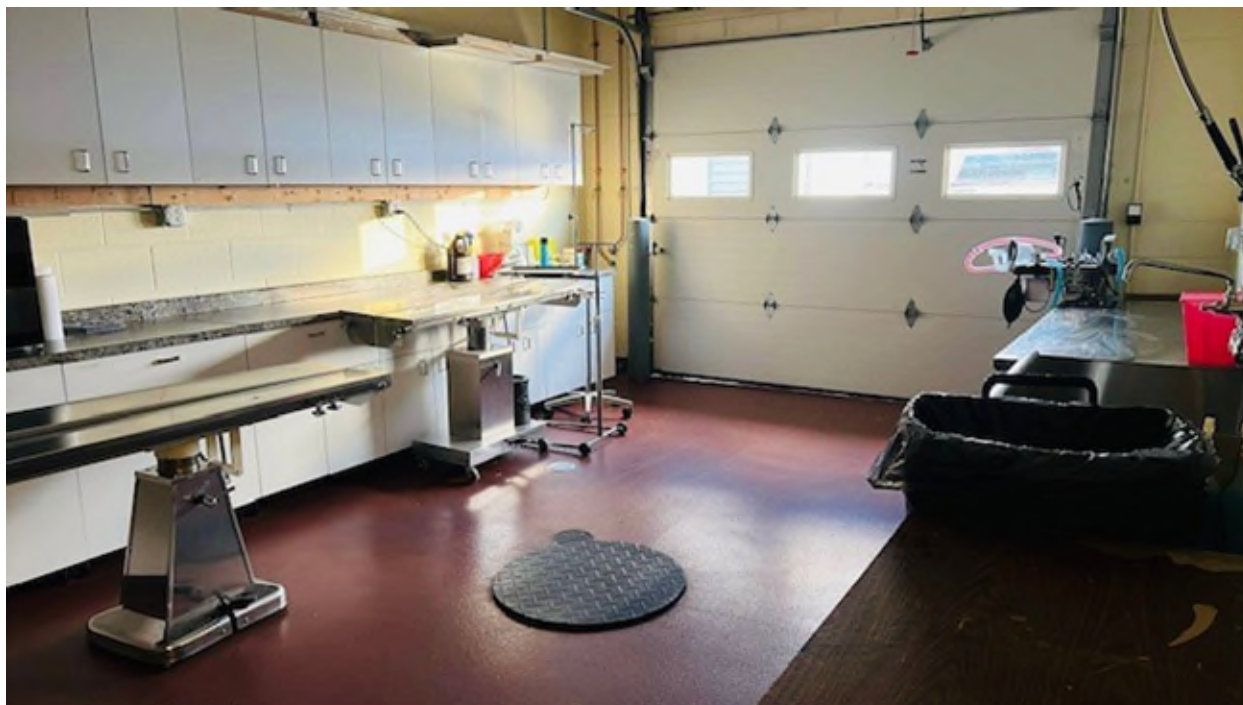
I also closed out our \$10,000 public dog neuter grant and \$20,000 surgical suite/storage garage grant through Two Seven Oh. Both of which are now fully functional! Our public dog neuter grant was a huge success as we had a great turnout and public response. We were able to neuter 134 dogs for the public right at the shelter. We were able to hold 35 public spay/neuter clinics at the shelter. We currently are hosting 1 clinic per week, but Dr. Amy and I plan to start hosting 2 clinics per week starting this month.

We have participated in 3 Empty The Shelters events through Bissell Pet Foundation. We adopted out 152 animals during the July event, 86 animals during the October event, and 82 animals during the December event. A total of 320 animals were adopted!

Animal Control has had a busy year with 579 complaints. We also handled 214 animal bites, including bat exposures. We currently have one animal neglect case that is scheduled for jury trial on February 9th. We also received two external bulletproof vests.

The MDARD team was out at the shelter last week with a videographer to do an expose on our shelter and the new clinic. This will be featured on their website in a collaborative video to promote contributing to the Animal Welfare Fund.

We will also be featured in the local Cats & Dogs magazine this month!



Surgical Suite.



Public Clinic Day lineup.

Ionia County Health Department

To: Ionia County Board of Commissioners
From: Chad Shaw, BBA
CC: Greg Geiger, Patrick Jordan, Jamie Elliott
Date: November & December 2023, January 2024
Re: Agency Report for February 13, 2024 Board of Health meeting

Noteworthy Items, Updates, Accomplishments:

COMMUNITY HEALTH-

In November 2023 the following substance abuse prevention and community Health activities/events took place

- Facilitated a total of five (5) SMART Recovery virtual meetings.
- Facilitated five (5) Teen Intervene sessions.
- Submitted monthly State Opioid Response reports.
- Completed the Too Good for Drugs program for Belding 3rd and 5th grade students. (total of 10 classrooms, 230 students)
- Char Hemminger met with Mike Tobias from the Michigan Coalition to Reduce Underage Drinking (MCRUD) and will continue attending meetings to maintain involvement.
- Conducted an in-person presentation at the B-Safe Drivers Training Class with new teen drivers on the dangers of drinking and driving, and texting while driving.
- Met with Saranac Youth Advisory Council students to discuss substance use prevention events/activities for Saranac Jr/Sr High School student body.
- Distributed 5 Naloxone/Narcan Kits.
- Facilitated Ionia County Substance Abuse Advisory Board meeting (have two open spots on Advisory Board).
- Facilitated Ionia County Substance Abuse Coalition Workgroup meeting.

In December 2023 the following substance abuse prevention and community Health activities/events took place

- Facilitated four (4) SMART Recovery virtual meetings.
- Facilitated three (3) Teen Intervene sessions.
- Submitted monthly State Opioid Response reports.
- Conducted Interviews for the Drug-Free Communities Grant Coordinator position.
- Attended Building Protective Factors Using Social Development Strategy webinar.
- Presented Too Good for Drugs 6th grade curriculum at the Soaring Above Teen Center.
- Hired Matthew VanCamp for the position of Drug-Free Communities Grant Coordinator.
- Conducted an in-person presentation at the B-Safe Drivers Training Class with new teen drivers on the dangers of drinking and driving, and texting while driving.
- Met with Saranac Youth Advisory Council students to discuss substance use prevention events/activities for Saranac Jr/Sr High School student body.
- Distributed 5 Naloxone/Narcan Kits.

- Attended Substance Use Disorder Oversight Policy Board meeting (Sub-Committee of Mid-State Health Network).
- Assembled and delivered 99 Vendor Education Packets to Ionia County retailers selling tobacco and alcohol products.

In January 2024 the following substance abuse prevention and community Health activities/events took place

- Matthew VanCamp started as the Drug-Free Communities Grant Coordinator
- Facilitated five (5) SMART Recovery virtual meetings.
- Facilitated six (6) Teen Intervene sessions.
- Submitted monthly State Opioid Response reports.
- Distributed 5 Naloxone/Narcan Kits.
- Facilitated Ionia County Substance Abuse Advisory Board meeting, welcomed new members to the board and elected Chair and Vice Chairperson.
- Facilitated Ionia County Substance Abuse Coalition Workgroup meeting.
- Attended the Michigan Department of Health and Human Service meeting on SYNAR, the regulation to reduce illegal sale of tobacco products to individuals under the age of 21.
- Attended the E-Cigarette Workgroup meeting, received resources for helping area youth quit tobacco products.
- Attended Michigan Coalitions to Reduce Underage Drinking virtual meeting.
- Attended the webinar Parents Against Vaping.
- Attended the Designated Youth Tobacco Use Representative webinar hosted by Mid-State Health Network.

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 (Jan this year).
- **WIC:**
 - As of Aug 1st, we are back to 100% in-person WIC visits.
 - We finished another good "Project Fresh" and got lots of client's good fruits and vegetables from the local farm markets.
 - Our dietician and I attended the Annual WIC Coordinator's Conf in Bay City in Oct.
 - We have hired a new Breastfeeding Peer Counselor, Haley, who started in Aug. She has received all her training and has begun seeing clients.
 - WIC staff continue to work hard to get children caught up on Blood Lead testing (See Lead Testing & NCM below).
 - Staffing shuffle and hired new Program Tech Samantha Tran for doing Lead and Lab
 - State WIC updated the WIC computer program – working well.
- **Maternal Infant Health Program (MIHP):**
 - Our providers are doing mostly in-home visits – are allowed to have 40% telehealth visits across all providers. We currently are doing about 5-10% telehealth.
 - 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 finished on Dec 31st. We await the State to look at the findings and determine possible increases for services and reimbursement for home visiting 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. One other option we are exploring is to start taking some Barry-Eaton Co. clients as they have had a loss of MIHP providers.
- We lost nurse Danna Spedoske in our program as she has moved on to McLaren Greater Lansing as of Jan 5th. This will put the Barry-Eaton expansion on hold until another RN can be hired.
 - 1RN (.37 FTE) and 1 SW (.7 FTE) are currently covering ~45 client caseload

- **Children's Special Healthcare Services (CSHCS):**

- CSHCS finished FY23 with the highest billing that we have had in more than the last 10 years. Staff worked very hard trying to get all 330 clients their annual CSHCS Plan of Care visits that have really been missed during the pandemic and have been able to see or talk with almost all of them.
- The State has increased the service age from 21 to 26 years old.
- State Base CSHCS funding will be increasing slightly, by about \$10,000.
- We received another CSHCS Vaccine Initiative grant- to help increase vaccine rates for CSHCS children, make immunization more accessible.
 - Possible "Sensory Room" in our Immunization clinic for children with sensory issues to make getting immunizations easier on children and parents.
- Danna also worked in this program. We are already feeling her loss. We are actively trying to get the position filled ASAP to decrease the impact. She was the only RN in this program.

- **Hearing and Vision:**

- Our tech, April Doezeema, has been actively working in all 6 school districts to try to catch up on screenings throughout the school year.
- She is actively planning for a busy kindergarten Roundup season this Spring.
- She does H&V testing in schools and at ICHD by appt. She has resumed in-school screenings since the start of the school year.
- Looking at getting some new equipment with a slight increase in funding from the State.

- **Communicable Diseases / COVID:**

- We have scaled back our COVID work - slightly lower-case numbers (still around 100-200/month). We still call High-risk patients and send out text surveys to all positive cases.
- We have not had to lose staff yet, but some staff have been moved to other programs/duties. Tori Nethercott, RN has been moved to our Lead program.
 - COVID funding set to expire in Sept 2024
- Clinic hours for STD testing remain by appointment. STD rates remain high - Our CD staff are actively working out new ways to promote this service and reach out to the community.
 - We are working on ways to get or offer PrEP services/medications to clients that request them.

- We continue to work through cases of Salmonella, Giardia, Influenza, Hepatitis, and various other illnesses. We have seen an increase in Ticks and Tick-borne illnesses.
 - Staff continue to assist PCPs in Ionia Co. with managing TB & LTBI cases as well as working with our Medical Director and providing these services for clients without PCPs or insurance.
 - We are looking at entering a State pilot for Rapid testing for Chlamydia, Gonorrhea, and Syphilis – more to follow.
 - Also received a one-time increase in State funding – possible purchase of new equipment, testing capabilities, and supplies.
- **Lead Testing & Nurse Case Management (NCM):**
 - Nurse Case Management for children with elevated Blood Lead levels (eBLL) was delayed by the State from Nov to Jan, and now to later in Feb.
 - We have 3 nurses who have been trained to do home visits for this case management.
 - It has been a Medicaid requirement to test the eBLL of all 1 & 2 yr olds on Medicaid. We incorporated that into our WIC clinic and that has worked well. State guidance allows us to test any Medicaid child under age 6 that hasn't been tested catching up post-pandemic.
 - In Oct 2022, the CDC guidance for acceptable BLL was lowered from 5 down to 3.5 mg/dl. This has increased the number of children we see with eBLL and therefore qualifying for NCM.
 - Previously, we did not have an NCM program for Lead. This is a new program for us. We are notified weekly by The State, of all eBLL in Ionia Co., not just the ones we test at ICHD.
 - All capillary results of 3.5 mg/dl are then referred to a lab/hospital for confirmatory venous (blood draw) sample. If result is still > 3.5 mg/dl, the child qualifies for NCM up to 6 home visits as/if needed. Home visits are billable - insurance is billed; if there is no insurance, the State will pay.
 - Nurses will assist families with follow-up blood testing, perform a house inspection and evaluate child's exposure, and provide resources to family if remediation of the home is needed.
 - As of Oct 3, 2023, the State passed legislation to make it now required to test ALL 1 & 2 yr olds, regardless of insurance. This has the potential to exponentially increase our caseload, both in the office for Lead testing, and for NCM of eBLL. We will look to expand our services as needed as per our guidance.
 - This may expand our Lead testing in-house as well, to capture some non-Medicaid children that may not be tested at their Dr. offices. More to follow around June 2024
 - We look forward to starting the NCM home visits by the end of Feb.
- **Immunization Clinic:**
 - With the moving of staff, we have been able to open our clinic now on Mondays as of Nov 13th. Now M - Th as walk-in hours or appt. 830a-330p.
 - Brittni Brummette, RN was able to get training from the State to work with our County VFC (Vaccines For Children) providers. And she was able to get in to all 7 VFC offices for evaluation and compliance.

- We are continuing working on plans to increase our Children's vaccination rates for regular, required vaccinations. The 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% - 65.8% - 65.9% - 66.8%) • Ionia County (71.3% - 70.1% - 70% - 71.1%) (MDHHS - County Immunization Report Card Sep 30, 2023 (michigan.gov) (Healthy People 2020 & 2030 goal is 80%).
- Our focus will shift more to working with other County providers to help increase our % up to over 75% for routine vaccinations (Goal for Maternal Child Health grant).
- Vaccine waivers for FY 23 were down to 166 for school-aged children (from 193 FY 22- required to provide- no reimbursement). So, our education efforts are starting to pay off.
- **Oral Health:**
 - We re-started our Fluoride Varnish on April 1, 2022. This service is available to any child aged 6 mo-6 yrs., for up to 4 treatments/year. There are 3 staff trained. We are getting 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. Oct 2022-Mar 2023, we had **25** children. Apr 2023-Sept 2023, we had **67** children.
 - Nov 2023, the State passed Senate Bill 280, making Kindergarten Oral Health Assessments required for all children starting Kindergarten. Jan 2024 – Sept 2024, we are starting to plan the ICHD Oral Health program with a planning grant from the State. We will begin doing these assessments in the Fall of the 2024-25 school year. It is a mandated service for the 2025-26 school year.
 - We are in the beginning stages of a partnership with MCDC to offer that service as we will not be able to provide it on our own.
 - Requires hiring a dental Hygienist – hence the partnership with MCDC.
 - Plan to incorporate in the Kindergarten Roundups along with Hearing & Vision screenings.
- **School Nurse:** We were pleased that our funding through the Michigan Community Rural Health Grant was extended, however, at the end of Jan we lost our nurse, Karah Kornoely, when she took another job in Grand Rapids. After discussion with the Saranac Superintendent, we are posting that position again to attempt to fill and utilize the next 17 months of the grant if possible. We were never able to fill the Belding position previously (was posted for 1 year).
- **Car Seat Technicians (CPST):** We had 2 nurses, Brittni Brummette and Danna Spedoske that were trained and certified as Child Passenger Safety Technicians (CPST). We get our car seats through a partnership with Sparrow Ionia Hospital. Since Oct 1, 2022, we have seen 36 families, educated them about car seat safety, demonstrated proper installation, and provided new, appropriate, and safe car seats. We look to expand services and possibly even do car seat safety events in the next FY24. Will see if can get another staff trained – after loss of Danna. Brittni still doing visits by appointment.

As of Sept 1st, we changed our hours to M-F 8am-4pm and continuing the 1st & 3rd Wed every month as 10am-6pm. That seems to be going well. We have removed remote work schedules for employees but have offered them compressed schedules if they wish to allow for greater work-home flexibility & balance. We are dealing with some

staffing issues and hope to get all posted positions filled ASAP. As usual, staff have really stepped up and are filling in where needed and adjusting as indicated to facilitate continued services for our clients.

Thank You,

Aimee Feehan BSN, RN
Personal Health Director

ENVIRONMENTAL HEALTH-

- Attended EGLE Annual Radon Partner Training in Gaylord MI
- Attended "What Can Source Water Do For You" training
- Attended MDARD Plan Review training in St. Johns MI
- Worked on Commercial vacant land evaluation for new commercial construction
- Attended the Great Lakes Virtual PFAS Summit
- Type 2 Public Water Supply fiscal year audit with EGLE, passed/met all program requirements
- Completed the scanning project for final inspections
- Completed Blood Borne Pathogens training
- Attended MI Onsite Wastewater Conference
- Attended MDARD Food Law & Michigan Modified FDA Food Code training
- Participated in Food Safety webinar
- Worked with school on lead issues/water samples for potable water supply to obtain current compliance
- Sampled Ionia County owned water wells
- Started the annual level 2 assessments inspections on type 2 public water supplies
- Public Health investigation on a Meth lab bust by CMET
- Collected 67 water samples

PUBLIC HEALTH PREPAREDNESS (PHP) – Alexis Jones, BS

This quarter I have completed many deliverables for the workplan from the State. One item consisted of completing a three-year Integrated Preparedness Plan in which I mapped out plans for training and exercises for ICHD staff. Another deliverable was an assessment of the health department's ability to meet our emergency-related capabilities at the fullest extent and figure out where we experience gaps in order to further plan training and exercise needs. Additionally, I have been putting together an emergency preparedness flipchart that will go in various areas around the building so ICHD staff has easy access to our plans. Finally, I have continued to collaborate with partners in Region 6 on Whole Community Inclusion initiatives and other preparedness activities in order to equip the community with more resources to prepare for emergencies.

Action items for November 2023, December 2023, and January 2024 Board of Commissioners' meeting:

- 1) Request approval of agency Payroll and Accounts Payable for the month of November 2023 in the amount of \$ 168,525.59
- 2) Request approval of agency Payroll and Accounts Payable for the month of December 2023 in the amount of \$ 124,573.78
- 3) Request approval of agency Payroll and Accounts Payable for the month of January 2024 in the amount of \$ 258,328.65

Attachments:

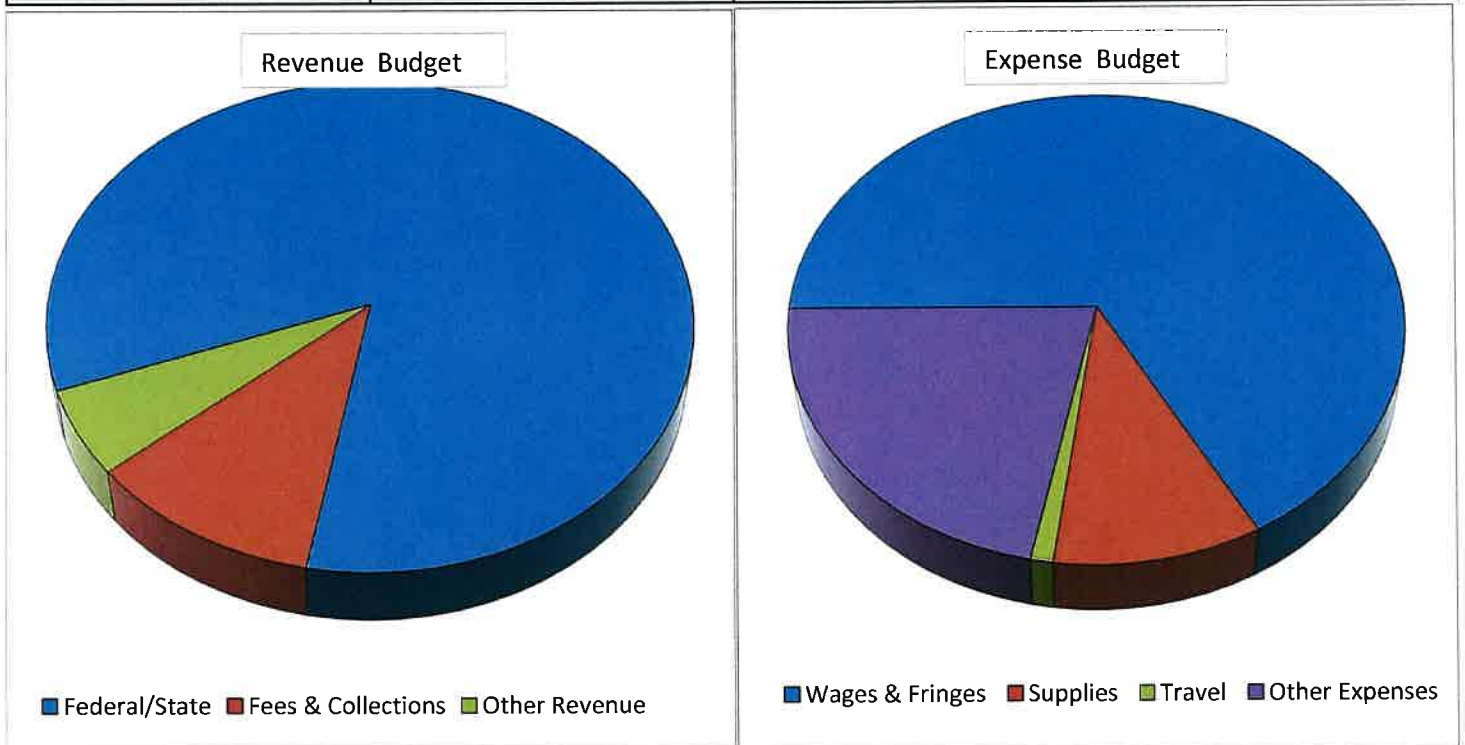
- 1) Synopsis Agency Financials 2024 YTD
- 2) Agency Trending Payable and Payroll
- 3) Agency Key Indicators 2023
- 4) Agency Key Indicators 2024
- 5) Press Release "Free Radon Test Kits Available" (Jan 3, 2024)

FINANCIAL STATUS REPORT
Ionia County Health Department

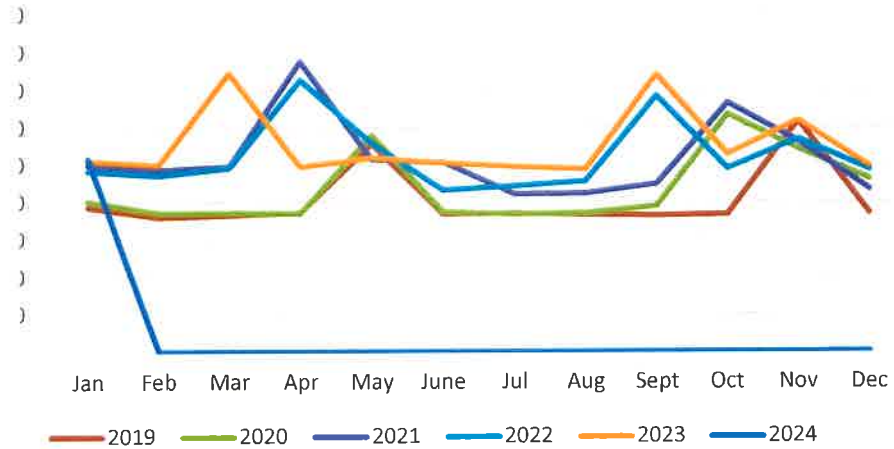
January 2024		Period 1/1/2024 to 12/31/2024	
REVENUE CATEGORY	Budget	REVENUES YEAR-TO-DATE	PERCENT OF BUDGET
Federal/State	2,439,204	202,004	8.3%
Fees & Collections	318,286	16,820	5.3%
Other Revenue	163,000		0.0%
TOTAL FUNDING	2,920,490	218,824	7.5%

EXPENDITURE CATEGORY	Budget	EXPENDITURES YEAR-TO-DATE	PERCENT OF BUDGET
Wages & Fringes	2,088,461	93,378	4.5%
Supplies	313,677	4,594	1.5%
Travel	33,518	-	0.0%
Other Expenses	678,605	4,494	0.7%
TOTAL EXPENDITURES	3,114,261	102,466	3.3%

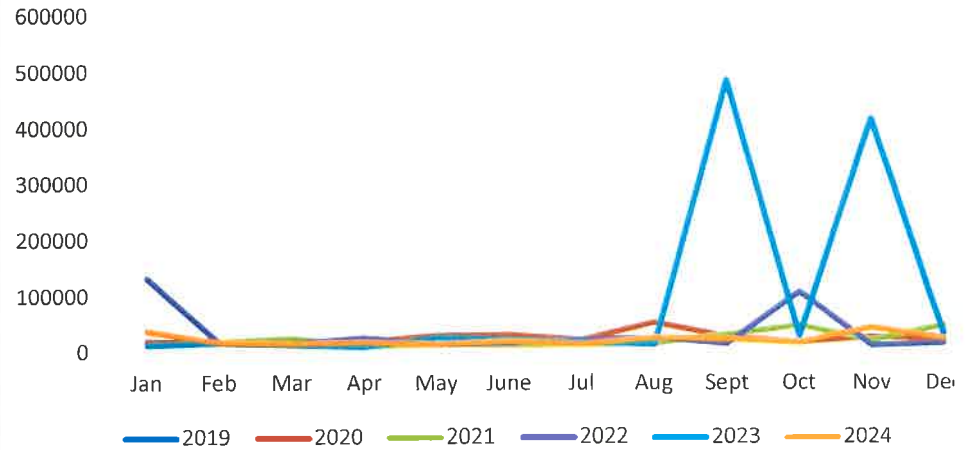
Management	2.00	0.23	11.5%
Support	10.01	1.03	10.3%
Professional	15.50	1.69	10.9%
Total FTE's	27.51	2.95	10.7%



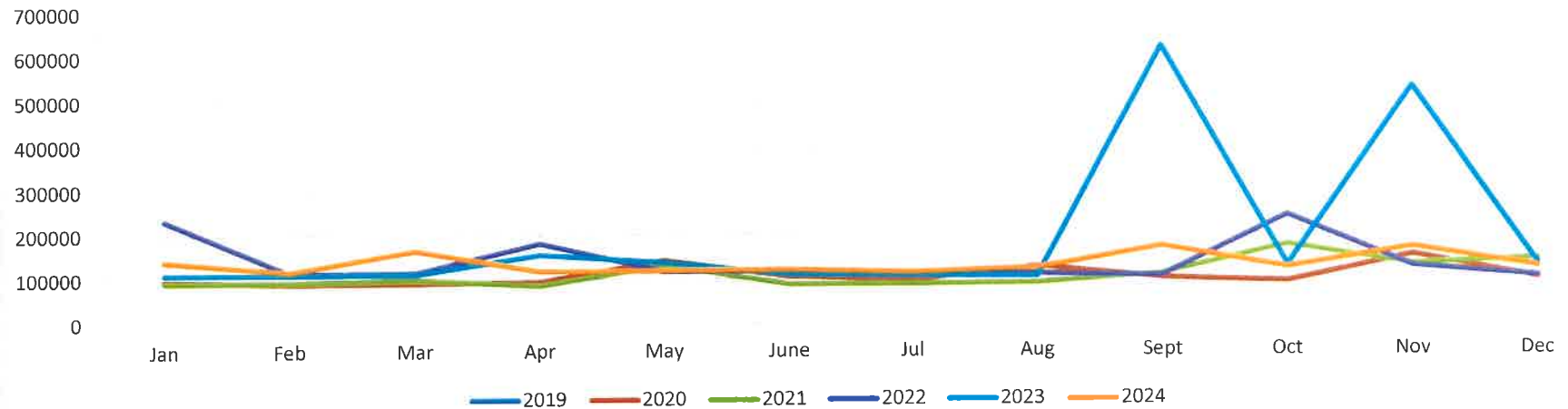
Payroll



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.	November-23	December-23	Total 2022	YTD 2023
PERSONAL HEALTH				
Hearing	626	415	2567	3106
Vision	705	840	3899	4548
WIC*	1213	1216	*1217	*1213
Animal Bites	14	11	208	214
CD Cases (includes STD)	49	19	631	562
Immunizations (includes Flu)	243	96	1268	1604
COVID Vaccine (includes 2nd doses/booster)	51	19	841	137
Maternal Infant Health Program Home Visits	40	31	0	485
Active Lead Cases**	26	26	116	310
ENVIRONMENTAL HEALTH				
Complaints Received (ALL)	5	5	51	65
Complaints Closed (ALL)	5	2	46	51
Food Complaint Investigations	0	0	13	11
Routine Food Inspections	29	13	241	246
Plans Received	2	0	13	7
Temporary Food Inspections	1	0	44	71
DHS Inspections	1	2	25	26
Campgrounds-Fixed	0	0	9	11
Campgrounds-Temporary	0	0	3	6
Swimming Pool Inspections	0	0	11	13
Loan Evaluations	0	0	16	5
Radon Test Kits	6	1	86	64
Septic Permits Issued	6	8	127	138
Septic Permits Finals	13	18	133	123
Land Evaluations	12	5	92	135
Septage Inspections (Site/Truck)	0	0	1	2
Water Samples Taken	18	17	229	220
Well Permits Issued	11	13	142	184
Well Permits Final	8	14	82	84
Sanitary Survey	0	0	34	19
Campground Inspection (All)	0	0	12	17
Methamphetamine Investigations	0	0	0	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

2024 Public Health Activities

All numbers are based on count as of date this report is completed. Some numbers may change.			
	January-24	Total 2023	YTD 2024
PERSONAL HEALTH			
Hearing	757	3106	757
Vision	484	4548	484
WIC*	N/A	*1213	N/A
Animal Bites	16	214	16
CD Cases (includes STD)	65	562	65
Immunizations (includes Flu)	138	1604	138
COVID Vaccine (includes 2nd doses/booster)	10	137	10
Maternal Infant Health Program Home Visits	38	485	38
Active Lead Cases**	21	310	21
ENVIRONMENTAL HEALTH			
Complaints Received (ALL)	3	65	3
Complaints Closed (ALL)	1	51	1
Food Complaint Investigations	0	11	0
Routine Food Inspections	30	246	30
Plans Received	0	7	0
Temporary Food Inspections	1	71	1
DHS Inspections	1	26	1
Campgrounds-Fixed	0	11	0
Campgrounds-Temporary	0	6	0
Swimming Pool Inspections	0	13	0
Loan Evaluations	0	5	0
Radon Test Kits	19	64	19
Septic Permits Issued	10	138	10
Septic Permits Finals	4	123	4
Land Evaluations	6	135	6
Septage Inspections (Site/Truck)	0	2	0
Water Samples Taken	32	220	32
Well Permits Issued	8	184	8
Well Permits Final	7	84	7
Sanitary Survey	5	19	5
Campground Inspection (All)	0	17	0
Methamphetamine Investigations	1	0	1

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
January 3, 2024**

**Contact: Chad Shaw
616-527-5341**

Free Radon Test Kits Available

Ionia – The Ionia County Health Department will be giving away FREE short-term radon test-kits throughout the month of January in return for the donation of a non-perishable food item. This is in observance of National Radon Action Month.

Radon is a colorless, odorless, radioactive gas found naturally in the environment. Radon is the leading cause of lung cancer in nonsmokers, and the second leading cause of lung cancer overall. Radon gas is released from rock or soil and may seep into homes through the foundation, cracks in floors and walls, or gaps around service pipes. A high level of radon in your home increases your risk of exposure to radiation which increases your risk for lung cancer.

The Ionia County Health Department recommends that all homes be tested. Testing your home is the only way to know if you and your family are at risk from radon since there are no warning signs or symptoms of exposure. The United States Environmental Protection Agency estimates that 1 out of 15 homes in the US have elevated radon levels.

Please join us in marking Radon Action Month by sharing this information. Radon-related lung cancer is preventable, and together we can reduce the risk. Contact the Ionia County Health Department at 616-527-5341 with any questions.

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

Prevent Disease; Prolong Life; Protect the Environment!

