

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
JUNE 10, 2025 – 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 the Community Corrections Advisory Board
 - Haleigh Leslie
 - B. Appointment to the Economic Development Corporation/Brownfield Redevelopment Authority
 - Haleigh Leslie
 - C. Reappointment to Substance Use Disorder Oversight Policy Board
 - Charlean Hemminger, three year term
 - Margery Briggs, three year term
 - D. Resolution to Adopt Hazard Mitigation Plan – Sgt. Fredrick Straubel
 - E. Request the Approval of Mutual Aid Agreement with Region 6- Sgt. Fredrick Straubel
 - F. Approval of Act 51 Annual Reimbursement of Engineer cost – Linda Pigue
 - G. MDOT Resolution for contract 25-5271 Hawley Hwy. -Linda Pigue
 - H. MDOT Resolution for contract 25-5302 Keefer Hwy – Linda Pigue
 - I. Road Department Reallocation-Road Supervisors and Fleet Supervisor- Linda Pigue
 - J. Request approval to pay 911 Phone Service Agreement – Lance Langdon

K. Approval of the 2026 Budget Calendar -Chad Shaw

IX. Department Reports

A.

X. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. Board of Commissioners
- C. County Administrator

XI. Reports of Special or Ad Hoc Committees

XII. Public Comment (3-minute time limit per speaker)

XIII. Closed Session

A. NONE

XIV. Adjournment

Board and/or Commission Vacancies

- **Community Corrections Advisory Board-Ionia Community Mental Health Representative**

Appointments for consideration in the month of June 2025:

- NONE

Appointments for consideration in the month of July 2025:

- NONE



IONIA COUNTY BOARD OF COMMISSIONERS

Jack Shattuck, Chairman

May 27, 2025, 3:00 p.m.
Minutes

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

Members Absent: County Commissioner Larry Tiejema,

Others Present: County Administrator Chad Shaw, County Clerk Greg Geiger.

I. Call to Order

Shattuck called the meeting to order at 3:00 pm.

II. Pledge of Allegiance

Shattuck led the Pledge of Allegiance.

III. Invocation

Hodges led the invocation.

IV. Approval of Agenda

Board discussed agenda, added item regarding County L-4029.

Motion to Approve Agenda as Amended

Moved by Frewen

Supported by Kelley

Motion carried by voice vote

V. Public Comment (Three-minute time limit per-speaker – please state name/organization)

Hesche commented on the monthly cost of the HealthBar Clinic.

VI. Action on Consent Calendar

Board approved the consent calendar by unanimous consent after corrections.

VII. Unfinished Business

No unfinished business.



IONIA COUNTY BOARD OF COMMISSIONERS

Jack Shattuck, Chairman

VIII. New Business

Board discussed agreement between Ionia County Sheriff's Office and Ionia Township. Sheriff Noll presented the agreement and recommended approval.

Motion to Approve Agreement

Moved by Wirtz

Supported by Hodges

Motion carried by voice vote

Board discussed request to reinstate Deputy Sheriff's position. Sheriff Noll presented the request and recommended approval.

Motion to Reinstate Position

Moved by Hodges

Supported by Frewen

Motion carried by voice vote

Board discussed request for approval of Materials Management Grant. Conservation District Director Melissa Eldrige presented the grant and recommended approval

Motion to Approve Grant

Moved by Kelley

Supported by Frewen

Motion carried by voice vote

Board discussed approval of bid from Central Michigan Excavating LLC for construction of compactor cement base. Conservation District Director Melissa Eldrige presented the bid and recommended acceptance.

Motion to Accept Bid

Moved by Kelley

Supported by Frewen

Motion carried by voice vote

Hodges Dissented

Hesche Dissented



IONIA COUNTY BOARD OF COMMISSIONERS

Jack Shattuck, Chairman

Board discussed resolution to approve the Fiscal Year 2025 Ionia County Community Corrections Grant. Circuit Court Administrator Selina Schmidt presented the grant and recommended approval

Motion to Approve Grant

Moved by Wirtz

Supported by Frewen

Motion carried by roll call vote

Yes – Hodges, Wirtz, Hesche, Kelley, Shattuck, Frewen

No –

Board discussed agreement between the Ionia County Health Department and Aetna Better Health. Shaw presented the agreement and recommended approval.

Motion to Approve Agreement

Moved by Wirtz

Supported by Hodges

Motion carried by voice vote

Board discussed approval of budget amendment for the Ionia County Health Department. Shaw presented the amendment and recommended approval.

Motion to Approve Amendment

Moved by Kelley

Supported by Frewen

Motion carried by voice vote

Board discussed appointment of Haleigh Leslie as Director of the Health Department and the Local Health Officer. Shaw presented the appointment and recommended approval.

Motion to Appoint Haleigh Leslie as Director of the Health Department and the Local Health Officer

Moved by Hodges

Supported by Kelley

Motion carried by voice vote

Board discussed approval of Ionia County L-4029. Equalization Director Anthony Meyaard presented the L-4029 and recommended approval.

Motion to Approve L-4029

Moved by Frewen

Supported by Kelley

Motion carried by voice vote



IONIA COUNTY BOARD OF COMMISSIONERS

Jack Shattuck, Chairman

- IX. Department Reports
Board reviewed the written and oral report from the Public Defender's Office
Board reviewed the written and oral report from the Commission on Aging.
- X. Reports of Officers, Boards, and Standing Committees
Wirtz commented on community corrections.
Frewen commented on ICEA, Road Department, and Finance Committee.
Kelley commented on Eight-Cap and federal funding.
Shaw commented on civil war flag, and new Finance Director.
- XI. Reports of Special or Ad Hoc Committees
No reports of special or ad hoc committees.
- XII. Public Comment (3-minute time limit per speaker)
Shane Houghton commented on the civil war flag.
- XIII. Closed Session
No Closed Session.
- XIV. Adjournment
Board discussed adjournment.
Motion to Adjourn
Moved by Hodges
Supported by Frewen
Motion carried by voice vote

Jack Shattuck, Chairman

Greg Geiger, County Clerk

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

Title: HAZARD MITIGATION RESOLUTION

Date: 6-10-2025

CONTACT: SGT. FREDRICK D STRAUBEL

DESCRIPTION: IONIA COUNTY HAZARD MITIGATION PLAN

**OTHER DEPARTMENTS/AGENCIES AFFECTED: IONIA COUNTY AND MUNICIPALITIES/
TOWNSHIPS WITHIN IONIA COUNTY**

FINANCIAL ANALYSIS:0

LEGAL REVIEW: HAS BEEN REVIEWED BY BOTH STATE AND FEMA

DEADLINE: 6-16-2025

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION): RESOLUTION TO
ADOPT IONIA COUNTY HAZARD MITIGATION PLAN**

**ADMINISTRATOR'S RECOMMENDATION: County Administrator Recommends Approval of
this request.**



Ionia County Board of Commissioners

Courthouse, 101 West Main Street, Ionia, MI 48846

616.527.5300 Fax: 616.527.5380

IONIA COUNTY

MICHIGAN

RESOLUTION NO.

A RESOLUTION OF THE COUNTY OF IONIA ADOPTING THE

HAZARD MITIGATION PLAN, June 10, 2025

WHEREAS the Ionia County Board of Commissioners recognizes the threat that natural hazards pose to people and property within Ionia County; and

WHEREAS the County of Ionia has prepared a multi-hazard mitigation plan, hereby known as Ionia County Hazard Mitigation Plan, 2025 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS Ionia County Hazard Mitigation Plan, 2025 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Ionia County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Ionia County Board of Commissioners demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Ionia County Hazard Mitigation Plan, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY OF IONIA, MICHIGAN, THAT: the Ionia County Board of Commissioners adopts the Ionia County Hazard Mitigation Plan, 2025.

ADOPTED by a vote of__ in favor and ____against, and ____ abstaining, this____day of _____,
_____.

By: _____

Jack Shattuck, Chairperson

ATTEST:

By: _____

Greg Geiger, County Clerk

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

Title: REGION 6 MUTUAL AID AGREEMENT

Date: 6-10-2025

CONTACT: SGT. FREDRICK D STRAUBEL

DESCRIPTION: MUTUAL AID AGREEMENT WITH REGION 6

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:0

LEGAL REVIEW:

HAS BEEN REVIEWED BY KENT COUNTY ATTORNEY'S

DEADLINE:

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION): SIGN AND ADOPT THE
MUTUAL AID AGREEMENT WITH REGION 6**

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

SIXTH DISTRICT- REGIONAL

MUTUAL AID AGREEMENT

PREAMBLE

Each county, municipality, township, federally recognized tribal nation, public college or university, and public or private sector agency that executes this Mutual Aid Agreement (“Party” or collectively “the Parties”) agrees to be bound by its terms and its conditions in view of the following facts:

WHEREAS, the Michigan Emergency Management Act, MCL 30.401 *et seq.*, and specifically MCL 30.410(2), permits municipalities and counties to enter into mutual aid or reciprocal aid agreements or compacts with other counties, municipalities, public agencies, private sector agencies, federally recognized tribal nations, or all these entities; and, this Mutual Aid Agreement (“Agreement”) is tailored specifically for the following counties, Clare, Ionia, Isabella, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, the City of Grand Rapids and the Saginaw Chippewa Indian Tribe.

WHEREAS, the State of Michigan and each of its political subdivisions must confront the threats to public health and safety posed by possible terrorist attacks involving chemical, biological, nuclear, radiological, incendiary, or explosive weapons; and,

WHEREAS, the State of Michigan and each of its political subdivisions continue to face threats to public health and safety from both man-made and natural emergencies and disasters, including, but not limited to: fires, floods, snow storms, ice storms, tornadoes, wind storms, wave action, oil spills, water contamination, utility failures, hazardous peacetime radiological incidents, major transportation accidents, hazardous materials incidents, epidemics, air contamination, blight, drought, infestation, explosions, hostile military or paramilitary actions, riots, or civil disorders capable of causing severe damage to property and danger to life, and,

WHEREAS, neither the State of Michigan nor any of its individual political subdivisions possesses all the necessary resources to cope with every possible emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of the state and its political subdivisions; and,

WHEREAS, the Parties to this Agreement have determined that it is in their collective best interests to develop and implement comprehensive preparedness plans and conduct joint exercises prior to a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster, which are consistent with grant related agreements and purchased equipment and,

WHEREAS, the Michigan Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the State and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: GENERAL IMPLEMENTATION PROCEDURES

When a Party becomes affected by, or is under imminent threat of, an emergency, disaster or other serious threat to public health and safety, an authorized representative of that entity may invoke this Agreement by communicating a request for assistance by any practical means to another Party to this Agreement. Verbal requests shall be confirmed in writing within twenty-four (24) hours of the original request. Requests for assistance under this Agreement shall be limited to emergencies, disasters or other serious threats to public health and safety. Assistance pursuant to this Agreement shall not be requested by any Party unless the requesting Party anticipates that the resources under its jurisdiction or control or available through other mutual aid or reciprocal aid compacts or agreements will be exhausted, inadequate, or overwhelmed in response to the threat or event for which assistance has been requested.

A. Other Mutual Aid Agreements

The Parties must, when faced with an emergency, disaster, or other serious threat to public health and safety, invoke other mutual aid or reciprocal aid compacts or agreements before, during, or after invoking this Agreement. Neither participation in nor requests for assistance under this Agreement shall preclude, supersede, or negate the activation or the fulfillment of the terms of any other mutual aid or reciprocal aid compact or agreement.

B. No Signatory Liability

No Party shall be responsible for costs associated with a request for emergency assistance pursuant to this Agreement except as provided in Articles II and III of this Agreement. Further, nothing in this Agreement shall constitute either an obligation of future appropriations or a pledge of a Party's credit to this Agreement.

C. Required Information

Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the emergency, disaster, or serious threat to health and/or public safety prompting the request, and outlining the community priorities;
2. Identification of the emergency service function(s) for which assistance is needed (e.g. fire service, law enforcement, emergency medical services, transportation, search and rescue, communications, public works, engineering, building inspection, planning and information assistance, mass care, resource support, public health, etc.);
3. The amount and type of personnel, equipment, materials, and supplies needed with a reasonable estimate of the length of time that each will be needed;
4. A proposed time and place for representatives of both the requesting and assisting Parties to coordinate their activities and resources.

D. Duty to Assess Availability of Resources and Render Assistance

When contacted by another Party to this Agreement with a request for assistance, the authorized representative(s) of any Party receiving the request shall assess its own situation to determine what personnel, equipment, and other appropriate resources are

reasonably available. Each Party receiving a request shall render all reasonably available assistance when requested under this Agreement to the fullest extent possible and as expeditiously as possible.

A Party may withhold, decline, or refuse to provide any or all requested assistance if such compliance would unreasonably jeopardize public health and safety, security, or emergency response capabilities in its own jurisdiction. In such a case, an authorized representative of the Party which has withheld or refused to provide requested assistance shall immediately notify the requesting Party that assistance is not reasonably available, which shall be confirmed in writing to the requesting Party within ten (10) days.

An authorized representative of a Party that agrees to provide assistance upon request shall immediately communicate that assent and the information set forth below, to the extent known, to the requesting Party by any means practicable.

1. A complete description of the personnel, equipment, and other resources to be furnished to the requesting Party;
2. The estimated length of time that each of the personnel, equipment, and other resources will be available;
3. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated supervisory personnel; and
5. The estimated time when each type of the assistance to be provided will arrive at the location designated by the requesting Party.

E. Supervision and Control

The personnel, equipment, and resources of any assisting Party shall be under the operational control of the incident commander from the time of arrival at the designated location for staging or response. Designated supervisory personnel of an assisting Party shall retain direct supervision and control of their own personnel, equipment, and other resources. The incident commander shall assign work tasks to the supervisory personnel of an assisting Party, who shall in turn assign work tasks and establish work schedules for their own personnel. Personnel supervisors reserve the unequivocal right to immediately terminate involvement as an assisting Party under this agreement if any working conditions are deemed unsafe or unsatisfactory.

Supervisory personnel of an assisting Party shall:

1. maintain daily personnel time records, material records and a log of equipment hours;
2. be responsible for the operation and maintenance of the equipment and other resources they have furnished; and,
3. report work progress to the incident commander through appropriate channels.

When providers that require medical control supervision render pre-hospital emergency medical care outside of their region pursuant to a request for assistance, they will operate under the authority of their own existing Medical Control Authority.

F. Food, Housing & Self-Sufficiency

Unless a written agreement provides otherwise, the Party requesting assistance is ultimately responsible for providing safe and adequate food, water, and shelter for personnel provided by another Party responding to a request for assistance. The Parties also expect that responding personnel will be self-sufficient regarding food, water, and shelter to the greatest extent possible in light of the circumstances requiring a request for assistance.

G. Communications

Absent specific instructions or agreements to the contrary, the requesting Party shall have the ultimate responsibility for coordinating communications among the personnel of the requesting and assisting Parties. However, personnel, units, teams, or task forces from an assisting Party should be prepared to bring or obtain sufficient equipment for their own operations and communications needs.

H. Written Acknowledgement

Assisting Parties shall respond to requests for assistance under this Agreement by providing written acknowledgement to the requesting Party as soon as practicable in light of the scope of the request and the circumstances requiring a request for assistance.

ARTICLE II: REIMBURSEMENT

In all cases, a Party receiving assistance shall be responsible for the costs incurred by any assisting Party rendering aid under this Agreement.

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise mutually agreed upon in writing by the requesting and assisting Parties.

Nothing in this Agreement precludes a Party from requesting state and/or federal assistance, and/or the issuance of a local, gubernatorial, or presidential declaration of emergency or disaster.

A. Personnel

During the period of assistance, each assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, contracts and regulations. The requesting Party shall reimburse each assisting Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP).

B. Equipment

The requesting Party is obligated to reimburse each assisting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or, in the absence of local or state rates, the then applicable Schedule of Equipment Rates published by the Federal Emergency Management Agency (FEMA). For those instances in which costs are reimbursed by FEMA, the eligible direct costs shall be determined in accordance with 44 Code of Federal Regulations (CFR) 206.228.

Each assisting Party shall pay for all repairs to its own equipment as deemed necessary by

its on-site supervisor(s) to maintain the equipment in safe operating condition. If practical, the requesting Party may, upon request, provide fuel, miscellaneous supplies, and minor repairs to assisting Parties. The total equipment charges invoiced to the requesting Party for reimbursement shall be reduced by the total value of fuel, supplies, and repairs furnished by the requesting Party, as well as by the amount of any insurance proceeds covering the damaged assets received by the assisting Party as the result of covered losses from the event.

C. Materials and Supplies

The requesting Party shall reimburse each assisting Party for all materials and supplies furnished by it and exhausted or irreparably damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor, and supplies, which shall be included in the equipment rate established above, unless the exhaustion of resources or irreparable damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness by the assisting Party or its agents or employees. All personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the response. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. As an alternative, the Parties may agree that the requesting Party will replace exhausted or irreparably damaged materials and supplies with like kind and quality as acceptable to the assisting Party.

D. Record Keeping

Each assisting Party shall maintain records and submit invoices for reimbursement by the requesting Party using the format used or required by FEMA publications, including 44 CFR Part 13, and applicable Office of Management and Budget (OMB) Circulars. Finance staff from the requesting Party shall provide each assisting Party with necessary information, directions and assistance for proper record keeping.

E. Payment

Unless otherwise mutually agreed upon in writing by the requesting and assisting Parties, each assisting Party shall bill the requesting Party for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The requesting Party shall pay the invoice, or notify the billing Party of any disputed items, as soon as practical. These time limits may be modified by mutual agreement before, during, or after the request for assistance has been made.

ARTICLE III: ARBITRATION OF DISPUTES REGARDING REIMBURSEMENT

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved in the following manner:

1. The Party asserting noncompliance shall serve written notice to the other Party or Parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance. Representatives of both Parties shall meet within thirty (30) days of the service of the notice in an effort to resolve the dispute.

In the event the controversy or claim is not resolved to the satisfaction of both Parties within ninety (90) days after service of the notice set forth in Section 1, either Party may request

that the controversy or claim be resolved through arbitration. Any arbitration under this provision shall be conducted under the commercial arbitration rules of the American Arbitration Association.

2. All Parties shall bear their own costs of arbitration and attorney fees.
3. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either Party.

ARTICLE IV: INSURANCE

Each requesting and assisting Party operating under this Agreement shall bear the risk of its own actions as it would with normal, day-to-day operations, and determine for itself what kinds and amounts of insurance it should carry. The amount of reimbursement from any requesting Party, or from any authorized state or federal disaster relief funds, shall be reduced by the amount of any insurance proceeds covering the damaged assets that the requesting or assisting Party collects as a result of losses experienced in rendering assistance pursuant to this Agreement.

ARTICLE V: LIABILITY

The provisions of the Michigan Emergency Management Act MCL 30.401 *et seq.*, the Governmental Tort Liability Act, MCL 691.1401 *et seq.*, and MCL 691.1501 through 691.1507, shall apply to this Agreement and the Parties to it when the personnel, equipment, or other resources of any Party respond as an assisting Party and provide emergency assistance pursuant to this Agreement, including but not limited to MCL 30.411 as it applies for purposes of tort liability, immunity, privileges, and rights of individuals involved in emergency response activities.

For purposes of the Worker's Disability Compensation Act of 1969, MCL 418.101 *et seq.*, the Parties agree that the personnel of an assisting Party are not "employees" of the requesting Party and that assisting Parties remain responsible for their own employees for purposes of the Worker's Disability Compensation Act of 1969, to the extent required by that law. The Parties also agree that payments made pursuant to the Worker's Disability Compensation Act of 1969 based on injuries sustained during emergency or disaster response activities are not reimbursable costs for purposes of Articles II and III of this Agreement.

ARTICLE VI: LENGTH OF TIME FOR ACTIVATION

A request for assistance made by a Party shall be terminated at the time the requesting Party determines that the threat or harm has subsided, or outside resources and assistance are no longer needed. Assistance by a responding Party may be terminated at any time by a responding Party if the responding Party determines that the resources, personnel, and equipment provided to the requesting Party are no longer necessary or required to respond to an emergency, disaster, or serious threat to public health or safety within its own jurisdiction. This must be completed in writing within forty-eight (48) hours, detailing the facts as outlined above. Otherwise, a responding Party's obligation to provide assistance shall end seven (7) days after the request is accepted by the responding Party unless the Parties agree to renew or extend the obligation for a period of time beyond the initial seven (7) days.

ARTICLE VII: TERM OF AGREEMENT AND PROCESS FOR WITHDRAWAL

This Agreement shall be in effect for each Party unless terminated by written notice to all other Parties provided not less than thirty (30) days before a request for assistance has been made to the withdrawing Party. Notice of termination or withdrawal from this Agreement shall be made in

writing and shall be served personally or by registered mail upon the chief executive official of each of the other Parties. Termination or withdrawal shall not be effective until thirty (30) days after all other Parties have received written notice. The termination or withdrawal from the Agreement shall apply only to the Party that has tendered the required notice; this Agreement shall otherwise remain in full force and effect as to all other Parties.

ARTICLE VIII: IMPLEMENTATION

This Agreement shall become operative immediately upon its execution by any two eligible entities. It shall become effective for each successive signatory upon its execution by that county, municipality, township, federally recognized tribal nation, public college or university, and public or private sector agency, with no other actions required of any of the other Parties.

ARTICLE IX: SEVERABILITY AND EFFECT ON OTHER AGREEMENTS

Should a court of competent jurisdiction rule any portion, section, or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection. All remaining portions and sections of this Agreement not invalidated or nullified by a court ruling shall remain in full force and effect.

This Agreement shall not be construed to make any other agreement, arrangement or contract, other than this Agreement itself, binding on any Party to this Agreement.

ARTICLE X: AMENDMENTS AND REVISIONS

Except as otherwise specified within this Agreement, notice of any amendment or revision of this Agreement must be made in writing to all Parties, and shall only take effect if every Party to this Agreement agrees, in writing, to the proposed amendment or revision of this Agreement. Any amendment or revision agreed to by the Parties shall become effective on the date the amendment or revision is signed by all Parties.

Nothing in this section shall be construed to prevent or restrict a Party from making bilateral or multilateral agreements with another Party or Parties regarding matters where such agreements are specifically authorized or contemplated by pertinent sections of this Agreement.

IN WITNESS WHEREOF, the Parties set forth below have duly executed this Agreement on the date set forth below:

For Jurisdiction of _____

Signatures

Chief Elected Official - Chairman, Board of Commissioners Date _____

County Clerk Official - Date _____

Emergency Management Director - Date _____

6th District Regional Board Chair - Date _____

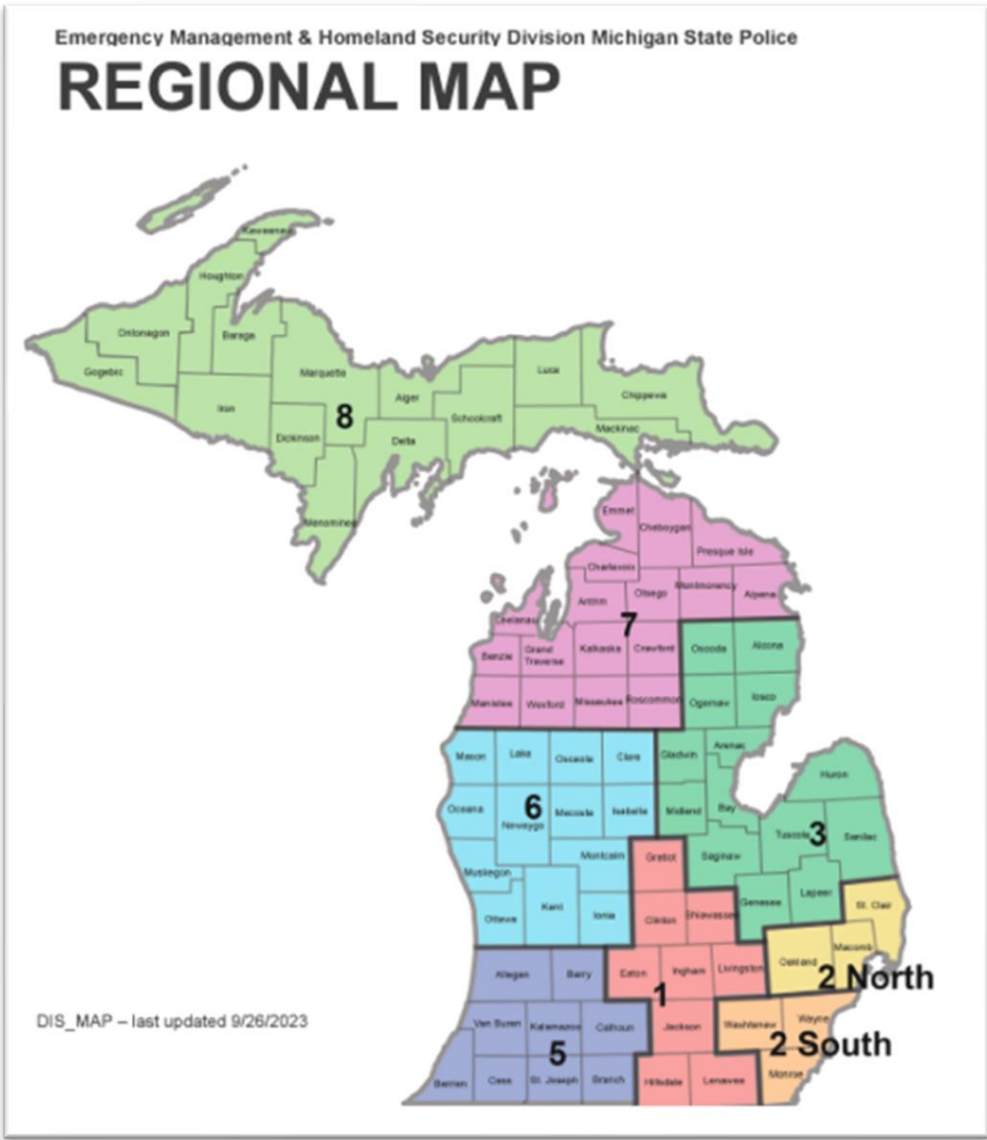
Original Copies:

1 - Local Jurisdiction

1 - Local Emergency Management Program

1 – 6th District – Regional Board

6th District – Regional Map



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

Title: Act 51 Annual Reimbursement of Engineer Cost
Date: June 10, 2025

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

Act 51 provides for an annual \$10,000 reimbursement of an engineer's cost. To process reimbursement, MDOT requires Form 2044, Engineering Reimbursement, be signed by the Board of Commissioners' Chairman and two members.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

Applying for the Act 51 Engineering reimbursement will allow us to collect \$10,000 which was included in the Department's 2025 budget.

LEGAL REVIEW:

N/A

DEADLINE:

June 10, 2025

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request authorization for the chairman and two board members to sign MDOT form 2044, Engineering Reimbursement.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

Pigue, Linda

From: Elliott, Jami
Sent: Monday, May 12, 2025 5:43 PM
To: Pigue, Linda; Shaw, Chad
Cc: Adam Frost; Sydney Sheaks
Subject: FW: Form 2044 Engineering Reimbursement 2025
Attachments: 2025 Engineering Reimbursement.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

I am not sure if this is information I need to pass on but here it is just in case

Jami Elliott

"Shoot for the moon and if you miss you'll be among the stars."-Les Brown

Ionia County Administrative Assistant
101 W. Main St
Ionia Mi 48846
616-527-5300 or 616-900-9139
Jelliott@ioniacounty.org

From: MDOT-Outreach <MDOT-Outreach@michigan.gov>
Sent: Monday, May 12, 2025 12:23 PM
To: Loomis, Laura (MDOT) <LoomisL2@michigan.gov>; Allen, Brenda (MDOT) <AllenB2@michigan.gov>
Cc: Chang, Jingjing (MDOT) <ChangJ2@michigan.gov>
Subject: Form 2044 Engineering Reimbursement 2025

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear County Road Agencies:

Engineering Reimbursement

Michigan Department of Transportation Form 2044 is available at the link below, for the limited reimbursement of engineering costs during the period of July 1, 2024, through June 30, 2025. This information is required by P.A. 51 of 1951, as amended. Failure to submit this information will result in no reimbursement being made.

[ENGINEERING REIMBURSEMENT \(state.mi.us\)](https://state.mi.us/ENGINEERING-REIMBURSEMENT)

Please scan and email the completed form, a copy of the engineer's professional license with current expiration date, and any required supporting data to the MDOT-Outreach@michigan.gov by **June 30, 2025**, to receive this payment in August. Late, incomplete, and unsigned forms will forfeit the payment.

Michigan Department
of Transportation
2044 (05/2025)

*This information is required by Act 51, P.A. 1951 as amended.
Failure to submit this information will result in no reimbursement being made for Engineering.*

This report is subject to review by the Michigan Department of Transportation and correction by the submitting agency before final acceptance by the Michigan Department of Transportation.

do hereby request reimbursement in the amount of \$ 10,000 (not to exceed \$10,000.00)

Sec. 12(2) of Act 51, as amended.

We further state that if we do not have a licensed professional engineer in our employ, copies of billings are enclosed with the completed form to justify the payment.

E-MAIL TO: MDOT-Outreach@Michigan.gov

InvoiceENGINEERS
SURVEYORS
PLANNERS
ARCHITECTSREMIT PAYMENT TO:
230 S. Washington Avenue
Saginaw, MI 48607
Phone (989) 754-4717
Fax (989) 754-4440LINDA FIGUE
IONIA COUNTY ROAD DEPARTMENT
170 EAST RIVERSIDE DRIVE
PO BOX 76
IONIA, MI 48846December 18, 2024
Invoice No: 234434**Amount Due This Invoice** **\$22,579.20**

Project Manager CHRISTOPHER BRIGGS

PROJECT 137313SG2024 IONIA COUNTY ROAD DEPARTMENT
As Needed Engineering Serviceslpigue@ioniacountyyroads.org
rdaccountspayable@ioniacountyyroads.org**Professional Services Rendered through Period November 23, 2024**

PHASE	DESIGN	AS-NEEDED DESIGN SERVICES
Sub-Task	00KING	KINGSTON RD GUARDRAIL

497-406-801.000 worktype 000130

Professional Charges

	Hours	Rate	Amount
Construction Manager II BRIGGS, CHRISTOPHER	2.00	194.09	388.18
Construction Services Tech II ROBERTS, JACOB	15.50	116.45	1,804.98
Project Assistant II VALESANO, KRISTA	.75	91.75	68.81
Project Engineer II SULLIVAN, RYAN	2.25	144.68	325.53
Senior Project Manager I NIEDERQUELL, MICHAEL	1.50	229.38	344.07
Totals	22.00		2,931.57
Phase Total			2,931.57

Sub-Total

\$2,931.57

Sub-Task	218312	218312 Hawley Hwy C&S - Centerline to Potters
Professional Charges		

467-407-801.000 worktype 000201

	Hours	Rate	Amount
Design Engineer I EVERITT, GARRETT	8.25	112.04	924.33
Project Assistant II VALESANO, KRISTA	.50	91.75	45.88

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

Project	137313SG2024	IONIA COUNTY ROAD DEPARTMENT	Invoice	236637
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Senior Project Manager I							
NIEDERQUELL, MICHAEL		1.25	247.02		308.78		459-414-251430 ✓
Totals		11.25			1,752.56		
Phase Total						1,752.56	
				Sub-Total		\$1,752.56	✓

Sub-Task	223153	223153 LONG LAKE, KEEFER HWY CHIPSEAL					
Professional Charges							474-403-250030 ✓
			Hours	Rate	Amount		
Project Engineer II							
SULLIVAN, RYAN		.50	153.51		76.76		
Senior Project Manager I							
NIEDERQUELL, MICHAEL		.25	247.02		61.76		
Totals		.75			138.52		
Phase Total						138.52	
				Sub-Total		\$138.52	✓

Sub-Task	ROADDE	ROAD DESIGN_MGN					
Professional Charges							514-254-801 ✓
			Hours	Rate	Amount		
Design Engineer I							
EVERITT, GARRETT		5.00	116.45		582.25		
Project Engineer II							
SULLIVAN, RYAN		4.50	153.51		690.80		
Senior Project Manager I							
NIEDERQUELL, MICHAEL		.50	247.02		123.51		
Totals		10.00			1,396.56		
Phase Total						1,396.56	
				Sub-Total		\$1,396.56	✓
				Sub-Total		\$13,596.31	

PHASE	ENG	ENGINEERING ASSISTANCE					
Sub-Task	000ENG	ENGINEERING ASSISTANCE					514-254-801 ✓

Professional Charges							
			Hours	Rate	Amount		
Senior Construction Project Manager I							
BRIGGS, CHRISTOPHER		43.50	201.01		8,743.94		
Senior Project Manager I							
NIEDERQUELL, MICHAEL		.25	247.02		61.76		
Totals		43.75			8,805.70		
Phase Total						8,805.70	
				Sub-Total		\$8,805.70	✓

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

OK
CW

514- 254- 80100

Invoice



ENGINEERS
SURVEYORS
PLANNERS
ARCHITECTS

REMIT PAYMENT TO:
230 S. Washington Avenue
Saginaw, MI 48607
Phone (989) 754-4717
Fax (989) 754-4440

LINDA PIGUE
IONIA COUNTY ROAD DEPARTMENT
170 EAST RIVERSIDE DRIVE
PO BOX 76
IONIA, MI 48846

November 18, 2024

Invoice No: 233685

Amount Due This Invoice \$1,956.78

Project Manager CHRISTOPHER BRIGGS

PROJECT 137313SG2024 IONIA COUNTY ROAD DEPARTMENT
SCRC Dixie Hwy at Burt Rd Intersection Widening

Professional Services Rendered through Period October 26, 2024

PHASE ENG ENGINEERING ASSISTANCE

Professional Charges

Construction Manager II
BRIGGS, CHRISTOPHER

Hours	Rate	Amount
5.00	194.09	970.45

Project Assistant II
VALESANO, KRISTA

.75	91.75	68.81
-----	-------	-------

Senior Project Manager I
NIEDERQUELL, MICHAEL

4.00	229.38	917.52
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Totals	9.75	1,956.78
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Phase Total		1,956.78
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Sub-Total	\$1,956.78
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TOTAL DUE THIS INVOICE	\$1,956.78
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Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

Project 137313SG2024 IONIA COUNTY ROAD DEPARTMENT Invoice 235638

Sub-Task 00KING KINGSTON RD GUARDRAIL_MGN

Professional Charges

Senior Construction Project Manager I
BRIGGS, CHRISTOPHER

Hours	Rate	Amount
5.00	201.01	1,005.05
Totals 5.00		1,005.05

514-254-8

Totals

Phase Total

1,005.05

Sub-Total

\$1,005.05

Sub-Task 00STRU STR 4057 - BELL RD.

Professional Charges

Project Assistant II
VALESANO, KRISTA

Hours	Rate	Amount
.25	98.81	24.70
Totals .25		24.70

490-002655

Totals

Phase Total

24.70

Sub-Total

\$24.70

Sub-Task 0GRANT M-66 TAP Grant Assistance_MGN

Professional Charges

Senior Project Manager I
NIEDERQUELL, MICHAEL

Hours	Rate	Amount
7.00	247.02	1,729.14
Totals 7.00		1,729.14

514-254-801

Totals

Phase Total

1,729.14

Sub-Total

\$1,729.14

Sub-Task 218312 218312 HAWLEY HWY C&S_MGN

Professional Charges

Design Engineer I
EVERITT, GARRETT
Project Engineer II
SULLIVAN, RYAN
Senior Project Manager I
NIEDERQUELL, MICHAEL
Technician III
PFENNINGER, KATHERINE

Hours	Rate	Amount
10.00	116.45	1,164.50
14.25	153.51	2,187.52
5.75	247.02	1,420.37
7.75	96.16	745.24
Totals 37.75		5,517.63

459-407-250730

Totals

Phase Total

5,517.63

Sub-Total

\$5,517.63

Sub-Task 222161 222161 GRAND RIVER OVERLAY_MGN

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

Discount Net Amount
 1/16/25 Cody 10:45 AM

Invoice



ENGINEERS
SURVEYORS
PLANNERS
ARCHITECTS

REMIT PAYMENT TO:
 230 S. Washington Avenue
 Saginaw, MI 48607
 Phone (989) 754-4717
 Fax (989) 754-4440

January 16, 2025

Invoice No: 235037

Amount Due This Invoice **\$21,621.49**

Project Manager CHRISTOPHER BRIGGS

LINDA FIGUE
 IONIA COUNTY ROAD DEPARTMENT
 170 EAST RIVERSIDE DRIVE
 PO BOX 76
 IONIA, MI 48846

PROJECT 137313SG2024
 As Needed Engineering Services

lfigue@ioniacountyroads.org
 rdaccountspayable@ioniacountyroads.org

IONIA COUNTY ROAD DEPARTMENT

Professional Services Rendered through Period December 28, 2024

PHASE DESIGN AS-NEEDED DESIGN SERVICES
 Sub-Task 00KING KINGSTON RD GUARDRAIL

Professional Charges

Construction Manager II
 BRIGGS, CHRISTOPHER
 Project Assistant II
 VALESANO, KRISTA
 Project Engineer II
 SULLIVAN, RYAN
 Senior Project Manager I
 NIEDERQUELL, MICHAEL
 Totals
 Phase Total

Hours	Rate	Amount
2.50	194.09	485.23
3.25	91.75	298.19
.25	144.68	36.17
.25	229.38	57.35
6.25		876.94

489-106-130-801
 404

Sub-Total **876.94**
\$876.94

b-Task 218312 218312 Hawley Hwy C&S - Centerline to Potters
 Professional Charges

Construction Manager II
 BRIGGS, CHRISTOPHER
 Construction Services Tech II
 ROBERTS, JACOB
 Design Engineer I
 EVERITT, GARRETT
 EVERITT, GARRETT

Hours	Rate	Amount
1.50	194.09	291.14
4.50	116.45	524.03
14.75	112.04	1,652.59
1.00	116.45	116.45

Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

137313SG2024 IONIA COUNTY ROAD DEPARTMENT Invoice 235037

PHASE ENG ENGINEERING ASSISTANCE
Professional Charges

	Hours	Rate	Amount
Construction Manager II			
BRIGGS, CHRISTOPHER	58.50	194.09	11,354.27
Construction Services Tech II			
ROBERTS, JACOB	4.50	116.45	524.03
Senior Project Manager I			
KATHRENS, RICHARD	1.00	232.91	232.91
NIEDERQUELL, MICHAEL	6.50	229.38	1,490.97
Totals	70.50		13,602.18
Phase Total			13,602.18
Sub-Total			\$13,602.18
TOTAL DUE THIS INVOICE			<u>\$21,621.49</u>

516-254-801000

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Michigan Department
of Transportation
2044 (05/2025)

ENGINEERING REIMBURSEMENT

This information is required by Act 51, P.A. 1951 as amended.

Failure to submit this information will result in no reimbursement being made for Engineering.

This report is subject to review by the Michigan Department of Transportation and correction by the submitting agency before final acceptance by the Michigan Department of Transportation.

We, the Board of County Road Commissioners of _____ County,

do hereby request reimbursement in the amount of _____ (not to exceed \$10,000.00)

for payments made during the period of July 1, 2024, through June 30, 2025 to licensed professional engineers employed or retained by this Commission, in accordance with the following:

Sec. 12(2) of Act 51, as amended.

"Each county road commission shall be reimbursed in an amount up to \$10,000.00 per year for the sum paid to a licensed professional engineer employed or retained by the county road commission in the previous year. The sum shall be returned to each county road commission certified by the state transportation department as complying with this subsection regarding the employment of an engineer."

We further state that if we do not have a licensed professional engineer in our employ, copies of billings are enclosed with the completed form to justify the payment.

NAME OF ENGINEER(S)		REGISTRATION NUMBER	
Christopher Briggs, PE		62013 13800	
CHAIRMAN		DATE	
MEMBER	DATE	MEMBER	DATE
ATTEST			
CLERK		DATE	

E-MAIL TO: MDOT-Outreach@Michigan.gov

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

6201313800APP24

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

CHRISTOPHER BRIGGS

LICENSE NO.	EXPIRATION DATE
6201313800	05/08/2026 24129110554

CHRISTOPHER BRIGGS
3984 PINOT DR. SW
WYOMING, MI 49418

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED
AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY
COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

GRETCHEN WHITHER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

CHRISTOPHER BRIGGS

LICENSE NO.
6201313800

EXPIRATION DATE
05/08/2026

24129110554

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

6201313800APP24

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

CHRISTOPHER BRIGGS

LICENSE NO.	EXPIRATION DATE
6201313800	05/08/2026 24129110554

CHRISTOPHER BRIGGS
3984 PINOT DR. SW
WYOMING, MI 49418

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED
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LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
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ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

GRETCHEN WHITNER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

CHRISTOPHER BRIGGS

LICENSE NO.
6201313800

EXPIRATION DATE
05/08/2026

24129110554

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

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

Title: Resolution Approving and Authorizing Signing MDOT Contract 25-5271 Hawley
Highway

Date: June 10, 2025

CONTACT: Linda Pigue, Managing Director

DESCRIPTION: The Michigan Department of Transportation (MDOT) has approved the use of Federal Highway Surface Transportation Program (STP) funds for a project on Hawley Highway between Centerline Road and Rickert Road. MDOT has provided a contract and is requesting a certified Board Resolution which includes the contract number, 25-5271, and the name of the officials authorized to sign the contract.

OTHER DEPARTMENTS/AGENCIES AFFECTED: None

FINANCIAL ANALYSIS: The Department's budget includes funds to cover its portion of project costs.

LEGAL REVIEW: Not applicable.

DEADLINE: June 10, 2025.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION): Request the Board adopt the Resolution approving contract 25-5271 and authorizing Jack Shattuck, Board Chairman and Chad Shaw, County Administrator to sign contract 25-5271.

ADMINISTRATOR'S RECOMMENDATION: The Administrator recommends the Board adopt the Resolution and authorize signing of the contract.

RESOLUTION

MDOT Contract 25-5271

Crush, Shape & Resurface Hawley Hwy

WHEREAS, It has been determined that crushing, shaping, and resurfacing Hawley Highway between Centerline Road and Rickert Road would improve the highway.

WHEREAS, Road Department staff applied to the Michigan Department of Transportation (MDOT) for said project and

WHEREAS, MDOT has accepted the application and now wishes to enter into contract 25-5271 with Ionia County and the Board has considered contract 25-5271.

NOW, THEREFORE, BE IT RESOLVED that the Ionia County Board of Commissioners wishes to enter into contract 25-5271 and authorizes Jack Shattuck, Board Chairman and Chad Shaw, County Administrator to sign contract 25-5271.

Signature: _____

Title: _____

Date: _____ +

Pigue, Linda

From: MDOT-eAgreements <MDOT-eAgreements@michigan.gov>
Sent: Wednesday, May 28, 2025 1:03 PM
To: Pigue, Linda; Clerk
Subject: MDOT Agreement 25-5271 for Review and Approval
Attachments: 218312_25-5271.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

RE: Contract Number: 25-5271
Control Section: STL 34000
Job Number: 218312CON
Location: Hawley Highway

Attached is the subject agreement between your organization and the Michigan Department of Transportation (MDOT).

1. **Prepare a certified resolution approved by your board, commission, or council. The resolution should include:**
 - The Contract Number 25-5271
 - The name of official(s) authorized to sign the contract.
2. **Email MDOT-eAgreements@Michigan.gov within 30 days from the date of this e-mail notification. Your email needs to include the following:**
 - The certified resolution
 - The names and email addresses of the officials authorized to sign the agreement.

The agreement will then be sent to official(s) authorized to sign through the State of Michigan eSignature system. Execution of the attached agreement is condition for award of the construction contract. Failure to execute in a timely manner may jeopardize the construction contract award.

The officials authorized to sign will be notified through the State of Michigan eSignature system when the agreement is executed and available to download.

Attachment

Thank you,
Lynnette Firman

STP

DA

Control Section	STL 34000
Job Number	218312CON
Project	25A0605
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5271

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the COUNTY OF IONIA, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Ionia County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 13, 2025, attached hereto and made a part hereof:

Hot mix asphalt base crushing, shaping and resurfacing along Hawley Highway from Centerline Road to Rickert Road, including stump removal, shoulder trenching, aggregate base and shoulder, underdrain and permanent pavement markings; and altogether with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

09/06/90 STP.FOR 5/13/25

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

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

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

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

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

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

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

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

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

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

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the
09/06/90 STP.FOR 5/13/25

PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 80 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

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

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

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

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

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

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

09/06/90 STP.FOR 5/13/25

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

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

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents

09/06/90 STP.FOR 5/13/25

shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

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

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

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

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

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

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

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

09/06/90 STP.FOR 5/13/25

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

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

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

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

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

COUNTY OF IONIA

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



09/06/90 STP.FOR 5/13/25

May 13, 2025

EXHIBIT I

CONTROL SECTION	STL 34000
JOB NUMBER	218312CON
PROJECT	25A0605

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$785,600
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$785,600
Less Federal Funds	<u>\$628,480</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$157,120

NO DEPOSIT

09/06/90 STP.FOR 5/13/25

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

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

Title: Resolution Approving and Authorizing Signing MDOT Contract 25-5302 Keefer
Highway

Date: June 10, 2025

CONTACT: Linda Pigue, Managing Director

DESCRIPTION: The Michigan Department of Transportation (MDOT) has approved the use of Federal Highway Surface Transportation Program (STP) funds for a project on Keefer Highway between Eaton Highway and Emery Road. MDOT has provided a contract and is requesting a certified Board Resolution which includes the contract number, 25-5302, and the name of the officials authorized to sign the contract.

OTHER DEPARTMENTS/AGENCIES AFFECTED: None

FINANCIAL ANALYSIS: The Department's budget includes funds to cover its portion of project costs.

LEGAL REVIEW: Not applicable.

DEADLINE: June 10, 2025.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION): Request the Board adopt the Resolution approving contract 25-5302 and authorizing Jack Shattuck, Board Chairman and Chad Shaw, County Administrator to sign contract 25-5302.

ADMINISTRATOR'S RECOMMENDATION: The Administrator recommends the Board adopt the Resolution and authorize signing of the contract.

RESOLUTION

MDOT Contract 25-5302

Chip Seal, Fog Seal, & Pavement Marking Keefer Hwy

WHEREAS, It has been determined that chip sealing, fog sealing and pavement marking Keefer Highway between Eaton Hwy and Emery Road would improve the highway.

WHEREAS, Road Department staff applied to the Michigan Department of Transportation (MDOT) for said project and

WHEREAS, MDOT has accepted the application and now wishes to enter into contract 25-5302 with Ionia County and the Board has considered contract 25-5302.

NOW, THEREFORE, BE IT RESOLVED that the Ionia County Board of Commissioners wishes to enter into contract 25-5302 and authorizes Jack Shattuck, Board Chairman and Chad Shaw, County Administrator to sign contract 25-5302.

Signature: _____

Title: _____

Date: _____ +

Pigue, Linda

From: MDOT-eAgreements <MDOT-eAgreements@michigan.gov>
Sent: Wednesday, May 28, 2025 1:51 PM
To: Pigue, Linda; Clerk
Subject: MDOT Agreement 25-5302 for Review and Approval
Attachments: 223153_25-5302.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

RE: Contract Number: 25-5302
Control Section: STL 34000
Job Number: 223153CON
Location: Keefer Highway

Attached is the subject agreement between your organization and the Michigan Department of Transportation (MDOT).

1. **Prepare a certified resolution approved by your board, commission, or council. The resolution should include:**
 - The Contract Number 25-5302
 - The name of official(s) authorized to sign the contract.
2. **Email MDOT-eAgreements@Michigan.gov within 30 days from the date of this e-mail notification. Your email needs to include the following:**
 - The certified resolution
 - The names and email addresses of the officials authorized to sign the agreement.

The agreement will then be sent to official(s) authorized to sign through the State of Michigan eSignature system. Execution of the attached agreement is condition for award of the construction contract. Failure to execute in a timely manner may jeopardize the construction contract award.

The officials authorized to sign will be notified through the State of Michigan eSignature system when the agreement is executed and available to download.

Attachment

Thank you,
Lynnette Firman

STP

DA

Control Section	STL 34000
Job Number	223153CON
Project	25A0659
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5302

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the COUNTY OF IONIA, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Ionia County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 19, 2025, attached hereto and made a part hereof:

Single chip seal, fog seal, and permanent pavement markings along Keefer Highway from Eaton Highway to Emery Road; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

09/06/90 STP.FOR 5/19/25

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

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

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

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

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

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

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

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

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

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

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- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 80 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

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

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

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

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

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

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 09/06/90 STP.FOR 5/19/25

451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

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

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

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

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

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

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

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

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

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the 09/06/90 STP.FOR 5/19/25

PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

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

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

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

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

COUNTY OF IONIA

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



May 19, 2025

EXHIBIT I

CONTROL SECTION	STL 34000
JOB NUMBER	223153CON
PROJECT	25A0659

ESTIMATED COST

CONTRACTED WORK	
Estimated Cost	\$316,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$316,200
Less Federal Funds	<u>\$252,960</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 63,240

NO DEPOSIT

09/06/90 STP.FOR 5/19/25

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III
ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

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

Title: Reallocation of Road Supervisors & Fleet Supervisor
Date: June 10, 2025

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

On November 6, 2023, the Road Department's Fleet Supervisor and Two Road Supervisor positions were vacant. Three Road Department employees volunteered and were selected on November 9, 2023, to fill the vacant positions for 30 days. On December 7, 2023, the three employees were given Offers of Employment letters, which they accepted and signed on December 7, 2023. The Offers of Employment stated: "Annual hourly rate of \$38.12, Grade 19, Step 5, paid bi-weekly under exempt status. Following six months of successful employment with a satisfactory employee evaluation, your salary will increase to Grade 19, Step 6. Following an additional 12 months of successful employment with a satisfactory employee evaluation, your salary will increase to Grade 20, Step 6".

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The salary increases were included in the Department's 2025 budget.

LEGAL REVIEW:

N/A

DEADLINE:

June 10, 2025

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request the Board approve reallocation of the three positions to Grade 20, Step 6.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

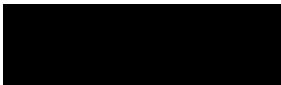
To the best of my recollection, the following summarizes what resulted in the Offer of Employment Letters signed by Blaine Lowetz, Tanner Roe and Wes Shafer in December 2023. I have attached copies of pertinent emails.

- 11/7/2023 – The Road Department’s Road Superintendent’s and Fleet Manager’s positions were vacant. The Union Stewards and I spoke with the Union Business Manager who concurred that union members could volunteer for the vacant non-union positions and would have 30 days to decide whether they would accept the positions or return to their union positions. I spoke with Patrick Jordan and requested the Road Superintendent position be replaced with two Road Supervisor positions. Mr. Jordan concurred. I posted the 3 positions asking for volunteers within 48 hours.
- 11/8/23 – The Road Department’s Permit Agent and Accounting Clerk resigned.
- 11/9/23? – I used the same process of posting and asking for volunteers for the Permit Agent position. The Accounting Clerk vacancy was to be handled by the County’s Finance Department.
- Blaine Lowetz and Tanner Roe volunteered to be Road Supervisors, Wes Shafer volunteered to be Fleet Supervisor, and Cody Waite volunteered to be Permit Agent.
- During the 30-day volunteer period, I worked with Priscilla Walden, Human Resources, and Patrick Jordan to revise position descriptions and determine the specifics of compensation and benefits. The details of which are reflected in the attached emails.
- I do not know if Patrick shared the Offers of Employment with the Board.

ROAD DEPARTMENT FOR IONIA COUNTY

170 E. Riverside Drive • Ionia, Michigan 48846 • Phone (616) 527-1700 • Fax (616) 527-8848

December 7, 2023

Blaine Lowetz


Dear Mr. Lowetz:

I am pleased to extend to you this official offer of employment for the position of Road Supervisor with the Ionia County Road Department. This is a nonunion position with the County and is considered at-will employment.

Your first day in your new position will be considered as December 7, 2023, reporting to Linda Pigue, Road Department Managing Director. Your compensation and benefits package will include the following:

- Annual hourly rate of \$38.12, Grade 19, Step 5, paid biweekly under exempt status. Following six months of successful employment with a satisfactory employee evaluation, your salary will increase to Grade 19, Step 6. Following an additional 12 months of successful employment with a satisfactory employee evaluation, your salary will increase to Grade 20, Step 6. Future pay increases will occur on your anniversary date based on an acceptable employee evaluation, to be determined by your department supervisor.
- Medical insurance per the County's plan
- Voluntary dental and vision insurance.
- \$30,000 employer paid life and AD&D insurance.
- Group and Voluntary Life, Group Short and Long-Term-Disability
- Mutual of Omaha voluntary plans: Accident, Critical Illness and Hospital Indemnity
- Continuation of your 401(a) plan with 8% employer match and 5-year graduated vesting.
- Voluntary 457 Deferred Compensation or Roth IRA plan.
- Your annual vacation entitlement has increased by forty (40) hours to 200 hours. Each year in January, 200 vacation hours will be added to your bank, beginning January 2024.
- Personal days earned at one day per month, per the Ionia County Personnel Policy.
- Paid holidays are provided according per our Personnel Policy or corresponding with the Road Department Union Contract.
- One floating holiday per year.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with Ionia County.

We look forward to having you as part of the team. If you have any questions, do not hesitate to contact me at (616) 527-1700, or via email to lpigue@ioniacounty.org.

Sincerely,

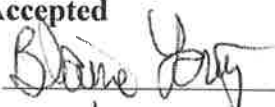


Linda Pigue, Road Department Managing Director

cc: Priscilla Walden, Human Resources Specialist
Patrick Jordan, Ionia County Administrator

Acknowledged and Accepted

Candidate signature:



Name (print):

Blaine Lowetz

Date:

12/7/23

ROAD DEPARTMENT FOR IONIA COUNTY

170 E. Riverside Drive • Ionia, Michigan 48846 • Phone (616) 527-1700 • Fax (616) 527-8848

December 7, 2023

Tanner Roe


Dear Mr. Roe:

I am pleased to extend to you this official offer of employment for the position of Road Supervisor with the Ionia County Road Department. This is a nonunion position with the County and is considered at-will employment.

Your first day in your new position will be considered as December 7, 2023, reporting to Linda Pigue, Road Department Managing Director. Your compensation and benefits package will include the following:

- Annual hourly rate of \$38.12, Grade 19, Step 5, paid biweekly under exempt status. Following six months of successful employment with a satisfactory employee evaluation, your salary will increase to Grade 19, Step 6. Following an additional 12 months of successful employment with a satisfactory employee evaluation, your salary will increase to Grade 20, Step 6. Future pay increases will occur on your anniversary date based on an acceptable employee evaluation, to be determined by your department supervisor.
- Medical insurance per the County's plan
- Voluntary dental and vision insurance.
- \$30,000 employer paid life and AD&D insurance.
- Group and Voluntary Life, Group Short and Long-Term-Disability
- Mutual of Omaha voluntary plans: Accident, Critical Illness and Hospital Indemnity
- Continuation of your 401(a) plan with 8% employer match and 5-year graduated vesting.
- Voluntary 457 Deferred Compensation or Roth IRA plan.
- Your annual vacation entitlement has increased by forty (40) hours to 160 hours per year and will be added to your vacation bank January 2024. At year 13 of employment, January 2031, and each following January, your bank will be funded with 200 hours of vacation.
- Personal days earned at one day per month, per the Ionia County Personnel Policy.
- Paid holidays are provided according per our Personnel Policy or corresponding with the Road Department Union Contract.
- One floating holiday per year.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with Ionia County.

We look forward to having you as part of the team. If you have any questions, do not hesitate to contact me at (616) 527-1700, or via email to lpigue@ioniacounty.org.

Sincerely,



Linda Pigue, Road Department Managing Director

cc: Priscilla Walden, Human Resources Specialist
Patrick Jordan, Ionia County Administrator

Acknowledged and Accepted

Candidate signature:



Name (print):

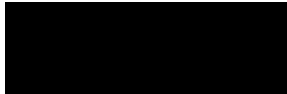
Tanner Poe

Date: 12/7/23

ROAD DEPARTMENT FOR IONIA COUNTY

170 E. Riverside Drive • Ionia, Michigan 48846 • Phone (616) 527-1700 • Fax (616) 527-8848

December 7, 2023

Wes Shafer


Dear Mr. Shafer:

I am pleased to extend to you this official offer of employment for the position of *Fleet Supervisor's OP* Road Supervisor with the Ionia County Road Department. This is a nonunion position with the County and is considered at-will employment.

Your first day in your new position will be considered as December 7, 2023, reporting to Linda Pigue, Road Department Managing Director. Your compensation and benefits package will include the following:

- Annual hourly rate of \$38.12, Grade 19, Step 5, paid biweekly under exempt status. Following six months of successful employment with a satisfactory employee evaluation, your salary will increase to Grade 19, Step 6. Following an additional 12 months of successful employment with a satisfactory employee evaluation, your salary will increase to Grade 20, Step 6. Future pay increases will occur on your anniversary date based on an acceptable employee evaluation, to be determined by your department supervisor.
- Medical insurance per the County's plan
- Voluntary dental and vision insurance.
- \$30,000 employer paid life and AD&D insurance.
- Group and Voluntary Life, Group Short and Long-Term-Disability
- Mutual of Omaha voluntary plans: Accident, Critical Illness and Hospital Indemnity
- Continuation of your 401(a) plan with 8% employer match and 5-year graduated vesting.
- Voluntary 457 Deferred Compensation or Roth IRA plan.
- Your annual vacation entitlement has increased by forty (40) hours to 200 hours. Each year in January, 200 vacation hours will be added to your bank, beginning January 2024.
- Personal days earned at one day per month, per the Ionia County Personnel Policy.
- Paid holidays are provided according per our Personnel Policy or corresponding with the Road Department Union Contract.
- One floating holiday per year.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with Ionia County.

We look forward to having you as part of the team. If you have any questions, do not hesitate to contact me at (616) 527-1700, or via email to lpigue@ioniacounty.org.

Sincerely,



Linda Pigue, Road Department Managing Director

cc: Priscilla Walden, Human Resources Specialist
Patrick Jordan, Ionia County Administrator

Acknowledged and Accepted

Candidate signature: Wes Shafer

Name (print): Wes Shafer Date: 12/7/23

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Request approval to pay 911 Phone Service Agreement
Meeting Date: June 10, 2025

CONTACT:

Lance Langdon, Central Dispatch Director

DESCRIPTION:

Central Dispatch Uses the Central Square phone system for 9-1-1 and administrative telephone calls that is now named Vertex 9-1-1. In 2024 this system was used to answer the 22,067 calls to 911 and process 77,655 administrative/non-emergent calls.

With the operation of this system, we pay a yearly fee for software and system maintenance for the phone system. This request is to pay this year's invoice for these services.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The costs are part of the Central Dispatch budget. This year's services total \$34,410.31 for six workstations. This is an increase from last year's cost of \$23,416.85, which was for four workstations.

Period	Cost	Positions	Per-Pos. Cost
23-24	\$22,301.77	4	\$ 5,575.44
24-25	\$23,416.85	4	\$ 5,854.21
25-26	\$34,410.31	6	\$ 5,735.05

The increase in payment from 2023 and 2024 was 5%. Because the number of positions increased from 4 to 6, the numbers could not be looked at the same. The cost per position is 2% less than the last

year's cost. The fees paid will carry over as well when we upgrade the phone system hardware later this year. I will be presenting this project to you in the next month or two.

LEGAL REVIEW:

Payments are all part of the ongoing work with Central Square; no new contract is needed.

DEADLINE:

For Central Square Service period 7/25/25-7/24/26.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

The Ionia County Board of Commissions approves the Central Dispatch Director making the payment for the service plan for our 9-1-1/Administrative phone to Central Square in the amount of \$34,410.31.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator Recommends Approval of this request.



Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No
438540

Date
5/27/2025

Page
1 of 2

Bill To

Ionia County Central Dispatch, MI
Lance Langdon
545 Apple Tree Drive
Ionia MI 48846
United States

Ship To

Ionia County Central Dispatch, MI
Lance Langdon
545 Apple Tree Drive
Ionia MI 48846
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
13894	Ionia County Central Dispatch, MI		USD	7/24/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
Quote No. Q-217463				
1	911 Backup Position License Annual Maintenance Fee - Annual Maintenance Fee Inform 911 Backup Position Licenses Maintenance: Start:7/25/2025, End: 7/24/2026	2	1,276.64	2,553.27
2	911 Position Annual Maintenance Fee - Annual Maintenance Fee Inform 911 Position Maintenance: Start:7/25/2025, End: 7/24/2026	3	2,383.06	7,149.17
3	911 Custom Third Party Product Annual Maintenance Fee - Annual Maintenance Fee Admin Phone Addition Maintenance: Start:7/25/2025, End: 7/24/2026	1	547.68	547.68
4	911 Custom Third Party Product Annual Maintenance Fee - Annual Maintenance Fee Insight Circuits Backroom HW Maintenance: Start:7/25/2025, End: 7/24/2026	1	2,293.68	2,293.68
5	911 Production Workstation Equipment Hardware Annual Mainten - Annual Maintenance Fee Backroom HW Maintenance: Start:7/25/2025, End: 7/24/2026	1	11,575.56	11,575.56
6	911 Hardware Maintenance - Annual Maintenance Fee 911 Hardware - AT&T to PFN SIP Maintenance: Start:7/25/2025, End: 7/24/2026	1	235.66	235.66
7	911 Position Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:7/25/2025, End: 7/24/2026	2	3,296.00	6,592.00
8	911 Hardware Maintenance - Annual Maintenance Fee Maintenance: Start:7/25/2025, End: 7/24/2026	1	3,463.29	3,463.29



Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
438540	5/27/2025	2 of 2

Bill To

Ionia County Central Dispatch, MI
Lance Langdon
545 Apple Tree Drive
Ionia MI 48846
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Lance Langdon
545 Apple Tree Drive
Ionia MI 48846
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<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Due Date</i>
13894	Ionia County Central Dispatch, MI		USD	7/24/2025

Invoice Sequence Number 1 of 1

Please include invoice number(s) on your remittance advice.

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal 34,410.31

Tax 0.00

Invoice Total 34,410.31

Payments Applied 0.00

Balance Due **USD 34,410.31**

Ionia County

2026 Budget Calendar

June 10, 2025	Board Adoption of 2025 Budget Calendar
June 27, 2025	Letter to funded Agencies informing them that appropriations will remain the same or be reduced
July 14, 2025	Initial budget material distributed to Departments
July 28, 2025	Departmental Concerns and Pressures due Departmental Capital Budget Requests due Funding Requests from Agencies due
July 28- Aug 15	Administrator/Finance Director formulates Budget Recommendation Budget Meetings with Departments
August 26, 2025	Initial Budget Proposal due to Departments
August 26, 2025	Recommendation due to Board of Commissioners
Aug 27- Sept 26	Board Budget Sessions
October 15, 2025	Publication of Budget Hearing Notice
October 21, 2025	Public Hearing and Adoption of General Appropriations Act
January 1, 2026	Effective date of General Appropriations Act