

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING**

MARCH 24, 2026 – 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)
 - B. Approve per diem and mileage
 - C. Approve payments of Common Cash and General Fund Payroll for the month of February 2026- \$ 1,594,919.32
 - D. Approve payments of Health Department payroll and accounts payable for the month of February 2026-\$ 162,172.92
 - E. Approve payments of Road Department payroll and accounts payable for the month of February 2026- \$ 1,024,337.63
 - F. Approval of payments from Trust and Agency for the month of February 2026- \$ 285,269.16
- VII. Unfinished Business**
- VIII. New Business**
 - A. Presentation from Steve Currie, Executive Director of Michigan Association of Counties
 - B. Call to Special Election
 - C. Request Approval of Motorola Service Agreement Renewal-Lance Langdon
 - D. Request Approval of FY27 MIDC Grant for Public Defender Office – Walter Downes
 - E. Resolution for Act 51 Certifying County Road System Mileage- Cody Waite
 - F. Resolution Approving and Authorizing Signing MDOT Contract 26-5032 Bell Road Bridge over Duck Creek- Cody Waite

- G. Request Approval of Motor-Grader Rental- Cody Waite
- H. Request Approval of As Needed Construction Services- Cody Waite
- I. Request signature on updated Agreement with the Easton United Methodist Church for Blue Skies Adult Day Program- Carol Hanulcik
- J. Request Approval to sign LOI for County Veteran Service Grant and creation of a County Veterans' Affairs/Veterans' Service Office-Chad Shaw
- K. Request Approval to form the Ionia County Veterans Affairs Committee
- L. Appointment to the Veterans Affairs Committee
 - Joel Vanslambrouck
 - Shane Houghton
 - Patrick Dixon
- IX. Department Reports**
 - A. Public Defender
 - B. Register of Deeds-Written Only
- 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**
- **Construction Board of Appeals**
- **Board of Public Works**
- **Land Bank Authority**
- **Midwest Michigan Trail Authority**
- **WMRPC Comprehensive Economic Development Strategy Committee**

Appointments for consideration in the month of March 2025:

- **Community Mental Health Services**

Appointments for consideration in the month of April 2025:

- **Area Agency on Aging of Western Michigan Advisory Council**
- **Economic Development Corporation/Brownfield Redevelopment Authority**
- **Jury Board**
-



IONIA COUNTY BOARD OF COMMISSIONERS

Terry Frewen, Chairman

February 10, 2026, 1:30 p.m.
Airport Board Minutes

Members Present: County Commissioner Scott Wirtz, County Commissioner Terry Frewen,
Commissioner Jack Shattuck

Members Absent:

Other Present: County Administrator Chad Shaw, County Administrative Assistant
Jami Elliott, Facilities Director Scott DeRuischer, Airport Manager Matt
Kuhns

I. Call to Order

Wirtz called the meeting to order at 1:30 p.m.

II. Organization of the Airport Board

Board discussed the nomination for Chairman

Nomination of Shattuck

Moved by Wirtz

Supported by Frewen

Nomination carried by roll call vote

Shattuck-Wirtz, Frewen

Board discussed the nomination for Vice Chairman

Nomination of Wirtz

Moved by Terry

Supported by Shattuck

Nomination carried by roll call vote

Wirtz-Frewen, Shattuck

Board discussed nomination for Secretary

Nomination of Frewen

Moved by Wirtz

Supported by Shattuck

Nomination carried by roll call vote

Frewen- Wirtz, Shattuck

Board discussed approval of meeting dates and times

Motion to Approve Schedule

Moved by Frewen

Supported by Wirtz

Motion carried by voice vote

III. Approval of Agenda

Board discussed agenda.

Motion to Approve Agenda

Moved by Frewen

Supported by Wirtz

Motion carried by voice vote

IV. Approval of Minutes

Board discussed approval of the previous minutes.

Motion to Approve Minutes

Moved by Wirtz

Supported by Frewen

Motion carried by voice vote

V. Review of Revenue and Expenditure Report

Board reviewed the September, October, November, December 2025 and January 2026 Report.

Motion to Approve Report

Moved by Wirtz

Supported by Frewen

Motion carried by voice vote

VI. Public Comment

VII. Unfinished Business

No unfinished business

VIII. New Business

IX. Reports from Matt Kuhns, Airport Manager

Total fuel sales for 2025 was 33,000 gallons. This winter have done a total of 16 plows and drift clean ups. Currently have 2 empty hangers. There was a deer strike with a plane, found a hole in the fence that has been patched. 3 deer have been sighted in the fence currently. The DNR has issued kill tags for the airport. SRE building is underway. Credit card reader was replaced. Deck has to be replaced or repair 8-10 boards that are damaged.

X. Miscellaneous

XI. Adjournment

Motion to Adjourn

Moved by Wirtz

Supported by Frewen

Motion carried by voice vote



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

March 10, 2026, 3:00 p.m.
Minutes

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

Members Absent: County Commissioner David Hodges

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

I. Call to Order

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

II. Pledge of Allegiance

Frewen led the Pledge of Allegiance.

III. Invocation

Frewen led the invocation.

IV. Approval of Agenda

Board discussed agenda and added two items to new business regarding outside employment for a department head and a letter supporting Odessa Township's request for federal funds.

Motion to Approve Agenda as Amended

Moved by Kelley

Motion carried by voice vote

V. Public Comment

Andrew Dymczyk commented on a potential ballot proposal for emergency services.

Melinda Tolan commented on a potential ballot proposal for emergency services.

VI. Action on Consent Calendar

Board approved the consent calendar by unanimous consent.

VII. Unfinished Business

No unfinished business.



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

VIII. New Business

Board discussed appointment of Cathy Hesche to a 3-year on the Community Mental Health Services Board.

Motion to Approve

Moved by Kelley

Motion carried by voice vote

Board discussed reappointment of Nancy Haga to a 3-year term on the Community Mental Health Services Board.

Motion to Approve

Moved by Shattuck

Motion carried by voice vote

Board discussed budget Amendment Approval for PFAS sites with the Health Department. Haleigh Leslie presented the budget amendment and recommended approval.

Motion to Approve

Moved by Wirtz

Motion carried by voice vote

Board discussed the request to update authorization of signature for AAAWM. Shaw presented the request and recommended approval.

Motion to Approve

Moved by Shattuck

Motion carried by voice vote

Board discussed the Resolution for MSU Extension/4H Millage Proposal. William Hendrian presented the resolution and recommended approval.

Motion to Approve Resolution

Moved by Shattuck

Motion carried by roll call vote

Yes – Wirtz, Hesche, Kelley, Shattuck, Frewen

No –

Board discussed and reviewed Applications for District 3 Commissioner. Board discussed sequestering candidates during the interviews and allowing zoom for candidates to interview remotely.

Motion to Interview Robert Simpson, Carrie Bucholtz, Tim Ross

Moved by Kelley

Motion carried by voice vote



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

Board discussed request to approve outside employment for Finance Director Craton.

Motion to Approve Request

Moved by Kelley

Motion carried by voice vote

Board discussed request from Odessa Township for letter of support in their bid to obtain a federal grant for the construction of a new fire station.

Motion to Authorize Chairman to Approve and Publish Letter of Support

Moved by Shattuck

Motion carried by voice vote

- I. Department Reports
Board received written and oral report from the Sheriff's Office.
- II. Reports of Officers, Boards, and Standing Committees
Frewen commented on MAC webinar.
Wirtz commented on Airport meetings.
Shattuck commented on gravel roads and emergency services proposal.
Hesche commented on rails to trails finance.
Shaw commented on road conditions, veteran's service office and grant review for the Public Defender's Office.
- III. Reports of Special or Ad Hoc Committees
No reports of special or ad hoc committees.
- IV. Public Comment
No public comment.
- V. Closed Session
No closed session



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

VI. Adjournment

Board discussed adjournment.

Motion to Adjourn

Moved by Shattuck

Motion carried by voice vote

Terence M. Frewen, Chairman

Greg Geiger, County Clerk



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

March 17, 2026, 3:00 p.m.
Special Meeting Minutes

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

Members Absent: County Commissioner David Hodges

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

I. Call to Order

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

II. Pledge of Allegiance

Frewen led the Pledge of Allegiance.

III. Invocation

Kelley led the invocation.

IV. Approval of Agenda

Board discussed and approved the agenda by unanimous consent.

V. Public Comment

Miguel Pilar commented on a candidate for the County Commissioner's appointment.

VI. New Business

Board discussed the rules governing the appointment process for the vacant District 3 Commissioner seat. Frewen presented various options and solicited input.

Motion to Utilize Public Paper Balloting Procedure

Moved by Hesche

Motion carried by voice vote

Motion to Eliminate Candidate that Receives the Fewest Number of Votes

Moved by Hesche

Motion carried by voice vote



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

Board discussed the interview process for candidates for the vacant District 3 Commissioner seat. The following candidates were interviewed: Tim Ross of Ionia Township, Carrie Bucholtz of Easton Township, and Robert Simpson of Keene Township.

Board conducted an interview of Tim Ross.

Board conducted an interview of Carrie Bucholtz.

Board conducted an interview of Robert Simpson.

VII. Public Comment

Andrew Bucholtz commented on a candidate for the County Commissioner's appointment.

Kristie Walls commented on a candidate for the County Commissioner's appointment.

VIII. Board Voting

Board discussed the appointment of a candidate to fill the vacant District 3 Commissioner seat.

Round 1 of voting by paper ballot did not reach a consensus. Results were as follows,

Ross – Kelley, Frewen

Bucholtz –

Simpson – Wirtz, Hesche, Shattuck

Round 2 of voting by paper ballot did not reach a consensus. Results were as follows,

Ross – Kelley, Frewen

Simpson – Wirtz, Hesche, Shattuck

Board members indicated they would not alter their votes to reach a consensus. Board discussed special election. Clerk requested recess to obtain details regarding permanent vacancy and special election.

Recess



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

Frewen called meeting back to order.

Board discussed special election.

*Motion to Discontinue Voting and Wait for Complete Information
Regarding Special Election*

Moved by Kelley

Motion carried by voice vote

IX. Adjournment

Board discussed adjournment.

Motion to Adjourn

Moved by

Motion carried by voice vote


Terence M. Frewen, Chairman


Greg Geiger, County Clerk

County of Ionia Request for Per Diem and Mileage

January Commissioner Hesche 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	1-13		50		24
Commissioners Meeting	1-27		0		24
Special Board Meeting					
Grievance Hearing Committee					24
Personnel Committee	1-22		50		↓
Board of Public Works					
Lake Board-Morrison Lake					
Mid West Trail Authority					
Road Department Meeting					
SMART					
Other					

Total Per Diem Requested: 100

Total Mileage Requested: 72 miles 17.40

[Signature]
Signed

1- mar -26
Date

County of Ionia Request for Per Diem and Mileage

Commissioner Hesche
February 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	2.10		50		24
Commissioners Meeting	2.24		50		24
Special Board Meeting					
Grievance Hearing Committee					
Personnel Committee					
Board of Public Works					
Lake Board-Morrison Lake					
Mid West Trail Authority	2.26		50		84
Road Department Meeting					
SMART					
Other					

Total Per Diem Requested: \$ 150

Total Mileage Requested: 108 miles 18.30

Paul / L
Signed

1-mar-26
Date

County of Ionia Request for Per Diem and Mileage

Commissioner Kelley

February 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	2/10	1-1/2	50		
Commissioners Meeting	2/24	1-1/2	50		
Special Board Meeting					
Road Department Advisory	2/2	2	50	-	
Road Department Advisory					
Facilities Committee	2/16	1-1/2	50		
Grievance Committee					
Personnel Committee					
Brownfield Redevelopment Authority	2/24	1-1/2	50		
Eight-CAP Governing Board					
ICEA	2/26	1	50		
West Michigan Regional Planning Comm					
M-66 Corridor Committee					
Other:					
Greater Ionia Development					
Ionia City Brownfield Redevelopment Auth					
Township Officials					

Total Per Diem Requested: 300-

Total Mileage Requested: -


Signed

3/1/2026
Date

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours
Mileage for 2025 is 72.5 cents per mile.

County of Ionia
Request for Per Diem and Mileage

Commissioner Shattuck

Jan 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	1-13		50 ⁰⁰		13. ⁰⁰
Commissioners Meeting	1-27		0		
Special Board Meeting					
Personnel Committee	1-22		50 ⁰⁰		13. ⁰⁰
Airport Board					
Airport Zoning Board					
Bargaining Committee					
Board of Public Works					
Lake Board-Jordan Lake					
MAC Workers' Comp Board					
Materials Mangement	1-22		50 ⁰⁰		
Parks Advisory Board					
Township ass.	1-12				
Other:					

Total Per Diem Requested: 150.⁰⁰

Total Mileage Requested: 26.⁰⁰

Signed Jack Shattuck

2-10-26
Date

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours
Mileage for 2025 is 72.5 cents per mile.

County of Ionia Request for Per Diem and Mileage

Commissioner Shattuck

Feb

2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	2-10		50. ⁰⁰		13. ⁰⁰
Commissioners Meeting	2-24		50. ⁰⁰		13. ⁰⁰
Special Board Meeting					
Personnel Committee	2-19		0		
Airport Board	2-10		50. ⁰⁰		
Airport Zoning Board					
Bargaining Committee					
Board of Public Works					
Lake Board-Jordan Lake			0		
MAC Workers' Comp Board	2-13		0		
Materials Mangement	2-26		50. ⁰⁰		13. ⁰⁰
Parks Advisory Board	2-11		0		
Other:					

Total Per Diem Requested: 150.⁰⁰ 200.⁰⁰

Total Mileage Requested: 26.⁰⁰ 39.⁰⁰

Signed Jack Shattuck

2-23-26
Date

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours

Mileage for 2025 is 72.5 cents per mile.

County of Ionia
Request for Per Diem and Mileage

Commissioner Wirtz

February 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	2-10-26		50		11.00
Commissioners Meeting	2-24-26		50		11.00
Special Board Meeting					
Audit Committee					
Finance Committee	2-17-26		50		11.00
Facilities Committee	2-17-26		50		
Airport Board	2-10-26		50		
Airport Zoning Board					
ACSET					
Community Correction Advisory Board					
Long Lake Board					
Mid West Trail Authority					
Other:					

Total Per Diem Requested:

\$250

Total Mileage Requested:

\$33

Signed



Date

3-16-26

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours
Mileage for 2025 is 72.5 cents per mile.

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Motorola Service Agreement Renewal
Meeting Date: March 17, 2026

CONTACT:

Lance Langdon, ENP, Central Dispatch Director

DESCRIPTION:

Central Dispatch's Motorola radio equipment used on the MPSCS 800 MHz system requires annual service to ensure continued functionality and proper maintenance. The 2026 service agreement is needed to support and maintain the reliable operation of the radio equipment used by Central Dispatch.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

All public safety agencies served by Ionia County Central Dispatch.

FINANCIAL ANALYSIS:

The service cost is included in the Central Dispatch operations budget. The 2026 cost is \$19,415.54, representing a 5 percent increase over the 2025 cost of \$18,490.00, which itself increased from the 2024 cost of \$17,350.00 (approximately a 6.5 percent increase). Due to the system requirements of the MPSCS network, Motorola is the only available provider for this service.

LEGAL REVIEW:

The agreement has been reviewed and approved by County Attorney Love.

DEADLINE:

As soon as possible. This service agreement is for 2026. The invoice was originally issued at the end of summer and held until closer to expiration. It was inadvertently missed during year-end bill processing and became due on January 1, 2026.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

It is requested that the Ionia County Board of Commissioners authorize the Dispatch Director to sign the Motorola service agreement, as approved by the County Attorney, and approve payment of \$19,415.54 to Motorola Solutions for 2026 radio equipment service from the Central Dispatch budget.

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends Approval of this request.



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000004685
Contract Modifier: R02-SEP-25 04:08:33

Date: 20-OCT-2025

Company Name: Ionia County Central Dispatch
Attn.: Lance Langdon
Billing Address: 545 Apple Tree Dr
City, State, Zip Code: Ionia, MI 48846
Customer Contact: Lance Langdon
Phone: 6165275300

P.O.#: N/A
Customer #: 1011878660
Bill to Tag#: 0001
Contract Start Date: 01-JAN-2026
Contract End Date: 31-DEC-2026
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV01S01107A	***** Recurring Services ***** ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$1,617.96	\$19,415.54
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$0.00	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$0.00	\$0.00
		Sub Total	\$1,617.96	\$19,415.54
		Taxes	\$0.00	\$0.00
		Grand Total	\$1,617.96	\$19,415.54
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS		

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Sheri Pardon

Associate Customer Support Manager 10/20/2025

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

SHERI PARDON

810.306.0801

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Ionia County Central Dispatch
Contract Number : USC000004685
Contract Modifier : R02-SEP-25 04:08:33
Contract Start Date : 01-JAN-2026
Contract End Date : 31-DEC-2026

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement or applicable Statement of Work.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately

after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer

in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES

All software, SUA, video, and subscription services provided by Motorola are governed by the Motorola Solutions Customer Agreement available at:

https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html.

Section 18. GENERAL TERMS

18.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the state in which the Services are performed.

18.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic

signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

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

Approval of FY27 MIDC Grant for Public Defender Office
March 24, 2026

CONTACT:

WALTER J. DOWNES, Chief Public Defender

DESCRIPTION:

The Public Defender Office is requesting approval of FY27 Michigan Indigent Defense Commission (MIDC) grant for indigent criminal defense services, and authorization of electronic signature by County Administrator for the grant in EGrAMS.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

NONE

FINANCIAL ANALYSIS:

Lesser impact on the County budget as the MIDC local share has been reduced this year to **\$223,194.34 for FY27**. That local share amount for FY 25 and FY26 was at \$225,161.77.

LEGAL REVIEW: none

DEADLINE:

March 27, 2026 with EGrAMS grant submission.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approve FY27 MIDC grant budget for the Ionia County Public Defender Office, and authorize electronic signature by County Administrator in EGrAMS for the grant application.

ADMINISTRATOR'S RECOMMENDATION:

Indigent Defense System Cost Analysis

Grant Year October 1, 2026 - September 30, 2027

Funding Unit Name(s) IONIA COUNTY

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Walter J. Downes	Chief Public Defender	Salaried @ \$67,5436/hr	140,495.45				
Larry Lewis	Sr Assistant Public Defender	Level 25, Step 6; @ \$54.14	105,573.00				
Cindy Pham	Assistant Public Defender	Level 22, Step 2; @ \$41.72	81,354.00				
Matthew Peterson	Sr Assistant Public Defender	Level 25, Step 6; @ \$54.14	105,573.00				
Alison Stoken	Paralegal II	Level 10 Step 5; \$27.82	54,249.00				
Melony Bigger	Paralegal I	Level 9 Step 5; \$26.53	51,733.50				
Alyssa Nurenberg	Social Worker I	Level 15 Step 3; \$31.90	62,205.00				
Category Summary			601,182.95	0.00	0.00	0.00	0.00

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Sources	Total
Employer FICA	total salary x .0765	45,991.00				
Retirement	total salary x .05	30,060.00				
Health Insurance	7 employees	150,500.00				
Worker's Compensation	.22/attorney; .28/clerical	1,500.00				
Life Insurance	\$70.20 per employee/year	495.00				
Health Savings Account	\$1200 per year	8,400.00				
Group STD/LTD		7,700.00				
Category Summary	0.00%	244,646.00	0.00	0.00	0.00	0.00

Contracts for Attorneys	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Conflict Attorneys	Conflict Attorneys	MIDC rates \$135.00/145.00 /160.00 per hour	12,500.00				
Appeals	Appellate Attorneys	Appeals \$135.00/hour	3,000.00				
Category Summary			15,500.00	0.00	0.00	0.00	0.00

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Private Investigators	Investigation	\$100-\$125 depending on experience	25,000.00				
Experts	Expert Opinion/Testimony	MIDC rates	30,000.00				
Category Summary			55,000.00	0.00	0.00	0.00	0.00

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Category Summary			0.00	0.00	0.00	0.00	0.00

Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Malpractice Insurance	liability insurance		4,000.00				
Interpreters	Translation	per county policy	2,000.00				
Westlaw		\$168/month	2,016.00				
Justice Text		\$5000/year	5,000.00				
Construction - office carpet, paint		per county policy	15,000.00				
Student Interns	Office support	10 x \$3800 per semester	38,000.00				
Category Summary			66,016.00	0.00	0.00	0.00	0.00

Stipend payments for student interns - Student interns provide minimum of 150 hours per semester

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Laptop replacements	per county IT policy	2 x \$2800	5,600.00				
Computer replacement	per county IT policy	1 x \$1500	1,500.00				
Category Summary			7,100.00	0.00	0.00	0.00	0.00

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
CDAM Registrations	CDAM / MIDC Approved	\$35 / CLE x 8 attys	3,360.00				
CDAM Skills Training 101	CDAM / MIDC Approved	\$480 / CLE x 2 attorneys	960.00				
Travel / Mileage		per county policy	1,400.00				
Hotel/Lodging	various	per county policy	2,100.00				
Meals	various	per county policy	500.00				
SADO Memberships	SADO	\$85 x 8 attorneys	680.00				
NAPD Membership	NAPD	\$50 x 8 attorneys	400.00				
Bar Dues	State Bar of Michigan	\$415 x 4 attorneys	1,660.00				
NACDL Dues	Nat Assn of Criminal Defense Attorneys					275.00	
CDAM Dues	CDAM	\$140 x 4 attorneys				560.00	
Category Summary			11,060.00	0.00	835.00	0.00	835.00

Suggested rates for training registration would be \$30/hour; SADO membership is \$85/year; NAPD membership is \$50/year; State Bar of Michigan base dues \$415/year

All Attorneys will attend multiple trainings and are encouraged to exceed 12 CLEs.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Transcripts	Court Recorders	per county policy	5,500.00				
Office Furniture	Desks, tables and Chairs		3,000.00				
County Cost Allocation*			66,251.00				
Copier/Scanner Costs			3,000.00				
Shredding Service		\$35/month	420.00				
Postage		\$225/month	2,700.00				
County system Office Phones	per county contract	per county policy	1,000.00				
Various Criminal Law books	Various		300.00				
Criminal Laws and Guidelines	West Publications	4 x \$275	1,100.00				
Witness Fees		per county policy	300.00				
Office Supplies			2,800.00				
ZOOM expenses			200.00				
Humanitarian Support**			750.00				
Sentencing Guidelines Calculator	Mokasoft	4 users	684.00				
Clothing for clients @trial			250.00				
Category Summary			88,255.00		0.00	0.00	#REF!

Transcripts - for transcripts needed for indigent defense that is not under the Appellate Defender Act.

*County Costs Allocation breakdown - Depreciation - \$2,652; Administration - \$7,001; Finance - \$14,663; Data Processing (IT) - \$23,529; Treasurer - \$2,585; Maintenance/Grounds - \$13,144; Fringes - \$264; Insurance - \$2,414

** Funding for transportation, lodging, and meals for clients to their court hearings, consistent with MRPC 1.8(e).

TOTAL		1,081,659.95		223,194.34
	total here	1,081,659.95	858,465.61	223,194.34
	EGrAMS totals	1,081,659.95	858,465.61	223,194.34

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

Title: Act 51 Annual Resolution Certifying County Road System Mileage
Date: March 24, 2026

CONTACT: Cody Waite, Interim Managing Director

DESCRIPTION: Act 51 requires an annual certification of mileage in the County Road System. The attached Resolution must be provided to MDOT before April 1, 2026.

OTHER DEPARTMENTS/AGENCIES AFFECTED: None

FINANCIAL ANALYSIS: Failure to comply with Act 51 means the County would not qualify for Michigan Transportation Funds. This would mean a revenue loss to the Road Department of \$10,000,000 to \$11,000,000 per year.

LEGAL REVIEW: Not applicable.

DEADLINE: March 24, 2026.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION): Request the Board adopt the attached Resolution and authorize the Chairman to sign the Mileage Certification.

ADMINISTRATOR'S RECOMMENDATION: The Administrator recommends adoption of the Resolution and that the Chairman sign the Mileage Certification.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF IONIA
RESOLUTION FOR ADDITIONS AND DELETIONS TO COUNTY ROAD SYSTEM
MADE PRIOR TO DECEMBER 31, 2025

Commissioner _____ moved the adoption of the following resolution:

WHEREAS, the Ionia County Road Department wishes to add or correct new roads and delete or change roads on its road system as part of the annual Act 51 Certification. Total changes include, 1.96 miles in primary miles, a decrease in local miles of 1.96, with an increase in local urban 0 miles and 0 miles in changes in primary urban mileage. Recommended changes are described as follows:

County Wide

Primary 403.39 2025 Mileage (+ 1.96 Miles)

Local 667.16 2025 Mileage (-1.96 Miles)

Urban

Primary 40.66 2025 Mileage (No Change from 2024)

Local 35.48 2025 Mileage (No Change from 2024)

NOW, THEREFORE, BE IT RESOLVED, that the Managing Director shall be authorized to approve the addition and change of the above noted roads for the Ionia County Road Department.

BE IT FURTHER RESOLVED that true copies of this resolution will be sent to the Michigan Department of Transportation.

The motion was seconded by Commissioner _____ and carried on a roll call vote:

Ayes, _____

Nays, _____

Absent, _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Greg Geiger, Clerk of the Board of Ionia County, do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a meeting of said Board held on March 24th, A.D., 2026, as appears of record in the office of said Board; that I have compared the same with the original and it is a true transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand at Ionia, Michigan, this ____ day of _____ A.D., 2026.

Greg Geiger
Clerk of the Board

IONIA COUNTY ROAD DEPARTMENT IONIA, MICHIGAN
CERTIFICATION AS OF DECEMBER 31, 2025

<u>TOWNSHIP</u>	<u>SHEET NUMBER</u>	<u>TOWNSHIP</u>	<u>SHEET NUMBER</u>	<u>TOWNSHIP</u>	<u>SHEET NUMBER</u>	<u>TOWNSHIP</u>	<u>SHEET NUMBER</u>
BERLIN (T6N R7W)	1	SEC. 24	15	ODESSA (T5N R7W)	29	SEC. 17	43
SEC. 25	2	IONIA (T7N R6W)	16	SEC. 33	30	SEC. 20	44
SEC. 36	3	SEC. 16	17	SEC. 34	31	SEC. 21	45
BOSTON (T6N R8W)	4	SEC. 17	18	ORANGE (T6N R8W)	32	SEC. 29	46
SEC. 06	5	SEC. 18	19	ORLEANS (T8N R7W)	33	SEC. 31	47
SEC 36	6	SEC. 20	20	SEC. 01	34	SEC. 32	48
CAMPBELL (T5N R8W)	7	SEC. 21	21	SEC. 03	35	SEC. 33	49
SEC. 06	8	SEC. 29	22	SEC. 21	36	SEC. 36	50
DANBY (T5N R 5W)	9	SEC 30	23	SEC. 22	37	RONALD (T8N R6W)	51
SEC. 04	10	SEC 31	24	OTISCO (T8N R8W)	38	SEC. 02	52
SEC 19	11	KEENE (T7N R8W)	25	SEC. 12	39	SEBEWA (T5N R6W)	53
EASTON (T7N R7W)	12	LYONS (T7N R5W)	26	SEC. 16	40		
SEC 13	13	NORTH PLAINS (T8N R5W)	27	SEC. 21	41		
SEC 23	14	SEC. 24	28	PORTLAND (T6N R5W)	42		

"I CERTIFY THAT ALL OF THE ROADS ON WHICH LENGTHS HAVE BEEN ENTERED ALONG THE ROAD BANDS OF THE ATTACHED
TOWNSHIP AND ENLARGED SECTION MAPS ARE NORMALLY OPEN TO AUTOMOBILE TRAFFIC DURING THE MONTHS OF MAY THROUGH OCTOBER
AND ARE UNDER THE JURISDICTION OF THE IONIA COUNTY
ROAD DEPARTMENT"

CHAIRPERSON

DATE

IONIA COUNTY ROAD DEPARTMENT IONIA, MICHIGAN
URBAN AREA CERTIFICATION AS OF DECEMBER 31, 2025

<u>TOWNSHIP</u>	<u>SHEET NUMBER</u>	<u>TOWNSHIP</u>	<u>SHEET NUMBER</u>	<u>TOWNSHIP</u>	<u>SHEET NUMBER</u>
BERLIN (T6N R7W)	1	SEC. 16	11	SEC. 12	21
SEC. 25	2	SEC. 17	12	PORTLAND (T6N R5W)	22
SEC. 36	3	SEC. 18	13	SEC. 20	23
DANBY (T5N R5W)	4	SEC. 20	14	SEC. 21	24
SEC. 04	5	SEC. 21	15	SEC. 29	25
EASTON (T7N R7W)	6	SEC. 29	16	SEC. 31	26
SEC. 13	7	SEC. 30	17	SEC. 32	27
SEC. 23	8	SEC. 31	18	SEC. 33	28
SEC. 24	9	ORANGE (T6N R6W)	19		
IONIA (T7N R6W)	10	OTISCO (T8N R8W)	20		

"I CERTIFY THAT ALL OF THE ROADS ON WHICH LENGTHS HAVE BEEN ENTERED ALONG THE ROAD BANDS OF THE ATTACHED
TOWNSHIP AND ENLARGED SECTION MAPS ARE NORMALLY OPEN TO AUTOMOBILE TRAFFIC DURING THE MONTHS OF MAY THROUGH OCTOBER
AND ARE UNDER THE JURISDICTION OF THE IONIA COUNTY
ROAD DEPARTMENT"

CHAIRPERSON

DATE

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

Title: Resolution Approving and Authorizing Signing MDOT Contract 26-5032 Bell
Road Bridge Over Duck Creek

Date: March 24, 2026

CONTACT: Cody Waite, Interim Managing Director

DESCRIPTION: The Michigan Department of Transportation (MDOT) has approved the use of Local Bridge Funds and has provided a contract and is requesting a certified Board Resolution which includes the contract number, 26-5032, and the names 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: March 24, 2026.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION): Request the Board adopt the Resolution approving contract 26-5032 and authorizing Terry Frewn, Board Chairman and Chad Shaw, County Administrator to sign contract 26-5032.

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

RESOLUTION

MDOT Contract 26-5032

Remove & Replace SN4057 Bell Road Bridge Over Duck Creek

WHEREAS, It has been determined that a project to remove and replace Local Road Bridge #4057, Bell Road over Duck Creek is needed.

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 26-5032 with Ionia County and its Board of Commissioners

NOW, THEREFORE, BE IT RESOLVED that the Ionia County Board of Commissioners wishes to enter into contract 26-5032 and authorizes Terry Frewen, Board Chairman and Chad Shaw, County Administrator to sign contract 26-5032.

Signature: _____

Title: _____

Date: _____

LOCAL BRIDGE
FEDERAL

DA
Control Section BFPO 34000
Job Number 209823CON
Project 26A0232
Structure #4057
CFDA No. 20.205 (Highway
Research Planning
& Construction)
Contract No. 26-5032

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 February 12, 2026, attached hereto and made a part hereof:

The removal and replacement of the structure #4057, which carries Bell Road over Duck Creek, Sections 32 and 33, T05N, R08W, Campbell Township, Ionia County, Michigan; including steel tub girders, 8-inch concrete deck, earthwork, riprap, bridge railing, guardrail, concrete bridge approach, concrete curb and gutter, cofferdams, steel piling, hot mix asphalt approach, subbase and aggregate base, aggregate shoulder and permanent signing; and all together with necessary related work.

WITNESSETH:

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

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

09/06/90 SCBFED.FOR 2/12/26

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

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

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

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

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

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

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

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

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", 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 EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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

09/06/90 SCBFED.FOR 2/12/26

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

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

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

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

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

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

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

7. 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.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

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

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to EGLE, 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 EGLE, shall make a diligent effort to

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recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

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

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

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

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 or bridge structure(s), described as the PROJECT, for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402

et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

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

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county,

county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

COUNTY OF IONIA

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



February 12, 2026

EXHIBIT I

CONTROL SECTION BFPO 76000
JOB NUMBER 209823CON
PROJECT 26A0232
STRUCTURE #4057

	<u>TOTAL ESTIMATED COST</u>	<u>FEDERAL FUNDS (EST 95%)</u>	<u>BALANCE REQ. PARTY'S SHARE</u>
<u>STRUCTURE AND APPROACHES</u>			
Construction (Contracted)	\$846,455	\$804,132	\$42,323

NO DEPOSIT REQUIRED

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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: Motor-Grader Rental

Date: March 24, 2026

CONTACT: Cody Waite, Interim Managing Director

DESCRIPTION:

The Road Department is seeking approval to rent (1) motor-grader from AIS-CRC on a monthly basis to assist in gravel road repairs and road preparation during the 2026 construction season.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The monthly rental cost of \$9,195 is based on 180 hours of use per month. The cost of rental equipment is in the Road Department's 2026 budget

LEGAL REVIEW:

None

DEADLINE:

March 24, 2026

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board authorize the Department to rent a motor-grader

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.



LANSING
3600 N. Grand River Ave.
Lansing, MI 48906
(517) 321-8000

SAGINAW
4600 AIS Drive
P.O. Box 253
Bridgeport, MI 48722
(989) 777-0090

GRAND RAPIDS
600 AIS Drive S.W.
Grand Rapids, MI 46548
(616) 538-2400

NORTHEAST DETRIOT
65809 Gratiot Avenue
Lenox, MI 48050
(586) 727-7502

WEST DETRIOT
56555 Pontiac Trail
New Hudson, MI 48165
(248) 437-8121

TRAVERSE CITY
8300 M-72 East
P.O. Box 190
Williamsburg, MI 49690
(231) 267-5060

Ship To:

Invoice To: IONIA COUNTY ROAD COMM.
170 EAST RIVERSIDE DRIVE
IONIA MI 48846

Branch L1 - LANSING RENTAL*REPRINT*		
Date 04/28/2025	Time 8:26:00 (O)	Page 1
Account No 34	Phone No 6165271700	Inv No 365193
Ship Via	Purchase Order 33147	
	38-6004857	
	Salesperson 79 / CJK	

DESCRIPTION

Description INVOICE #: 365193 For Contract #: 060277 Amount

Billing #: 1 Covering From 04/28/2025 to 05/25/2025

IT IS THE CUSTOMER'S RESPONSIBILITY TO PERFORM ALL DAILY MAINTENANCE, INCLUDING FLUID LEVEL CHECKS AND GREASING. PLEASE RETURN UNITS CLEANED AND REFUELED TO AVOID ADDITIONAL CHARGES. ALL FUEL REQUIRED TO REFILL UNITS WILL BE BILLED AT \$7.50/GALLON. ALL RENTAL RATES ARE SUBJECT TO CHANGE QUARTERLY!

MI-DEAL PRICING APPLIED

MONTHLY RENTAL OF JOHN DEERE 772G GRADER. RATE IS BASED ON 180 HOURS OF USE PER MONTH. TRUCKING CHARGE IS FOR DELIVERY AND PICK UP. RESERVED BY TANNER ROE. THANK YOU FOR YOUR BUSINESS!

772GP MOTOR GRADER Charge for usage of 1 MONTH 8495.00
Stock #: 685417 Serial #: 1DW772GPJHF685417
Date Out: 04/28/2025 08:55 Expected return date: 05/26/2025 08:55

Miscellaneous Charges/Credits

TRUCKING CHARGES HEAVY Qty: 2 Price: 350.00 700.00

0918364364

Subtotal: 9195.00

TOTAL IBS CHARGE: 9195.00

REMIT PAYMENT TO:
INTERSTATE BILLING SERVICES, INC
P.O. BOX 2208
DECATUR, AL
35609-2208

By signing below, Lessee specifically acknowledges that it has read and agrees to the Agreement, including the "Master Equipment Rental Agreement" in its entirety and specifically, without limitation Sections 6 (equipment training), 10 (damage waiver), 23 (arbitration) of the "Master Equipment Rental Agreement."

X _____
Signature

X _____
Print Name and Title

Master Equipment Rental Agreement

1. LEASE. Lessor may lease to Lessee, and Lessee may lease from Lessor, during the term of this Agreement, one or more units of machinery, equipment or other property (individually and collectively, the "Equipment"). All Equipment that, during the term of this Agreement, is requested by Lessee and received by Lessee or delivered to Lessee or Lessor's worksite, as evidenced by Lessor's records, is subject to and governed by this Agreement. Equipment subject to this Agreement may, but need not, be evidenced by one or more schedules or purchase orders (each, a "Schedule") listing the particular Equipment, the Lease Term for such Equipment, and the Lease Charges (in each case as defined below), which shall be deemed incorporated into and made part of this Agreement. Lessee shall use and store the Equipment only at the worksite where such Equipment is delivered, unless otherwise agreed in writing.

2. LEASE; CHARGE. In consideration of the lease of the Equipment, Lessee shall pay to Lessor with respect to each piece of Equipment the amount set forth in the applicable Schedule or otherwise agreed upon in writing by Lessor and Lessee (the "Lease Charge"). The Lease Charge for each piece of Equipment is due and payable in full prior to the delivery or receipt of each piece of Equipment, unless otherwise agreed in writing by the parties. The standard Lease Charge is based on 8 hours (one shift) per day, 40 hours per week, or 176 hours per four-week period. For any Equipment usage in excess of these amounts, Lessee will pay additional Lease Charges, computed on a prorated basis. The term of rental for each piece of Equipment shall be set forth in the applicable Schedule or otherwise agreed upon in writing by Lessee and Lessor, and shall begin on the time of receipt by, or delivery of the Equipment to, Lessee until the Equipment is returned to Lessor (the "Lease Term"). If Lessee does not return the Equipment immediately upon the expiration of Lease Term, Lessee shall pay additional Lease Charges. If the Equipment is used on a two shift per day basis for any period(s) during the Lease Term, Lessee shall pay double the standard Lease Charge allocable to such period(s). If the Equipment is used on a three shift per day basis for any period(s) during the Lease Term, Lessee shall pay triple the standard Lease Charge allocable to such period(s). The number of hours the Equipment has been used will be determined by the standard hour meter attached to the Equipment, if the Equipment has an hour meter. The Lease Charge is due regardless of actual Equipment use, breakdown, downtime or acts of nature (including without limitation rain, snow etc.). Equipment damaged by Lessee, its agents, representatives or employees during the Lease Term will be assessed additional Lease Charges for the time required for repair and replacement. All Lease Charges and other amounts payable by Lessee to Lessor that are not paid within 30 days of the due date or that are due by acceleration shall, upon demand by Lessor, accrue interest until paid at a rate equal to one and one-half percent per month, or the maximum rate permissible by law, whichever is lower.

3. TRUCKING AND FUEL EXPENSES. All trucking expenses are in addition to the Lease Charge, unless otherwise agreed in writing by the parties. Lessee will pay the cost of trucking the Equipment to and from Lessor's premises or the premises where the Equipment is stored, as applicable. Lessee is solely responsible for loading and unloading the Equipment. Upon termination of the applicable Lease Term, Lessee is also responsible for returning all Equipment to Lessor with full tanks of fuel. Any fuel required upon return will be charged to Lessee at the rate of Seven Dollars and Fifty Cents (\$7.50) per gallon.

4. TITLE TO EQUIPMENT. As between Lessor and Lessee, Lessor has sole title to the Equipment and under no circumstances shall title pass to Lessee. Lessee shall not change or remove any insignia or lettering that is on the Equipment indicating Lessor's ownership of the Equipment, and upon request of Lessor shall affix to the Equipment, in a prominent place, labels, plates or other markings supplied by Lessor indicating Lessor's ownership of the Equipment. Lessee shall protect and defend Lessor's title to the Equipment against all persons claiming an interest in the Equipment and shall keep the Equipment free from all liens and encumbrances. Furthermore, Lessee shall give Lessor immediate written notice of any such liens or encumbrances and shall fully and completely indemnify Lessor from any loss caused thereby. Lessee shall further take all actions necessary to prevent the Equipment from becoming part of the real property on which it is placed and agrees that the Equipment shall remain Lessor's personal property at all times during the term of this Agreement.

5. USE AND MAINTENANCE OF EQUIPMENT; INSPECTION; REPAIRS. Lessee agrees to keep the Equipment in good operating condition, repair and appearance and to furnish all labor, parts, mechanisms and devices required to do so at Lessee's sole expense. Lessee agrees to use and maintain the Equipment in accordance with the owner's manual accompanying the Equipment and any and all instructions communicated, verbally or in writing, by Lessor to Lessee. Lessee agrees to use the Equipment in the regular course of business only, within its normal capacity and without abuse, and to comply with all federal, state, local and foreign laws and regulations with respect to the possession, use, maintenance or operation of the Equipment and certifies that its operators are qualified to safely operate the Equipment. Lessee shall not make any modification, alteration or addition to the Equipment without Lessor's prior written consent. Lessor shall have the right, during the normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment, or otherwise protect Lessor's interest. Lessee is solely responsible for all repairs to the Equipment made necessary by Lessee's use of the Equipment or other conduct, other than ordinary wear and tear. Repair costs will be charged at the same rate Lessor would charge other customers for similar repairs or at the rate paid by Lessor if a third party repairs the Equipment. Lessor reserves the right to charge Lessee for all repairs and lost rent resulting from Lessee's use of or damage to the Equipment or other conduct. Lessee acknowledges and consents to the installation or placement of a tracking device in any machine or attachment included in this rental and Lessor's tracking of same.

6. INSPECTION; TRAINING; NOTICE OF DEFECTS. Lessee acknowledges that (i) Lessee has had an opportunity to inspect the Equipment, (ii) Lessee finds the Equipment suitable for its needs and in good condition, and (iii) Lessee has received the owner's manual for each item of Equipment. Lessee represents and warrants to Lessor (a) that Lessee, its agents, representatives or employees have the knowledge and training necessary to operate the Equipment properly, safely and in accordance with all federal, state and local laws and regulations concerning or relating to the possession, use or operation of the Equipment, and in accordance with any and all manufacturer's instructions and owner's manuals, and that Lessee, its agents, representatives or employees have operated substantially similar items of Equipment before, and (b) that Lessee will instruct its agents, representatives and employees in such proper use of the Equipment. Lessee acknowledges that Lessor may require Lessee, its agents, representatives or employees to complete a training course prior to the lease of certain items of Equipment. Lessor makes no representation or warranty concerning the adequacy or completeness of such training and disclaims all liability arising from or relating to Lessee's possession, use, operation and maintenance of the Equipment and any other action or inaction of Lessee. Lessee acknowledges its duty to inspect each item of Equipment daily prior to use and to promptly notify Lessor of any defects or if the owner's manual for any item of Equipment is missing.

7. RISK OF LOSS. Lessee shall have the entire risk of loss, damage to, or destruction of the Equipment from all causes whatsoever during the Lease Term. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense, and at Lessor's option, shall, immediately upon Lessor's assessment of such loss, damage or destruction, (a) repair such item, returning it to its previous condition, (b) pay Lessor all unpaid Lease Charges as may be allocated to such item of Equipment and either (1) pay Lessor's cost to repair such item (in case of damage) or (2) pay the current market value of such item (in the case of loss or destruction), or (c) replace such item with like item acceptable to Lessor, in good condition and of equivalent value, which shall become the property of Lessor. No loss or damage to Equipment shall relieve Lessee of its obligations pursuant to this Agreement, unless consented to in writing by Lessor.

8. INDEMNITY. Lessee agrees and promises that it shall indemnify Lessor and hold harmless Lessor and its officers, directors agents, employees, successors and assigns from any and all claims, suits, proceedings, liability, damages, or loss, including reasonable attorneys' fees, arising out of the Equipment, Lessee's possession, use or operation of the Equipment or any other act or omission of Lessee or its affiliates, employees, or other agents or representatives, including any failure of the Equipment to comply with, or to be operated in accordance with any and all health and safety standards promulgated by any federal, state, local or foreign governmental entity, including without limitation the standards prescribed under the Occupational Safety and Health Act of 1970. Lessee shall, at its own cost and expense, defend Lessor against any and all suits or other proceedings which may be brought against Lessor, alone or in conjunction with others, based in any way upon Lessee's possession, use or operation of the Equipment or other action or inaction, including without limitation claims involving property damage, personal injury or wrongful death. Upon any such liability or claim Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action or suit. The indemnities and obligations hereunder provided shall continue in full force and effect notwithstanding the termination of this Agreement.

9. INSURANCE. Lessee shall be the absolute insurer of the Equipment during the applicable Lease Term and until the Equipment is returned to Lessor pursuant to Paragraph 20 of this Agreement. Lessee agrees, during the Lease Term and while the Equipment is in transit to and from Lessee and until safely returned to Lessor, to keep the Equipment fully insured and to pay all insurance premiums, at its own expense, for not less than the replacement value of the Equipment as of the commencement date of this Lease against all risks, including adequate public liability (bodily injury and property damage liability insurance), but not less than (a) \$1,000,000 per person and \$1,000,000 per occurrence for personal injury (including death) and (b) \$1,000,000 per occurrence for property damage. Lessee shall cause copies of the above-mentioned policy of insurance to be furnished promptly to Lessor. The duty of establishing any requisite safeguards for the full protection of Lessor against all risks shall be solely Lessee's. The proceeds of any insurance shall, at Lessor's option, be applied to the replacement or the repair of the Equipment or in reduction of Lessee's obligations due to or become due under this Lease, including without limitation obligations arising under Section 7 above.

10. DAMAGE WAIVER. With Lessor's written consent, Lessee may elect in writing to enter into a "Damage Waiver" with Lessor. Upon electing to enter into a Damage Waiver, Lessee shall not be required to reimburse Lessor for loss of or damage to the Equipment expressly covered by such Damage Waiver, except for the first \$1,000 (or such other amount as may be specified on the Damage Waiver). Notwithstanding the foregoing or anything to the contrary in any Damage Waiver, Lessee shall remain fully liable for all loss of and damage to Equipment resulting from (a) mysterious disappearance or theft, (b) neglect, misuse, wrong application, or abuse of the Equipment, (c) sinking of the Equipment into mud or water, (d) submersion of the Equipment in water above the tracks (in the case of tracked machines) or above the tires (in the case of tire machines), (e) use of the Equipment in demolition activities, (f) tire damage, or (g) any damage to the Equipment during transportation of the Equipment by Lessee, its employees or subcontractors. This Damage Waiver, if elected by Lessee, does not apply in any way to damage to person or property other than the Equipment damage specifically set forth in this Section 10. No Damage Waiver shall apply in any way to damage to person or property other than the Equipment. No Damage Waivers will be available for items of Equipment used in demolition activities. Upon entering into a Damage Waiver, Lessee shall pay to Lessor, as additional Lease Charges an amount equal to ten percent (10%) of the aggregate Lease Charges relating to the item(s) of Equipment covered by such Damage Waiver, or such greater amount as may be specified in the Damage Waiver.

11. DISCLAIMER OF WARRANTIES. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS LEASED "AS IS". LESSOR HAS NOT MADE AND DOES NOT MAKE ANY AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, CONDITION, FITNESS FOR PARTICULAR PURPOSE, QUALITY, DURABILITY OR SUITABILITY OF THE EQUIPMENT IN ANY CONNECTION OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER AGREEMENT, REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. Lessee agrees that Lessor has not made any representation or warranty with respect to, and disclaims any warranty relating to, the Equipment's compliance with any law, ordinance, regulation, specification or contract, or related to any patent, copyright or trademark infringement or latent defect. Lessee acknowledges and agrees that Lessor shall not assume any liability for any representation or warranty of any kind or character, express or implied, with respect to the Equipment. Lessee agrees to assume all risks of claims, actions or lawsuits arising from the possession, use and operation of the Equipment and the parties acknowledge that Lessor shall not be liable for any direct, consequential and incidental damages with respect to the Equipment, including without limitation damages caused by any defect, failure or malfunction, whether any claim for such damages is based upon warranty, contract, negligence or otherwise.

12. ASSIGNMENT. LESSEE SHALL NOT ASSIGN THIS AGREEMENT, SUBLEASE THE EQUIPMENT, RELINQUISH CONTROL OF THE EQUIPMENT TO ANY PERSON OTHER THAN LESSOR, OR ALLOW ANY OTHER PERSON TO USE OR OPERATE THE EQUIPMENT. Lessor may, without notice to Lessee, assign or sell its interest in, grant a security interest in, or otherwise transfer, in whole or part, this Agreement, any or all of the Equipment or any of its rights, interests or obligations with respect thereto, including, without limitation, all Lease Charges and other sums due to or become due hereunder to or more persons or entities. Lessee shall, upon receipt of notice of transfer from Lessor, be bound by such transfer. LESSEE SHALL NOT ASSERT AGAINST ANY ASSIGNEE ANY CLAIM, DEFENSE, COUNTERCLAIM OR SET-OFF THAT LESSEE MAY AT ANY TIME HAVE AGAINST LESSOR. This Agreement shall be binding on the parties, their heirs, successors and permitted assigns.

13. TAXES AND MISCELLANEOUS CHARGES. Lessee shall be solely responsible for all taxes, wharfage, highway road services and towing charges or tolls and all fines incurred in connection with Equipment.

14. FAILURE OF CONDITIONS. If Lessee fails to maintain the Equipment, discharge all taxes, liens or other charges, pay all expenses or procure and maintain the insurance required by this Agreement, Lessor may do so at Lessor's option. Any expenses incurred by Lessor in doing so shall be added to the Lease Charge and shall be immediately paid to Lessor by Lessee.

15. DEFAULT. If Lessee fails to pay any Lease Charges or other charges when due or fails to perform any of its other obligations under this Agreement, breaches any provision of this Agreement, dissolves, suspends its usual business activities, files a voluntary or involuntary petition under any of the provisions of the United States Bankruptcy Code, applies for or is appointed a receiver or liquidator, or makes an assignment for the benefit of creditors, Lessor, at its option and in addition to any rights or remedies it may have, may (a) enter on any premises where the Equipment is located and without court order or other process of law, and take possession of the Equipment without notice to Lessee; (b) terminate this Agreement; and/or (c) declare all Lease Charges and their sums immediately due and payable. Lessor specifically reserves all rights and remedies available to Lessor under applicable law. Lessee agrees to pay any and all fuel surcharges added to individual invoices. LESSEE UNDERSTANDS THAT THERE IS A TIME PRICE DIFFERENTIAL CHARGE OF 1% APPLIED TO ALL PAST-DUE BALANCES AND CONSENTS TO THE ASSESSMENT OF SAME. Failure to collect Lease Charges for any particular month is not a waiver of Lessor's right to collect such Lease Charges or any other amounts that are or may become due to Lessor. Future orders may, at Lessor's sole discretion, be subject to C.O.D. or Do Not Sell status if Lessee's account is delinquent.

16. ADDITIONAL AGREEMENTS AND DOCUMENTS. The parties acknowledge that the parties may enter into or exchange certain other agreements and documents with respect to the Equipment or the lease contemplated by this Agreement, including without limitation the Schedules (collectively, the "Related Documents"). The parties acknowledge and agree that the terms of this Agreement will control over the terms of any and all Related Documents, and any conflicting or additional terms in such Related Documents will have no force and effect, unless such Related Documents are duly executed by both parties.

17. LESSEE'S WAIVERS; ABSOLUTE OBLIGATIONS. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon Lessee by Sections 2A-508 through 2A-522 of the Michigan Uniform Commercial Code, including without limitation Lessee's rights to (a) cancel this Agreement; (b) repudiate this Agreement; (c) reject the Equipment; (d) revoke acceptance of the Equipment; (e) recover damages from Lessor for any breach of warranty or for any other reason; (f) deduct all or any part of any claimed damages resulting from Lessor's alleged default, if any, under this Agreement from the Lease Charges; (g) "cover" by leasing any similar piece of Equipment in substitution for the Equipment leased pursuant to this Agreement; (h) recover any general, special, incidental or consequential damages, for any reason whatsoever; or (i) claim any security interest in any item of Equipment. Lessee's obligations under this Agreement are absolute and unconditional, regardless of any alleged breach by Lessor of this Agreement, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment, for any reason whatsoever.

18. HOUR METER. An hour meter is attached to most items of Equipment to count the number of hours that the Equipment is used. Lessee shall not permit any tampering with the hour meter in any manner. In the event that an hour meter fails to function properly, Lessee shall immediately notify Lessor. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE NUMBER OF HOURS ON THE EQUIPMENT AT THE TIME OF RENTAL OR INITIATION OF LEASE TERM.

19. ENVIRONMENTAL SITES. Lessee is responsible for informing Lessor before delivery of any item of Equipment to any site where Environmental Protection Agency decontamination procedures are required before the Equipment can be removed from such site.

20. RETURN. Upon the expiration or earlier termination of this Agreement, Lessee shall at its own expense return the Equipment in the same condition as when delivered to Lessee, ordinary wear and tear excepted, to Lessor at the location specified by Lessor.

21. CLEANING; POINT, EDGES AND TEETH. Lessee will pay all cleaning charges on Equipment that is returned and undamaged. All tractors included in the Equipment leased by Lessee will be shipped with 50% minimum ground engaging tools. Lessee shall be responsible for items of Equipment returned without same.

22. SECURITY DEPOSIT. Lessor may require Lessee to deposit with Lessor, as security for Lessee's performance of its obligations under this Agreement, a security deposit with respect to one or more pieces of Equipment (the "Security Deposit"). As promptly as practicable after the return of all of the items of Equipment to Lessor, Lessor shall determine whether Lessee has fully complied with its obligations under this Agreement and may deduct such amounts from the Security Deposit as are necessary to remedy any default by Lessee in the performance of its obligations hereunder. The remainder of the Security Deposit, if any, shall promptly be returned to Lessee.

23. CHOICE OF LAW; ARBITRATION. This Lease shall be governed by and interpreted according to Michigan law, without regard to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising in connection with this Agreement ("Dispute"). Any Dispute shall be brought before the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. The parties hereby waive any objection based on inconvenient forum. Lessor may elect, in its sole discretion, that any Dispute be resolved by arbitration in Oakland, Ingham, or Kent County, Michigan, before one arbitrator. The arbitration shall be administered, at Lessor's option, either (a) by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or (b) by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction.

24. SECURITY INTEREST AND COLLATERAL ASSIGNMENT. Lessee hereby assigns and grants a security interest to Lessor in all of Lessee's right, title and interest in and to any proceeds to be paid to Lessee for Lessee's work on any job where the Equipment is used, with full power to sue for, collect and discharge, or sell and assign the same. This assignment is made and given as collateral security for payment in full of all Lessee's obligations under this Agreement.

25. ACCESS AND RECLAMATION. IN THE EVENT THAT PAYMENT WITH RESPECT TO ANY EQUIPMENT IS NOT MADE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, LESSOR RESERVES THE RIGHT TO RECLAIM ANY GOODS OR MATERIAL STILL ON LESSEE'S PREMISES TO APPLY AS AN OFFSET TO ANY AMOUNT OUTSTANDING. Lessee shall allow Lessor's representatives access to its premises at all reasonable times for the purpose of ascertaining the location, condition and/or status of any such goods or materials.

26. EXPENSES. Lessee agrees to pay all costs and expenses, time price differential charges, applicable trouble damages, actual attorney fees consultant and expert fees, in each case as incurred by Lessor in exercising any of its rights and/or remedies regarding the relationship or this Agreement, including any action to force collection of any sums due.

27. MANAGEMENT OF ASSETS. Lessee acknowledges its fiduciary duty pursuant to the Michigan Building Contract Fund Act and its fiduciary duty to property manager, oversee, supervise, control, preserve and prevent waste of any assets now or in the future owned or otherwise held by Lessee or by entities owned in whole or in part by Lessee ("Lessee's Assets"), and shall hold in trust, to and for the benefit of Lessor, any income generated or derived from the ownership, operation and management of Lessee's Assets, including, but not limited to, management fees, administration fees, accounting fees, insurance disbursements, sales, sales commissions, incremental tax credits, tax refunds, and consulting fees, to be used by Lessee to repay, and to secure the repayment of, the indebtedness owing to Lessor according to the terms of this Agreement including, without limitation, all amounts due Lessor under, arising out of, or in connection with this Agreement, any and all equipment and/or material received from Lessor, and any proceeds received from the sale, use, or from job/projects on which the Equipment and/or material is incorporated, is expressly held in trust by the Lessee its principals for the benefit of Lessor until Lessor has been paid for the materials. Use of any funds received from the sale, use, or from job/projects on which the Equipment and/or material is incorporated, before Lessor has been paid for the materials, is a breach of the trust and the fiduciary duty of the Lessee its principals. Any debt that arises out of the breach of the trust and/or defilement of the material and/or funds held in trust is non-dischargeable in bankruptcy.

28. INSOLVENCY. Neither this Agreement nor any interest therein is assignable or transferable by operation of law. Lessor may exercise any one or more of the remedies set forth in this Agreement, and this Agreement shall, at the option of Lessor on notice to Lessee, immediately terminate and shall not be treated as an asset of Lessee after the exercise of such option, if any of the following occur: (a) any proceeding under federal bankruptcy law is commenced by Lessee or such an action is commenced against Lessee and is not dismissed within 60 days after the commencement thereof, (b) the Lessee makes any assignment for the benefit of its creditors; (c) a writ of attachment or execution is levied on any Equipment and is not released or satisfied within 10 days thereafter; or (d) if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any Equipment.

29. CONFIDENTIALITY. Lessee shall hold in confidence (a) the terms of this Agreement and of any Schedules and (b) any nonpublic or proprietary information of or regarding Lessor that is provided to Lessee or of which Lessee becomes aware (collectively, "Confidential Information"). Lessee shall (i) not disclose the Confidential Information to any person, other than those employees of Lessee who have a need to know such information to perform its obligations under this Agreement or (ii) use the Confidential Information for any purpose other as necessary to perform its obligations under this Agreement.

30. TERMINATION. This Agreement will become effective as of the Effective Date and will continue in effect until terminated by either party upon thirty (30) days' prior written notice to the other. Notwithstanding termination of this Agreement, the terms hereof shall remain in effect with respect to any Equipment then subject to this Agreement for the applicable Lease Term thereof. Further, the terms of this Agreement whereby, naturally or by their express terms, survive termination of this Agreement shall so survive.

31. MISCELLANEOUS. This Agreement contains that entire agreement and understanding of the parties, and supersedes all prior negotiations, agreements and representations. This Agreement may not be modified except by an instrument in writing signed by both parties hereto. All notices hereunder shall be in writing and mailed by registered mail to the parties hereto at the address indicated on the reverse side of each. Should any provision, or part thereof, of this Agreement be declared illegal or unenforceable, such provision, or part thereof, shall be considered severable from this Agreement and the remaining provisions shall continue in full force and effect. No waiver of any provision of this Agreement shall be effective unless made by Lessor in writing, and the failure of Lessor to enforce performance by Lessee of any obligation pursuant to this Agreement shall not constitute a waiver of Lessor's rights to thereafter enforce such performance. This Agreement and any Schedule may be executed in one or more counterparts, all of which shall be considered one and the same document and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party by facsimile or email.



RENTAL OPERATIONS
7700 CATERPILLAR DR SW
GRAND RAPIDS MI 49548

Web www.michigancat.com
Ph 616-827-8000
Email HERentalEmail@MacAllister.com

SOLD TO
IONIA COUNTY ROAD COMMISSION
PO BOX 76
IONIA MI 48846

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	TERMS	CUSTOMER PO NUMBER	PAGE
		GR-RNT-18400974	Credit	MI-Deal	1/1
QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

CUSTOMER CONTACT: Tanner Roe - (Cell)
Billing frequency: Monthly based on 4-week periods

SEG 1 /

EQUIPMENT

1	CATERPILLAR 140M3 DEALER ID #: N9D615 SERIAL #: N9D00615 Unit rates: 1,472.00/day, 3,680.00/week, 9,200.00/month Explanation of charges: Billing for 28 days Optimum rate (monthly) multiplied by 1 rate cycles -- \$9,200.00 0 remaining days -- \$0.00 Total rental charge -- \$9,200.00	Est. ship: 4/13/2026- Est. return: 5/10/2026	9,200.00	9,200.00
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MISCELLANEOUS

1	Equipment Delivery	450.00	450.00
1	Equipment Pick Up	450.00	450.00

SEGMENT 1 TOTAL	10,100.00
SUBTOTAL BEFORE TAXES	10,100.00
MICHIGAN NON-TAX SALES TO GOVERNMENT AND NON-PROFIT GROUPS	0.00
GRAND TOTAL	10,100.00

RENTAL REPRESENTATIVE: Richard Kerber
Voice: 616-591-3260
Fax: 866-451-0961
Cell: 616-262-1155
Email: rickkerber@macallister.com

All quotes are good for 30 days from date quoted. Rental billings are invoiced in arrears based upon a 28-day cycle - Allowing 8 hours per day, 40 hours per week & 160 hours per month.
All units are shipped with full fuel. Fuel used and not returned is charged at \$8.50 per gallon.
Customer and operators are responsible for safe and proper use of equipment.
Thank you for choosing MacAllister for your jobsite rental needs.

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

Title: As Needed Construction Services

Date: March 24, 2026

CONTACT: Cody Waite, Interim Managing Director

DESCRIPTION:

The Road Department's Contract for As Needed Construction Services contains an option for renewal. The Road Department and the vendor, Buck Garland Excavating LLC, would like to renew the contract for another year with no change to the terms and conditions.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

As needed construction services are part of maintaining the County Road System and funds are included in the Department's budget.

LEGAL REVIEW:

None

DEADLINE:

March 24, 2026

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board approve renewal of As Needed Construction Services with Buck Garland Excavating LLC.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

IONIA COUNTY ROAD DEPARTMENT
 CONTRACT # 25-55 As- Needed Construction Services
 MONDAY, MARCH 17, 2025 @ 10:30 A.M.

TABULATION

	Grand River Excavation		BUCK GARLAND EXC.		TBD CONSTRUCTION		
	Units	\$Hourly Per Unit	Units	\$Hourly Per Unit	Units	\$Hourly Per Unit	
Dozer	2	\$ 100.00	1	\$ 80.00	1	\$ 195.00	4 hour minimun
Excavator	5	\$ 90-170	1	\$ 125.00	1	\$ 200.00	4 hour minimun
Skid Steer	2	\$ 85.00	1	\$ 75.00	1	\$ 175.00	4 hour minimun
Drum Roller	1	\$ 85.00	1	\$ 80.00	1	\$ 140.00	4 hour minimun
Plate Compactor	1	\$ 45.00			1	\$ 50.00	4 hour minimun
Dump Truck	2	\$ 115.00			1	\$ 140.00	4 hour minimun
Leads	2	\$ 125.00			1	\$ 165.00	4 hour minimun
Train	1	\$ 160.00					
Short Double	1	\$ 160.00					
Loader					1	\$ 170.00	4 hour minimun
Grader					1	\$ 375.00	4 hour minimun
7' Mill					1	\$3500 + \$680/hour after 4 hours	

Board Action 3/25/2025: Award to lowest bidder

**IONIA COUNTY COMMISSION ON AGING
REQUEST FOR DISCUSSION/ACTION**

Ionia County Commission on Aging requests signature on updated Agreement with the Easton United Methodist Church for the Blue Skies Adult Day Program
3/24/26

CONTACT:

Carol Hanulcik, ICCOA Director

DESCRIPTION:

ICCOA successfully launched the Blue Skies Adult Day Program in November 2025 at the Easton United Methodist Church (EUMC). The program allows ICCOA to care for more clients, with fewer staff, at a lower cost than services provided in the home, while also offering additional, beneficial programming.

We are now seeking to expand services from 1 to 2 days per week. Beyond expanding services to more clients, expansion will also help us secure Older Americans Act funding under the FY 2027 – FY 2030 contract cycle with AAAWM.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

none

FINANCIAL ANALYSIS:

Wages for this program have been included in the overall budget for Direct Care Worker wages in 2026 (under ICCOA Depts Homemaker, Respite and Home Health). Other set-up costs have largely been gifted, donated or purchased at very low cost (furniture, equipment, etc).

The amendment to the agreement with EUMC has been updated to expand to two days and to reflect small increases for utilities reimbursement and cleaning. Total operating costs (internet, utilities, garbage, mopping expense) remain modest, increasing to only \$388 per month.

LEGAL REVIEW:

none

DEADLINE:

As soon as possible, we will want to show in our FY 27 Proposal for Older Americans Act funding that the program is expanding, and that proposed service frequency is sufficient to receive funding.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Move to approve ICCOA's request to sign the amendment to the agreement between Ionia County Commission on Aging and the Easton United Methodist Church dated March 11, 2026

DEPARTMENT HEAD RECOMMENDATION:

I recommend we execute the agreement and expand the program to 2 days.

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends Approval of this request.



Ionia County Commission on Aging 50 Year
Anniversary: Celebrating SENIORS Since 1973!

Date: April 17, 2025

Agreement between the Ionia County Commission on Aging (ICCOA) and the Easton United Methodist Church (EUMC) for use of the EUMC facility, located at 4970 Potters Rd, Ionia MI 48846, for a Dementia/Alzheimer's Care Adult Day Program for Seniors 60+.

Summary: ICCOA works to strengthen the well-being of all Ionia County Seniors and to promote their independence. In this role, ICCOA will host an Adult Day Services Program to benefit Ionia County Seniors by providing respite to caregivers as well as socialization, enriching programming and a meal to those they care for, once per week, during the hours of 9:30am – 3:30pm. The program will be known as the Blue Skies Adult Day Program.

Admission into the program will require a completed, face-to-face, assessment and care plan by an ICCOA caseworker, submitted and approved by an ICCOA Director, indicating the individual is eligible for Adult Day Services. Specific Service Requirements will follow the Minimum Standards as listed in the Policies and Procedures Manual of the AAAWM. For further requirements for admission into the program, and also including discharge from the program, see the Blue Skies Adult Day Program Policies and Procedures.

EUMC will serve as host for the program. While no rent will be charged ICCOA will contribute toward the costs of hosting the program, so that it is not a burden to EUMC.

This agreement may be amended from time to time, as agreed to, in writing, by authorized signers to the agreement.

The following are agreed to by ICCOA and EUMC:

- The program will be hosted one day per week, on Thursdays, from 9am – 4pm (program commences at 9:30 and closes at 3:30pm, plus half hour for start/close).
- Admission to the program requires prior assessment and completion of a care plan. It is not a drop-in service.
- ICCOA will request, in writing, any modifications needed to allow for safe operation of the program, and guard the safety of participants, such as adding grab bars, adding locks or "childproofing" EUMC storage cabinets with EUMC supplies, removing/locking away any refrigerators or freezers, cosmetic improvements such as paint and flooring, adding alarms or doorbells for protection of participants, etc. See Appendix A which follows.
- ICCOA will reimburse EUMC for their portion of snow removal monthly.

- ICCOA will clean the facility at the close of every day, including removing garbage, each day the Adult Days Services program is hosted, in a manner that is acceptable to the EUMC.
- Any furniture or other items that are moved during the course of the day the program is hosted will be returned to the location it was found at the beginning of the day. At the close of the day, ICCOA will help set up tables as needed for special events that will occur before the next day the program is hosted.
- ICCOA will contribute toward the cost of utilities, garbage and internet service at the rate of \$126.00 per month.
- ICCOA will reimburse EUMC for floor mopping once per month, at an estimated cost of \$50/month.
- ICCOA will reimburse EUMC a total of \$176 per month to cover these costs, on a monthly or other schedule that is amenable to EUMC.
- Reimbursement payments will not be required until ICCOA begins delivering services under the program.
- ICCOA will cover the cost of maintaining fire extinguishers on the ground level.
- ICCOA will repair or replace furniture, fixtures, walls, doors etc that have been damaged by the use of the program.
- ICCOA will address and can help pay for quarterly or more frequent extermination services as needed for bugs or vermin, in coordination with EUMC.
- ICCOA will arrange to install an AED device on the ground floor of the facility and will maintain the device for as long as Blue Skies is hosted at EUMC.
- ICCOA will install doorbells/doorbell cameras on exit doors at the facility and will share documentation on how to disable the devices on the days the Adult Day Program is not hosted at EUMC.
- ICCOA will provide a cell phone and service for the exclusive use of the program on days that the program is hosted at EUMC.
- ICCOA will name EUMC as a certificate Holder and issue a Certificate of Coverage extending coverage to the use of the facility by ICCOA during the days/hours specified in the contract.
- ICCOA will promote the Adult Day Services in their newsletter, on Facebook and on ICCOA's Website, along with other promotional materials and efforts. ICCOA may display promotional materials for events and services at ICCOA sites or at other sites, when hosted by ICCOA or AAAWM, or other partners in the aging network.
- ICCOA will arrange for any inspections, or licenses, or postings required by the program.
- ICCOA will arrange for any staff training required for the program.
- ICCOA will share names, and contact information, for all staff who will provide services under the program. ICCOA staff will present ICCOA IDs for identification.
- ICCOA will seek approval from EUMC for any use of the facility outside normal weekly activities, such as hosting an "open house," for example.
- Contacts for ICCOA regarding the program:

For day-to-day program operations:

Emily Gray, Direct Care Services Director (In Home Services Director)

egray@ioniacounty.org

(616) 527-8228

For questions regarding this agreement:

Carol Hanulcik, ICCOA Director

chanulcik@ioniacounty.org

(616) 527-5366

- EUMC will provide the site to host the Blue Skies Adult Day Program, to include the Fellowship Hall and Kitchen.
- EUMC will allow ICCOA the use of kitchen equipment and supplies such as coffee pots, water pitchers, oven; use on meal days of some refrigerator space. COA will provide serving utensils and all plates, napkins, cups, etc.
- EUMC will provide ICCOA with 2 lockable rooms for storage of program equipment and supplies such as locked file storage.
- EUMC may request ICCOA cancel services for other EUMC programming with a minimum of 5 business days' notice.
- EUMC will provide for care and maintenance of restrooms, equipment, kitchen, storage areas and areas of common use.
- EUMC will issue keys to authorized staff for access to the facility. ICCOA will maintain a list of authorized staff and be responsible for the return of keys issued for staff who leave the program, or should the agreement be ended by ICCOA or EUMC.
- ICCOA may begin painting and installation of items as noted on Appendix A on execution of the agreement.

This agreement is "at will", and either party may end the agreement at any time, by providing at least 90 days' notice.

Agreed to by:

Annette Blanchard / Ad Bd Chair

Name/Title

For Easton United Methodist Church

Jack Shattuck, County chair person

Name/Title

For Ionia County

Appendix A
List of Modifications ICCOA Will Make to Facility

1. Lock any unused fridge or freezer
2. Install locks on cabinets and cupboard doors that might access hazardous materials, etc.
3. Install door into kitchen off hallway to restrooms
4. Install doorbells/ cameras on ground floor main entrance doors (specify)
5. Install new doorknobs on bathrooms (if necessary) that allow staff to unlock in case of emergency
6. Carpet, paint, in 2 rooms provided for exclusive program use, and install locks on those 2 rooms
7. Allow installation of tv/monitor
8. Install door alarm/chimes
9. Commode's/toilet seat riser w/handles
10. Smoke alarms kitchen/common areas
11. Install/store AED



Date: March 11, 2026

This is an amendment to the agreement between the Ionia County Commission on Aging (ICCOA) and the Easton United Methodist Church (EUMC) for use of the EUMC facility, located at 4970 Potters Rd, Ionia MI 48846, for a Dementia/Alzheimer's Care Adult Day Program for Seniors 60+. This amendment serves to formalize the discussion between ICCOA staff members and the EUMC board on March 11, 2026.

Summary: ICCOA will expand the Blue Skies Adult Day Services Program, hosted at EUMC, from one day per week to two days per week, during the hours of 9:30am – 3:30pm. ICCOA will increase their monthly reimbursement for associated costs (utilities, garbage and internet service) as follows:

- ICCOA will contribute toward the cost of utilities, garbage and internet service at the rate of \$298 per month.
- ICCOA will reimburse EUMC for floor mopping once per month, at an estimated cost of \$90/month.
- ICCOA will reimburse EUMC a total of \$388 per month to cover these costs, on a quarterly schedule (or other schedule that is amenable to EUMC.)

All other terms and conditions of the agreement remain unchanged.

Agreed to by:

Name/Title
For Easton United Methodist Church

Name/Title
For Ionia County

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

March 24, 2026

CONTACT:

Chad Shaw, County Administrator

DESCRIPTION:

Authorize Administrator to sign LOI for County Veteran Service Grant Fund, and discussion on creation of a County Veterans' Affairs/Veterans' Services Office to give a greater level of service to our local Veterans and their families.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

State grants of \$50,000 as well as per capita Veteran Est. \$8-25 K available. Grant Administrator authority to sign Letter of Intent. Discussion of BOC to create Ionia County Veterans Affairs Office with starting 20-hour part time Veteran Service Officer.

LEGAL REVIEW:

DEADLINE:

As soon as possible

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Grant Administrator authority to sign LOI (non-binding).

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends.

TO: Ionia County Board of Commissioners

FROM: Michele Fickes, Ionia County Coalition of Veterans Advocates

DATE: February 24, 2026

SUBJECT: Proposal for the Establishment of a Comprehensive County Veteran Service Office (CVSO)

I. Executive Summary

Ionia County is currently home to approximately **4,800 veterans**. Despite their service, many of these residents face significant geographic and bureaucratic barriers to accessing the federal benefits they earned. We propose the establishment of a dedicated **Ionia County Veteran Service Office (CVSO)** authorized under **Public Act 192**.

By leveraging a **70% state operating grant** (\$50,000+ base in 2027) from the Department Military Veterans Affairs (DMVA) to fund a part-time County Veteran Service Officer (VSO), Ionia County can provide essential service connections and emergency funding while injecting an estimated **\$43 million annually** into the local economy.

Sustainability Through Statutory Support What makes this model truly sustainable is that it is built on a foundation of state law and structured local oversight. Establishing this office requires no direct cash outlay from the county's general fund. The State of Michigan's County Veteran Service Grant is mandated by law to provide consistent, ongoing financial support for county offices. The county's contribution is limited to "In-Kind" infrastructure—such as office space within the Administration Building—to meet state Maintenance of Effort (MOE) requirements.

II. Economic Impact: Turning "Service" into "Stimulus"

A CVSO is more than a social service; it is a high-return **economic engine**. Currently, a significant "benefit gap" exists where federal dollars intended for Ionia County stay in Washington D.C. due to a lack of local professional advocacy.

- **The Goal:** Connect 24% of the county's 4,800 veterans to previously unclaimed disability compensation and pensions.
- **The Return:** Capturing this segment yields **\$43.2 million per year** in federal tax dollars returning directly to Ionia County.
- **The Multiplier (\$1.5x):** Economists note that veteran benefits are spent immediately on local necessities. Every \$1.00 in benefits generates **\$1.50 in total local economic activity**.

Table 1: Projected Federal Benefit Repatriation (FY2026)

Funding Category	Annual Federal Inflow (Est.)	Local Economic Impact (1.5x)	Benefit Description
Comp. & Pension	\$22,450,000	\$33,675,000	Tax-free cash spent at local businesses.
Medical Care	\$18,200,000	\$27,300,000	Funding for local "Community Care" doctors.
Education/GI Bill	\$2,100,000	\$3,150,000	Tuition used at local trade schools/colleges.
Insurance/Burial	\$450,000	\$675,000	Federal payouts to grieving local families.
TOTAL	\$43,200,000	\$64,800,000	Total liquidity entering Ionia County.

III. Strategic Funding & Resource Model

This proposal follows a "**Revenue-Positive/No-Outlay**" model for the County General Fund.

1. **State Grant (CVSF):** Under **Public Act 210 of 2018**, the DMVA provides a base grant of **\$50,000** plus per-capita funding. This covers **70%** of allowable operating costs.
2. **Federal Opportunity:** The newly passed **Senator Elizabeth Dole Act** provides \$10 million in competitive grants for counties with service gaps like Ionia.
3. **Private/Coalition Support:** The Ionia County Veterans Coalition is committed to raising **\$35,000** as a dedicated operational "safety net" to cover start-up costs, training, and professional development.

Our "Gold Standard" goal is to move the Ionia County Service Office toward a self-sustaining model. By establishing our office now, we become eligible for several high-value, niche grants that are currently "left on the table" due to a lack of accredited county infrastructure.

1. State Core Funding: MVAA CVSF Grant

- **Target:** \$50,000 (Base) + Per Capita (Est. \$25k+).
- **Requirement:** We must maintain our **70% local funding baseline** to qualify. This grant will be used to offset 100% of our IT, PIV-card security, and state-mandated training costs for 2027.

By establishing this office now, Ionia County becomes eligible for the **2027 MVAA County Veteran Service Fund (CVSF) Grant (\$50,000) on March 1st**. These funds will be used to:

- Transition part-time staff to full-time as the caseload grows.
- Implement a **Veteran Transportation & Mobility Program** to solve the rural "ride-to-care" gap.

2. Federal Expansion: The Elizabeth Dole 21st Century Act

- **Target:** \$10 million national pool for County VSOs.
- **Strategy:** With the passage of the Dole Act (effective 2025/2026), federal funds are being carved out specifically for **County** offices. We will apply for these funds to expand our "in-home" outreach for aging veterans and their caregivers.

3. Behavioral Health & Justice: Veterans Treatment Court (VTC) Grants

- **Target:** \$150,000–\$250,000 (SCAO/BJA Funding).
- **Impact:** We will partner with the **64A District Court** to pursue a dedicated VTC grant. This funds a dedicated Case Manager to divert veterans from the jail system and into VA treatment, saving the county significant incarceration costs.

4. Niche Service Grants: Transportation & Housing

- **Highly Rural Transportation Grant (HRTG):** We will apply for VA transportation dollars (up to \$50k) to provide a dedicated "Ionia-to-VAMC" shuttle for veterans who cannot drive to Grand Rapids or Ann Arbor.
- **SSVF & Homelessness Prevention:** Partnering with the VA's **Supportive Services for Veteran Families (SSVF)** to secure rapid re-housing funds for veterans at risk of homelessness in Ionia. (February 19th)

5. Clinical Support: Mental Health & PTSD Grants

- **SAMHSA SMVF Grants:** We will target federal "Service Members, Veterans, and their Families" (SMVF) technical assistance to build a local network for PTSD support, reducing the burden on Ionia's Community Mental Health (CMH) system.

- **The Staff Sergeant Parker Gordon Fox Suicide Prevention Grant Program (SSG Fox SPGP)** enables VA to provide resources toward community-based suicide prevention efforts to meet the needs of Veterans and their families through outreach, suicide prevention services, and connection to VA and community resources.
- **Stand Down Grants:** Funding for single-day health/outreach events. (August)
- **Ionia County Community Foundation:** The Ionia County Community Foundation makes grants to organizations that benefit residents in the county of Ionia. Primary consideration will be given to projects that are community-based, family-oriented, and impact a broad number of residents.

Sustainability isn't just about one grant; it's about being 'Grant Ready.' Without this office space and a formal department status, Ionia is ineligible for the Elizabeth Dole funds, the Transportation grants, and the VTC dollars. By investing in our office space and basic staffing today, the Board is providing the 'key' that unlocks millions in niche federal funding starting in 2027.

IV. Core Service Pillars

The Ionia CVSO will focus on three urgent needs:

- **Service Connection:** Accredited management of Disability, Pension, and Survivors' legal claims.
 - **Emergency Relief:** Streamlined access to the **Michigan Veteran Trust Fund (MVTF)** and the **Soldiers and Sailors Relief Fund** for rent, utilities, and repairs.
 - **Independence:** Utilizing VA grants for home modifications and transportation, allowing veterans to age in place.
-

V. Financial Summary & Sustainability

Establishing this office requires no direct cash outlay from the county, as the **State of Michigan's County Veteran Service Grant is law, designed to provide consistent, ongoing financial support for county offices.** The county's contribution is therefore limited to "In-Kind" infrastructure, such as office space, to meet state Maintenance of Effort (MOE) requirements.

What makes this model truly sustainable is that it is built on a foundation of state law and local oversight:

1. Mandated State Funding (PA 210 of 2018)

The State of Michigan's County Veteran Service Grant is **state law**, not a temporary pilot program. This law ensures consistent, ongoing financial support for county offices to cover salaries and operations.

- **70% Coverage:** The state grant covers 70% of allowable operating costs.
- **Maintenance of Effort (MOE):** The county only needs to ensure that its "in-kind" contributions (like office space) remain stable, making the financial commitment predictable and low-risk.

2. Structured Oversight

By placing the office under the **Veterans Affairs Committee**, the Board ensures that the CVSO remains accountable to the county, transparent in its operations, and focused on the unique needs of Ionia County veterans.

3. Minimal Local Burden

Establishing this office requires no direct cash outlay from the county general fund. The county's contribution is limited to "In-Kind" infrastructure (office space and utilities) to meet state Maintenance of Effort (MOE) requirements.

4. High Return on Investment (ROI)

The office acts as a **revenue generator** for the local community, not just a line-item expense.

- **Federal Money Injection:** The primary purpose is to bring federal dollars into Ionia County.
- **Multiplier Effect:** Every \$1.00 spent on VSO services results in roughly \$50–\$100 in federal benefits, which are immediately spent at local businesses, stimulating the local economy.

5. Reduced Strain on Regional Resources

By establishing a local office, Ionia County reduces the burden on surrounding counties (such as Kent, Montcalm, Ingham, or Clinton) that currently serve Ionia veterans, fostering a more efficient regional ecosystem.

Estimated Baseline Operating Budget:

| Budget Item | Annual Cost | Funding Source |

| **1 PT VSO (20 hrs)** | Hourly Rate: \$21.00 – \$26.00 per hour. Estimated Annual Part-Time Salary: \$21,800 – \$27,000. | DMVA Grant / Coalition Funded |

| **Computers & IT** | \$3,000 | County (In-Kind) |

| **Training & Travel** | \$5,500 | Coalition/Private Funding |

| **Claims Software** | \$500 | (VetraSpec Provided by State of Michigan, TVB, VetPro |

| **Office Space** | \$2,000 | County Admin (In-Kind) |

VI. Conclusion

Ionia County has a unique opportunity to fulfill a moral obligation to its 4,800 heroes while executing a brilliant fiduciary move for its taxpayers. By providing the space, we allow the state and coalition to provide the specialists and the funding.

Formal Request to the Ionia County Board of Commissioners

We respectfully request the Board of Commissioners to authorize the creation of the Ionia County Veterans Service Office (CVSO) pursuant to Public Act 192 of 1953, under the oversight of the Veterans Affairs Committee. Furthermore, we ask the Board to authorize the submission of a Letter of Intent (LOI) to the Michigan Department of Military and Veterans Affairs (DMVA) to secure FY2027 funding for a part-time Veteran Service Officer, and to designate the necessary office space within the Ionia County Administration Building.

The Bottom Line:

This proposal repatriates **\$43 million** in federal money with **no direct cash outlay** from the Ionia County General Fund.



THOMAS ALBERT

18TH DISTRICT
P.O. BOX 30036
LANSING, MI 48909-7536
PHONE: (517) 373-1734
FAX: (517) 373-5397
sentalbert@senate.michigan.gov

**THE SENATE
STATE OF MICHIGAN**

March 17, 2026

Ionian County Board of Commissioners
101 W Main Street
Ionian, MI 48846

Honorable Commissioners:

I write to express my strong support for the proposal to establish a Veterans Service Officer (VSO) position in Ionian County.

Our community is home to many veterans who have served this country with honor and sacrifice. While numerous federal and state programs exist to support them, the application processes and eligibility requirements can be complex and difficult to navigate. A dedicated Veterans Service Officer would provide local, knowledgeable assistance to ensure veterans of Ionian County and their families are better able to access the benefits and services they have earned through their service.

Counties across Michigan have demonstrated that directly employing a VSO can make a meaningful difference by helping veterans file claims, connect with healthcare and mental health resources, secure education and housing benefits, and resolve issues with federal agencies. These services will improve the well-being of veterans and their families.

Establishing a dedicated VSO position in Ionian County would send a clear message that the community values and supports those who have served. It would also provide a centralized point of contact for veterans who may otherwise struggle to find the help they need.

I was proud to support the creation of the County Veteran Service Fund Grant while serving in the Michigan House of Representatives in 2018. The eligibility requirements to receive these grant funds are relatively few, and the funding is intended to cover the minimum operational costs for a participating county.

I respectfully encourage the Board of Commissioners to support the plan and take this important step toward strengthening services for veterans in our county.

Thank you for your consideration, and for your service to the residents of Ionian County.

Sincerely,

A handwritten signature in black ink, reading 'Thomas A. Albert'.

Thomas Albert
State Senator – 18th District



American Legion Post 129
Dale E Hyland
Portland Michigan

Post Commander
Joel VanSlambrouck

Adjutant
Robert Weller

Joel VanSlambrouck
841 Detroit St.
Portland, MI 48875
gbpools@sbcglobal.net
517-526-3413

16 March 2026

Ionia County Board of Commissioners
101 W. Main Street
Ionia, MI 48846

RE: Support for the Ionia County Veterans Service Office

I am writing to express my strong support for the Ionia County Veterans Service Office. A dedicated county office would serve as a vital lifeline for our local veterans, their families, and survivors.

An Ionia County Veterans Service Office would provide invaluable assistance navigating the complex VA system. Their efforts in securing earned benefits—ranging from disability compensation, pension claims, and healthcare access to property tax exemptions for disabled veterans. collaboration with local institutions, such as the **Ionia County Veterans Treatment Court**, to provide mental health and substance use support—make a tangible difference in the quality of life for our veteran community. Doing so without the veteran leaving our county and placing a burden on surrounding counties Veterans Service Offices.

I urge the commission to continue their full support of the Ionia County Veterans Service Office to ensure our veterans always have a dedicated advocate right here at home.

Thank you.

Joel T. VanSlambrouck
Joel T. VanSlambrouck
Commander,
Dale E. Hyland Post 129
1324 E. Bridge St
Portland, MI 48875

“For God and Country”

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

March 24, 2026

CONTACT:

Chad Shaw, County Administrator

DESCRIPTION:

Approve the formation of the Ionia County Veterans Affairs Committee. This committee will consist of 3-7 members who are residents of the county and meet the requirements of MCL 35.621. The purpose of this committee will be to provide oversight of the Ionia County Veteran Service Office. The committee will report to the Ionia County Board of Commissioners on the activities of the Veteran Service Office. To be applicable for the County Veteran Service Fund grant we must have this committee to oversee the program. With committee formation approval will be seeking to start the committee today by selecting the first 3 members for 4-year terms. More will be selected later to fill vacancies.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

N/A

LEGAL REVIEW:

DEADLINE:

As soon as possible

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approve the formation of the Ionia County Veterans Affairs Committee and if approved select 3 candidates today for 4-year terms.

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends.

COUNTY DEPARTMENT OF VETERANS' AFFAIRS (EXCERPT)

Act 192 of 1953

35.621 County department of veterans' affairs; creation; administration; committee; appointment, qualifications, and terms of members; vacancies.

Sec. 1.

(1) The county board of commissioners may create a county department of veterans' affairs. The county department of veterans' affairs shall be under the administration of a committee of 3 to 7 veterans, appointed by the county board of commissioners. Members appointed to the committee shall be residents of the county who have served honorably on active duty in the United States Armed Forces.

(2) Committee members appointed under subsection (1) shall include the following:

(a) At least 1 member representing a congressionally chartered veterans' organization within the county, to be appointed upon the recommendation of the posts of each chartered veterans' organization within the county.

(b) At least 1 independent member who may or may not be a member of a congressionally chartered veterans' organization within the county.

(3) Each committee member appointed under this section shall have demonstrated knowledge, skills, and experience in public service, business, or finance.

(4) If an opening on a committee of veterans occurs, the county board of commissioners shall provide notice of that opening to 1 or more newspapers within the county and to veteran service organizations within the county.

(5) Notwithstanding the provisions of any law to the contrary, a member of the county board of commissioners of a county is eligible for appointment under this section.

(6) Committee members appointed by the county board of commissioners under this section shall be appointed for a term of 4 years each. However, the terms for committee members first appointed shall be staggered so that not more than 2 vacancies are scheduled to occur in a single year. Vacancies shall be filled in the same manner as original appointments for the unexpired terms.



American Legion Post 129
Dale E Hyland
Portland Michigan

Post Commander
Joel VanSlambrouck

Adjutant
Robert Weller

County Commissioners and governing authorities.

I am applying for a position on the Veteran Service Office Committee.

I'm providing a brief resume of qualifications for the position. I currently hold and serving in my second year, as the of commander of the American Legion Post 129 Portland Michigan. Life member of the Veteran of Foreign Wars Auxiliary. I am a retired veteran of 23 years on active duty. I have served on several boards in the past notably for the county the ICEA. Currently, I serve on the Portland Area Fire Authority board consisting of Damby, Portland townships and the City of Portland. I am an elected official as a council member for the City of Portland.

Taking care of soldiers and now veterans has been part of my life for most of my life. Creating a veteran service office for Ionia County is another stepping stone for the mission of providing the best care and service for our veterans who are in need. It would be an honor to participate in the establishing of a veteran service office and officer for Ionia County.

Thank you.

Joel T. VanSlambrouck

Joel T. VanSlambrouck
Commander,
Dale E. Hyland Post 129
1324 E. Bridge St
Portland, MI 48875

"For God and Country"

IONIA COUNTY

Application for Committee or Board Position

Name: Joel T. VanSambrouck

Address: [REDACTED] Portland, MI 48875

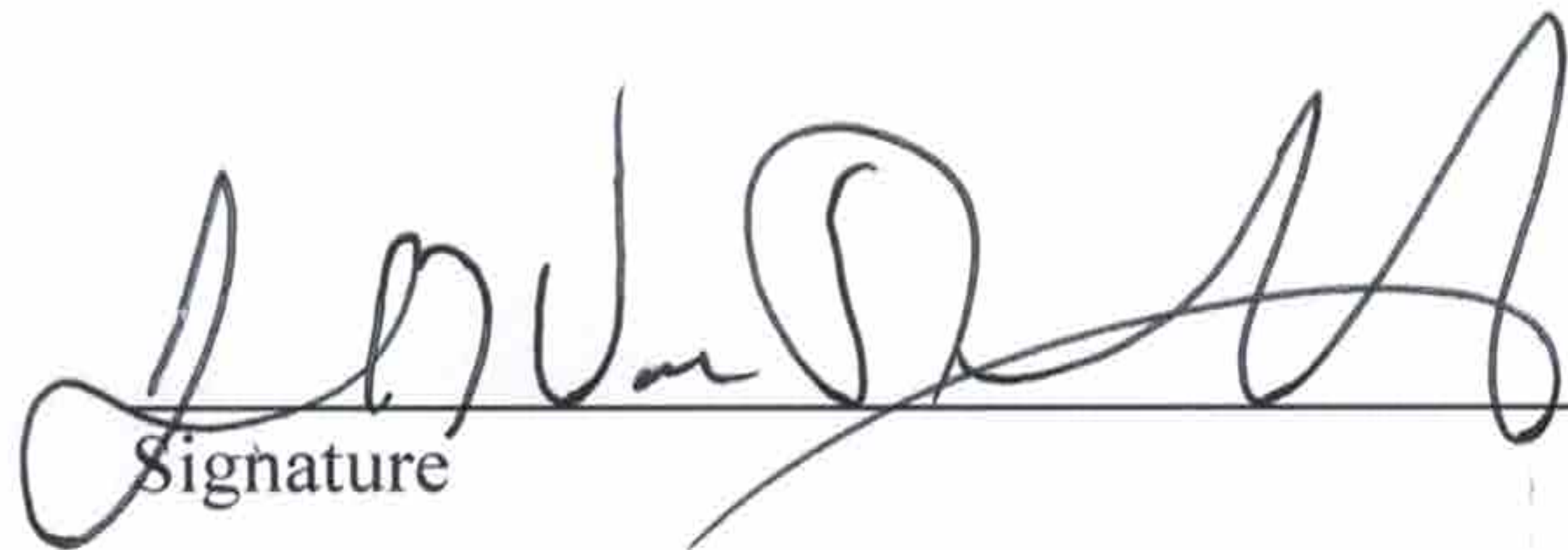
Telephone Number: [REDACTED]

Email: [REDACTED]

Board, Council, or Committee Position Desired: Veteran Service Office Committee

Please give a brief resume of your qualifications for the desired position.

SEE Attached Document


Signature

Please mail completed application to:

Ionia County Administration Office
3rd Floor
101 Main Street
Ionia, MI 48846

Fax: 616.527.5380

Email: jelliott@ioniacounty.org

Chad,

Letter of intent

I, Shane Houghton, intend to serve as a member of the Ionia County Veterans Service Office.

Shane

IONIA COUNTY

Application for Committee or Board Position

Name: Shane Houghton

Address: [REDACTED] IONIA, MICHIGAN

Telephone Number: [REDACTED]

Email: [REDACTED]

Board, Council, or Committee Position Desired: SEAT ON COUNTY

VETERANS AFFAIRS COMMITTEE

Please give a brief resume of your qualifications for the desired position.

- VIETNAM VETERAN
- MANY YEARS IN THE VFW HOLDING MANY OFFICES TO INCLUDE, 2 TIMES 9TH DISTRICT COMMANDER (32 POST IN 6 COUNTIES), POST COMMANDER, QUARTERMASTER
- SOLDIERS & SAILOR COMMISSIONER
- MANY YEARS IN QUALITY MANAGEMENT.

Shane Houghton 3-16-2026
Signature

Please mail completed application to:

Ionian County Administration Office
3rd Floor
101 Main Street
Ionian, MI 48846

Fax: 616.527.5380

Email: jelliott@ioniancounty.org

To whom it may concern;

02/26/2026

Letter of Intent

I Patrick Hugh Dixon express my intent to participate in the creation of Ionia Veteran Service Office and to perform the duties required of me. I currently reside at [REDACTED] Ionia Michigan 48846. I can be reached by calling [REDACTED]
[REDACTED]

Sincerely,

A handwritten signature in cursive script that reads "Patrick H. Dixon".

Patrick H Dixon

IONIA COUNTY PUBLIC DEFENDER OFFICE

Walt Downes, Chief Public Defender

Larry Lewis, Assistant Public Defender; Matthew Peterson, Assistant Public Defender; Cindy Pham, Assistant Public Defender; Alison Stoken, Paralegal; Melony Bigger, Paralegal; and Alyssa Nurenberg, Social Worker.

We are in grant writing mode and MIDC has us completing that process a month earlier this year. The county's local share for the FY27 grant was reduced this year by \$1967.43. Our overall grant request to the state of Michigan is also lower than last year's request. Our grant submission must be fully submitted online in EGAMS by March 27, 2026. We are thankful for another year of full funding and resources to provide quality legal representation to the indigent defendants of our county.

Spring vacation and training schedules make it a challenge to ever feel we are fully staffed on any given day. But we are fully staffed, and we are making it through the juggling and covering for each other. Caseloads are staying at a consistent and normal level for the past few months, which helps in our ability to properly handle client's cases.

Attorney Walt Downes attended the Criminal Defense Attorneys of Michigan (CDAM) Spring Conference in Auburn Hills on March 12-14, 2026. Attending continued legal education is required and an important part of staying current with the ever-changing law and legal opinions from the courts. Both our full time and conflict roster attorneys are all required by MIDC to complete a minimum of 12 hours of continued legal education each year.

We are proud of our Social Worker Alyssa Nurenberg who studied and passed her clinical certification on February 26, 2026, to become a licensed social worker with the state of Michigan. She passed all sections of her testing on the first attempt. Congrats to her on certification efforts and becoming a licensed social worker with the state of Michigan.

Jury Selections in Circuit Court are scheduled for April 8th and 15th, with those trials scheduled in the subsequent three months after selections. Jury selections in Circuit Court are held every three months, with one day of selections with each of the Circuit Court Judges when they are in Ionia for their week.

Narrative for 2025 Annual Report

For Ionia County Register of Deeds Office

March 13, 2026

Please find attached the 2025 Annual Report for the Ionia County Register of Deeds Office.

A. E-RECORDING/CREDIT CARD PAYMENTS

1. E-recording processing continues to be beneficial as it provides the recording and return of the documents same day as opposed to mailing and risking the documents getting lost or delayed through the mail. The total number of documents recorded for 2025 was 9597 which is an increase of 597 documents from 2024. Of those documents recorded 5,217 were e-recorded which is 54.4% compared to 2024 being 45% e-recorded.

2. Since the transition to the Fidlar recording system, we can now offer payment by credit card which has been very helpful to the public as many no longer carry cash or checks.

B. REAL ESTATE TRANSFER TAX AND TAX CERTIFICATE FEES

1. Real Estate sales continued to be steady even though the interest rates for 2025 were up. The County Transfer Tax collected was \$323,012.25 which is an increase of \$58,061.85 from 2024. Transfer Tax collected for the State of Michigan was \$2,137,961.25, which is also an increase from 2024 of \$371,141.25.

2. The Register of Deeds office collected \$7,155.00 in Tax Certification fees from the Ionia County Treasurer's office which is an increase of \$120.00 from 2024.

C. REMONUMENTATION GRANT PROGRAM

1. The Remonumentation Grant from the State of Michigan to Ionia County was \$52,912.00 for 2025. Mulder and Associates Surveyors, Inc. surveyed and set 28 Land Corner Records for Ionia County during the year. Ionia County has had the privilege of working with Mulder and Associates throughout the entire Remonumentation Grant Project. They have been and continue to be an asset in our participation of the program thus far.

2. We have 904 corners that remain to be surveyed and reset under the Remonumentation Grant Project. Ionia County will remain in an active status in this grant program until all corners have been reset. Once all the corners are complete, we will begin and remain in a maintenance plan for the remainder of the Remonumentation Grant Program.

D. PASSPORTS/REVENUE

1. Our passport processing continues to increase as more find out that our office processes them. This is the first complete year that we have done them and we collected \$6,226.00 for processing the passports and photos.

2. Since our Transfer to Fidlar, the Revenue for our Laredo Contracts for August through December brought in \$18,785.60
3. The Revenue for our new system Tapestry for August through December was \$7,533.75.

G. CLOSING

The Register of Deeds office continues to be dedicated to excellent customer service and updating our records to benefit the community. Restoring our documents to archival status and preserving them for future generations remains our primary concern.

If there are any questions regarding this information, please contact me.

Respectfully submitted,

Tammi Hewitt

Ionia County Register of Deeds

thewitt@ioniacounty.org