

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

**MAY 26, 2026 – 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN**

THIS MEETING WILL BE HELD IN PERSON AND TEAMS

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 April 2026- \$ 8,245,127.24
 - D. Approve payments of Health Department payroll and accounts payable for the month of April 2026-\$ 188,889.51
 - E. Approve payments of Road Department payroll and accounts payable for the month of April 2026- \$ 1,327,097.53
 - F. Approval of payments from Trust and Agency for the month of April 2026-\$ 419,848.46
- VII. Unfinished Business**
- VIII. New Business**
 - A. Request Approval of Ordinance Establishing Fees and Procedures for County Data Request – Morgan Loucks
 - B. Presentation of PACE Program and Approval of Resolution of Intent – Ryan Wilson ICEA
 - C. Request to purchase new body scanner for jail – Sheriff Charlie Noll
- IX. Department Reports**
 - A. Commission on Aging-Written Only
 - B. Public Defenders- 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

- Board of Public Works
- Community Corrections Advisory Board-Ionia Community Mental Health Representative
- Construction Board of Appeals
- Economic Development Corporation/Brownfield Redevelopment Authority
- Land Bank Authority
- Midwest Michigan Trail Authority
- WMRPC Comprehensive Economic Development Strategy Committee

Appointments for consideration in the month of May 2026:

- NONE

Appointments for consideration in the month of June 2026:

- NONE



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

May 12, 2026, 3:00 p.m.
Minutes

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

Members Absent:

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 the agenda.
Motion to Approve the Agenda
Moved by Hodges
Motion carried by voice vote
- V. Public Comment
Cathy Hesche commented on the Veterans' Service Office and presented a donation for startup costs.
Ryan Wilson commented on PACE program in Ionia County.
- 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 the reappointment of Kevin Miller to the Jury Board, as recommended by Judge Schafer, for a six-year term.

Motion to Approve the Reappointment of Kevin Miller to the Jury Board

Moved by Wirtz

Motion carried by voice vote

Board discussed the appointment of David Hodges to the Audit Committee.

Motion to Approve the Appointment of David Hodges to the Audit Committee

Moved by Shattuck

Motion carried by voice vote

Board discussed the request for approval of the 2026 L-4029 Tax Rate. Equalization Director Anthony Meyaard presented the tax rate and recommended approval.

Motion to Approve the 2026 L-4029 Tax Rate

Moved by Kelley

Motion carried by voice vote

Board discussed the request for approval to provide local support for the Senior Project Fresh program in Ionia County. Carol Hanulcik presented the program and recommended approval.

Motion to Approve Local Support for the Senior Project Fresh Program in Ionia County

Moved by Shattuck

Motion carried by voice vote

IX. Department Reports

Board received written report from the Health Department.

X. Reports of Officers, Boards, and Standing Committees

Frewen commented on the DHS meeting and local scholarship.

Hesche commented on the Veterans' Service Office.

Shattuck commented on Airport Board Meeting.

Hodges commented on the WMRPC meeting.

Shaw commented on school tour and county audit.



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

- XI. Reports of Special or Ad Hoc Committees
No reports of special or ad hoc committees.
- XII. Public Comment
Public Comment
- XIII. Closed Session
No Closed Session
- XIV. 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

Terry Frewen, Chairman

May 19, 2026

Facilities Committee Minutes

Members Present: County Commissioner Gordon Kelley
County Commissioner Scott Wirtz
County Commissioner David Hodges

Members Absent:

Other Present: Facilities Director Scott DeRuischer, Administrator Chad Shaw, Administrative Assistant Jami Elliott, Road Department Facilities Maintenance Lead Kevin Wadkins

I. Call to Order

Kelley called the meeting to order at 2:30 p.m.

II. Approval of Agenda

Committee discussed agenda.

Motion to Approve Agenda

Moved by Hodges

Supported by Wirtz

Agenda approved by voice vote

III. Approve minutes of previous meeting, April 21, 2026

Motion to Approve Agenda

Moved by Wirtz

Supported by Hodges

Agenda approved by voice vote

IV. Public Comment

No public comment

V. Discussion on Jail needs

Four Contractors came in for the shower tile and ceiling, and none returned estimates. Tile work or tile solutions with the tiles now have no waterproofing behind the tiles. 19-21 different showers to update.

Cooling Tower is still having issues but making improvements.

Increase in major plumbing fixture failures and leaking valves. Control valves are starting to fail.

VI. Administration Building Masonry

Working on Bid Specs as we speak and will have them to us next week.

VII. Board Room Renovations

Still working on the ADA

VIII. Opterra Proposal/Verifying the Scope

Discussed, do we need to add the Optional Modernization Projects. Overall cost of the project was \$2 million, the Resolution from Oprerra states \$329,000 for the base project and \$429,000 for the entire project would just be the engineering. This money would also roll into the projects if we go with Opterra.

Broke down the projects 1-5 with adding Roads, Health Department and Admin to item 3.

Adding COA to items 1-5 and item 7 and 8

Items 7-9 card access we have already started looking into but not sure why security camera is on there. Restroom Renovation or just updates

IX. Facilities Capital Improvements/Expenditures List/Wishes/Budget

X. Update from Facilities Director

Tree trimming is finished and feels much more open. Lawn will be addressed now.

USPS now delivers mail to maintenance offices

A car pulled up in front of the Courthouse to drop someone off so it is now a security concern. Scott is looking into getting bollards.

District Court Probations new system is not switching over to cooling. It's all in the controls.

MSP air conditioners are not working there is a leak in the refrigerant at the exterior coil.

Scott is meeting with DEQ at the Animal shelter about a permit we have that needs to be renewed.

Central Dispatches parking lot is all done and looks great.

XI. Adjournment 3:23

Motion to adjourn

Moved by Hodges

Supported by Wirtz

Motion carried by voice vote

County of Ionia					
Request for Per Diem and Mileage					
Commissioner Frewen					
April, 2026					
Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Afternoon Meeting	04/14/2026	2	\$50.00	38.6	\$27.02
Commissioners Afternoon Meeting	04/28/2026	2.75	\$50.00	38.6	\$27.02
Special Board Meeting					
Audit Committee					\$0.00
Finance Committee	absent				\$0.00
Grievance Committe					\$0.00
					\$0.00
Airport Board	04/14/0202		\$50.00	0	\$0.00
DHHS Board Meeting					
SMART					\$0.00
Tax Allocation	4/20/2026	0.5	\$50.00	38.6	\$27.02
Facilities Meeting					\$0.00
Personel Meeting					\$0.00
Total Per Diem Requested:			\$200.00		
				115.80	\$83.95
				\$281.06	
Signed Terence M. Frewen				Date	05/01/26
Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours					
Mileage for 2026 is 72.5 cents					
Mileage for 2024 is 70 cents					

County of Ionia Request for Per Diem and Mileage

Commissioner Hesche

April 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	4.13.26		50	24	
Commissioners Meeting	4.28.26		50	24	
Special Board Meeting					
Grievance Hearing Committee					
Personnel Committee	4.16.26		50	24	
Board of Public Works					
Lake Board-Morrison Lake					
Mid West Trail Authority	4.23.26		50	82	
Road Department Meeting	4.6.26		50	24	
SMART ↓	4.20.26		50	24	
Township Supervisor	4.12.26		50	42	
Other				120	

Total Per Diem Requested: \$350

Total Mileage Requested: ~~244~~ 244 \$176.90

Paul Hesche
Signed

4-28-26
Date

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

County of Ionia Request for Per Diem and Mileage

Commissioner Hodges

April 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	4-14		50.00	38	
Commissioners Meeting	4-28		50.00	38	
Special Board Meeting					
Facilities Committee	4-21		50.00	38	
Finance Committee	4-21		50.00	38	
Community Mental Health	4-20		50.00	38	
MSU Extension Council					
Park Advisory Board					
Road Staff Liaison					
West Michigan Regional Planning Comm					
Mental Health	4-27		50.00	38	
Other:					

Total Per Diem Requested: \$300.00

Total Mileage Requested: \$165.30

Dan R. Hodges
Signed

4-28-26
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 Kelley

April 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	4/14	2	50	-	
Commissioners Meeting	4/28	2 3/4	50		
Special Board Meeting					
Road Department Advisory	4/6	1	50	-	
Road Department Advisory					
Facilities Committee	4/21 4/16	1/2	50	-	
Grievance Committee					
Personnel Committee	4/16	1/2	50		
Brownfield Redevelopment Authority					
Eight-CAP Governing Board					
ICEA	4/23		50		
West Michigan Regional Planning Comm					
M-66 Corridor Committee	4/24	1	50		
Other:					
Greater Ionia Development					
Ionia City Brownfield Redevelopment Auth					
Township Officials	4/13	2	50	44	31.90

Total Per Diem Requested: 400.00

Total Mileage Requested: 31.90

Signed Kelley

Date 5/2/2026

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

MAR

2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	3-10		50.00	19.3	14.00
Commissioners Meeting	3-24		50.00	19.3	14.00
Special Board Meeting <i>interviews</i>	3-17		50.00	19.3	14.00
Personnel Committee	3-19		50.00	19.3	14.00
Airport Board	3-10		50.00		0
Airport Zoning Board	3-10		50.00		0
Bargaining Committee					
Board of Public Works					
Lake Board-Jordan Lake	3				
MAC Workers' Comp Board					
Materials Mangement	3-26		50.00	19.3	14.00
Parks Advisory Board	3-11		50.00	19.3	14.00
Other:					
				115.8	

Total Per Diem Requested: 400.00

Total Mileage Requested: 84.00 83.95

Signed Jack Shattuck

Date 4-28

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

april.

2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	4-14		0		
Commissioners Meeting	4-28		50. ⁰⁰	19.3	14. ⁰⁰
Special Board Meeting					
Personnel Committee					
Airport Board					
Airport Zoning Board					
Bargaining Committee					
Board of Public Works					
Lake Board-Jordan Lake					
MAC Workers' Comp Board					
Materials Mangement					
Parks Advisory Board					
Other:					

Total Per Diem Requested: 50.⁰⁰

Total Mileage Requested: 14.⁰⁰

Signed

Jack Shattuck

Date

4-28

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
April 2026

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	4-14-26		50	16	11.00
Commissioners Meeting	4-28-26		50	16	11.00
Special Board Meeting					
Audit Committee					
Finance Committee	4-21-26		50	16	11.00
Facilities Committee	4-21-26		50		
Airport Board	4-14-26		50		
Airport Zoning Board					
ACSET					
Community Correction Advisory Board	4-23-26		50	16	11.00
Long Lake Board					
Mid West Trail Authority					
Other:					
Ronald Township Meeting	4-13-26				

Total Per Diem Requested: \$300

Total Mileage Requested: ~~\$44.00~~ \$16.40

Signed Scott Wirtz

Date 5-11-26

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, MICHIGAN

ORDINANCE NO. ____

AN ORDINANCE ESTABLISHING FEES AND PROCEDURES FOR COUNTY MAP, GIS, AND DIGITAL PARCEL DATA REQUESTS

Background & Purpose

This Ordinance establishes procedures and fees for the provision of maps and GIS data by Ionia County. It is intended to ensure efficient access to public geographic information while allowing the County to recover reasonable administrative and production costs.

Section 1. Authority

Ionia County is authorized to provide public records and establish reasonable fees pursuant to the Michigan Freedom of Information Act (MCL 15.231 et seq.), and other applicable Michigan statutes governing cost recovery for public records and GIS data.

Section 2. Map and Data Requests

All requests for maps and GIS data shall be processed through the designated County office. Requests may include standard maps, custom maps, and digital GIS datasets.

Section 3. Fees

Fees for map and data requests shall be established in Exhibit A attached hereto. Fees are intended to recover costs associated with staff time, materials, and data processing.

Section 4. Administration

The Ionia County Equalization Department shall administer this Ordinance, process requests, collect fees, and ensure delivery of requested products.

Section 5. Fee Schedule Review

The fee schedule set forth in Exhibit A shall be reviewed at least once every five (5) years to determine whether adjustments are necessary to reflect current market conditions and cost recovery needs.

Section 6. Amendments

The County may amend Exhibit A from time to time as necessary.

Section 7. Effective Date

This Ordinance shall take effect upon adoption by the Ionia County Board of Commissioners and publication as required by law.

Section 8. Disclaimer

All maps, geographic information system (GIS) data, and related materials provided by Ionia County are distributed on an “as-is” basis. Ionia County makes no representations or warranties of any kind, express or implied, including but not limited to warranties of accuracy, completeness, reliability, merchantability, or fitness for a particular purpose.

The County does not guarantee that the data is free from errors, omissions, or inaccuracies and shall not be liable for any damages, including but not limited to direct, indirect, incidental, consequential, or special damages arising out of the use of or reliance upon such data.

Any use of the data by the recipient is at their own risk. The recipient acknowledges that the data may not be suitable for all applications and agrees to independently verify its accuracy where appropriate. Distribution of data does not convey any ownership rights or grant permission for resale unless otherwise authorized by the County.

Exhibit A - Map and Data Request Fees

Map Pricing

Standard Maps 24 x 36 in		
	Base Fee	Digital Format (PDF)
County Map	\$ 15.00	Base fee not applicable. \$5 fee charged due to time to process electronic request
City Map	\$ 10.00	
Drains Map	\$ 15.00	
Districts (County Commissioner, County Council, City Council, School, and Voter Precincts)	\$ 15.00	
Zoning	\$ 15.00	
* does not contain aeriels. Additional copies \$4.00		

Standard Maps 11 x 17 in		
	Base Fee	Digital Format (PDF)
County Map	\$ 10.00	Base fee not applicable. \$5 fee charged due to time to process
City Map	\$ 8.00	
* does not contain aeriels. Additional copies \$2.00		

Custom Maps			
Map Size	Base Fee	Additional Copies	Digital Format (PDF)
8.5 x 11 in	\$ 3.00	\$ 1.00	Base fee not applicable. GIS Analysis charges still apply
8.5 x 14 in	\$ 5.00	\$ 1.00	
11 x 17 in	\$ 7.00	\$ 2.00	
18 x 24 in	\$ 15.00	\$ 3.00	
24 x 36 in	\$ 20.00	\$ 4.00	
36 x 48 in	\$ 25.00	\$ 5.00	
Additional Fees			
Aerials:	\$10 per map (hard copies only) for sizes 11" x 17" or larger		
	\$5 per map (hard copies only) for size 8.5" x 11" to 8.5" x 14"		
Without Aerials:	No Fee		
GIS Analysis:*	\$25 per 15 minute Interval		
* GIS Analysis is time taken to build custom map. This includes layer generation, symbology changes, labeling, and formatting.			

Data Request

Data Layers	Description	Price (Data Processing Fee)
Cadastral	Parcels	\$1,000 County Wide or \$0.25 per parcel minimum \$20
Cadastral (Other)	Blocks, Lot Lines, Lot Numbers, Subdivisions	\$300 County wide*
Topography	10' Contours	\$300 County wide*
Transportation	Roads, Addresses	\$300 County wide*
Boundaries	Corporate Limits, County, Townships, Sections	\$300 County wide*
Districts	Council, Commissioner, TIF, School Districts	\$300 County wide*
Planning	Zoning	\$300 County Wide or Township*
Election	Precincts	\$300 County wide*
Aeriels	Latest year of county aeriels.	\$5,000 County Wide \$50 per USPLS section
*Only offered for entire county. Not subject to change		

REASONABLE FEE STRUCTURE FOR BSA DATA EXPORTS		
Media	Description	Public
Digital Data	Countywide Data Export (Full County)	\$1,000 per Year

Disclaimer:	Copyright, County of Ionia, 2026. All Rights Reserved. All information is provided "as-is". The County of Ionia makes no warranties of any kind, including, but not limited to warranties of accuracy, fitness for a particular use or of a recipient's right of use.
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Property Assessed Clean Energy (PACE)

Mary Freeman, Lean & Green Michigan



1



**Lean & Green
Michigan created
and runs
Michigan's PACE
market**

We pioneered the idea of a uniform statewide PACE market that is privately run, efficient and open to all

Lean & Green Michigan:

Creates and administers the program for each participating local government

Connects commercial property owners, private lenders and local contractors

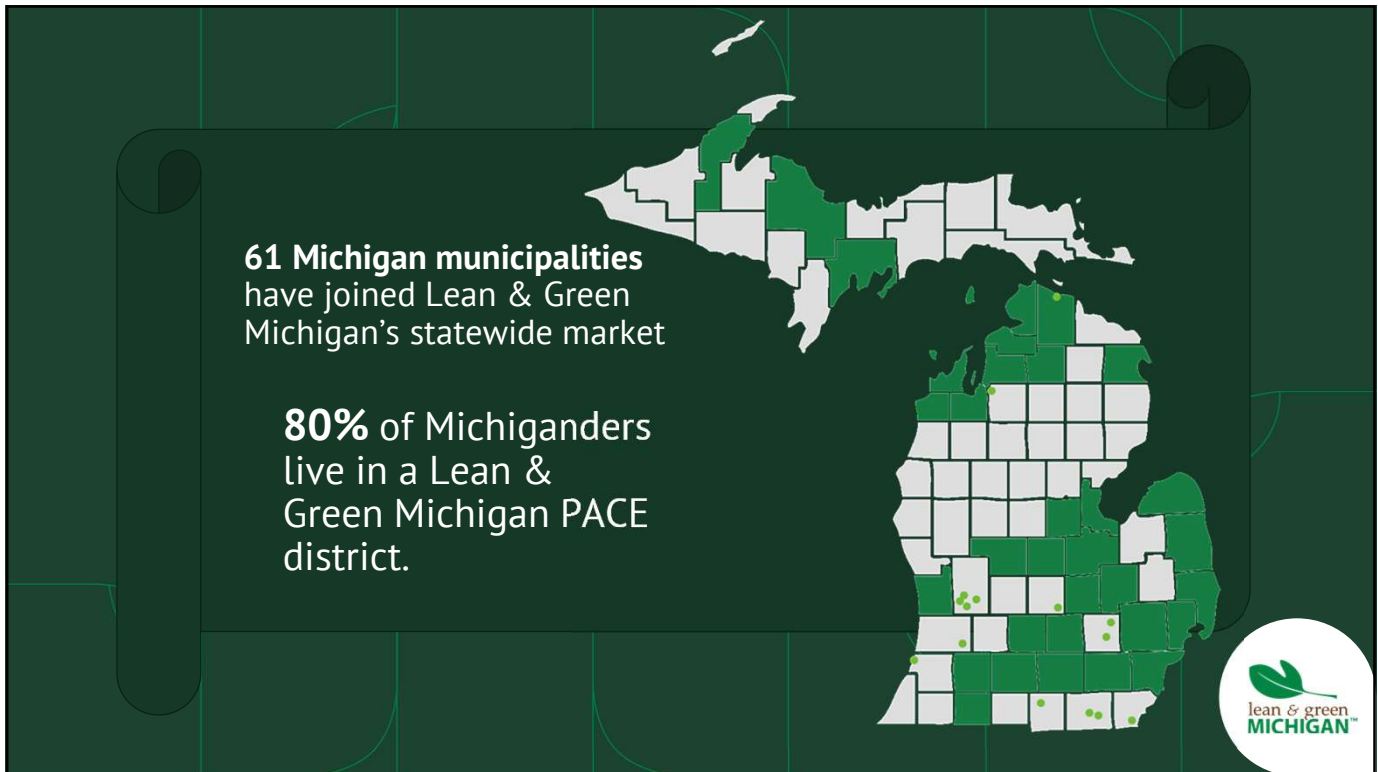
Sees projects through from beginning to end

There is **no cost** to local governments

Earns money only on successfully closed projects - and our **fee is rolled into the loan**



2



3

**Eligible
Properties**

PACE financing in Michigan is limited to **privately owned** industrial, agricultural, or commercial properties.

- Retail
- Office
- Hospitality
- Nonprofits
- Multi-family housing with four or more units
- Senior living facilities
- Mixed-use

lean & green
MICHIGAN™

4

Benefits of PACE (a true win-win-win!)



Funding Brings in private capital for energy & water efficiency, renewable energy and enviro. hazard mitigation

Fixed Interest Rates Property owners get 100% up-front financing and long-term fixed interest rates (up to 25 yrs)

Lending Security PACE lenders get the security of a property lien created by the special assessment

Property Improvement Helps make property efficient and cost-effective for all situations: retrofits, gut rehabs & new construction

Increased Property Value Results in increased business profitability and property values, as well as improved sustainability of the real estate asset

New High Quality Jobs created for local workers



5

Eligible Improvements



Energy Efficiency: lighting, HVAC, windows, insulation, roofing, caulking, EV charging



Water Efficiency: stormwater recapture, low flow toilets / sinks / shower heads, greywater systems



Renewable Energy: biomass, solar or solar thermal systems, wind energy, geothermal, CHP

Environmental Hazards: mitigation of lead, PFAS and other harmful substances in drinking water and protection against effects of severe weather such as drought and flood

Anaerobic Digester Energy Systems: systems to capture methane gas



6



PACE as Part of a Capital Stack

PACE works in almost any complex capital stack with:

- *Utility Rebates*
- *Traditional Bank Finance*
- *Historic Tax Credits*
- *Brownfield TIF*
- *Solar Tax Credits*
- *USDA-Backed Loans*
- *HUD-Backed Housing*
- *Economic Development Incentives*



7

STATEWIDE MARKET DATA



89
PACE projects financed



\$312 million
Private investment

LEAN & GREEN IMPACT	
kWh of Electricity Savings	716,809,691
Metric Tons of CO2 Savings	1,220,148
Gallons of Water Saved	857,530,252
Money Saved	\$342,000,000
Jobs Created	3,549



8



The Dexter Hotel

Antrim County

\$1,896,000 Financed in PACE



9



Stellar Residence Inn

Grand Traverse County

\$5,307,803 Financed in PACE



10



Family Church Grace Chapel

Ottawa County

\$2,000,000 Financed in PACE



11



The Samaritan Center, Wayne County

Total Savings: \$8,209,250

Energy Conservation Measures:

- HVAC
- LED Lighting
- Water Systems
- Chillers and Boilers
- Elevators

Project Term: 25 years

\$3,268,000 Financed in PACE



12

IONIA COUNTY, MICHIGAN



PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Michigan Public Act No. 270 of 2010. Additional information is available from Ionia County. The PACE Program and PACE Program Report were approved by the Board of Commissioners on [DATE], by Resolution [#], subsequent to a public hearing held on [DATE].

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INTRODUCTION

Michigan Public Act No. 270 of 2010, as amended (“the PACE Statute”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in Ionia County (the County), the Board of Commissioners established the Ionia County Property Assessed Clean Energy Program and PACE district pursuant to the PACE Statute by joining Lean & Green Michigan™ (the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance PACE Projects within the County PACE district, which is coterminous with the County’s jurisdictional boundaries.

The purpose of this PACE Program Report is to fulfill the requirements of the PACE Statute. Section 9 of the PACE Statute requires a report that includes: a form of contract between the County and the record owner; identification of an official authorized to enter into program contracts on behalf of the County; a maximum aggregate amount for financing provided by the County under the program; an application process and eligibility requirements; methods for determining repayment periods, the maximum amount of assessment, and interest rates on assessment installments; an explanation of how assessments will be made and collected; a plan for raising capital; procedures to determine information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the project; a requirement of an appropriate ratio of the amount of the assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audit or energy modeling, ongoing savings measurements and performance guarantees for retrofit projects over \$250,000 in assessments unless waived by the property owner; for new construction energy projects, a requirement that the building or other structure exceed applicable requirements of the Michigan uniform energy code.

As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model contract may be required to fit a particular transaction. Additionally, there are several blanks left in the model contract that should be filled in when the corresponding information is known.

Lean & Green Michigan, LLC (“LAGM”) developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state have joined or are in the process of joining the Lean & Green Michigan™ PACE program. This approach creates one efficient statewide market, allowing property owners, lenders and contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

IONIA COUNTY PACE PROGRAM REPORT

1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects to be financed through the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator

The [**AUTHORIZED OFFICIAL TITLE**] or his/her designee, (the “Authorized Official”) is authorized to enter into PACE Contracts or PACE Special Assessment Agreements on behalf of the County in consultation with LAGM. The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

In joining Lean & Green Michigan™, the County agrees to have LAGM act as PACE administrator and manage the County’s PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining financing.

3. Financing Parameters

In establishing its PACE district, the County intends for Projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by the County shall be zero dollars. The maximum aggregate dollar amount for financing provided by the County may be adjusted and/or amended on an annual basis or more frequently by the Board of Commissioners and will remain at zero dollars unless and until it is changed.

The County shall not provide any financing for Projects under the County's PACE Program. The County's PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by the County under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular Project will be established by the property owner seeking to implement and the commercial lender seeking to finance the implementation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects; as approved by LAGM and the Authorized Official.

4. Application Process/Eligibility Requirements

Application Process:

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

Eligibility Requirements:

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

5. Financing Terms of Assessments

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the Project financed by the assessment or 30 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific renewable energy systems, energy efficiency improvements, and environmental hazard projects included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the Project, by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the renewable energy systems, energy efficiency improvements, water usage improvement, or environmental hazard projects.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official, or appropriate official, on behalf of the County and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official, or appropriate official, on behalf of the County without objection by the property owner, will be finally established against the property and the Project to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and delivery of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in annual or semi-annual installments pursuant to Section 13(2) of the

PACE Statute. The Authorized Official, on behalf of the County, will confirm the Special Assessment Roll.

The Ionia County Delinquent Tax Revolving Fund (“DTRF”) shall not be used to advance, satisfy, or pay any delinquent installment of the PACE special assessment, and no County funds will be used to repay any PACE special assessment placed under this program. The commercial lender will waive any claim to be able to seek payment from the County through the DTRF in the PACE Special Assessment Agreement.

7. Financing Program

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, the County helps its constituent property owners gain access to private capital made available through the statewide program. The County authorizes the use of owner-arranged financing from commercial lenders to finance qualified Projects under the Program.

8. Reserve Fund

By participating in the Lean & Green Michigan™ program, the County assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by the County.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the project(s) and financing mechanism(s) involved. A copy of the current LAGM administration and program fees is published by LAGM in its PACE Program Manual available upon request and at LAGM’s website.

10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 30 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements, renewable energy systems, or environmental hazard improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement’s dollar cost.

11. Property Eligibility Parameters

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the “as stabilized” value of the property.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the Project (excluding closing costs and interest) shall generally not exceed 30% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property to the market value of the property, prior debt secured by the property plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

12. Mortgage Consent Requirement

If a property is subject to a mortgage, the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining Lean & Green Michigan™, the County gains access to this program and agrees to partner with LAGM in educating property owners in the County about opportunities to save energy, save money and improve their property value. The County authorizes the use of the County’s logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM’s website: www.leanandgreenmi.com; or at the County’s website at <https://ioniacounty.org/>

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- Business integrity review on clean energy contractors conducted by Michigan Saves;

- Background check process on clean energy contractors conducted by Michigan Saves; and
- Other general due diligence as may be necessary or required.

15. Energy Audit or Energy Modeling Requirement

As set forth in the PACE Program Application, a baseline energy audit or energy modeling must be completed before a Project is approved. Each contract should provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Savings-to-Investment Ratio and Savings Guarantee Requirements

Unless waived by the record owner, Projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

This requirement may be waived by the record owner and is not applicable to a new construction energy project.

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM may amend the County PACE program as necessary from time to time.

APPENDIX A
SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING PURPOSES

PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)

by and among

IONIA COUNTY, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

Ionian County PACE Special Assessment Agreement

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Ionia County PACE Special Assessment Agreement

PACE SPECIAL ASSESSMENT AGREEMENT **(OWNER-ARRANGED FINANCING)**

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made this [DATE] among Ionia County, a Michigan County corporation (the “County”), whose address is 101 West Main St. Ionia, MI 48846, [PROPERTY OWNER], a Michigan limited liability company (the “Property Owner”), whose address is [ADDRESS], and [PACE LENDER], a Michigan limited liability company (the “Lender”), whose address is [ADDRESS].

RECITALS:

A. Pursuant to the PACE Statute and a resolution adopted by the Ionia Board of Commissioners on [DATE], the County has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Project on the property.

B. Under the PACE Statute, the County is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Project in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake a certain Project on commercial, industrial, or agricultural property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the County enter into this Agreement to impose a special assessment on the property to be benefitted by the Projects, in accordance with the PACE Statute, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to the PACE Statute and the PACE Program, the County is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the County, the Property Owner and the Lender agree that:

Ionian County PACE Special Assessment Agreement

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement and Recitals shall have the meanings stated in the PACE Statute and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) **“Agreement”** means this PACE Special Assessment Agreement as same may be amended and/or restated.

(b) **“Applicable Interest Rate”** means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(c) **“Authorized Official”** means the [Authorized Official Title], or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(d) **“Default Rate”** means the rates dictated for cities by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(e) **“Energy Efficiency Improvement”** means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Ionia County.

(f) **“Energy Project”** means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.

(g) **“Event of Default”** has the meaning set forth in Section 7.01 hereof.

(h) **“Environmental Hazard Project”** means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following:

Ionia County PACE Special Assessment Agreement

mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

(i) **“Force Majeure”** means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) **“General Property Tax Act”** means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) **“Improvements”** means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) **“LAGM”** shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) **“Lean & Green Michigan™”** means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(n) **“Lender”** has the meaning set forth in the preamble.

(o) **“Loan”** means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(p) **“Loan Documents”** means the Loan Agreement, dated as of [DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) **“Owner-Arranged Financing”** means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the County.

(r) **“PACE Program”** shall mean the property assessed clean energy program implemented by the County pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

Ionia County PACE Special Assessment Agreement

(s) **“PACE Program Report”** means the Lean & Green Michigan™ PACE Program Report approved by the Ionia Board of Commissioners on [DATE], including any amendments or changes thereto made before the date of this Agreement.

(t) **“PACE Statute”** means Act 270 of the Michigan Public Acts of 2010, as amended, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(u) **“Payment Schedule”** has the meaning set forth in Section 4.01 hereof.

(v) **“Project”** means an Environmental Hazard Project or Energy Project.

(w) **“Property Owner”** has the meaning set forth in the preamble.

(x) **“Renewable Energy System”** means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy System includes a biomass stove but does not include an incinerator or digester.

(y) **“Special Assessment”** means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in the PACE Statute until such amounts have been paid in full.

(z) **“Special Assessment District”** means the Special Assessment District established as part of the PACE Program pursuant to the PACE Statute.

(aa) **“Special Assessment Parcel”** means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the County and which is more particularly described on the attached **Appendix B**.

(bb) **“Special Assessment Roll”** has the meaning set forth in Section 4.01 hereof.

ARTICLE II DESCRIPTION OF IMPROVEMENTS

Section 2.01 Description of Improvements. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

Ionia County PACE Special Assessment Agreement

ARTICLE III COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the County makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the County or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

ARTICLE IV PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, the County hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the County finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the County on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

Ionia County PACE Special Assessment Agreement

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the “Payment Schedule”). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the County. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any “event of default” under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such “event of default” under the Loan Documents exists and is continuing. The County, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender’s determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the County shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the County may conclusively rely upon the Lender’s determinations thereof for the purpose of exercising and discharging all of the County’s rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the County of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the County may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the County hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the County, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of

Ionia County PACE Special Assessment Agreement

the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the County; (ii) the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the County of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the County shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the County's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the County.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds for Ionia County, State of Michigan.

Ionian County PACE Special Assessment Agreement

(d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the County.

(e) The County agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by the County of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the County for County taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the County, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the County from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the County to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the County to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the County or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Ionia County PACE Special Assessment Agreement

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the County, at the time and in the amount required by Section 4.01 hereof (a “Payment Default”), the Lender shall, within thirty (30) days following the date such sums were due and payable (the “Payment Default Date”), deliver written notice to the County stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the “Payment Default Amount”); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the County shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the County taxes under the General Property Tax Act and the ordinances of the County. The County may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the County shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the County in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The County shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the County pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the County of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the County shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The County hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the County from the County Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the County from the County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the County advance to the Lender the amount of any unpaid Payment Default Amount, and the County shall be obligated to pay over to the Lender only such sums as are actually received by the County Treasurer as collections of any Payment Default Amount.

Ionida County PACE Special Assessment Agreement

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the County or the General Property Tax Act, by Ionida County, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to Ionida County, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

(d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Ionida County Delinquent Tax Revolving Fund ("DTRF"), or any subsequent City or County fund which may replace the DTRF, or any other City or County funds.

Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days' written notice to the Lender and the County, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the County that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the County shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

Section 4.08 County or County Treasurer Becoming Owner of the Special Assessment Parcel. In the event that the County Treasurer takes ownership of the Special Assessment Parcel by operation of law, the County Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the County Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees or other charges, are required to be paid or will be accrued by the County Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the County Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and

Ionia County PACE Special Assessment Agreement

payable by any person or entity who purchases the Special Assessment Parcel from the County Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the County's Obligations.

The obligations of the County under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the County, unless waived in writing by the County:

(a) The County, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner or the County is a party, or shall be threatened in writing against the Property Owner or the County, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the County to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the County to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the County's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A.**

Ionia County PACE Special Assessment Agreement

(f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the County.

The County represents and warrants to the Property Owner that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the County, and this Agreement complies with the PACE Statute and constitutes a valid and binding agreement of the County, enforceable against the County in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the County is subject, or any agreement to which the County is a party or by which the County is bound, or any order or decree of any court or governmental entity by which the County is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

Section 6.02 Representations and Warranties of the Property Owner.

The Property Owner represents and warrants to the County and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

Ionia County PACE Special Assessment Agreement

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the County, and Property Owner agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the County that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the County, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the County with respect to the Property Owner.

Ionia County PACE Special Assessment Agreement

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the County, and Lender agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

ARTICLE VII DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the County, an "Event of Default" shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the County, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the County and any costs incurred by the County in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the County shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

Section 7.03 The County Default. If the County shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the County from the Property Owner or the Lender, a "County Default" shall be deemed to have occurred under this Agreement.

Section 7.04 Remedy for County Default. Upon the occurrence of a County Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the County, including any costs or fees (including attorneys' fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the

Ionian County PACE Special Assessment Agreement

occurrence of a County Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a County Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

Section 7.05 Waiver. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Term. Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

Section 8.02 Assignment.

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however*, that any such assignment shall be made only in accordance with applicable law; *and provided further, however*, that no such assignment shall be effective unless the County shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the “Lender” for all purposes of this Agreement.

Section 8.03 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

Ionia County PACE Special Assessment Agreement

If to the County:	Ionia County 101 West Main St. Ionia, MI 48846 Attn: [Authorized Official name and title]
With a copy to:	Ionia County PACE Administrator Lean & Green Michigan 950 Selden Street, Suite 275 Detroit, MI 48201
If to the Property Owner:	PROPERTY OWNER ADDRESS
With a copy to:	PACE LENDER ADDRESS
With a copy to:	Ionia County PACE Administrator Lean & Green Michigan 950 Selden Street, Suite 275 Detroit, MI 48201
If to the Lender:	PACE LENDER ADDRESS
With a copy to:	Ionia County PACE Administrator Lean & Green Michigan 950 Selden Street, Suite 275 Detroit, MI 48201

Section 8.04 Amendment and Waiver No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.05 Entire Agreement. This Agreement constitutes the entire agreement between the County, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the County, on the one hand, and the Lender or the Property Owner, on the other hand.

Section 8.06 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Ionia County PACE Special Assessment Agreement

Section 8.07 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.08 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

Section 8.11 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

Section 8.12 Severability. If any provision of this agreement or the application to any person or circumstance is, determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

Ionia County PACE Special Assessment Agreement

IN WITNESS WHEREOF, the COUNTY, PROPERTY OWNER, and PACE LENDER have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed:

PROPERTY OWNER

By: _____

Signature of:

Its:

Witnessed:

COUNTY

By: _____

Signature of:

Its: AUTHORIZED OFFICIAL

By: _____

Signature of:

Its: AUTHORIZED OFFICIAL

Witnessed:

PACE LENDER

By: Its:

Signature of:

Ionia County PACE Special Assessment Agreement

State of Michigan)
) ss
County)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by
_____ the Authorized Signatory of _____ on behalf
of _____.

Notary Public
_____, Michigan
My Commission expires _____

State of Michigan)
) ss
County)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by
[COUNTY AUTHORIZED OFFICIAL] on behalf of County.

Notary Public
_____, Michigan
My Commission expires _____

State of _____)
County of _____)

The foregoing instrument was acknowledged before me this number day of month, 202_, by
PACE LENDER OFFICIAL the Authorized Signatory of PACE LENDER, on behalf of PACE
LENDER.

Notary Public
_____, Michigan
My Commission expires _____

Ionia County PACE Special Assessment Agreement

APPENDIX A **PROGRAM ELIGIBILITY CHECKLIST**

Property is privately owned commercial, industrial, agricultural or multifamily residential with 4 or more dwelling units, real property within the County's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 30 years. Projects that consist of multiple energy projects or environmental hazard projects with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit or energy modeling must be conducted for the Project on property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). The performance guarantee must meet the standards set by LAGM, and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to new construction energy project. MCL 460.939(p).

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APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCR:

Ionia County PACE Special Assessment Agreement

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

City:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment roll created for the PACE project referenced in this document in the applicable county, city, village, or applicable entity in the State of Michigan, subject to payment of the special assessment as outlined in Appendix D of this document.

Dated

Ionia County PACE Special Assessment Agreement

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

Ionia County PACE Special Assessment Agreement

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

Ionian County PACE Special Assessment Agreement

APPENDIX F

PACE Program Application

Property and Property Owner Information

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)

Parcel #: _____

Address: _____

Owner: _____

2. **Property Type** (double-click to check all that apply)

☐ **Agricultural**

☐ **Commercial** (including multifamily with 4 or more units)

• Type of commercial property - _____

☐ **Industrial**

☐ **Nonprofit**

3. **Property Record Owner(s) Contact Information**

Property Owner/Company Name: _____

Signatory Name: _____

Address: _____

E-mail Address: _____

Telephone Number: _____

4. **Property Owner(s) Type**

☐ Individual

☐ LLP

☐ LLC

☐ Corporation

☐ 501(c)3

☐ Other _____

5. **Property Valuation**

State Equalized Value (SEV): \$ _____

Date of SEV: _____

Valuation (per Appraisal): \$ _____

Date of Appraisal: _____

6. **Existing Liens Against Property** (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____

Total Dollar Amount of Liens Against Property: \$ _____

7. **Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	\$ _____	_____
Additional Debt on Property	\$ _____	_____

Ionian County PACE Special Assessment Agreement

- a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

Project Information

1. **PACE Project Developer** (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____
Other Contractors: _____

2. **Overall Project Cost:** _____

3. **Savings to Investment Ratio*** (as provided in Savings Guarantee)

3a. Year 1: _____
3b. Overall: _____
3c. Waived _____

4. **Useful Life of Project Measures:** _____ years

5. **User ID for Energy Star Portfolio Manager** (for property): _____

PACE Loan Details

1. **PACE Lender/Capital Provider** (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____

2. **Requested Assessment Amount**

Project Cost:	\$ _____
Energy Audit or Model	\$ _____
Engineering/Architect Plans	\$ _____
Building Permit Fees	\$ _____
Other (Please explain)	\$ _____
Total Assessment Amount:	\$ _____ (Total of all lines above)

3. **Requested Assessment Repayment Period:** _____ years

4. **Interest Rate Offered by Lender:** _____ %

Ionía County PACE Special Assessment Agreement

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“**Assignment**”), dated effective as of date, (the “**Effective Date**”), is made by [LENDER] (“**Assignor**”) to _____ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of [PAYMENT AMOUNT], the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, Property Owner, and _____ (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from Property Owner attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

Ionia County PACE Special Assessment Agreement

(Name)

(Address)

(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

[LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

Ionía County PACE Special Assessment Agreement

APPENDIX H

FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in Ionía County, Michigan, PACE Program

This acknowledgement is granted date, 20__, by Name of Mortgage Holder (the “Lender”), and for the benefit of PROPERTY OWNER (the “Property Owner”), and Ionía County in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, the County established the County Property Assessed Clean Energy (“PACE”) Program on date, 20__, by resolution, to promote installation of energy projects and/or environmental hazard projects.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated _____, 20__, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on _____, 20__ at _____, Page _____, Ionía County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Ionía County, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner’s participation in the County PACE Program and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the County PACE Program.

Ionia County PACE Special Assessment Agreement

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN

COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, on behalf of _____.

_____, Notary Public

County, State of _____

Acting in _____ County

My Commission Expires:

Ionia County PACE Special Assessment Agreement

APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings ("Waiver") is acknowledged on this ____ day of ____, 20__ by [Property OWNER]

Recitals

- A. Pursuant to Public Act No. 270 of 2010, as amended, Ionia County established the Ionia County PACE Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.
- B. The Property Owner has elected to participate in this program and plans to enter into a Special Assessment Agreement with Ionia County and [LENDER] for the purpose of financing the installation of [IMPROVEMENTS] on its property.
- C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.
- D. The Property Owner has elected to waive this requirement.

IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

[PROPERTY OWNER]

By:

Its:

State of Michigan)
) ss
_____ County)

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by _____ the _____ of _____ on behalf of _____.

Notary Public

_____ County, Michigan

My commission expires _____

RESOLUTION

XX-XXX IONIA COUNTY, MICHIGAN

RESOLUTION OF INTENT TO ESTABLISH A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND CALLING PUBLIC HEARING

Minutes of a regular meeting of the Ionia County Board of Commissioners (“Commission”), Michigan, held at 101 West Main St. Ionia, MI 48846 on [DATE] at [TIME].

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, the Commission intends to authorize the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), to promote the installation of energy efficiency improvements, water usage improvements, renewable energy systems and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

WHEREAS, the Commission intends to find that financing energy and environmental hazard projects is a valid public purpose, because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the County; and

WHEREAS, the types of projects, either energy efficiency improvements renewable energy systems or mitigation of environmental hazards that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Commission; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate

electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; anaerobic digester, geothermal energy and methane gas captured from a landfill; Environmental hazard projects include the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to measures to do any of the following:

- (i) Mitigate lead, heavy metal, or PFAS contamination in potable water systems.
- (ii) Mitigate the effects of floods or drought.
- (iii) Increase the resistance of property against severe weather.
- (iv) Mitigate lead paint contamination, and

WHEREAS, the Commission intends to create PACE districts from time to time based on applications from specific eligible properties; and

WHEREAS, the Commission intends to join Lean & Green Michigan™, and intends to utilize Lean & Green Michigan, LLC as PACE administrator (the “PACE Administrator”) to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of Act 270 (the “PACE Report”) shall be available on the County’s website <https://ioniacounty.org/> and shall be available for viewing at the office of the County Clerk located at 101 West Main St. Ionia, MI 48846.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Commission, being fully apprised of the PACE Program, finds that financing energy and environmental hazard projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the County.
2. The Commission, by adoption of this Resolution, formally states its intention to establish a PACE district, including the addition, from time to time, of certain eligible properties, based on applications from such properties and a PACE Program as described in and for the reasons set forth in this Resolution.
3. The Commission formally states its intention to provide a property owner based method of financing and funds for energy projects from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed, or used in connection with any project as required by and subject to Act 270.
4. The Commission, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as PACE Administrator.

5. The Commission hereby sets a public hearing for [DATE] at [TIME] at 101 West Main St. Ionia, MI 48846 to receive comments on the proposed PACE Program, including the PACE Program Report.
6. The Clerk is authorized and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution publicized in accordance with local government public hearing announcement norms. The County Clerk shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on the County's website in accordance with the requirements of Act 270.
7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS: Members _____

NAYS: Members _____

ABSENT: Members _____

RESOLUTION DECLARED ADOPTED.

Greg Geiger, Clerk
Ionia County

The foregoing is a true and complete copy of a resolution adopted by the County Commissioners at a regular meeting held on [DATE] notice of which was given pursuant to the Michigan Open Meetings Act, Public Act 267 of 1976.

Greg Geiger, Clerk
Ionia County

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

Body Scanner Purchase
5/26/2026

CONTACT:

Sheriff Charlie Noll

DESCRIPTION:

Request to purchase new body scanner for jail.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

[Click here to enter text.](#)

FINANCIAL ANALYSIS:

We have been awarded funding of \$50,000.00 from MMRMA and have \$25,000.00 from Inmate Calling Solutions. We have three quotes from various companies for three different scanners but are interested in the Tek84 Intercept Whole Body Security Scanning System at a cost of \$142,500.00. This leaves approximately \$67,500 cost to the county to be paid from Medical Marijuana, Heroin Task Force, or Jail Improvement fund since it could be moved to a future new facility.

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

5/26/26 Board Meeting

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Ionias County Board of Commissioners authorize the use of county funds to cover the balance of the scanner after grants.

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends approval of this request.

AMENDMENT No. 1 to the INMATE TELEPHONE SERVICE AGREEMENT

This Amendment No. 1 to the Inmate Telephone Services Agreement with its original Cutover Date of 9/13/2017 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Ionia County, Michigan**. Whereas, the parties agree as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. The current Term of the Agreement is hereby extended to be through 9/12/2027. Thereafter, the optional renewal terms set forth in Section 1 of the Agreement shall continue to apply.
3. Exhibit B to the Agreement is hereby amended to add the following:
 - **THE BRIDGE 8™ Inmate Tablets, including:**
 - 55 inmate tablets with 8" screens
 - Inmate email/text/photo messaging
 - Electronic delivery of scanned postal mail
 - Inmate Calling app; secure inmate calling through ICS' ENFORCER platform; standard usage rates and security controls apply
 - Educational content, including FREE and UNLIMITED access to Edovo Core
 - Religious materials
 - Job search
 - Interface to the County's digital law library service
 - Grievance reporting + appointment request
 - Commissary ordering + balance checking
 - Paid entertainment content
 - Turnkey installation including all hardware, software, & wireless charging stations
 - Off-Site Mail scanning, with delivery via the Tablets
 - Word Detector™ phonetic keyword search application
4. Exhibit C to the Agreement is hereby amended to add the following:

Other Service Fees (commissionable, see Exhibit D):

Remote Video Visitation (per session up to 30 minutes) ...	\$7.00
Email Message/photo (per message)	\$0.25
Video Messaging (per message)	\$0.35
Entertainment Streaming (per minute)	\$0.05

5. The first paragraph of Exhibit D to the Agreement is hereby amended to read as follows:

ICS shall pay to County a Commission of 70.1% of the Adjusted Call Revenue for all call types generated from County's Service Locations. For purposes of the foregoing, "Adjusted Call Revenue" shall mean the gross call revenue less an offset of \$0.25 per call (the "Offset Amount") which shall be withheld by ICS to reimburse its capital outlay for the additional Equipment provided hereunder. After 36 months, the Offset Amount shall be

eliminated and, thereafter, the Commission rate shall be applied to the full gross call revenue. ICS shall also pay County a Commission of 50% on any fees collected with respect to Remote Video Visitation. Additionally, ICS shall pay to County a Commission of 50% of any service fees collected with respect to Remote Video Visitation services and 25% of any service fees collected with respect to Email Messaging Video Messaging and Entertainment Streaming services.

6. Within ten (10) days of full execution of this Amendment No. 1, ICS shall make available to County a 'Technology Grant' in the amount of \$25,000 which may be used to reimburse County, or to pay on County's behalf, for any supportive technology deemed applicable in County's reasonable discretion.

7. Except as amended herein, the Agreement shall remain in full force and effect. IN WITNESS

WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

Inmate Calling Solutions, LLC
d/b/a ICSolutions


(Signature)

Mike Kennedy
(Printed Name)

VP Sales & Marketing
(Title)

03/07/2023,
(Date)

Ionia County, Michigan


(Signature)

Charlie Hull
(Printed Name)

Sheriff
(Title)

12-7-22
(Date)



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

May 13, 2026

Andrew Dinehart
Ionia County
133 E. Adams St
Ionia, MI 48846

RE: Grant Funding – Requirements for Reimbursement

Dear Mr. Dinehart,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Body Scanner project was approved. The Membership Committee authorized 1/3 funding up to a maximum of \$50,000 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon verification received from Ionia County of their payment of the project in full. Documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Additional details on documentation requirements for payment of grant funds are attached/included with this correspondence. Please pay close attention to the requirements as some of them have recently changed. MMRMA will make every effort to assist in this process. Please contact grants@mmrma.org with any questions.

Payment of RAP/CAP funds is contingent upon Ionia County remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 11/30/2026.**

Sincerely,

Cara L Ceci

Cara Ceci, ARM, CPCU
Member Resources Manager

CC/sp

cc: Chad Shaw
Ibex Insurance Services



Quote

February 12, 2026

Quote #1894 - 1

Captain Andrew Dinehart
Ionia County Sheriff's Office
133 Adams Street
Ionia, MI 48846
adinehart@ioniacounty.org

Please see the quotation below for the Tek84 Intercept Body Scanner. The scanner includes all that is listed below as well as (1) built in camera to include a photo of the subject with each scan (2) Your agency's logo on the scanner, kiosk, and each exported image. (3) Training by an ARRT-certified radiology medical professional on the use of the product, required radiation training and expert training on reading the scan results. (4) A one-time upload of Subject data—an upload of a current list of subjects - both current and previously in your facility (5) 1 Year warranty parts and labor

Qty	Part Number	Description	Net Each	Ext. Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System Made in the USA Variable Scanning Dosage from 0.25 uSv to 8.0 uSv < 4 Second Scan Time 34" X 72" X 90" (79" top removed) foot print 6 scan filters - high resolution, 3-D, & detail with invert 16 million Grey Scale Levels 110 V/60hz. 160 kVA 1 million image storage capacity Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor	\$ 139,000.00	\$ 139,000.00
1	INSTALL	Install, configure, calibrate and test Intercept and kiosk station	Included	
1	INT-Training	Up to 2.5 days Formal, classroom, on-site	Included	
1	INT-WARRANTY	Initial One (1) Year Parts and Labor on Entire System from Time of Delivery with one (1) PM and Radiation Survey	Included	
1	INT-Shipping	Freight from San Diego, CA to Ionia, MI 48846	\$ 3,500.00	\$ 3,500.00
Optional Items:				
0	SSD-020-1021	TekNet, digital storage of images and track accumulative dosages	\$ 7,500.00	\$ -
0	INT-13450	Per Intercept TekNet connection up to 10 Intercepts	Included	
0	SSD-020-1100	Intercept Manager Software Application to remotely review images	\$ 2,000.00	\$ -
0		Intercept Manager Application Annual License fee	\$ 400.00	\$ -
0		TekNet Annual Fee	\$ 1,500.00	\$ -
0	SSD-018-9950	Thermal Scanner, touchless and records temperature	\$ 20,000.00	\$ -
0	SSD-020-1150	Desktop PC with Intercept Manager software installed	\$ 5,875.00	\$ -
0	SSD-017-9706	Wall mounted touchscreen monitor	\$ 2,500.00	\$ -
0	INT-EXT-WAR	Years of Additional Warranty Starting Month 13**	\$ 8,900.00	\$ -

Total \$ 142,500.00

****Special offer with initial purchase, otherwise current market price after delivery.**

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 Terms and conditions available at www.Tek84.com.

This quote will expire on: 04/13/26

Incoterm DAP

Terms: Net 30

Taxes: Circle one Exemption certificate attached Tax rate provided here:

*if taxes apply, please request updated quote

Accepted By:

Prepared by:

Printed Name and Title: _____ Alejandra Liscano, Strategic Account Manager

Authorized Signature _____

Date _____ 2/12/2026



Intercept



The #1 Selling High-Security X-ray Body Scanning System in the United States

- ✓ X-ray dose less than 1% of medical exam
- ✓ Patented technology for clear, distortion-free images
- ✓ Smallest footprint (3' x 6'). Easy to install, relocatable
- ✓ Photo ID link for evidentiary support
- ✓ Training by ARRT-certified radiology professionals
- ✓ Integrated Thermal Scanner option
- ✓ Ask us about federal and other grant funding

X-ray Body Scanning Solution for Contraband Detection Creates Safer Environments for All

Tek84 Intercept® is the most advanced x-ray body scanning system for the detection of weapons, drugs, cellphones, and other contraband in seconds. Intercept helps create safer environments for people who live or work inside correctional facilities and other high-security venues.

Patented technology, compact size, ease of operation, training and service, and data management features make Intercept the x-ray scanning system of choice for law enforcement, corrections, and security professionals.

- Detects metallic and nonmetallic threats concealed under clothing and within body cavities in 3.8 seconds.
- Ultra-low-dose x-ray scanning safely creates sharp, clear images.
- Deployed in local, state, and federal correctional facilities in nearly all 50 states and internationally.
- U.S. local, state, and federal funding available through several federal grant programs.
- The only x-ray body scanning system for law enforcement made in the USA.

Scientifically Proven Safe

Intercept meets the highest safety standards for both operators and subjects. It operates with ultra-low amounts of radiation, as low as 1% of the dose used in medical x-ray exams. Intercept meets federal standards for body scanner radiation safety established by the American National Standards Institute (ANSI N43-17).



(858) 676-5382

www.Tek84.com

13495 Gregg Street | Poway, CA 92064

Additional Intercept Safety Features:

- Multiple scan techniques provide choice and flexibility for specific scanning and security requirements.
- A three- by six-foot exclusion or safety zone – equal to the Intercept footprint – where operators and staff are prohibited during scanning for radiation safety. Intercept has the smallest operational footprint in the industry. The safety zone is tested 3-4 inches from the machine skins.
- TekNet, a secure database management tool for digital storage of subject information, scanning records, and up to 100 million images. It documents the annual radiation exposure for each subject in compliance with ANSI N43-17. It is an additional option primarily used for connecting multiple scanners in a grid-like manner.

Breakthrough Technology: Clear, Distortion-free Images

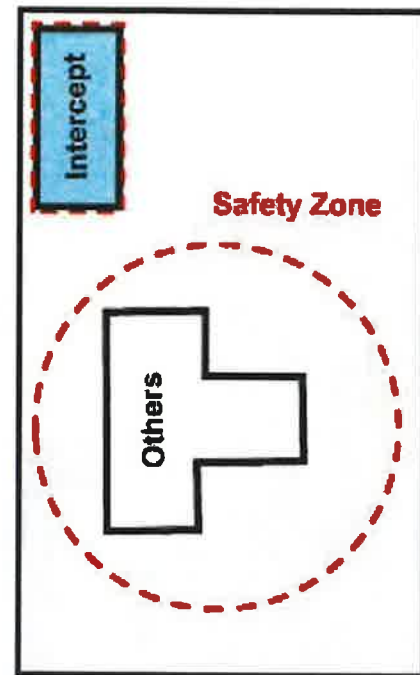
Intercept's patented technology renders the highest quality scans with minimal radiation and image distortion. Intercept looks through the body horizontally, the shortest path, with a mobile scanning beam that starts below the feet and moves vertically above the head. The required beam length is about 11 inches for most subjects, nearly half the length of stationary, fixed-angle beam scanners.

- Three scan filters – high-resolution, three-dimensional, and detail – provide analytical tools for identifying anomalies and minimizing false positives.
- An optional Mask Setting blurs faces and genitals to protect privacy in accordance with the U.S. Prison Rape Elimination Act.

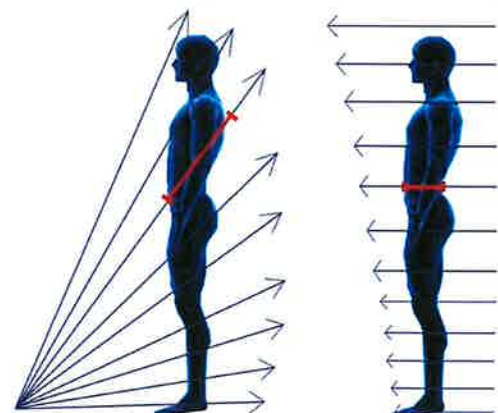
Superior Design Makes Scanning Fast, Simple

Superior design combines advanced scanning technology with ease of operation for quick scanning, which is essential in high-risk environments.

- Subjects simply stand still during scans (unlike other scanners with moving platforms), which is critical if individuals are uncooperative or impaired.
- Intercept scans can be completed in less than four



Intercept uses far less operational space than any other x-ray body scanning system.



Others

Tek84 Intercept

All x-ray images degrade as they pass through body tissue. The thicker the subject, the lower the quality of the resulting image. Intercept looks through the body horizontally, the shortest path, a tissue thickness of about 11 inches versus 16 inches for other systems.

seconds, more than three times faster than some conventional scanners.

- Intuitive touch-screen technology makes Intercept easy to operate.
- Smart technology automatically notifies the operator when a subject is out of position.

Certified Training and Unmatched 24/7 Service

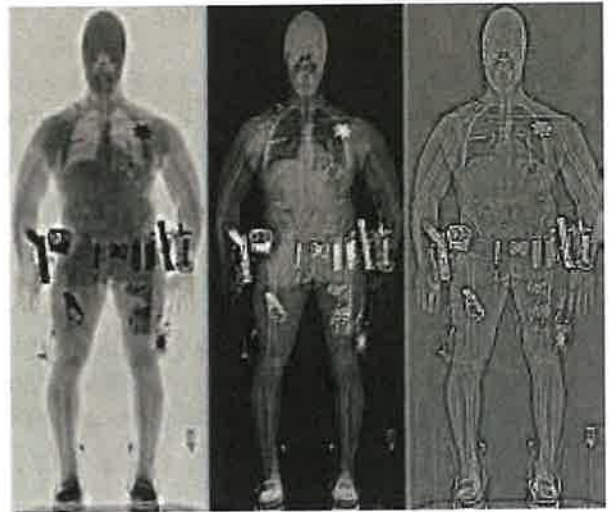
Tek84 partners with law enforcement to ensure professional and continual operation of Intercept. Operator training is critical after the initial installation, for future employees, and for annual recertification. Only Tek84 provides hands-on, on-site training with ARRT-certified radiology professionals.

- Our experts provide on-site training on system operation, radiation safety, and image interpretation.
- Affordable online simulator training using real-life contraband images complements initial instruction and provides essential training for new employees and required annual safety qualification.
- 24/7 customer service hotline plus full-time service technicians who work exclusively on body scanners.
- Tek84 provides expert witness testimony on legal issues such as radiation safety and image interpretation.

Easy Installation and Relocation

Intercept has the smallest footprint (3 x 6 feet) in the industry, which provides more location options in the tight confines of most jails and prisons.

- Intercept ships nearly fully assembled in two crates.
- Its compact size enables Intercept to be rolled through standard door frames.
- Complete installation with a single technician in less than two hours.
- Standard electrical outlets suffice, no special power needs.



HiRes

3D

Detail

Three different and unique scanning filters at 8 uSv provide the best opportunity for contraband detection.



Multiple exposure settings up to 8 uSv provide flexibility while complying with ANSI requirements.



Intuitive touch screen on a 27" industrial-grade monitor.



Optional Features for Added Value

- **Photo Matching for Evidentiary Proof.** Intercept's built-in camera enables the creation of encrypted files matching subject photos with their scanned image.
- **Networking Software.** Intercept Manager™ offers remote viewing and management that is essential for institutions deploying multiple body scanners.
- **Thermal Scanner for Health Protection.** FDA-approved thermal scanner measures and records the temperature of each subject, providing an early indication of COVID-19 and other infections.
- **Random Zero-Dose Scan Feature.** Minimizes radiation exposure for frequently scanned subjects while providing an effective contraband deterrent. Flexible settings enable application to 10%-50% of scans.
- **Software Available in English and Spanish.**

Tek84 Listens. Our state-of-the-art technology and free software updates create a dynamic product that offers the best value proposition in security full-body scanning today... and tomorrow.



The superior image quality of Tek84 Intercept makes anomalies "pop out" on scans for faster, easier detection.



An actual seizure from a U.S. jail during a routine scan during booking showed a dark anomaly in the rectum that turned out to be two balloons containing cannabis gummies and sleeping pills.

Specifications

Physical

Footprint: 34" x 72" (86 x 183 cm)
Height: 90" (211 cm) fully assembled
79" (201 cm) top removed for transport
Weight: 720 lbs. (328 kg)

Electrical

Power: 100/120/230 VAC; 50/60 Hz; 800 Watts;
Tolerant of poorly regulated power

Environmental

Operating: 32-120 degrees F (0-50 degrees C)
Humidity: Less than 95%, noncondensing

Scan Time

0.25-2.0 uSv 3.8 seconds
4.0 uSv 8 seconds
8.0 uSv 16 seconds

Radiation Safety

Dose: General-use 0.25 uSv (25 uRem) per scan, suitable for daily screening; limited-use: up to 8.0 uSv (800 uRem) per scan, suitable for weekly screening; effective dose to subject measured in accordance with ANSI/HPS N43-17-2009

Leakage: Inspection zone is the scanner footprint; <20 uGy (2 mR) in any 1 hour

Standards: Complies with ANSI/HPS N43-17-2009 (Body Scanner Radiation Safety); Complies with ANSI/IEEE N42.47-2010

Intercept is protected under U.S. patents: 10,481,295, 10,705,244, and 10,705,245. International and other U.S. patents are pending.





NSA Winter Conference Booth 707

JW Marriott • Washington, D.C. • February 2nd & 3rd, 2025

Please stop by booth 707 and speak with Jeff Parker and Wayne Horvath about the **only American Made** full body scanner, Intercept. Since introducing Intercept to the US market in January of 2019, San Diego based Tek84 has sold over **1350 systems**. This is unprecedented growth for this industry as competitors struggle to match Intercept's innovative features protected by several US patents.

Some agencies nationally are using opioid funding to purchase. Click on the green button and refer to Part 3, sections J-3 and L-6 for approved uses that can apply to detention.

Opioid Funding

Easy to use.

- Subject stands on the Intercept stationary platform for a 3.8-second scan.

Extremely safe.

- Intercept low-dose x-rays allow subjects to be screened up to 1,000 times per year.
- Subjects do not move on the Intercept scanner—no moving platform or conveyor belts.
- Intercept complies with the ANSI/HPS N43-17-2009 Standard.

Better images with no distortion.

- Intercept patented vertical scanning technology eliminates distortion and makes contraband easier to find.
- Intercept scanning beam passes through the shortest distance from back to front. Angle-beamed scanners use higher x-ray doses that pass through five inches more body tissue and distort the image.
- Intercept single-beam technology provides higher resolution (16 million grayscales) and higher sensitivity while using less radiation.
- Flexible to your needs- Can scan at dose rates from 0.25 to 8.0uSV according to your



Outlook

Intercept Body Scanner team at NSA Conference

From Joe Miragliotta <joe.miragliotta@tek84.com>

Date Mon 1/27/2025 6:11 AM

To Dinehart, Andrew <ADinehart@ioniacounty.org>

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



requirements. The only whole-body scanner offering this broad of a range of imaging.

Protects evidence integrity.

- Integrated camera takes the subject's photo which appears with the scan image on the patented evidence file.

Industry leading training is key.

- All trainers have been medically certified in radiology by the American Association of Radiological Technologists (AART).
- 3 levels of training. User, Manager and Super User.
- Tek84 trainers do more than just show how the system works. They train the customers on proven techniques to discover contraband on a scan.
- Computer based certificated training, including an image scanning simulator.

Set up in less than 2 hours—not 2-3 days—in less space.

- Intercept comes pre-assembled in 2 crates.
- Intercept plugs into a standard 110 V, 15-amp outlet. No need for dedicated power.
- Ultra-small footprint (34" x 72") is the Exclusion Zone (or Safety Zone) for the unit—one-third the size of other units.
- Sturdy Intercept design is superior to other scanners that must be permanently anchored into the concrete floor. No anchors needed.

If you would like a quote and/or an on-site presentation, respond via email or call me at 614-563-6472. **Review our brochure below and watch the video of some of our 85 employees producing Intercept in our Poway, Ca facility.**

Download Brochure

Intercept Production Video

Tek84 develops and manufactures high-technology security products for screening and surveillance. For three decades we have pioneered the use of ultra-low-dose X-ray imaging. Our products rapidly and safely screen for weapons, explosives, drugs, and other contraband. We developed the world's first body scanner (1991); the highest resolution surveillance camera of its time (2001); the first drive-through car bomb detection portal (2009); and the first vertical scanning body scanner (2018).

Tek84 Inc.
13495 Gregg St
Poway, CA 92064
www.Tek84.com
858-676-5382



You are receiving this as a U. S. Corrections official. To stop receiving email from Tek84, [unsubscribe](#).



LINEV SYSTEMS
13631 Poplar Circle, Conroe, TX 77304, USA
☎ 936-588-2064

FULL BODY SECURITY SCANNER
For Ionia County Sheriff
Ionia County, MI 48846

Ionia County Sheriff
ATTN: Captain Dinehart
133 Adams Street
Ionia, MI 48846

COVER LETTER

February 10, 2026

Ionia County Sheriff's Office
Captain Dinehart
133 Adams Street
Ionia, MI 48846

Captain Dinehart,

I am writing on behalf of LINEV Systems US, Inc., a leader in advanced security technologies, to propose the purchase of our CLEARPASS full-body scanner for weapons and narcotic contraband detection. We understand that ensuring safety and security is a top priority for Ionia County Sheriff, and we are confident that our cutting-edge solution will meet your security needs effectively.

The CLEARPASS full-body scanner utilizes advanced AI-powered algorithms to automatically detect concealed weapons, narcotics, and other contraband items, significantly enhancing the safety and efficiency of security screenings at your facility. Our system is designed to provide non-invasive, accurate, and rapid scans, ensuring that individuals are properly screened while maintaining their privacy and dignity.

Key Benefits and Deliverables:

- **Delivery and Installation:** The CLEARPASS full-body scanner will be delivered to your specified location and professionally installed by our certified team, ensuring a seamless setup process.
- **Operator and Administrator Training:** Our comprehensive training program will equip both operators and administrators with the skills necessary to efficiently use and manage the system, ensuring a smooth transition and optimal performance.
- **Full Factory Warranty:** The scanner will come with a complete factory warranty, providing you with peace of mind and ongoing support for any technical issues that may arise.

We understand the importance of ensuring that all security systems comply with regulatory requirements, and our CLEARPASS system meets the highest standards of safety, reliability, and performance. Additionally, we offer flexible support options to ensure the system operates effectively long after installation.

We realize you have several companies to choose from and encourage you to do your due diligence. A partnership with LINEV Systems means you will be receiving the benchmark technology for full body security scanners. Used in hundreds of county agencies and 32 State DOCs, our end-to-end solutions allow operators to protect the safety of residents and personnel by identifying threats immediately. Recently, our CLEARPASS body scanner helped operators at Maricopa County, AZ stop contraband on the first day of deployment.

[Maricopa County, AZ \(Video\)](#)

I would welcome the opportunity to further discuss how the CLEARPASS full-body scanner can enhance the security efforts of Broward County Community Partnership Division. Please let me know if you would be available for a meeting or a demonstration of the system at your convenience.

Best Regards,

Kevin Weeks
LINEV Systems, Inc.
Regional Sales Manager NE
kweeks@linevsystems.com
703.674.8837

COMPANY PROFILE

LINEV Systems is a world leader in X-Ray Security Screening Systems to prevent the introduction of weapons, drugs, and other threat items into correctional facilities and government entities. Combining innovative threat detection technologies with intelligent and flexible system designs, LINEV's screening and inspection systems provide exceptional automated processing, threat recognition and throughput rates. LINEV's technologies safeguard people, airports and aircraft, ships and the flow of goods, state boundaries, critical infrastructure, and public events all over the world against current and emerging threats such as terrorism and illegal trafficking.

Founded in 2006, LINEV Systems Inc. has over 20 years of experience in security X-ray imaging and specializes in Full Body Scanners, Baggage X-ray Systems, and Cargo Screening Solutions. The benchmark for imaging and detection performance, LINEV's line of full body scanners are installed in over 1,000 locations nationwide.

LINEV Systems is a U.S. business and the exclusive source for LINEV products in the United States of America. We are the leading supplier of Full Body Security and Detection Systems in the United States.

Our in-house innovative engineering and design departments distinguish LINEV Systems as a globally recognized leader in security, non-destructive testing, and medical imaging. LINEV Systems, Inc. leverages world-class scientists and software developers to deliver unique solutions to global challenges. Our industry-leading imaging systems meet today's security challenges with the innovation and quality to perform in tomorrow's world.



EQUIPMENT SPECIFICATIONS



LINEV Systems CLEARPASS with standard workstation

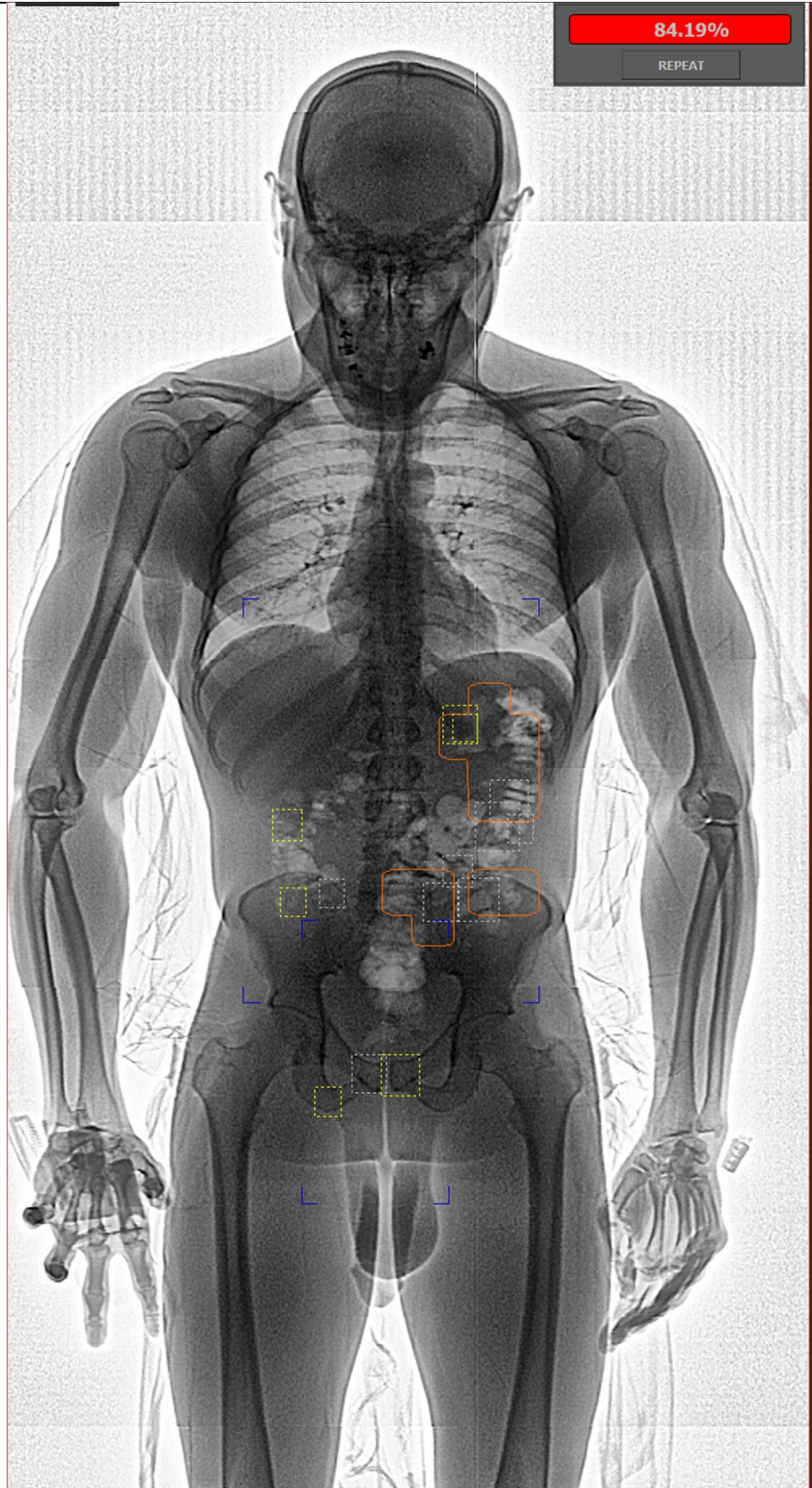
TECHNICAL SPECIFICATIONS

1	Technical Proposal	CLEARPASS Full Body Security Screening System
2	Technical Proposal No.	CP-2.1
3	Revision Date	December 2025
4	Manufacturer	LINEV
5	Intended use / Applications	Non-contact full body security screening system that produces an X-ray image of the inspected person/target. CLEARPASS effectively images and aid in the identification of the following items: ➤ Swallowed capsules, containers with narcotics, wrapped pills ➤ Small metallic objects (razors) in body cavities ➤ Electronic devices ➤ Narcotics ➤ Firearms, knives, weapons ➤ Weapons of nontypical materials, such as plastics, wood, ceramics etc. ➤ Explosives, detonators, wires etc. ➤ Containers with biological or chemical materials ➤ Food, Other prohibited objects LINEV's CLEARPASS Full-Body Security Screening System is specially designed for use in correctional facilities including city and county jails, prisons, detention centers, and brigs. Additional applications include airports for customs screening, border terminals, government buildings, as well as in all other locations which require a detailed examination of the abdominal cavity and natural cavities of the human body without employing specialized medical equipment
6	Advantages	➤ An innovative X-ray inspection method which puts the burden of movement on the system and not the person. The person remains stationary during the scanning process. ➤ High medical quality full body images created using optimal beam geometry allowing for accurate image representation with low dose radiation. ➤ Detection of prohibited objects under the clothes or inside the body of the person being inspected in 3 seconds. ➤ Multiple scanning modes and optimization for low X-ray exposure ratio and scalable to high resolution/maximum security screening when needed. ➤ Significantly increased screening efficiency as compared to other technologies. ➤ Pass through design for entry and exit on either side of the system. ➤ Workstation with lockable cabinet for added protection of PC. ➤ ADA compliance allows operators to inspect persons requiring the use of a wheelchair, walker, or cane.
7	Options	1. DruGuard® narcotics detection algorithm 2. A-EYE full body autodetection algorithm 3. FDA approved non-contact thermometer 4. Bar code reader 5. Integration with Jail Management System 6. Networking of Multiple Systems for Dose Tracking 7. Wheelchair ramps

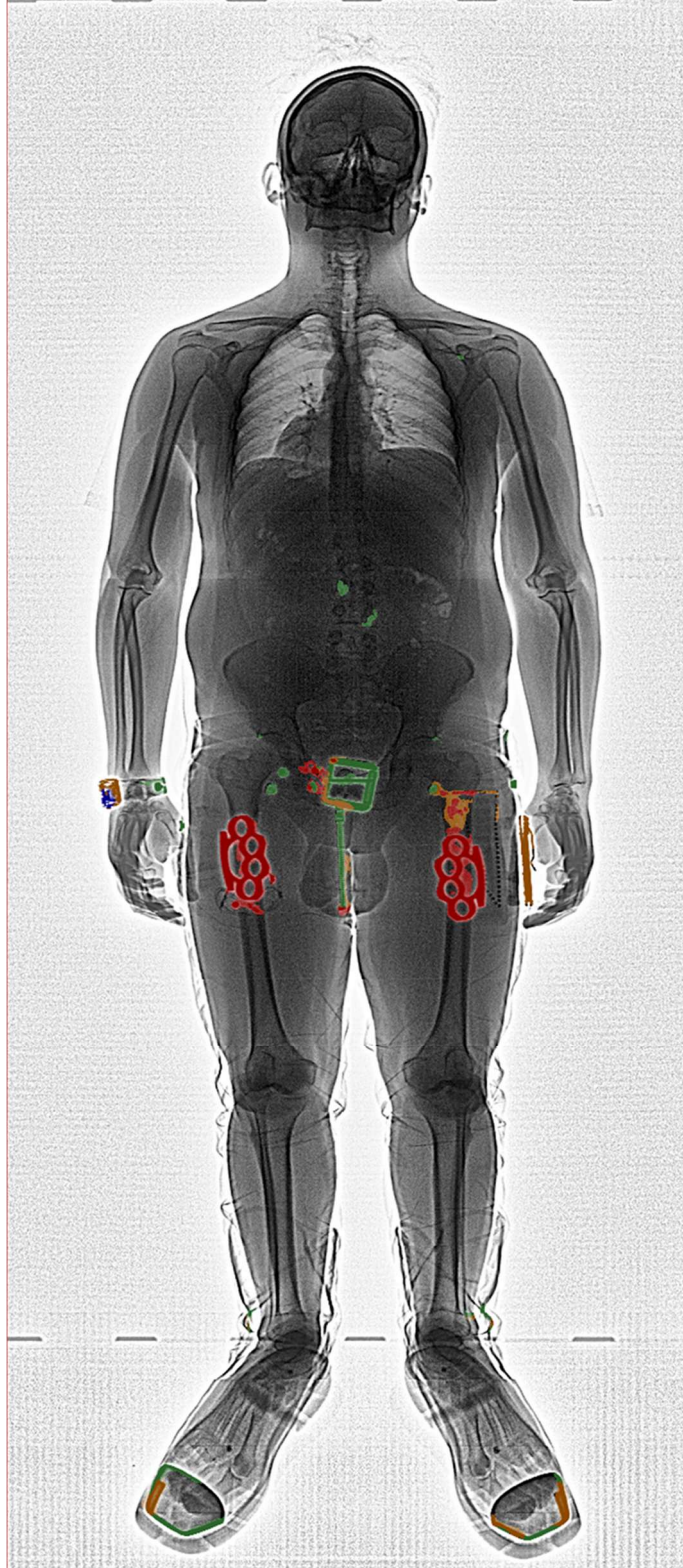
8 Sample Image



Same image with
DruGuard detection
algorithm enabled.



Sample image with A-eye algorithm coloring in items on the body.



X-RAY SECURITY SCREENING SYSTEM



CLEARPASS

HIGH THROUGHPUT X-RAY
INSPECTION SYSTEM WITH
AI ASSISTANT AND
EXTRAORDINARY
DETECTION CAPABILITY



Optional workstation shown.
Standard workstation included.

KEY FEATURES

- Superior high quality images
- Fastest scan time in the industry
- Contraband detection software
- Static screening
- ANSI/HPS N43.17-2009 compliant
- Wheelchair friendly

CLEARPASS Full Body X-ray Scanner from LINEV Systems answers the calls and demands of Corrections, Transportation and Customs and Border Protection professionals for a compact scanning technology with advanced, high-resolution imaging performance and advanced detection capabilities.

The inspected person in CLEARPASS remains stationary and the bodyscanner provides industrie's fastest image aquisition time of 3 seconds.

This new revolutionary X-ray inspection system is rugged, fast, and non-contact! The unique pass-through design and prison-proven LINEV Systems exclusive automatic threat detection algorithms facilitate the rapid, non-intrusive inspection of people attempting to conceal contraband items on or inside their bodies.

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CLEARPASS

OPTIONS

- Sanitization
- FDA approved thermometer
- Networking
- JMS Integration
- DruGuard
- A-EYE

FEATURES

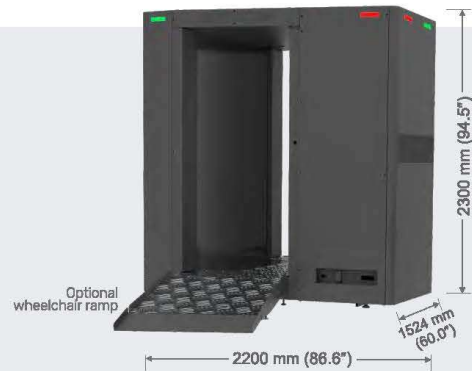
- Low radiation dose (from 0.25 μ Sv), allowing multiple inspections of one person within a year
- Use of A-EYE software - artificial intelligence system for automatic detection and classification of
- Objects located inside and on the human body
- High quality and information content of the image
- High detection capacity
- High throughput
- Integration into existing infrastructure, integration with access control systems and databases
- A wide range of image processing algorithms (tools)
- Easy storage and transfer of the received information
- Modular design for quick installation on site

A-EYE



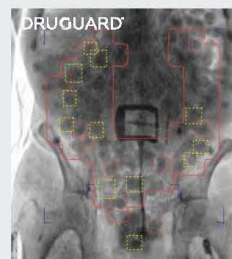
Automatic detection and indication of all threats on the human body

- elements of clothes
- electronic devices (PCB inside)
- dangerous items (weapons, drugs)
- other items not belonging to the human body



CLEARPASS DMS

- CLEARPASS DMS can unite X-ray bodyscanners from distant locations into one network keeping track of the total X-ray exposure dose for each inspected person even when the person undergoes a security screening in different locations.
- CLEARPASS DMS synchronizes the information: inspected people's accounts, inspection scan records, and X-ray images between all connected devices.
- CLEARPASS DMS is a set of applications used to run X-ray people screening systems. The system allows operators to inspect people and view their accounts, perform a security screening, and view the obtained X-ray images
- CLEARPASS DMS includes at least three levels of controlled access with the following:
 - An "Operator" level for making scan, creating and filing reports and saving images as required.
 - A "Supervisor" level for supervisory staff to update subject information, create / update operators, review images and file data and monitor all operators' activity and data collected
 - An "Administrator" level to create/update/delete user group members with different levels of access, view audit logs, view images, save images to external drives and generate reports



Automatic drugs detection software algorithms for operator assistance & control



Smart HD images for increased penetration and resolution

0780-3404042024

LINEV SYSTEMS
www.linevsystems.com
info@linevsystems.com



13631 Poplar Circle,
Conroe, TX 77304, USA
info@linevsystems.com

Tech Support 844.989.6789
support@linevsystems.com
Sales Inquiries 936.588.2064
sales@linevsystems.com

DruGuard® - Narcotics Detection Software - INCLUDED

SOFTWARE SOLUTIONS



DRUGGUARD®

KEY FEATURES

- Up to 99% probability
- Optimization of drug searching process
- Elimination of the human factor
- Operator can easily make a decision
- Color outlining
- Concealed narcotics localization
- Less image analysis time
- Storage of all images with outlined zones

DruGuard® is the first of its kind and the only available automatic detection software for Transmission X-ray Full Body Security Scanners.

DruGuard® is unique in its algorithm processing ability to detect internally concealed narcotics. DruGuard® is designed to keep the operator engaged in the image analysis process while providing specific tools such as the probability of detection and location of detected narcotics or drugs.

Simply by using the software, operators are assisting in increasing the sensitivity and decreasing false alarms.

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DRUG DETECTION ASSISTANCE SOFTWARE

DRUGGUARD® is an automated narcotics detection assistance software based on state-of-the-art neural network algorithms and knowledge of human body physiology, specially developed to provide the operator with a tool for automated marking of illegal swallowed or smuggled inside body cavities substances as well as visualization of the suspicious areas with indication of appropriate drugs presence probability.

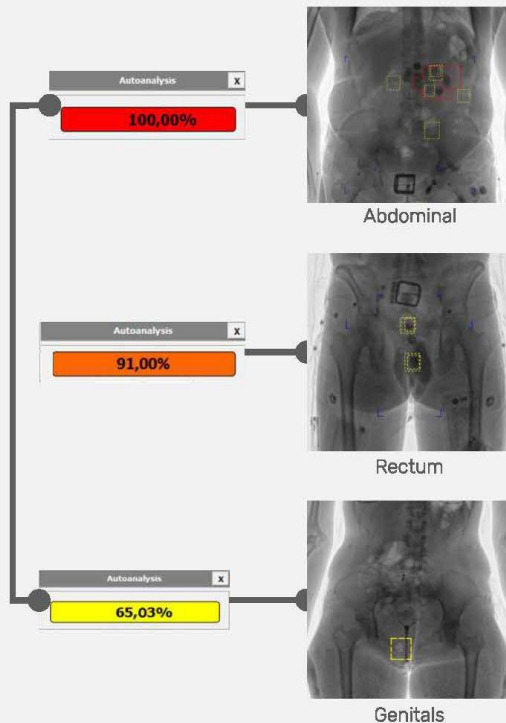
In the matter of seconds this intelligent software analyzes the images and outlines the suspicious areas where the drugs may be concealed.

Extensive reporting features of DruGuard® allow supervisors to review operator performance as compared to that of the software. DruGuard® requires operators to mark suspicious images, and DruGuard® overlays separate detection boxes to distinguish between automated and manual detection. DruGuard® features data input ability which allows it to "learn."

TYPICAL PACKED DRUGS



AUTOMATED DETECTION



DRUGGUARD®
PATENTED AUTOMATED NARCOTICS DETECTION ASSISTANCE SOFTWARE

075-SJ06122022

LINEV SYSTEMS

www.linevsystems.com
info@linevsystems.com



ISO 9001:2015

A-EYE Threat Detection Software - OPTIONAL

FULL BODY SCANNER SOFTWARE SOLUTIONS



A-EYE AUTOMATED DETECTION

* Human Operator Required At All Times



**LINEV'S INDUSTRY LEADING IMAGING NOW PRODUCES
ENHANCED RESULTS WITH LESS OPPORTUNITY
FOR AN OPERATOR TO MISS CONTRABAND**



KEY FEATURES

A-EYE takes the guesswork out of image analysis and reinforces operator decision making

- Automated detection of a wide range of threats
- High detection probability, low false alarm rate
- Developed using real threat objects
- Compatible with current and previous models
- High speed automated security checkpoint screening

A-EYE is a sophisticated set of algorithms which leverage the processing power of artificial intelligence to identify and classify all objects on or inside of the human body.

A-EYE is unique to LINEV Systems' line of full body security scanners and provides a level of operator assistance and accountability never before offered on body scanners using X-ray technology.

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A-EYE AUTOMATED DETECTION

SPECIFICATIONS

A-EYE uses machine learning which automates data analysis and analytical model building to not only highlight foreign objects on or in the body, but also classify them into one of four categories.

Green = Clothing and Accessories

Orange = Foreign Object

Blue = Electronics

Red = Threats

ENHANCED DECISION SUPPORT TOOL FOR SECURITY OPERATORS CONTACTLESS SCREENING

A-EYE Software

The Artificial Intelligence system for Automated Identification of firearms, firearms components, ammunition, and knives.

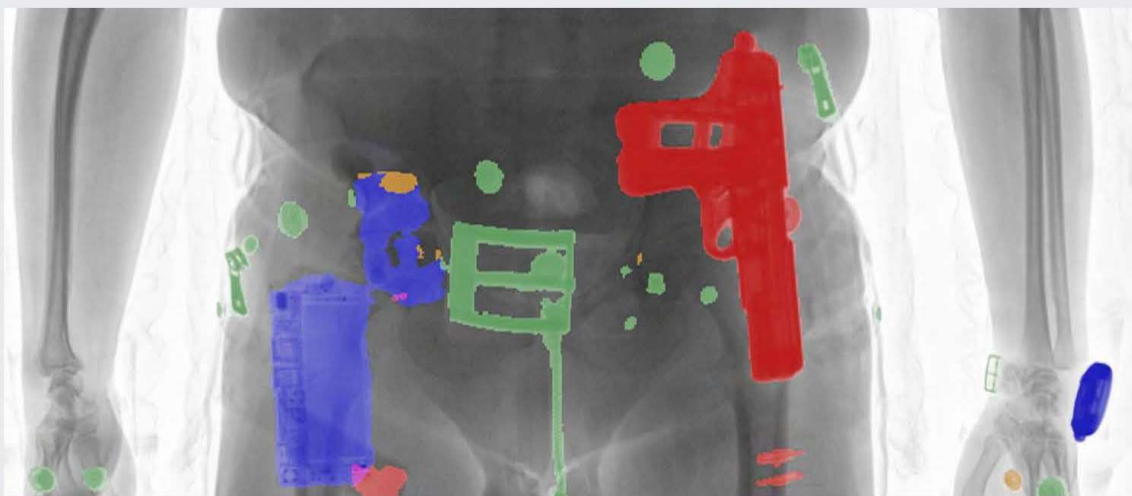
The Algorithm

Built using real threat objects that could be expected at events and locations such as theme parks, concerts, sporting events, schools, or other venues which may require security checkpoints.

The A-EYE algorithm considers diverse visual backgrounds in baggage consisting of variously dense packed items in any bag type.

Threats are visually highlighted on the screen by colored boxes with category identification. Optionally, the software allows the system to automatically stop the conveyor when a threat is detected.

The A-EYE algorithm increases threat detection capabilities for operators with any level of experience. Ensures increased throughput and social distancing due to minimizing crowded lines at security checkpoints.



TRAINING OUTLINE

Training is up to 8 hours of radiation safety (2 hours), theoretical (2 hours), and practical (2 hours) for LINEV Systems Full Body Scanner system. The End User must provide a room with adequate seating and AV equipment to facilitate the presentation of some training material. LINEV Systems, Inc. partners with RCE Consulting for State specific radiation safety training and Radiation Protection Programs as an optional feature. These are online and compliant with State requirements. We provide even more value by assisting the End User with State registrations etc.

A sample training outline follows:

Part 1: Introduction & Today in Corrections

- **Objective:** Understand the purpose of body scanning in correctional and law enforcement settings.
- **Topics:** Product Instructor introductions, State Prison Mortality Statistics, real-world smuggling cases from all over the US.
- **Activity:** Small group discussion: 'What contraband challenges have you seen in your facility?'

Part 2: Types of Scanning Instruments and Operations

- **Objective:** Recognize the 4 most popular types of body scanners and their history
- **Topics:** Metal Detector, Back-Scatter, Millimeter Wave Scanner, and Transmission Scanner

Part 3: What is an X-Ray?

- **Objective:** Understand how X-rays function, The History of the X-Ray, and how they function in body scanning.
- **Topics:** What is an X-ray, history of the x-ray, wavelengths. Ionizing and non-ionizing radiation, cathode ray tubes, the three ways x-rays interact with matter
- **Activity (OPTIONAL):** Quiz or matching game (radiation levels to dollar-value analogies).

Part 4: Radiation Safety

- **Objective:** Understand legal/regulatory safety limits, how much exposure to radiation is experienced with body scanners, safety standards included, Best Practices to ensure correct functionality of the body scanners
- **Topics:** ALARA Principle, ANSI standards, medical/pregnancy protocols, how the machine records amount of exposure per profile, sieverts (measurement of radiation, and how it is measured).

Part 5: User Interface

- **Objective:** To learn the hardware, software and their functionality
- **Topics:** Log-in, emergency stop, mode selection, positioning the subject, conducting a scan, selecting a subject, adding a subject

Part 6: Operation of the Scanner

- **Objective:** Learning Image Manipulation and the different settings
- **Topics:** Image adjustment features, DRUGGUARD, AI Intelligence

Part 7: Human Anatomy and Image Interpretation

- **Objective:** Identify anomalies and abnormalities and interpret scans accurately
- **Topics:** Threat types, Human Anatomy and how it applies to body scans, real scan examples, halo effect and prosthetic devices
- **Activity:** Reviewing 22 body scans with the instructor and as a class attempting to identify the location of different anomalies

Part 8: Review & Certification

- **Topics:** Review 9 body scans with the instructor and attempt to identify the location of different anomalies after learning the functionality of Image Manipulation, summarize the training for the day
- **Activity:** 50 Question test and hands-on training with LINEV Systems X-Ray Body Scanner

SERVICE AND SUPPORT

The equipment and services we provide our corrections partners are mission critical to their day-to-day operations. We have established an industry-leading service level agreement that defines, categorizes, and prioritizes service support incidences based upon the overall impact to the customer's organization - the higher the impact, the higher the priority, the quicker the response time. The charts below represent the mechanics of the agreement:

Level	Name	Description	Type	Operating hours
P1	Scheduled Task	Scheduled maintenance or mutually agreed upon date/time for work to occur. (example: Preventative Maintenance, Installation, Training)	Task	8 am to 6 pm
P2	Low	Low priority where productivity and overall impact to the organization is not affected (example: Light Bulb, Configuration, Software Update)	Problem	8 am to 6 pm
P3	Normal	Medium priority where productivity is impacted for a single user and considered a nuisance (example: Log On, Reporting, Printing, Image Storage/Export)	Problem	8 am to 6 pm
P4	High	High priority where productivity is impacted for multiple/many users and is considered detrimental to the operations of the customer (example: Full features not functioning, intermittent errors, need to reboot the system)	Problem	24x7
P5	URGENT	CRITICAL / OUTAGE where all systems/services are unavailable for all users/offices. No workaround available. (example: Hard error message and the unit will not function/scan, Unit does not power on)	Incident	24x7

Escalation Matrix:

Level	2 Hours	4 Hours	8 Hours	24 Hours	48 Hours	72 Hours
P1	Email Support at support@linevsystems.com OR call 844-989-6789					Service Supervisor
P2	Email Support at support@linevsystems.com OR call 844-989-6789			Service Supervisor	Service Manager	RSM
P3	Email Support at support@linevsystems.com OR call 844-989-6789		Service Supervisor	Service Manager	RSM	Director
P4	LINEV 844-989-6789	Service Supervisor	Service Manager	RSM	Director	Vice President
P5	LINEV 844-989-6789	Service Supervisor	Service Manager	RSM	Director	Vice President

STANDARD WARRANTY TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1.1. LINEV Systems, Inc. (hereinafter referred to as "LINEV") shall handle warranty related claims regarding equipment manufactured by LINEV.

1.2. The products have been manufactured to the highest quality standards and are warranted to the original purchaser only. This warranty is not transferable.

1.3. The products are covered by the warranty for 12 (twelve) months from the date of acceptance by CUSTOMER. The products are guaranteed to be free from defects in workmanship and parts during the warranty period. The defects that occur within the warranty period under normal use and care will be repaired or the defective parts or products will be replaced at LINEV's sole discretion.

1.4. LINEV reserves the right to replace the product or relevant part with the same or equivalent product or part rather than repair it. Where a replacement is provided the product or part replaced becomes the property of LINEV. LINEV may replace parts with refurbished parts. Replacement of a product or a part does not extend or restart the warranty period.

2. SERVICE OR REPLACEMENT PROCEDURE AND COST SHARING

2.1. The defective product or part shall be sent back to LINEV, or a third party indicated by LINEV at LINEV's sole choice and instruction.

2.2. The sender shall ensure that the product is properly packaged to ensure that no damage occurs to the product during transit. An explanation of the problem shall be included. The contract number and the product's serial number shall be expressly stated when making a claim under this warranty.

2.3. LINEV shall provide replacement parts or products or repair defective parts or products free of charge.

2.4. LINEV will provide standard shipping and insurance of the replacement and defective parts or products to and from LINEV or a third party as indicated by LINEV. Express shipping may be provided at extra cost.

2.5. LINEV will provide warranty-related labor costs as well as travel-related costs if repairs are deemed the result of equipment failure or defects in workmanship. All other repairs will be billable. Cost estimates for non-warranty repairs will be provided in advance.

3. EXCLUSIONS AND EXCEPTIONS

3.1. If no identical product is available for replacement, LINEV reserves the right to replace the product with a device of equal capacity or offer the customer the choice of a product upgrade which may incur an extra cost.

3.2. This warranty is limited to defects in workmanship or parts. All defective products or parts will be repaired or replaced. This warranty does not extend to accessories, manuals, packaging, batteries, or any other consumable item

3.3. The warranty will not apply if the factory-applied serial number has been altered or removed from the product.

3.4. This warranty does not cover damage, malfunction or failure which resulted from alterations, accident, misuse, abuse, fire, liquid spillage, maladjustment of customer controls, use of an incorrect voltage, power surges and dips, thunderstorm activity, acts of God, voltage supply problems, tampering or unauthorized repairs by any person, use of defective or incompatible accessories, exposure to abnormally corrosive conditions or entry by any insect, vermin or foreign object in the Product.

3.5. This warranty does not cover damage arising during relocation. Relocation costs are not included in the standard warranty.

3.6. LINEV will not be liable for any loss, damage or alterations to (1) third party equipment, furniture, hardware or software; or (2) programs, data or information stored on any media or any part of the product, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage.

3.7. This warranty does not cover normal wear and tear of the product or parts.

3.8. LINEV excludes all other warranties, conditions, terms, representations, and undertakings whether express or implied.

3.9. The terms and conditions related to the validity period and cost sharing arrangements set forward in part. 1.3., 2.4., and 2.5. of this document, can be superseded by related terms and conditions of sales contracts.

COST

ITEM DESCRIPTION	QTY	UNIT PRICE	EXTENSION
CLEARPASS full body scanner including:	1	\$137,565.00	\$137,565.00
Operator Workstation			
DruGuard® - Narcotics Detection Software			
Installation, Calibration, and On-Site Training			
Freight	1	\$3,528.00	\$3,528.00
TOTAL			\$141,093.00
** The above includes a comprehensive 12-month Warranty			

TERMS and CONDITIONS
1. Payment Terms: 30% Deposit on PO, 70% on Customer Acceptance.
2. These prices do not include sales tax, if applicable.
3. Purchase Orders shall be written to:
LINEV Systems US, Inc., 13631 Poplar Circle, Conroe, Texas, 77304
4. Late fees may be applied to past due invoices.
https://linevsystems.us/terms-and-conditions/



Ionia County Jail - HT3000SV (2026)

Ionia County Jail

100 West Main Street

Ionia, MI 48846

United States

Andrew Dinehart

adinehart@ioniacounty.org

6165275390

Reference: 20260317-125459556

Quote created: March 17, 2026

Quote expires: June 15, 2026

Quote created by: James Turco

Chief Executive Officer

jamie@securetechvs.com

+15134475500

Additional Comments

Products & Services

Item & Description	Quantity	Unit Price	Total
HT3000SV X-RAY BODY SCANNER	1	\$156,000.00	\$156,000.00
3-Year Warranty; HT3000SV WARRANTY	1	\$42,607.50	\$42,607.50
One-time subtotal			\$198,607.50
		Total	\$198,607.50

Total Price

The total price includes shipping, delivery, installation, training, and a fully covered one-year warranty.

Taxes

All prices are exclusive of applicable sales, use, excise, or similar taxes, which are the responsibility of the customer unless a valid tax exemption certificate is provided in advance of invoicing. Unless a customer claims tax exemption prior, applicable sales tax will be added to the final invoice based off of the shipping address.

Customers claiming tax exemption must provide STVS with valid and current documentation evidencing exemption under applicable law prior to invoicing. Failure to provide valid exemption documentation will result in applicable taxes being charged.

If applicable taxes are not included on the original invoice, STVS reserves the right to invoice such taxes separately at a later date, including as a tax-only or supplemental invoice, based on the applicable tax rate in effect at the time of the taxable transaction and the ship-to or service location.

Customer agrees to remit all properly assessed taxes upon receipt of such invoice.

Payment

The subtotal amount is due thirty (30) days following invoice..

Credit card payments up to \$250,000.00 are accepted; however, a 3.4% processing fee will apply. Please contact your sales representative to obtain the secure payment link.

Warranty

1-Year Warranty includes:

1. Corrective Maintenance 24/7 Support - will be performed for the troubleshooting of any fault/failure of the Equipment to restore the Equipment to its normal operational condition. To reduce the breakdown time as much as possible, the Contractor will provide the Customer with an urgent service, namely Emergency Service on Call, at the Customer's request by phone or e-mail. The Contractor will open a hotline for prompt response for diagnosis/removal support to the Customer, and dispatch, if necessary, at least one engineer to the Operational Site(s) of the Equipment as soon as possible.

- Dedicated hotline.
- Online trouble ticket system.
- Guaranteed 2-hour callback time.
- Guaranteed 48 hour on site timeline.

2. Preventative Maintenance - Well-scheduled preventive maintenance can eliminate some potential troubles, reduce the fault rate, maintain radiation safety, and increase the operational availability of the Equipment. The contractor shall provide annual maintenance and radiation surveys to the customer.

3. Software Upgrades – As software upgrades become available, the customer will receive updates included within warranty service. These updates will be installed in conjunction with scheduled preventative maintenance appointments.

4. SecureView™ - a software solution provided by STVS, empowers certified technicians and training personnel to remotely access connected devices for diagnostic or training purposes, in accordance with customer permission settings. Additionally, with consent, the software can monitor hardware to offer proactive diagnostics, thereby extending the lifespan of the unit. SecureView™ holds certifications under HIPAA and complies with GDPR and CCPA regulations, undergoing annual audits by SOC 2 for assurance. Customers must ensure a stable internet connection at the machine location to access SecureView™.

Training

STVS staff will train the first initial group of Operators which will consist up to 40 Operators and 10 Supervisors per unit. Your Agency will receive copies of sign in sheets, completed tests, and passing

certifications for each Officer.

The training is broken down into three categories; classroom, hands-on, and testing.

The classroom sessions are where the Operators will gain the basic skills needed to operate the machine safely and learn to abide by ANSI and ALARA standards. The hands-on sessions are the Operators ability to scan actual inmates with the instructor, ask questions and gain insight to the machine in the field. Each class will conclude with a written exam where Operators will have to pass and prove their proficiency in order to receive a certificate of completion and approval to use the STVS Body Scanner.

A "train the trainer" model can be provided as well per request. In this model, your selected staff members will have access to the STVS PowerPoint with detailed voiceover notes on each individual slide so that they never forget anything their instructor says. This will allow the selected staff members to create a training model in their own way but also by meeting the STVS standards.

After training, your agency receives quality control at your fingerprints. Each class will have access to their instructor and the ability to send as many scan images they desire for questions and interpretation. We continuously update our training methods based off the needs of the Officers, trends of the populations, and intel from the field.

Tariff Disclaimer

This quote is valid while current inventory lasts. Due to recent increases in tariffs, the pricing reflected herein is based on our existing inventory and the current applicable tariff rate at the time of quoting. If inventory is no longer available at the time of quote acceptance and additional units must be ordered, final pricing will be subject to the prevailing tariff rates in effect at the time of procurement.

Signature

Signature

Date

Printed name

Questions? Contact me



James Turco

Chief Executive Officer

jamie@securetechvs.com

+15134475500

Secure Technology Value Solutions

PO Box 27

Hamilton, OH 45012-0027

United States



Semi-Annual Report
May 2025

The goal of the Ionia County Commission on Aging is to strengthen the well-being of all Ionia County Senior Citizens and to be the cornerstone of support services for their continued independence.

Ionia County Commission on Aging
115 Hudson Street, Ionia MI 48846
(616) 527-5365 (888) 527-5365 iccoa@ioniacounty.org

Mid-Year Update

Thank you for this opportunity to share an update on our agency, the Ionia County Commission on Aging (ICCOA).

This is our chance to review our FY 2026 goals. A closer review of 2025 financial statements will be completed in coming months.

This year has presented a number of challenges and uncertainties, but our agency remains as committed as ever to supporting Ionia County Seniors, and to help them maintain their health, dignity and independence.

We welcome your feedback and comments on how we serve our county, and we would be happy to offer each of you a tour of facility and a chance to meet additional members of our team.

At the Commission on Aging, we are proud to serve our county's Senior Citizens and their families.

Carol Hanulcik
Director

An uncertain funding environment, inflation, stagnant budgets, increased need. These are the challenges we all face. But by partnering together, advocating together, and innovating together, we plan to meet these challenges and to continue to provide the support our senior population needs.

At ICCOA we recognize one central goal today, and that is to serve the increasing number of Seniors who need our help.

Because while the number of seniors who need our help has continued to rise, allocated hours in our budget have remained largely stagnant. To consider:

- From 2014 to 2019, our Meals on Wheels program served about 400 clients/year. From 2020-2025 that increased to an average of 473.
- For Direct Care Services, in the 3 years before Covid, we served about 200 clients a year. In the last 3 years, that number grew to approximately 260 clients served each year.
- In 2016, we completed 622 full client assessments. In FY 2025, we completed 975, a 57% increase. This number continues to rise.

Demographic changes show no let up ahead. More people are turning 60+ and need help, and more folks are living longer. The 85+ cohort is the fastest-growing demographic in the Western world

And rising costs have meant more acute need, as inflation affects food prices, fuel and transportation costs.

We are using innovation to address increased need where possible. Some examples include:

- The launch of our Blue Skies Adult Day Program, to help Respite clients on our waiting list get help, while serving more clients at lower cost than services provided in the home.
- By offering new, alternate meal delivery plans where feasible, while maintaining hot meal, M-F delivery, for those who are isolated, without resources, and who need daily check ins. This also helps us avoid a waiting list for Meals on Wheels.
- By exploring additional collaboration with our local Dial-A-Ride, in the area of dispatch, and by moving to automated reminder calls or texts where feasible.
- By offering all core fitness classes via Zoom, making participation available county-wide, while increasing participation and the benefits of participation.

Our Blue Skies Adult Day Program also provides an example of a local partnership that has helped stretch our budget while expanding services. Our joint mission to serve the community

has kept costs low, while benefitting seniors who needed help but were on our waiting list for Respite services. Blue Skies was launched to directly address increased need in our community, in the most effective and economical way possible.

We can continue to innovate to try to serve more with less, but it is clear that we will need additional staff hours to handle increased need. Our agency participates in efforts with the AAAWM to increase awareness of the increased need, and advocate for increased Older Americans Act funding.

2026 Agency Goals & Updates

- Resolve HVAC issues between our kitchen and office space before summer heat kicks in. This issue remains open but we are working with maintenance to resolve, as well as our request to install sensors on our 2 entrance/exits doors and to add an automatic door to our office, as soon as possible.
- Fill vacant positions/hours, and become “fully staffed,” in order to meet increased need. So far this year we have filled 1 Transportation Driver/Nutrition Transporter position, 2 Food Service Aide positions, 2 Site Host positions, and 1 caseworker position. Our new Nutrition Program Director is scheduled to start on June 1. One staff member moved from PT to fill a vacant FT position. Two retired staff members came back to help fill vacancies, temporarily. Hiring is a top priority.
- Work to reduce or eliminate the waiting list for Direct Care Services (Homemaker and Respite).
- Expand service hours for our Blue Skies Adult Day Program, a low-to-no-cost care option for Ionia County residents, to help caregivers who are struggling to find respite care. These two issues are in fact linked. Our Blue Skies Adult Day Program did expand from 1 to 2 days per week, starting in April, less than six months after launch. And some clients from our waiting list have begun to receive services from our Blue Skies Adult Day Program. But our waiting list still continues to grow, based on growing client need.
- Key goals for our Nutrition Program include: to update training/orientation materials for program staff, to fill our vacant Nutrition Program Director position, New training materials were developed by our Cooks/Kitchen Managers, who are both ServSafe Food certified, to successfully onboard our new kitchen staff and site hosts. Other orientation and training materials are being updated incrementally, incorporating FY 2026 changes in Policy and Procedure mandated by funding sources, and will benefit from the input from our new Nutrition Program Director as tweaks continue to be made.
- Avoid a waiting list for Home Delivered Meals.

We have been successful here to date, by offering alternate meal delivery plans where feasible, while maintaining hot meal, M-F delivery, for those who are isolated, without resources, and who need daily check ins.

- To reopen our Lake Odessa congregate meal site in spring 2026.
We plan to relaunch this site by the end of September 2026.
- Bring on more volunteers! Volunteers are needed now **more than ever** to help deliver meals, to help seniors get to medical appointments and the grocery store, to help at our Blue Skies Adult Day Program and to lead Senior Center Programming
We are training one new Meals on Wheels volunteer now. **If you would like to help, we would like to hear from you!**
- Completing renovations to our facility remains a key goal for our agency – to create space to meet confidentially with clients, to perform essential upgrades to our kitchen and to add more workspace for staff. Renovations are needed to provide a solid foundation for our agency for both the near term and long term.
This remains a core goal for the agency, to secure the future of the agency for generations to come. However logistical plans for renovations, and budgets, need to be updated. We may need to proceed incrementally to ensure adequate funds for services due to increased need. For these reasons we are choosing to move ahead on HVAC and entry/exit issues now and not wait. Full renovation of our kitchen and expansion into our lot south of our facility, will also require being fully staffed for logistical planning so that services are not interrupted.

FY27-29: PLAN AT A GLANCE



Area Agency on Aging of Western Michigan

Supporting independence, dignity, and connection across West Michigan.

WHAT'S THE PLAN?

Our FY27-29 Multi-Year Plan provides a detailed look at how we are working to meet the needs of our region today and into the future.

Reaching those who need it most:

- prioritizing communities experiencing the greatest barriers to access

Rural residents • BIPOC communities • LGBTQIA+ individuals • Veterans • Limited English proficiency

WHO WE ARE

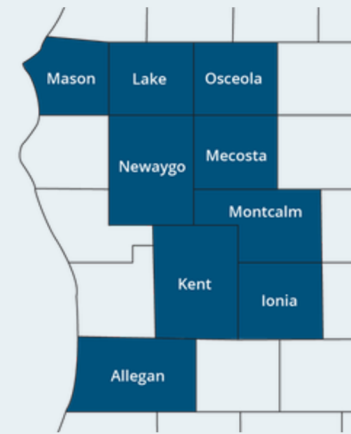


Supporting...

- older adults (60+)
- adults with disabilities
- caregivers



Serving 9 counties in Region 8



ALIGNED WITH MICHIGAN'S STATE PLAN ON AGING



EXPAND ACCESS

Helping people find & receive services they need

STRENGTHEN PARTNERSHIPS



Working across healthcare, community organizations, & state systems

IMPROVE AWARENESS



Making it easier to find information & resources



CELEBRATE AGING

Using messaging that values older adults & caregivers

TURNING STRATEGY INTO ACTION



Referrals & Support

Improved intake systems and closed-loop referrals



Inclusive Communication

Messaging that reflects & respects all communities



Better Digital Access

New website with improved accessibility



Expanded Outreach

Increased awareness & engagement



Stronger Healthcare Connections

Partnerships with medical providers & programs

COMMITTED TO QUALITY

Sustaining & strengthening services our communities rely on to live independently

focused on continuous improvement & measurable outcomes



DRIVEN BY DATA + COMMUNITY VOICE

DATA



COMMUNITY INPUT

IDENTIFY NEEDS



IMPROVE SERVICES

IONIA COUNTY PUBLIC DEFENDER OFFICE

Walt Downes, Chief Public Defender

Larry Lewis, Assistant Public Defender; Matthew Peterson, Assistant Public Defender;

OPEN, Assistant Public Defender; Alison Stoken, Paralegal; Melony Bigger, Paralegal; and Alyssa Nurenberg, Social Worker.

We are still in hiring mode for an Assistant Public Defender to fill our open position. The shift in caseloads to cover for that opening has been challenging, and we have had to rely on our roster of conflict attorneys to assist in bridging this gap of not being fully staffed. But thankfully caseloads have been remaining at a consistent and normal level for the past few months, which helps in our ability to properly handle our clients' cases. Our new case number statistics: January 91, February 43, March 88, and April 81 cases.

We are proud of our Social Worker Alyssa Nurenberg who attended the Michigan Association of Treatment Court Professionals (MATCP) Conference in Lansing May 6-7, 2026 with the ITASC team. In addition to being our full time social worker, Alyssa works part time with Bluewater Counseling in providing counseling and therapy services to sobriety court participants, and domestic violence probationers. This Conference was beneficial training for her in providing those services, many of those services are for our former clients in this office.

Our office staff has taken on new roles with some of the other specialty courts in our county. Matthew Peterson is now the defense attorney representative on the Mental Health Court team, and Walt Downes replaced local attorney Judy Swartz effective April 1st on the Adult Recovery Court team. It is extremely helpful for our attorneys to be in these roles where they can continue to be advocates and supporters of our clients even after their sentencing dates.

Summer vacations and training schedules will add to our current challenges since we are not fully staffed on any given day. But we have four great summer interns assisting us in the office. Two interns for May and June, and then two more for July and August. They are enjoying their opportunity to learn from our paralegals and attorneys in the Public Defender office.

Jury selections in the Circuit Court will be happening in July, providing us with more Circuit Court trial work ahead.