

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

**JUNE 9, 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)
- VII. Unfinished Business**
- VIII. New Business**
 - A. Public Hearing regarding the Adoption of a Brownfield Plan Amendment #1 Community Condos of Lake Odessa
 - B. Resolution Adopting Brownfield Plan Amendment #1 Community Condos of Lake Odessa
 - C. Resolution Supporting IM KIDS 3RD Meal and its request for a one-time state capital appropriation to address childhood food insecurity
 - D. Request Approval for Ionia County Community Corrections FY25 Grant Applications- Selina Schmidt
 - E. Request approval to purchase John Deere Motor Grader – Cody Waite
 - F. Request Approval to Accept Bid for MDOT Transportation Work Authorization- Cody Waite
 - G. Resolution Authorizing Contract 26-5192 Nash Hwy from M-50 to .5 miles North of Keim- Cody Waite
 - H. Request Approval of Ionia County Veterans Affairs Committee Bylaws-Chad Shaw
 - I. Request Appointment to the Ionia County Veterans Affairs Committee
 - Ronald (Buzz) Possehn- 3 year term
- IX. Department Reports**

- A.
- X. Reports of Officers, Boards, and Standing Committees**
- A. Chairperson
B. Board of Commissioners
C. County Administrator
- XI. Reports of Special or Ad Hoc Committees**
- XII. Public Comment (3-minute time limit per speaker)**
- XIII. Closed Session**
- A. None
- XIV. Adjournment**

Board and/or Commission Vacancies

- **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 June 2026:

- **NONE**

Appointments for consideration in the month of July 2026:

- **NONE**



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

May 26, 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
Hodges led the invocation.
- IV. Approval of Agenda
Board discussed the agenda.
Motion to Approve the Agenda
Moved by Shattuck
Motion carried by voice vote
- V. Public Comment
Tim Ross commented on a political event.
Debbie Waite commented on employee wages.
Terry Frewen read a comment from Greg Sipka regarding a state FOIA request.
- 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 a proposed ordinance establishing fees and procedures for county data requests. County Clerk Morgan Loucks presented the ordinance and recommended approval.

Motion to Approve

Moved by Hesche

Motion carried by voice vote

Board discussed a presentation of the Property Assessed Clean Energy (PACE) program and consideration of a Resolution of Intent. Ryan Wilson of the Ionia County Energy Alliance presented the program and recommended approval of the resolution.

Motion to Approve Resolution

Moved by Kelley

Motion carried by roll call vote

Yes — Hodges, Kelley, Shattuck, Frewen

No — Wirtz, Hesche

Board discussed a request to purchase a new body scanner for the county jail. Sheriff Charlie Noll presented the request and recommended approval.

Motion to Approve

Moved by Hodges

Motion carried by voice vote

IX. Department Reports

Board received written report from the Commission on Aging Department.

Board received written report from the Public Defenders Department.

X. Reports of Officers, Boards, and Standing Committees

Hesche commented on the COA meeting, Veterans Service Office update.

Kelley commented on facilities meeting and Brownfield development.

Hodges commented on mental health programs.

Shaw commented on employee retirement, 40 hour work week and facilities updates.

XI. Reports of Special or Ad Hoc Committees

No reports of special or ad hoc committees.

XII. Public Comment

Public Comment



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

- 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

NOTICE OF PUBLIC HEARING

IONIA COUNTY BOARD OF COMMISSIONERS

**REGARDING THE ADOPTION OF A BROWNFIELD PLAN AMENDMENT #1
COMMUNITY CONDOS OF LAKE ODESSA, VILLAGE OF LAKE ODESSA
IONIA COUNTY, MICHIGAN**

TO ALL INTERESTED PERSONS IN IONIA COUNTY

PLEASE TAKE NOTICE that the Ionia County Board of Commissioners will hold a Public Hearing on a Brownfield Plan Amendment #1 for Community Condos of Lake Odessa on the 9th day of June 2026, at approximately 3:00 P.M, Eastern Daylight time held at the Ionia County Board of Commissioners Chambers – 101 West Main Street, Ionia, Michigan to receive public comment on a Brownfield Plan Amendment #1 for the eligible property at 826 Third Avenue, Village of Lake Odessa, Ionia County, Michigan. The following legal parcels are included in the “eligible property”:

- 34-101-240-000-001-00, 34-101-240-000-002-00, 34-101-240-000-003-00, 34-101-240-000-004-00, 34-101-240-000-005-00, 34-101-240-000-006-00, 34-101-240-000-007-00, 34-101-240-000-008-00, 34-101-240-000-009-00, 34-101-240-000-010-00, 34-101-240-000-011-00, 34-101-240-000-012-00, 34-101-240-000-013-00, 34-101-240-000-014-00, and 34-101-240-000-015-00

The original Brownfield Plan for Community Condos of Lake Odessa was approved by the Ionia County Board of Commissioners on December 12, 2023. Brownfield Plan Amendment #1 for Community Condos of Lake Odessa has been prepared to modify the project boundary from 5.25 acres to 2.54 acres based on the completed development. There are no changes to the eligible activities or costs previously approved.

The property qualifies as “eligible property” under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”), on the basis of meeting the definition of a “Housing Property” in Section 2(p)(ii).

The Brownfield Plan Amendment #1, which includes site maps and legal descriptions of the parcels, is available for public inspection at the Ionia County Administration Building. All aspects of the Brownfield Plan Amendment #1 are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from Jami Elliott at 616-527-5300 or jelliott@ioniacounty.org.

THIS NOTICE is given by order of the Ionia County, Michigan.

Greg Geiger
Ionia County Clerk

NOTICE TO ALL TAXING JURISDICTIONS

The Ionia County Board of Commissioners proposes to approve a Brownfield Plan Amendment #1 for the Community Condos of Lake Odessa project in the Village of Lake Odessa, Michigan.

Ionia County has established a Brownfield Redevelopment Authority (the “Authority”) in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the “Act”). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, blighted, or housing development properties. The Act permits the use of tax increment financing to provide the Authority with the means of financing eligible activities necessary for redevelopment projects included in a Brownfield Plan.

On December 12, 2023, the Ionia County Board of Commissioners approved a Brownfield Plan for the Community Condos of Lake Odessa project at 826 Third Avenue, Lake Odessa, Michigan. A Brownfield Plan Amendment #1 has been prepared to modify the project boundary from 5.25 acres in the original Brownfield Plan to 2.54 acres.

On April 28, 2026, the Authority recommended the adoption of a Brownfield Plan Amendment #1 for the Community Condos of Lake Odessa project. The Village of Lake Odessa supported the Brownfield Plan Amendment #1 on May 18, 2026.

The property qualifies as “eligible property” under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”), on the basis of meeting the definition of a “Housing Property” in Section 2(p)(ii).

The Brownfield Plan Amendment #1 will be considered for adoption at the June 9th, 2026 meeting of the Ionia County Board of Commissioners held at 3:00 P.M. at 101 West Main Street, Ionia, MI 48846. If you have any questions or comments concerning the Authority or the adoption of the Brownfield Plan Amendment #1 you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to Jami Elliott at 616-527-5300 or jelliott@ioniacounty.org.

Dated: May 28, 2026

Act 381 Brownfield Plan Amendment #1

Community Condos of Lake Odessa
Lake Odessa, Michigan

Ionia County Brownfield Redevelopment
Authority

Project No. 2600461
April 23, 2026

Act 381 Brownfield Plan Amendment #1

Community Condos of Lake Odessa Lake Odessa, Michigan 48849

Prepared For:
Ionia County Brownfield Redevelopment Authority
Ionia, Michigan

April 23, 2026
Project No. 2600461

Recommended for Approval by the Brownfield Redevelopment Authority on: 4/28/26

Supported by the Governing body of the local jurisdiction on: _____

Adopted by the County Board of Commissioners on: _____

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Attachment C: Housing Support Documents

Attachment D: MSHDA Total Housing Subsidy (THS) Calculation

1.0 Introduction

On December 12, 2023, the Ionia County Board of Commissioners approved a Brownfield Plan for an affordable, owner-occupied housing redevelopment at 826 Third Avenue, Lake Odessa, Ionia County, Michigan (Eligible Property, Site, or Property), which was the location of a former middle school. The Brownfield Plan was prepared on behalf of Stuart Ventures, LLC (Developer) and included redevelopment activities focused only on the western 2.54 acres of the Eligible Property, as described in section 1.1.

In December 2025, the Developer sold the eastern 2.71 acres of undeveloped Eligible property to another entity that plans to create new affordable multifamily rental units meeting community needs. This Brownfield Plan Amendment #1 is an amendment to the 2023 Brownfield Plan, removing the eastern 2.71 acres of Eligible Property from the originally approved Brownfield Plan, so that a separate Brownfield Plan can be prepared for the proposed multifamily redevelopment project. No reimbursement to the Developer has occurred relating to the 2.71-acre parcel and there are no other changes proposed in this Brownfield Plan Amendment #1. Figures 1 and 2 depict the new Eligible Property boundaries.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer acquired the 5.25-acre Site in 2021 with the vision of developing an affordable residential condominium community. To prepare the property for redevelopment, asbestos abatement and demolition activities were completed in 2022. Construction of a 15-unit, affordable residential condominium development, known as Community Condos of Lake Odessa, began in 2023 and is slated for completion in the summer of 2026.

This development includes three buildings comprised of five units per building. Each unit generally includes two bedrooms and one and a half bathrooms, offering approximately 1,108 square feet of finished living space. The total capital investment is estimated at approximately \$4.5 million.

Because the Developer sold the eastern 2.71 acres of the Site to another entity for future redevelopment, this Brownfield Plan Amendment #1 has been prepared to modify the footprint of the Site to only include the 2.54 acres related to the Community Condos of Lake Odessa project.

The modified Site Map is provided as Figure 2.

The Project focuses on providing affordable housing for individuals and families earning up to 120% of Ionia County's Area Median Income (AMI) and serves an important public purpose in Ionia County and the Village of Lake Odessa. It will expand the tax base, result in significant capital investment into the community, and most importantly, create new housing opportunities in a community where quality year-round housing is needed.

1.2 Eligible Property Information

Parcel ID Nos: 34-101-240-000-001-00, 34-101-240-000-002-00, 34-101-240-000-003-00, 34-101-240-000-004-00, 34-101-240-000-005-00, 34-101-240-000-006-00, 34-101-240-000-007-00, 34-101-240-000-008-00, 34-101-240-000-009-00, 34-101-240-000-010-00, 34-101-240-000-011-00, 34-101-240-000-012-00, 34-101-240-000-013-00, 34-101-240-000-014-00, and 34-101-240-000-015-00

Address: 874 Third Avenue, Units 1-15, Lake Odessa, Ionia County, Michigan

Size: Approximately 2.54 acres

Basis of Eligibility

The property qualifies as "Eligible Property" under Act 381, on the basis of meeting the definition of a "Housing Property." Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The project will have three residential buildings with a total of 15 dwelling units.

Pursuant to Section 2(o)(ii) of Act 381, the Housing Property must be "located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan." The project meets these criteria based on the following:

- Ionia County housing stock is aging, which presents major repair challenges and cost burden to homeowners. A recent study completed by the Upjohn Institute (Upjohn) for Ionia County in the spring of 2022 revealed that more than 27% of Ionia County's homes were built in 1939 or earlier. This aging housing stock is significantly greater than the Michigan statewide average of 14.8%. The Housing Plan indicates that in the coming years these homes will likely require major repairs or will no longer be maintainable. New housing stock will provide housing opportunities that don't require major repairs to maintain safe living conditions. The project meets this need.
- The Upjohn housing study identified that 121 affordable units are needed to help alleviate overburdened homeowners with household annual incomes of \$75,000 to \$99,999. The project provides 15 affordable units with prices that accommodate household annual incomes within this range.
- The Michigan State Housing Development Authority's (MSHDA) West Michigan Housing Partnership F document identified the vacancy rate of owner-occupied homes in Ionia County at 0%. In conjunction with the low vacancy rates, a Rocket Homes September 2023 Housing Report for Ionia County noted that there are 5% less homes for sale than the same time a year prior. That same report also identified a 27% decrease in average days a house was on the market from 22 days in September 2022 to 16 days in September 2023. Adding new housing stock will help increase opportunities for prospective homeowners to find a home that fits within their income and expense levels. The project accomplishes this.

Relevant housing data from the sources above is provided in Attachment C. MSHDA's Total Housing Subsidy Site-Specific Calculation demonstrating project congruence with meeting specific housing need is provided in Attachment D.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan Amendment #1 has been developed to reimburse eligible brownfield costs incurred by the Developer to support the revitalization of functionally obsolete school property to new affordable housing that meets community needs. New local tax increment revenues will be captured for reimbursement of eligible expenses based on actual available new tax increment revenue generated from the Project. New state tax capture available for the project is limited to half the state education tax for pre-approved demolition and abatement activities, as the project consists of residential units assumed to be exempt from tax levied for school operating purposes. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs. Eligible activities in this Plan support "for sale" housing units with households earning not more than 120% of AMI.

The total cost of eligible activities, including contingency, is anticipated to be \$450,000, described below and summarized in Table 1 (attached). Authority administrative costs are anticipated to be \$33,434. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$251,271.

2.1.1 Site Infrastructure

This Brownfield Plan Amendment #1 has no changes to the previously approved Site infrastructure costs summarized in the original 2023 Brownfield Plan. Eligible Site infrastructure costs required to facilitate the project include water/sewer connectivity, driveways, and road improvements. These costs are estimated at \$100,000.

2.1.2 Site Preparation

This Brownfield Plan Amendment #1 has no changes to the previously approved Site preparation costs summarized in the original 2023 Brownfield Plan. Eligible Site preparation costs necessary to support the project include clearing, grubbing, excavation, land balancing, compaction, sub-base preparation, cut and fill, excavation of unstable material, clean fill, and mass grading. These costs are estimated at \$165,000.

2.1.3 Asbestos Abatement/Demolition

This Brownfield Plan Amendment #1 has no changes to the previously approved asbestos abatement/demolition costs summarized in the original 2023 Brownfield Plan. Eligible asbestos abatement/demolition activity costs essential for the project are estimated at \$150,000.

2.1.4 Brownfield Plan Preparation and Implementation

This Brownfield Plan Amendment #1 has no changes to the previously approved Site infrastructure costs summarized in the original 2023 Brownfield Plan. Preparation and implementation of the original Brownfield Plan are estimated to cost \$9,500 and \$4,000, respectively. The original Brownfield Plan did not include Work Plan preparation, review, or implementation. The total cost of these activities is anticipated to be \$13,500.

2.1.5 Contingency

This Brownfield Plan Amendment #1 has no changes to the previously approved contingency costs summarized in the original 2023 Brownfield Plan. A contingency no greater than 15% related to site preparation and infrastructure is included in this Brownfield Plan Amendment #1. The total estimated contingency cost is anticipated at \$21,500.

2.1.6 Authority Administration Fee

This Brownfield Plan Amendment #1 includes a 5% administration fee for the ICBRA, which will be captured from the new local tax revenue generated as a result of the project. The estimated administration fee capture amount during the duration of the Plan is \$33,434.

2.1.7 Local Brownfield Revolving Fund

The Authority can capture new tax revenue from the project for deposit in the LBRF, up to five years after Developer reimbursement occurs or not more than the eligible activities, whichever occurs first and as allowed by the statute. It is estimated that \$251,271 will be captured for deposit in the LBRF.

2.2 Summary of Eligible Activities

Eligible Activities for Housing Property

- Site infrastructure activities include connecting water/sewer utilities to the residential units and road/driveway/sidewalk construction that supports the housing development.

- Site preparation activities include clearing and grubbing, cut and fill related to topographic adjustments necessary to facilitate the development and appropriate stormwater management, excavation required to support subsurface demolition of foundations and removal of unstable soil, importing clean fill, and mass grading.
- Asbestos abatement and demolition activities were necessary to safely remove a functionally obsolete elementary school building and prepare the Site for residential housing. Demolition of unexpected foundations and buried debris to support Site preparation and redevelopment must be completed. The costs to complete these activities are under \$250,000, requiring no state approval.
- Brownfield Plan preparation and implementation.

Authority Expenses

A 5% administration fee to cover eligible administrative costs incurred by the ICBRA that are related to the project are included in this Brownfield Plan Amendment #1. These expenses will be reimbursed with new local tax increment revenue only.

Contingency

A contingency no greater than 15% is included in the estimated cost of the proposed activities. No contingency is added to the Brownfield Plan preparation and implementation costs and only applies to site preparation and infrastructure activities, as appropriate.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

This Brownfield Plan Amendment #1 contemplates no changes to the estimated captured taxable value and tax increment revenues. The initial taxable value is the 2023 taxable value of \$45,600. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. Real property tax increment revenues will be captured and a 1% annual increase in taxable value of the Eligible Property is assumed.

Construction activities commenced in 2023 and are slated for completion in the summer of 2026. Tax increment revenue collection will commence within five years of the 2023 approved base year and is anticipated to begin in 2026.

After the completion of the project, the projected taxable value is estimated at \$1,614,337. Reimbursements will be made based on actual tax increment revenues. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into an LBRF provided the amount does not exceed the total cost of eligible activities. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this Brownfield Plan Amendment #1 will be financed by the Developer. Reimbursement of approved Developer eligible costs will conform to a Development and Reimbursement Agreement between the Developer and ICBRA. TIF utilizing new local and state tax increment revenue from the project will be the source of the reimbursement, as outlined in this Brownfield Plan Amendment #1. No interest expenses will be reimbursed.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this Site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment revenue in 2025. It is anticipated that Developer reimbursement will be completed in 2035. Following Developer reimbursement, the ICBRA may capture tax increment revenue for five years, or an amount equivalent to reimbursed Developer costs (whichever occurs sooner), for deposit into the LBRF. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Property is in the Village of Lake Odessa, Ionia County, Michigan, and consists of 15 parcels that total approximately 2.54 acres. The parcel ID numbers for the Property are below. A Site layout map is attached as Figure 2.

The legal descriptions are as follows:

Parcel ID 34-101-240-000-001-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 1 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/14/2023 FROM 101-200-000-655-20, 101-200-001-060-10;

Parcel ID 34-101-240-000-002-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 2 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/14/2023 FROM 101-200-000-655-20, 101-200-001-060-10;

Parcel ID 34-101-240-000-003-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 3 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/14/2023 FROM 101-200-000-655-20, 101-200-001-060-10;

Parcel ID 34-101-240-000-004-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 4 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/14/2023 FROM 101-200-000-655-20, 101-200-001-060-10;

Parcel ID 34-101-240-000-005-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 5 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/14/2023 FROM 101-200-000-655-20, 101-200-001-060-10;

Parcel ID 34-101-240-000-006-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 6 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/19/2024 FROM 101-200-000-655-21;

Parcel ID 34-101-240-000-007-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 7 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/19/2024 FROM 101-200-000-655-21;

Parcel ID 34-101-240-000-008-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 8 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/19/2024 FROM 101-200-000-655-21;

Parcel ID 34-101-240-000-009-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 9 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/19/2024 FROM 101-200-000-655-21;

Parcel ID 34-101-240-000-010-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 10 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 12/19/2024 FROM 101-200-000-655-21;

Parcel ID 34-101-240-000-011-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 11 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 09/15/2025 FROM 101-200-000-655-22;

Parcel ID 34-101-240-000-012-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 12 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 09/15/2025 FROM 101-200-000-655-22;

Parcel ID 34-101-240-000-013-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 13 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 09/15/2025 FROM 101-200-000-655-22;

Parcel ID 34-101-240-000-014-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 14 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 09/15/2025 FROM 101-200-000-655-22;

Parcel ID 34-101-240-000-015-00

VILLAGE OF LAKE ODESSA COMMUNITY OF CONDOS OF LAKE ODESSA UNIT 15 ODESSA TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 09/15/2025 FROM 101-200-000-655-22;

The Property qualifies as Eligible Property under Act 381 on the basis of meeting the definition of a “Housing Property.”

2.9 Estimates of Residents and Displacement of Individuals/Families

This section is not applicable.

2.10 Plan for Relocation of Displaced Persons

This section is not applicable.

2.11 Provisions for Relocation Costs

This section is not applicable.

2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

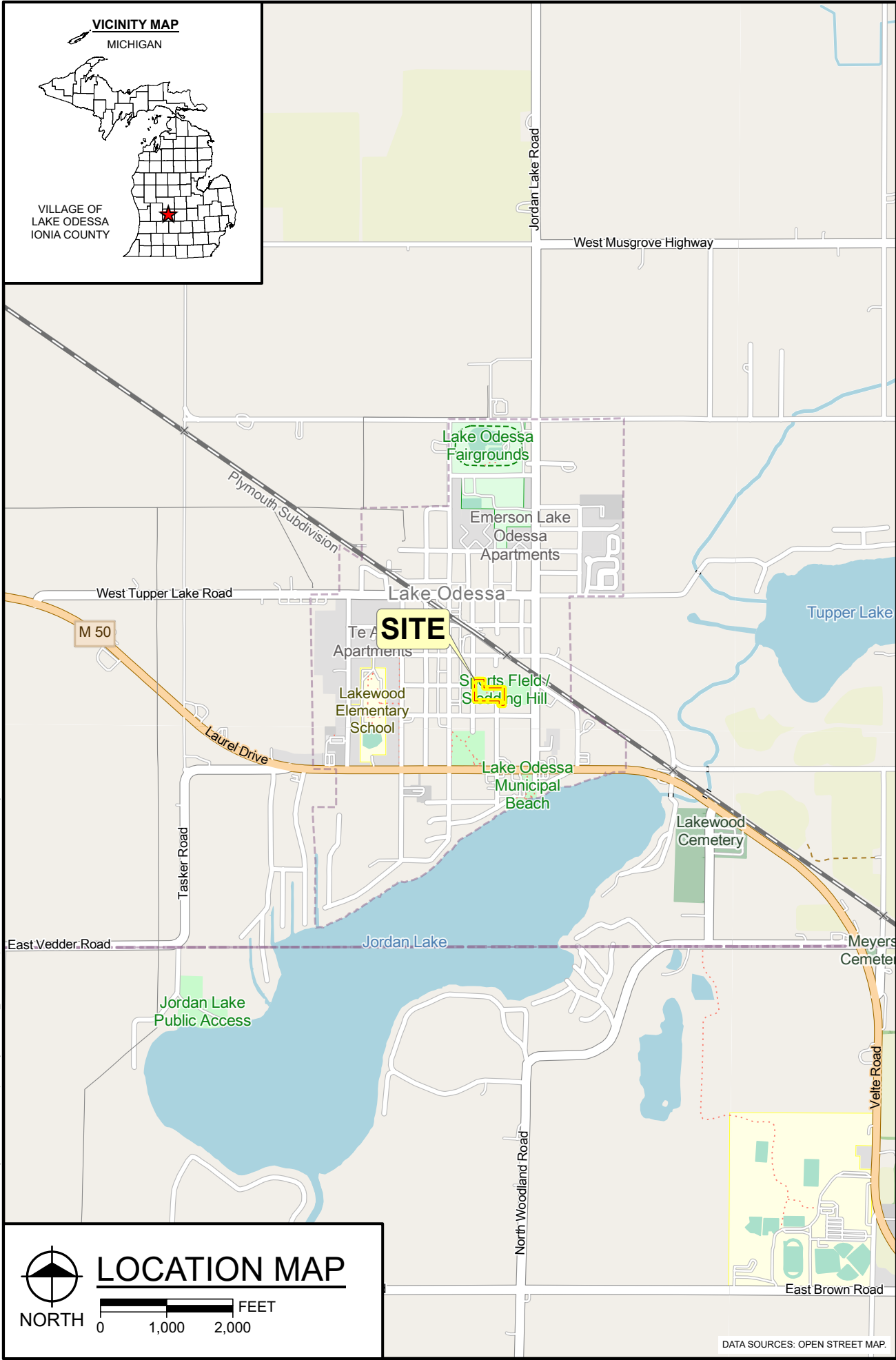
This section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

The success of the Community Condos of Lake Odessa project has catalyzed developer interest in bringing additional affordable housing to Lake Odessa adjacent to the Site. These developments will increase affordable housing opportunities for prospective purchasers and renters, increase the tax base of the Village, and transition functionally obsolete land to a new viable use in accordance with local planning efforts.

Figure 1

Location Map



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Community Condos of Lake Odessa

826 3rd Avenue, Lake Odessa, Michigan 48849

Brownfield Redevelopment Project

PROJECT NO.
2600461

FIGURE NO.
1

Figure 2

Site Map



DATA SOURCES: ESRI HYBRID REFERENCE LAYER & MiSAIL IMAGERY.

SITE MAP

NORTH

0 40 80 FEET

Community Condos of Lake Odessa
826 3rd Avenue, Lake Odessa, Michigan 48849

Brownfield Redevelopment Project

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

fishbeck
Engineers | Architects | Scientists | Constructors

Table 1

Summary of Eligible Activities

TABLE 1

Pre-Approved Developer Eligible Activities Costs and Schedule

Pre-Approved Eligible Activities	Cost	Completion Season/Year
Asbestos Abatement / Demolition	\$150,000	2023
<i>Asbestos Abatement</i>	\$36,000	
<i>Demolition</i>	\$114,000	
Pre-Approved Eligible Activities Subtotal	\$150,000	
Contingency (0%)	\$0	
EGLE Eligible Activities Total Costs	\$150,000	

Local Only Developer Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Site Preparation	\$165,000	2023–2025
<i>Land Balancing, Grading, Clearing and Grubbing, Excavation, Clean Fill, Cut and Fill, and Compaction</i>	\$165,000	
Site Infrastructure	\$100,000	2023–2025
<i>Water/Sewer Connectivity, Sidewalks, Driveways, Road Improvements</i>	\$100,000	
Brownfield Plan	\$13,500	2023–2024
<i>Brownfield Plan Preparation</i>	\$9,500	
<i>Brownfield Plan Implementation</i>	\$4,000	
Local Only Eligible Activities Subtotal	\$278,500	
Contingency (no greater than 15%)*	\$21,500	2023-2024
Local Only Eligible Activities Total Costs	\$ 300,000	

*Contingency applies to Site Preparation and Infrastructure activities only.

Table 2

Total Captured Incremental Taxes Estimates

Tax Increment Revenue Capture Estimates Table 2
Stuart Ventures LLC

Lake Odessa, Michigan
September 2023

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL
Calendar Year		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
Base Taxable Value		\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ 45,600	\$ -
Estimated New TV		\$ 132,500	\$ 1,404,413	\$ 1,418,457	\$ 1,432,642	\$ 1,446,968	\$ 1,461,438	\$ 1,476,052	\$ 1,490,813	\$ 1,505,721	\$ 1,520,778	\$ 1,535,986	\$ 1,551,346	\$ 1,566,859	\$ 1,582,528	\$ 1,598,353	\$ 1,614,337	\$ -
Incremental Difference (New TV - Base TV)		\$ 86,900	\$ 1,358,813	\$ 1,372,857	\$ 1,387,042	\$ 1,401,368	\$ 1,415,838	\$ 1,430,452	\$ 1,445,213	\$ 1,460,121	\$ 1,475,178	\$ 1,490,386	\$ 1,505,746	\$ 1,521,259	\$ 1,536,928	\$ 1,552,753	\$ 1,568,737	\$ -
School Capture		Millage Rate																
State Education Tax (SET)		6.0000	\$ 521	\$ 8,153	\$ 8,237	\$ 8,322	\$ 8,408	\$ 8,495	\$ 8,583	\$ 8,671	\$ 8,761	\$ 8,851	\$ 8,942	\$ 9,034	\$ 9,128	\$ 9,222	\$ 9,317	\$ 9,412
School Operating Tax*		17.9730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total		23.9730	\$ 521	\$ 8,153	\$ 8,237	\$ 8,322	\$ 8,408	\$ 8,495	\$ 8,583	\$ 8,671	\$ 8,761	\$ 8,851	\$ 8,942	\$ 9,034	\$ 9,128	\$ 9,222	\$ 9,317	\$ 9,412
Local Capture		Millage Rate																
LIBRARY OPERATE		1.2159	\$ 106	\$ 1,652	\$ 1,669	\$ 1,687	\$ 1,704	\$ 1,722	\$ 1,739	\$ 1,757	\$ 1,775	\$ 1,794	\$ 1,812	\$ 1,831	\$ 1,850	\$ 1,869	\$ 1,888	\$ 1,907
SENIOR CITIZEN		0.4921	\$ 43	\$ 669	\$ 676	\$ 683	\$ 690	\$ 697	\$ 704	\$ 711	\$ 719	\$ 726	\$ 733	\$ 741	\$ 749	\$ 756	\$ 764	\$ 772
COUNTY ROADS		0.9867	\$ 86	\$ 1,341	\$ 1,355	\$ 1,369	\$ 1,383	\$ 1,397	\$ 1,411	\$ 1,426	\$ 1,441	\$ 1,456	\$ 1,471	\$ 1,486	\$ 1,501	\$ 1,516	\$ 1,532	\$ 1,548
TWP OPER		0.8452	\$ 73	\$ 1,148	\$ 1,160	\$ 1,172	\$ 1,184	\$ 1,197	\$ 1,209	\$ 1,221	\$ 1,234	\$ 1,247	\$ 1,260	\$ 1,273	\$ 1,286	\$ 1,299	\$ 1,312	\$ 1,326
TWP VOTED		1.8965	\$ 165	\$ 2,577	\$ 2,604	\$ 2,631	\$ 2,658	\$ 2,685	\$ 2,713	\$ 2,741	\$ 2,769	\$ 2,798	\$ 2,827	\$ 2,856	\$ 2,885	\$ 2,915	\$ 2,945	\$ 2,975
TWP LIBRARY		0.8898	\$ 77	\$ 1,209	\$ 1,222	\$ 1,234	\$ 1,247	\$ 1,260	\$ 1,273	\$ 1,286	\$ 1,299	\$ 1,313	\$ 1,326	\$ 1,340	\$ 1,354	\$ 1,368	\$ 1,382	\$ 1,396
ICISD OPER		0.1300	\$ 11	\$ 177	\$ 178	\$ 180	\$ 182	\$ 184	\$ 186	\$ 188	\$ 190	\$ 192	\$ 194	\$ 196	\$ 198	\$ 200	\$ 202	\$ 204
ICISD SPEC EDUC		4.6961	\$ 408	\$ 6,381	\$ 6,447	\$ 6,514	\$ 6,581	\$ 6,649	\$ 6,718	\$ 6,787	\$ 6,857	\$ 6,928	\$ 6,999	\$ 7,071	\$ 7,144	\$ 7,218	\$ 7,292	\$ 7,367
VILLAGE OPER		10.1216	\$ 880	\$ 13,753	\$ 13,896	\$ 14,039	\$ 14,184	\$ 14,331	\$ 14,478	\$ 14,628	\$ 14,779	\$ 14,931	\$ 15,085	\$ 15,241	\$ 15,398	\$ 15,556	\$ 15,716	\$ 15,878
STREET REPAIR		4.5361	\$ 394	\$ 6,164	\$ 6,227	\$ 6,292	\$ 6,357	\$ 6,422	\$ 6,489	\$ 6,556	\$ 6,623	\$ 6,692	\$ 6,761	\$ 6,830	\$ 6,901	\$ 6,972	\$ 7,043	\$ 7,116
COUNTY OPER		4.5711	\$ 397	\$ 6,211	\$ 6,275	\$ 6,340	\$ 6,406	\$ 6,472	\$ 6,539	\$ 6,606	\$ 6,674	\$ 6,743	\$ 6,813	\$ 6,883	\$ 6,954	\$ 7,025	\$ 7,098	\$ 7,171
Local Total		30.3811	\$ 2,640	\$ 41,282	\$ 41,709	\$ 42,140	\$ 42,575	\$ 43,015	\$ 43,459	\$ 43,907	\$ 44,360	\$ 44,818	\$ 45,280	\$ 45,746	\$ 46,218	\$ 46,694	\$ 47,174	\$ 47,660
Non-Capturable Millages		Millage Rate																
LAKEWOOD DEBT		4.0000	\$ 348	\$ 5,435	\$ 5,491	\$ 5,548	\$ 5,605	\$ 5,663	\$ 5,722	\$ 5,781	\$ 5,840	\$ 5,901	\$ 5,962	\$ 6,023	\$ 6,085	\$ 6,148	\$ 6,211	\$ 6,275
Non-Capturable Total		4.0000	\$ 348	\$ 5,435	\$ 5,491	\$ 5,548	\$ 5,605	\$ 5,663	\$ 5,722	\$ 5,781	\$ 5,840	\$ 5,901	\$ 5,962	\$ 6,023	\$ 6,085	\$ 6,148	\$ 6,211	\$ 6,275
Total Tax Increment Revenue (TIR) Available for Capture		\$ 3,162	\$ 49,435	\$ 49,946	\$ 50,462	\$ 50,983	\$ 51,510	\$ 52,041	\$ 52,578	\$ 53,121	\$ 53,669	\$ 54,222	\$ 54,781	\$ 55,345	\$ 55,915	\$ 56,491	\$ 57,072	\$ 800,733

NOTES:

*All units will be owner occupied and assumed to be PRE
Parcel ID #: 101-200-000-655-20, 101-200-001-060-10
Millages are 2023 Summer and 2022 Winter
Capture is anticipated to be delayed until 2025 when Building 1 is completed

Table 3

Estimated Reimbursement Schedule

Tax Increment Revenue Reimbursement Schedule Table 3
Stuart Ventures LLC
Lake Odessa, Michigan
September 2023

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	44.1%	\$ 66,158	\$ -	\$ 66,158
Local	55.9%	\$ 83,842	\$ 300,000	\$ 383,842

Estimated Total Years of Plan:	16
-----------------------------------	----

Estimated Capture	
Administrative Fees	\$ 33,434
State Brownfield Redevelopment Fund	\$ 66,029
Local Brownfield Revolving Fund	\$ 251,271

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	TOTAL
Total State Incremental Revenue	\$ 521	\$ 8,153	\$ 8,237	\$ 8,322	\$ 8,408	\$ 8,495	\$ 8,583	\$ 8,671	\$ 8,761	\$ 8,851	\$ 8,942	\$ 9,034	\$ 9,128	\$ 9,222	\$ 9,317	\$ 9,412	\$ 132,058
State Brownfield Redevelopment Fund (50% of SET)	\$ 261	\$ 4,076	\$ 4,119	\$ 4,161	\$ 4,204	\$ 4,248	\$ 4,291	\$ 4,336	\$ 4,380	\$ 4,426	\$ 4,471	\$ 4,517	\$ 4,564	\$ 4,611	\$ 4,658	\$ 4,706	\$ 66,029
State TIR Available for Reimbursement	\$ 261	\$ 4,076	\$ 4,119	\$ 4,161	\$ 4,204	\$ 4,248	\$ 4,291	\$ 4,336	\$ 4,380	\$ 4,426	\$ 4,471	\$ 4,517	\$ 4,564	\$ 4,611	\$ 4,658	\$ 4,706	\$ 66,029
Total Local Incremental Revenue	\$ 2,640	\$ 41,282	\$ 41,709	\$ 42,140	\$ 42,575	\$ 43,015	\$ 43,459	\$ 43,907	\$ 44,360	\$ 44,818	\$ 45,280	\$ 45,746	\$ 46,218	\$ 46,694	\$ 47,174	\$ 47,660	\$ 668,676
BRA Administrative Fee (5%)	\$ 132	\$ 2,064	\$ 2,085	\$ 2,107	\$ 2,129	\$ 2,151	\$ 2,173	\$ 2,195	\$ 2,218	\$ 2,241	\$ 2,264	\$ 2,287	\$ 2,311	\$ 2,335	\$ 2,359	\$ 2,383	\$ 33,434
Local TIR Available for Reimbursement	\$ 2,508	\$ 39,218	\$ 39,623	\$ 40,033	\$ 40,446	\$ 40,864	\$ 41,286	\$ 41,712	\$ 42,142	\$ 42,577	\$ 43,016	\$ 43,459	\$ 43,907	\$ 44,359	\$ 44,816	\$ 45,277	\$ 635,242
Total State & Local TIR Available	\$ 2,769	\$ 43,295	\$ 43,742	\$ 44,194	\$ 44,650	\$ 45,111	\$ 45,577	\$ 46,047	\$ 46,522	\$ 47,002	\$ 47,487	\$ 47,976	\$ 48,470	\$ 48,970	\$ 49,474	\$ 49,983	\$ 701,271
DEVELOPER	Beginning Balance																
Reimbursement Balance	\$ 450,000	\$ 447,231	\$ 403,937	\$ 360,195	\$ 316,001	\$ 271,350	\$ 226,239	\$ 180,661	\$ 134,614	\$ 88,092	\$ 41,089	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-Approved Costs	\$ 150,000	\$ 150,000	\$ 149,191	\$ 136,549	\$ 123,775	\$ 110,870	\$ 97,831	\$ 84,658	\$ 71,348	\$ 57,902	\$ 44,316	\$ 30,591	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 66,158	\$ 261	\$ 4,076	\$ 4,119	\$ 4,161	\$ 4,204	\$ 4,248	\$ 4,291	\$ 4,336	\$ 4,380	\$ 4,426	\$ 4,471		\$ -	\$ -	\$ -	\$ 42,973
Local Tax Reimbursement	\$ 83,842	\$ 548	\$ 8,566	\$ 8,655	\$ 8,744	\$ 8,835	\$ 8,926	\$ 9,018	\$ 9,111	\$ 9,205	\$ 9,300	\$ 26,119		\$ -	\$ -	\$ -	\$ 107,027
Total Pre-Approved Reimbursement Balance	\$ 149,191	\$ 136,549	\$ 123,775	\$ 110,870	\$ 97,831	\$ 84,658	\$ 71,348	\$ 57,902	\$ 44,316	\$ 30,591	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Local-Only Costs	\$ 300,000	\$ 300,000	\$ 298,040	\$ 267,388	\$ 236,419	\$ 205,131	\$ 173,519	\$ 141,581	\$ 109,313	\$ 76,713	\$ 43,775	\$ 10,499	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 300,000	\$ 1,960	\$ 30,652	\$ 30,969	\$ 31,289	\$ 31,612	\$ 31,938	\$ 32,268	\$ 32,601	\$ 32,937	\$ 33,277	\$ 10,499					\$ 300,000
Total Local-Only Reimbursement Balance		\$ 298,040	\$ 267,388	\$ 236,419	\$ 205,131	\$ 173,519	\$ 141,581	\$ 109,313	\$ 76,713	\$ 43,775	\$ 10,499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Total Annual Reimbursement		\$ 2,769	\$ 43,295	\$ 43,742	\$ 44,194	\$ 44,650	\$ 45,111	\$ 45,577	\$ 46,047	\$ 46,522	\$ 47,002	\$ 41,089	\$ -	\$ -	\$ -	\$ -	\$ 450,000
LOCAL BROWNFIELD REVOLVING FUND																	
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 251,271
State Tax Capture	\$ 42,973	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,517	\$ 4,564	\$ 4,611	\$ 4,658	\$ 4,706	\$ 23,056
Local Tax Capture	\$ 407,027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,397	\$ 43,459	\$ 43,907	\$ 44,359	\$ 44,816	\$ 45,277	\$ 228,214
Total LBRF Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from Pre-Approved & Local TIR only.

Attachment A

Brownfield Plan Resolution(s)

Attachment B

Proposed Site Plan

BENCHMARKS - NAVD88

ELEVATION - 855.88
RAILROAD SPIKE IN EAST SIDE OF
UTILITY POLE, LOCATED 18'± EAST OF
THE C/L OF 3RD AVENUE & 18'± SOUTH
OF THE C/L OF 3RD STREET.
(0.5' ABOVE GROUND)

CONTROL POINTS - MI SOUTH SPCS NAD83

CP#1 M+B RED CAP N 467662.8903 E 12916814.0494 ELEV 854.69
CP#2 M+B RED CAP N 467907.7226 E 12916592.2637 ELEV 852.09
CP#3 M+B RED CAP N 467556.1520 E 12916802.6811 ELEV 852.09

CP#5 M+B RED CAP N 467557.1845 E 12916972.6112 ELEV 849.84
CP#6 M+B RED CAP N 467557.1845 E 12916630.4731 ELEV 853.93

EXISTING UNDERGROUND UTILITY DATA

STORM MH#1
RIM 834.15
18" CONC INV SW 827.15
48" CONC INV N 825.15
48" CONC INV E 824.95
2" DIA RIM,
6" DIA PRECAST STRUCTURE

STORM CB#2
RIM 835.10
18" CONC INV NE 830.00
24" CONC INV NW 830.20 (IN)
24" CONC INV SE 830.20 (OUT)
2.5" BEEHIVE RIM,
4" DIA HAND FORMED CONC STRUCTURE

STORM CB#3
RIM 844.25
12" CLAY INV NE 842.25
BOTTOM STRUCTURE 841.70
1.5'x2" RIM,
2" DIR PRECAST STRUCTURE

SANITARY MH#5
RIM 833.65
10" CLAY INV S 823.30
10" CLAY INV E 823.10
10" CLAY INV W 823.10
FLOWS EAST
2" DIA RIM,
4" DIA PRECAST STRUCTURE

STORM MH#6
RIM 820.23
48" CONC INV NW 820.23
48" CONC INV SE 818.63
FLOWS SE
2" DIA RIM,
8"± DIA PRECAST STRUCTURE

STORM MH#7
RIM 825.18
48" CONC INV NW 815.48
48" CONC INV S 815.18
FLOWS S
2" DIA RIM,
8"± DIA PRECAST STRUCTURE

STORM MH#8
RIM 841.49

APPROXIMATE LOCATION OF CURB AND GUTTER
ON WEST WAS NOT LOCATED IN THE FIELD.

THIRD STREET

THIRD AVENUE
(A 60' WIDE RIGHT OF WAY LINE)

PLACE:
110' OF 2"
WATER SERVICE

PLACE 98' OF 6"
SANITARY SEWER @ 1.00%

PLACE: DS#5
4' DIA. MANHOLE
RIM 852.90
12" (S) 844.42
12" (N) 844.42

PLACE: DS#4
4' DIA. MANHOLE
RIM 853.27
12" (W) 844.79
12" (N) 844.79
12" (E) 844.79

PLACE: DS#2
4' DIA. CATCH BASIN IN CURB
RIM 852.33
12" (E) 845.24

PLACE 90' OF 12"
STORM SEWER @ 0.50%

PLACE: DS#6
12" FLARED END SECTION
12" (S) 844.00

PLACE 83' OF 12"
STORM SEWER @ 0.50%

PLACE 98' OF 8"
SANITARY SEWER @ 1.00%

PLACE 102' OF 12"
STORM SEWER @ 0.50%

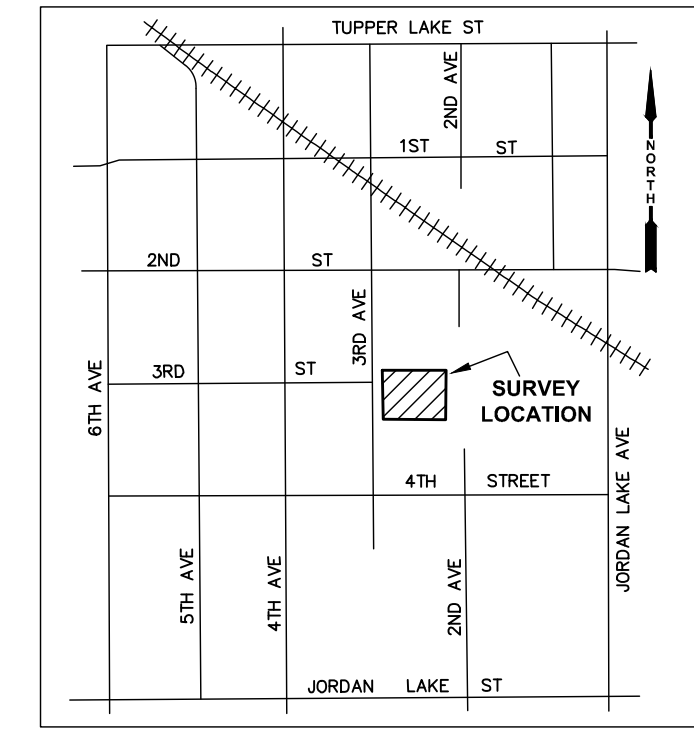
PLACE: DS#3
4' DIA. CATCH BASIN IN CURB
RIM 850.75
12" (W) 845.30

FUTURE 2" WATER
SERVICE (V.I.F.)

PHASE 2
AREA: 54,236 SFT

PHASE 1
AREA: 36,122 SFT

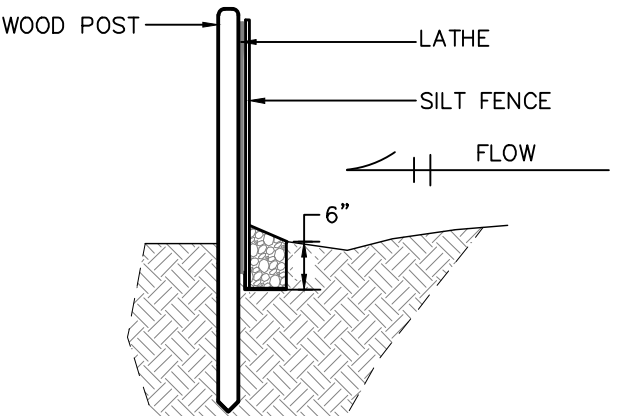
EXISTING 8" SANITARY
SEWER WITH WYE HOOKUPS
FOR PROPOSED BUILDINGS



LOCATION MAP
NO SCALE:

CONSTRUCTION SCHEDULE

ITEM	J	F	M	A	M	J	J	A	S	O	N	D
TEMP. EROSION CONTROL												
TOPSOIL STRIPPING												
SITE GRADING												
SITE UTILITIES												
DETENTION POND												
BUILDING CONSTRUCTION												
PERM. EROSION CONTROL												
LANDSCAPING												
PAVING												
REMOVE TEMP. EROSION CONTROL												



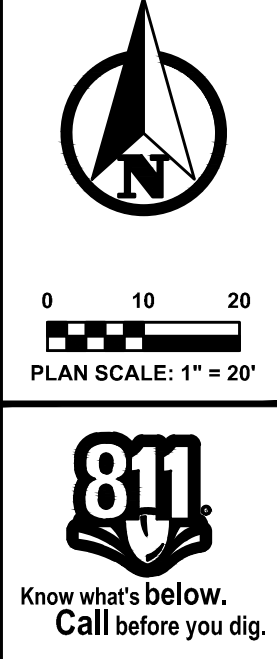
SOIL EROSION CONTROL LEGEND

- 5 SEEDING
- 6 SEEDING W/ MULCH
- 13 RIP-RAP
- 15 PAVING
- 16 CURBING
- 33 SEDIMENT TRAP
- 35 STORM SEWER
- 36 CATCH BASIN
- 53 SILT FENCE
- P PERMANENT
- T TEMPORARY
- M MODIFIED

SHEET SCHEDULE

- 1 - SURVEY PLAN
- 2 - SITE PLAN
- 3 - GRADING AND UTILITY PLAN
- 4 - OVERALL LAYOUT

PREPARED FOR:
STUART VENTURES LLC
7357 WOODLAND RD
LAKE ODESSA, MI 48849
STUARTVENTURES@OUTLOOK.COM



PLAN REVISIONS

NO.	DESCRIPTION

Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801
mailto:info@mbce.com

MB

GRADING AND UTILITY PLAN
FOR
COMMUNITY CONDOS

FIELD SURVEY / DATE	M/B
PROJECT NO.:	230169.02
DESIGN DRAWN BY:	DIB
DESIGNED BY:	ZSV
CHECKED BY:	ZSV
PLAN DATE:	FEBRUARY 14, 2024
SHEET NUMBER	3 OF 4

W
Walker Residential
Design
walkerres2@gmail.com
(816) 891-7558

DEVELOPER:
STUART VENTURES
STUARTVENTURES
@OUTLOOK.COM
(209) 275-4989

PROJECT

**COMMUNITY
CONDOS**

ADDRESS:
825 3RD. AVE.
LAKE ODESSA, MI 48849

NOTES:
DESIGN, SALES, FINANCE &
CONST. CONSULTANTS
TALL TREE REALTY & PROP.
MUT. (816) 813-5383
MCDANIEL2009@GMAIL.COM

ISSUE DESCRIPTION

REVIEW

RED

DATE:

6-10-23

6-22-23

NO.

1

4

NOTE: SEAT CASE AND SEAT
BENCH CASES IN THE DRAWING
SHOULD BE CONSIDERED FOR
REVIEW. THE DESIGNER CANNOT
GUARANTEE SEAT CASES, OTHER
CONTRACTS AND SUBCONTRACTS ARE
RESPONSIBLE TO MEET ALL
NATIONAL, STATE AND LOCAL
BUILDING CODES AND LOCAL
ORDINANCES.

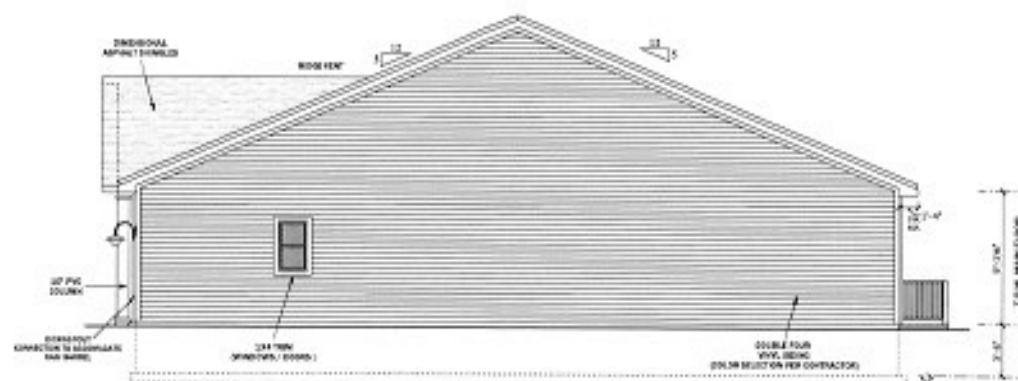
SCALE: 1/4" = 1'

SHEET #1



FRONT ELEVATION

SCALE: 3/16" = 1'



RIGHT ELEVATION

Attachment C

Housing Support Documents

Housing Assessment

Aging Housing Stock

Even with proper maintenance, buildings break down over time. As such, assessments of housing unit availability must consider unit age. Twenty-seven percent of structures in Ionia County and 17.2% of structures in Montcalm County were built in or before 1939. In the coming years, it is likely that a significant number of houses will need major repairs or will no longer be tenable.

Table 11: Year Structure Was Built, Montcalm and Ionia

Year Built	Michigan	Ionia	Montcalm
Median Year	1971	1973	1976
2014 or later	1.3%	1.4%	1.3%
2010 to 2013	1.2%	0.9%	1.0%
2000 to 2009	9.8%	12.2%	12.2%
1990 to 1999	13.2%	15.0%	18.4%
1980 to 1989	9.9%	10.3%	11.1%
1970 to 1979	15.4%	14.7%	14.6%
1960 to 1969	11.9%	6.6%	8.6%
1950 to 1959	14.9%	7.8%	9.4%
1940 to 1949	7.6%	4.2%	6.2%
1939 or earlier	14.8%	27.0%	17.2%

Source: 2019 ACS, 5 yr Estimates

Housing Supply and Demand

Current Demand

In order to determine housing needs, we must first examine the current state of supply and demand. It is important to understand the current demand so that housing strategies can account for that pent-up demand. We will show three different elements of the housing market in order to better demonstrate the current needs. First, we will show housing cost-burden levels for renters and owners. Next, we will look at housing preference types. Finally, we will look at household formation levels and how those compare to past building trends.

Tables 13 and 14 show the total households in the area by income and housing cost burden. Overburdened households are considered to be paying greater than 30 percent of their income toward housing costs. These figures further separated the overburdened, showing the “heavily burdened” as those paying 50 percent or more toward housing. Overburdened households are in need of more appropriate housing, demonstrating a need to construct housing that meets their budget.

There are over 4,000 overburdened renting households in the region. Shown in Chart 8, these households are concentrated on the lower end of the income spectrum, most below \$35,000 per year. These households would need rental units below \$875 per month in order to be unburdened. Chart 11 shows the number of units needed by price in order to relieve housing burden. While it is unrealistic to expect that any area can completely eliminate housing burden, it is important to understand the magnitude of need.

Chart 9 shows at first glance considerably fewer overburdened homeowners, but the scale is very different from renters. Nearly 80 percent of the region owns their home, and over 6,300 are

Table 12: Affordable Units to Alleviate Overburdened Renters, Estimate 2021

Annual Income	Units	Rent Per Month (\$)
<\$20,000	2,229	<\$500
\$20,000 to 34,999	1,354	500 to 874
\$35,000 to 49,999	262	875 to 1,249
\$50,000 to 74,999	95	1,250 to 1,874
\$75,000 to 99,999	11	1,875 to 2,499
\$100,000 or more	136	2,500 and higher

Table 13: Affordable Units to Alleviate Overburdened Homeowners, Estimate 2021

Household Annual Income	Units	Payment Per Month (\$)	Estimated Home Price (\$)*
<\$20,000	2,549	<\$500	Less than 75,000
\$20,000 to 34,999	1,835	500 to 874	75,000 to 132,000
\$35,000 to 49,999	1,139	875 to 1,249	133,000 to 187,000
\$50,000 to 74,999	653	1,250 to 1,874	188,000 to 283,000
\$75,000 to 99,999	121	1,875 to 2,499	284,000 to 377,000
\$100,000 or more	61	2,500 and higher	378,000 and higher

* Purchase price with 5% down, 4.3% interest, 30 year fixed, PMI, and property taxes.

overburdened. Overburdened homeowners are spread through more income ranges than renters, with over 1,100 households at \$35,000 to \$49,999 per year. These households would need homes between \$100,000 to \$175,000 (depending on property taxes and loan parameters) to afford payments of \$875 to \$1,275 per month.

Ionia

Population

45,378

Households

15,301

Median HH Income

\$63,989

Owner HH Income

\$71,809

Renter HH Income

\$41,527

Housing Costs

Owner Units

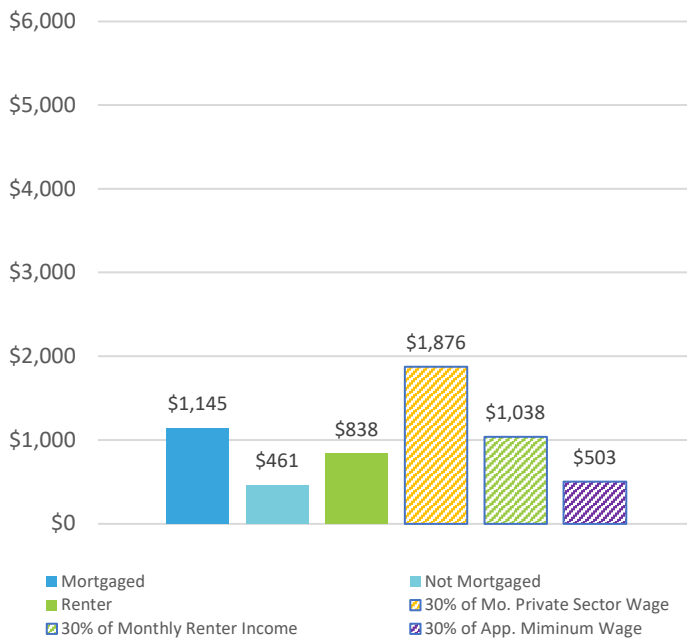
Home Value	\$145,308	2016 Value	\$125,706
Cost M/NM	\$1145/\$461	Value ▲	15.6%
\$48,436 To afford median home			

Renter Units

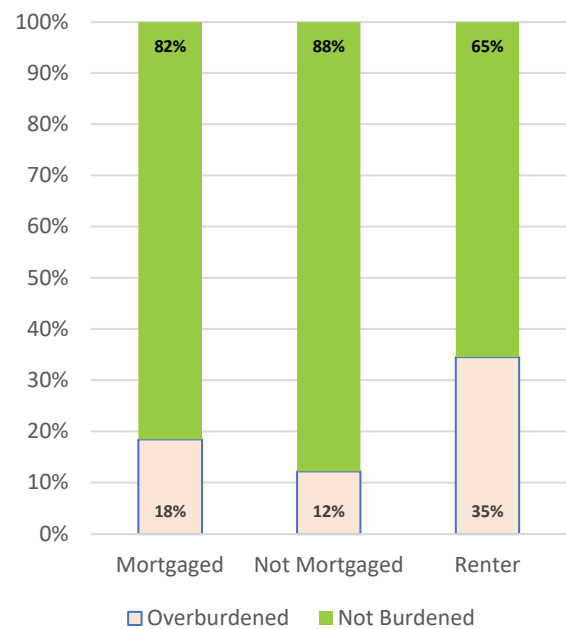
Gross Rent	\$838	2016 Rent	\$784
		Rent ▲	6.8%
\$33,520 To afford median gross rent			

Affordability Gap

Monthly Costs: Owners and Renters



Cost-Burdened Households



Housing and Development Conditions

Housing Stock

Units	16,474	Owner HH	77%	Renter HH	23%		
Median Year Built	1970	% Built Pre-1970		48.9%			
Median Move Year	2010	% Built After 2010		4.4%			
Median Rooms	6.2	SF%	72.4%	MM%	9.1%	MF%	6.1%

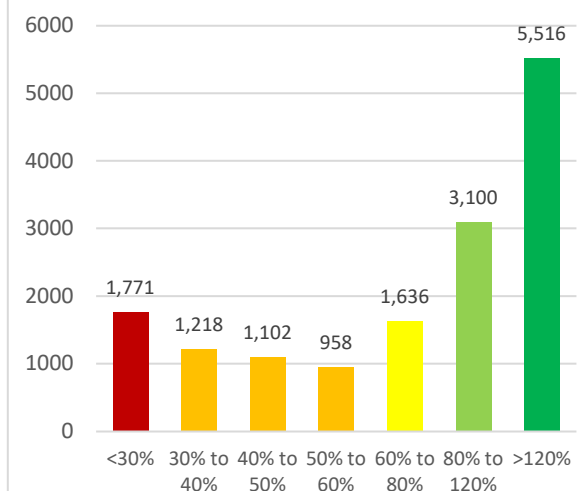
Vacancy Rates

Total	7.1%	Owner	0%	Renter	0%		
Seasonal	1.0%	Other	4.1%	# V Rent	91	#V Owner	108

Homeownership Rate by Race/Ethnicity

Black	20.7%	White	78.5%
Asian	37.0%	Other or Multiracial	55.3%
Am. Indian	85.7%	Hispanic	47.1%
Pacific Islnd	0.0%		

Number of Households by AMI Group



Attachment D

MSHDA Total Housing Subsidy (THS) Calculation

MSHDA Affordable Mortgage Calculation

The Affordable Mortgage calculation is based upon the Michigan State Housing Development Authority (MSHDA) Housing Tax Increment Financing – housing Subsidy Calculation (corrected) memorandum, dated September 1, 2023.

Establish the Affordable Mortgage for the project.

Ionia County Area Median Income (AMI)		
Percentage	AMI	30% of AMI on Housing
100%	\$ 75,865	\$ 22,760
120%	\$ 91,038	\$ 27,311

Mortgage Amount per Unit Type				
Unit Type	Number of Units	Sale Price (SP)	15% Downpayment (DP)	Mortgage Amount (SP – DP)
Unit A	3	\$ 265,000	\$ 39,750	\$ 225,250
Unit B	10	\$ 275,000	\$ 41,250	\$ 233,750
Unit C	4	\$ 300,000	\$ 45,000	\$ 255,000

Annual Payment Per Unit Type						
Unit Type	Yearly Mortgage (YM) (SP-DP)/30 Years	Yearly Interest Rate Fee (IR) 7.53%	Yearly Insurance Cost (IC)	Yearly Taxes (T)	Annual Payment (YM + IR + IC + T)	Type
Unit A	\$ 7,508.33	\$ 8,763.35	\$ 1,985	\$5,350.50	\$23,607.18	<120% of County AMI
Unit B	\$ 7,791.67	\$ 9,094.04	\$ 1,985	\$5,552.40	\$24,423.11	<120% of County AMI
Unit C	\$ 8,500.00	\$ 9,920.78	\$ 2,697	\$6,057.17	\$27,174.94	<120% of County AMI

Data from: [Ionia County, MI - Profile data - Census Reporter](#)

IONIA COUNTY, MICHIGAN

**RESOLUTION ADOPTING A BROWNFIELD PLAN AMENDMENT #1
COMMUNITY CONDOS OF LAKE ODESSA, IONIA COUNTY, MICHIGAN
BY THE COUNTY OF IONIA
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

At a regular meeting of the Board of Commissioners of Ionia County, Michigan, held in the Board of Commissioners Chambers, Ionia County Administration Building located at 101 West Main Street, Ionia MI 48846 on the 9th day of June 2026 at 3:00 PM.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, Ionia County, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has established the Brownfield Redevelopment Authority of Ionia County (the "Authority") and have designated that all related activities shall proceed through the Authority; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for adoption by the Ionia County Board of Commissioners, the Brownfield Plan Amendment #1 (the "Plan") attached hereto, to be carried out within the Village of Lake Odessa, relating to the development of property located at 826 Third Avenue, Lake Odessa, MI, (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Ionia County Board of Commissioners have reviewed the Plan, and have been provided with a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Ionia County Board of Commissioners have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act, and

WHEREAS, the Authority and the Lake Odessa Village Council have passed a resolution supporting the adoption of the Plan;

WHEREAS, the Ionia County Board of Commissioners have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan the Ionia County Board of Commissioners concur with the adoption of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support.** Pursuant to the authority vested in the Ionia County Board of Commissioners, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability.** Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)§

IONIA COUNTY)

I, the undersigned, the fully qualified and acting Clerk of Ionia County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Ionia County Board of Commissioners at a regular meeting held on the 9th day of June 2026, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature
this 9th day of June 2026.

Greg Geiger

Ionia County Clerk

IONIA COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2026-_____

A RESOLUTION OF THE IONIA COUNTY BOARD OF COMMISSIONERS SUPPORTING IM KIDS 3RD MEAL AND ITS
REQUEST FOR A ONE-TIME STATE CAPITAL APPROPRIATION TO ADDRESS CHILDHOOD FOOD INSECURITY

At a regular meeting of the Ionia County Board of Commissioners held on the 9th day of June, 2026, the following resolution was offered:

WHEREAS, IM Kids 3rd Meal, operated by the Michigan Center for 21st Century Teaching & Learning, is a nonprofit organization serving children and families throughout Ionia County and surrounding communities by providing free, ready-to-eat evening meals to food-insecure children; and

WHEREAS, since 2014, IM Kids 3rd Meal has provided more than 1.1 million meals to children facing food insecurity and currently distributes approximately 800–850 meals per school day through partnerships with local school districts and community organizations; and

WHEREAS, childhood food insecurity remains a significant concern in Ionia County and negatively impacts educational success, health outcomes, mental wellness, and family stability; and

WHEREAS, IM Kids 3rd Meal works collaboratively with schools, volunteers, businesses, healthcare organizations, and community partners to ensure children have access to nutritious meals outside of school hours; and

WHEREAS, IM Kids 3rd Meal has secured inclusion in the Michigan House budget process for a proposed one-time state capital appropriation to support the acquisition and development of a permanent facility that would improve long-term program stability, food storage capacity, operational efficiency, and the organization's ability to meet increasing community need; and

WHEREAS, the Ionia County Board of Commissioners recognizes the significant impact IM Kids 3rd Meal has on children, families, and the broader community by helping reduce hunger and supporting healthier, more stable outcomes for local youth;

NOW, THEREFORE, BE IT RESOLVED, that the Ionia County Board of Commissioners hereby expresses its strong support for IM Kids 3rd Meal and respectfully urges the Michigan Legislature and Governor to approve the organization's one-time capital appropriation request during the final state budget negotiations; and

BE IT FURTHER RESOLVED, that the Ionia County Board of Commissioners recognizes IM Kids 3rd Meal as an important community partner committed to improving the health and well-being of children and families throughout Ionia County and the surrounding region.

THIS RESOLUTION WAS ADOPTED THIS 9th DAY OF JUNE, 2026.

Chairperson, Ionia County Board of Commissioners

County Clerk

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Approve Ionia County Community Corrections FY25 Grant Application
June 9, 2026

CONTACT:

Selina Schmidt, CCAB Manager

DESCRIPTION:

Ionia County CCAB has approved the FY27 application for P.A. 511 funded programming for Ionia County. The Board of Commissioners also has to approve the application. This year, we are requesting continuation funding for the Opioid/Methamphetamine Specific Program through TriCAP, while applying for two new programs, outpatient group treatment and outpatient individual treatment through BlueWater Counseling & Recovery for substance abuse treatment.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Circuit Court, Circuit Court Probation, Jail

FINANCIAL ANALYSIS:

There will be no cost to the county after reimbursement through P.A. 511 funds

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

[Click here to enter text.](#)

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approve the FY2 Community Corrections grant application and authorize appropriate signatures on the associated resolution

ADMINISTRATOR'S RECOMMENDATION:

County Administrator Recommends Approval of this Request.

Proposal

Proposal

CCAB Name

Ionia County CCAB

Program	Program Code	Funding Request
Group-Based Programs		
Education	B00	\$0.00
Employment	B15	\$0.00
Cognitive	C01	\$0.00
Domestic Violence	C05	\$0.00
Sex Offender	C06	\$0.00
Outpatient Services	G18	\$126,750.00
Sub-Total		\$126,750.00
Supervision Programs		
Pretrial Supervision	F23	\$0.00
Sub-Total		\$0.00
Assessment Services		
Actuarial Assessment	I22	\$0.00
Pretrial Assessment	F22	\$0.00
Sub-Total		\$0.00
Case Management	I24	\$0.00
Substance Abuse Testing	G17	\$0.00
Other	Z00	\$7,560.00
5 Day Housing	Z02	\$0.00
Program Total		\$134,310.00
Administration		
Salary & Wages		\$14,855.79
Contractual Services		\$0.00
Equipment		\$0.00
Supplies		\$0.00
Travel		\$0.00
Training		\$0.00
Board Expenses		\$0.00
Other		\$0.00
Administration Total		\$14,855.79
Total Funding Request		\$149,165.79
Reserved Funding	Approved Funding	Applied Admin %
		9.96
		9.96

Program Cost Descriptions

Program Cost Descriptions

CCAB Name

Ionia County CCAB

Position

Title	Name	Hourly or Salaried?	Hourly Wage	Salary	% of salary charged to grant	Fringe Total	% of fringe charged to grant	Total hours charged to grant	Total
CCAB Manager	Selina Schmidt	Hourly	\$30.78		%	\$20,513.09	10.0%	416	\$14,855.79

Position Description

Total Position

\$14,855.79

Court Administrator Job Description.docx

Program Code	% of Time	Total CPS	Local/Other	Fee Revenue
Administration	100.0%	\$14,855.79	\$35,667.80	
Totals	100.0%	\$14,855.79	\$35,667.80	\$0.00

Contractual Services
Contract

Terms of Reimbursement

Name of Provider	Services Provided	
TriCap	Opioid Meth Specific Programming	Monthly reimbursement at the rate of \$35 per individual counseling session x 4 per month and \$35 per person per group counseling session x 16 per month. Total = \$700 per person per month x 5 months (150 day program length) + \$125 per assessment = \$3,625 per successful completion

Funding Sources & Cost Allocation

Program Code	CPS	Local/Other	Fee Revenue	Total
G18	\$108,750.00			

Totals	\$108,750.00	\$0.00	\$0.00	\$108,750.00
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Contract

Terms of Reimbursement

One time book fee of \$35 per individual. One time intake fee of \$230. One-on-One sessions at the rate of \$215 per session and group sessions at the rate of \$65 per session. Insurance will be utilized before payment by the program at which point the program would cover copays only. Each participant would average a cost of \$35 for booking fee + \$230 intake session + 25 x \$65 group sessions = \$1,890 if not covered by insurance. Anticipated that 75% of participants will have insurance so cost would be reduced.

Name of Provider**Services Provided**

BlueWater Counseling & Recovery

Moral Reconation Therapy

Funding Sources & Cost Allocation

Program Code	CPS	Local/Other	Fee Revenue	Total
G18	\$18,000.00	\$63,000.00		
Totals	\$18,000.00	\$63,000.00	\$0.00	\$81,000.00

Contract

Terms of Reimbursement

One time book fee of \$35 per individual. One time intake fee of \$230. One-on-One sessions at the rate of \$215 per session and group sessions at the rate of \$65 per session. Insurance will be utilized before payment by the program at which point the program would cover copays only. Each participant would average a cost of \$35 for booking fee + \$230 intake session + 24 x \$215 per individual sessions = \$5,425 if not covered by insurance. Anticipated that 75% of participants will have insurance so cost would be reduced.

Name of Provider**Services Provided**

BlueWater Counseling & Recovery

CBT

Funding Sources & Cost Allocation

Program Code	CPS	Local/Other	Fee Revenue	Total
Z00	\$7,560.00	\$29,940.00		

Totals	\$7,560.00	\$29,940.00	\$0.00	\$37,500.00
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	Total CPS	Local/Other	Fee Renevue	Total
All Contract Totals	\$134,310.00	\$92,940.00	\$0.00	\$227,250.00

Equipment

Program Code	CPS	Local/Other	Fee Renevue	Total	Description
				\$0.00	
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Supplies

Program Code	CPS	Local/Other	Fee Renevue	Total	Description
				\$0.00	
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Travel

Program Code	CPS	Local/Other	Fee Renevue	Total	Description
				\$0.00	
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Training

Program Code	CPS	Local/Other	Fee Renevue	Total	Description
				\$0.00	
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Board Expenses

Program Code	CPS	Local/Other	Fee Renevue	Total	Description
				\$0.00	
Totals	\$0.00	\$0.00		\$0.00	\$0.00
Other					
Program Code	CPS	Local/Other	Fee Renevue	Total	Description
				\$0.00	
Totals	\$0.00	\$0.00		\$0.00	\$0.00

Other Program: Z00-Individual Outpatient Treatment

Other Program

CCIS Code: Z00 **Local Program Name:** *Individual Outpatient Treatment* **New Initiative:** ☒ Yes ☐ No
Provider Name: *Bluewater Counseling* **Program Location:** ☐ Jail ☒ Community
For Regional CCABs only, list all member counties that will use this program:

Input

Curriculum

- ☐ 1) Curriculum Name: *Cognitive Behavioral Therapy*
☐ 2) Number of required curriculum sessions: 24

Participants

- 3) Projected Number of new Enrollments: 15
 4) What is the target population?

☒ Sentenced Felons

☒ Delayed/Deferred Felons

☐ Pretrial Defendants

- ☐ 6) Eligibility criteria: What is the eligibility criteria? Choose at least one of the following criminogenic needs scales.
 a) COMPAS Criminogenic Needs Scales: *Substance Abuse, Cognitive Behavioral, Criminal Personality, Leisure/Recreation, Social Environment, Family Criminality, Criminal Opportunity, Criminal Association*
 b) Gender Responsive Scales: *Experiences of Abuse as Adult, Experiences of Abuse as a Child, Relationship Dysfunction*
 c) ☒ Felony Probation Violator, regardless of COMPAS Score

Gender

All

Funding

Other

- ☐ **Please describe other inputs:**

Activities

- ☐ 1) Group Facilitation
☐ 2) Group check-in
☒ 3) Homework assignment
☒ 4) Homework review
☒ 5) Attendance report
☒ 6) Name of assessment completed: *MAST, DAST*
☒ 7) What is the max # of individual sessions when deemed clinically appropriate? 30
☐ 8) Installation of electronic monitor/ignition interlock
☐ 9) Identify and track participants monitoring schedule
☐ 10) Review of electronic monitoring reports
☐ 11) Report Compliance and non-compliance to the Court

12) Please describe other Activities:

- ☒ Treatment and Recovery Therapy Group. Prime for Life. Joint sessions if needed to work with family members that are influencing or influenced by participants choices.

Outputs

Be sure while program is running to capture this information that will be needed for further reporting.

- ☐ 1) Tracking of electronic monitoring compliance and violations.
☒ 2) Tracking of termination type (successful, unsuccessful, neutral)
☐ 3) Tracking of AVLLOS in program
☒ 4) Documentation of participation/service provided to probation agent/referral source
☒ 5) Number of Groups Conducted
☒ 6) Number of Progress Reports
☒ 7) Number of Terminations
 a) Successful
 b) Unsuccessful
☒ 8) Number of groups attended per participant

9) Please describe other outputs:

☐

☐ I acknowledge that I have read the above information and will comply.

Key Performance Measurement (KPM)

You may choose any of the following or provide another measurable performance indicator.

- ☐ Of those who successfully completed this program, % will obtain employment.
☒ Of those who successfully completed this program, 85% will not be convicted of a crime 3, 6, 12 months post completion.
☐ Of those who successfully completed this program, % will increase parenting time.
☐ Of those who successfully completed this program, % will increase their post-test score.
☐ Of those who successfully completed this program, % will maintain sobriety for 3, 6, 12 months.
☐ Other:

Logic Model

Click [here](#) to generate logic model

Outpatient Group Treatment: G18-Substance Abuse Group

Outpatient Group Treatment

CCIS Code: G18 **Local Program Name:** Substance Abuse Group **New Initiative:** ☒ Yes ☐ No
Provider Name: Bluewater Counseling & Recovery **Program Location:** ☐ Jail ☒ Community
For Regional CCABs only, list all member counties that will use this program:

Input

Curriculum

- 1) Curriculum Name: Moral Reconation Therapy
- 2) Number of required curriculum sessions: 20
- 3) What is the max number of individual sessions when deemed clinically appropriate? 30

Staff

Credentials of Provider:

Relevant MCBAP Certification, Licensed or Limited License Social Worker, Licensed or Limited License Counselor

Participants

- 4) Projected Number of new Enrollments: 20
- 5) What is the target population?

- ☒ Sentenced Felons ☒ Delayed/Deferred Felons ☐ Pretrial Defendants
- 6) Eligibility Criteria: Enrollees must have a completed clinical assessment that identifies need for the service.

Gender

All
Funding

Activities

Approved Activities:

- 1) Group facilitation
- 2) Group check-in
- 3) Assignment of Homework
- 4) Review of homework
- 5) Reporting group attendance

Assessment Completion

- 5) What assessment is used?

☒ Biopsychosocial

☐ SUD Assessment

Outputs

1) Number of Groups Conducted

2) Number of Progress Reports

3) Number of Terminations

a) Successful

b) Unsuccessful

4) Number of groups attended per participant

a) ALOS to Complete

☒ I acknowledge that I have read the above information and will comply.

Key Performance Measurement (KPM)

You may choose any of the following or provide another measurable performance indicator.

☐ Of those who successfully completed this program, % will obtain employment.

☒ Of those who successfully completed this program, 85 % will not be convicted of a crime 3, 6, 12 months post completion.

☐ Of those who successfully completed this program, % will increase parenting time.

☐ Of those who successfully completed this program, % will increase their post-test score.

☐ Of those who successfully completed this program, % will maintain sobriety for 3, 6, 12 months.

☐ Other:

Logic Model

Click [here](#) to generate logic model

Outpatient Group Treatment: G18-OMSP

Outpatient Group Treatment

CCIS Code: G18 **Local Program Name:** OMSP **New Initiative:** ☐ Yes ☒ No
Provider Name: TriCap **Program Location:** ☐ Jail ☒ Community
For Regional CCABs only, list all member counties that will use this program:

Input

Curriculum

- 1) Curriculum Name: *Opioid Meth Specific Programming*
2) Number of required curriculum sessions: 336
3) What is the max number of individual sessions when deemed clinically appropriate? 21
Staff

Credentials of Provider:

Relevant MCBAP Certification, Licensed or Limited License Social Worker, Licensed or Limited License Counselor, Licensed or Limited License Psychologist

Participants

- 4) Projected Number of new Enrollments: 30
5) What is the target population?

- ☒ Sentenced Felons ☒ Delayed/Deferred Felons ☐ Pretrial Defendants
6) Eligibility Criteria: Enrollees must have a completed clinical assessment that identifies need for the service.

Gender

All
Funding

Activities

Approved Activities:

- 1) *Group facilitation*
2) *Group check-in*
3) *Assignment of Homework*
4) *Review of homework*
5) *Reporting group attendance*

Assessment Completion

- 5) What assessment is used?

☒ Biopsychosocial

☒ SUD Assessment

Outputs

Outputs

- 1) Number of Groups Conducted
- 2) Number of Progress Reports
- 3) Number of Terminations
 - a) Successful
 - b) Unsuccessful
- 4) Number of groups attended per participant
 - a) ALOS to Complete

☒ I acknowledge that I have read the above information and will comply.

Key Performance Measurement (KPM)

You may choose any of the following or provide another measurable performance indicator.

☐ Of those who successfully completed this program, % will obtain employment.

☐ Of those who successfully completed this program, % will not be convicted of a crime 3, 6, 12 months post completion.

☐ Of those who successfully completed this program, % will increase parenting time.

☐ Of those who successfully completed this program, % will increase their post-test score.

☐ Of those who successfully completed this program, % will maintain sobriety for 3, 6, 12 months.

☒ Other:

Logic Model

Click [here](#) to generate logic model

Part One

Contact Sheet

Name of CCAB: Ionia County CCAB

Federal I.D. Number: 38-6004857

A: General Contact Information:

	CCAB Manager	CCAB Manager's Direct Supervisor	CCAB Chairperson	Agency Serving as Fiduciary of Award & Contact Person
Name:	Selina Schmidt	Ronald Schafer	Suzanne Kreeger	Chad Shaw
Title:	Court Administrator	Chief Judge	Circuit Judge	County Administrator
Address:	100 W Main St	100 W. Main St	100 W. Main St	101 W. Main St
City:	Ionia	Ionia	Ionia	Ionia
State:	Michigan	Michigan	Michigan	Michigan
Phone:	(616) 527-5315	(616) 527-5315	(616) 527-5315	(616) 527-5300
Email:	sschmidt@ioniacounty.org	rschafer@ioniacounty.org	shoseth@ioniacounty.org	jelliott@ioniacounty.org

Type of Community Corrections Board: County Advisory Board

Date application was approved by the local CCAB: 04/23/2026

Participating County

Counties/Cities Participating in the CCAB: Ionia

Date application was approved by county board(s) of commissioners and/or city council:

[X] Tentative Date

06/09/2026

B: CCAB Membership

Representing:	Name	Email	Vacant
County Sheriff:		Charlie Noll cnoll@ioniacounty.org	[]
Chief of Police:		Dion Sower d.sower@ci.belding.mi.us	[]
Circuit Court Judge:		Suzanne Kreeger shoseth@ioniacounty.org	[]
District Court Judge:		Raymond Voet rvoet@ioniacounty.org	[]
Probate Court Judge:		Robert Sykes, Jr. rsykes@ioniacounty.org	[]
County Commissioner(s): (One Required for each member of County)		Scott Wirtz wirtze@gmail.com	[]
Service Area (Up to 3):		Haleigh Leslie hleslie@ioniacounty.org	[]
Service Area (Up to 3):		Andrew Hayes hayesa@michigan.gov	[]
County Prosecutor:		Kyle Butler kbutler@ioniacounty.org	[]
Criminal Defense Attorney:		Walter Downes wdownes@ioniacounty.org	[]
Business Community:		Ronald Possehn rlpofmi@gmail.com	[]
Communications Media:		Timothy McAllister tmcallister@thedailynews.cc	[]
Circuit/District Probation:		Tammy Pettit pettitt3@michigan.gov	[]

City Councilperson (Applies to City or City/County Regional CCABs only - one from each member City/County required):			<i>Jeff Winters</i>	<i>jmwinters0403@gmail.com</i>	[]
Workforce Development:			<i>Abigail Stalker</i>	<i>astalker@westmiworks.org</i>	[]

Criminal Justice System Analysis

A: PCR Tables

PCR Table FY 2024

	CCAB PCR	State PCR
Overall	40.6%	17.0%
Group 2	29.9%	11.2%
Straddle Cell	48.7%	19.7%
Group 2 Straddle	46.3%	18.3%
Pretrial Appearance Rate	0.0%	%
Pretrial Public Safety Rate	0.0%	%

PCR Table FY 2025

	CCAB PCR	State PCR
Overall	22.4%	18.8%
Group 2	18.8%	12.8%
Straddle Cell	29.3%	21.6%
Group 2 Straddle	23.3%	21.1%
Pretrial Appearance Rate	0.0%	91.0%
Pretrial Public Safety Rate	0.0%	96.0%

Does this data exclude those dispositions with prisoner status? Yes

B: Recidivism

County	# of Probation Violations - New Sentence to Prison	# of Probation Violations - Technical to Prison

C: COMPAS Criminogenic Needs Profile

Please list the Top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for all probationers provided by OCC. Additionally, identify both the local and proposed OCC strategies that will impact the identified needs scales. OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions:

First: *Substance Abuse*
 Second: *Criminal Personality*
 Third: *Residential Instability*

List non-OCC funded programs in support of the top three criminogenic needs.*Swift and Sure Sanctions Probation Program**Sobriety Court**Veteran's Treatment Court**Mental Health Court**Adult Drug Court**OS Probation Services**The Right Door for Recovery and Wellness**AA/NA**Samaritas**MAT Services**Peer Recovery Coach Services***Check the Program codes in support of the top three criminogenic needs. G18: Outpatient Services****State Board Impact**

A: Key Objectives

Does your plan intend to impact sentenced felons? Yes**Please state the objective:**

Overall PCR from 22.40 % in FY 2025, to 20.00 % in FY 2027.

List OCC Programs in support of Objective:*G18: Outpatient Services***Local Program Name(s):***OMSP***Local Program Name(s):***Substance Abuse Group***Local Program Name(s):****List OCC Programs in support of Objective:***Z00: Other**Individual Outpatient Treatment*

List Non-OCC Programs in support of Objective:*SSSPP**Peer Recovery Coach Services**MAT Services**Samaritas**AA/NA**The Right Door for Recovery and Wellness**OS Probation Services**Sobriety Court**Adult Recovery Court**Veteran's Treatment Court**Mental Health Court***Were key objectives met the prior year for the sentenced felon population?** Yes**Does your plan intend to impact pretrial defendants?** No**Additional Information****Please provide any additional information that supports your requests:****Administrative Duties & Expenses Agreement**

Per P.A. 511, Administration funds cannot exceed 30% of the award amount. Staff time billed for Administration duties must be for actual hours worked. Contracted provider time billed for Administration duties must comply with your local provider contract. All expenses must be approved by MOCC.

☒ By applying for Administration funding, I acknowledge and accept the MOCC's Administration Duties & Expenses Agreement.

Evidence Based Plan

☒ The County certifies that the Comprehensive Plan submitted to the Office of Community Corrections adheres to the 8 Evidence-based Principles for Effective Interventions: Assess Actuarial Risk/Needs, Enhance Intrinsic Motivation, Target Interventions, Skill Train with Direct Practice, Increase Positive Reinforcement, Engage Ongoing Support in Natural Communities, Measure Relevant Processes/Practices, and Provide Measurement Feedback.

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

Title: John Deere Motor Grader

Date: June 09, 2026

CONTACT: Cody Waite, Ionia County Road Department Interim Managing Director

DESCRIPTION:

After assessing the Department's needs, The Ionia County Road Department management personnel would like to purchase a John Deere 770GP Motor Grader from AIS Construction Equipment, a MI DEAL approved vendor. Goods and services listed on the MIDEAL website were selected through the State's competitive bid process.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The purchase price of \$526,063 is included in the Department's budget.

LEGAL REVIEW:

None

DEADLINE:

June 09, 2026

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board authorization to purchase a new John Deere Motor Grader.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

Ionia County Board of Commissioners

May 7, 2026

101 W. Main St.

Ionia, MI 48846

Dear Commissioners,

The Road Department is seeking Board approval for the purchase of a new Motor Grader that is currently in the 2026 Equipment Budget. Please note, a typo was made and this was listed in the 2026 Budget as a Gradall, the Motor Grader we will be replacing is a 2015 John Deere 772GP with 12,119 hours.

New Motor Grader (Please see attached quote and specs) Will be a John Deere 770GP with additional attachments. Snow Wing, Rear Ripper and Walk-N-Roll Roller attachment, the roller will also be used with the other Motor Graders in the Fleet. In addition (Please see additional attached quote) This is for a Snow Wing and Rear Ripper for a Motor Grader that was purchased in 2024, these attachments should have been added to the purchase of this Motor Grader but at the time we were unsure of the Budget and desperately needed to replace one of the Graders.

Both quotes provided are with AIS Construction Equipment, and through the MiDeals State Contract that gives the best pricing for Governmental entities, this eliminates the need for additional quotes.

New 770GP Motor Grader w/attachments	\$465,037.00
Attachments for current Motor Grader	\$61,026.00
Grand total	\$526,063.00

Sincerely,

Wes Shafer

Fleet Supervisor



STATE CONTRACT 240*158

Misc	
Date	05/05/2026
Attn	Wes
Rep	Jeff Ely
Cell.	517-204-2127

[illegible]

Subtotal	\$ 465,037.00
Shipping	Included
MI Sales Tax	Exempt
TOTAL NET DUE	\$ 465,037.00

TERMS: AIS agrees to State of Michigan terms
and conditions commodities
To place an order submit your PO
to jely@aisequip.com or
Fax to 517-321-6275

QUOTED PRICES FIRM FOR 30 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY.



AIS Construction Equipment
3690 Grand River Ave
Lansing, MI 48906
PHONE 517-321-8000 Fax 517-321-6275



JOHN DEERE

STATE CONTRACT 240*158

Customer	Ionia County		
Name	Wes Shafer		
City	Ionia	State	MI
Phone		ZIP	

Misc	
Date	05/05/2026
Attn	Wes
Rep	Jeff Ely
Cell.	517-204-2127

Qty	Description	LIST PRICE	TOTAL
1	Current John Deere 770GP Motor Grader Wing, Ripper, Roller, 3 Aux.		
	PDI, Delivery		\$ 300.00
	Wing Attachment		\$ 22,216.00
	Rear Ripper		\$ 16,260.00
	3 Function Rear Aux Hydraulics		\$ 13,850.00
	Parts, labor, attachments, and fluids.		\$ 8,400.00
	Surcharge/Tariffs buyer agrees that if the operating costs of AIS and/or its product manufactures are affected as a result of significant regional or national economic fluctuations, AIS may add a surcharge/Tariff cost to the price of the Goods to compensate for such cost variance.		
		Subtotal	\$ 61,026.00
		Shipping	Included
		MI Sales Tax	Exempt
		TOTAL NET DUE	\$ 61,026.00

TERMS: AIS agrees to State of Michigan terms
and conditions commodities
To place an order submit your PO
to jely@aisequip.com or
Fax to 517-321-6275

QUOTED PRICES FIRM FOR 30 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY.

770 P-Tier Motor Grader



05-May-2026

Code	Description	Qty
8040DW	770 P-Tier Motor Grader Davenport, Iowa, USA.	1

Option Codes

0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0402	Dual Joystick Electrohydraulic (EH) Controls Grade Pro Armrest Controls Include: * Automated Cross Slope control with exclusive Auto-Gain * Integrated grade control (Contact TOPCON, Trimble or Leica for full install requirements) * Return-to-Straight * Armrest steering control AND conventional steering wheel	1
0602	Level 2 Trim Deluxe Seat - Leather/Cloth, heated, air suspension, mechanical lumbar, no tilt and extend Converter 24/12V 30AMP Sun Shade Lower Front Wipers Lower Wiper Disable Switch HVAC Inlet Duct, less Precleaner	1
0676	Level 1 Technology - Automation Features Machine Damage Avoidance, Auto Pass P-Tier in base automation includes: Blade Flip, Auto Articulation & Machine Presets Will also automatically include future software releases.	1
0952	Rear Camera with Dedicated Display	1

1011	Standard Glass with Opening Windows	1
1152	Heated Exterior Mounted Rearview Mirrors	1
1210	Premium Radio Premium AM/FM Radio with Bluetooth, Aux and Weather Band (WB)	1
1258	Warning Beacons (Quad) Only	1
1401	One Front Auxiliary	1
1453	Three Rear Auxiliary	1
183N	JDLink™	1
1880	Less Receiver	1
225A	Future Release	1
2300	Less Secondary Display	1
2940	Less Grade Control Universal Ready, no mast mounts	1
3006	Autoshift Plus Transmission AutoShift Plus also provides Hill Hold and Adjustable RPM capabilities	1
4067	John Deere 9.0L - FT4/Stage V	1
4251	Standard Fuel & Water Filtration	1

4300	Less Quick Service Group	1
5150	Bridgestone Snow Wedge - 17.5R25 G2/L2 Single Star Radial Tires 3 Pc Rim	1
5600	Less Spare Tire With Rim	1
5553	Front & Rear Fenders	1
6052	18 LED Premium Light Package	1
7311	14 ft x 24 in x 7/8 in (4.27 m x 610 mm x 22 mm) with 6 in x 5/8 in (152 x 16 mm) Cutting Edge & 3/4 in (19 mm) hardware	1
7325	No Moldboards Additional Equipment	1
7563	Rear Mounted Ripper/Scarifier with 3 Ripper Shanks & Rear Hitch and Pin	1
7600	Less Blade Impact System	1
7727	Single Input Gearbox with Slip Clutch	1
7765	Balderson Style Front Lift Group	1
8065	Cold Weather Package - Starting Engine block heater and ether cold start aid	1
8070	High Front Extensions	1

Field Installed Attachments

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices are shown in USD unless otherwise noted.

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

Title: MDOT Transportation Work Authorization (TWA)

Date: June 09, 2026

CONTACT: Cody Waite, Road Department Interim Managing Director

DESCRIPTION:

MDOT is issuing a Transportation Work Authorization (TWA) for I-96 Concrete Repairs for \$510,00. MDOT requested the Ionia County Road Department issue an RFP to solicit bids for the work. ICRD issued an RFP, two bids were received.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

A TWA is used by MDOT to budget and allocate additional funding to complete a project. MDOT reimburses the Road Department 8.5% of the value of the contract for handling the RFP process. MDOT requires that the bid be awarded to the low bidder.

LEGAL REVIEW:

N/A

DEADLINE:

June 09, 2026

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request the Board accept the low bid from Cipparrone Contracting Inc. in the amount of \$398,390.00 and authorizing the Board Chairman, & Vice - Chairman to sign the contract.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

IONIA COUNTY ROAD DEPARTMENT
 CONTRACT for MDOT Concrete Joint & Pavement Repairs on I-96
 Tuesday, May 26, 2026 @ 10:30 A.M.

TABULATION

	2026 <u>EST. QTY</u>	C&D Hughes Inc.		Cipparrone Contracting Inc.	
		<u>Bid</u>	<u>Total</u>	<u>Bid</u>	<u>Total</u>
Concrete Pavement Repair Cost (CYD)	430	\$725.00	\$311,750.00	\$673.00	\$289,390.00
Maintenance Of Traffic (LSUM)	1	\$25,000.00	\$25,000.00	\$37,500.00	\$37,500.00
Mobilization (LSUM)	1	\$40,000.00	\$40,000.00	\$59,000.00	\$59,000.00
Minor Traffic Devices (LSUM)	1	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00
TOTALS			\$406,750.00		\$398,390.00

Accepted By: Ionia County Board Of Commissioners

Chairman

Date

Vice-Chairman

Date

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

Title: Resolution Authorizing Contract 26-5192 Nash Hwy from M-50 to 0.5 miles
north of Keim

Date: June 09, 2026

CONTACT: Cody Waite, Interim Road Department Managing Director

DESCRIPTION:

The Ionia County Road Department (ICRD) requested the Michigan Department of Transportation (MDOT) allocate funds from the Federal Highway Administration (FHWA) to the ICRD to do improvements along Nash Hwy from M-50 to 0.5 mile north of Keim. In order to complete the allocation of funds, MDOT requires a Board Resolution accepting the contract between ICRD and MDOT and authorizing the Board Chairman to sign the contract.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

Project total estimated cost \$995,700, federal Funds \$671,599, IRCD funds \$324,101.

LEGAL REVIEW:

N/A

DEADLINE:

June 09, 2026.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Recommend the Board approve the resolution accepting the contract and authorizing the Board Chairman to sign the contract.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

RESOLUTION

MDOT Contract 26-5192

Hot mix asphalt base crushing, shaping and paving, driveways, and permanent pavement markings along
Nash Hwy from M-50 to approximately 0.5 north of Keim Road

WHEREAS, It has been determined that a project to remove and replace Hot mix from M-50 to approximately 0.5 miles North of Keim Rd is needed

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

WHEREAS, MDOT has accepted the application and now wishes to enter into contract 26-5192 with Ionia County and its Board of Commissioners

NOW, THEREFORE, BE IT RESOLVED that the Ionia County Board of Commissioners wishes to enter into contract 26-5192 and authorizes Terry Frewen, Board Chairman and Chad Shaw, County Administrator to sign contract 26-5192.

Signature: _____

Title: _____

Date: _____

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

STP

DA

Control Section	STL 34000
Job Number	218313CON
Project	26A0544
CFDA Number	20.205 (Highway Research Planning & Construction)
Contract Number	26-5192

PART 1

THIS CONTRACT, consisting of PART 1 and PART 2 (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and COUNTY OF IONIA, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Ionia County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "1", dated May 11, 2026, attached hereto and made a part hereof:

Hot mix asphalt base crushing, shaping and paving, driveways, and permanent pavement markings along Nash Highway from M-50 to approximately 0.5 miles north of Keim Road, including trenching, stump removal, aggregate base and drainage; and all together with necessary related work.

WITNESSETH:

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

WHEREAS, the reference "FHWA" in PART 1 and PART 2 refers to the United States Department of Transportation, Federal Highway Administration; and

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

SURFACE TRANSPORTATION PROGRAM

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

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

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

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

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3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART 2, Section 2 of this contract.

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

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

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

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 67.45 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

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

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART 2 that are applicable to a Federally funded project.

In the event of any discrepancies between PART 1 and PART 2 of this contract, the provisions of PART 1 shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF IONIA

By
Title

By
Title

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
for Department Director MDOT



09/06/90 STP.FOR 5/11/26

EXHIBIT 1

May 11, 2026

CONTROL SECTION	STL 34000
JOB NUMBER	218313CON
PROJECT	26A0544

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$995,700
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COST PARTICIPATION

Less Federal Funds	\$671,599
BALANCE (REQUESTING PARTY'S SHARE)	\$324,101

NO DEPOSIT

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

09/06/90 STP.FOR 5/11/26

DOT
BUREAU OF DEVELOPMENT
10-03-25

PART 2

STANDARD AGREEMENT PROVISIONS

SECTION 1 COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION 2 PROJECT ADMINISTRATION AND SUPERVISION

SECTION 3 ACCOUNTING AND BILLING

SECTION 4 MAINTENANCE AND OPERATION

SECTION 5 SPECIAL PROGRAM AND PROJECT CONDITIONS

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

10-06-25

SECTION 1
COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements set forth in the sections of Title 2, Title 23, Title 29 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. 23 CFR 172: Procurement, Management, and Administration of Engineering and Design Related Service Contracts
 - b. 23 CFR 635 Subpart A: Contract Procedures
 - c. 29 CFR 97: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. Construction
 - a. 2 CFR 184: Buy America Preferences for Infrastructure Projects
 - b. 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - c. 23 CFR 140 Subpart E: Administrative Settlement Costs-Contract Claims
 - d. 23 CFR 635 Subpart A: Contract Procedures
 - e. 23 CFR 635 Subpart B: Force Account Construction
 - f. 23 CFR 645 Subpart A: Utility Relocations, Adjustments and Reimbursement
 - g. 23 CFR 645 Subpart B: Accommodation of Utilities
 - h. 23 CFR 655 Subpart F: Traffic Control Devices on Federal-Aid and Other Streets and Highways
 - i. 29 CFR 97 Subpart C: Post Award Requirements
 - 3. Modification or Construction of Railroad Facilities
 - a. 23 CFR 140 Subpart I: Reimbursement for Railroad Work

b. 23 CFR 646 Subpart B: Railroad-Highway Projects

- C. The political subdivisions party to this contract on those Federally funded projects which exceed a total cost of One Hundred Thousand Dollars (\$100,000.00) stipulate the following with respect to their specific jurisdictions:
1. That any facility to be utilized in performance under or to benefit from this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended including Public Law 101-549), and under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Public Law 100-4), Executive Order 11738, and regulations in implementation thereof, is not listed on the date of the contract award, on the U.S. Environmental Protection Agency (EPA) Enforcement and Compliance History Online Database or Watch List.
 2. That they each agree to comply with all of the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines issued thereunder.
 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT and the U.S. EPA, Assistance Administrator for Enforcement, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA Enforcement and Compliance History Online Database or Watch List.
 4. That they each agree to include or cause to be included the requirements of the preceding three (3) paragraphs, in every nonexempt contract.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION 2
PROJECT ADMINISTRATION AND SUPERVISION

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

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for

reimbursement shall be in accordance with clearly defined cost criteria such as 48 CFR Part 31, 23 CFR Part 140, 2 CFR 200, as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for preliminary engineering and/or construction engineering inspection and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" 23 CFR 172, which do not require prior approval of the DEPARTMENT or the FHWA.

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

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, The Office of Rail of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of Public Act 299 of 1980, Section 339.2001, as well as in accordance with the provisions of policies of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those

instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION 3
ACCOUNTING AND BILLING

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

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

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

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

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

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall:

- a. Respond in writing to the Bureau responsible or the DEPARTMENT indicating whether or not it concurs with the audit report.
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense.
- c. Submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE".

The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no

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

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended.

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

Agencies expending a total of One Million Dollar (\$1,000,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The One Million Dollar (\$1,000,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.

Agencies expending less than One Million Dollars (\$1,000,000.00) in FEDERAL funds must submit a letter to the DEPARTMENT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of FEDERAL funds spent, the name(s) of the MDOT federal programs, and the Code of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to:

Michigan Department of Transportation
Financial Operations Division Budget,
Outreach and Program Support Section
P. O. Box 30050
Lansing, MI 48909

Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website www.fac.gov.

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

Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.

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

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

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the requirements described in this section for all subcontracted work.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FHWA Guidelines.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHWA Guidelines and the procedures of the DEPARTMENT.
 - a. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than One Thousand Dollars (\$1,000.00) shall be submitted to the DEPARTMENT unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".
 - b. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

4. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the Michigan Transportation Fund (MTF) and any applicable working capital deposit required by the REQUESTING PARTY. Receipt of progress payments from the REQUESTING PARTY of Federal Funds, State Local Bridge Funds, and Transportation Economic Development Funds will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than One Thousand Dollars (\$1,000.00) will be made unless it is a final billing or combined with other REQUESTING PARTY projects. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit as applicable.
2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefore as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days of notification, the DEPARTMENT, is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.
3. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in 2 CFR Part 200 requirements.
4. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION 4
MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

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

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

- C. On projects involving the mobility of bicyclists, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facilities constructed as the PROJECT except those for maintenance purposes or mobility for persons with disabilities.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION 5
SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information, as may be required, under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 252-253 as amended, being Title 42 U.S.C. Sections 1981 and 2000d-2000d-4 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C.

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Michigan Department
of Transportation
3971 (02/2026)

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised February 2026

APPENDIX B

TITLE VI ASSURANCE

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

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- withholding payments to the contractor under the contract until the contractor complies; and/or
 - cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant 64 thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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Revised September 2025

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

- Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:
 - The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
 - The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR APPROVAL OF RESOLUTION**

Approval of Ionia County Veterans Affairs Committee Bylaws
June 09, 2026

CONTACT:

Chad Shaw, County Administrator

DESCRIPTION:

Request the board to approve the ICVAC bylaws. These are required to move forward with the establishment of a Veteran Service Officer for Ionia County. This committee will be the oversight of the program.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

No financial impact

LEGAL REVIEW:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request the board approve the new bylaws for the Ionia County Veterans Affairs Committee

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends

RESOLUTION

Veterans Affairs Committee Bylaws

WHEREAS, the Ionia County Board of Commissioners met in regular session on June 9th 2026 and reviewed request from the Ionia County Veterans Affairs Committee to approve the by-laws for the Veterans Affairs Committee; and,

WHEREAS, the attached by-laws were established in June of 2026, to align with other statewide veterans affairs committee by-laws; and,

WHEREAS, the Veterans Affairs Committee amended and approved them at their regular meeting on June 2nd, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Ionia County approves the by-laws for the Veterans Affairs Committee, attached hereto and hereby becoming a part of this resolution.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair or County Administrator to effectuate the necessary documents to implement the Board authorized action.

Chairperson, Ionia County Board of Commissioners

County Clerk

APPROVED: June 9th 2026

IONIA COUNTY VETERANS AFFAIRS COMMITTEE BY-LAWS

Effective
06/09/2026

1. NAME

The name of this organization shall be the Ionia County Veterans Affairs Committee, hereinafter referred to as the Committee.

2. AUTHORITY

Nothing in these By-Laws or Ionia County Policies shall supersede the provisions and guidance provided for in the County Department of Veterans' Affairs Act Public Act 192 of 1953; MCL 35.621-624 ("the Act").

3. PURPOSE

The purpose of the Ionia County Veterans Affairs Committee is to function as provided in the Act as a governmental, non-sectarian, non-political Committee to administratively oversee the Ionia County Department of Veterans Affairs, and to:

- 3.1** Provide leadership, consultation, and assistance to interested individuals or groups who foster the well-being of the veteran community.
- 3.2** Functionally align with all veterans organizations at all levels and other groups who could possibly facilitate the needs of the veteran community.
- 3.3** Disseminate timely information concerning the social, economic, health, welfare, services, and programs for Ionia County's Veterans and their dependents.
- 3.4** To cooperate and plan with existing governmental and private agencies in order to develop and make available needed resources for the Veteran Community of Ionia County.

4. COMMITTEE ORGANIZATION

4.1 Membership shall be as provided by County Department of Veterans' Affairs Public Act 192 of 1953. The committee shall consist of three to seven members. . Members shall be appointed by the County Board of Commissioners in accordance with Section 1, MCL 35.621, of the Act.

4.2 The term of office of a Committee member shall be four (4) years commencing January 1 of the year of the appointment.

4.3 Members may be re-appointed according to Ionia County Commissioners board policies

5. SELECTION OF OFFICERS

5.1 Election

Each January, as its first item of business at the first regular meeting, the Committee shall elect from its membership a Chairman, a Vice-Chairman and a Secretary. The officers shall hold office for the calendar year in which they are elected and until their successors are elected.

The Veterans Affairs Director, or a staff person designated by the Director, shall preside at the meeting until a new Chairman has been elected. The director or designee shall call for the nomination for the office of Chairman and when nominations are closed by majority vote or no other nominations are forthcoming, the director or his designee shall order the roll of Committee to be called. When one nominee receives a majority of the votes of the members elected and serving, the nominee shall be declared Chairman. The newly elected Chairman shall immediately assume the Chair and proceed with the election of the Vice-Chairman and Secretary, in the same manner as election of the Chairman. The Chairman shall make appointments to all standing committee, subject to approval by the Committee.

5.2 Term of Office

Officers shall take office immediately following their election and shall hold office until the next election of officers in January.

5.3 Vacancy

Any office that becomes vacant shall be filled by special election by the Committee at any meeting in the same manner as set forth for the election officers set forth in 12.1.

5.4 Duties of Chairman

The Chairman shall preside at all the meetings of the Committee. The Chairman shall be the agent for the Committee in the signing of contracts, orders, and resolutions.

The Committee may designate one member to affix his /her signature to contracts, bonds and other documents requiring the signature of the Chairman, if the Chairman is unable to do so because of illness or other exigency which, in the opinion of the Committee, prevents the Chairman from performing the functions of the office.

5.5 Duties of Vice-Chairman

The Vice-Chairman shall preside at a meeting of the Committee if the Chairman is absent.

5.6. Duties of Secretary

The Secretary, or his/her designee shall keep a record of all proceedings of the Committee to be called "the minutes", to keep the Committee's official membership roll, and to call the roll where it is required. In the absence of the Chairman and Vice-Chairman, the Secretary shall preside at a meeting until a Chairman pro-tem is elected in accordance with rule 11.1.

Secretary Clerical Support for the Committee will be provided by the Ionia County Department of Veterans Affairs. The clerical staff shall have the following duties:

- A. Record all proceedings of the Committee.
- B. Make regular copies of all resolutions and decisions upon all questions.
- C. Record the vote of each member on any questions submitted to the Committee, if required by any member present.
- D. Prepare copies of the minutes of the proceedings of the Committee for the distribution to the members of the Committee.
- E. Perform such other and further duties as the Committee may require.

6. COMMITTEE MEETINGS

6.1 Regular Meetings

Regular meetings of the Ionia County Veterans Affairs Committee shall be held the first Tuesday of each month.

6.2 Emergency Meetings

Emergency Meetings of the Committee may be held only with the approval of two-thirds of the members of the Committee and only if delay would threaten severe and imminent danger to the health, safety, and welfare of the public. A meeting is defined as an emergency meeting only if it must be held before the public notice as provided in rule 4 can be given.

6.3 Place of Meetings

Meetings of the Committee shall be held in the Ionia County Administration Building 3rd floor board conference room, 101 W. Main St. Ionia, MI 48846 unless public notice of the meeting states a different location.

6.4 Time of Regular Meetings

Regular meeting of the Committee shall begin at 5:30 p.m. The VA Committee shall not begin considering any matter on the agenda not yet under consideration by the beginning of the meeting.

7. SPECIAL MEETINGS

7.1 Method of Calling Special Meeting; Notice to Committee

By a majority vote of the Committee members, changes may be made to the meeting schedule including time and place, or to recess any meeting to a later date. A Special meeting of the Committee shall be held only when: requested by at least 3 committee members, OR at the Chairman's request. The request shall be given to the director and shall specify the purpose of the meeting. Upon the request, the director shall notify Committee of the date, time, place and purpose of the meeting at least 3 days prior to the meeting, except in the case of an emergency meeting call in accordance with MCL §15.265

7.2 Manner of Giving Notice to Committee

Notice to Committee shall be in one of the following manners: by causing notice to be delivered to the Committee personally; or by telephone including leaving a message on a telephone answering machine, to a telephone number previously supplied for such purposes by the Committee member, or by email to an address previously supplied for such purpose by the Committee member

7.3 QUORUM

A majority of the member of the Committee constitutes a quorum for the transaction of the ordinary business of the Committee.

8. PUBLIC NOTICE OF MEETINGS

8.1 Director to Provide Notice of Meetings

The Director shall provide proper notice for all meetings of the Committee. A meeting of the Committee shall not be held unless public notice is given as provided in this section and the Open Meetings Act, MCL 15.261, et. seq. Such notice shall include, but not necessarily be limited to the following.

8.2 Regular Meetings

For regular meetings, the Director shall post, within 10 days after the Committee's first meeting in January, a public notice stating dates, times, and places of its regular meetings.

8.3 Changes in Meeting Schedule; Recessed Meetings: Special Meetings

If there is a change in the schedule of regular meetings of the Committee, there shall be posted within 3 days after the meeting at which the change is made, a public notice stating the new dates, times and places of its regular meetings.

8.4 Notification to Media and Others

The Director shall notify, without any charge, any newspaper or radio or television station of the Committee's meeting schedule, schedule changes, or special or emergency meetings whenever such media establishment has filed with the Director a written request for such notice. The Director shall also notify other individuals or organizations of regular meetings schedules, or special or emergency meetings, but only upon their written requests and agreement to pay the county for printing and postage expenses. The Director shall mail all such notices required by the rule by first class mail or email. [MCL 15.265 and 15.266]

9. AGENDA AND MEETING PACKETS

9.1 Agenda for Regular Meetings

The Director, after first reviewing pending matters and requests, shall prepare a draft of the agenda of business for all regularly scheduled Committee meetings. The chairman shall review and add or delete issues as he/she considers proper. Any Committee member, or Commissioner of the county, desiring to place a matter on the agenda shall notify the Director of such item by 9 a.m., seven (7) days preceding the next regular meeting of the Committee.

9.2 Agenda for Special Meetings

Whenever the Committee is called into session pursuant to rule 8.3 Changed, Recessed and Special meetings, the agenda shall be included in the notice of the meeting and no other matter shall be considered except when all members are present and passed by the concurring vote of not less than five committee members.

9.3 Distribution of Agenda and Materials

Upon the completion of the agenda, the Director shall immediately distribute copies of the agenda together with copies of reports, supporting information and documentation that relate to the matters of business on the agenda. The Committee shall be entitled to receive such materials not later than 5 p.m. (7) days immediately preceding the next regular meeting. Distribution shall be sufficient if the agenda and all materials are sent to all Committee members via email to an email address supplied by the Committee member for such purpose, unless a Committee member requests a paper copy. In such case, the paper copy shall be available for pick up within the same time frame at the office of Ionia County Department of Veterans Affairs.

9.4 Order of Business and Agenda for Regular Meetings.

The following is suggested order of the business for regular meetings of the Committee:

1. Pledge of Allegiance / Moment of Silence /Call Meeting to Order
2. Roll Call
3. Citizens Wishing to Address the Board
4. Community Information
5. Additions / Deletions / Changes to the Agenda
6. Approval of Previous Minutes
7. Old Business
8. New Business
9. Financial Reports
10. Director's Report
11. Board Member comments
12. Adjournment

10. CONDUCT OF MEETINGS

10.1 Presiding Officer

The Chairman shall preside at all meetings of the Committee. In the absence of the Chairman, the Vice-Chairman shall preside. If neither the Chairman nor Vice-Chairman is present, the Secretary shall call the meeting to order and preside until the immediate election of a Chairman pro-tem by the Committee members present.

10.2 Rights and Duties of Committee Members

Committee members shall have the following rights and duties:

- When a member is speaking on any question before the Committee, the member shall not be interrupted except to be called to order.
- When a member is called to order, the member shall immediately cease speaking. The Committee, if appealed to, shall decide the case. If there is no appeal, the ruling of the Chairman shall be final.
- When a member is commenting on a question before the Committee, the member cannot conclude their comments by moving the previous question.
- The Chairman shall vote on all questions decided by yea and nay vote except on an appeal from his or her own decision.

10.3 Rights of the Public

10.3.1 Right of the Public to be Present

All persons shall be permitted to attend any meetings unless a closed meeting may be held in accordance with the provisions of sections 7 and 8 of the Open Meetings Act. No conditions on attendance may be place on the public such as requiring that an attending person provide his/her name or other information. A person shall not be excluded from a

public meeting except for a breach of the peace actually committed at the meeting.

10.3.2 Right of the Public to Address the Meeting

Any person shall be permitted to address a meeting of the Committee which is required to be open to the public under the provisions of the Michigan Open Meetings Act, as amended, MCLA 15.261, *et. seq.* Public comment shall be carried out in accordance with the following procedure:

10.3.2.1 Name and Address

Any person wishing to address the Committee shall state his/ her name and may state his / her address.

10.3.2.2 Permitted Topics

Persons may address the Committee on matters or issues which are relevant to the Ionia County Department of Veterans Affairs.

10.3.2.3 Individuals

No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Committee members' questions. The Chairman shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The Chairman may, at his/her discretion, extend the amount of time any person is allowed to speak.

10.3.2.4 Groups

Whenever a group wishes to address the Committee, the group shall identify itself and make it known ahead of time that it wishes to address the Committee in order to facilitate the planning of the time allotments to various portions of the agenda. The Chairman may require that the group designate a spokesman; the Chairman shall control the amount of time the spokesman shall be allowed to speak, which shall not exceed ten (10) minutes. The Chairman may, at his/her discretion, extend the amount of time the spokesperson is allowed to speak.

10.3.2.5 Special Presentations

Special presentations by people invited by the Committee to provide information on a specific item shall be limited to ten (10) minutes, exclusive of questions. The Committee shall limit its questions to five (5) minutes. The Chairman may, at his/her discretion, extend the amount of time for the presentation, the questions, or both.

10.4 Form of Address

Committee members wishing to speak first to obtain the approval of the Chairman and each person who speaks shall direct his/her comments to the Chairman.

10.5 Disorderly Conduct

The Chairman shall call to order any person who is behaving in a disorderly manner by speaking or otherwise disrupting the proceedings, by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities.

Such person shall thereupon be seated until the Chairman shall determine whether the person is in order. If a person so engaged in presentation shall be ruled out of order, he/she shall not be permitted to speak further at the same meeting except upon special leave of the Committee. If the person shall continue to be disorderly and to disrupt the meetings, the Chairman may order the sergeant-at-arms, who shall be the county sheriff or any of his deputies, to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting. {MCL 15.263}

11. RECORD OF MEETINGS

11.1 Minutes and Official Records

The Secretary shall be responsible for maintaining the official record and minutes of each meeting of the Committee. The minutes shall include all the actions and decisions of the Committee with respect to the substantive (non-procedural) motions. The minutes shall include the names of the mover, the person seconding the action, and the vote of the Committee. The record shall also state whether the vote was by voice, or by roll call, and shall show who each member voted.

11.2 Record of Discussion

The Secretary shall not be responsible for maintaining a written record or summary record of the discussions or comments of the Committee members, nor of the comments made by members of the public. The Secretary, though, shall be responsible for keeping an electronic record of each meeting of the Committee. Each such recording shall be maintained in the principal office of the Committee for a period of thirteen months following the date of the meeting. Thereafter, the recording may be discarded unless the recording shall be pertinent to any legal proceeding then underway, pending, or reasonably anticipated.

11.3 Public Access to Meeting Records

The Secretary shall make available to members of the public records and minutes of the Committee meetings in accordance with the Freedom of Information Act. Committee minutes, prepared but not approved by the Committee, shall be available for public inspection not more than eight business days following the meetings. Minutes approved by the Committee shall be available within five business days after the date of the meeting in which minutes were approved.

11.4 Publication of Minutes

Immediately following each session of the Committee, the Secretary shall prepare a report of the proceedings of the Committee at that meeting and make the report available as soon as possible in the office of the Ionia County Veterans Affairs Committee, Department of Veterans Affairs. The report shall be made for public inspection and copying without charge.

11.5 Delegation of Authority

The Secretary may delegate any or all of the above tasks to the Director or other person qualified [see generally MCL 15.269, MCL 15.231-15.244 and MCL 15.261-15.275]

12. OFFICIALS NOT TO BENEFIT

14.1 Contacts Between the Committee and Committee Members

Committee members shall comply with all requirements of Michigan law relating to contracts of public servants and public entities. [MCL 15.321,et.seq.]

13. RULES OF ORDER

13.1 Method of Making Motions

No motion shall be put before the Committee for discussion or decision unless seconded and shall be restated by the Chairman prior to debate. Any motion shall be put in writing at the request of any member. Any motion may, with the permission of the member who made the motion and the member who seconded the motion, be withdrawn at any time before the motion has been adopted. All motions and amendments or substitutes thereto shall be entered in the minutes of the Committee unless withdrawn.

13.2 Resolutions to be in Writing

All resolutions and ordinances shall be presented in writing and must be seconded before debate. Any resolution may, with the permission of the member who made the motion and the second, be withdrawn at any time before the same has been adopted.

All resolutions and amendments or substitutes thereto shall be entered in the minutes or the Committee unless withdrawn.

13.3 Procedural Motions

13.3.1 Motion to Adjourn

A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Committee, or when a member has the floor; provided that there shall be other intervening business or a change in the circumstance between the two motions to adjourn. If no motion or discussion is in progress, the Chairperson has the authority to adjourn meetings without a motion and a vote by the Committee to

adjourn.

13.3.2 Motion to Clear the Floor

This motion may be made by the Chairman or a member at any time procedural matters have been sufficiently confused. If the motion to clear the floor has been adopted, it shall clear the floor of all motions as though they have been withdrawn. The motion shall not be subject to debate nor, if adopted, to reconsideration.

13.3.3 Motion to Reconsider

A motion to reconsider shall be in order on any question the Committee has decided except for a motion to clear the floor. The motion to reconsider shall be in order on the same day as the vote to be reconsidered was taken and the next regular meeting following. The motion to reconsider shall be made only by a member who voted with the prevailing side. A main motion on a question the Committee has decided shall be in order at the next regular Committee meeting at which a motion to reconsider the question is no longer in order.

13.3.4 Appeal Ruling of the Chairman

Any Committee member may appeal the ruling to the Chairman. On all appeals receiving a second, the question shall be, "Shall the decision of the Chairman stand as the decision of the Committee?"

13.3.5 Division of Question

If a pending main motion (or an amendment to it) contains two or more capable of standing as separate questions, the Committee can vote to treat each part individually in succession. Such a course is proposed by the motion for division of a question.

14. VOTING

14.1 Roll Call Votes

The names and votes of Committee shall be recorded on Committee actions to adopt final measures as resolutions, ordinances, appointments or election of officers. The Chairman or any Committee member may request a roll call vote be taken on any item.

14.2 Votes Required

Procedural and other questions arising at a meeting of the Committee, except for those decisions required by statute or Committee rule to have a higher authority, shall be decided by a majority of the members present.

14.3 Method of Voting

The names and votes of members shall be recorded on an action taken by the Committee. A record that is made pursuant to this section shall be available for public inspection. All other measures shall be voted by voice vote. If a Committee member present does not

respond to the call for the voice vote, his or her vote shall be recorded as an affirmative vote, unless good cause is shown for abstaining. If there is abstention or a nay vote, there shall be a roll call vote.

14.4 Procedure for Conduction Roll Call Vote

All roll call votes shall be conducted in accordance with the following procedures:

Prior to the first meeting of the board in each year, the Secretary shall prepare four lists of the members of the board in the following sequences, provided, however, that the name of the Chairperson shall appear as the final name on each of the four lists:

1. Alphabetical order by surname
2. Reverse alphabetical order by surname
3. Alphabetical order by given name
4. Reverse alphabetical order by given name

In the event that two surnames or given names are the same, substitute middle names.

The Secretary shall randomly mix the four different lists prior to each meeting of the board.

For each roll call vote at each meeting of the board, the Secretary shall proceed to select one list and call the roll in descending order in which the members appears on that list for all roll calls at the meeting.

15. RULES OF ORDER; APPEAL

15.1 Questions of Procedure Not Covered by Standing Rules

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern in all cases to which they are applicable and in which they are not inconsistent with these rules and any special rules of order the Committee may adopt.

15.2 Appeal

The Committee as a whole, not the Chairman, is the final authority in judging whether these rules have been violated. A Committee member who disagrees with a ruling by the Chairman may appeal the ruling to the Committee as a whole. Without waiting to be recognized, a member wishing to appeal the ruling shall say, "I appeal from the decision of the Chairman." An appeal requires a second. The appeal may be debated, however, unlike other motions, each member may speak only once. The Chairman may speak in debate twice, the first time in preference over other members and the second time to close debate. An appeal is stated and put to a vote as "Shall the decision of the Chairman be sustained?" It requires a majority vote in negative to overturn the Chairman's ruling. A tie sustains the decision of the Chairman, and loses the appeal.

16. COMMITTEES

Each committee shall thoroughly investigate any matter referred to it by the Committee and shall report in writing the findings to the Committee without undue delay. Upon the motion of a Committee member, and approval by the majority of the Committee, the Committee may discharge a committee from further consideration of any matter.

16.1 Standing Committees

16.1. Appointment of Committee Chairman and Vice-Chairman

At its first meeting in January, after the election of officers, the newly elected Chairman shall appoint members to all standing committees and, for each committee, appoint a Chairperson and Vice-chairperson to preside at all meetings of the respective committees. All appointees to Chairperson and Vice-Chairperson shall be ratified by the Committee. The terms of all standing Committee members and officers shall expire at midnight on December 31st of the calendar year in which they are appointed.

16.3 Special Committees

The Committee may create such special or advisory committees as it deems necessary or appropriate. Special or advisory committees shall automatically expire on December 31st of the year in which they are created unless a different term is specified in the resolution establishing the special or advisory committee, such as until a date certain, or until completion of the appointed task. The term of a special or advisory committee may be extended by Committee.

The terms of all members of a special or advisory committee shall automatically expire upon the termination of the special or advisory committee. Special or advisory committee committees may consist, in whole or in part, of persons who are not Committee members. Members of special committees shall be made by Committee Chairman subject to Committee approval.

16.4 Rules of Order

The Rules of order adopted by the Committee, to the extent that they are applicable, shall govern all matters of procedure related to standing and special committees.

16.5 Open Meetings Act

Meetings of all Committees shall conform to the requirements of the Open Meetings Act [MCL 46.353]

17. EXECUTIVE SESSIONS

17.1 Motion for Executive Session

The vote to hold an executive meeting shall be recorded in the minutes of the meeting at which the motion was made.

17.2 Two-thirds Vote

The Committee may meet in executive session, closed to the members of the public, upon the motion of any member and roll call vote approval by two-thirds of the members appointed and serving for the following purpose:

- To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the VA Committee.
- To meet with an attorney to consider the attorney's written opinion.
- To review the specific contents of an application for employment to a county position and the applicant requests that the application remain confidential. Whenever the Committee meets to interview an applicant, it shall be in open session.

17.3 Other Reasons

The Committee may also meet in executive session for the following reasons without the requirement of the two-thirds vote:

- To reconsider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of a public officer, employee, staff member, or individual agent if named person requests a closed hearing. If the person rescinds his/her request for a closed hearing the matter at issue shall thereafter be considered only in open public meeting.
- To consider strategy connected with the negotiation of a collective bargaining agreement.

17.4 Minutes, Executive Meetings

For each executive meeting, the secretary or his or her designee shall make a separate record of the topics discussed. This record shall not be disclosed to the public except upon the order of the court. The Secretary or his or her designee may destroy the minutes after one year and one day have passed after the meetings at which the approved minutes of the meeting at which the Committee voted to hold the executive meeting.

18. ATTENDANCE POLICY

The intent of this bylaw is to encourage and support full contributions of all board members. Absences are unexcused if the Committee member does not contact the Veterans Affairs Director, Secretary or the Chairman of the VA Committee.

19. TELCONFERENCE ATTENDANCE

There may be time when a committee member might be on travel out of the area. During a regular, special or any other meeting of the Ionia County Veterans Affairs a committee member will be allow to attend by teleconference (phone, skype, etc.).

The following rules must apply:

1. A committee member may participate in a board meeting by any means of communication through which the Chairman, and all members physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by this means is personal presence at the meeting.

20. AMENDMENTS

These by-laws, in whole or in part, may be altered, amended, added to or repealed by 2/3 of Committee members at any regular or special meeting provided that notice of the proposed alterations, amendments or repeal shall be submitted by mail to all Committee members and organized Veterans groups within the County of Ionia at least sixty (60) days prior to the meeting at which they are to be considered. The amendments will be considered effective upon approval by the Board of Commissioners.

VA Committee Approved 06/02/2026