

**Transportation Authority of Calhoun County**  
**Meeting Agenda**  
**October 28, 2025**  
**Marshall City Hall – Council Chambers**  
**323 West Michigan Avenue**  
**Marshall, Michigan 49068**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes – Workshop September 23, 2025 and Regular Meeting September 23, 2025
- V. Public Comments on Agenda Items
- VI. Consent Agenda
  - a. Finance and Budget Report
  - b. AP approval through 10/24
  - c. Revised/Corrected Resolution 07-2025
- VII. Public Hearings and Subsequent Board Action
- VIII. Unfinished Business
  - a. LDDA Financing Plan
- IX. New Business
  - a. Resolution 19-2025 – Banking Resolution
  - b. Resolution 20-2025 – Michigan CLASS Investment
  - c. Resolution 21-2025 – Insurance Policy
  - d. Resolution 22-2025 – Audit Services
  - e. Resolution 23-2025 – Armed Services Luncheon
- X. Public Comments on Non-Agenda Items
- XI. Board and Executive Director Comments
  - a. Communications to the Board
  - b. Legislative Updates
  - c. BCATS Updates – Jeff Franklin
  - d. Consultant Updates – Peter Varga/Clark Harder
- XII. Dates of Next Meetings
  - a. Committee Meeting/Workshop – November 11, 2025 (tentative)
  - b. Board Meeting – November 25, 2025
- XIII. Adjournment

**Transportation Authority of Calhoun County  
Workshop Meeting Minutes  
September 23, 2025  
Marshall City Hall – Council Chambers  
323 West Michigan Avenue, Marshall, MI 49068**

**I. Call to Order**

The meeting was called to order by Chairperson Erick Stewart at 9:04 a.m.

**II. Roll Call**

Members present: Tom Tarkiewicz, Erick Stewart, Vivian Davis, Amy Evans, Maya Williams, Jenasia Morris, Dr. Paul Watson.

Members absent: None.

**III. Agenda**

It was motioned by Jenasia and supported by Vivian to approve the agenda.

Motion carried.

**IV. Public Comment**

None.

**V. Budget Workshop**

Mallory Avis, TACC Executive Director, presented the Authority's Fiscal Year 2026 Budget. Line items were broke down and explained in detail. The Board was very pleased with the presentation.

**VI. Public Comments on Non-Agenda Items**

None.

**VII. Dates of Next Meetings**

- a. Board Meeting – September 23, 2025
- b. Committee Meeting/Workshop – October 14, 2025
- c. Board Meeting – October 28, 2025

**VIII. Adjournment**

Workshop adjourned at 9:50 a.m.

Respectfully Submitted,

---

Vivian Davis, Secretary

---

Erick Stewart, Chair

**Transportation Authority of Calhoun County**  
**Meeting Minutes**  
**Marshall City Hall – Council Chambers**  
**323 West Michigan Avenue, Marshall, MI 49068**  
**September 23, 2025**

**I. Call to Order**

The meeting was called to order by Chairperson Erick Stewart at 9:50 a.m.

**II. Roll Call**

Members present: Tom Tarkiewicz, Dr. Paul Watson, Amy Evans, Maya Williams, Vivian Davis, Erick Stewart, Jenasia Morris.

Members absent: None.

**III. Approval of Agenda**

It was motioned by Dr. Watson and supported by Jenasia to approve the agenda.

Motion carried.

**IV. Approval of Minutes**

It was motioned by Dr. Watson and supported by Vivian to approve Minutes for August 26, 2025.

Motion carried.

**V. Public Comments on Agenda Items**

None.

**VI. Consent Agenda**

- a) It was moved by Dr. Watson and supported by Tom to accept the Finance and Budget Report.

Motion carried.

**VII. Public Hearings and Subsequent Board Action**

None.

**VII. Unfinished Business**

- a) Mallory Avis, TACC Executive Director, gave the Board an overview of upcoming Community Outreach Events in Albion and Battle Creek.

**IX. New Business**

- a) It was moved by Dr. Watson and supported by Jenasia to approve Resolution 06-2025, Net Position Policy. Motion carried.
- b) It was moved by Jenasia and supported by Tom to approve Resolution 07-2025, Authorizing Resolution. Motion carried.
- c) It was moved by Vivian and supported by Dr. Watson to approve Resolution 08-2025, Resolution of Intent. Motion carried.
- d) It was moved by Amy and supported by Maya to approve Resolution 09-2025, Battle Creek Support Services Agreement. Jenasia Morris abstained from voting. Motion carried.
- e) It was moved by Tom and supported by Jenasia to approve Resolution 10-2025, Marshall Support Services Agreement. Motion carried.
- f) It was moved by Jenasia and supported by Vivian to approve Resolution 11-2025, Travel Policy. Motion carried.
- g) It was moved by Dr. Watson and supported by Maya to approve Resolution 12-2025, Investment Policy. Motion carried.
- h) It was moved by Dr. Watson and supported by Tom to approve Resolution 13-2025, Credit Card Policy. Motion carried.

- i) It was moved by Amy and supported by Jenasia to approve Resolution 14-2025, Federal Grant Compensation Policy. Motion carried.
- j) It was moved by Vivian and supported by Maya to approve Resolution 15-2025, Federal Grant Management Policy. Motion carried.
- k) It was moved by Dr. Watson and supported by Tom to approve Resolution 16-2025, BCATS Appointments. Motion carried.
- l) It was moved by Amy and supported by Maya to approve Resolution 17-2025, FY2026 Budget and Organizational Structure. Motion carried unanimously by roll call vote.
- m) It was moved by Jenasia and supported by Vivian to approve Resolution 18-2025, MDOT Blanket Signature Resolution. Motion carried.

**XI. Public Comments on Non-Agenda Items**

None.

**XII. Board and Executive Director Comments**

- a) NPC 11 has invited Ride Calhoun to give a presentation at a meeting in October. Vivian confirmed Marshall Opportunity High School as the location for the September 30th Outreach Event location. Tom suggested looking into an alternate location for the November 11<sup>th</sup> meeting as that falls on a holiday and Marshall City Hall will be closed. Vivian Davis congratulated Jenasia Morris for being recognized as an outstanding leader by the MML.
- b) Peter Varga, Board Consultant, updated the Board on Section 227 of the House Bill referring to grants and not Local Bus Operating revenue. Mallory Avis and Peter Varga are confident that the language will not negatively impact the TACC as much as initially assumed. There are conversations to come on what the language will ultimately look like in the final version.
- c) Jeff Franklin, Director of BCATS, thanked the Board for their participation in BCATS and the new staff appointments.
- d) Peter Varga is pleased with the progress of the Authority and gave some insight on future planning.

**XIII. Next Meetings**

- a) Work Session – October 14, 2025
- b) Board Meeting – October 28, 2025

**XIV. Adjournment**

Meeting adjourned at 10:50 a.m.

Respectfully Submitted,

---

Vivian Davis, Secretary

---

Erick Stewart, Chair



## Transportation Authority of Calhoun County Board AP Bill Approval Report

Vendor ID	Vendor Name	Bill Number	Description	Bill Date	GL Date	Amount
V000007	Access Vision	3509	Record/Edit Community Education Event on 10/8/25	10/15/2025	10/15/2025	356.25
V000009	Calhoun County Treasurer	TC 371-25	JBOR Taxable Value Decrease P# 3870-00-060-0 SEQ 160-25	09/22/2025	09/22/2025	27.81
V000009	Calhoun County Treasurer	TC 377-25	JBOR Taxable Value Decrease P# 5110-00-046-0 SEQ 161-25	09/22/2025	09/22/2025	9.11
V000009	Calhoun County Treasurer	TC 383-25	JBOR Taxable Value Decrease P# 3870-00-098-0 SEQ 162-25	09/22/2025	09/22/2025	18.48
V000009	Calhoun County Treasurer	TC 406-25	JBOR Taxable Value Decrease P# 2320-00-076-0 SEQ 166-25	09/23/2025	09/23/2025	22.15
V000009	Calhoun County Treasurer	TC 389-25	JBOR Taxable Value Decrease P# 1060-00-075-0 SEQ 163-25	09/23/2025	09/23/2025	18.53
V000009	Calhoun County Treasurer	TC 400-25	JBOR Taxable Value Decrease P# 1060-00-075-0 SEQ 163-25	09/23/2025	09/23/2025	9.22
V000008	Continental Linen Service	S4319936	Ride Calhoun Apparel - Board/Staff	09/30/2025	09/30/2025	764.71
V000004	King Media, Inc.	84233	Awareness & Perception Media Campaign - November 2025	10/22/2025	10/22/2025	15,032.00
V000003	Maner Costerisan & Ellis, PC	74140	Accounting Services - September 2025	10/16/2025	10/16/2025	14,606.00
V000003	Maner Costerisan & Ellis, PC	74668	Accounting Services 9/19-10/16/25 - 2025 Intacct Implementation	10/22/2025	10/22/2025	7,791.00
V000010	Michigan Public Transit Association (MPTA)	8606	Membership Dues	10/17/2025	10/17/2025	9,020.72
V000002	Miller Johnson	2026255	General Labor Matters - through 8/31/25	09/23/2025	09/23/2025	1,237.00
V000002	Miller Johnson	2030681	General Corporate Matters - through September 30, 2025	10/14/2025	10/14/2025	8,136.25
V000002	Miller Johnson	2030680	General Labor Matters - through September 30, 2025	10/14/2025	10/14/2025	593.75
<b>Sum Total</b>						<b>57,642.98</b>

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 07-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, September 23, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, this resolution authorizes the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration;

**Whereas**, the Federal Transit Administration has been delegated authority to award federal financial assistance for a transportation project;

**Whereas**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the TACC Board of Directors and may require TACC Board of Directors to provide the local share of the project cost;

**Whereas**, TACC Board of Directors has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

**Now, Therefore**, be it resolved by the Transportation Authority of Calhoun County;

1. That the Executive Director is authorized to execute and file an application for federal assistance on behalf of TACC Board of Directors with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration; Such application will be made directly to the Federal Transit Administration under the authority granted by TACC Board of Directors by the State of Michigan, the Designated Recipient as defined by 49 U.S.C. 5307 (a)(2).
2. That the Executive Director is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the Executive Director is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the TACC Board of Directors.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on September 23, 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Impact on Participaing Jurisdctions, 2025/2026 - 2039/2040

Fiscal Year	Real and Personal Propety Value	Base Year Value	Total Captured Value	City of Battle Creek Capture	City of Battle Creek Retained Capture	Calhoun County Capture	Calhoun County Retained Capture	KCC Capture	KCC Retained Capture	TACC Capture	TACC Retained Capture	Total Desired Capture Retained	Total Capture Retained	
Millages Rates				15.196		6.8967		3.6109		2.66				
Percentage of Total Capture				53.58		24.32		12.73		9.38				
2026	\$115,288,819	\$8,693,117	\$106,595,702	\$1,619,828	\$129,873	\$735,159	\$56,278	\$384,906	\$30,304	\$283,545	\$283,545	\$500,000	\$500,000	
2027	\$117,594,595	\$8,693,117	\$108,901,478	\$1,654,867	\$321,454	\$751,061	\$145,892	\$393,232	\$76,385	\$289,678	\$56,269	\$600,000	\$600,000	
2028	\$119,946,487	\$8,693,117	\$111,253,370	\$1,690,606	\$428,606	\$767,281	\$194,523	\$401,725	\$101,846	\$295,934	\$75,026	\$800,000	\$800,000	
2029	\$122,345,417	\$8,693,117	\$113,652,300	\$1,727,060	\$535,757	\$783,826	\$243,153	\$410,387	\$127,308	\$302,315	\$93,782	\$1,000,000	\$1,000,000	
2030	\$124,792,325	\$8,693,117	\$116,099,208	\$1,764,244	\$589,333	\$800,701	\$267,469	\$419,223	\$140,038	\$308,824	\$103,160	\$1,100,000	\$1,100,000	
2031	\$127,288,172	\$8,693,117	\$118,595,055	\$1,802,170	\$630,760	\$817,915	\$286,270	\$428,235	\$149,882	\$315,463	\$110,412	35%	\$1,177,324	
2032	\$129,833,935	\$8,693,117	\$121,140,818	\$1,840,856	\$644,300	\$835,472	\$292,415	\$437,427	\$153,100	\$322,235	\$112,782	35%	\$1,202,596	
2033	\$132,430,614	\$8,693,117	\$123,737,497	\$1,880,315	\$658,110	\$853,380	\$298,683	\$446,804	\$156,381	\$329,142	\$115,200	35%	\$1,228,374	
2034	\$135,079,226	\$8,693,117	\$126,386,109	\$1,920,563	\$672,197	\$871,647	\$305,076	\$456,368	\$159,729	\$336,187	\$117,665	35%	\$1,254,668	
2035	\$137,780,811	\$8,693,117	\$129,087,694	\$1,961,617	\$686,566	\$890,279	\$311,598	\$466,123	\$163,143	\$343,373	\$120,181	35%	\$1,281,487	
2036	\$140,536,427	\$8,693,117	\$131,843,310	\$2,003,491	\$701,222	\$909,284	\$318,249	\$476,073	\$166,626	\$350,703	\$122,746	35%	\$1,308,843	
2037	\$143,347,156	\$8,693,117	\$134,654,039	\$2,046,203	\$716,171	\$928,669	\$325,034	\$486,222	\$170,178	\$358,180	\$125,363	35%	\$1,336,746	
2038	\$146,214,099	\$8,693,117	\$137,520,982	\$2,089,769	\$731,419	\$948,441	\$331,954	\$496,575	\$173,801	\$365,806	\$128,032	35%	\$1,365,207	
2039	\$149,138,381	\$8,693,117	\$140,445,264	\$2,134,206	\$746,972	\$968,609	\$339,013	\$507,134	\$177,497	\$373,584	\$130,755	35%	\$1,394,237	
2040	\$152,121,148	\$8,693,117	\$143,428,031	\$2,179,532	\$762,836	\$989,180	\$346,213	\$517,904	\$181,266	\$381,519	\$133,531	35%	\$1,423,847	
2041	\$155,163,571	\$8,693,117	\$146,470,454	\$2,225,765	\$779,018	\$1,010,163	\$353,557	\$528,890	\$185,112	\$389,611	\$136,364	35%	\$1,454,050	
2042	\$158,266,843	\$8,693,117	\$149,573,726	\$2,272,922	\$795,523	\$1,031,565	\$361,048	\$540,096	\$189,034	\$397,866	\$139,253	35%	\$1,484,857	
2043	\$161,432,180	\$8,693,117	\$152,739,063	\$2,321,023	\$812,358	\$1,053,395	\$368,688	\$551,525	\$193,034	\$406,286	\$142,200	35%	\$1,516,280	
2044	\$164,660,823	\$8,693,117	\$155,967,706	\$2,370,085	\$829,530	\$1,075,662	\$376,482	\$563,184	\$197,114	\$414,874	\$145,206	35%	\$1,548,332	
2045	\$167,954,040	\$8,693,117	\$159,260,923	\$2,420,129	\$847,045	\$1,098,375	\$384,431	\$575,075	\$201,276	\$423,634	\$148,272	35%	\$1,581,025	
2046	\$171,313,120	\$8,693,117	\$162,620,003	\$2,471,174	\$864,911	\$1,121,541	\$392,539	\$587,205	\$205,522	\$432,569	\$151,399	35%	\$1,614,371	
2047	\$174,739,383	\$8,693,117	\$166,046,266	\$2,523,239	\$883,134	\$1,145,171	\$400,810	\$599,576	\$209,852	\$441,683	\$154,589	35%	\$1,648,384	
2048	\$178,234,170	\$8,693,117	\$169,541,053	\$2,576,346	\$901,721	\$1,169,274	\$409,246	\$612,196	\$214,269	\$450,979	\$157,843	35%	\$1,683,078	
2049	\$181,798,854	\$8,693,117	\$173,105,737	\$2,630,515	\$920,680	\$1,193,858	\$417,850	\$625,068	\$218,774	\$460,461	\$161,161	35%	\$1,718,466	
2050	\$185,434,831	\$8,693,117	\$176,741,714	\$2,685,767	\$940,018	\$1,218,935	\$426,627	\$638,197	\$223,369	\$470,133	\$164,547	35%	\$1,754,561	
2051	\$189,143,528	\$8,693,117	\$180,450,411	\$2,742,124	\$959,744	\$1,244,512	\$435,579	\$651,588	\$228,056	\$479,998	\$167,999	35%	\$1,791,378	
2052	\$192,926,398	\$8,693,117	\$184,233,281	\$2,799,609	\$979,863	\$1,270,602	\$444,711	\$665,248	\$232,837	\$490,061	\$171,521	35%	\$1,828,932	
2053	\$196,784,926	\$8,693,117	\$188,091,809	\$2,858,243	\$1,000,385	\$1,297,213	\$454,024	\$679,181	\$237,713	\$500,324	\$175,113	35%	\$1,867,236	
2054	\$200,720,625	\$8,693,117	\$192,027,508	\$2,918,050	\$1,021,318	\$1,324,356	\$463,525	\$693,392	\$242,687	\$510,793	\$178,778	35%	\$1,906,307	
2055	\$204,735,037	\$8,693,117	\$196,041,920	\$2,979,053	\$1,042,669	\$1,352,042	\$473,215	\$707,888	\$247,761	\$521,472	\$182,515	35%	\$1,946,159	
				<b>\$67,109,372</b>	<b>\$22,533,491</b>	<b>\$30,457,568</b>	<b>\$10,224,154</b>	<b>\$15,946,646</b>	<b>\$5,353,891</b>	<b>\$11,747,231</b>	<b>\$4,205,210</b>		<b>\$42,316,745</b>	
													<b>DRAFT PLAN</b>	<b>\$46,364,497</b>



DELIVERED VIA EMAIL

October 7, 2025

Battle Creek City Commission  
10 North Division  
Battle Creek, Michigan 49014

Re: Ordinance 17-2025

Dear Members of the City of Battle City Commission:

I am providing written comment regarding the introduction of Ordinance 17-2025, which proposes amending the Lakeview Downtown Development Authority (LDDA) and Tax Increment Financing (TIF) Plan.

I want to begin by saying that the TACC supports thoughtful, equitable economic development and recognizes the connection between public transportation and thriving, accessible communities. In fact, reliable public transit is what makes development successful. It connects workers to job, residents to services, and customers to local businesses.

This plan proposes capturing 35% of the City, County, and Kellogg Community College millage, but proposes capturing 100% of the Transportation Authority's millage for the next 30 years. This approach is inconsistent and inequitable.

Notably, the plan does not propose capturing other purpose-driven millages such as the senior, veterans, or park millages – which makes the full capture of the transit millage stand out even more.

For the Transportation Authority of Calhoun County (TACC), this represents an average annual loss of about \$400,000, or approximately 8% of our total tax revenue. Over the life of the plan, that adds up to about \$12 million that would otherwise directly support public transportation for Battle Creek and Calhoun County residents.

To put this into perspective, that annual amount could fund a full year of fixed-route bus service within the Lakeview Development District itself. Without that service, the



very corridor the plan aims to revitalize could see reduced accessibility for residents, employees, and visitors, undermining the plan’s goal of improved connectivity and reduced car dependence.

It is also worth noting that the proposed improvements listed within the plan do not include any transit specific projects, infrastructure, or services. Similarly the “Estimated Impact on Taxing Jurisdictions” includes analyses for the City, County, and KCC, but omits TACC altogether. If our millage is being fully captured, its impact deserves equal consideration and analysis.

**We are not directly opposing the plan; we want to be an equitable partner in it. We are asking to be treated the same as other taxing jurisdictions; a 35% capture, not 100%.**

At a 35% share, TACC would contribute about \$140,000 per year, or roughly 3% of our total tax revenue. This is a fair and meaningful contribution that still allows us to maintain essential services.

Alternatively, if the City Commission supports retaining the full capture of our millage, we ask that the plan be amended to explicitly dedicate those funds to transit-related infrastructure, projects, and services within the LDDA boundaries, aligning with the intent of the voters who approved our millage in 2024.

We stand ready to collaborate on projects that make the LDDA more connected, walkable, and vibrant. We share the same vision for economic growth, but we believe that vision should include equitable treatment for all partners, including public transit.

Sincerely,

Mallory Avis, Executive Director  
Transportation Authority of Calhoun County



VIA FIRST CLASS MAIL AND EMAIL

October 7, 2025

Mayor Mark Behnke & Commissioners  
c/o Victoria Houser, City Clerk  
10 N. Division St.  
Battle Creek, MI 49014

Re: LDDA – TIF Plan Amendment

Dear Members of the City of Battle City Commission:

The Board of Directors of the Transportation Authority of Calhoun County (“TACC”) are writing this letter to express concern regarding the proposed Lakeview District Downtown Development Authority (“LDDA”) - Tax Increment Financing (“TIF”) Plan, specifically the inclusion of the millage revenues of the TACC that have been approved by the voters to fund the area’s public transportation system. While we support the City’s efforts to encourage economic development, we strongly urge this Commission to exclude TACC millage revenues or adjust the capture to reflect an equitable distribution of only 35% as it has agreed to do for the City of Battle Creek, Calhoun County and Kellogg Community College.

As stated above, public transit millages are approved by the voters for a clear and specific purpose- to maintain and improve transit services that connect residents to jobs, education, health care, and other essential purposes. To pass this amendment, this body must find that public services will be adequate to service the Development Area. Without this millage revenue, public transportation will not be adequate. The impact to the TACC is an average of \$400k annually (average over the 30 years). This amount would support fixed route bus service in the LDDA boundaries

269.966.3474

339 W. Michigan Ave.  
Battle Creek, MI 49037

RideCalhoun.org





each year, without which, the LDDA could see a reduction in services and/ or infrastructure. Further, the proposed improvements to the plan (sec 217.2(c-i)) do not specifically call out any transit-oriented economic impact. The Estimated Impact on Taxing Jurisdictions (Sec. 313.1(i)) also fails to provide an analysis of the TACC millage, but provides an impact analysis of the Battle Creek, County, and KCC millages. This amount for the TACC represents roughly 8% of our overall tax revenue. Most importantly, diverting these TACC funds through a TIF statute, undermines the will of the voters and reduces the financial resources available to sustain and expand critical transportation services.

Michigan’s Downtown Development Authority Act, Act 57 of 2018, as amended, recognizes the importance of protecting certain public services by allowing local taxing jurisdictions to opt-out of revenue capture all together. The statute also requires providing notice to each taxing jurisdiction prior to this body’s public hearing to consider a TIF plan amendment. Excluding the TACC millage from capture ensures that development initiatives do not come at the expense of equitable mobility and accessibility – goals that are equally vital to the success of any redevelopment effort.

Therefore, the TACC Board respectfully request that the City of Battle Creek amend the proposed LDDA plan or direct the LDDA to negotiate a pass-through agreement to exempt a portion of the millage from capture. Doing so would reaffirm this City’s commitment to both development and to the residents of Calhoun County who rely on public transportation.

Thank you for your thoughtful consideration of this request. We appreciate the Commission’s dedication to balancing economic growth with the protection of essential public services.

Sincerely,

Erick Stewart, Board Chair  
 Transportation Authority of Calhoun County

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 19-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, October 28, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the Transportation Authority of Calhoun County has determined it to be in the best interest of the Authority to establish a banking account with Southern Michigan Bank and Trust (SMBT), and;

**Now, Therefore**, be it resolved that the Authority execute and deliver to said bank a duly signed original of the completed banking resolution as is hereto attached, and the authority to transact business, including but not limited to the maintenance of savings, checking and other accounts as well as borrowing by the Company, shall be contained in said resolution with the named officers therein authorized to so act on behalf of the Authority as specified hereto.

**Further resolved** that the following officers and/or representatives shall be signatories to said accounts:

**Name of Officer(s)/Representative(s):**

Mallory Avis, Executive Director  
Kristy Grestini, Director of Administration and Planning  
Erick Stewart, Board Chair  
Maya Williams, Board Treasurer

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on October 28, 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 20-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, October 28, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is compliant with Public Act 20, and;

**Whereas**, the Michigan CLASS Board of Trustees oversees the pool and directs the pool administrator, Public Trust Advisors, to emphasize safety, liquidity, and convenience while providing diversification of investments and the advantage of a competitive return, and;

**Whereas**, Michigan CLASS investments are fully compliant with all appropriate Michigan investment laws, and;

**Whereas**, Michigan CLASS has over 900 funded participants ranging from the very large to the very small, with nearly \$5.6 billion in shares outstanding, and;

**Whereas**, this investment has no restrictions regarding withdrawals or contributions, affording the Authority the ability to use Michigan CLASS as it best suits the Authority's needs.

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County approves the Michigan Class Investment Pool as an authorized investment institution and authorizes the Executive Director to complete and execute the necessary documents to enroll in the pool and manage investments with Michigan CLASS.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on October 28, 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 21-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, October 28, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, The Board of the Transportation Authority of Calhoun County (TACC) has determined it is in the best interests of the Authority to obtain certain insurance policies to protect the company, its assets, and its officers and directors against potential risks and liabilities;

**Whereas**, the Authority's Executive Director has presented a summary of insurance options and coverage details for the Board's review;

**Whereas**, the Board has reviewed the proposed insurance policies, including premiums, coverage limits, and terms, and has determined that the selection provides adequate and necessary protection for the Authority and its operations.

**Whereas**, the Executive Director is authorized to execute all necessary documents and agreements to finalize the insurance policy and take all actions required to implement this resolution including paying premiums and managing policy-related matters.

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County approves the procurement of the following insurance policies:

**Policy Type:** General Liability  
**Provider:** Worgess Insurance/Lloyds of London  
**Coverage Term:** 10/1/2025 – 10/1/2026  
**Coverage Amount:** \$1,000,000/\$2,000,000  
**Annual Premium:** \$130,125

**Policy Type:** Excess Liability  
**Provider:** Worgess Insurance/Landmark Amer Ins Co  
**Coverage Term:** 10/3/2025 – 10/1/2026  
**Coverage Amount:** \$5,000,000  
**Annual Premium:** \$62,000

**Be It Further Resolved**, that any prior actions taken by the Executive Director concerning this insurance before the resolution's adoption are officially approved.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on October 28, 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 22-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, October 28, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, it is necessary for the Transportation Authority of Calhoun County (TACC) to appoint independent auditors for the Authority's financial statements for the fiscal year ending September 30, 2025 ;

**Whereas**, the Authority issued a Request for Proposals (RFP) for audit services and received no responses;

**Whereas**, the Executive Director, with the assistance of Maner Costerisan, has independently engaged two audit firms to obtain competitive and comparative rates, and has considered and reviewed the qualifications, independence, and experience of two auditing firms;

**Whereas**, The Executive Director has recommended Rehmann to the Board of Directors for appointment as the Authority's independent auditor;

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County hereby approves the appointment of Rehmann to serve as the independent auditors for fiscal year ending September 30, 2025 and for up to four additional years;

**Further Resolved**, that he audit engagement letter, outlining the terms of the engagement, including the scope of services and fees, is hereby approved. The Executive Director is authorized and directed to execute the engagement letter and any other documents necessary to complete this appointment;

**Further Resolved**, that he officers of the Authority are authorized to perform any acts necessary to carry out the intent of this resolution and to ensure Rehmann has access to all necessary records and personnel to perform its audit;

**Resolved Finally**, that any prior actions taken by Officers or Directors of the Authority related to the engagement of the independent auditors are hereby ratified and confirmed.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on October 28, 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

October 21, 2025

Transportation Authority of Calhoun County  
10 N. Division Street  
Battle Creek, MI 49014

Enclosed is the engagement letter for the **Transportation Authority of Calhoun County** for the year ended September 30, 2025. *Government Auditing Standards* (as amended) require that we communicate, during the planning stage of an audit, certain information to the Board. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting. The engagement letter includes the items which must be communicated to the Board.

Therefore, please make copies of the attached engagement letter and forward the copies to Board.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

Sincerely,



Enclosures



October 21, 2025

Transportation Authority of Calhoun County  
10 N. Division Street  
Battle Creek, MI 49014

We are pleased to confirm our understanding of the services we are to provide the **Transportation Authority of Calhoun County** (the "Authority"), for the year ended September 30, 2025.

### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, and the major fund, including the disclosures, which collectively comprise the basic financial statements of the Authority as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI, such as financial related schedules required by the Michigan Department of Transportation (MDOT), if any, that accompanies the Authority's basic financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions as to whether the Authority's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Authority and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority. Because the determination of abuse is

subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We have advised the Authority of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the Authority has not engaged us to do so and does not wish to do so at this time.

#### **Internal Control Over Financial Reporting**

We will obtain an understanding of the Authority and its business environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control, or to identify significant deficiencies or material weaknesses in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the Authority's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the Authority's attention by us.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of internal controls and revenue recognition. However, planning for our audit has not concluded, and modifications to our risk assessment may still be made. If new significant risks are identified during the course of our audit, we will so inform you

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the Authority's attorneys as part of the engagement, and they may bill the Authority for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving the Authority's account. We may share confidential information about the Authority with these service providers, but remain committed to maintaining the confidentiality and security of the Authority's information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of the Authority's personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of the Authority's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the Authority's confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, management will be asked to provide consent prior to the sharing of the Authority's confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the Authority's financial statements does not relieve management or those charged with governance of their responsibilities.

#### **Compliance with Laws and Regulations and the Provisions of Grant Agreements**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your sole and complete responsibility for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including ongoing monitoring activities; to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the Authority's financial statements is accounting principles generally accepted in the United States of America.

Management is also solely and completely responsible for making drafts of financial statements, all financial records, and related information available to us, including a reasonably adjusted trial balance; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and to evaluate whether there is substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date. Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

For the purposes of this letter, related parties mean members of the governing body; board members; administrative officials; immediate families of administrative officials, board members, and members of the governing body; and any companies affiliated with or owned by such individuals.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We will advise management (and the Board, as necessary) about appropriate accounting principles and their application and may assist in the preparation of the Authority's financial statements, but the ultimate responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the Authority's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements, and the implications of such entries on the Authority's internal control over financial reporting. Further, the Authority is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these nonattest services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud, suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Authority complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for the preparation of the supplementary information that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) management is responsible for presentation of the supplementary information in accordance with GAAP; (2) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods

of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions for the report, and for the timing and format for providing that information.

The Authority is required to disclose the date through which subsequent events have been evaluated, which ordinarily is the date the financial statements were available to be issued. The Authority will not date the subsequent event note earlier than the date of management's written representation letter and the date of our independent auditors' report.

During the course of our engagement, we will request information and explanations from management regarding the Authority's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

As we have informed management, our acceptance of this engagement is subject to the results of our communications with the Authority's prior accountants and our Firm's investigatory procedures.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with the preparation of the Authority's financial statements and related notes. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that management has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them. Management agrees to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience to oversee any nonaudit services we provide; evaluate the adequacy and results of these or other nonattest services provided by our Firm; and understand and accept responsibility for the results of such services.

We are not hosts for any Authority information. Management is expected to retain all financial and non-financial information that management uploads to a portal (document sharing site), and management is responsible for downloading and retaining in a timely manner anything we upload. Portals are meant as a method only of transferring and sharing data, and are not intended for the storage of Authority information, which may be deleted at any time. Management is expected to maintain control over the Authority's accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of the Authority's data or records. Giving us access to the Authority's accounting system does not make us hosts of information contained within.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management functions or responsibilities.

### **Fees**

Our fee for the audit services for the year ended September 30, 2025 will be charged at rates commensurate with the value of our professional services rendered and will be billed at a blended rate of \$225 per hour with a minimum fee of \$17,000.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the Authority's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-time application of significant new professional accounting principles or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

### **Engagement Administration and Other**

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

By applying a digital signature to this engagement letter or other document via DocuSign or a similar third-party digital signature service, management acknowledges the Authority's consent to receive and execute such documents via this method. Management further acknowledges that a digital signature applied via DocuSign or a similar third-party digital signature service has the same legal commitment as a traditional physical signature.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rehmann and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of Rehmann personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through Authority. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our audit engagement and responsibility as auditors ends on delivery of our audit report. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

*Government Auditing Standards* require that we provide the Authority with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2023 peer review report accompanies this letter.

This engagement letter, including the attached Rehmann Audit Engagement Letter Terms and Conditions which are incorporated herein by reference as if set forth within the body of this engagement letter in their entirety, reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the Authority and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

### **Reporting**

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Board of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our report, or if necessary, withdraw from this engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the Authority's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the Authority is incorrect, incomplete, inconsistent, misleading, contains material omissions, or is otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We appreciate the opportunity to be of service to the Authority and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.



Doug Deeter, CPA  
Principal  
Executive responsible for supervising the  
engagement and signing our report

**ACKNOWLEDGED AND ACCEPTED:**

This letter correctly sets forth the understanding of *Transportation Authority of Calhoun County*.

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Rehmann Audit Engagement Letter and Conditions

**ADDITIONAL SERVICES** - The Authority may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

**CODE OF CONDUCT** - Management is responsible for identifying any violations by employees of the Authority's code of conduct.

**CHANGES IN STANDARDS, LAWS AND REGULATIONS** - We perform services for the Authority based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The Authority can always obtain reassurance in this regard by contacting us for an updated review of the Authority's situation.

**MANAGEMENT'S REPRESENTATIONS** - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete, inconsistent, or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the Authority agrees that we shall not be responsible for any material misstatements in the Authority's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, inconsistent, or misleading representations that are made to us by management. In addition, the Authority further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the Authority's management.

**CLIENT ASSISTANCE** - We understand that the Authority's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the Authority's financial affairs.

**WORK SPACE** - The Authority shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

**TIMELY DECISIONS AND APPROVALS** - The Authority understands that Rehmann's performance is dependent on the Authority's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by Authority personnel.

**ACCURACY AND COMPLETENESS OF INFORMATION** - Management agrees to ensure that all information provided to us is accurate, complete, and consistent in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

**EMAIL** - The Authority acknowledges that (a) Rehmann, the Authority and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the Authority expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

**OFFERS OF EMPLOYMENT** - Professional standards require us to be independent with respect to the Authority in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the Authority desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the Authority, a market-driven compensation placement fee will apply.

**ADDITIONAL FEES AND BILLING POLICIES** - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the Authority. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the Authority has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of Authority personnel, as required, and that there is a reasonable continuity of Authority personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the Authority. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the Authority is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the Authority of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the Authority's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The Authority will be obligated to compensate us for all time expended

# Rehmann Audit Engagement Letter and Conditions

and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

Rehmann charges a 3% convenience fee on credit card payments.

**CLAIMS** - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the Authority agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

**TERMINATION OF SERVICES** - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The Authority is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the Authority's right to terminate our services at any time, and the Authority acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the Audit Scope and Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management (or the Audit Committee, if applicable) fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the Authority seeks damages allegedly resulting from such resignation, our maximum liability to the Authority in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

**INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS** - If the Authority intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a Comprehensive Annual Financial Report), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the Authority agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the Authority's Internet Web site, the Authority understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS** - If the Authority decides to include, publish or otherwise reproduce our audit report on the financial statements at a date subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering

or other disclosure document such as a prospectus, official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances, the Authority agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the Authority's agent (such as an underwriter, bond counsel, placement agent, financial advisor, broker-dealer, etc.) requests our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the Authority wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

**INFORMAL ADVICE** - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

**THIRD PARTY PROCEEDINGS** - As a result of our prior or future services to the Authority, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, regulatory, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the Authority as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the Authority.

**PEER REVIEW** - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the peer reviewer will review a sample of our work. It is possible that the work we perform for the Authority may be selected by the peer reviewer for their inspection. If it is, the peer reviewer is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the Authority reviewed by our peer reviewer, please notify us in writing.

**PROMOTIONAL MATERIALS** - The Authority consents to Rehmann's use of your Authority name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

**MEDIATION** - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

## Rehmann Audit Engagement Letter and Conditions

---

**GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.



## Report on Firm's System of Quality Control

August 30, 2023

To the Principals of Rehmann Robson LLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Rehmann Robson LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, an audit performed under FDICIA, and an examination of a service organization (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rehmann Robson LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rehmann Robson LLC has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP

# Rehmann

## EXAMPLE CHANGE ORDER

Client: *Transportation Authority of Calhoun County*, (the "Authority")

Date:

Project Description (and estimated completion date, if appropriate):

---

---

---

---

---

Estimated Additional Fees:      \$ \_\_\_\_\_

We believe it is our responsibility to exceed the Authority's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated \_\_\_\_\_. The estimated fees for the above project have been mutually agreed upon by the Authority and Rehmann. It is our goal to ensure that the Authority is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the Authority's records. Thank you for letting us serve the Authority.

Agreed to and accepted:

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## E-Billing Enrollment/Confirmation

Timely and easy-to-access invoices and statements will now be emailed to you. Please provide your contact information below to start taking advantage of electronic invoicing and statements.

Primary Billing Contact: \_\_\_\_\_

Billing Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are already taking advantage of e-Billing, we will confirm this information in our systems. Additionally, the billing contact will receive information on e-Payment options to simplify your accounts payable process.

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 23-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, October 28, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the Transportation Authority of Calhoun County seeks to support and honor the members of the United States Armed Services for their dedication and sacrifice; and

**Whereas**, the Battle Creek Chamber of Commerce is hosting the 69<sup>th</sup> Annual Armed Forces Appreciation Luncheon on November 6, 2025 to recognize and show appreciation for service members; and

**Whereas**, the Authority believes that sponsoring this aligns with its core values, mission, and vision; and

**Whereas**, the cost of the sponsorship will be \$1,500 at the "Silver" level, and the expenditure has been reviewed and approved by internal staff;

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County hereby approves the sponsorship of the 69<sup>th</sup> Annual Armed Forces Appreciation Luncheon in the amount of \$1,500;

**Further Resolved**, that the Executive Director is hereby authorized and directed to execute any and all documents and take any necessary action to effectuate this resolution, including entering into a sponsorship agreement with the Battle Creek Chamber of Commerce.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on October 28, 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date