

NOTICE OF PUBLIC HEARING

Houghton County announces that a Public Hearing will be held on Tuesday, September 12, 2023 at 4:00 p.m., or as soon thereafter as possible, on the 5th floor of the Houghton County Courthouse located at 401 East Houghton, Houghton, Michigan. The purpose of the Public Hearing is to receive public comment on the completed Quincy MFG, LLC loan project. This Public Hearing is being held as part of the close out of a Community Development Block Grant funded revolving loan fund project undertaken by the County.

Jennifer Kelly
County Clerk
906-482-1150



STATE DISASTER CONTINGENCY FUND GRANT RESOLUTION Resolution #23-16

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HOUGHTON COUNTY,

WHEREAS, HOUGHTON COUNTY, Michigan, is a political subdivision within the State of Michigan with an official Emergency Operations plan in compliance with Section 19 of the Emergency Management Act, Act 390, Public Acts of 1976, as amended.

WHEREAS, HOUGHTON COUNTY, sustained severe losses of major proportions brought on by the Spring 2023 Flooding resulting in the following conditions: infrastructure damage caused by rapid snow melt causing abandoned railroad grades- acting as earthen dams- to fail. Significant erosion caused by fast moving melt waters overwhelmed storm sewer and storm water systems causing road damage, including washouts and closures due to debris deposited on the roadways (in excess of 12" of silt in some locations).

WHEREAS, THE BOARD OF COMMISSIONERS certifies that the County Emergency Operations Plan was implemented at the onset of the disaster at 18:00 April 11, 2023 and all applicable disaster relief forces identified therein were exhausted.

WHEREAS, as a direct result of the disaster, public damage and expenditures were extraordinary and place an unreasonably great financial burden on HOUGHTON COUNTY totaling \$18,073,66

NOW, THEREFORE BE IT RESOLVED THAT THE HOUGHTON COUNTY BOARD OF COMMISSIONERS requests the Governor authorize a grant to the COUNTY OF HOUGHTON from the State Disaster Contingency Fund pursuant to Section 19, Act 390, Public Acts of 1976, as amended.

FURTHERMORE, Kevin Harju, Houghton County Road Engineer is authorized to execute for and on behalf of Houghton County the application for financial assistance and to provide to the State any information required for that purpose.

Moved by Commissioner:

Supported by Commissioner:

Roll Call Vote:

Yes:

No:

Motion Carried.

RESOLUTION DECLARED ADOPTED.

Tom Tikkanen, Chairman
Houghton County Board of Commission

Date

I, Jennifer Kelly, Clerk of Houghton County, do hereby certify and set my seal to the above Resolution as adopted September 12, 2023, at the Houghton County Courthouse, 401 East Houghton Avenue, Houghton, MI 49931.

Jennifer Kelly, Houghton County Clerk

**INDIGENT CRIMINAL DEFENSE CONTRACT
BETWEEN HOUGHTON BARAGA AND KEWEENAW COUNTIES
AND THE TRI-COUNTY PUBLIC DEFENDERS, A MICHIGAN NON-PROFIT
CORPORATION (2023/2024)**

This contract is made between TRI-COUNTY PUBLIC DEFENDERS (TCPD); a Michigan non-profit corporation, and the Michigan counties of Houghton, Baraga, and Keweenaw through their authorized representatives (COUNTIES):

1. Attorney Services:

References to TCPD in this contract include all attorneys hired or subcontracted by TCPD who perform all legal services contained within this contract.

2. Services Covered:

TCPD will provide representation of indigent criminal defendants in the 97th District and 12th Circuit Courts, including the Baraga Maximum Correctional Facility, according to the scope of lawyers' responsibility outlined in MCR 6.005(H) and in conformance with the rules adopted by the Michigan Indigent Defense Commission (MIDC). Representation shall include all matters set forth in Paragraph 4 of this contract, as set forth below.

3. Services Excluded

The following services are excluded from this contract:

- a. Appeals filed in the Michigan Court of Appeals and Michigan Supreme Court, except for interlocutory appeals TCPD deems appropriate;
- b. Appeals to the United States Supreme Court;
- c. Habeas corpus proceedings in the United States District Courts and Court of Appeals.

4. Representation:

TCPD will represent indigent criminal defendants at all stages of criminal proceedings starting at arraignment and continuing until completed. TCPD shall investigate each indigent criminal defendant's case and consult with each indigent criminal defendant throughout the indigent criminal defendant's case. TCPD shall also provide necessary representation of each indigent defendant, including attending line-ups and out-of-court identification procedures, seeking bond modifications, participating in extradition proceedings, negotiating plea bargains and other

matters with prosecuting authorities, interviewing witnesses, preparing for trial, preparing, filing, and arguing motions, seeking counseling for the defendant when appropriate, seeking referrals to appropriate agencies, conducting trials, filing and arguing post-trial motions, defending alleged probation violations, briefing and arguing interlocutory matters in the Michigan Court of Appeals and Michigan Supreme Court and conducting any retrials ordered following an appeal. TCPD'S responsibilities include preparation of all briefs, documents, letters, research and any and all things regarded as adequate representation of the indigent party.

5. Indigent Persons:

An indigent person is defined by and shall be determined to be indigent by the COURT pursuant to MCL 780.991(3) and any amendment to MCL 780.991(3) enacted during the contract, MCR 6.005(3) and any amendment to MCR 6.005(3) enacted during the contract, and all rules and regulations adopted by the MIDC.

6. Conflict of Interest:

If at any time after a referral has been made, TCPD discovers a conflict of interest pursuant to the Michigan Rules of Professional Conduct, TCPD shall promptly notify the Conflict Attorney Manager, Hannah Goodman, who will appoint an attorney from the Conflict Counsel Roster when TCPD is unable to provide representation due to a conflict. Conflict counsel's bills shall be reviewed by the Conflict Attorney Manager, Hannah Goodman, and if approved, shall be paid by the fiduciary of TCPD's plan (Houghton County) per the budget submitted by TCPD and approved by the MIDC. Conflict counsel's bills for experts and investigators shall be reviewed by the Conflict Attorney Manager, Hannah Goodman, and if approved, shall be paid by the fiduciary of TCPD's plan (Houghton County) per the budget submitted by TCPD and approved by the MIDC

7. Duration:

The minimum duration of this contract shall be from October 1, 2023 through September 30, 2024. This agreement shall not automatically expire on September 30, 2024. On or about October 1, 2024, this agreement shall:

- a. Be renewed after evaluation and any modification by the parties; or,
- b. Be extended for an additional year if no other action is taken; or,
- c. Be terminated as later provided for in this agreement.

8. Payment for Services:

The provisions in this paragraph for payment to TCPD for services are made with reference to the following:

- a. COUNTIES' responsibility for payments to TCPD (through Houghton County, acting as fiduciary for all three COUNTIES) for indigent criminal defense is statutorily limited to the respective "local shares" of the COUNTIES as defined and calculated pursuant to MCL 780.983(I).
- b. The remainder of TCPD'S budget for providing indigent criminal defense is statutorily required to be provided by State of Michigan grants.
- c. TCPD's budget has been approved by MIDC and the Michigan Legislature has appropriated the funds needed to provide the grants to TCPD and other indigent defense providers.
- d. COUNTIES believe that there is no statutory basis for the MIDC to delay providing the state grants to TCPD through the funding unit and that the State grant money should be paid to TCPD through the funding unit in the following manner: one-half up front in October of 2023, and then quarterly payments on April 1, 2024 and July 1, 2024, and likewise in all successive fiscal years.
- e. COUNTIES are unwilling to provide financing to TCPD over and above the local shares to compensate for MIDC's failure to provide the state grant money to TCPD in a manner which will reasonably allow TCPD to begin and continue operations.
- f. COUNTIES are willing, however, to re-visit the timing of payments of local shares if necessary for TCPD to successfully continue operations

TCPD and COUNTIES therefore agree as follows:

- a. COUNTIES' responsibility for payments to TCPD (through Houghton County, acting as fiduciary for all three COUNTIES) for indigent criminal defense shall be limited to the respective local shares of the COUNTIES as defined and calculated pursuant to MCL 780.983(I).
- b. COUNTIES' local shares for the year of this contract will be paid to TCPD (through Houghton County acting as the fiduciary for all three COUNTIES) in the following manner: one-half of COUNTIES' local shares shall be paid in October of 2023, and the remaining one-half of COUNTIES' local shares in April of 2024, and likewise in all successive fiscal years, unless the COUNTIES determine in consultation with TCPD that some or all of the balance of the COUNTIES' local shares should be paid earlier in order to assist TCPD in continuing operations.

TCPD shall not receive compensation in any form from or on behalf of persons represented or for services rendered pursuant to this contract.

9. Costs and Expenses:

TCPD shall pay for all costs, fees, and expenses incurred providing the contract services as well as all overhead costs such as general office, secretarial, staffing, phone, supplies, equipment, and subcontract fees paid to other attorneys.

TCPD shall also be responsible for and pay the following expenses as provided in TCPD'S budget that was reviewed and approved by the MIDC:

- a. Defense witness fees and expenses, including statutory mileage fees for defense witnesses;
- b. Investigative services for defendants and expert witness fees for defendants;
- c. Defense's share of the cost of transcripts of preliminary examinations and other transcripts;
- d. Service of process fees incurred by the defense;
- e. Costs of medical and psychiatric evaluations for the benefit of the defense; and
- f. Travel and lodging expenses incurred while investigating or trying cases or proceedings or training.

10. Malpractice Insurance:

The COUNTIES shall have no liability and shall be indemnified for malpractice claims which may be made by persons represented by TCPD pursuant to the contract. TCPD and all conflict attorneys shall carry malpractice insurance, in an amount approved by the COUNTIES and proof of such insurance shall be provided to the COUNTIES forthwith.

11. Non-Privileged Information:

When appropriate, TCPD shall advise clients serviced by this contract that information regarding their financial circumstances which is probative of determining indigence is not privileged information unless the information is probative of the guilt or innocence of the client in which case the information shall be protected by the lawyer-client privilege.

TCPD have the continuing responsibility to bring to the attention of the Judge who is presiding in the matter any non-privileged information regarding the financial resources of defendants which bears on their eligibility for counsel services under this contract.

12. Record Keeping and Information Access:

The COUNTY shall provide TCPD access to information current and historic regarding indigent defense, if requested.

The COUNTIES shall provide TCPD non-confidential information kept in its normal course regarding indigent representation current and historic and the criminal docket general if necessary.

TCPD shall maintain individual case records in a manner and according to categories as deemed necessary but not unduly burdensome for an effective evaluation and review of the contract.

TCPD may participate in meetings with the COUNTIES, courts, and prosecutors relative to the administration of the criminal justice system in Houghton, Baraga, and Keweenaw Counties relating to matters such as scheduling, local court rules and practices.

No provision contained in this contract shall be deemed to require the COUNTIES to undertake any additional, new or revised record keeping.

13. Notices:

Notices to TCPD regarding this contract shall be made to TRI-COUNTY PUBLIC DEFENDERS, 1221 Schoolhouse Drive, Houghton, Michigan 49931. Notices to Keweenaw County shall be made to the Keweenaw County Clerk, 5095 4th Street, Eagle River, MI 49950. Notices to Houghton County shall be made to the Houghton County Clerk, 401 E. Houghton Avenue, Houghton, MI 49931. Notices to Baraga County shall be made to the Baraga County Clerk, 2 South Main Street, L'Anse, MI 49946.

14. Contract Modifications:

Any modifications of this contract shall be in writing and approved by all parties. There are no parole agreements accompanying this contract.

15. Contract Disputes:

Any contract dispute shall be addressed first to the presiding Judge of the 97th District Court if the dispute is a District Court matter, secondly by the presiding Judge of the 12th Circuit Court if the dispute is a Circuit Court matter, and thirdly by appropriate legal remedies, if necessary. The Judges shall act as mediators; their recommendations shall not be binding on TCPD or the COUNTIES unless agreed to by TCPD and the COUNTIES.

16. Termination of Contract:

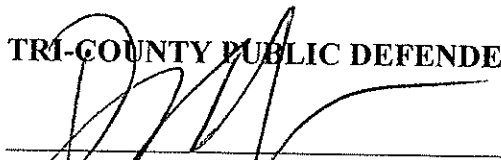
Any party may terminate this contract immediately and at any time for good cause, unethical conduct, or a violation of this contract's terms. Any party may terminate the contract without cause by 90 days written notice at any time after this contract has been in effect for six months or more.

All cases assigned prior to termination without cause shall be completed pursuant to the contract without compensation other than that provided for in this contract. All cases assigned to defense counsel prior to October 1, 2023 shall continue with such assigned counsel and the COUNTIES shall compensate assigned counsel on those cases through and to conclusion according to the terms of the appointment policy in effect at the time of appointment.

17. Indigent Defense Commission Deference

This contract is subject to The Michigan Indigent Defense Commission enacting any standards for indigent public defense. This contract is subject to modification based on the Commission's standards and recommendations.

TRI-COUNTY PUBLIC DEFENDERS


By: David M. Gemignani
Chief Public Defender

Dated: 9/17/23

HOUGHTON COUNTY

By: Tom Tikkanen, Chairman
Houghton County Board of Commissioners

Dated: _____

Benjamin Larson, Houghton County Controller

Dated: _____

BARAGA COUNTY

By: Gale Eilola, Chairman
Baraga County Board of Commissioners

Dated: _____

KEWEENAW COUNTY

By: Donald Piche, Chairman
Keweenaw County Board of Commissioners

Dated: _____



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN VETERANS AFFAIRS AGENCY
LANSING

ADAM HOLLIER
DIRECTOR

August 21, 2023

Tom Tikkanen
401 E. Houghton Ave.
Houghton, MI 49931

Dear Mr. Tikkanen:

The Michigan Veterans Affairs Agency (MVAA) has accepted Houghton county's application for the 2024 County Veteran Service Fund (CVSF) Grant. Your grant number will be assigned on October 1, 2023.

The grant award will be funded for up to \$70,239 of approved costs during the grant period of October 1, 2023, to September 30, 2024, once the Grant Agreement is signed by both the county and the State of Michigan.

The county will receive a direct payment of up to \$50,000.00, and any remainder will be paid on a reimbursement basis. The grant award will be carried out under the direction of Joseph Battisfore as stated in the grant application.

All grant activities will be supervised by MVAA. For all communications related to the grant, please e-mail mvaagrants@michigan.gov and include your county name and "CVSF" in the subject line.

As a Grantee, you must be registered to do business with the State of Michigan. Registration is available at the following website: www.michigan.gov/SIGMAVSS. Failure to register will delay payment.

To accept the grant award, please review and sign the Grant Agreement and return in its entirety to mvaagrants@michigan.gov no later than 60 days from the date of this letter. Failure to return the signed Grant Agreement may delay payment.

Sincerely,

Kate Preston

Grants Specialist, Michigan Veterans Affairs Agency
Department of Military and Veterans Affairs
PrestonK2@michigan.gov
517-230-8535

Cc: Joseph Battisfore
Becky Ylitalo

GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF MILITARY AND VETERANS AFFAIRS,
MICHIGAN VETERANS AFFAIRS AGENCY
and HOUGHTON COUNTY

This Grant Agreement ("Agreement") is made between the Michigan Department of Military and Veterans Affairs, (DMVA) **Michigan Veterans Affairs Agency** ("MVAA"), and **Houghton County** ("Grantee"). The parties in this agreement will be referred to as Grantor (DMVA or MVAA) and Grantee (County Recipient).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Public Act 192 of 1953 MCL 35.623a. This Agreement is subject to the terms and conditions specified herein.

Project Name: Houghton County FY24 CVSF Grant Grant #: TBD
Amount of Grant: \$70,239.00
Start Date (date executed by DMVA): 10-1-2023 End Date: 09/30/2024
[unless alternate date specified]

GRANTEE CONTACT:

Tom Tikkanen
Name/Title
Houghton County
Organization
401 E. Houghton Ave.
Address
Houghton, MI 49931
Address
906-369-0022
Telephone number
Fax number
tom.tikkanen@houghtoncounty.net
E-mail address

STATE'S CONTACT:

Kate Preston, Grants Specialist
Name/Title
MVAA
Division/Bureau/Office
3423 N. Martin Luther King Jr. Blvd. (Bldg. 32)
Address
Lansing, MI 48906
Address
517-230-8535
Telephone number
Fax number
PrestonK2@michigan.gov
E-mail address

Federal ID number – (Required for Federal Funding)
Grantee DUNS number - (Required for Federal Funding)

[Program will add a Remittance address if different than the above.]

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

FOR THE GRANTEE:

Signature/Title Date

FOR THE GRANTOR:

Signature/Robert Near, Project Manager Date

Signature/Christine F. Apostol, Chief Financial Officer Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the Grantor and the Grantee and may be modified only by written agreement between the Grantor and the Grantee.

- (A) The scope of this project is to create a county department of veterans' affairs in certain counties, and to prescribe its powers and duties; and to transfer the powers and duties of the soldier's relief commission in such counties (MCL 35.621 to 35.624).
- (B) Grants are provided to counties for county veteran service operations. "Veteran service operations" means assistance and programming of any kind to meet the needs of the veterans in this state. Veteran service operations include, but are not limited to, providing assistance, programming, and services for the purpose of assisting veterans in this state and providing advice, advocacy, and assistance to veterans, servicemembers, dependents, or survivors by an accredited veteran service officer to obtain United States Department of Veterans Affairs health, financial, or memorial benefits for which they are eligible.
- (C) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement. Failure to obtain written prior approval from the State may result in expenses not being approved or reimbursed.
- (D) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the Grantor, the Agreement shall be effective from the Start Date until the End Date on Page 1. The Grantor shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on Page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Adjustments of budget categories and use of funds may not be made until the MVAA has approved the requested budget modifications. Grantee may adjust the budget categories up to 10 percent of the total approved budget, provided that the total budget amount is not increased. Budget category adjustments exceeding 10 percent of the approved budget must be approved in writing by MVAA and DMVA. The Grantee agrees changes will not be executed until approved and the modification is executed. The Grantee must submit amendments in advance using the form provided by the Grantor. The Grantor reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without written approval by the Grantor. All amendments must be received by the Grantor no later than June 30, 2024.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

- (A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the Grantor and must include supporting documentation of eligible project expenses. These reports shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – December 31	January 10, 2024
January 1 – March 31	April 10, 2024
April 1 – June 30	July 10, 2024
July 1 – September 30	October 5, 2024

If the report due date falls on a weekend or holiday, it will be due the first business day following.

Late report submissions may result in delayed payments and termination of the Agreement.

The forms provided by the Grantor shall be submitted to mvaagrants@michigan.gov. Required documentation (for example one or more of the following: invoice, proof of payment, cancelled checks, credit card receipt or general ledger, refer to Appendix A for further clarification) for expenses must be included with the report.

- (B) If requested, the Grantee shall provide a final project report in a format prescribed by the Grantor. The Grantee shall submit the final status report, including expenditure documentation, along with the final project report and any other outstanding requests for information.
- (C) The Grantee must provide copies of all documents in accordance with Appendix A.
- (D) Marketing/advertising products shall acknowledge "paid for in part or in whole by the Michigan Veterans Affairs Agency" if space allows.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
- (B) The Grantee, by signature of this Agreement, attests that all persons served under this Agreement are veterans, spouses, or eligible dependents of veterans with separation status in accordance with county policy for eligibility. Documentation of veteran eligibility must be kept on file and available to MVAA upon request.
- (C) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.
- (D) The Grantee shall be solely responsible to pay all applicable taxes and fees on the purchase of goods, services, or equipment, if any, that arise from the Grantee's receipt or execution of this Agreement.
- (E) The Grantee agrees to have internal controls in place to provide reasonable assurance that administrative objectives will be met. In the incidents of emergency assistance, it is expected that grant funds will be funds of last resort. Grantees are also expected to maintain separate accounts and records for each source of funds (e.g., Federal, State, other) used to support the project, and to maintain separate records for matching funds and program

income funds if applicable.

- (F) The Grantee agrees to fulfill all matters within the grant guidance as requested and enforced. This may include, but is not limited to, mandatory training(s) for Project Directors and Financial Officers or designees, to learn correct reporting format.
- (G) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in reports or other services. If no response is received from the Grantee after two written requests from the Grantor, the request for reimbursement will be voided.
- (H) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Agreement.
- (I) Supplanting, sponsorships, and donations are not allowed.
- (J) No profits shall be made off grant-funded products or materials.
- (K) The Grantee will complete training as provided by the MVAA. Travel/training costs may be reimbursed by the grant as budgeted. The areas of training will be relative to processing applications for benefits payable to veterans due to military sexual trauma, post-traumatic stress disorder, depression, anxiety, substance abuse, or other mental health issues. The training is required and will be coordinated with all Grantees providing Veteran Service Officer services to Michigan citizens.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties, obligations, or funds under this Agreement to any other party without the prior written consent of the Grantor. The Grantor does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The Grantor reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the Grantor will consider the Grantee to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the anticipated Agreement. Verification of any documentation is the responsibility of the Grantee; the Grantor can request detail at any time if necessary. All subcontractors used by the Grantee in performing projects shall be subject to the provisions of this Agreement and shall be qualified to

perform the duties required. Subcontractors shall report activities and services to the Grantee in a form and manner prescribed by the Grantee. The Grantee shall provide signed copies of all subcontracts to the Grantor within 14 days of execution. The Grantee is subject to local procurement policy.

IX. NON-DISCRIMINATION

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an 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 race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

The Grantee, not the Grantor, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the Grantor, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Office of Management and Budget Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the Grantor. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the Grantor. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The Grantor reserves the right to conduct a programmatic and financial audit of the project, and the Grantor may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the Grantor. The Grantor or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the Grantor.

All Grantees will be subject to grant monitoring of performance, including data collection according to a form and format prescribed by the Grantor. A Progress, and Activity Report will be required quarterly. Upon approval of the quarterly audit, Grantees will have two weeks to dispute any decisions made by MVAA. After two weeks, the audit will be finalized and closed. Grant and performance monitoring will be conducted by MVAA. If the Grantor determines, by audit or otherwise, that a Grantee expended the grant funds received for purposes other than veteran service operations, the Grantor shall reduce the grant disbursement provided to the Grantee in the succeeding fiscal year by an amount equal to the total of all amounts improperly expended. The Grantor reserves the right to require payment of misspent funds if funds are not appropriated, or the Grantee does not apply for appropriated grant funding, in the subsequent year.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the Grantor under this Agreement must not be financed by any source other than the Grantor under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to refund to the Grantor, within 14 business days, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The Grantor will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid for within the Start and End Date of this Agreement. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.
- (C) The Grantor will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.
- (D) The Grantor reserves the right to request additional information necessary to substantiate reimbursement requests.
- (E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service website <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

XIX. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the Grantor after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of final payment from the State, the Grantee releases the Grantor of all claims against the Grantor arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the Grantor claims against the Grantee.
- (C) The Grantee shall refund to the Grantor any funds allowed by this Agreement that remain unspent by September 30, 2024, within 14 days of the Grantor demand. Monies (debts) which have been due and owing to the Agency more than 180 days may be referred to the Michigan Department of Treasury by the MVAA.

XX. CANCELLATION

This Agreement may be canceled by the Grantor, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the Grantor and Grantee. The Grantor may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the Grantor and the Grantor will no longer be liable to pay the Grantee for any further charges to the Agreement.

XXI. TERMINATION

This Agreement may be terminated by the Grantor as follows:

(A) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the Grantor for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the Grantor finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the Grantor in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the Grantor shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(B) Immediately and without further liability to the Grantor if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- f. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- g. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- h. Convicted under State or federal antitrust statutes.
- i. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity; or
- j. Added to the federal or state Suspension and Debarment list.

(C) If the Agreement is terminated, the Grantor reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

(D) The Grantee acknowledges that continuation of the Agreement is subject to appropriation or availability of funds for the grant. If funds are not appropriated or otherwise made available, the Grantor must terminate the Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROGRAM-SPECIFIC BOILERPLATE

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the Grantor except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

STANDARD LANGUAGE

- (A) Grantee will receive an initial advance payment up to a maximum of \$50,000 for the CVSF Grant. The remaining balance will be paid on a reimbursement basis.
- (B) All grant funds expended must be spent in accordance with this Agreement and grant scope. Costs that do not directly support this Agreement and scope are considered disallowable. If an item or service is not listed within this Agreement, it is considered disallowable and will be incurred at the expense of the Grantee.
- (C) Disallowable expenditures include sales tax (see below for Emergency Services exception), legal settlements of any kind, mileage between employees' homes, remote work locations and official workstation, fraternal organization business, alcohol, tobacco, lottery, business insurance, all extended warranty plans, and donations.

Sales tax and late fees associated with approved Emergency Services initiatives are an allowable CVSF expense.
- (D) If, at the end of the Fiscal Year (September 30, 2024), there are unspent funds remaining from the initial advance payment the Grantee will return the balance of those funds to the State upon demand.
- (E) The Grantee will provide verification of funds spent down from the original advance with the Quarterly Reports in the form and format prescribed by the Grantor. For example, certified time sheets, itemized receipts, invoices, and proof of payment or other appropriate documentation to support and verify expenditures. Examples of acceptable proof of payment include general ledger reports that include dates, transaction IDs, vendor names, and amount, copies of cancelled checks, zero balance invoices, and/or credit card receipts.
- (F) Progress Reports and Quarterly Financial Reports will be due according to the schedule listed.
- (G) All reports will be submitted in the form and format prescribed by the Grantor.
- (H) Failure to properly complete progress reports, activity reports, financial reports, and reimbursement requests may delay payments.
- (I) Travel rates, lodging, meals, and mileage reimbursement will be paid up to the allowable State of Michigan travel rates and in accordance with State of Michigan Standardized Travel Regulations, DMVA, and MVAA policy. Expenses above the State of Michigan rates will be the sole responsibility of the Grantee. Be cautious of using travel sites such as Expedia, if the site cannot provide a detailed invoice for hotel, airfare, car, the expense will not be reimbursed (refer to "travel/meetings" in the table below for further clarification).
- (J) Expenses incurred prior to the Start Date or after the End Date and not authorized by MVAA will not be reimbursed.

- (K) FY2024 funds may not be used to support contracts, services, or purchases prior to October 1, 2023, or beyond September 30, 2024.
- (L) All purchases must be paid for no later than September 30, 2024, with the exception of payroll charged to the grant.
- (M) Obtain a PIV card by September 24, 2024, which will be verified by MVAA and the USDVA.
- (N) Must provide no less than 20 hours of veteran service operations per week unless an exception has been requested of and approved by MVAA.
- (O) All receipts and invoices must be itemized, dated, and include the name and address of the vendor.
- (P) Failure to comply with reporting requirements may result in the State terminating the Agreement.

As the Grantee, it is your responsibility to review the following reporting criteria and supply appropriate supporting documents as it applies to your grant.

Quarterly reports should be succinct and have all Personally Identifiable Information (PII) and Personal Health Information (PHI) redacted prior to submission.

	GRANTEE MUST HOLD PHYSICAL COPIES FOR 5 YRS. FROM DATE OF LAST CVSF GRANT PAYMENT	GRANTEE MUST INCLUDE WITH QUARTERLY REPORTS
Travel/meetings:		
Airline ticket receipt	X	X
Airline baggage fee receipt	X	X
Receipts for transportation (such as tolls, parking, taxis, shuttles, ferries, and public transportation)	X	X
Mileage (if requesting reimbursement) proof (MapQuest or similar), to/from the destination is required if the mileage is being charged by the Grantee directly. If contracting with an outside transportation service, a map is not required.	X	X
Training/conference receipt	X	X
Agenda	X	X
Meal receipts	X	X
<p><i>Travel insurance is not a reimbursable expense.</i></p> <p><i>Air travel is limited to commercial coach fare only. Additional costs incurred due to changing travel arrangements for the benefit of passenger preference is at the expense of the County.</i></p> <p><i>Air travel must be at the lowest available airfare.</i></p> <p><i>Reimbursement of baggage for one piece of personal luggage is allowed; reimbursing overweight or additional baggage fees is not an allowable expense.</i></p>		
<p><i>The cost of transportation from the traveler's home or official workstation, whichever is closer, to and from a training, station or terminal is reimbursable.</i></p> <p><i>Mileage reimbursement for privately owned and County-owned vehicles for business is based on actual miles traveled.</i></p> <p><i>Requests for fuel purchase will be denied (exception only for rental vehicles).</i></p> <p><i>Mileage reimbursement for privately owned vehicles may be reimbursable at the SoM premium rate. Local policy prevails.</i></p> <p><i>Mileage reimbursement for County-owned vehicles will be at the standard SoM mileage rate.</i></p>		
<p><i>If staying at a conference site, reimbursement will be made at the conference hotel rate.</i></p> <p><i>Travelers are eligible for reimbursement for the day prior to the conference start date and the day after the conference ends.</i></p> <p><i>Hotel rates above SoM rates will be the sole responsibility of the Grantee unless approval is granted from the Grantor prior to the stay. Prior authorization includes submitting three quotes for hotels to the Grantor (showing the Grantee met the requirement of searching for the best rate) no less than two weeks prior to the stay.</i></p>		
<p><i>Reimbursement for actual costs of meals cannot exceed the applicable maximum published state rate including tax and gratuities.</i></p>		
County hosted events/meetings:		
Sign-in sheet for meetings where meals are served	X	X
Agenda/program	X	X
Detailed invoices/receipts for food/catering	X	X
Detailed invoices/receipts for other meeting costs	X	X
Proof of payment	X	X
<p><i>Reimbursement for costs of catered meals cannot exceed the applicable maximum published state rate including tax and gratuities.</i></p> <p><i>Morning and/or afternoon snacks and refreshments are allowed at a rate of \$5.00 per person per snack/refreshment.</i></p>		

Emergency relief:		
Veteran/spouse/eligible dependent first name & last initial	X	X
Veteran application/request for service	X	
Dates of military service	X	
Character of discharge	X	
Itemized detailed receipt	X	X
Proof of payment	X	X
Members of review panel (if applicable)	X	
Appeal process (if case denied)	X	
Vouchers/gift cards/gas cards to veterans:		
Log with first name, last initial of veteran/spouse/eligible dependent	X	X
Veteran application/request for service	X	
Copy of receipt for purchase of cards	X	X
Copy of itemized receipt(s) with store name and date of purchases made by veteran/spouse/eligible dependent with card(s).	X	X
<i>Veterans must return receipts for purchases with gift/gas cards. Itemized receipts are not required for food or fuel only gift cards/vouchers. A log with first name, last initial of veteran/spouse/eligible dependent is required for every item given out except swag.</i>		
Dental/medical/psychological services:		
Patient first name & last initial	X	X
Date of service and service provided	X	X
Veteran application/request for services (proof of need if applicable)	X	
Proof of payment	X	X
Advertising:		
Copy of subcontract for ad services	X	
Invoice (including dates ads have run)	X	X
Proof of payment	X	X
Vehicle/trailer purchase:		
Copy of Title/registration	X	X
Sales receipt	X	X
Proof of payment	X	X
Transportation services:		
Veteran's first name & last initial	X	X
Veteran application/request for services (proof of need if applicable)	X	
Date of transport	X	X
Copy of subcontract (if applicable)	X	
Invoice if subcontracted; mileage proof with MapQuest (or similar) to/from destination if requesting mileage reimbursement	X	X
Proof of payment	X	X
Service animals:		
Veteran's first name & last initial	X	X
Veteran application/request for service	X	
Detailed invoice including purchase of dog and services	X	X
Description of animal (breed, age, gender)	X	
Dates of service for training	X	
Dates of service for boarding, if applicable	X	
Detailed veterinarian invoice to include dates of service and proof of payment, if applicable	X	X
Proof of payment	X	X
Personal services for veterans:		
Copy of subcontract with provider	X	
Veteran application/request for service	X	
Copy of invoice	X	X
Receipt/proof of payment	X	X

NOTICE

TO: ALL INTERESTED CITIZENS

The Houghton County Board of Commissioners is accepting applications for two (2) open positions on the following Board:

HOUGHTON COUNTY PLANNING COMMISSION

Position one is for an individual to represent the following fields: Economic Development and Tourism

Position two is for an individual to represent the following field: Environmental

Applicants must provide documentation with their applications regarding their qualifications to represent the specified interest fields.

Applications are available at the Administrator's Office, Houghton County Courthouse, 401 E. Houghton Avenue, Houghton, MI 49931, (906) 482-8307 or online at <http://www.houghtoncounty.net/docs/AppBoards.pdf>.

Deadline for application submittal is 4:30 pm, Friday September 8, 2023 to the Administrator's Office.

Jennifer Kelly, Houghton County Clerk

.....

To: Daily Mining Gazette Ad Dept.

Fax: 483-2219

From: Benjamin Larson, Houghton County Administrator

Date: August 23, 2023

Please place as a block ad for three consecutive days on August 25, 26 and 28.

Thank you.

August 26, 2023

County of Houghton, Controller's Office
401 E. Houghton Avenue
Houghton, MI 49931

Dear Search Committee,

I am writing to apply for the newly open position on the Houghton County Planning Commission representing Environmental. My degrees are in Human Health and Performance, although I have read extensively on environmental issues to help educate myself on how we can respect and preserve the planet for future generations, and because it's the right thing to do: America's Waterfront Revival; Donut Economics; Rebuilding Earth; This Changes Everything; Fashionopolis; How to Give up Plastics; How to Live a Low Carbon Life; DRAWDOWN (and a member); The Uninhabitable Earth; Planet Palm (communicated with the author); One Square Inch of Silence; Silent Spring; This Vast Pollution (Verna Mize mentioned often); The Hidden Life of Trees; Climate Diet; Grain by Grain; The Storms of our Grandchildren; Animal, Vegetable, Miracle; Organic Gardening for the 21st Century; Kochland. All of these speak to our impact on the environment. I have also watched a plethora of documentaries, but I will spare you that list.

We are seeing human made catastrophes take place regularly, almost daily. Hawaii's Poet Laureate and UH Professor, Brandy Nalani McDougall said the devastating consequences from being unable to protect their land from all the development they opposed was at the root of Maui's deadly fire. If they let water run where it should there would be no drought, there would be no fire. She said this HAS to be a wake-up moment for all of us. We have experienced similar destruction locally; by plopping a Walmart in the middle of a wetland it exacerbated the Father's Day flood. This isn't a secret, nor is it considered when people want to build or rebuild in the areas that were destroyed. In general, the impact construction has on the environment is bad to begin with and is worsened when the laws of nature are ignored.

I currently serve on the Copper Country Recycling Initiative (CCRI) and have recently been named their Lake Superior Stewardship Initiative (LSSI) Representative. This position works with environmental stewardship programs within the schools and I will be very comfortable telling the younger generation the truth about what we are doing to their future, arming them with knowledge. They can then take on an active role in the choices made that determine their surroundings.

I realize what my chances are of becoming the Environmental Representative on your Planning Commission, although by sharing my passion you at least know the impact of your decisions. I feel we need to stop being like other places and remain our best Houghton County. Our focus on mega growth is tragic especially because we are currently incapable of handling the volume of traffic in our area as it is. If there is one place we could emulate it is Beaver Island. They value their natural surroundings. They live by their rules. They don't cater to tourism, but certainly welcome it providing they take an oath, created by schoolchildren there, to be mindful, respectful and do no harm. I have experienced many places that have undergone destructive transformations, often due to outside influences, and I don't want to see that happen here. My classmates are livid with the damage done there; Traverse City residents are upset with the changes they've opposed; Charlevoix has "Loved it to Death"; Sturgeon Bay has many woes pertaining to the development created especially on their waterfront, to name a few. I do, however, hope you will seriously consider my application and I appreciate your time in doing so.

Thank you,



Mary Kaminski

Please Return Application to:

COUNTY OF HOUGHTON

Controller's Office

401 E. Houghton Avenue, Houghton, Michigan 49931

PHONE (906)482-8307 FAX (906)482-7238

APPLICATION

for

COUNTY BOARDS & COMMISSIONS

NAME: MARY F. KAMINSKI

ADDRESS: 205 W. EDWARDS AVENUE

PHONE: 906-482-2422 (cell) 906-482-2269 (hm.)

DATE: AUGUST 26, 2023

BOARD OR COMMISSION APPLYING FOR: ENVIRONMENTAL

In the following space state your reasons for wanting to serve on the above named Board/Commission:

I want to help our area be aware of the consequences any decisions have on the environment here with better foresight. We won't have to "RE-WILD" if we maintain our healthy, natural surroundings. As an example, I asked the city to stop using toxic fertilizer along the waterfront & they did! It can be this easy with awareness.

List any training, experience or expertise that would be valuable to the above named Board/Commission:

where I grew up we relied solely on rain water for all our water (my family there still does). Environmental respect is in my DNA. Living with & off the land forms lasting impressions. Here, next to one of the greatest natural resources in the world continues to influence my appreciation of how precious they all are & how we must let nature dictate our actions in all we do, especially with any future development.

NOTE: Supporting documents and letters can be attached to the application.

Mary F. Kaminski
205 W. Edwards Avenue
Houghton, MI 49931

Education

Hillsdale College: BS in Health & Physical Education, minors in Psychology and Biology, Magna Cum Laude, Psi Chi National Honors Fraternity

Northern Michigan University: MAE in Education Administration, Cum Laude

Work Experience

2021 - present: City of Houghton, Board of Review; Election Inspector (2022).

2021 - present: Proctors, Inc. Clearwater, FL, Chief Examiner with regional tests.

April - October, 2020: U.S. Government, Enumerator.

2008 - 2019: Copper Island Beach Club, Inc., owner/operator of a facility dedicated to healthy living for people, animals and the environment. Provide a positive alternative of activities in a beautiful environment.

2013-2014: Hancock Central High School Volleyball Coach, last time they won the Copper Spike

2008 - 2012: Head Women's (and Men's Club) Volleyball Coach, Finlandia University.

2003-2008: Volleyball coach at Calumet High School; helped build a very competitive program. Also worked with MTU men's volleyball team.

1997-2000: Head Women's Volleyball Coach, Northeastern University; raised level considerably

1985-1997: Assistant Athletic Director, Senior Woman Administrator, Compliance Coordinator, coach, instructor at Michigan Technological University (DI and DII levels).

1982, 1983: Schreiner College, health instructor in nutrition, behavior modification.

1983 - 2013: various levels of coaching volleyball (DI, DII, DIII, HS, club) producing many All-Americans, Academic All-Americans, All-Region, All-Conference, All-State student athletes. Teams ranked at respective levels (college, club, high school).

Personal Involvements and Accomplishments

I had been educating people on how to respect themselves, their health and the environment. I have assisted many in avoiding health crises and others recovering from them: elderly improving balance and strength; youth developing athleticism and confidence, several to reverse their health demise, to name a few.

Hancock Business & Professionals Association, past-president (5 years). We implemented many positive activities in order to bring people to Hancock.

Houghton Rotary, first female member, first female president, Paul Harris Fellow.

Academic All-American, All-District Team, Outstanding Female Athlete, Dean's List, Psi Chi National Honor Society, Hall of Fame inductee as a student-athlete at Hillsdale College.

Conference, Regional, and National Coach of the Year; inducted into Hall of Fame at Michigan Technological University. Women's team ranked 2nd in the nation. I also introduced and organized Snow Volleyball for Winter Carnival from 1987 - 1997. Lastly, served as President of the then Faculty Association that we expanded to become the Faculty/Staff Association (1985).

I helped to initiate interscholastic high school girls' volleyball in this region. I also instilled a competitive/successful nature in the teams I have worked with (helped Calumet get to State Quarterfinals in my first year with them; MTU women 1st in conference, region, ranked 2nd in nation; MTU men's club team 9th in nation, gold division).

I have volunteered with Little Brothers Friends of the Elderly since 1984.

I volunteer with trail clean-up, planting, removal of invasive species as well as Canal Run, Great Bear Chase, CopperDog 150, KEDA building clean-up/repair, Rotary Brewfest.

I help to organize community events/activities such as the Verna Mize Triathlon. I am active in Copper Country Recycling Initiatives (CCRI).

Please Return Application to:
COUNTY OF HOUGHTON
Controller's Office
401 E. Houghton Avenue, Houghton, Michigan 49931
PHONE (906)482-8307 FAX (906)482-7238

APPLICATION
for
COUNTY BOARDS & COMMISSIONS

NAME: Mark Larson

ADDRESS: 22622 Fox Farm Rd, Houghton, MI 49931

PHONE: 906-370-4533

DATE: 9/7/2023

BOARD OR COMMISSION APPLYING FOR: Houghton County Planning Commission

In the following space state your reasons for wanting to serve on the above named Board/Commission:

I was born and raised in the Copper Country, and graduated from both Houghton High School and Michigan Tech. Having grown up in the Copper Country, I feel that one of the most important goals for the area is maintaining and creating year-round employment opportunities for those that want to remain in our area, or for those who would like to move to our area. As the owner/operator of one of the last remaining non-franchised motels in the Houghton/Hancock area I see first hand the importance of both tourism and new/current business growth to our local and UP economy. Also, I see first hand the lack of affordable housing, both long-term rentals and housing for purchase. This as both a local and regional issue, has a direct affect with our ability to grow and maintain our business and tourism growth. I feel that as the County and Region look into the future, these subjects can and should be addressed to try to keep our area flourishing well into the future.

List any training, experience or expertise that would be valuable to the above named Board/Commission:

Education: Houghton High School – 1993
Michigan Technological University-Associate in Civil Tech – 1997

Past Work Experience:

ATL Inc – Phoenix, AZ
Michigan Department of Transportation – Brighton & Ishpeming, MI
Associated Constructors, LLC – Marquette, MI
Copper Country Inn – Houghton, MI

NOTE: Supporting documents and letters can be attached to the application.

September 9, 2023

Steve Aho
20068 5th St
Hancock, MI 49930
906.370.1050

Houghton County Board of Commissioners,

Please consider my interest in serving the citizens of Houghton County as a member of the Planning Commission in the area of Economic Development & Tourism. I have called the Copper Country my home for the past 24 years, and would be honored to have a role in supporting the direction of the continued development within the county.

For much of my professional career, I served in the field of education in multiple roles as a coach, teacher, and administrator. Now, as Senior Manager with Moyle Development & Hospitality, I have many duties that tie well to the current needs of the Planning Commission. Those include: property acquisitions/dispositions, new development and hospitality project management, existing property and facilities management and being a part of the overall strategic development leadership team at Moyle Companies.

The job is as diverse as our area and involves me in all aspects from site selection, pre-development planning, project management through construction, and staffing and training for operations, depending on the project type.

Please consider my interest, and let me know if you have any questions!

Sincerely,

Steve Aho

Steve Aho

Motivational school leader who excels in team and culture building. Displays strengths in developing positive relationships and personal connections, and solving human relations problems.

EXPERIENCE

Facilities Manager, Moyle Real Estate & Development

June 2023- current

- *Identify areas of needed maintenance on all properties
- *Manage/perform tenant improvements & build outs
- *Manage communication between on-site work, tenants, & contractors and Property Manager

Operator, SureFire Wireline West, Williston, ND

Nov. 2022- March 2023

- *Oilfield wireline operator, driving wireline trucks, XTO High risk training, H2S training

Principal, Copper Island Academy, Calumet, MI

Nov. 2020-Oct. 2022

- *Develop mission, vision & model for new charter school
- *Coordination of all interviewing and hiring of new staff
- *Establish/implement all school safety & security procedures
- *Teacher evaluation & guidance
- *Athletic & co-curricular activities director
- *Responsible for public relations & marketing
- *Special Education coordinator
- *Driver of student enrollment interest and donor leads

Teacher, Athletic Director, Principal, Coach (23 years)

Dec. 1997-Oct. 2020

Various positions in three different school districts, information available upon request

20068 5th St.
Hancock, MI 49930
(906) 370.1050
ahosteve24@gmail.com

SKILLS

- *Leadership experience
- *People skills
- *Problem solving abilities
- *Computer proficiency
- *Human Relations
- *Flexibility
- *Public Speaking

EDUCATION

BS Elementary Education/Special Education (double major)
St. Cloud State University, St. Cloud, MN

Sept. 1993-Dec. 1997

CERTIFICATIONS

Michigan School Administrator/Central Office Endorsement

Michigan CDL, Class B, with passenger endorsement

REFERENCES

Dr. Stephen Patchin 906.231.1536

Superintendent, Hancock Public Schools, Hancock, MI

Andy J. Moyle 906.369.0186

President, Moyle Real Estate & Development, Houghton, MI

John Sanregret 906.370.1556

Athletic Director/Transportation Coordinator, Houghton-Portage Schools, Houghton, MI

Please Return Application to:

COUNTY OF HOUGHTON

Controller's Office

401 E. Houghton Avenue, Houghton, Michigan 49931

PHONE (906)482-8307 FAX (906)482-7238

APPLICATION

for

COUNTY BOARDS & COMMISSIONS

NAME: Michael J. Erickson

ADDRESS: 55902 N. Cloverland Rd., Calumet, MI 49913

PHONE: 734-604-7044

DATE: 9-8-23

BOARD OR COMMISSION APPLYING FOR: Planning (Environmental)

In the following space state your reasons for wanting to serve on the above named Board/Commission:

Contribute to planning efforts for improvement of our county drawing from my experience in the civil and environmental engineering profession. Being raised locally and graduating from Calumet High School and Michigan Tech, and my father a former deputy sheriff of Houghton County, I have a deep vested interest in preserving our quality of life in Houghton County and helping with responsible planning and development and representing the interests of community members who enjoy the outdoors and our environment in all ways.

List any training, experience or expertise that would be valuable to the above named Board/Commission:

28 years experience as a practicing Environmental Engineer in Michigan and the U.S. Currently senior vice president at Arcadis, a large international consultancy. Professional Engineer. M.S. Civil Engineering and B.S. Environmental Engineering from Michigan Tech, 1995/96. Expertise in surface water quality, dredging, sediment remediation, shoreline restoration/development, mining sites, permitting, etc.

3 years experience on Hamburg Township Environmental Review Board downstate.

Extensive experience with State and Federal agencies on projects around the Great Lakes.

NOTE: Supporting documents and letters can be attached to the application.

Please Return Application to:

COUNTY OF HOUGHTON

Controller's Office

401 E. Houghton Avenue, Houghton, Michigan 49931

PHONE (906)482-8307 FAX (906)482-7238

APPLICATION

for

COUNTY BOARDS & COMMISSIONS

NAME: Frank Fiala
ADDRESS: 326 Harris Ave, Hancock
PHONE: 906-281-7897
DATE: 9/8/2023
BOARD OR COMMISSION APPLYING FOR: Planning

In the following space state your reasons for wanting to serve on the above named Board/Commission:

- see attached

List any training, experience or expertise that would be valuable to the above named Board/Commission:

- see attached.

NOTE: Supporting documents and letters can be attached to the application.

1. I have made Houghton County my home for the last 24 years and have seen many challenges and changes during that time. This opportunity to represent tourism and economic development issues in Houghton County resonated with me based upon my governmental and private business owner experiences. Both tourism and local economic development will continue to grow and require thoughtful analysis to manage our long-term growth and quality of life. I believe I can offer and contribute substantially to the planning commission efforts regarding these issues and look forward to the opportunity to do so.

2. Throughout my National Park Service (NPS) career I dealt with a wide variety of tourism and community economic development issues. This experience fostered a management approach that cultivated and considered a wide variety of factors, both pro and con, to achieve results compatible to the long-range development of an area. In Alaska, at a time when the NPS was unwelcomed, I made significant progress in promoting local community understanding and appreciation of the economic potential that tourism would benefit the local economies. At Wrangell-St. Elias National Park and Preserve I lead an effort to determine the site of the park's visitor center and headquarters that resulted in a multi-million-dollar facility that is today a popular visitor attraction in the Copper River Basin. Working with the newly established City of Kenai Visitor Bureau I successfully secured and planned for a major exhibit on Lake Clark National Park and Preserve to display within the newly built visitor center. During my ten-year tenure as Superintendent of Keweenaw National Historical Park I laid the foundation for the development of the park that resulted in the acquisition and rehabilitation of five historically significant copper mining era buildings, all currently in use and supporting park operations. I developed a highly skilled park staff from three to fourteen permanent positions with numerous seasonal employees and an operating budget that exceeds a million dollars per year, money that stays within the area. I worked with the park's numerous Heritage Sites to coordinate their contribution to the overall interpretation of the nationally significant copper mining history of our area under the partnership premise for which the park was created. Lastly, I collaborated with the park's Advisory Commission, a seven member federally appointed commission established to co-manage the park, in quarterly meetings on the development and management of the park from the National Park Service perspective. As a result, Keweenaw National Historical Park has a strong developing tourism market and a growing economic impact to our area that will only increase in time. Since my retirement in 2007, I have developed and operated a successful food service business that has given me a new perspective on business and associated economic development ramifications. I have always believed that hasty, incomplete analysis in decision making results in undesirable outcomes that could have been avoided by proper planning. As a result of my government and private business experiences, I feel I have a well-rounded skill set to substantially contribute to both the county's growing tourism and economic development issues. I have considerable planning experience and am quite comfortable working with a wide variety of public and private individuals and agencies, non-profit organizations, and special interest groups to achieve results. I'm confident I can contribute a perspective representing both tourism and economic development that both promotes yet maintains our precious quality of life here in Houghton County.

COMMISSIONER NAME

9/12/2023
DATE

TO APPOINT
ONE DEMOCRATIC PARTY REPRESENTATIVE
AND
ONE REPUBLICAN PARTY REPRESENTATIVE
TO THE HOUGHTON COUNTY BOARD OF CANVASSERS FOR
4-YEAR TERM POSITIONS
NOVEMBER 1ST 2023 TO OCTOBER 31ST 2027

BOARD OF CANVASSERS APPOINTMENTS

4 YEAR TERM

Republican Nominee:

VOTE FOR ONE

SHARON FOIX

CHARLIE MARKHAM

WANDA KIISKILA

Democratic Nominee:

VOTE FOR ONE

JOAN ANTILA

JANET METSA

ANNE NEWCOMBE



Upper Peninsula Commission for Area Progress

P.O. Box 606 • Escanaba, Michigan 49829

(906) 786-4701 • Fax (906) 786-5853

www.upcap.org

August 21, 2023

Elizabeth Bjorn
Houghton County Administrator
401 E. Houghton Avenue
Houghton, MI 49931

Dear Ms. Bjorn:

Re: 2024 UPCAP Services, Inc., Dues from Houghton County

We are reminded that county budgets are now being set up for 2024. We are requesting that UPCAP again be included in your budget.

The following request is identical to last year's dues which have remained unchanged since 1974:

Dues requested for 2024 amount to \$1,100

The dues amount to a "good faith" effort on each county's part to demonstrate its support for the UPCAP organization and its mission. The dues are based upon a per-capita population formula and, as indicated, have been frozen since 1974.

Dues received from the 15 counties are used primarily to match state and federal grants and/or to reimburse Board members' travel to UPCAP meetings.

Should you have any questions or require additional documentation, please do not hesitate to contact the UPCAP office.

Sincerely,

Jonathan Mead
President

JM:tl

cc: Gretchen Janssen, UPCAP Board Member

The Upper Peninsula Commission for Area Progress (UPCAP) is a regional 501 (c) (3) charitable organization, responsible for development, coordination, and provision of human, social, and community resources within the Upper Peninsula of Michigan. In 1974, UPCAP was designated as the Region XI (U.P.) Area Agency on Aging whose purpose is to advocate for and provide services to older adults residing in the 15 counties of the Upper Peninsula.

COUNTY OF HOUGHTON
Conference or Other Travel Request

Reason for Travel: Annual Conference - CCM
 Dates of Travel: 9/25/23 - 9/29/23

Check any of the following as applicable for this travel request:

Registration, Class, License renewal, hotel

Required Training		Conference Attendance:		Association Meeting:	
Needed for License	<input checked="" type="checkbox"/>	Annual	<input checked="" type="checkbox"/>	Annual	<input checked="" type="checkbox"/>
Needed for Certification	<input checked="" type="checkbox"/>	Bi-Annual		Bi-Annual	
State or Other Mandate		Other		Other	
Seminar				Training Not Required	

This request is included in the Department Budget: X Yes ___ No

Estimated costs to be requested for payment from Houghton County

\$1100 --

Portion of costs to be paid other than by Houghton County: ---

Submitted by: Shulki Title BUD DEPT MGR Date 9/22/23

___ Approved ___ Disapproved by the Houghton County Board of Commissioners at their meeting held on _____

Signed: _____ Title: _____ Date: _____

**COUNTY OF HOUGHTON
Conference or Other Travel Request**

Reason for Travel: NMU Cybersecurity Symposium
 Dates of Travel: 9/25-9/27

Check any of the following as applicable for this travel request:

Required Training	<input type="checkbox"/>	Conference Attendance:	Annual	<input type="checkbox"/>	Association Meeting:	Annual	<input type="checkbox"/>
Needed for License	<input type="checkbox"/>		Bi-Annual	<input type="checkbox"/>		Bi-Annual	<input type="checkbox"/>
Needed for Certification	<input type="checkbox"/>		Other	<input type="checkbox"/>		Other	<input type="checkbox"/>
State or Other Mandate	<input type="checkbox"/>					Training Not Required	<input type="checkbox"/>
Seminar	<input checked="" type="checkbox"/>						

This request is included in the Department Budget: _____ Yes _____ No

Estimated costs to be requested for payment from Houghton County

\$450
Scott Blake and Chad Stares

Portion of costs to be paid other than by Houghton County: \$450⁰⁰

Submitted by: Scott Blake Title IT Director Date 09/07/2023

[Signature]

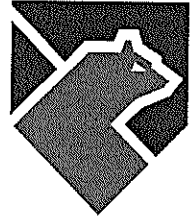
_____ Approved _____ Disapproved by the Houghton County Board of Commissioners at their meeting held on _____

Signed: _____ Title: _____
 Date: _____

INVOICE

Karhu Cyber
204 Higgins St
Howell, MI 48843

curt@karhucyber.com
+1 (517) 294-7076
<https://karhucyber.com/>



Houghton County

Bill to
Houghton County
401 E. Houghton Ave
Houghton, MI 49931

Ship to
Houghton County
401 E. Houghton Ave
Houghton, MI 49931

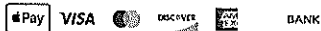
Invoice details

Invoice no.: 1008
Terms: Net 30
Invoice date: 09/01/2023
Due date: 10/01/2023

Product or service		Amount
1. Threat Hunting	25 units × \$150.00	\$3,750.00
2. Vulnerability Management	13 hrs × \$150.00	\$1,950.00
3. Email Phishing	5 hrs × \$150.00	\$750.00
4. Elastic Cloud Elastic Cloud July	1 unit × \$2,580.94	\$2,580.94

Total \$9,030.94

Ways to pay



Note to customer

*The Elastic Cloud invoice populates with a delay, so we will charge for the software with a one-month delay unless conditions change. The Elastic Cloud July invoice is attached for your review. We have terminated our relationship with Elastic in favor of a more cost-effective solution, SentinelOne. There will be one final bill attached to next month's invoice for a final payment of \$1,057. Invoice written for services rendered 1-31 August, 2023
Thank you for your business!

Pay invoice



Associate County Membership Dues Statement

\$505

MTA associate county membership dues for **Houghton County** - July 1, 2023 to June 30, 2024

Jennifer Kelly, County Clerk
Houghton County
401 E Houghton Ave
Houghton, MI 49931-2016

Checks payable to: Michigan Townships Association, PO Box 80078, Lansing, MI 48908-0078

Please detach top portion of Dues Statement and return with payment

MTA Associate County Membership Dues cover a one-year period from July 1 to June 30.

Membership benefits include:

- ✓ **Subscriptions to *Michigan Township Focus magazine* and *Township Insights newsletter***
- ✓ **MTA seminars and events** at member rates
- ✓ **MTA publications** at the member rate

Subscriptions are for the following county officials:

Clerk	Drain Commissioner	Road Commission Chair
County Administrator or Coordinator	Equalization Director	Sheriff
County Commissioners	Prosecuting Attorney	Treasurer
	Register of Deeds	

Please provide an updated list of names, titles, mailing addresses and email addresses for these officials so they will receive MTA mailings.

MTA Dues are not deductible as a charitable contribution for federal income tax purposes

Michigan Townships Association * PO Box 80078 * Lansing, Michigan 48908-0078
Phone (517) 321-6467 * Fax (517) 321-8908 * Federal ID # 38-1536994



August 28, 2023

Dear Colleagues,

MTA is providing a new Associate County Membership option to Michigan counties as a result of conversations I have had with many county clerks, administrators and board staff on the phone or at MTA County Chapter meetings. Our two membership options offer counties a valuable opportunity to allow us to provide your county officials and staff with helpful information. Membership options now include MTA County Membership, our traditional county offering, and a new Associate County Membership with basic benefits.

The full MTA County Membership benefits include:

1. The ability for county officials and staff to contact MTA Member Information Services with questions and for information and resources on relevant law and issues
2. Access to MTA's members-only resources on our website, www.michigantownships.org, including our "Answer Center" featuring 500 thoroughly researched topics
3. National Association of Towns and Townships federal updates, grant and funding announcements, public policy briefings and congressional bill tracker
4. Timely publications including our weekly e-newsletter *Township Insights* providing a comprehensive update on important developments from Lansing and Washington D.C. and our monthly *Township Focus* magazine with information-rich columns such as "Inside Lansing," "Financial Forum," "Legal Review," calendars of important upcoming dates and much more
5. Deeply discounted member pricing on MTA educational events, conferences and publications

The new Associate County Membership includes only benefits 4 and 5. Both options are still available to your county. In speaking about county membership with several of you, we were asked to include an invoice made out for the original amount of last year's dues, which would renew your membership at the Associate County level.

Again, thank you for your county's collaboration and outreach in working with Michigan townships. At MTA County Chapter meetings, I have met many county commissioners, clerks, equalization directors, sheriffs, road commissioners, planning and economic development officials, and more. Your commitment to sharing county developments and hearing township interests makes these meetings highly beneficial to all participants and our shared residents.

I welcome any questions or further guidance in how we can best assist our County members.

Thank you,

Neil Sheridan

Neil Sheridan, MTA Executive Director

Advancing local democracy by fostering township leadership and public policy essential for a strong and vibrant Michigan.