

**HOUGHTON COUNTY
BOARD OF COMMISSIONERS**

401 E. Houghton Avenue, Houghton, Michigan 49931
Telephone: (906) 482-8307

**DATA CENTER TEMPORARY
MORATORIUM RESOLUTION
#26-14**

The following is a copy of a Resolution adopted by the Houghton County Board of Commissioners during the Regular County Board Meeting held at 6:00 p.m. on Tuesday, August 11, 2026, on the 3rd floor of the Houghton County Courthouse, 401 East Houghton Avenue, Houghton, MI 49931.

WHEREAS, enacting a temporary moratorium for a period of 12 months, subject to an extension by Resolution, on the permitting, consideration, approval, local, construction, review and/or installation of any Data Center facilities; and,

WHEREAS, due to concerns from the public and the County Officials about appropriate regulations to regulate Data Centers, among other issues associated with Data Centers; and,

WHEREAS, Data Center means any facility, regardless of how it is named, that is used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances and other associated components related to digital data operations. The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at the Data Center; and

WHEREAS, the typical characteristics of Data Centers include, but are not limited to the following: (1) power systems; (2) cooling systems; (3) battery energy storage energy systems; (4) use of equipment to cool the hardware and operating space; and/or (5) power generators; and,

WHEREAS, the County has a legitimate purpose in addressing the proper design, size, location, and operation of a Data Center in the County; and,

WHEREAS, the amount of water and energy consumed by, and noise produced by Data Centers raises concerns that necessary regulations may be required to protect the public health, safety, and general welfare; and

WHEREAS, the County is reasonably concerned future Data Centers, without property regulations, would be established in inappropriate or inadvisable locations within the County; and

WHEREAS, it is appropriate to forestall such issues for the County and to enact a temporary moratorium on such Data Centers for 12 months or until any necessary regulations can be enacted; and

WHEREAS, the United States Supreme Court has upheld imposing moratoriums as a tool to temporarily pause the consideration of potential development to study appropriate regulations and ordinances. *Tahoe-Sierra Preservation Council v Tahoe Regional Planning Agency*, 535 US 302, 341; 122 S Ct 1465; 152 L Ed 2d 517, 552 (2002). Temporary moratoriums of a year or less in length are generally presumed to be valid; and

WHEREAS, the Michigan courts have upheld the enactment of moratoriums to study and adopt new regulations. See *Central Advertising Co v. St. Joseph Twp.* 125 Mich App 548, 554; 337 NW2d 15 (1983). This includes Michigan courts upholding this enactment of moratoriums even by Resolutions and have held that the Michigan Zoning Enabling Act does not require moratoriums to be enacted by zoning ordinance amendment due to their temporary nature and governance over ministerial functions. *Metamora Twp v. Am Aggregates of Mich, Inc.* ___ NW2d ___ 2021 Mich App. LEXIS 2090, at *45 (Ct App. Apr. 1, 2021); and

WHEREAS, the County determines the adoption of this moratorium, which is necessary to preserve the public peace, health, and safety, by preventing the inappropriate location and establishment of Data Centers in the County during the time needed to study and review, due to conditions within the County.

NOW, THEREFORE, BE IT RESOLVED that the Houghton County Board of Commissioners states:

Section 1. Title: This Moratorium shall be known and cited as the Houghton County Data Center Moratorium Resolution.

Section 2. Definition: Data Center means any facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances and other associated components related to digital data operations. The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at the Data Center.

Section 3. Moratorium. The County enacts a temporary moratorium on the permitting, consideration, approval, location, erection, construction, review, and/or installation of all Data Centers within the County limits for 12 months, subject to six month or less extensions by Resolution, to allow for the evaluation of the impact of Data Centers on the County and its residents to implement necessary regulations governing Data Centers to protect the public health, safety, and general welfare of the County.

Section 4. Severability: The provisions of this moratorium are hereby declared to be severable and if any part is declared invalid for any reason by a court of competent jurisdiction it shall not affect the remainder of the moratorium which shall continue in full force and effect. In addition to being considered a Resolution, the above-mentioned provisions shall also be deemed to be passed by the Houghton County Board of Commissioners governing an issue on a temporary timeline and

regulating the internal affairs of the County (e.g., when the County will accept applications for the Data Center land use and when it will schedule the review of such applications versus adoption of new regulations and standards that would bind third parties).

Section 5. Repeal: All Ordinances and Resolutions or parts thereof in conflict with this Moratorium are hereby repealed.

Section 6. Waiver: In the event that the County decides to extend this Moratorium for an additional period of 12 months, and a landowner will suffer immediate and irreparable harm for the duration of the extension by Resolution, or such an extension otherwise violates applicable provisions of the state or federal constitution or other applicable law, a landowner may apply in writing for a waiver of the extended moratorium from the Houghton County Board of Commissioners. At a public hearing held on such an application, the landowner must bear the burden of demonstrating immediate and irreparable harm because of the extended moratorium. The Houghton County Board of Commissioners, upon a sufficient showing, may grant a waiver of the extended moratorium to the degree necessary to avoid the demonstrated immediate and irreparable harm.

Section 7. Effective Date: The moratorium shall take effect as a Resolution immediately upon passage by the Houghton County Board of Commissioners upon roll call vote and public action.

Motion Made By:

Motion Supported By:

Roll Call Vote:

Ayes:

Nays:

Absent:

Dated: _____

Tom Tikkanen, Chair
Houghton County Board of Commissioners

RESOLUTION DECLARED ADOPTED.

I, Jennifer Kelly, Clerk of Houghton County, do hereby certify and set my seal to the above Resolution as adopted August 11, 2026, at the Houghton County Courthouse, 401 East Houghton Avenue, Houghton, MI 49931.

Jennifer Kelly, Clerk

July 27, 2026

To: Houghton County Board of Commissioners

From: Chelsea Rheault, County Administrator

Subject: George Gipp Recreation Arena Annexation Request

Members of the Board,

On June 12, 2026, Ian Lewis, Village Manager for the Village of Laurium, submitted an email to County Clerk Jennifer Kelly requesting that the Houghton County Board of Commissioners place the Village's request regarding the Final Order for the annexation of the George Gipp Recreation Arena on an upcoming Board agenda for discussion.

On June 14, 2026, Clerk Kelly forwarded Mr. Lewis's email to Chairman Tom Tikkanen and me for review. A copy of Mr. Lewis's correspondence is attached following this memorandum.

At the direction of the Board, I requested a legal opinion from the County's legal counsel regarding this matter. Legal counsel provided the requested opinion on June 24, 2026. On June 25, 2026, I distributed the legal opinion to the full Board of Commissioners and requested direction regarding how the Board wished to proceed.

After receiving no response, I sent a follow-up email to the Board on July 7, 2026, asking whether the matter should be placed on the agenda for an upcoming Board meeting. To date, I have not received direction from the Board, and no response has been provided to Mr. Lewis on behalf of the County.

Attached following this memorandum is a copy of the legal opinion from County legal counsel. Please note that the legal opinion is subject to the attorney-client privilege.

At this time, I respectfully request that the Boards review and to provide direction regarding how it wishes to proceed with Mr. Lewis's request so that an appropriate response may be provided and any necessary action may be taken.

Respectfully submitted,

Chelsea Rheault

County Administrator

Fw: Annexation of the George Gipp Recreation Area

From Jennifer Kelly <countyclerk@houghtoncounty.gov>

Date Sun 6/14/2026 10:00 AM

To Chelsea Rheault <chelsea@houghtoncounty.gov>; Tom Tikkanen <tom.tikkanen@houghtoncounty.gov>

I told Ian I was forwarding his email to you both and someone would respond to him. Thank you.

If you have any questions, or need further assistance, please let me know.

Sincerely,

Jennifer Kelly
Houghton County Clerk/Register of Deeds
401 E. Houghton Avenue
Houghton, MI 49931
(906)482-1150

From: Village of Laurium Manager <manager@villageoflaurium.com>

Sent: Friday, June 12, 2026 9:37 AM

To: Jennifer Kelly <countyclerk@houghtoncounty.gov>

Cc: Village of Laurium Accounts Clerk <accountsclerk@villageoflaurium.com>

Subject: RE: Annexation of the George Gipp Recreation Area

CAUTION: This email originated from outside the organization of Houghton County. Exercise **EXTREME** caution when opening external attachments or links from unknown senders.

Hi Jennifer – I hope all is well!

Quick question: Can the Village of Laurium be added to the County's next agenda to discuss finalizing the Final Order document for the annexation of the George Gipp Recreation Area that should have been completed in 1975? I believe that the current county officials are legally allowed to sign the finalizing document that allows for the land to officially transfer to Laurium from Calumet Township because it was unanimously approved in 1975 during the Board of Commissioners meeting.

For the past 50 years, the Village and the Township have been operating under the belief that this transfer had already finalized, which can be established based upon the buildings that had been built on the property since 1975 (i.e., Ice Arena building, salt shed building, and the airport was turned into our old dpw garage).

However, we found out a few months ago that the final order of annexation document was not signed after the County Board approved the annexation. I do not believe that simple clerical oversight from back in 1975 is allowed to halt the final order of annexation from being effectuated after it was unanimously approved by the 1975 County Board with no opposition to the annexation. I'm not sure who the attorney is for the County; however, they may want to be brought in on this discussion just so that they can verify my opinion.

If the County Attorney agrees with my opinion, then I would request that the County prepare the final order of annexation so that the Village of Laurium can officially get our property annexed. If they do not, then I will have our attorney research the issue and see what the next steps would be for the Village. If you have any questions, please feel free to reach out to me. Thanks, Jennifer!

Best,

Ian Lewis, J.D., MPA
Village of Laurium Manager
Phone: 906-337-1600

Fw: Resolution opposing proposed legislation by Senator McBroom

From Chelsea Rheault <chelsea@houghtoncounty.gov>

Date Thu 6/25/2026 5:46 PM

To Board of Commissioners <boc@houghtoncounty.net>

Cc Paige Setter-Hallwachs <paige.setter@houghtoncounty.gov>; Agenda <agenda@houghtoncounty.gov>

 1 attachment (18 KB)

County Board Resolution-Final.docx;

Please let me know what your wish is-- if you would like this added to a future agenda.



CHELSEA RHEULT, MBA
Houghton County
Administrator

 (906) 482-8307

 chelsea@houghtoncounty.gov

 www.houghtoncounty.net

 401 E Houghton Ave
Houghton, MI 49931

 Book time to meet with me

From: Mike Bach <mbach@cccmh.org>

Sent: Wednesday, June 24, 2026 2:45 PM

To: Chelsea Rheault <chelsea@houghtoncounty.gov>

Cc: acline@cccmh.org <acline@cccmh.org>

Subject: Resolution opposing proposed legislation by Senator McBroom

CAUTION: This email originated from outside the organization of Houghton County. Exercise **EXTREME** caution when opening external attachments or links from unknown senders.

Hi Chelsea,

Can you send the attached resolution and the explanation in this email to the commissioners? The attachment is in Word, so you can insert "Houghton County" in, if the commissioners decide to pass the resolution.

Thanks,

Mike

Dear Houghton County Commissioners,

I am writing to share concerns regarding Senator McBroom's proposal to consolidate the Upper Peninsula Community Mental Health (CMH) system into a single regional authority.

The current CMH structure is locally based and is designed to preserve county-level accountability, responsiveness, and community input. Moving governance and operations to a centralized regional structure raises several important concerns:

Loss of local control: A single regional authority will reduce county-level decision-making and weaken accountability to local communities.

Reduced community responsiveness: Local CMHs understand the distinct needs of their counties; centralized decision-making makes services less responsive.

Conflict with community-based principles: The proposal is inconsistent with Michigan's longstanding preference for decentralized, community-driven mental health services.

Unclear county financial risk: The proposal would expose counties to expanded or uncapped fiscal liability, including deficits, capital costs, and long-term inpatient obligations.

No clear funding plan: The proposal does not clearly identify sustainable funding for facility costs, staffing, operations, or expanded psychiatric inpatient services.

Rather than consolidation, I encourage support for collaborative, community-driven solutions developed with local providers, county officials, and community stakeholders. These solutions focus on access to care, strengthening the workforce, increasing funding, and addressing inpatient capacity without compromising local accountability.

I respectfully ask the Houghton County Board of Commissioners to oppose the proposed consolidation and pass the attached resolution.

Thank you for your consideration and please let me know if you have any questions or would like me to explain this more fully.

Sincerely,
Mike

Mike Bach, MA, LLP
Executive Director
Copper Country Mental Health Services
901 W. Memorial Drive
Houghton, MI 49931
(906) 482-9400

"It doesn't matter how smart you are unless you stop and think."
Thomas Sowell

**RESOLUTION OPPOSING LEGISLATION TO DISSOLVE THE UPPER PENINSULA
COMMUNITY MENTAL HEALTH SYSTEM INTO A SINGLE SPECIALIZED REGIONAL
MENTAL HEALTH AUTHORITY**

WHEREAS, the Upper Peninsula Community Mental Health (CMH) and Prepaid Inpatient Health Plan (PIHP) system has historically operated under a decentralized, community-based model intended to preserve local control, responsiveness, and accountability to the residents of each county; and

WHEREAS, Senator McBroom's proposal would require the dissolution and consolidation of all five Upper Peninsula CMHs into a single specialized regional mental health authority, thereby transferring governance and operational authority from local entities to a centralized regional structure; and

WHEREAS, the _____ County Board of Commissioners recognizes and appreciates efforts to improve behavioral health outcomes in the Upper Peninsula, including efforts to expand access to psychiatric inpatient services, the Board finds that the proposed legislation presents substantial governance, policy, and fiscal concerns; and

WHEREAS, the proposed legislation is inconsistent with the longstanding principles of the Michigan Mental Health Code, which has favored decentralized, community-driven CMH systems over centralized institutional models; and

WHEREAS, a single specialized regional authority serving all fifteen Upper Peninsula counties would reduce local responsiveness and community control by removing decision-making authority from locally based CMH programs that understand the distinct geographic, demographic, and service delivery needs of their communities; and

WHEREAS, the proposal would effectively expose counties to expanded and potentially uncapped fiscal liability by eliminating the current statutory framework that defines and limits county financial responsibility, including formula-based protections established under Michigan law; and

WHEREAS, under the proposed structure, counties could become jointly responsible for the financial performance and obligations of a single specialized regional entity without clear statutory limits on deficits, extraordinary costs, capital obligations, or long-term psychiatric inpatient liabilities; and

WHEREAS, the proposed legislation would require the single specialized regional entity to assume responsibility for long-term psychiatric inpatient services, including facility ownership or leasing, staffing, and operations, without clearly identified and sustainable funding parameters; and

WHEREAS, psychiatric inpatient services are capital-intensive and historically underfunded, and any expansion of inpatient capacity must account for workforce constraints, regulatory requirements, and the limitations on the use of Medicaid and opioid settlement funds; and

WHEREAS, the County Board believes that durable improvements in behavioral health services in the Upper Peninsula should be developed through consultation with subject matter experts, local providers, county officials, and community stakeholders in a manner that strengthens services without undermining local governance or long-term sustainability; and

NOW, THEREFORE, BE IT RESOLVED, that the _____ County Board of Commissioners hereby opposes legislation that would dissolve the existing Upper Peninsula Community Mental Health system into a single specialized regional mental health authority; and

BE IT FURTHER RESOLVED, that the _____ County Board of Commissioners urges the Michigan Legislature and all relevant policymakers to reject any proposal that removes local control, weakens community responsiveness, or imposes uncertain and potentially unlimited fiscal liability upon counties; and

BE IT FURTHER RESOLVED, that the _____ County Board of Commissioners supports collaborative, sustainable, and community-driven approaches to strengthening behavioral health services in the Upper Peninsula, including solutions that address access, workforce, funding, and inpatient capacity without compromising local accountability.

AND BE IT FURTHER RESOLVED, to send a copy of this resolution to the Governor of Michigan, the Michigan Senate, the Michigan House of Representatives, Senator Ed McBroom, and other interested parties.

RESOLUTION DECLARED ADOPTED BY _____ COUNTY ON _____, 2026.

Board Chairperson

Date

July 27, 2026

To: Houghton County Board of Commissioners

From: Chelsea Rheault, County Administrator

Subject: Houghton County Courthouse Single Point of Entry Project

Members of the Board,

On July 2, 2026, UPEA conducted the public bid opening for the Houghton County Courthouse Single Point of Entry Project. Two bids were received from the following contractors:

- A-1 General Contracting
- Industrial Maintenance Services, Inc. (IMS)

Copies of both bid submissions are attached following this memorandum for the Board's review.

Should the Board wish to proceed with this project, the successful bidder must be awarded through official action by the Board of Commissioners at a properly noticed public meeting.

As the Board will recall, this project was originally discussed as being funded through the County's American Rescue Plan Act (ARPA) allocation. While the proposed construction costs were anticipated to be funded through ARPA, there was no identified ARPA funding designated for the ongoing operational costs associated with the project.

At my request, the Sheriff's Office provided estimated startup equipment costs necessary to implement the security checkpoint. Based upon information provided by Undersheriff Giachino, the estimated one-time cost to purchase equipment and supplies necessary to equip and deploy Sheriff's deputies is approximately \$45,000.00. It is likely that there would be additional supplies / equipment expenses annually.

Additionally, based on the current Deputy wage schedule and benefit costs, I estimate the annual personnel cost to staff the security checkpoint at approximately \$175,255.63. This estimate is based upon current wage rates and benefit costs and will likely increase beginning January 1, 2027, due to anticipated health insurance increases. Furthermore, the deputies' collective bargaining agreement expires on September 30, 2026, and future negotiated wage adjustments would further increase these annual operating costs.

Over the past several months, the Administration Department has conducted an extensive review of the County's ARPA expenditures and remaining obligations, including federal compliance requirements.

Federal ARPA requirements required that all funds be **obligated by December 31, 2024**, and **fully expended by December 31, 2026**.

Under guidance issued by the United States Department of the Treasury, an **obligation** requires a legally binding commitment, such as an executed contract, signed purchase order, subaward agreement, or another legally enforceable requirement for payment. A Board motion, budget amendment, project discussion, or general intent to complete a project does not, by itself, constitute an obligation under the federal guidance.

Based upon my review of the project documentation and the applicable federal requirements, I have significant concerns regarding the County's ability to lawfully classify this project as an ARPA-funded expenditure. While the Board previously expressed its intent to complete this project using ARPA funds, the project was not legally obligated prior to the December 31, 2024, federal deadline. Consequently, proceeding with the award of this project as an ARPA-funded project would present a substantial compliance risk and could jeopardize the allowability of those expenditures.

Accordingly, if the Board elects to proceed with this project, it is my opinion that the most appropriate funding source would be the County's General Fund or another legally available funding source, subject to available appropriations.

It should also be noted that this project was not included in the Fiscal Year 2025–2026 adopted budget. Based on current estimates, the combined cost of construction, startup equipment, and the first year of personnel costs exceeds **\$500,000**. As the Finance Department continues preparing the proposed Fiscal Year 2026–2027 budget, identifying sufficient funding for this project would likely require significant budget reductions or the identification of an alternative revenue source.

I respectfully submit this information so the Board may fully consider the financial and compliance implications before determining whether to proceed with this project.

Respectfully submitted,

Chelsea Rheault

County Administrator

DOCUMENT 00 41 13
BID FORM - STIPULATED SUM

Project: Single Point Entry
Floor Houghton County Courthouse
Houghton MI 49931

Owner: Houghton County
401 E Houghton St
Houghton MI 49931

Date: 07/02/2026

Submitted by: Industrial Maintenance Services, Inc.
(Firm name and address)
1920 20th Ave. North
Escanaba, MI. 49829
(906) 789-9021
(Telephone Number)
twiles@imscontracting.com (Tammy Wiles)
(Email)

1. OFFER

- 1.1 Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by U.P. Engineers and Architects, Inc., Architect for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Bid Sum of:

Base Bid:

\$ 538,700, (FIVE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED ⁰⁰/₁₀₀ dollars), in lawful money of the United States of America.

Provide lump sum amounts for each of the project alternates as listed below that is in addition to the total lump sum listed above. Acceptance of each alternate shall be at the discretion of the owner.

Alternate 1: Ballistic window at 97th District Court Judge's chambers.

Alternate 1:

\$ 13,790, (THIRTEEN THOUSAND SEVEN HUNDRED NINETY ⁰⁰/₁₀₀ dollars), in lawful money of the United States of America.

A. Attachments:

1. We have enclosed a proposed project schedule with milestone dates for major portions of the Work.
2. We have included the Bid Bond as required by the Instruction to Bidders.

3. All applicable federal taxes are included, and State of Michigan taxes are included in the Bid.

2. ACCEPTANCE

This offer shall be open to acceptance and irrevocable for thirty (30) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds at the time of the execution of the Agreement.
- Commence work in conformance with requirements found in Instructions to Bidders.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the bid bond shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the bid bond or the difference between this bid and the bid upon which a Contract is signed.

3. CONTRACT TIME

The project milestone schedule attached to this bid is considered feasible given the current lead times and availability of materials and labor.
Substantial Completion by December 1, 2026.

Liquidated Damages, in the amount of \$500 per calendar day, will be deducted from the final payment to the Contractor for each day beyond the date established in the Contract.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 06/23/2026
Addendum # 2 Dated 06/25/2026
Addendum # _____ Dated _____

5. SUBCONTRACTORS

The following firms have submitted costs for their portion of the Work, and it is the intent of this Contractor to enter into a Subcontractor agreement if we are awarded the Work: (Insert name of subcontractor and specialty.)

Mechanical: RC Mechanical

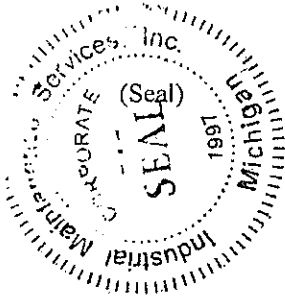
Electrical: Bay Electric

6. APPENDICES

- The Bid Bond documents are attached to and made a condition of the Bid

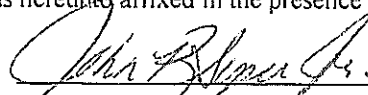
7. BID FORM SIGNATURES

[H07-06220]



The Corporate Seal of: Industrial Maintenance Services, Inc.
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:



(Authorized signing officer)

CEO

(Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, that we, Industrial Maintenance Services, Inc.

1920 20th Avenue North, Escanaba, MI 49829

_____ as Principal, hereinafter called the Principal, and the
Atlantic Specialty Insurance Company _____, of

605 Highway 169 North, Suite 800, Plymouth, MN 55441 _____, a corporation duly organized under the laws of

the State of New York _____, as Surety, hereinafter called the Surety, are held and firmly bound unto

Houghton County _____ as Obligee, hereinafter called the Obligee, in the sum
of Five Percent (5%) of the amount bid including alternates

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for Single Point Entry - Floor Houghton County Courthouse

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of July, 2026

Industrial Maintenance Services, Inc.

By John R. Soper Jr. _____
John R. Soper Jr., CEO Principal

Atlantic Specialty Insurance Company

Jill LaBordano
Jill LaBordano, Attorney-in-Fact

Agent:
The Fedeli Group
5005 Rockside Rd., Suite 500
Independence, OH 44131
P-216-328-8080 F-216-328-8081
jlabondano@thefedeligroup.com





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Chloe Beckett, Daniel Fedeli, Jill LaBondano, Kevin S. Keller, Melanie Blankenburg, Nicholas Schepis, Scott Liptak, Sharon Brickman**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

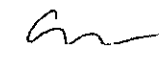
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2016.

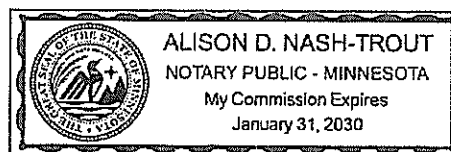
STATE OF MINNESOTA
HENNEPIN COUNTY

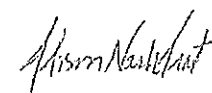


By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2016, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of July, 2016

This Power of Attorney expires
January 31, 2030





Nicole L. Pelletier, Assistant Secretary

Please direct bond verifications to SALES@ATLANTICSPECIALTYINSURANCE.COM

CERTIFICATE OF AUTHORITY

Office of Financial and Insurance Regulation

Effective Date: June 8, 2011

THIS IS TO CERTIFY, that

ATLANTIC SPECIALTY INSURANCE COMPANY
(New York stock insurer)
NAIC No. 27154

is authorized in Michigan to transact the business of insurance, as defined in

Chapter 06 - Section 606 - Disability
Chapter 06 - Section 610 - Property
Chapter 06 - Section 614 - Ocean Marine
Chapter 06 - Section 616 - Inland Marine
Chapter 06 - Section 618 - Legal Expense
Chapter 06 - Section 620 - Automobile Insurance - limited
Chapter 06 - Section 624 - SubSection 1a - Casualty: Steam Boiler, Flywheel & Machinery
Chapter 06 - Section 624 - SubSection 1b - Casualty: Workers' Compensation
Chapter 06 - Section 624 - SubSection 1b - Casualty: Liability
Chapter 06 - Section 624 - SubSection 1b - Casualty: Automobile
Chapter 06 - Section 624 - SubSection 1c - Casualty: Plate Glass
Chapter 06 - Section 624 - SubSection 1d - Casualty: Sprinkler and Water Damage
Chapter 06 - Section 624 - SubSection 1e - Casualty: Credit
Chapter 06 - Section 624 - SubSection 1f - Casualty: Burglary and Theft
Chapter 06 - Section 624 - SubSection 1g - Casualty: Livestock
Chapter 06 - Section 624 - SubSection 1h - Casualty: Malpractice
Chapter 06 - Section 624 - SubSection 1i - Casualty: Misc - Other
Chapter 06 - Section 625 - Disability coverage supplemental to Auto Insurance
Chapter 06 - Section 628 - Surety & Fidelity

of P.A. 218 of 1956 as amended, The Michigan Insurance Code, so long as the insurer continues to conform to the authority granted by this certificate, its corporate articles, the requirements of P.A. 218 of 1956 and all amendments to it and any limitations, conditions or other matters which have been agreed to from time to time between the insurer and the Commissioner.

This Certificate of Authority is granted subject to the laws of the state of Michigan and, as set forth in Sections 405 and 405a of the Michigan Insurance Code (MCL 500.405 and 500.405a), shall be:

AUTOMATICALLY REVOKED 90 DAYS AFTER A CHANGE OF CONTROL WHICH HAS NOT RECEIVED PRIOR APPROVAL OR 90 DAYS AFTER THE INSURER OR AN AFFILIATED INSURER IS MADE SUBJECT TO FORMAL DELINQUENCY PROCEEDINGS UNLESS THE INSURER REQUALIFIES FOR A CERTIFICATE OF AUTHORITY UNDER THE PROVISIONS OF THE MICHIGAN INSURANCE CODE.



R. Kevin Clinton

R. Kevin Clinton, Commissioner



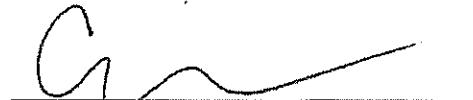
Atlantic Specialty Insurance Company
Period Ended 12/31/2025

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,885,455	Loss Reserves	\$ 1,403,740
Preferred Stocks	-	Loss Adjustment Expense Reserves	330,086
Common Stocks	934,259	Total Loss & LAE Reserves	1,733,826
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	855,171
Contract Loans	-	Total Reinsurance Liabilities	51,082
Derivatives	-	Commissions, Other Expenses, and Taxes due	83,583
Cash, Cash Equivalents & Short Term Investments	1,000,755	Derivatives	-
Other Investments	29,147	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	4,849,616	All Other Liabilities	1,357,715
Premiums and Considerations Due	361,651	Total Liabilities	4,092,377
Reinsurance Recoverable	34,446		
Receivable from Parent, Subsidiary or Affiliates	15,668	Capital and Surplus	
All Other Admitted Assets	93,238	Common Capital Stock	9,001
Total Admitted Assets	5,354,619	Preferred Capital Stock	-
		Surplus Notes	-
		Unassigned Surplus	682,458
		Other Including Gross Contributed	570,784
		Capital & Surplus	1,262,242
		Total Liabilities and C&S	5,354,619

State of Minnesota
County of Hennepin

I, Sarah A. Kolar, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2025, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 5th day of March, 2026.


Notary Public



Page 1

DOCUMENT 00 41 13
BID FORM - STIPULATED SUM

Project: Single Point Entry
Floor Houghton County Courthouse
Houghton MI 49931

Owner: Houghton County
401 E Houghton St
Houghton MI 49931

Date: 7-2-26

Submitted by: Ab-1 general Contracting & Interior Finishes LLC
(Firm name and address)
315 Dakota St
Hancock, MI 49930
906-281-6426
(Telephone Number)
Keith@Ab1MI.us
(Email)

1. OFFER

- 1.1 Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by U.P. Engineers and Architects, Inc., Architect for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Bid Sum of:

Base Bid:
\$ 263,801.00 (Two hundred Sixty three thousand (dollars), in lawful money of the United States of America. eight hundred and one

Provide lump sum amounts for each of the project alternates as listed below that is in addition to the total lump sum listed above. Acceptance of each alternate shall be at the discretion of the owner.

Alternate 1: Ballistic window at 97th District Court Judge's chambers.

Alternate 1:
\$ 14,063.00 (Fourteen thousand Sixty three (dollars), in lawful money of the United States of America.

A. Attachments:

1. We have enclosed a proposed project schedule with milestone dates for major portions of the Work.
2. We have included the Bid Bond as required by the Instruction to Bidders.

3. All applicable federal taxes are included, and State of Michigan taxes are included in the Bid.

2. ACCEPTANCE

This offer shall be open to acceptance and irrevocable for thirty (30) days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds at the time of the execution of the Agreement.
- Commence work in conformance with requirements found in Instructions to Bidders.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the bid bond shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the bid bond or the difference between this bid and the bid upon which a Contract is signed.

3. CONTRACT TIME

The project milestone schedule attached to this bid is considered feasible given the current lead times and availability of materials and labor.

Substantial Completion by December 1, 2026.

Liquidated Damages, in the amount of \$500 per calendar day, will be deducted from the final payment to the Contractor for each day beyond the date established in the Contract.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 6-23-26
Addendum # 2 Dated 6-25-26
Addendum # _____ Dated _____

5. SUBCONTRACTORS

The following firms have submitted costs for their portion of the Work, and it is the intent of this Contractor to enter into a Subcontractor agreement if we are awarded the Work: (Insert name of subcontractor and specialty.)

R. C. Bay Electric Global Solutions
Ken. Glass & Door

6. APPENDICES

- The Bid Bond documents are attached to and made a condition of the Bid

7. BID FORM SIGNATURES

[H07-06220]

(Seal)

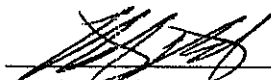
The Corporate Seal of:

A-1 General Contracting &

Interior Finishes Inc

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:



(Authorized signing officer)



(Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT



Bond Number: 2681683

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

A-1 Drywall, LLC DBA A-1 General Contracting &
Interior Finishes
315 Dakota St
Hancock, MI 49930-2015

OWNER:

(Name, legal status and address)

Houghton County
401 E Houghton Ave
Houghton, MI 49931-2016

SURETY:

(Name, legal status and principal place
of business)

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Single Point Entry Houghton County Courthouse Houghton MI 49931

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

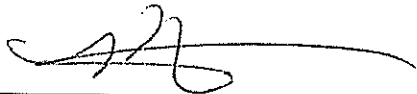
Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:17:00 ET on 02/21/2026 under Order No sub_1S41y7AUx6fagkA1FjNdwZa which expires on 02/20/2027, and is not for resale.

User Notes:

(1496601206)

Signed and sealed this 2 day of July , 2026

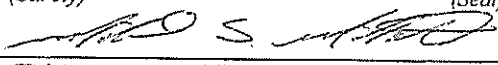

(Witness)


(Witness) ENU T. Boost

A-1 Drywall, LLC DBA A-1 General Contracting & Interior
Finishes
(Contractor as Principal) (Seal)


(Title) Keith Bastion President

West Bend Insurance Company
(Surety) (Seal)


(Title) Michael S. Mikkola , Attorney-In-Fact

Init.



Bond No. 2681683

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Michael S. Mikkola

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

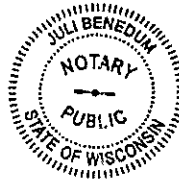
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 2nd day of July, 2026.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.

A-1 GENERAL CONTRACTING & INTERIOR FINISHES

Project Schedule – Houghton County Courthouse Single Point Entry

Phase	Task	Start	Finish
Pre-Con	Mobilization	08/03/2026	08/07/2026
Demo	Demo	08/07/2026	08/14/2026
Steel/Masonry-A1 General		08/17/2026	08/31/2026
Window Infill-A1 General		09/01/2026	09/14/2026
Interior Finishes-A1 General		09/01/2026	09/30/2026
Flooring-Global Solutions		10/01/2026	10/19/2026
Final Finishes-A1 General		10/19/2026	11/02/2026

July 30, 2026

To: Houghton County Board of Commissioners

From: Chelsea Rheault, County Administrator

Subject: Research Regarding Virtual Attendance at Public Meetings

Members of the Board,

At the Board's request, I previously researched virtual attendance requirements under Michigan's Open Meetings Act and shared my findings with the Board.

I would like to reiterate that my research was provided for informational purposes only and was not intended to constitute a legal opinion or a recommendation to the Board. Since legal counsel has now been consulted on this matter, any discussion or action should be guided by that legal advice.

Respectfully submitted,

Chelsea Rheault

County Administrator

July 30, 2026

To: Houghton County Board of Commissioners

From: Chelsea Rheault, County Administrator

Subject: Research Regarding Public Comment Time Limitations

Members of the Board,

At the Board's request, I previously researched the legality of establishing time limitations for public comment and shared my findings, including an example of a policy adopted by another public body.

I would like to reiterate that this information was provided for informational purposes only and was not intended to constitute a legal opinion or a recommendation to the Board. As legal counsel has now been consulted on this matter, any discussion or potential action should be guided by that legal advice.

Respectfully submitted,

Chelsea Rheault

County Administrator

July 17, 2026

To: Houghton County Board of Commissioners

From: Chelsea Rheault, County Administrator

Subject: Houghton County Marina Survey

Members of the Board,

At the January 13, 2026, meeting of the Houghton County Board of Commissioners, the Board approved a motion to accept the engineering survey proposal submitted by UPEA.

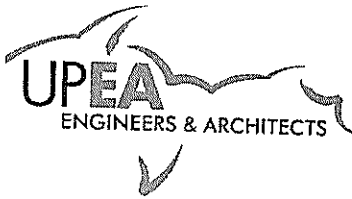
On July 17, 2026, UPEA provided the completed Houghton County Marina Boundary & Topographic Survey. The survey was received electronically via email, and hard copies were also delivered to the County Administration Office. I subsequently forwarded the electronic copy to the full Board of Commissioners for your review.

Please advise if the Board wishes to take any further action regarding this matter.

Respectfully submitted,

Chelsea Rheault

County Administrator



100 Portage Street Houghton, MI 49931
906-482-4810 • 800-562-7684 • Fax: 906-482-9799

Survey Report

For: Houghton County

Project: Boundary & Topographic Survey of County Marina Property

UPEA Job Number: H07-06301

Date: 07/15/2026

Site Address: 20059 Gagnon Circle
Hancock, MI 49930

Description:

PA 132 and Topographic Survey of Houghton County Marina. Marina is in Government Lot 1, Section 36, Township 55 North, Range 34 West, Franklin Township, Houghton County.

Topographic Survey:

UPEA utilized robotic total stations and GNSS-GPS equipment to locate features on the site and directly adjacent to the property, including: contours, access road, visible site utilities, sanitary and storm sewer inverts, buildings, sidewalks, parking areas, boat launches, docks, piers, landscaped areas, trees, the shoreline and soundings of the lake bottom out to 50 feet beyond the existing docks. The sanitary sewer line and cleanout was not located because it was buried near the restroom. The location as shown on the map is from a marina layout plan in 1965. An AutoCAD map was created using Civil 3D. All the data collected in the topographic and boundary survey is shown on the Marina drawing including property and easement information.

The coordinates reported for this project were Michigan State Plane Zone 2111 (North), Geoid 18, MCS83 (NAD83, CORS96, Geoid 18), NAVD88, International Feet.

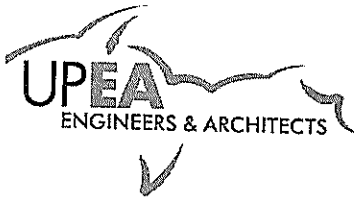
Boundary Survey:

The subject Houghton County Marina parcel is a combination of parcels originally conveyed to County from: Calumet & Hecla, Inc., in Liber 4, Page 198; Houghton County Road Commission in Liber 4, Page 360 & 2017R-06324; and from the Michigan Department of Natural Resources in 2019R-02428. Sales of parcels out from Houghton County include: to Steve Benda in 2019R-03262 & 2019R-02628; and to the Houghton

Offices also in:
Iron Mountain
Ishpeming
Marinette
Sault Ste Marie

U.P. Engineers & Architects, Inc.

www.UPEA.com



100 Portage Street Houghton, MI 49931
906-482-4810 • 800-562-7684 • Fax: 906-482-9799

County Road Commission in 2019R-02630. The Marina property is subject to an easement to MDOT in Liber 75, Page 445. This easement appears to cover storm sewer lines that come from Highway M-26. It is also subject to an easement for sewer in Liber 10, Page 584. There was no visual evidence of the sewer line listed in this easement.

The property is bounded to the north by the MDNR trail. This trail is the former Mineral Range Railroad. It has been extensively retraced by MDNR surveyor Steve Szyszkoski P.S. #33986 in 2018 in MDNR project number 05-09-18 Baraga CSC.

The northwest corner of the property is bounded by the former "Y" track of the Mineral Range Railroad. This track has been extensively retraced by MDOT surveyor Lee Taavola P.S. 46692 as part of Lift Bridge improvements in 2007. MDOT CS 31012 and 31013 JN 413790.

The northeast corner of the property is bounded by a property sold to Steve Benda. It contains the former Houghton County Road Commission office. It has been surveyed by Clearwater Surveying Harold Rapson P.S. #55706 and recorded in 2019R-02627. A survey of the Road Commission building property was done by Houghton County Road Commission Surveyor Brandon Jurmu P.S. #65867 recorded in 2018R-00422, but the legal description from this survey was not used on the deed to Steve Benda.

The property is bounded to the west by the Canal Crossing Condominiums.

The property extends to the shore of Portage Lake to the south.

A handwritten signature in black ink, appearing to read "Lars G. Hyrkas".

Lars G. Hyrkas
P.S. #62694

Offices also in:
Iron Mountain
Ishpeming
Marinette
Sault Ste Marie

U.P. Engineers & Architects, Inc.

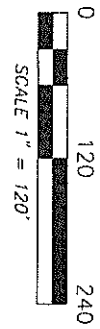
www.UPEA.com

CERTIFICATE OF SURVEY

N89°57'14"E 2587.64'

NORTH SECTION LINE

(K-11) NW CORNER
SECTION 36
T55N, R34W
BRASS HOUGHTON
CO. REINON CAP
ON 1/2" PIPE



- LEGEND:
- (R) = DEED RECORD DIMENSION
 - = GOVERNMENT LAND CORNER
 - ⊙ = SET 5/8" PIN W/CAP #62694 OR AS NOTED
 - ⊙ = FOUND 5/8" PIN W/CAP #55706 OR AS NOTED
 - ⊙ = FOUND MDNR MON. #33986
 - ⊙ = FOUND MDOT MON.
 - ⊙ = FOUND 5/8" PIN W/CAP #65867
 - 17EW = DISTANCE FROM MONUMENT TO EDGE OF WATER

(L-11) N 1/4 CORNER
SECTION 36
T55N, R34W
5/8" REBAR W/PLASTIC
CAP #62399

S0°54'33"W 2577.66'
S0°54'33"W 601.09'

WEST SECTION LINE

FORMER MINERAL
RANGE "Y" TRACK
RETRACTED BY MDOT
SURVEYOR LEE TAYOLA
P.S. #46692 IN 2007. CS
J1012 & J1013 IN 413790.

FORMER MINERAL RANGE
RIGHT-OF-WAY (NOW MDNR)
RETRACTED BY MDNR SURVEYOR S.L.
SZYSZKOSKI P.S. #33986 IN 2018. PROJECT
NUMBER 03-09-18, BARAGA CSC.

EDGE OF PAVEMENT 5.0'
NORTH OF ROW LINE

NAVY STREET

SUBJECT PARCEL
2.65 ACRES ±

30' WIDE EASEMENT IN
FAVOR OF MDOT
LIBER 75, PAGE 445
DRAINAGE CHANNEL 8.3'
EAST OF EASEMENT

1.8' WEST OF
PAVEMENT
LINE

POINT OF
BEGINNING

SEWER EASEMENT
LIBER 10, PAGE
594, NO EVIDENCE
OF LINE FOUND

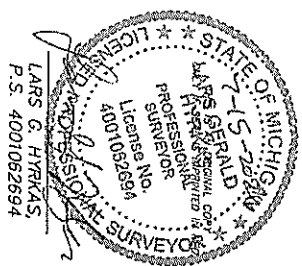
POTABLE LAKE

S0°54'33"W 1805.66'

(K-12) W 1/4 CORNER
SECTION 36
T55N, R34W
BRASS HOUGHTON
CO. REINON CAP
ON 1" PIPE

I, LARS G. HYRKAS, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY TO THE PARTY NAMED HEREON THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL OF LAND, OR PROPERTY BOUNDARY LINES, IN ACCORDANCE WITH P.A. 132 OF 1970, AS AMENDED AND THAT THE RELATIVE PRECISION OF EACH CORNER IS WITHIN LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING.

DATE OF SURVEY: JUNE 2 TO 23, 2026
BASIS OF BEARING: MI STATE PLANE NORTH
ERROR OF CLOSURE: LESS THAN 1/10000



LARS G. HYRKAS
P.S. 4001062694

UPEA
ENGINEERS & ARCHITECTS

100 PORTAGE STREET
HOUGHTON, MI 49931
(906) 482-4810

OTHER OFFICES IN: ISHPERING, IRON MOUNTAIN, SAULT STE. MARIE, & MARINETTE, WI.

FOR: HOUGHTON COUNTY
MARINA SURVEY
PART OF GOV. LOT 1, SECTION 36
T55N, R34W, FRANKLIN TWP.,
HOUGHTON CO., MICHIGAN

PROJECT No: H07-06301
DATE: 7/15/2026
DRAWN: L.G.H.
DWG: MARINA COS
REVISED: -

CERTIFICATE OF SURVEY

AS-SURVEYED LEGAL DESCRIPTION

A PARCEL OF LAND IN PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 55 NORTH, RANGE 34 WEST, FRANKLIN TOWNSHIP, HOUGHTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER SECTION 36; THEN S00°54'33"W, ALONG THE WEST SECTION LINE 601.09 FEET TO THE POINT OF BEGINNING;

THEN CONTINUING S00°54'33"W ALONG SAID WEST SECTION LINE A DISTANCE OF 170.91 FEET TO A POINT ON AN INTERMEDIATE TRAVERSE LINE RUNNING ALONG THE SHORE OF PORTAGE LAKE, SAID POINT BEING 8 FEET FROM THE WATERS EDGE; THEN THE FOLLOWING EIGHT COURSES ALONG SAID TRAVERSE LINE: N58°52'56"E 139.03 FEET TO A POINT BEING 16 FEET FROM THE WATERS EDGE; THEN N04°48'57"E 139.03 FEET TO A POINT BEING 19 FEET FROM THE WATERS EDGE; THEN N47°12'18"E 95.37 FEET TO A POINT BEING 17 FEET FROM THE WATERS EDGE; THEN N88°32'20"E 437.54 FEET TO A POINT BEING 13 FEET FROM THE WATERS EDGE;

THEN N82°19'50"E 52.07 FEET TO A POINT BEING 17 FEET FROM THE WATERS EDGE; THEN N79°53'52"E 134.97 FEET TO A POINT BEING 17 FEET FROM THE WATERS EDGE; THEN N62°42'49"E 143.79 FEET TO A POINT BEING 17 FEET FROM THE WATERS EDGE; THEN N26°33'46"E 86.74' TO THE SOUTHERLY RIGHT OF WAY OF THE FORMER MINERAL RANGE RAILROAD (NOW MANDR); SAID POINT BEING 23 FEET FROM THE WATERS EDGE;

THEN N87°33'46"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 21.91 FEET; THEN S26°33'46"W 71.26 FEET; THEN S62°42'49"W 134.20 FEET; THEN S79°53'52"W 43.17 FEET; THEN THE FOLLOWING 2 COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY: 32.35 FEET ALONG A 1417.66 FOOT RADIUS CURVE TO THE LEFT, WITH A DELTA ANGLE OF 118°27' AND A CHORD BEARING S83°46'34"W 32.35 FEET; THEN S83°06'26"W 237.92 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER MINERAL RANGE "Y" TRACK; THEN THE FOLLOWING 4 COURSES

ALONG THE SOUTHERLY RIGHT-OF-WAY OF THE FORMER MINERAL RANGE "Y" TRACK: S06°53'34"E 6.57 FEET; THEN 97.91 FEET ALONG A 935.37 FOOT RADIUS CURVE TO THE LEFT, WITH A DELTA ANGLE OF 5°59'50" AND A CHORD BEARING S79°46'58"W 97.86 FEET; THEN 114.13 FEET ALONG A 2128.79 FOOT RADIUS COMPOUND CURVE TO THE LEFT, WITH A DELTA ANGLE OF 3°04'18" AND A CHORD BEARING S75°14'54"W 114.11 FEET; THEN 266.92 FEET ALONG A 339.26 FOOT RADIUS COMPOUND CURVE TO THE LEFT, WITH A DELTA ANGLE OF 45°04'40" AND A CHORD BEARING S51°02'4"W 260.09 FEET TO THE WEST SECTION LINE OF SECTION 36 AND THE POINT OF BEGINNING, CONTAINING 2.65 ACRES, MORE OR LESS, SAID PROPERTY INCLUDES THAT LAND LYING BETWEEN THE ABOVE MENTIONED INTERMEDIATE TRAVERSE LINE AND THE EDGE OF WATER OF PORTAGE LAKE.

VESTING DEEDS TO HOUGHTON COUNTY

LIBER 4, PAGE 198 FROM CALUMET & HECLA
LIBER 4, PAGE 360 FROM HCRG
2017R-06324 FROM HCRG
2019R-02428 FROM MDNR

OUT DEEDS FROM HOUGHTON COUNTY

2019R-02362 TO STEVE BENDA
2019R-02628 TO STEVE BENDA
2019R-02630 TO HCRG

WITNESSES:

(K-11) NORTHWEST CORNER OF SECTION 36,
TOWNSHIP 55 NORTH, RANGE 34 WEST
FOUND 1 1/2" PIPE WITH 2-1/4" BRASS CAP
HOUGHTON COUNTY REMON MONUMENT.

WITNESSES:
22" MAPLE N06°E 21.04'
24" MAPLE N87°E 29.68'
SE HOUSE CORNER N47°W 85.66'
SE SHED CORNER N13°W 86.36'

(K-12) WEST 1/4 CORNER OF SECTION 36,
TOWNSHIP 55 NORTH, RANGE 34 WEST
FOUND 1" PIPE WITH 2-1/4" BRASS CAP
HOUGHTON COUNTY REMON MONUMENT.

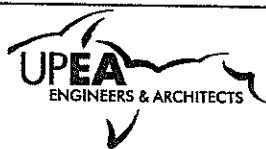
WITNESSES:
UTILITY POLE N48°E 50.78'
6" NORWAY MAPLE S37°W 57.51'
12" APPLE S80°W 33.80'
HOLE IN TOP OF NS1°W 45.18'
SANDSTONE WALL

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	32.35'	1417.66'	118°27'	S83°46'34"W	32.35'
C2	97.91'	935.37'	5°59'50"	S79°46'58"W	97.86'
C3	114.13'	2128.79'	3°04'18"	S75°14'54"W	114.11'
C4	266.92'	339.26'	45°04'40"	S51°02'4"W	260.09'

LINE TABLE						
LINE #	DIRECTION	LENGTH	RECORD BEARING	RECORD DISTANCE	SOURCE	
L1	S0°54'33"W	170.91'				
L2	N58°52'56"E	71.08'				
L3	N44°48'57"E	139.03'				
L4	N47°12'18"E	95.37'				
L5	N82°19'50"E	52.07'				
L6	N79°53'52"E	134.97'				
L7	N62°42'49"E	143.75'				
L8	N26°33'46"E	86.74'				
L9	N87°33'46"W	21.91'				
L10	S26°33'46"W	71.26'	S26°42'08"W	71.25'		
L11	S62°42'49"W	134.20'	S62°43'06"W	134.26'	2018 RAPSON SURVEY	
L12	S79°53'52"W	43.17'	S79°46'31"W	43.46'	2019R-02627	
L13	N7°07'24"W	128.92'	N06°55'15"W	128.95'		
L14	S6°53'34"E	6.57'				

(L-11) NORTH 1/4 CORNER OF SECTION 36,
TOWNSHIP 55 NORTH, RANGE 34 WEST
FOUND 5/8" REBAR WITH CAP #62399

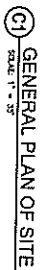
WITNESSES:
METAL GATE POST N78°W 141.58'
PK NAIL IN #4-26 N44°W 96.51'
CENTER OF MAINHOLE N02°E 81.45'
PK NAIL IN #4-26 N32°E 91.33'



100 PORTAGE STREET
HOUGHTON, MI 49931
(906) 482-4810

FOR: HOUGHTON COUNTY
MARINA SURVEY
PART OF GOV. LOT 1, SECTION 36
T55N, R34W, FRANKLIN TWP.,
HOUGHTON CO., MICHIGAN

PROJECT No: H07-06301
DATE: 7/15/2026
DRAWN: L.G.H.
DWG: MARINA COS
REVISED: -

[illegible]

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EXISTING MARINA TOPOGRAPHY	HOUGHTON COUNTY	
	MARINA SURVEY	
	HOUGHTON COUNTY	
	PROJECT NO.	H07-06301
	DESIGNED BY	LGH
DRAWN BY	RMK	
CHECKED	LGH	
APPROVED	JWJ	

EXISTING
MARINA
TOPOGRAPHY

C10

CUP. Engineers & Architects, Inc.

POSTED BY PERAMUNU CLAY'S MAPPING SURVEY OF 1870-1880 (SEE PAGE 11) AND 1880-1890