Dollar Bay to Lake Linden Trail Completion Ceremony – November 30



Please join us for a ceremony and ribbon-cutting event for the long-awaited completion of Michigan Department of Natural Resources' Trail No. 3 – Dollar Bay to Lake Linden – located in Houghton County. This portion of Trail No. 3 was severely

damaged by a historic 1,000-year storm and flood on Father's Day in June 2018. Construction began in 2021 to rebuild this important economic connection for these two communities, as well as Houghton County and the wider Keweenaw Peninsula. The reconstruction work, totaling nearly \$11 million, was funded by several sources, including the American Recovery Plan Act, Michigan Economic Development Corporation grants from the state's general fund and federal funding from the Land and Water Conservation Fund.

The event will be held along the trail near First Street in Dollar Bay at 11:00 a.m. EST on Thursday, November 30. Directional signs will be posted (see attached map - GPS Coordinates: 47.125235, -88.497845).

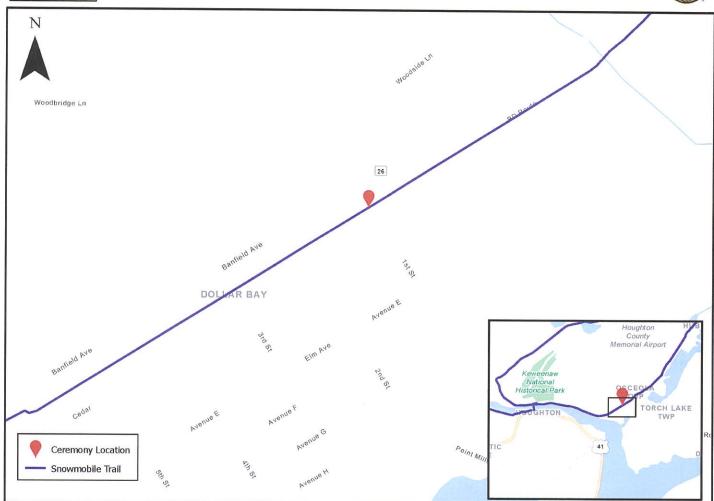
We look forward to seeing you there!

Kristi Dahlstrom
Michigan Department of Natural Resources
Cell (906) 235-0923
dahlstromk@michigan.gov

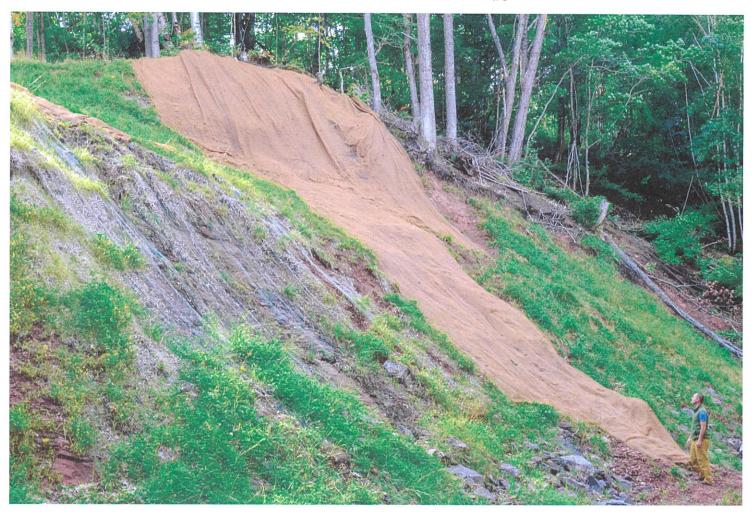
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Event Location Map











October 19, 2023

Sheriff Joshua B. Saaranen Houghton County Sheriff's Office 403 E Houghton Ave Houghton, MI 49931

Dear Sheriff Saaranen,

I am most happy to inform you that the MMRMA Board Chair has reappointed you to the Upper Peninsula Law Enforcement Risk Control Advisory Committee with a term expiring December 31, 2026. Your reappointment was unanimously confirmed by the Board of Directors at its October 12, 2023 meeting.

I want to thank you for your participation on the Committee and your willingness to devote your time, energy, and expertise to support the many successes of this fine organization.

Warmest regards,

Michael L. Rhyner Executive Director

cc: Benjamin A. Larson

U.P. Insurance Agency, Inc

mil I. /



GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS STATE TREASURER

September 2023

County Revenue Sharing/County Incentive Program Fiscal Year 2024 Detailed Guidance

Definitions:

- ARPA American Rescue Plan Act of 2021, Public Law 117-2
- CIP County Incentive Program
- CLFRF Coronavirus Local Fiscal Recovery Fund
- CRS County Revenue Sharing
- PS Public Safety
- CRS Full Funding Amount determined pursuant to the Glenn Steil State Revenue Sharing act of 1971, 1971 PA 140, MCL 141.901 to 141.921
- Treasury Michigan Department of Treasury

County Incentive Program (CIP)

For fiscal year (FY) 2024, the Legislature continued the CIP. Each county must meet <u>all of the</u> program requirements in order to receive all CIP payments.

Each county that received a FY 2023 CIP payment is eligible to receive:

A <u>CIP</u> payment equal to 20% of the county's CRS Full Funding amount

Note: County payments are based on a county's CRS Full Funding amount and the FY 2024 appropriation act. Counties may receive a prorated share of the amount appropriated for distribution.

CIP Program Requirements

- 1. To qualify for CIP payments, a county must complete the following by the due date:
 - 1. Provide to Treasury the required documents (see Required Documents below)
 - 2. Make required documents available for public viewing in the county clerk's office or post them on a publicly accessible Internet website
- II. Required Documents (Due Date: December 7, 2023)
 - 1. City, Village, and Township Revenue Sharing and County Incentive Program Certification (Form 4886)
 - 2. Debt Service Report (all funds)
 - i. Debt Service Report Requirements:
 - 1. Issuance date by debt instrument
 - 2. Issuance amount by debt instrument
 - 3. Type of debt instrument
 - 4. A listing of all revenues pledged to finance debt service by debt instrument
 - 5. A listing of the **annual** debt service payment amounts **until maturity**
 - ii. If the county has no debt, a Debt Service Report must be submitted with a note or comment indicating the county has no debt
 - 3. Projected Budget Report (minimum General Fund)
 - i. Projected Budget Report Requirements:
 - 1. The current fiscal year projected revenues and expenditures
 - 2. The immediately following fiscal year projected revenues and expenditures
 - 3. An explanation of the assumptions used for the projections
 - 4. Citizen's Guide and Performance Dashboard are no longer required

- III. Document templates are available on the Treasury website
 - 1. The templates may be used to comply with the program requirements
 - 2. Counties do not have to use the Treasury templates
 - 3. The templates are located under the "Form and Templates" section at: https://www.michigan.gov/treasury/0,4679,7-121-1751 2197 58826---,00.html
- IV. Due Date Required Documents (See Payment Information section)
 - 1. December 7, 2023 (NEW) to receive all CIP payments

-OR-

- 2. February 1, April 1, June 1, or August 1 to receive remaining CIP payments
- V. Mailing Requirement
 - Counties must include in any mailing of general information to its citizens, the Internet website address or physical location where the required documents are available for public viewing

County Revenue Sharing (CRS)

For FY 2024, each county is eligible to receive:

- a <u>CRS-Standard</u> payment equal to 116.459281856% of the county's CRS Full Funding amount less the county's FY 2024 CIP eligible amount;
- a <u>CRS-CLFRF</u> payment equal to 1% of the county's FY 2023 ongoing CRS payment amount and eligible FY 2023 CIP payment amount;
- a <u>CRS-PS</u> payment equal to 2% of the county's FY 2023 ongoing CRS payment amount and eligible FY 2023 CIP payment amount

Note: County payments are based on a county's CRS Full Funding amount and the FY 2024 appropriation act. Counties may receive a prorated share of the amount appropriated for distribution.

CRS Program Requirements CRS-Standard; CRS-CLFRF (1%); CRS-PS (2%)

- CRS-Standard No certification required
- II. CRS-CLFRF (1%) (NEW)
 - 1. Counties must certify to Treasury that:
 - The county has "Fully Obligated" or expended by December 31, 2023, or declined, the total amount of 2021 American Rescue Plan Act funds (Public Law 117-2) allocated to the county
 - "Fully Obligated" means an order placed for property or services; entering into contracts, subawards, and similar transactions that require payments; or appropriating the funds for specific purposes
 - a. The above definition of "Fully Obligated" is ONLY for CRS-CLFRF
 - b. The U.S Treasury definition of "Fully Obligated" used for ARPA purposes is different
 - c. Counties MUST use the U.S. Treasury definition when complying with ARPA requirements, reporting and deadlines
 - 2. State program requirements do not change or alter any U.S. Treasury requirements related to ARPA funding
 - 2. CRS-CLFRF Certification Form
 - i. Due Date: March 30, 2024 to receive the CRS-CLFRF payment
 - ii. Certification Process and Form coming soon
- III. CRS-PS (2%) (NEW)
 - 1. Counties must use the CRS-PS payments for local public safety initiatives only
 - 2. Local Public Safety Initiatives includes, but is not limited to:
 - i. Recruitment
 - ii. Retention efforts
 - iii. Training programs
 - iv. New equipment purchases or equipment replacements
 - v. Capital improvements to public safety buildings or structures

September 2023
County Revenue Sharing/County Incentive Program
Fiscal Year 2024 – Detailed Guidance
Page 5

Payment Information

- I. CIP
 - 1. All counties will receive 1/6 of the CIP payment on the last business day of October
 - i. If the required documents are submitted on or before December 7, 2023
 - 1. A county qualifies to receive 1/6 of the CIP payment on the last business day of December, February, April, June, and August
 - 2. If the required documents are submitted after December 7, 2023, but by the first day of a payment month (February, April, June, or August)
 - i. December CIP payment is forfeited
 - ii. Remaining CIP payments will be forfeited unless the required documents are received by the first day of a payment month
 - iii. If Treasury receives the documents by the first day of a payment month, 1/6 of the CIP payments will be received on the last business day of each payment month thereafter

II. CRS-Standard

 All counties will receive CRS-Standard payments on the last business day of October, December, February, April, June, and August

III. CRS-PS

1. All counties will receive 1/6 of the CRS-PS payment on the last business day of October, December, February, April, June, and August

IV. CRS-CLFRF

- 1. All counties that meet the CRS-CLFRF certification requirements (see page 4) will receive the CRS-CLFRF payment on the last business day of June 2024
- V. Use of Funds CIP, CRS-Standard, and CRS-CLFRF
 - 1. A county that has a retirement pension benefit system in underfunded status (under Section 5 of 2017 Public Act 202, MCL 38.2805) must allocate, to the county's pension unfunded liability, an amount equal to the sum of the county's FY 2024 eligible CIP, CRS-Standard, and CRS-CLFRF payment amounts less the sum of the county's FY 2023 CRS and eligible CIP payment amounts

September 2023 County Revenue Sharing/County Incentive Program Fiscal Year 2024 – Detailed Guidance Page 6

- 2. A county that has issued a municipal security (under Section 518 of 2001 Public Act 34, MCL 141.2518) is exempt from allocating FY 2024 CRS and CIP payment amounts to the county's pension unfunded liability
- 3. A county that receives a FY 2023 Local Unit Municipal Pension Principal Payment Grant (under 2022 Public Act 166) is exempt from allocating FY 2024 CRS and CIP payment amounts to the county's pension unfunded liability

Additional Information

I. Detailed information can be found on Treasury's CRS and CIP websites:

CRS: https://www.michigan.gov/treasury/local/share/county-revshare

CIP: http://www.michigan.gov/treasury/0,4679,7-121-1751 2197 58826---,00.html

II. Any county that falsifies certification documents shall forfeit any future CIP payments and shall repay the State all CIP payments it has received

If you have any questions, please review the Frequently Asked Questions on Treasury's CIP website or feel free to contact the Revenue Sharing and Grants Division by phone at 517-335-7484 or by email at TreasRevenueSharing@michigan.gov

County Revenue Sharing Projections Conference Committee Fiscal Year 2024

			County	County	
	County Revenue	County Revenue	Revenue Sharing	Incentive	Total County
	Sharing	Sharing	Public Safety	Program	Projected
County Name	(CRS)	(CRS - CRLFRF)	(CRS-PS)	(CIP)	Payment
Alcona	235,736.80	2,737.00	5,473.00	48,877.99	292,824.79
Alger	184,933.74	2,147.00	4,294.00	38,344.41	229,719.15
Allegan	2,169,610.65	25,187.00	50,374.00	449,850.05	2,695,021.70
Alpena	701,943.04	8,149.00	16,298.00	145,541.83	871,931.87
Antrim	497,949.91	5,781.00	11,561.00	103,245.62	618,537.53
Arenac	324,603.16	3,768.00	7,537.00	67,303.67	403,211.83
Baraga	180,825.48	2,099.00	4,198.00	37,492.60	224,615.08
Barry	1,106,806.56	12,849.00	25,698.00	229,486.79	1,374,840.35
Bay	2,492,475.51	28,935.00	57,870.00	516,793.30	3,096,073.81
Benzie	327,753.08	3,805.00	7,610.00	67,956.77	407,124.85
Berrien	3,513,847.45	40,792.00	81,584.00	728,565.96	4,364,789.41
Branch	932,977.96	10,831.00	21,662.00	193,444.93	1,158,915.89
Calhoun	2,890,752.50	33,559.00	67,117.00	599,372.60	3,590,801.10
Cass	1,004,358.05	11,660.00	23,319.00	208,244.98	1,247,582.03
Charlevoix	568,500.31	6,600.00	13,199.00	117,873.63	706,172.94
Cheboygan	544,255.27	6,318.00	12,636.00	112,846.64	676,055.91
Chippewa	692,363.15	8,038.00	16,075.00	143,555.53	860,031.68
Clare	622,484.64	7,226.00	14,453.00	129,066.82	773,230.46
Clinton	1,287,023.96	14,941.00	29,882.00	266,853.31	1,598,700.27
Crawford	309,457.46	3,592.00	7,185.00	64,163.34	384,397.80
Delta	773,702.25	8,982.00	17,964.00	160,420.49	961,068.74
Dickinson	552,514.16	6,414.00	12,828.00	114,559.05	686,315.21
Eaton	2,137,726.55	24,817.00	49,634.00	443,239.16	2,655,416.71
Emmet	765,533.83	4,139.00	8,278.00	158,726.84	936,677.67
Grand Traverse	1,647,454.38	19,125.00	38,250.00	341,585.45	2,046,414.83
Genesee	9,532,716.66	110,665.00	221,330.00	1,976,526.57	11,841,238.23
Gladwin	491,267.75	5,703.00	11,406.00	101,860.13	610,236.88
Gogebic	326,843.67	3,794.00	7,589.00	67,768.22	405,994.89
Gratiot	828,255.52	9,615.00	19,230.00	171,731.64	1,028,832.16
Hillsdale	905,475.19	10,512.00	21,023.00	187,742.47	1,124,752.66
Houghton	658,256.24	7,642.00	15,283.00	136,483.75	817,664.99
Huron	772,914.31	8,973.00	17,945.00	160,257.12	960,089.43
Ingham	5,873,158.44	68,181.00	136,362.00	1,217,748.74	7,295,450.18
Ionia	1,135,907.93	13,187.00	26,373.00	235,520.71	1,410,988.64
losco Iron	512,563.58 261,058.51	5,950.00 3,031.00	11,901.00	106,275.64	636,690.22
Isabella	1,199,459.70	13,924.00	6,061.00 27,849.00	54,128.23 248,697.62	324,278.74
Jackson	3,253,381.97	37,768.00			1,489,930.32
Kalamazoo	5,005,115.99	58,104.00	75,537.00 116,208.00	674,560.69 1,037,767.63	4,041,247.66
Kalkaska	336,575.38	3,907.00	7,815.00	69,786.00	6,217,195.62 418,083.38
Kent	11,621,920.63	134,918.00	269,837.00	2,409,704.99	14,436,380.62
Keweenaw	47,348.35	550.00	1,099.00	9,817.27	58,814.62
Lake	238,012.88	2,763.00	5,526.00	49,349.92	295,651.80
Lapeer	1,612,369.54	18,718.00	37,436.00	334,310.92	2,002,834.46
Leelanau	461,529.15	5,358.00	10,716.00	95,694.09	573,297.24
Lenawee	1,962,646.06	22,784.00	45,569.00	406,937.73	2,437,936.79
Livingston	2,999,078.70	34,816.00	69,632.00	621,833.10	3,725,359.80
Luce	123,788.53	1,437.00	2,874.00	25,666.48	153,766.01
Mackinac	250,601.53	2,909.00	5,818.00	51,960.06	311,288.59
Macomb	15,850,701.31	184,010.00	368,020.00	3,286,506.18	19,689,237.49
Manistee	525,830.44	6,104.00	12,209.00	109,026.41	653,169.85
	THE CONTROL OF THE PARTY OF THE	5-10-01-10-10-10-10-10-10-10-10-10-10-10-		AND THE PROPERTY OF THE PROPER	



RESOLUTION AUTHORIZING PUBLIC ENTITY MEMBERSHIP IN THE WEST MICHIGAN HEALTH INSURANCE POOL ("WMHIP") FOR A MINIMUM THREE-YEAR PERIOD #23-21

WHEREAS The Western Michigan Health Insurance Pool ("WMHIP") is a Public Employer Pooled Plan ("PEPP") that provides pooled self-funded health insurance coverage, as authorized by the Public Employees Health Benefit Act, Act 106 of 2007.

WHEREAS WMHIP has received from the Michigan Department of Insurance and Financial Services ("DIFS") a certificate of registration authorizing establishment of the PEPP.

WHEREAS The Houghton County Board of Commissioners has had opportunity to consider the obligations of the Public Entity to WMHIP and PEPP plans, and services available to the Public Entity by WMHIP, and has carefully reviewed the WMHIP Amended Trust Agreement and Bylaws.

WHEREAS The Houghton County Board of Commissioners desires to authorize membership of the Public Entity in the WMHIP for a minimum period of three years.

NOW, THEREFORE, the Houghton County Board of Commissioners hereby resolves:

- 1. The Board approves the WMHIP Amended Trust Agreement and bylaws, and accepts WMHIP provision of Public Entity self-funded, pooled health insurance coverage under the PEPP plan.
- 2. The Administrator, or CFO of the Public Entity or, with their approval, the person appointed by the Board as WMHIP Trustee or Alternate Trustee, is hereby authorized to execute all documents necessary for the Public Entity to become a Member in the WMHIP PEPP plan.
- 3. The Board hereby confirms its appointment of the following persons as Trustee and Alternate Trustee to serve as Trustee when the initial Trustee is not available or in attendance to carry out the Trustee's duties:

[Benjamin Larson]	. Address
[Rebecca Ylitalo]	

As required by law, neither the Trustee nor the Alternate Trustee is an owner, officer, or employee of any third-party administrator or any other third party providing services to WMHIP. The Trustee and Alternate Trustee shall serve until replaced by action of the Board. Once appointments are made known to the WMHIP, the persons appointed shall remain in office until the WMHIP receives evidence of appointment of other persons. Evidence of proper appointment of the Trustee and Alternate Trustee shall be a certified copy of the resolution passed by the Board, indicating the names of the designated Trustee and/or Alternate Trustee. Failure of the Public Entity to designate a Trustee, or the failure of that Trustee/Alternate Trustee to participate on the Board of Trustees, shall not affect the responsibilities or duties of the Public Entity under the Amended Trust Agreement.

- 4. The Public Entity shall continue participation in the WMHIP for a minimum of three full years under its PEPP plan.
- 5. All Resolutions and parts of Resolutions insofar as they conflict with the provisions of this Resolution be and the same are hereby rescinded.

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, County Clerk of Houghton C the above Resolution as adopted November Courthouse, 401 East Houghton Avenue, Ho	14, 2023, at the Houghton County
Jennifer Kelly, Houghton County Clerk	



RESOLUTION OF SUPPORT FOR THE COPPERWOOD MINE PROJECT BY HIGHLAND COPPER COMPANY IN GOGEBIC COUNTY, MICHIGAN

#23-22

WHEREAS the Houghton County Board of Commissioners supports the development of safe, modern and responsible mining as planned for Highland Copper Company's Copperwood Mine Project located in Ironwood and Wakefield Townships of Gogebic County, Michigan, and;

WHEREAS the Houghton County Board of Commissioners acknowledges the commitment of Highland Copper Company to maintain their transparent and regular engagement with local and regional communities and remain a positive partner for the region, and:

WHEREAS the Houghton County Board of Commissioners recognizes the commitment of Highland Copper Company to develop an environmentally sound copper mine that will maximize local employment and will provide expansive economic benefits to the Western Upper Peninsula, contributing to the revitalization of the local and regional economy.

NOW, THEREFORE, be it resolved that the Houghton County Board of Commissioners

fully supports the Project.	development of	0	,	
Moved by Commiss	ioner:			
Supported by Comn	nissioner:			
Roll Call Vote:				
Yes:				
No:				
Motion Carried.				

RESOLUTION DECLARED ADOPTED.	
Tom Tikkanen, Chairman Houghton County Board of Commission	Date
I, Jennifer Kelly, County Clerk of Houghton C the above Resolution as adopted November Courthouse, 401 East Houghton Avenue, Ho	14, 2023, at the Houghton County
Jennifer Kelly, Houghton County Clerk	

PURCHASE AGREEMENT

This Agreement, by and between THE COUNTY OF HOUGHTON, a municipal corporate body organized and existing pursuant to Article VII, Section 1, of the Michigan Constitution of 1963, whose address is 401 East Houghton Avenue, Houghton, MI 49931, hereinafter "Seller," and TORCH LAKE FEDERAL CREDIT UNION, whose address is 400 Hecla Street, Laurium, Michigan 49913, hereinafter "Purchaser":

WITNESSETH:

1. Property to be Sold:

The Seller agrees to sell and the Purchaser agrees to buy that real estate, including all improvements and appurtenances, situated in the Village of Laurium, County of Houghton and State of Michigan, more particularly described as follows:

Lots 1, 2 and 3, Block 12, Second Addition to the Village of Calumet (now Laurium), Houghton County, Michigan, according to the recorded plat thereof on file in the office of the Register of Deeds for Houghton County in Plat Cabinet 1, Folio #2.

Together with and subject to any and all restrictions, reservations, easements or rights-of-way appearing in the record chain of title.

Purchaser acknowledges that Seller has removed the emergency communication tower from the premises, except for the generator. The generator shall be included with the sale of the property.

2. Purchase Price and Terms of Payment:

The purchase price of the property shall be the total sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), in cash at the time of closing.

3. <u>Present Title of Seller:</u>

It is understood that the Seller owns the property free and clear of material encumbrances, except any which will be discharged at or before closing.

4. Taxes and Assessments:

The parties acknowledge that Seller is a tax-exempt entity. Property taxes and assessments shall be prorated as of the date of closing, and shall thereafter be paid by the Purchaser.

5. <u>Evidence of Title:</u>

The Seller shall, no later than fourteen (14) days prior to the date of closing, deliver to Purchaser a title insurance commitment containing a current tax history, certified to a day subsequent to the day of this Purchase Agreement, in the full amount of the purchase price, to be issued subsequent to closing at no cost to the Purchaser. Purchaser acknowledges receipt of a preliminary ALTA commitment for title insurance provided by Seller.

6. <u>Title Failure</u>:

The Seller shall be allowed a reasonable extension of time for correction of defects in title, if any. In the event the Seller is unable, after using its best and reasonable efforts, to convey marketable title free and clear of encumbrances to said property at the time of closing or at such extended time as the parties may by supplemental agreement agree upon, then neither party shall be bound hereby, unless Purchaser elects to accept the property subject to such encumbrances, and this Agreement shall be deemed terminated.

7. <u>Conveyance</u>:

Conveyance shall be by Warranty Deed executed by the Seller to the Purchaser, together with and subject to any and all restrictions, reservations, easements or rights-of-way appearing in the record chain of title.

8. Access, Time for Closing and Possession:

Purchaser currently leases the property and has full access to the property. This sale shall be closed at a mutually agreed time and day, not later than December 31, 2023. Full, permanent possession and ownership shall transfer to Purchaser upon closing.

9. <u>Miscellaneous Costs</u>:

Purchaser shall pay the costs of any surveys, inspections or tests Purchaser may desire, and the cost of recording the Deed.

Seller shall pay the cost of title insurance, all costs required to clear title and/or other documents necessary to convey clear title, and cost of preparation of Purchase Agreement and Deed.

The conveyance is exempt from real estate transfer taxation pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i), by virtue of Seller's status as a political subdivision of the United States and State of Michigan.

Seller and Purchaser agree to equally share the customary closing fees charged by the title company upon closing the transaction.

10. Waste and Risk of Loss:

Seller shall bear the risk of loss of the real estate until closing, and Purchaser shall bear the risk of loss of its own personal property currently utilized in Purchaser's capacity as a tenant. If the real property is not in substantially its present condition, Purchaser may declare this Agreement null and void. Seller and Purchaser shall insure their respective interests as they each deem appropriate prior to closing.

11. Real Estate Brokers:

The parties represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and sales people who allege that they represented a party or are entitled to a commission or fee as a result of the transaction.

Purchaser hereby discloses that two members of its governing Board of Commissioners, Tom Tikkanen and Gretchen Janssen, are licensed realtors in the State of Michigan, but further disclose that they possess no personal ownership interest in the property which is subject to this Purchase Agreement, and are not providing professional services in their capacity as licensed realtors in this transaction.

12. Notices:

All notices required by this Agreement shall be sent to the other party in writing. The notices shall be delivered either personally or by first class mail.

13. <u>Time is of the Essence</u>:

Time is of the essence in the performance of this Agreement.

14. <u>Amendment</u>:

This Agreement may not be amended except in writing by the party against whom enforcement of any waiver, change or discharge is sought.

15. Entire Agreement:

This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.

16. Applicable Law:

This Agreement shall be construed and enforced according to Michigan law. Any action to enforce this Agreement shall be brought in Houghton County, Michigan.

17. <u>Conditions</u>:

The conditions of this Purchase Agreement extend to and bind the heirs, administrators, successors and assigns of the parties hereto.

Executed b	y the Seller on this	day of November, 2023:

THE COUNTY OF HOUGHTON

....

By: TOM TIKKANEN

Its: Board of Commissioners Chair

This area intentionally left blank.

Executed by the Purchaser on this	day of November, 2023:		
	TORCH LAKE FEDERAL CREDIT UNION		
	By: ALISHA KOCJAN Its: Chair of Board		
	By: CONNIE MIKKOLA Its: Manager		
This Instrument Prepared By:			

Roger W. Zappa BENSINGER, COTANT & MENKES, P.C. 122 W. Bluff St. Marquette, MI 49855 (906) 225-1000

BOARD OF County Road Commissioners HOUGHTON COUNTY

PETE TOROLA, Chairman Chassell Township WILLIAM H. SILER, Vice Chairman Torch Lake Township GENE LONDO, Member Calumet Township 20140 Gagnon Circle, M-26, Ripley
P.O. Box 269
Hancock, MI 49930
Office • 1-906-482-3600
Fax • 1-906-482-9600
Web • www.houghtoncountyroads.org

KEVIN P. HARJU, P.E. County Highway Engineer ROBERT P. TARVIS Office Manager

October 16, 2023

Mr. Ben Larson, Administrator Houghton County Courthouse Houghton, MI 49931

Dear Mr. Larson:

The Road Commission received a directive from the Michigan Department of Treasury stating that the county board of commissioners must approve and allocate funds for compensation and benefits for the road commission board members on an annual basis.

Below is listed the 2023 compensation and benefits for road commissioners for consideration by the county board. This list and the statement that "The cost of all compensation and benefits for the road commissioners is to be paid from the county road fund and approved in the annual Houghton County Road Commission General Appropriations Act," should be included in the county board's authorization.

HOUGHTON COUNTY BOARD OF ROAD COMMISSIONERS COMPENSATION PACKAGE 01/01/2023

Salary \$2,000.00

Life insurance \$5,000 policy from carrier of

Commissioner's choice

Bill Siler \$17.90/month

Gene Londo *\$62.50/quarter

Pete Torola *\$62.50/quarter

Mileage reimbursement for use of own car 65.5 cents per mile for 2023 or

current I.R.S. rate

*Per Houghton County Board action 06/11/01, \$250.00/year compensation in lieu of life insurance for all new road commissioners thereafter.

Mr. Ben Larson Page 2 October 16, 2023

Health Insurance:

- 1. Any employee, if permitted by the plan, may decline coverage, and would be paid in lieu of this health insurance coverage, an increase in compensation of \$600.00 per month.
- 2. The Houghton County Road Commission contribution toward health care insurance will be determined by the annually adjusted hard caps as set forth in PA 152 of 2011. The annual hard cap adjustment based on the change in the medical care component of the C.P.I. will occur on January 1 of each year. Currently the employees are paying \$119.61 or \$220.31/employee/pay period for 2023. The cost for 2024 will not exceed the hard caps set by PA 152 of 2011.

Other business expenses

See enclosed standard employee policy

The cost of all compensation and benefits for the road commissioners is to be paid from the county road fund and approved in the annual Houghton County Road Commission General Appropriations Act.

EMPLOYEE BUSINESS EXPENSE REIMBURSEMENT POLICY

For business meetings only, an employee may be reimbursed by either claiming individual meal actual expenditures for part or whole day participation, or in case of whole day meal expense only, may elect to claim a \$60.00 per day flat rate meal reimbursement. All other business related expenses included but not necessarily limited to, room rent, cab fare, car rental and air fare are reimbursable for the actual expenses incurred.

For business use of a personal automobile, an employee will be reimbursed the current I.R.S. approved mileage rate which includes all operating expenses such as gas, oil, parts or insurance.

All expenses to be reimbursed shall be itemized on the current applicable travel expense report and signed by the employee.

Employees shall be permitted to charge business expenses on a road commission approved credit card.

Very truly yours,

BOARD OF COUNTY ROAD COMMISSIONERS

Kevin P. Harju, P.E.

County Highway Engineer

KPH/lb

Lake Linden EWP Site Map

Lake Linden EWP Schoolcraft Township, T-55N, R-32W, Sec.6 Houghton County, MI



DSRLL2023 Site List

- 1. Fill sink hole by pole barn.
- 2. Remove sediment in yard.
- 3. Fill eroded gully in yard.
- 4. Fill sink hole in yard.
- 5. Stabilize overfall and armor channel.
- 6. Remove sediment in channel.
- 7. Stabilize banks and armor channel.



OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for	Federal Assistaı	nce SF-424		
* 1. Type of Submiss Preapplication Application Changed/Corre	1	* 2. Type of Application: New Continuation Revision	* If Revision, select appropriate letter(s): * Other (Specify):	
* 3. Date Received: 11/08/2023		4. Applicant Identifier:		
5a. Federal Entity Ide	entifier:		5b. Federal Award Identifier:	
State Use Only:				
6. Date Received by	State:	7. State Application	on Identifier:	
8. APPLICANT INFO	ORMATION:			
* a. Legal Name:	oughton County,	,Michigan		
* b. Employer/Taxpa	yer Identification Num	nber (EIN/TIN):	* c. Organizational DUNS: U3QMHUBDLK79	
d. Address:			•	
* Street1: Street2:	401 E. Houghto	on Ave.		
* City: County/Parish: * State: Province:	Houghton		MI: Michigan	
* Country:			USA: UNITED STATES	
* Zip / Postal Code: 49931				
e. Organizational U	Jnit:			
Department Name:			Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix: Middle Name: * Last Name: Lar	son	* First Na	me: Ben	
Suffix:				
Title: County Administrator				
Organizational Affilia Houghton Count	00-00-00			
* Telephone Number: 906-482-8307 Fax Number: 906-482-7238				
* Email: administ	trator@houghton	ncounty.net		

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
B: County Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
USDA-Natural Resources Conservation Servive
11. Catalog of Federal Domestic Assistance Number:
10.923
CFDA Title:
Emergency Watershed Protection Program
* 12. Funding Opportunity Number:
N/A
* Title:
M/A
13. Competition Identification Number:
N/A
Title:
N/A
14. Areas Affected by Project (Cities, Counties, States, etc.):
Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project:
Saw Street Drain Project to restore channel capacity and reduce risk of future flooding and loss of soil, personal property, and infrastructure.
Attach supporting documents as specified in agency instructions.
Add Attachments Delete Attachments View Attachments

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Application for Federal Assistance SF-424					
16. Congressional Districts Of:					
* a. Applicant	* b. Program/Project 1				
Attach an additional list of Program/Project Co	ngressional Districts if needed.				
	Add Attachment Delete Attachment View Attachment				
17. Proposed Project:					
* a. Start Date: 11/30/2023	* b. End Date: 11/30/2024				
18. Estimated Funding (\$):					
* a. Federal	135,371.25				
* b. Applicant	45,125.75				
* c. State					
* d. Local					
* e. Other					
* f. Program Income					
* g. TOTAL	180,497.00				
* 19. Is Application Subject to Review By	State Under Executive Order 12372 Process?				
a. This application was made available	to the State under the Executive Order 12372 Process for review on				
b. Program is subject to E.O. 12372 bu	at has not been selected by the State for review.				
c. Program is not covered by E.O. 123	72.				
* 20. Is the Applicant Delinquent On Any I	Federal Debt? (If "Yes," provide explanation in attachment.)				
Yes No					
If "Yes", provide explanation and attach					
Add Attachment Delete Attachment View Attachment					
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may					
subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) ** AGREE					
	or an internet site where you may obtain this list, is contained in the announcement or agency				
specific instructions.	in an internet site where you may obtain this list, is contained in the announcement of agency				
Authorized Representative:					
Prefix:	* First Name: Ben				
Middle Name:					
* Last Name: Larson					
Suffix:					
*Title: County Administrator					
* Telephone Number: 906-482-8307 Fax Number:					
* Email: administrator@houghtoncounty.net					
* Signature of Authorized Representative:	* Date Signed:				

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009 Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General
 of the United States and, if appropriate, the State,
 the right to examine all records, books, papers, or
 documents related to the assistance; and will establish
 a proper accounting system in accordance with
 generally accepted accounting standards or agency
 directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race. color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

- Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
Houghton County, Michigan	



Natural Resources Conservation Service DAMAGE SURVEY REPORT (DSR) Emergency Watershed Protection Program – Recovery

				NRCS Entr	
Section 1A			1	igible: Yes ✓ No	
Date of report	08-25-23			oproved: Yes No anding priority number (fi	
DSR number	LL-01		Li	mited Resource Area: Y 1 Major disaster de	
Project numbe	r 5020			2 Emergency declar	
Section 1B - S	sponsor Informat	ion		4 Local declaration	
Sponsor Name:	Houghton Co	unty, Ben L	arson Coun	ty Administrator	
Address:	401 E. Hougl	nton Ave.			
City/State/Zip:	Houghton, M	II 49931			
Telephone Nun	nber 906-482-83	307	Fax:	906-482-7238	
.	Site Location Info	rmation State MI	C	ongressional District	01
Latitude 47.	.193330	Longitude	-88.411582	UTM Coordinates	17150922,128956
Drainage name	Torch Lake Trib	utary	Site name	Saw Street Drain	
Reach Co	pper Range to Hed	ola Street			
Damage descrip	-1.4	-		ised sediment despos sinkholes opened, an	

DSR	NO:	LL	-01
11316	146);	RA H.A	

Section 1D - Site Evaluation

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?1	_		High spring rains on snow a overed ground clusted unsersonably high finnoff, prompting the Covernor to declare a State of Emergency
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	<u>√</u>		
Threat to life and/or property? ⁴	✓		S properties were directly damaged by the flooding event. Additional properties adjacent or downstream were indirectly impacted.
Event caused a sudden impairment in the watershed? ¹	· /		
Imminent threat was created by this event? ²	<u>√</u>	4	Fulface of the former calload grade upstream of the Calumer-Hecka tra- caused extreme water and solument to flow down the drawing.
For structural repairs, not repaired twice within 10 years? ²	✓		
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	<u>√</u>	· · · · · · · · · · · · · · · · · · ·	
Proposed action technically viable? (See section 6.3)	\ \ \		

1	Statutory	
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Have all the appropriate steps been taken to ensure that.	all segments of the affected population have bee
informed of the EWP program and its possible effects?	YES / NO

Comments:

See attached CPA-52

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Remove sediment wedges in channel, install grade stabilization structure to arrest head cut, fill and grade gullies and sinkholes, and replace broken conveyance pipe. Actions will result in restored channel capacity and reduced risk of future flooding and loss of soil, personal property, and infrastructure.

Total installation cost identified in this DSR from section 6:	\$ 180,494.82
NRCS 75% cost-share:	\$ 135,371.12
Sponsor 25% cost-share:	\$ 45,123.70

² Regulation

³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

DSR NO	LL-01	

NRCS-PDM-20

Section 1F - NRCS State Office Review and Approval

Reviewed by:		Date reviewed	
	State EWP Program Manager		
Approved by:		Date approved	
•	State Conservationist		

DSF	NO:	LL	-01
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Section 2 - Environmental Evaluation and Special Environmental Concerns

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic Considerations

This section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
482 Saw Street	\$ 21,800.00	90	\$ 19,620.00
483, 485 Saw Street	\$ 34,600.00	90	\$ 31,140.00
484 Saw Street	\$ 9,000.00	90	\$ 8,100.00
438 Hecla Street	\$ 36,900.00	90	\$ 33.210.00
Properties protected (public)			
Detour costs	\$ 117,013.00	90	\$ 105,312.00
Business losses			
Other			
Combined Protected Properties	\$ 483,300.00	90	\$ 434,970.00
	Total near term dama		\$ 632,352.00
Net benefit (total near term da	image reduction minus Cost	from section 6)	\$ 451,857.00

Completed by:	Bryon Kirwan	Date:	9/11/23

DSR	NO:	LL-01	
8.7 L.) A.S.	1 0 .		

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?		\checkmark	
Is there the potential for loss of life due to damages from the watershed impairment?		\checkmark	
Has access to a hospital or medical facility been impaired by watershed impairment?	\checkmark	- Innecession of the second	Road flooding was severe at this site.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	\checkmark		Immediate measures taken following the event restored order to an extent before NRCS assistance requested.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	\checkmark		Washed out roads and blocked storm drains during flooding. Opening of sink holes and unstable ground.
Completed by: Amy Bastone			Date: 08/28/23

DSR NO: LL-01

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanie	.5
American Indian/Alaska Native Female Non-Hispanic	77
American Indian/Alaska Native Male Hispanic	.5
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	-
Asian Female Non-Hispanic	414
Asian Male Hispanie	+
Asian Male Non-Hispanic	617
Black or African American Female Hispanic	11
Black or African American Female Non-Hispanic	1.19
Black or African American Male Hispanic	[]
Black or African American Male Non-Hispanic	212
Hawaiian Native/Pacific Islander Female Hispanic	*
Hawaiian Native/Pacific Islander Female Non-Hispanic	12
Hawaiian Native/Pacific Islander Male Hispanic	-
Hawaiian Native/Pacific Islander Male Non-Hispanic]
White Female Hispanic	115
White Female Non-Hispanic	15852
White Male Hispanic	152
White Male Non-Hispanic	18633
Total Group	

Census tract(s)	2022		
Completed by:	Bryon Kirwan	Date:	9/1/23

DSR NO: LL-(ЮK	NO:	しし-ひし	
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Section 6 - Engineering Cost Estimate

Unit Abbreviations

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Site Preparation (Clearing & Snagging)	23660	SF	\$ 1.25	S 29.575.00
Rock Riprap D50-9"	460	CY	\$ 95.00	43,700.00
Class V Nonwoven Geotextile	975	SY	\$ 4.50	4,387.50
Class IV Nonwoven Geotextile	20	SY	\$ 3.50	70.00
Excavation (Off Site Disposal)	1590	('Y	\$ 20.00	31,800,00
Earthfill	552	(Y	\$ 8,00	4,416.00
Erosion Control Blanket (Excelsior)	1515	SY	\$ 6,00	9,090,00
Dewatering	2	LS	\$ 2,500,00	5,000.00
Seeding and Mulching	0.5	AC	\$ 5,000,00	2,500.00
Ingress/Egress	2	LS	\$ 2,500,00	5,000.00
24" CMP + Fittings	20	LF	\$ 60.00	1,200.00
Contingency	3	LS	\$ 27,347.70	27,347.70
Mobilization	3	LS	\$ 5,469.54	16,408.62
Tota	l installation cost	(enter in sect	tions 1E and 3) \$	180,494,82

ΑC	aere		
CY	cubic yard		
EA	each		
HR	hour		
LF	linear feet		
LS	lump sum		
SF	square feet		
SY	square yard		
TN	ton		
Other			
(specify)			
Completed	by: Amy Bastone	Date:	9/8/23

DSR NO:	LL-01	

Section 7 - NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?		$\overline{\mathbf{V}}$		
2. Is this a site where there is serious, but not immediate threat to human life?	V			2def
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	V			3def
4. Is this site a funding priority established by the NRCS Chief?		V	_	
The following are modifiers for the above criteria		- 	Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?			d	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			e	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?			f	

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

Site is in a drainage to Torch Lake. It outlets adjacent to the school and community buildings at the Village park, which includes wetlands along the shoreline.

DSR NO: LL-01									
Section 8 - Findings									
Enter NEPA compliance finding from section Q of the NRCS-CPA-52.									
3- Federal action that has been sufficiently analyzed. There are no predicted significant adverse effects or extraordinary circumstances.									
The DSR was reviewed with the sponsors. Yes 🗸 No									
NRCS representative of the DSR team: Amy Bastone									
Title: Area Engineer Date: 9/11/23									

Section 9 - Attachments:

- A. Location map
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

SPONSOR:

Houghton County, Michigan

PROJECT:

EWP – 2023 Upper Peninsula Flash Flooding – Project #5020

EMERGENCY WATERSHED PROTECTION PROGRAM STATEMENT OF WORK

PURPOSE

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide financial assistance to Houghton County, hereinafter referred to as the "Sponsor", for EWP Project # 5020 in Houghton County, Michigan for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

OBJECTIVES

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

DSR 26-01-23-5020-001 - LL01 Saw Street - \$180,495.00

BUDGET NARRATIVE

- A. The estimated costs for the Project:
- 1. Total Estimated Project Budget: \$180,495.00

The budget includes:

Construction Costs (75% NRCS \$135,371.25 + 25% Sponsor \$45,125.75): \$180,495.00

- 2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs.
- 3. These costs are associated with construction activities which are on-the-ground construction costs, and are associated with the installation of the project measures including labor, equipment and materials.
- 4. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

RESPONSIBILITIES OF THE PARTIES

- A. Sponsor will—
 - 1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

SPONSOR: Houghton County, Michigan

PROJECT: EWP – 2023 Upper Peninsula Flash Flooding – Project #5020

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

- 3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
- 4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
- Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
- 6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
- 7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
- 8. The contracts for construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
- 9. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
- 10. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.

SPONSOR: Houghton County, Michigan

PROJECT: EWP – 2023 Upper Peninsula Flash Flooding – Project #5020

b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.

- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
- 11. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
- 12. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
- 13. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
- 14. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
- 15. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
- 16. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
- 17. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.
 - a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and

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quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

- b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
- 18. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.
- 19. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
- 20. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
- 21. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
- 22. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

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23. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

- 24. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.
- 25. Submit payment requests to ezFedGrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will-

- 1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
- 2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
- 3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
- 4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
- 5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
- 6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

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2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

- 3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
- 4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
- 5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
- 6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
- 7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.
- 8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

- Contract for construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
- Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation

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PROJECT: EWP – 2023 Upper Peninsula Flash Flooding – Project #5020

for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

- 3. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
- 4. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
- 5. Provide construction inspection in accordance with the QAP.

RESOURCES REQUIRED:

As stated in this agreement.

MILESTONES

Milestones shall include, but not limited to, the following items:

- 1. Obtaining permits: estimated month 1
- 2. Completing quality assurance plan: estimated month 1
- 3. Solicit bids: estimated month 1
- 4. Award contract: estimated month 2
- 5. Date of estimated completion of construction:
- 6. Complete close-out activities

BUDGET INFORMATION - Construction Programs NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.	COST CLASSIFICATION a. Total Cost b. Costs b. Costs Not Allowable c. Total Allowable Costs for Participation (Columns a-b)	Administrative and legal expenses \$	Land, structures, rights-of-way, appraisals, etc.	Relocation expenses and payments \$	Architectural and engineering fees \$ \$	Other architectural and engineering fees \$	inspection fees \$ \$	es e	tion and removal	uction \$ 45,125.75 \$ 135,371.25	s ten	laneous \$	SUBTOTAL (sum of lines 1-11) \$ 45,125.75 \$ 135,371.25	gencies &	OTAL \$ 180,497.00 \$ 45,125.75 \$ 135,371.25	t (program) income	TOTAL PROJECT COSTS (subtract #15 from #14) \$ 180,497.00 \$ 45,125.75 \$	FEDERAL FUNDING	Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X 100 % \$ 135,371.25
OTE: Certain Federal assis	COST CLASSIF	1. Administrative and le	2. Land, structures, righ	Relocation expenses	Architectural and eng	Other architectural a	Project inspection fees	7. Site work	Demolition and removal	Construction	10. Equipment	11. Miscellaneous	12. SUBTOTAL (sum of	13. Contingencies	14. SUBTOTAL	15. Project (program) income	16. TOTAL PROJECT (A A A A THA A A A A A A A A A A A A A A	 Federal assistance requested, call Consult Federal agency for Fede

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Houghton County, Michigan	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix:	Middle Name: Suffix:
* SIGNATURE:	* DATE:

State	Michigan		Project Number	5020				
				If no number assigned by NHQ, then submit Electronic Disaster Report				
Projec	ct/Disaster Name	2023 Hou	ghton County Flash Floodin	g				
If kno	wn - Sponsor and	DSR(s)	Houghton Co. MI/ DSR 26-	-01-23-5020-001				

EWPP Assistance Time Limits

Funds must be obligated by the STC and construction completed within 220 calendar days after the date funds are committed to the STC, except for exigency situations in which case the construction must be completed within 10 days after the date the funds are committed.

The STC is delegated the authority to waive the time limit:

- o for up to 18 months from the disaster date declared on the EDR for non-exigency projects
- o for up to 90 days from the disaster date declared on the EDR exigency projects

All other time limit waivers are made by the Deputy Chief for Programs and may be requested by the STC.

EWPP policy requires that all construction time limit waivers include specific documentation. This form can be used to document the program requirements and a STC waiver (if applicable).

The reasons that construction will not be complete within the required time limit

The reasons that construction will not be complete within the required time will	
Explain why the emergency measures cannot be completed within the current time limit.	
Adverse winter weather conditions prevent construction from late November 2023 to May 2024.	

A schedule for the outstanding milestones and deliverables

If the agreement has already been executed, use the milestones and deliverables listed in the agreement.

If the agreement has not been executed, use general milestones (e.g., agreement, conference, design, construction)

Milestones and Deliverables

Date Complete

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Emergency Watershed Protection Program Time Limit Waiver Justification

Instructions for STC Waiver This signed form can now be:

State	Michigan	Pro	ject Number	5020
				If no number assigned by NHQ, then submit Electronic Disaster Report
Project/l	Disaster Name	2023 Houghton County	y Flash Floodi	ng
		onal resources the spor bles according to the p		will direct to accomplishing the ect schedule
		CFR 624.9) is being propo will accomplished.	sed to be waive	d. Identify the resources that will be directed to
	R, weather permit			ruction in November on two of seven sites spring and summer once weather
Waiver	Authority 04/11/2023			10/11/24
Disaster l	Date			struction Completion
STC Wa	iver Authority: E	Exigency Projects	⁽²⁰²³	lon-Exigency Projects
	nstructions pletion date is with	in the STC's waiver autho	rity, then the ST	C can sign below to issue the waiver.
I. At	tached to a WS-1 fe	ond the STC's waiver authors for NHQ waiver consi JM-5 (if after agreement e	deration (if bef	orm can now be ore agreement execution), or
g g				
	onservationist W			
I have de	termined that the	waiver is in the best into	erest of the Fe	deral government.
			STC only sig	gns if within crity (see above)

Included in a new agreement submission package (if before agreement execution), or
 Attached to a GADSUM-5 (if after agreement execution)

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SOUTH RANGE VILG 02 ADAMS SCH 02 ADAMS SCH	LAURIUM VILG 03 CALUMET SCH 03 CALUMET SCH	LAKE LINDEN VILG 13 LL-HUB'L SCH 13 LL-HUB'L SCH	COPPER CITY VILG 03 CALUMET SCH 03 CALUMET SCH	VILLAGES CALUMET VILLAGE 03 CALUMET SCH 03 CALUMET SCH 03 CALUMET SCH DDA 03 CALUMET SCH DDA	CITY OF HOUGHTON 11 HOU-POR SCH 11 HOU-POR SCH	CITY OF HANCOCK 01 HANCK SCH 01 HANCK SCH	TOWNSHIPS CITIES SCHOOL DISTRICTS		2023 MILLAGE APPORTIONMENT REPORT
15,124,630	28,875,263	16,384,163	2,442,487	10,392,357 4,541,417	172,879,855	134,135,872	HMSTD NON-HMSTD		_,
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	3.5000 3.5000	1.7500 1.7500	0.4872 0.4872			0.8000	FIRE	TOWNSHIP & CITIES	COUNTY OF HOUGHTON 401 E HOUGHTON AVENUE HOUGHTON, MICHIGAN 49931
2.9379 2.9379	5.8268 5.8268	3.8481 3.8481	2.8733 2.8733	3.9470 3.9470 3.9470 3.9470			STREET ROADS	S	31
	0.9895 0.9895	1.7500 1.7500		1.7000 1.7000 2.8783 2.8783		0.8000	STREET OTHER OTHER ALLOC. OPER. FIRE ROADS REFUSE LIBRARY SET OPER.		COUNTY OF HOUGHTON 401 E HOUGHTON AVENUE HOUGHTON, MICHIGAN 49931
0.2961 0.2961	0.9221 0.9221	1.7007 1.7007	0.9895 0.9895	0.9895 0.9895 0.9895 0.9895	1.8633 1.8633	0.8000	OTHER		
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County of Houghton

COUNTY COURTHOUSE, HOUGHTON, MICHIGAN 49931



October 13, 2023

Dear Township Supervisor.

Please review the attached inter-local agreement for Houghton County to approve a designated assessor. *P.A. 660 of 2018* required counties to enter into an agreement that nominates an individual to serve as the County's designated assessor licensed as a MAAO or MMAO.

Every five years, local units are audited by the State. In the event of non-compliance, a Corrective Action Plan is submitted to the State to bring the unit into compliance. The State then conducts a follow up review and in the event of non-compliance again, the local unit has three options: hire the county designated assessor to serve as the unit's assessor of record, the State hires contractors to correct the deficiencies, or the unit may opt to hire a new assessor of their choice (also licensed as an MAAO or MMAO).

Your unit is under no obligation to hire the designated assessor in the event of non-compliance. And will not incur any costs unless the Designated Assessor is hired for your unit.

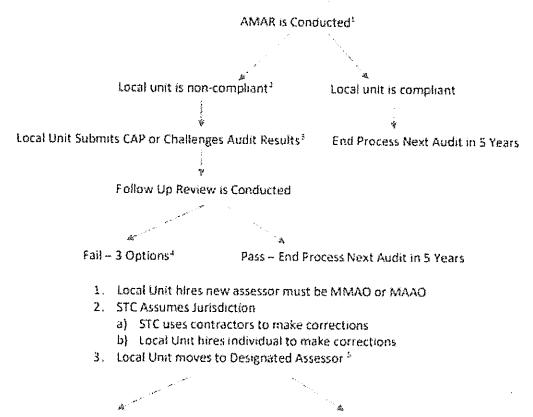
By signing on to this inter-local agreement, you are allowing Houghton County to meet its obligation to have a designated assessor in place prior to audits being conducted. Please consider the proposed agreement at your November monthly meeting and return to Houghton County before December 8, 2023. If you have any questions or concerns, please call or email me: 906-482-0250 or jaikob@houghtoncounty.net

Thank	you	for	your	attention	in	this	matter

Jaikob Djerf

Equalization Director

Property Assessing Reform Process



Fail - Move to Designated Assessor Process Pass - End Process Next Audit in 5 Years

For more information on the Designated Assessor and Property Assessing Reform process, please visit:

 $\frac{https://www.michigan.gov/treasury/local/stc/property/public-act-660-assessment-roll-audit---property-assessing-reform$

Interlocal Agreement for Houghton County to Approve the Designated Assessor for the period December 1, 2023 through December 31, 2026

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter "AGREEMENT") has been executed by the Board of Commissioners for Houghton County, a majority of the assessing districts in Houghton County, and the individual put forth as the proposed Designated Assessor. Houghton County and the Assessing Districts are collectively referred to throughout this AGREEMENT as the "Parties."

RECITALS

- WHEREAS, The Assessing Districts are Municipal Corporations located within the County of Houghton, in the State of Michigan;
- WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;
- WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 et seq, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;
- WHEREAS, P.A. 660 of 2018 requires each County to enter into an AGREEMENT that designates the individual who will serve as the County's Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the assessing districts in the County.
- WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Members agree as follows:

BACKGROUND INFORMATION

Houghton County proposes that **TAG Consulting** represented by assessors:

Mildred Ann Gasperich, MAAO R-9384 & Timothy Paul Gasperich, MCAO R-9281 serve as the Designated Assessor for the following assessing districts within Houghton County:

Adams Township, Chassell Township, Duncan Township, Elm River Township, Franklin Township, Hancock Township, Laird Township, Osceola Township, Portage Township, Quincy

Township, Schoolcraft Township, Stanton Township, Torch Lake Township, Hancock City, and Houghton City.

Listed below are the Houghton County SEV totals by class, including special act values, those properties deemed unique or complex by a local assessing district, and a listing of the total number of parcels, by classification, including special act rolls, within each assessing district (see attached).

Real Property Class	SEV	Number of Parcels
Agricultural	15,884,292	310
Commercial	217,655,483	1,665
Industrial	23,604.374	168
Residential	1.226,315,784	22,038
Timber-Cutover	15,727,686	624
Developmental	1,232,337	15
Total	1,500,419,956	24,820

Personal Property Class	SEV	Number of Parcels
Agricultural		0
Commercial	23,780,324	1,103
Industrial	1,014,591	42
Residential	-	0
Utility	50,701,161	127
Total	75,496,076	1,272

Property Class	Number of Parcels
CFR/CFA	1,339
Exempt	2,651
Special Act	1,468

There are no unique, complex, or high value properties located in Houghton County.

Once the designated assessor process is invoked, the Parties agree that the Designated Assessor will perform the duties associated with being the assessor of record for an assessing district at the following location: administrative office of the assessing district or the assessor's home. The Parties further agree that specific hours will be negotiated as part of the employment contract to be executed in the event an assessing district is subject to the designated assessor process.

QUALIFICATIONS OF DESIGNATED ASSESSOR

Included as an addendum to this AGREEMENT, the Houghton County Board of Commissioners has received and reviewed the following documents provided by the Designated Assessor:

- 1. Resume providing the Designated Assessor's current employment status as well as additional details regarding the Designated Assessor's current assessing responsibilities and local unit assessing experience as it relates to being approved as the Designated Assessor for Houghton County.
- 2. Disclosure of any conflicts of the interest involving the proposed Designated Assessor, the County, or any assessing district, if applicable.

It is understood that the individual identified as the Designated Assessor in this AGREEMENT will, during the length of this agreement, maintain their assessor certification in good standing with the State Tax Commission and when required to serve as the Designated Assessor for an assessing district in Houghton County shall act as the Assessor of Record for that assessing district. When acting as the Assessor of Record for an assessing district, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's Supervising Preparation of the Assessment Roll approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's Supervising Preparation of the Rolls.

DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR

The Designated Assessor, while serving as the assessor of record for an assessing district within Houghton County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Within 30 days of being appointed as the Designated Assessor for the assessing district, the Designated Assessor shall prepare and transmit to the assessing district's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the State Tax Commission's audit.

The Parties agree that the Designated Assessor, while serving as the assessor of record for an assessing district within Houghton County, shall:

- 1. Attend all March, July and December Board of Review meetings.
- 2. Attend small claims tribunals in the local area. Entire Michigan Tax Tribunals will be attended by the township attorney.
- 3. The Designated Assessor shall prepare the required reports for review by the supervisor, manager, chief executive, board, or council.

Local unit assessing staff members will have no obligations to assist the Designated Assessor while the Designated Assessor is acting as an assessor of record for an assessing district.

While the Designated Assessor is not acting as an assessor of record for an assessing district the Designated Assessor will not have any responsibilities to the County or Assessing Districts.

DUTIES AND RESPONSIBILITIES OF HOUGHTON COUNTY AND ASSESSING DISTRICTS WITHIN HOUGHTON COUNTY

The Parties to this AGREEMENT understand and agree that the assessing districts identified in this AGREEMENT required to utilize the services of the Designated Assessor will, during and throughout the term of this AGREEMENT, to the following:

1. Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the assessor of record

- for the assessing district and satisfy all requirements Supervising Preparation of the Assessment Roll approved by the State Tax Commission August 21, 2018.
- 2. Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the assessing district's assessor of record.
- 3. Provide any technology, equipment, and workspace necessary for the Designated Assessor to carry out their requirements under this Agreement.

DESIGNATED ASSESSOR COMPENSATION

The Designated Assessor shall charge an assessing district that is required to contract with the Designated Assessor and that assessing district shall pay, for the reasonable costs incurred by the Designated Assessor in serving as the assessing district's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.

Payment terms and fee structure (i.e. payor, timeline for payment or payments, reimbursement terms, hourly rate, dollar/parcel amount / assessed value) are established by the assessment districts. All fees and expense reimbursements will be paid by the assessment districts to the Designated Assessor according to the attached Designated Annual Reimbursement.

Responsibility for payment to the Designated Assessor when the Designated Assessor is acting as assessor of record is solely with the assessing districts. All fees and expense reimbursements will be paid by the assessment districts to the Designated Assessor according to the attached Designated Annual Reimbursement.

The County agrees to pay the license renewal fees for TAG consulting (up to \$350.00 annually) as a retainer. In addition to paying for the continuing education credit fees for TAG consulting and lodging associated with continuing education.

In the event of the Designated Assessor being utilized, all fees and expense reimbursements will be paid by the Assessing Unit(s) according to the attached Designated Assessor Proposal. None will be paid by the County.

There is no provision for payment by the County or the assessment districts in the event of death or disability of the Designated Assessor.

SEE DESIGNATED ASSESSOR PROPOSAL

This interlocal agreement shall become effective upon the execution hereof by the parties hereto. COUNTY OF HOUGHTON

Thomas Tikkanen, Chairperson	Date
COUNTY BOARD OF COMMISSIONER	S
ADAMS TOWNSHIP	
Supervisor	Date
CHASSELL TOWNSHIP	
Supervisor	Date
DUNCAN TOWNSHIP	
Supervisor	Date
ELM RIVER TOWNSHIP	
Supervisor	Date
FRANKLIN TOWNSHIP	
Supervisor HANCOCK TOWNSHIP	Date
Supervisor LAIRD TOWNSHIP	Date
Supervisor OSCEOLA TOWNSHIP	Date
Supervisor	Date

PORTAGE TOWNSHIP

QUINCY TOWNSHIP	Supervisor	Date
SCHOOLCRAFT TOWN	Supervisor ISHIP	Date
STANTON TOWNSHIP	Supervisor	Date
TORCH LAKE TOWNSI	Supervisor HIP	Date
HANCOCK CITY	Supervisor	Date
HOUGHTON CITY	Manager	Date
	Manager	Date
DESIGNATED COUNTY	ASSESSOR	
Mildred Ann Gasperich, fo	or	
TAG Consulting		Date

Disclosure

CALUMET TOWNSHIP will not be signing the interlocal agreement. Tim Gasperich is their current assessor. This is a conflict of interest.

58807 Lakeshore Drive Calumet, Michigan 49913 906-281-2009 timanng@gmail.com

TAG Consulting

Timothy Paul Gasperich Mildred Ann Gasperich

Relevant Experience

R-9281

Timothy Paul Gasperich

MCAO 2012

2019 ~ Current Supervisor & Assessor of Record Charter Township of Calumet

Oversee all operations of the Township. As the Assessor of Record, supervise the preparation of the assessment roll, verifying all requirements of MCL 211.10d(9) are complete. Work in conjunction with the assessor to research, evaluate and determine oddities as they arise. Review all land division requests, verify correct classification for all parcels. Work with local industry to receive, review and process the Industrial Facilities Exemptions (IFE) to support keeping business in the Township. Successfully processed IFE's for Royale Inc., REL Inc., and Calumet Electronics Corporation.

2011 ~ 2019 Assessor of Calumet

Work in conjunction with the Assessor of Record to conduct field work, verification of effective age, class, and updating the photos and sketches as necessary. Understand the location and classes within the township to support equitable assessments of all parcels. Assist staff with Land Sales and ECF studies. Verify new construction, determine value using the current State Tax Commission approved assessor manual, and implementation. Respond to customer inquiries in a timely manner. Conduct annual personal property canvass, verify and enter personal property statements including all EMPP's. Prepare for signature in a timely fashion all required forms and documents to the County and the State.

2010 ~ 2019 Trustee Township of Calumet

1989 ~ 2018 Research Associate Michigan Technological University

R-9384

Mildred Ann Gasperich

MAAO 2021

2019 ~ Current Deputy Assessor Charter Township of Breitung

Work in conjunction with the Assessor to ensure accurate, uniform and equitable assessments for all parcels in all classes. Primary duties include Land Sales and ECF studies and analysis, determinations and implementation. Respond to customer inquiries for documents and answer questions providing a high level of customer service. Conduct field work for the 20% review, recent sales, building permits and personal property canvas. Provide staff support regarding training and education for consistent data entry. Assist staff with entering of property transfer data, processing PRE's and determining when an uncapping should occur. Prepare and participate in July, December and March Board of Review. Conduct split/combine applications of parcel(s) as approved by the assessor. Assists in analysis of Michigan Tax Tribunal cases. Attend Township Board meetings as requested.

2010 ~ 2021 Equalization Assistant Keweenaw County

Assist in maintaining the Countywide database. Provide excellent customer service regarding inquiries of parcels. Process property transfer records and send out Real Property Statements to new buyers. Review and process land division requests, for splits or combinations, including creating new legals if necessary. County liaison with the County wide GIS and Addressing.

2011 ~ 2021 Deputy Assessor Charter Township of Calumet

Work in conjunction with the Assessor. Conduct evaluations, appraisals and assessments on the parcels within the township. Review annually the land value guide and conduct the Land Value and ECF analysis. Assist in the personal property canvas. Proof submittals for the tax tribunals. Verify property class, process PRE's, enter many different methods of property transfers, follow up questionable transactions with property owner or deed preparer. Review and process land divisions per the township and state requirements. Follow up with surveyors as appropriate.

1989 ~ 2004 Dispatch Director/Emergency Management Coordinator Houghton County

Conflict of Interest

Annual Retainer

The County will financially support the required recertification fees of the assessors listed above, including fees and lodging associated with class room continuing education.

Failed Audit PA 660

In the case of a substantial or technological failure determination made by the State Tax Commission with a requirement of services of a designated assessor, to assist the assessor of record with implementation of a corrective action plan, mentoring, regularly scheduled on-site work sessions an hourly fee of \$50.00 will be billed by TAG Consulting to the Township.

Class or Complete Reappraisal Required

In the case of a determination for a classification or complete reappraisal or reevaluation the attached fee schedule will be billed by TAG Consulting to the Township.

See attachment A for further detail.

Misc Township Expenses

The Township is responsible for providing licensing for the BS&A Assessing software, Apex. GIS integration for both BS&A and Pivot Point as well as a laptop and tablet, to be retained by the Township. The Township is expected to pay for all costs associated with the proper distribution of the annual notice of change mailed in February. Township will provide all other necessary materials.

Fee Schedule

Annual Per parcel Fees:

Fee charged will be the general fee listed unless a parcel fits into a category listed under alternate fees.

General per parcel fees

Agricultural:	\$18.00
Commercial and Industrial:	\$18.00
Developmental:	\$18.00
Residential:	\$18.00
Timber Cutover:	\$ 6.00
Personal Property (All Classes):	\$ 6.00

Alternate per parcel fees:

Exempt (no value)	\$5.00
DNR PILT	\$5.00
Parcels with Abatement or Exemption Certificates	\$50.00
Reference Parcels	\$0.00

Services included in the above per parcel fees:

- 20% Annual Field work including, Apex sketches, inspection date entry, and attached photos
- Sales & Permit Entry
- Document processing including PRE affidavits & rescissions, PTAs, RPS, PP Statements, exemption applications
- Taxpayer assistance, from county office
- Preparation and filing of all standard STC forms and reports
- Attendance at BOR meetings, as necessary
- Attendance at township meetings, as requested
- Canvass for personal property
- MTT Small Claims case representation and preparation

Additional fees:

Tax Increment Financing Authority (DDA/Brownfield):	\$600.00 annually per authority
Misc. work by MAAO:	\$50.00 per hour
Misc. work by MCAO:	\$45.00 per hour
Mise, work by support:	\$40.00 per hour
Residential Improved Reappraisal:	\$60.00 additional per parcel
COM/IND/AG Improved Reappraisal:	\$75.00 additional per parcel
Vacant Reappraisal:	\$25.00 additional per parcel

Mileage: IRS standard business rate

Services charged based on the additional fees:

- Office hours at Township or City Hall
- STC reporting requirements, specific to DAs, if any
- Post-disaster reappraisals & reporting
- Travel (excluding travel for services listed as included in per parcel fees) will be paid at both the appropriate hourly and mileage rates

Items to be billed at cost:

- O Attorney, appraisal, and accommodation costs for full tribunal cases
- o Costs associated with online records requirements of assessing reform
- o Public notice fees
- Printing & postage fees, including but not limited to change notices, tax bills, assessment rolls, and personal property statements
- Software licensing (APEX, Pivot Point, BS&A)
- o Tech equipment costs (laptop, tablet etc.)

^{*}Parcel counts for determining fees will be based on the most recent L-4022 ad valorem and special acts reports for the Assessing District receiving services.

HOUGHTON COUNTY BOARD OF COMMISSIONERS

Schedule of Board Meetings 2024

The Regular Meetings of the Board of Commissioners for the County of Houghton will be held in the Conference Room on the fifth floor of the Houghton County Courthouse on the 2nd Tuesday following the 1st Monday of each month. All meetings will commence at 4:00 P.M.

January	Tuesday	9տ	July	Tuesday	9փ
February	Tuesday	13 th	August	Tuesday	13 th
March	Tuesday	12 th	September	Tuesday	$10^{\rm th}$
April	Tuesday	9փ	October	Tuesday	15 th
May	Tuesday	14 th	November	Tuesday	12^{th}
June	Tuesday	1 1 th	December	Tuesday	10^{th}

In the event of changes of dates for meetings, or any Special Meeting, the change or other meeting date will be posted, and if necessary advertised.

Jennifer Kelly Houghton County Clerk/Register of Deeds

TRAVEL REQUEST

Jennifer Kelly-County Clerk/Register of Deeds & Renee Cunningham-Chief Deputy County Clerk

For: Train the Trainer Certification & Quarterly meetings

Department: Clerk's Office

Travel Budget \$1500.00 Balance \$1500.00

Requested \$142.50-Renee (\$131 mileage & 11.50 lunch)

&

\$288.50-Jennifer (\$131 mileage, \$11.50 lunch, \$23 dinner, Room-\$100, \$11.50 breakfast & 11.50 lunch)

Total requested=\$431.00

COUNTY OF HOUGHTON Conference or Other Travel Request

Reason for Travel: CER & Dates of Travel: 1/15-1	1 2023	
Check any of the following as a	applicable for this travel request:	
Required Training	Conference Attendance:	Association Meeting:
Needed for License	Annual	Annual
Needed for Certification	Bi-Annual	Bi-Annual
State or Other Mandate	Other	Other
Seminar		Training Not Required
This request is included in the I	Department Budget: X	Yes No
Estimated costs to be requested	for payment from Houghton Cou	inty
[00].60		
Portion of costs to be paid other		
Submitted by: 23	Title Title	Aministrato Date_

Approved Commissioners at their meeting	Disapproved by the Hog g held on	ughton County Board of
Signed:	Title:	

COUNTY OF HOUGHTON Conference or Other Travel Request

Reason for Travel:	7	<u>. Michidan</u>	<u> (OO)</u>	terence	
Dates of Travel: 1130	103	<u> 19/1/99</u>			
St	GDY	nen Zapol	nik		
Check any of the following	g as ap	plicable for this travel re	quest:		
Required Training		Conference Attendance): 	Association Meeting:	
Needed for License	X	Annual	X	Annual	
Needed for Certification		Bi-Annual		Bi-Annual	
State or Other Mandate		Other		Other	
Seminar				Training Not Required	
This request is included in Estimated costs to be reque \$\frac{1}{2} \frac{1}{2} 1	ested f		on Cou		
Portion of costs to be paid Submitted by:				Date_11/13/3	3

Signed:		Title:		Date:	

COUNTY OF HOUGHTON Conference or Other Travel Request

Reason for Travel: The Dates of Travel: 110915	EA MICHURE	in Conference
• "	• -	-
Check any of the following a	Kangas as applicable for this travel re	equest:
Required Training	Conference Attendanc	e: Association Meeting:
Needed for License	Annual	X Annual
Needed for Certification	Bi-Annual	Bi-Annual
State or Other Mandate	Other	Other
Seminar		Training Not Required
This request is included in th Estimated costs to be request		iton County
Portion of costs to be paid of	her than by Houghton Coun	_
		ton County Board of Commissioners at
Signed:	Title:	Date:

HOUGHTON COUNTY CHECK REQUEST

11/15/2023

NorthCare Network ATTN: Judi Brugman, Supervisor 1230 Wilson Street Marquette, MI 49855

RE: Liquor Tax Payment

FUND/ACCT: 101-600-959.002

AMOUNT \$18,034.72

TOTAL

\$18,034.72

SIGNATURE:

COMMENTS: 50% July thru September Payment 2023 liquor tax revenue. Vendor#108878

Notice: This is not an official check or EFT notification. It may not be used as a substitute for the original document received.

STATE OF MICHIGAN REMITTANCE ADVICE

Check/EFT No: 0263852134 Check/EFT Date: 10/30/2023

Vendor Code: CV0048006

Vendor Name: COUNTY OF HOUGHTON

Alias/DBA:

Assignce Name:

Assignee Alias/DBA:

Check/EFT Amount: 36069.44

Document ID #:

EFT

271

240000077748

Amount includes freight and/or is net of discount

DEPARTMENT NAME INVOICE DATE VENDOR INV # INVOICE AMOUNT LINE AMOUNT CHECK/EFT DESCRIPTION

R23102000031

36,069.44

36,069.44

Treasury

October 2023 ConventionFacility Development TaxPayments (Jul-Sep 23 Revenue)Local Unit Code: 31-0000Reminder: MCL 211.24crequires distributions tosubstance abuse preventionand treatment programs withinthe county. Questions: 517-335-7484

WESTERN UPPER PENINSULA PLANNING & DEVELOPMENT REGION October 31, 2023

INVOICE - VIA: EMAIL

Bill To	
Contact	Ben Larson
Company	Houghton County
Address	401 E. Houghton Ave., Houghton, MI 49931
Phone	(906) 482-8307
WUPPDR Contac	t MaryEllen Hyttinen
Payment Terms	Net 30

Qty.	Description	Unit Price	Line Total
1	WUPPDR Member Contribution, Houghton County (WUPPDR FY 2023-24; 1st Qtr., Oct, 2023 – Dec. 2023)	\$2,974.25	\$2,974.25
		,	
			\$2,974.25

Thank you for your business! Please send payment to:

