

Houghton County 9-1-1 & Addressing

Jon Giachino
Houghton County 9-1-1
Undersheriff / 911
Coordinator
403 E. Houghton Ave.
Houghton, MI 49931
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July 28th 2023

HOUGHTON COUNTY 911 ADVISORY BOARD MEETING
AUGUST 10th 1000hrs @ MERCY AMBULANCE

TENTATIVE AGENDA

1. Review (attached to email) and vote on approving Negaunee Contract to be brought before the HCBC.
2. Further discussion on **potentially** seeking to raise 911 surcharges.
3. **Open discussion**
4. **Motion for adjournment**

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Jon Giachino
Houghton County Sheriff's Office
Undersheriff / 911 Coordinator

**MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF HOUGHTON, MICHIGAN
AND
THE MICHIGAN DEPARTMENT OF STATE POLICE**

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between the County of Houghton, Michigan (County) and the Michigan Department of State Police (MSP). The County and the MSP are collectively referred to as the "Parties."

II. PURPOSE

The purpose of this agreement is to establish and define the rights and obligations of the Parties regarding the designation of the Negaunee Regional Communication Center (NRCC) as the Primary Public Safety Answering Point (PSAP) for the Houghton County E9-1-1 Service District (District).

III. AGREEMENT

The MSP will:

1. Operate the Negaunee RCC as the Primary PSAP for the County in accordance with the provisions of the Emergency 9-1-1- Service Enabling Act, MCL 484.1101 through MCL 484.1717.
2. Provide dispatching services for the State Police, Sheriff Department, and other public safety agencies within the District that utilize the NRCC upon the effective date of this agreement. Any additional public safety agencies within the County that wish to be added at a later date will be considered, depending on the dispatch method available to those agencies and the compatibility of those dispatch methods to the NRCC operation.
3. Accept calls initiated by any device capable of accessing, connecting with, or interfacing with a 9-1-1 system exclusively through the numerals 9-1-1, by dialing, initializing, or otherwise activating the 9-1-1 system through the numerals 9-1-1 by means of a local telephone device, cellular telephone device, wireless communications device, or interconnected voice over the internet device.
4. Have at least one device available for receiving calls for service from hearing or speech impaired persons.
5. Maintain the Master Street Address Guide and provide digital maps which shall, at a minimum, include street names, the range of address numbers on each street, the names of each community in the service district, and the emergency service zone of each service user. Updated maps shall be provided at least annually and in a format compatible with the equipment in use by the MSP.
6. Staff the NRCC with MSP personnel at levels determined by the MSP to be appropriate.

7. Staff the NRCC 24 hours per day, 365 days a year. In the event circumstances require evacuation of the NRCC, PSAP and dispatch duties shall be transferred to the backup PSAP as pre-designated by the County.
8. Invoice the County on a bi-annual basis for its portion of operational costs to be paid by the County on or before February 1st and August 1st of each year, as detailed in Attachment A: Schedule of Dispatch Fees. Invoices must be sent to the County at least 30-days prior to the scheduled due dates.

The County will:

9. Except as otherwise provided in this Agreement, provide the MSP funding for those costs attributable to the operation of NRCC as their Primary PSAP.
10. Set aside a minimum of \$5,000 per year in a separate NRCC Equipment Account (Equipment Account) that shall be used exclusively for equipment and operational needs pertaining to 9-1-1 dispatching at the NRCC. Requests for access to funds from the Equipment Account shall be made to the NRCC Board of Directors and shall only be granted upon approval of the Board, or by the Board Chairperson in the event of an emergency.
11. Within 30-days of receipt from the MSP, pay any invoice for the County's portion of operational costs as detailed in Section III.8 and Attachment A.

The Parties mutually agree:

12. That in the event of a significant change to those costs attributable to the operation of NRCC as the County's Primary PSAP, the Parties may mutually agree in writing to adjustments to the Schedule of Dispatch Fees.
13. The Equipment Account is in addition to the operational costs paid to the MSP and shall not be credited toward that obligation.
14. Any monies in the Equipment Account that are unused in a fiscal year shall roll over into the next year and be cumulative with that year's monies. The Equipment Account is in addition to the operational costs paid to the MSP and shall not be credited toward that obligation.
15. Requests for access to funds from the Equipment Account shall be made to the NRCC Board of Directors and shall only be granted upon approval of the Board, or by the Board Chairperson in the event of an emergency.
16. That 9-1-1 dispatching involves the use of specialized technical equipment and that Federal Communications Commission Regulations and Federal and Michigan law are constantly changing to take into account emerging technologies. If additional specialized equipment is needed at NRCC to provide 9-1-1 dispatch capabilities and the Equipment Account does not contain adequate funds, the MSP may request additional monies. These requests shall be made through the NRCC Board of Directors to the County. The County has full discretion to act upon this request.
17. MSP is the owner of record for all equipment and software purchased under this Agreement. In the event the MSP relocates its operations for any reason, the MSP shall retain ownership. Equipment purchased entirely by the County shall remain with the County. Equipment purchased entirely by partner counties of the NRCC Board shall remain with the NRCC Board.

IV. POINT OF CONTACT

The points of contact for the administration of this Agreement are indicated below. All notices or other written communications shall be addressed as indicated below or as specified by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other written communications required by or related to this Agreement shall be in writing and shall be delivered in one of the following manners:

1. In person;
2. By certified registered mail, return receipt requested, with all postage or charges prepaid; or
3. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below.

For the MSP:
Capt. Troy Allen
Intelligence Operations Division
7150 Harris Drive
Dimondale, Michigan 48821
AllenT@michigan.gov
Office: 989-818-2034
Fax: 517-241-6815

For the County:
(Name)
(title)
(address)
(email)
Office: ____ - ____ - ____
Fax: ____ - ____ - ____

V. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

VI. TERM AND TERMINATION

This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, and remain in from **October 1, 2023** through **September 30, 2026**, unless terminated early as hereinafter set forth. Either party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of termination to the non-terminating party. If termination of this agreement requires physical relocation of PSAP operations, the date of termination may be extended by one hundred and twenty (120) days, and such extension shall not be unreasonably denied by either party.

VII. CERTIFICATION

The individual signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the party for whom he or she is signing and by doing so does hereby bind the party to the terms of this Agreement.

VIII. SIGNATORIES

The Parties, by and through their duly authorized representatives, sign their names as evidence of their approval of this Agreement.

County Representatives' Signatures	
Signature	Date
Print or Type Name	
Title Chairperson, Board of Commissioners	
Signature	Date
Print or Type Name	
Title Chairperson, 9-1-1 Board	
MSP Representatives' Signatures	
Signature	Date
Print or Type Name Capt. Troy Allen	
Title Commander, Intelligence Operations Division	
Signature	Date

Attachment A: Schedule of Dispatch Fees

2024-2026			
	2024	2025	2026
Annual Cost (4 FTEs)	\$ 448,250	\$ 457,215	\$ 466,360
17% Baseline	\$ 74,708	\$ 76,203	\$ 77,727
County Allocation (6)	\$ 12,451	\$ 12,700	\$ 12,954
Proportional Cost	\$ 373,542	\$ 381,013	\$ 388,633

	CAD		2024	2025	2026
	Incidents*	% of Calls			
Baraga	8997	13%	\$ 59,040	\$ 60,221	\$ 61,425
Houghton	26697	39%	\$ 175,191	\$ 178,695	\$ 182,269
Keweenaw	1934	3%	\$ 12,691	\$ 12,945	\$ 13,204
Ontonagon	5965	9%	\$ 39,143	\$ 39,926	\$ 40,725
Schoolcraft	7696	11%	\$ 50,503	\$ 51,513	\$ 52,543
Gogebic	17019	25%	\$ 111,682	\$ 113,916	\$ 116,194
	68308	100%	\$ 389,210	\$ 396,994	\$ 404,934

AMENDED AGREEMENT FOR SALE OF ADDITIONAL LAND

This Agreement is entered into this _____ day of _____, 2023, between **COUNTY OF HOUGHTON**, a municipal corporate body organized and existing pursuant to Article VII, Section 1, of the Michigan Constitution of 1963, as successor in interest to the dissolved Houghton County Airport Authority, whose address is Houghton County Courthouse, 401 East Houghton Avenue, Houghton, Michigan 49931, (Grantor); and **COPPER ISLAND ACADEMY REAL ESTATE, LLC**, a Michigan limited liability company, whose address is P.O. Box 414, Houghton, Michigan 49931 (Grantee).

WHEREAS, the Grantor previously sold and Grantee purchased Lots Nineteen (19), Twenty (20), and the North forty (40) feet of Lot Twenty-one (21) of the Houghton County Airpark and other adjoining lands located in Franklin Township, Houghton County, Michigan;

WHEREAS, Grantee has realized the need to purchase additional land for the purpose of expanding its school facility and grounds;

WHEREAS, Grantor and Grantee have reached a resolution of a disagreement with Franklin Township regarding Franklin Township's interpretation of certain terms of the Land Division Act, MCL 560.101, et seq., in which the parties have agreed to described

those portions of Lot 21 of the Houghton County Airpark being conveyed to Grantee with a single legal description in a single, rather than separate, deeds in order to appease Franklin Township;

THEREFORE, Grantor and Grantee agree as follows:

1. Grantee shall reconvey the North 40 feet of Lot 21 of the Houghton County Airpark to Grantee by Quit-Claim Deed for No Actual Consideration, effectively reversing the conveyance dated June 21, 2021, and recorded at Houghton County Register of Deeds, Document No. 2021R-06011.
2. Grantor agrees to sell, Grantee agrees to purchase, and Grantor shall execute a new Warranty Deed conveying that portion of Lot 21 of the Houghton County Airpark located in the Township of Franklin, County of Houghton and State of Michigan, more particularly described as:

The North 40.00 feet of the East 165.66 feet of Lot 21, and the North 225.00 feet of the West 330.00 feet of Lot 21 of the Houghton County Airpark, Franklin Township, Houghton County, Michigan, according to the recorded Plat thereof, said Plat being recording in Plat Cabinet 1, Folio No. 88-93, Houghton County records, and as depicted as "Parcel A" in Exhibit A attached hereto.

Subject to any and all restrictions, reservations, easements, rights-of-way, and covenants appearing in the record chain of title, including any and all restrictions or covenants adopted August 31, 1973, by the Houghton County Airport Authority, and recorded September 12, 1973, in Liber 23 of Misc. Records, at Page 157, Houghton County Register of Deeds Records, and as subsequently amended.

This parcel shall not be considered a "stand-alone" parcel, and shall not be conveyed separately or apart from Lot 20 of the Houghton County Airpark, which Grantee has previously acquired in a Deed recorded at Houghton County Register of Deeds, Document No. 2021R-_____.

3. The consideration recited on the Warranty Deed and paid by Grantee to Grantor shall be Five Thousand and 00/100 Dollars (\$5,000.00).

4. Title insurance for that portion of Lot 21 conveyed to Grantee shall be procured through Keweenaw Title Agency located at 400 E. Houghton Avenue, Suite B, Houghton, Michigan 49931, which is the same title agency that issued title insurance on the adjoining property purchased by Grantee. Keweenaw Title Agency shall conduct the closing of this transaction.
5. Grantee shall pay or reimburse Grantor for all costs incurred in this transaction, including but not limited to cost of title insurance; preparation of this Purchase Agreement, Warranty Deed, and Board of Commissioners Resolution; document recording fees; cost of survey to establish new boundary; customary reasonable closing fees charged by the title company closing the transaction; and legal fees incurred by Grantor in meeting land division demands of Franklin Township, with respect to this transfer between two adjacent parcels.
6. Possession shall transfer immediately upon closing.
7. Grantee acknowledges that a municipal water tank is located and operated upon the remaining portion of Lot 21. Grantee warrants that it will not introduce any hazardous substances upon the property described in Paragraph 1, and that it will undertake no activity that would interfere with operation of the municipal water tank and system.
8. This Agreement contains all 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.

9. This Agreement shall be construed and enforced according to Michigan law. Any action to enforce this Agreement shall be brought in Houghton County, Michigan.
10. The terms of this Agreement extend to and bind the heirs, administrators, successors and assigns of the parties hereto.

Executed by the Grantor on the _____ day of _____, 2023:

COUNTY OF HOUGHTON

By: TOM TIKKANEN
Its: Board of Commissioners Chair

Executed by the Grantee on the _____ day of _____, 2023:

COPPER ISLAND ACADEMY REAL ESTATE, LLC

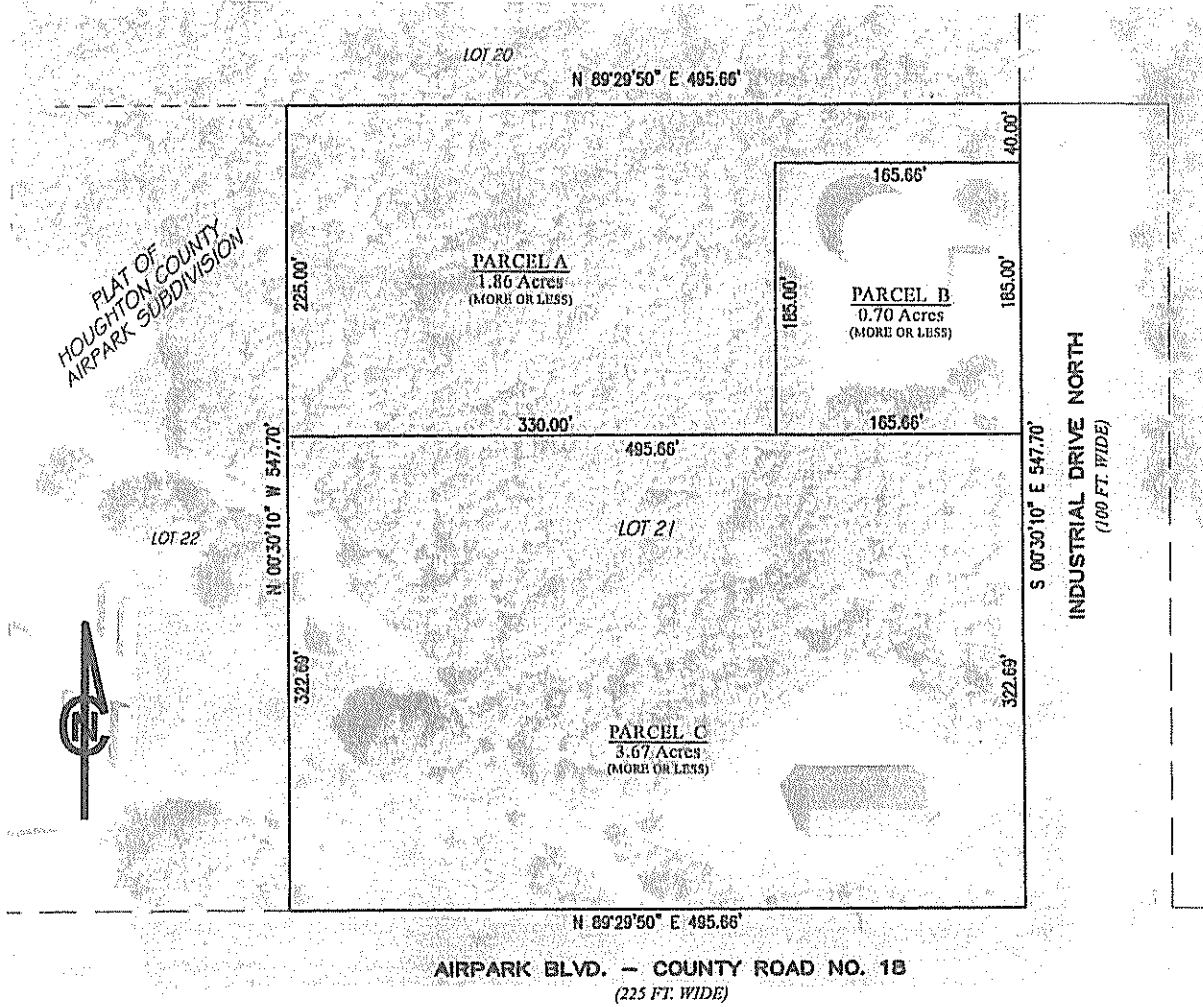
By: _____
Its: _____

SKETCH & DESCRIPTION

Exhibit A

**BEARINGS ARE BASED ON HOUGHTON COUNTY AIRPARK SUBDIVISION*

NOTE: NOT SURVEYED



PARENT PARCEL (Not Surveyed)

Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 6.23 Acres more or less.

PARCELA (Not Surveyed)

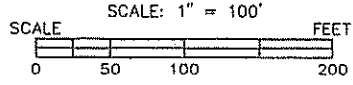
The North 40.00 feet of the East 165.66 feet of Lot 21 and the North 225.00 feet of the West 330.00 feet of Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 1.86 Acres more or less.

PARCEL B (Not Surveyed)

The South 185.00 feet of the North 225.00 feet of the East 165.66 feet of Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 0.70 Acres more or less.

PARCEL C (Not Surveyed)

The South 322.69 feet of Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 3.67 Acres more or less.



PROJECT #: 21-084 DATE: OCTOBER 18, 2021 REVISION: MAY 14, 2023 SHEET 1 of 1	CLIENT: MOYLE LOT 21, HOUGHTON COUNTY AIRPARK SUBDIVISION, FRANKLIN TOWNSHIP, HOUGHTON COUNTY, MICHIGAN	CHN SURVEYING 19582 McKinley St. Hancock, MI 49930 (906) 281-3468 CHNSURVEYING@GMAIL.COM
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REVISED SALE OF PORTION OF AIRPARK PLAT LOT 21
RESOLUTION #23-15

WHEREAS, the Houghton County Board of Commissioners, as successor in interest to the former Houghton County Airport Authority, which was dissolved on July 24, 1989, is authorized to exercise all rights of interest and statutory authority granted to the dissolved Houghton County Airport Authority.

WHEREAS, the Houghton County Memorial Airport Committee, created on July 26, 1989, under the authority of the Houghton County Board of Commissioners, pursuant to Act 73 of the Public Acts of 1970 and Act 327 of the Public Acts of 1945, and pursuant to the authority vested in the County of Houghton by the Aeronautics Code of the State of Michigan, has the authority to adopt rules and regulations for the management, government and the use of said Airport property.

WHEREAS, the Houghton County Board of Commissioners previously authorized and approved the sale of two portions of Lot 21 of the Houghton County Airpark Plat to Copper Island Academy Real Estate, LLC, in two separate transactions.

WHEREAS, the Franklin Township Assessor refused to recognize the transactions unless combined into a single legal description.

WHEREAS, in furtherance of this transaction, Copper Island Academy Real Estate, LLC, has reconveyed the North Forty (40) feet of Lot 21 to the County of Houghton in a Deed dated July 31, 2023, recorded at Houghton County Register of Deeds, Document No. 2023R-03041.

NOW THEREFORE, BE IT RESOLVED, Thomas P. Tikkanen, Houghton County Board of Commissioners Chairman, is authorized to sign all closing documents for the sale of those portions of Lot 21 of Houghton County Airpark Plat to Copper Island Academy Real Estate, LLC, a Michigan limited liability company, as hereinafter described.

BE IT FURTHER RESOLVED, at its regular meeting held on August 15, 2023, the Houghton County Board of Commissioners hereby approves and reauthorizes the sale of the previously-approved portions of Lot 21 of the Houghton County Airpark Plat to Copper Island Academy Real Estate, LLC, in a single transaction with one combined legal description upon those terms and conditions set forth in the Amended Purchase Agreement presented to this Board, for the additional purchase price of Five Thousand and 00/100 Dollars (\$5,000.00), and pursuant to the Airport Industrial Park Covenants Section 5, Resale Rights, contained within the Houghton County Airpark Plat, September 12, 1973, in Liber 23 of Miscellaneous Records, Page 157, Houghton County Register of Deeds records.

BE IT FURTHER RESOLVED, that the combined portions of Lot 21 of the Houghton County Airpark Plat being sold to Copper Island Academy Real Estate, LLC, consists of and shall hereafter be described as:

The North 40.00 feet of the East 165.66 feet of Lot 21, and the North 225.00 feet of the West 330.00 feet of Lot 21 of the Houghton County Airpark, Franklin Township, Houghton County, Michigan, according to the recorded Plat thereof, said Plat being recording in Plat Cabinet 1, Folio No. 88-93, Houghton County records, and as depicted as "Parcel A" in Exhibit A attached hereto.

Subject to any and all restrictions, reservations, easements, rights-of-way, and covenants appearing in the record chain of title, including any and all restrictions or covenants adopted August 31, 1973, by the Houghton County Airport Authority, and recorded September 12, 1973, in Liber 23 of Misc. Records, at Page 157, Houghton County Register of Deeds Records, and as subsequently amended.

This parcel shall not be considered a "stand-alone" parcel, and shall not be conveyed separately or apart from Lot 20 of the Houghton County Airpark, which Grantee has previously acquired in a Deed recorded at Houghton County Register of Deeds, Document No. 2021R-_____.

Motion Moved By:

Motion Supported By:

Roll Call Vote: Yes: _____

No: _____

Motion Carried.

RESOLUTION DECLARED ADOPTED.

THOMAS P. TIKKANEN, CHAIRMAN
Houghton County Board of Commissioners

Date

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County of Houghton, Michigan, at a regular meeting of its Board of Commissioners on the 15th day of August, 2023, the original of which is on file in my office. I further certify that the meeting was held and the minutes therefor were filed in compliance with Act No. 267 of the Public acts of 1976.

IN WITNESS WHEREOF, I have hereinto affixed my official signature this _____
day of August, 2023.

JENNIFER KELLY, COUNTY CLERK
County of Houghton

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between Houghton County (“Client”) and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor L.L.C., and Smith & Johnson Attorneys, P.C. (collectively referred to as “Attorneys”).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates _____ as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC, assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and

consents to the participation of the firms in their representation.

7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty-five percent (25%) of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of

the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated as described above. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty-five percent (25%) of the gross recovery as defined in this Agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to

reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. will receive forty percent (40%), Cossich, Sumich, Parsiola & Taylor LLC will receive forty percent (40%), and Smith & Johnson Attorneys, P.C. will receive twenty percent (20%).

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our

representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that

exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts,

exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

Smith & Johnson Attorneys, P.C.
P.O. Box 705
Traverse City, Michigan 49685

21. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. **MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify this Agreement by executing a new written agreement.

25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.

26. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the Michigan Rules of Professional Conduct.

Agreed to by:

Date: _____

CLIENT: HOUGHTON COUNTY, MICHIGAN

Printed name and title ("Client")

Signature

ATTORNEYS

Scott Summy, Baron & Budd, P.C.

Phil Cossich, Cossich, Sumich, Parsiola & Taylor LLC

Timothy P. Smith, Smith & Johnson Attorneys, P.C.



Ben Larson <administrator@houghtoncounty.net>

MSUE budget request for 2024 and meeting on 7/28

1 message

Putnam, Paul <putnampa@msu.edu>
To: Ben Larson <administrator@houghtoncounty.net>

Mon, Jul 17, 2023 at 7:44 AM

Good morning Ben:

I trust you are well.

Thanks for the casual conversations and being able to meet not too long ago.

I was planning on scheduling a time to meet to talk about the budget request but am on vacation now.

I will be back at the end of the month, and closing Deborah out on 7/28.....perhaps we can meet on that day.

I will also be meeting with Mary at the city when I get back to get the other issues straightened out.

We are requesting \$45,500 for FY 2024 for the MSUE MoA.

Also, if it is possible I would like to be included on the agenda for August to provide a brief MSUE update to the county board.

As always, thanks for your assistance and stay safe.

Paul

Paul Putnam – District Director

District 1

Serving Delta, Menominee, Dickinson, Iron, Gogebic, Ontonagon, Baraga, Houghton, and Keweenaw Counties

Paul Putnam

District 1 Director

Michigan State University Extension

S. 904 Highway 41

Stephenson, MI 49887

**Western U.P. Planning & Development
Region Commission**

Please Join Us at Our
54th Annual Meeting

Monday, September 18, 2022

**Konteka Black Bear Resort
400 Main St., White Pine, MI**

Social Hour:	5:00 PM (<u>ET</u>)
Business Meeting (during social hour):	5:00 PM (<u>ET</u>)
Dinner & Program:	6:00 PM (<u>ET</u>)

Program

Welcome and Introduction of Guests
Introduction of WUPPDR Officers
Introduction of WUPPDR Staff
2023 Oreste Chiantello Award Presentation
WUPPDR Annual Report

Guest Speakers

*Denis Miville-Deschenes, President & CEO
& Charline Miville-Deschenes, Project Manager
Highland Copper Company, Inc.*

----- Cost of attendance is \$25.00 per person -----

Mail with payment to: WUPPDR, 400 Quincy St., 8th Floor, Hancock, MI 49930

**Please note who will be in attendance
WUPPDR Commissioners receive complimentary dinner**

Name _____ Name _____

Please RSVP by September 8, 2023

**HCC Public Risk
MICHIGAN Fairs & Festivals**

MARCH 5, 2022

Houghton County Fair Association
1500 Birch Street
Houghton, MI 49930

Re: Fair Insurance Renewal Proposal

Dear Board Members,

Attached is our review of your package insurance renewal. Please review this for any omissions or corrections.

**Fair Insurance Renewal for the period of 04/01/2022 to 04/01/2023.....\$11,095.00
Premiums are up due to your gate receipts during Covid19 going from \$420 to \$92,090
& attendance during Covid19 84 to 4,650 for your 2021 event.
(Last premium with full operations was \$8,898.00.)**

**Motocross Event – Separate Policy – 2021 Premium was \$1,406.25 - Ballpark for 2022
Fair from \$1,406.25 to \$1,550.00.**

Please sign the attached Application Declaration page and send to our office.

**If you have any questions or would like us to attend your meeting, call our office at
296-0069.**

Thank you for your business.

Sincerely



**Mark K Hannula
U.P. Risk Manager
Hannula Agency Inc.**

HCC Public Risk MICHIGAN Fairs & Festivals

Quote for: HOUGHTON COUNTY FAIR
 Policy #: HAMIF-231052RW
 Company: U.S. Specialty Insurance Company
 Policy Term: 04/01/2021 - 04/01/2022
 Payment Plan: Annual
 Fair Week: 08/24/2022 - 08/30/2022

General Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$2,000,000 Aggregate
 Subject to \$0 Deductible

Medical Payments	\$10,000
Legal Liability Coverage – Real Property	\$500,000
Contingent Ride Liability - Included	
Hired & Non-Owned Liability	
Participant Legal Liability Coverage	\$300,000 sublimit
Care, Custody and Control (Storage)	\$250,000

Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage (Additional Premium will apply)

Wrongful Acts Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate
 Subject to \$1,000 Deductible including loss and loss adjustment expense

Property

Total Building and Contents Limit	\$1,027,894
	N/A
Blanket Basis	Included
Agreed Amount	Included
Building Valuation—per schedule on file with company	Replacement Cost,
All Risk - Special Form	Included
Accounts Receivable	No Coverage
Business Income	\$25,000 any one occurrence
Extra Expense	\$150,000 any one occurrence
Newly Acquired or Constructed Property-Building	\$500,000
Property in Transit	\$15,000 any one occurrence
Quarantine Expenses	\$5,000 Limit of Liability
Transit – Hauling Animals	\$3,000 per animal / \$6,000 policy aggregate
Valuable Papers & Records	\$5,000 any one occurrence
Law and Ordinance Coverage Form A	No Coverage
Law and Ordinance Coverage Form B	No Coverage
Law and Ordinance Coverage Form C	No Coverage
Fair Officials Vehicle Endorsement	
Subject to \$500 Deductible	

HCC Public Risk MICHIGAN Fairs & Festivals

Boiler & Machinery

Total Limit	\$1,027,894
Subject to	\$1,000 Deductible

Inland Marine

Subject to \$500 Deductible
 Scheduled Contractors Equipment – Per Schedule on file with company \$0
 Valuation:
 Misc. Property & Equipment \$150,000
 Valuation: Replacement Cost
 Total Limit: \$150,000
 Misc. Property & Equipment covers all your small items, like gates & fencing, tools, Equipment, picnic tables, portable stalls, etc. - Items under \$5,000 in value. Items over \$5000 In value, must be scheduled.

EDP – Misc. Computer Equipment

Total Limit	\$2,500
Subject to \$500 Deductible	
ACV Valuation	
System Breakdown Coverage	Included
Loss of Business Income	No Coverage
Extra Expense	\$10,000
Media Coverage	\$10,000

Crime

Year Round Coverage	\$1,000
Forgery or Alteration	\$1,000
Computer Fraud	\$1,000
Fair Week Coverage	\$15,000
 Public Employees Blanket Bond	 \$50,000
Includes Faithful Performance	

Total Annual Premium:	\$11,095.00
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HCC Public Risk MICHIGAN Fairs & Festivals

****Note; Motocross Events are Excluded – Separate Policy**

****Note: Some Other Events are Covered by Vendors Insurance**

Limited Terrorism coverage and pricing subject to the Terrorism Risk Insurance Act as reauthorized in 2019.

TRIA DOES NOT APPLY TO CRIME OR WRONGFUL ACTS LIABILITY

You declined terrorism coverage for the expiring policy period. We have, therefore, not included a quotation for terrorism coverage for the renewal period and your signed declination of terrorism insurance will remain in effect as long as you are insured by this company and until you rescind the declination in writing. If you would like the above quotation to include insurance for terrorism, or if you would like to know more about terrorism coverage options available to you, please advise your agent.

Optional Quotes and Premium:

**NOTE: The following forms need to be signed and returned prior to binding coverage:
~ Application**

Special Conditions: Subject to a No known Loss letter to get a 4/1/2021 Effective Date.

ENTIRE QUOTE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

VENDORS COVERAGE

Vendors must provide the Fair with a certificate of insurance showing that they have coverage for their own operations, events or booths. They must also name the Fair as an additional insured. If they do not have insurance and they qualify as one of the following we can add vendors to our policy for the following limits and premiums.

1. Non Food Vendors (Churches, Politicians, Arts & Crafts, etc.): \$50,000 premium per vendor for a \$25,000 sub-limit. No motorized events.
2. Food Vendors: \$100.00 premium per vendor for a \$50,000 sub-limit.

To add to our policy we must have their name, address, phone number, type of booth, reported to our Agency before the first day of the Fair.



Applicant Name: HOUGHTON COUNTY FAIR - HOUGHTON COUNTY
 Policy Effective Date: 04/01/2021
 Application Number: T000190113615

Tokio Marine HCC Public Risk APPLICATION DECLARATION

After complete investigation and inquiry, to the best of applicant's knowledge and belief, no principals, partners, directors, officers, employees, or insurance managers have knowledge of any act, error, omission, fact, incident, situation, unresolved job dispute, accident, or any other circumstance that is or could be the basis for a claim under this proposed insurance policy.

Report knowledge of all such incidents to your current carrier prior to your current policy expiration. The proposed insurance being applied for will not respond to incidents about which you had knowledge prior to the effective date of the policy nor will coverage apply to any claim or circumstance identified or that should have been identified in this application.

The applicant has read the foregoing and understands that completion of this Application does not bind the Underwriter or other party to provide coverage. It is agreed, however, that this Application is complete and correct to the best of applicant's knowledge and belief and that all particulars which may have a bearing upon acceptability as an insurance risk have been revealed. It is understood that this Application shall form the basis of the contract should the Underwriter approve coverage and should the applicant be satisfied with the Underwriter's quotation.

It is further agreed that, if in the time between submission of this Application and the requested date for coverage to be effective, the applicant becomes aware of any information which would change the answers furnished in response to any question of this Application, such information shall be revealed immediately in writing to the Underwriter.

Signature of authorized official: _____ Date _____

Print name of authorized official: _____

Title of authorized official: _____

Client Name: HOUGHTON COUNTY FAIR
 Application #: T000190113615
 Michigan Fair / Festivals

3/5/2022 4:48:57 PM



Property Schedule Information

Loc.# Bldg #	FacLoc # Within 100ft	Address City, State, Zip, County	Year Built SQ Feet	Building Contents	Mine Subsidence	Valuation Prop Boiler	POK BF Code	BC Sprinkler	Spec Ded
* 1 1	N/A No	1500 BIRCH ST. HANCOCK BLDG. A	2000 10,080	\$450,000 \$5,000	\$0	R R	11 618	1 No	N/A
* 1 2	N/A No	MAINTENANCE BLDG. B	2000 1,560	\$30,000 \$12,000	\$0	R R	11 400	1 No	N/A
* 2 1	N/A No	HENDERSON ST. HANCOCK HORSE STABLE C	2000 3,200	\$255,000 \$2,000	\$0	R R	11 616	1 No	N/A
* 2 2	N/A No	LIVESTOCK BLDG. D	2000 4,050	\$210,000 \$1,000	\$0	R R	11 616	1 No	N/A
* 2 3	N/A No	LIVE STOCK PAVILION E	2000 2,700	\$25,000 \$0	\$0	R R	11 616	1 No	N/A
* 2 4	N/A No	SMALL ANIMAL BARN F	2000 1,200	\$25,000 \$0	\$0	R R	11 616	1 No	N/A

Client Name: HOUGHTON COUNTY FAIR
 Application #: T000190113613
 Michigan Fair / Festivals
 Page 12 of 23

2/14/2022 4:41:45 PM



Additional Insured Information

Name:
Address
City, State, Zip

Type:
Interest:

CITY OF HANCOCK
399 QUINCY STREET
HANCOCK, MI 49930

11 - All Managers or Lessors of Premises
OWNER OF EVENT GROUNDS

HOUGHTON COUNTY
401 E HOUGHTON AVE
HOUGHTON, MI 49931

11 - All Managers or Lessors of Premises
OWNER OF FAIR GROUNDS

SUPERIOR NATIONAL BANK
235 QUINCY STREET
HANCOCK, MI 49930

1 - Mortgagee
\$75,000 LOAN FOR NEW CONCRETE FLOOR AT FAIR
BUILDING.



Applicant Name: HOUGHTON COUNTY FAIR - HOUGHTON COUNTY
 Policy Effective Date: 04/01/2021
 Application Number: T000190113615

Tokio Marine HCC Public Risk APPLICATION DECLARATION

After complete investigation and inquiry, to the best of applicant's knowledge and belief, no principals, partners, directors, officers, employees, or insurance managers have knowledge of any act, error, omission, fact, incident, situation, unresolved job dispute, accident, or any other circumstance that is or could be the basis for a claim under this proposed insurance policy.

Report knowledge of all such incidents to your current carrier prior to your current policy expiration. The proposed insurance being applied for will not respond to incidents about which you had knowledge prior to the effective date of the policy nor will coverage apply to any claim or circumstance identified or that should have been identified in this application.

The applicant has read the foregoing and understands that completion of this Application does not bind the Underwriter or other party to provide coverage. It is agreed, however, that this Application is complete and correct to the best of applicant's knowledge and belief and that all particulars which may have a bearing upon acceptability as an insurance risk have been revealed. It is understood that this Application shall form the basis of the contract should the Underwriter approve coverage and should the applicant be satisfied with the Underwriter's quotation.

It is further agreed that, if in the time between submission of this Application and the requested date for coverage to be effective, the applicant becomes aware of any information which would change the answers furnished in response to any question of this Application, such information shall be revealed immediately in writing to the Underwriter.

Signature of authorized official: *Carol J. Smith* Date: 3/5/2022
 Print name of authorized official: Carol J. Smith
 Title of authorized official: Office Manager

Client Name: HOUGHTON COUNTY FAIR
 Application #: T000190113615
 Michigan Fair / Festivals

**HCC Public Risk
MICHIGAN Fairs & Festivals**

March 9, 2023

**Houghton County Fair Association
1500 Birch Street
Houghton, MI 49930**

Re: Fair Insurance Renewal

Dear Board Members,

Attached is our review of your package insurance renewal. Please review this for any omissions or corrections.

**Fair Insurance Renewal for the period of 04/01/2023 to 04/01/2024.....\$13,281.00
Premium has increase due to underwriting increasing your Building Limits \$998,106, this reflects the increase cost of building and the Fairs Program has a 8% increase.
(Last year's premium \$11,095.00.)**

Please sign the attached Application Declaration page and send to our office.

If you have any questions or would like us to attend your meeting, call our office at 296-0069. We will renewed your policy effective 04/01/2023 subject to your board approval.

Thank you for your business.

Sincerely,



**Mark K Hannula
U.P. Risk Manager
Hannula Agency Inc.**

HCC Public Risk MICHIGAN Fairs & Festivals

Quote for: HOUGHTON COUNTY FAIR
 Policy #: HAMIF
 Company: U.S. Specialty Insurance Company
 Policy Term: 04/01/2023 – 04/01/2024
 Payment Plan: Annual
 Fair Week: 08/26/202

General Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$2,000,000 Aggregate
 Subject to \$0 Deductible
 Medical Payments \$10,000
 Legal Liability Coverage – Real Property \$500,000
 Contingent Ride Liability - Included
 Hired & Non-Owned Liability
 Participant Legal Liability Coverage \$300,000 sublimit
 Care, Custody and Control \$250,000

Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage (Additional Premium will apply)

Wrongful Acts Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate
 Subject to \$1,000 Deductible including loss and loss adjustment expense

Property

Total Building and Contents Limit	\$2,026,000
	N/A
Blanket Basis	Included
Agreed Amount	Included
Building Valuation—per schedule on file with company	Replacement Cost,
All Risk - Special Form	Included
Accounts Receivable	No Coverage
Business Income	\$25,000 any one occurrence
Extra Expense	\$150,000 any one occurrence
Newly Acquired or Constructed Property-Building	\$500,000
Property in Transit	\$15,000 any one occurrence
Quarantine Expenses	\$5,000 Limit of Liability
Transit – Hauling Animals	\$3,000 per animal / \$6,000 policy aggregate
Valuable Papers & Records	\$5,000 any one occurrence
Law and Ordinance Coverage Form A	No Coverage
Law and Ordinance Coverage Form B	No Coverage
Law and Ordinance Coverage Form C	No Coverage
Fair Officials Vehicle Endorsement	
Subject to \$500 Deductible	

HCC Public Risk MICHIGAN Fairs & Festivals

Boiler & Machinery

Total Limit	\$2,026,000
Subject to	\$1,000 Deductible

Inland Marine

Subject to \$500 Deductible

Scheduled Contractors Equipment – Per Schedule on file with company \$0

Valuation:

Misc. Property & Equipment	\$150,000
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Valuation: Replacement Cost

Total Limit:	\$150,000
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Misc. Property & Equipment covers all your small items, like gates & fencing, tools, Equipment, picnic tables, portable stalls, etc. - Items under \$5,000 in value. Items over \$5000 In value, must be scheduled.

EDP – Misc. Computer Equipment

Total Limit	\$2,500
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Subject to \$500 Deductible

ACV Valuation

System Breakdown Coverage

Included

Loss of Business Income

No Coverage

Extra Expense

\$10,000

Media Coverage

\$10,000

Crime

Year Round Coverage	\$1,000
Forgery or Alteration	\$1,000
Computer Fraud	\$1,000
Fair Week Coverage	\$15,000

Public Employees Blanket Bond	\$50,000
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Includes Faithful Performance

Total Annual Premium:.....\$13,281.00

****Note: Motocross Events are Excluded – Separate Policy**

****Note: Some Other Events are Covered by Vendors Insurance**

**HCC Public Risk
MICHIGAN Fairs & Festivals**

Limited Terrorism coverage and pricing subject to the Terrorism Risk Insurance Act as reauthorized in 2019.

TRIA DOES NOT APPLY TO CRIME OR WRONGFUL ACTS LIABILITY

You declined terrorism coverage for the expiring policy period. We have, therefore, not included a quotation for terrorism coverage for the renewal period and your signed declination of terrorism insurance will remain in effect as long as you are insured by this company and until you rescind the declination in writing. If you would like the above quotation to include insurance for terrorism, or if you would like to know more about terrorism coverage options available to you, please advise your agent.

Optional Quotes and Premium:

**NOTE: The following forms need to be signed and returned prior to binding coverage:
~ Application**

Special Conditions: Subject to a No known Loss letter to get a 4/1/2021 Effective Date.

ENTIRE QUOTE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.



Property Schedule Information

Loc.# Bldg #	FacLoc # Within 100ft	Address City, State, Zip, County	Year Built SQ Feet	Building Contents	Mine Subsidence	Valuation Prop Boiler	POK BF Code	BC Sprinkler	Spec Ded
* 1 1	N/A No	1500 BIRCH ST. HANCOCK BLDG. A HANCOCK, MI 49930	2000 10,080	\$1,240,000 \$5,000	450,000 \$0	R R	11 618	1 No	N/A
* 1 2	N/A No	MAINTENANCE BLDG. B HANCOCK, MI 49930	2000 1,560	\$94,000 \$20,000	\$0	R R	11 400	1 No	N/A
* 2 1	N/A No	HENDERSON ST. HANCOCK HORSE STABLE C HANCOCK, MI 49930	2000 3,200	\$288,000 \$5,000	\$0	R R	11 616	1 No	N/A
* 2 2	N/A No	LIVESTOCK BLDG. D HANCOCK, MI 49930	2000 4,050	\$243,000 \$5,000	\$0	R R	11 616	1 No	N/A
* 2 3	N/A No	LIVE STOCK PAVILION E HANCOCK, MI 49930	2000 2,700	\$108,000 \$0	\$0	R R	11 616	1 No	N/A
* 2 4	N/A No	SMALL ANIMAL BARN F HANCOCK, MI 49930	2000 1,200	\$48,000 \$0	\$0	R R	11 616	1 No	N/A



Inland Marine Coverage

#	Serial Number Dept.	Year:	Make: Type:	Model: Actual / Replacement:	Limit:
0					\$0

Total Items: 0	Schedule Sub Total: \$0
	Miscellaneous Property and Equipment: \$150,000
	Inland Marine Grand Total: \$150,000



Additional Insured Information

Name:
Address
City, State, Zip

Type:
Interest:

CITY OF HANCOCK
399 QUINCY STREET
HANCOCK, MI 49930

11 - All Managers or Lessors of Premises
OWNER OF EVENT GROUNDS

SUPERIOR NATIONAL BANK
235 QUINCY STREET
HANCOCK, MI 49930

1 - Mortgagee
\$75,000 LOAN FOR NEW CONCRETE FLOOR AT FAIR
BUILDING.

~~HOUGHTON COUNTY
401 E HOUGHTON AVE
HANCOCK, MI 49930~~

~~11 - All Managers or Lessors of Premises
OWNER OF FAIR GROUNDS~~

COUNTY OF HOUGHTON
Conference or Other Travel Request

Reason for Travel and Destination: MARD Conference

Date(s) of Travel: September 2023

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

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

This request is included in the Department Budget: Yes No I have \$0 in my R/B Budget?

Travel Budget \$ _____ Training/Conference Budget: \$ _____

Estimate all costs requested for payment from Houghton County: I will use the automation fund for my travel expenses Approx. \$1,500

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

Submitted by: Jennifer Kelly Title Register Date 6/28/23
 Department: Register of Deeds Supervisor's Signature _____

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

Signed: _____ Title: _____ Date: _____

8/1-Sent to BY. C

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

Reason for Travel: Fall MI Family Support Conference
 Dates of Travel: Oct. 3 - Oct. 6, 2023

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

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

This request is included in the Department Budget: Yes No

Estimated costs to be requested for payment from Houghton County
\$3,000.00 from travel budget

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

Submitted by: Newbostman Title Asst. FOG Date 7/19/2023

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

Signed: _____ Title: _____
 Date: _____

Attendees: Buck Foltz
Derrick Morris
Nannah Dittmar
Teresa Hill

Houghton County Courthouse
401 East Houghton Avenue
Houghton, Michigan 49931
Phone: (906) 482-5420
Fax: (906) 482-7492

STATE OF MICHIGAN



Laura Lamerand, Administrator
laura@houghtoncounty.net
LeAnn Pulda, Court Reporter
leann.pulda@houghtoncounty.net

TWELFTH JUDICIAL CIRCUIT COURT
BARAGA, HOUGHTON AND KEWEENAW COUNTIES

BRITTANY A. BULLEIT

12TH CIRCUIT JUDGE

August 10, 2023

Houghton County Board of Commissioners
401 E. Houghton Avenue
Houghton, MI 49931

Dear Board:

I write to request approval of a MECRA conference I hope to attend in Grand Rapids, Michigan. The conference runs September 12th through September 15th. Due to the distance, I will be leaving for Grand Rapids on September 11th. I approximate the costs to be as follows:

MECRA Conference Fee:	\$145.00
Mackinac Bridge Toll:	\$8.00
Hotel Stay:	\$800.00 (Approximate)
Food:	\$125.00 (Approximate)
Mileage:	<u>\$668.10</u>
Total:	\$1,746.10 (Approximate)

Thank you for your consideration.

Sincerely,

LeAnn A. Pulda
LeAnn A. Pulda
12th Circuit Court Reporter

1,078



110 W Michigan Ave. Suite 200
 Lansing, MI 48933
 517-372-5374 Fax 517-492-4599
www.micounties.org
 Stephan W. Currie, Executive Director



INVOICE

BILL TO
 Ben Larson
 Houghton County
 401 East Houghton
 Houghton, MI 49931

INVOICE m2722
DATE 06/26/2023

DESCRIPTION	AMOUNT
2023-2024 County Dues	5,343.64

BALANCE DUE \$5,343.64

Please remit checks to:
 Michigan Association of Counties
 110 W Michigan Ave., Suite 200
 Lansing, MI 48933

ACH Payments:
 Contact pemberton@micounties.org

Pay Invoice



Houghton County

This report provides an overview of the benefits of Houghton County's membership with MAC. County entities are also eligible for all benefits in a MAC membership.

Houghton County 2023 fees for service: \$5,343.64

MAC Program Participation*

In return for these fees for service, Houghton County and its entities utilize a variety of cost-saving services and programs:

- **Blue Cross Blue Shield** — Health insurance with one-stop customer service
- **COBRA Administration** — Free administration and compliance with all COBRA regulations
- **Nationwide 457** — State-of-the-art retirement planning with more than \$1 billion of Michigan public funds under management

The county is also eligible for any of the following programs, free of charge, through its MAC membership:

- **Abilita** — Telecommunication consulting services, with average savings of 29 percent
- **American Fidelity** — Employer cost-savings solutions and supplemental insurance benefits
- **CoPro+** — Collaborative purchasing with bulk pricing and shareholder rewards; CoPro also offers direct procurement consulting services
- **Grant Services** — Since 2005, this program has helped counties gain almost \$6 million in grant money
- **HealthBridge** — Supplemental insurance program covers copays, deductibles, coinsurance for participating members
- **Lincoln Financial** — 10 percent discount on current life and disability insurance rates as a MAC member
- **Opioid Settlement Funds Planning and Capacity Building** — Technical assistance for strategic planning, stakeholder engagement, strategy determination, spending plan development, policy analysis or other needs
- **Michigan Counties Workers' Compensation Fund** — Nonprofit pool that offers members an average 35 percent dividend on their premium payments

For information on any services coordinated through our Service Corp., please contact us at scurrie@micounties.org or 517-372-5374.

Revenue Sharing

Contact MAC at (800) 336-2018 for more information on program participation

Each year, MAC works to educate lawmakers on the importance of appropriating full formula funding for county revenue sharing. Your county's amounts have been:

- Fiscal 2023 — \$771,443.75
- Fiscal 2022 — \$727,755.25
- Fiscal 2021 — \$713,550.02

For information on MAC's governmental affairs initiatives, contact Deena Bosworth at bosworth@micounties.org or 517-372-5374.

MAC Boards, Committees

The following county officials participate:

- None

If you are interested in serving on a MAC committee, contact Deena Bosworth at bosworth@micounties.org or 517-372-5374.

MACPAC Donors

The following county officials donated to MACPAC in 2022:

- None

To donate to MACPAC, visit www.micounties.org or contact Derek Melot at melot@micounties.org or 517-372-5374. A list of current-year donors can be seen in MAC's bimonthly magazine, *Michigan Counties*.

*Additional Participation

The following related county entities utilize MAC services:

- **Baraga/Houghton/Keweenaw Child Development**, Nationwide 457
- **Houghton County Medical Care Facility- Canal View**, Nationwide 457
- **Houghton County Road Commission**, Nationwide 457
- **W Upper Peninsula Planning & Development & Regional Commission**, Nationwide 457
- **W Upper Peninsula District Health Department**, Nationwide 457
- **Copper Country Mental Health**, Nationwide 457
- **UpWard Talent Council**, Nationwide 457, Michigan Counties Workers' Compensation Fund

Michigan Counties Workers' Compensation Fund

The following county entities received a premium dividend from this nonprofit, county-run fund in the most-recent plan year:

- UpWard Talent Council, \$467.00

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: 7263601327
Check/EFT Date: 7/28/2023

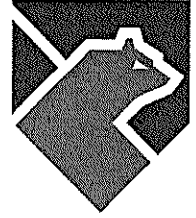
Vendor Code: CV0048006
Vendor Name: COUNTY OF HOUGHTON
Alias/DBA:
Assignee Name:
Assignee Alias/DBA:

Document ID #: EFT 271 230000818508
Check/EFT Amount: 69993.00
Amount includes freight and/or is net of discount

<u>DEPARTMENT NAME</u>	<u>INVOICE DATE</u>	<u>VENDOR INV #</u>	<u>INVOICE AMOUNT</u>	<u>LINE AMOUNT</u>	<u>CHECK/EFT DESCRIPTION</u>
Treasury		R23072400031	69,993.00	69,993.00	July 2023 Convention Facility/Development Tax Payments (Apr- Jun 23 Revenue) Local UnitCode: 31-0000 Reminder: MCL211.24e requires distributions to substance abuse prevention and treatment programs within the county. Questions: 517-335-7484

Erin M. Bostrom

INVOICE



Karhu Cyber
204 Higgins St
Howell, MI 48843

curt@karhucyber.com

Houghton County

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

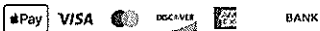
Ship to
Houghton County
401 E. Houghton Ave
Houghton, MI 49931

Invoice details

Invoice no.: 1003
Terms: Net 30
Invoice date: 08/01/2023
Due date: 08/31/2023

Product or service		Amount
1. Threat Hunting	22 units × \$150.00	\$3,300.00
2. Vulnerability Management	13 hrs × \$150.00	\$1,950.00
3. Email Phishing	5 hrs × \$150.00	\$750.00
4. Cybersecurity Hygiene Training	4 hrs × \$150.00	\$600.00
5. Elastic Cloud Elastic Cloud June	1 unit × \$2,465.24	\$2,465.24
	Total	\$9,065.24

Ways to pay



Note to customer

*The Elastic Cloud invoice populates with a delay, so we will charge for the software with a one-month delay unless conditions change. The Elastic Cloud June invoice is attached for your review. Invoice written for services rendered 1-31 July, 2023
Thank you for your business!

Pay invoice



TK Elevator Corporation
 Attn: Accounts Receivable Dept.
 3100 Interstate N Circle SE, Ste 500
 Atlanta, GA 30339-2227

INVOICE

INVOICE #: 1000534966
 INVOICE DATE: 07/18/2023
 CUSTOMER #: 24461
 PROJECT #: 192944
 OPPORTUNITY ID: ACIA-2141S5X
 CUSTOMER REF #:
 CONTRACT #:
 TERMS: IMMEDIATE
 TOTAL DUE: \$60,307.17

ERIC FORSBERG
 HOUGHTON COUNTY COURTHOUSE
 401 E HOUGHTON AVE
 HOUGHTON, MI 49931-2016

PROJECT: HOUGHTON COUNTY COURTHOUSE
 401 E HOUGHTON AVE
 HOUGHTON, MI 49931-2016

DESCRIPTION	AMOUNT	
GRAND RAPIDS BRANCH		
PROJECTS MODERNIZATION PROGRESS/LABOR INVOICE Progress/Labor		
ORIGINAL CONTRACT PRICE	\$120,614.37	
CHANGE ORDERS	\$0.00	
TAX 0.00%	\$0.00	
TOTAL CONTRACT PRICE	\$120,614.37	
TOTAL COMPLETED AND STORED TO DATE	\$120,614.36	
LESS RETAINAGE	\$0.00	
TAX 0.00%	\$0.00	
TOTAL EARNED LESS RETAINAGE PLUS TAX	\$120,614.36	
LESS PREVIOUS BILLING	-\$60,307.19	
TOTAL AMOUNT DUE	\$60,307.17	
AMOUNT	TAX	PLEASE PAY THIS AMOUNT
\$60,307.17	\$0.00	\$60,307.17

For Billing Inquiries, contact JOELL PRESTON 404-844-4765 JOELL.PRESTON@TKELEVATOR.COM
 For Payment Inquiries, contact SHAKEITHA MADDOX 678-424-2107 SHAKEITHA.MADDOX@TKELEVATOR.COM

DETACH AND RETURN WITH YOUR PAYMENT



TK Elevator Corporation
 Attn: Accounts Receivable Dept
 3100 Interstate N Circle SE, Ste 500
 Atlanta, GA 30339-2227

HOUGHTON COUNTY COURTHOUSE

INVOICE #: 1000534966
 INVOICE DATE: 07/18/2023
 CUSTOMER #: 24461
 PROJECT #: 192944
 OPPORTUNITY ID: ACIA-2141S5X
 CUSTOMER REF #:
 CONTRACT #:
 TERMS: IMMEDIATE
 TOTAL DUE: \$60,307.17

Amount Enclosed: \$ _____

Please Make Check Payment To: TK Elevator Corporation

REMIT PAYMENT TO THE FOLLOWING ADDRESS APPLICABLE TO THE MAILING OR PARCEL METHOD

UPS, FedEx, DHL, or Similar Parcel Service:

Remitco
 ATTN: TK Elevator Corporation Lockbox 3796
 8430 W Bryn Mawr Ave, 3rd Floor
 Chicago, IL 60631

USPS MAILING ADDRESS:

TK Elevator Corporation
 PO Box 3796
 Carol Stream, IL 60132-3796

Please indicate our invoice number on your remittance

Please indicate our invoice number on your remittance

BILL OF SALE

PURCHASER: HOUGHTON COUNTY COURTHOUSE
SELLER: TK ELEVATOR CORPORATION
PROJECT: HOUGHTON COUNTY COURTHOUSE
PROJECT SITE: HOUGHTON, MI
PAYMENT AMOUNT: \$60,307.17

In consideration of the payment of the Amount by Purchaser to Seller for building materials to be used in the construction of the Project for Owner at the site, (the receipt of which Amount Seller Acknowledges). Seller does hereby grant, bargain, sell, convey, transfer, assign, and deliver to Purchaser all of the right, title and interest of Seller in such building materials (the "Building Materials").

To have and to hold the Building Materials by Purchaser, its successors and assigns, forever. Seller does hereby covenant and warrant to Purchaser, Owner and Owner's Construction lender, that is the true and lawful owner of the Building Materials; that the Building Materials are free and clear from all encumbrances and liens; that Seller has full power and authority to sell, transfer, assign and convey all of the Building Materials; and that Seller will warrant and defend the title to all of the Building Materials unto Purchaser, its successors and assigns, against all claims and demands of all persons or parties.

Seller acknowledges that Purchaser intends to use the Building Materials as part of, or in conjunction with, the construction of the Project, and that warranties, representations and conveyances of this Bill of Sale are also made to, and for the benefit of, Owner and Owner's construction lender.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed and set their hands and seals to this Bill of Sale, this 24th day of July, 2023.

Seller: TK ELEVATOR CORPORATION
 By: *Joell Preston*
 Name: JOELL PRESTON
 Title: BILLING COORDINATOR



WAIVER AND PARTIAL RELEASE OF LIEN CONDITIONED UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from HOUGHTON COUNTY COURTHOUSE in the sum of \$60,307.17 payable to TK Elevator Corporation and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to waive any mechanic's lien, stop notice, or bond right the undersigned has on the job of HOUGHTON COUNTY COURTHOUSE located at 401 E HOUGHTON AVE, HOUGHTON, MI 49931-2016 to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished HOUGHTON COUNTY COURTHOUSE through 07/31/23 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date, disputed items, or claims or items furnished after the payment period.

This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect contract rights, including a right based upon rescission, abandonment or breach of the contract, and the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if this furnished labor, services, equipment or material was not compensated by the progress payment. The undersigned warrants that he either already has paid or will pay all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

TK Elevator Corporation

By: Joell Preston

JOELL PRESTON
Billing Administrator

24461
HOUGHTON COUNTY COURTHOUSE
401 E HOUGHTON AVE
HOUGHTON, MI 49931-2016

PROJECT: HOUGHTON COUNTY COURTHOUSE
LOCATION: 401 E HOUGHTON AVE
HOUGHTON, MI
TKE PROJECT NUMBER: 192944

Distributed To:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

APPLICATION NO: 2
APPLICATION DATE: 18-JUL-2023
PERIOD FROM: 01-JUL-2023
PERIOD TO: 31-JUL-2023

TK ELEVATOR CORPORATION
3100 INTERSTATE N CIRCLE SE, STE 500
ATLANTA, GA 30339-2227

CUSTOMER PURCHASE ORDER:
CONTRACTOR JOB NUMBER:
SUBCONTRACTOR NUMBER:

CONTRACT FOR: ELEVATOR WORK
CONTRACT DATE: 08-NOV-2022

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

CERTIFICATION, AFFIDAVIT AND WAIVER OF LIEN

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

The undersigned SubContractor certifies that to the best of the SubContractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the SubContractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 120,614.37

2. NET CHANGE BY CHANGE ORDERS \$ 0.00

3. SALES TAX (if applicable) [0.00%]
(line 1 + line 2) * tax rate \$ 0.00

4. SUBCONTRACT SUM TO DATE (line 1 +/- line 2 and line 3) \$ 120,614.37

5. TOTAL COMPLETED & STORED TO DATE \$ 120,614.36

6. SALES TAX TO DATE (if applicable) \$ 0.00

7. RETAINAGE:

a. 0% OF COMPLETED WORK (Column D+E on G703) \$ 0.00

b. 0% OF STORED MATERIAL (Column F on G703) \$ 0.00

TOTAL RETAINAGE (Total in Column J of G703) \$ 0.00

8. TOTAL EARNED LESS RETAINAGE
(line 5 plus line 6 less line 7) \$ 120,614.36

9. LESS: CERTIFICATES FOR PAYMENT
(line 8 from prior Certificates) \$ 60,307.19

10. CURRENT PAYMENT DUE \$ 60,307.17

11. BALANCE TO FINISH, PLUS RETAINAGE
(line 4 less line 8) \$ 0.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved by Owner	0.00	0.00
NET CHANGES by Change Order		0.00

SubContractor: TK Elevator Corporation

BY: *Joell Preston*
JOELL PRESTON
BILLING ADMINISTRATOR

DATE: 07/18/2023

State of: _____

County of: _____

Subscribed and sworn to before me this date: 25-JUL-2023

Notary Public:
My Commission Expires on:

ARCHITECT'S CERTIFICATE FOR PAYMENT (if applicable)

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the SubContractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT: _____ Date: _____
By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the SubContractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner, Contractor or SubContractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
SUBCONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED.

PROJECT NAME : HOUGHTON COUNTY COURTHOUSE
TKE PROJECT NUMBER : 192944

APPLICATION NO: 2
APPLICATION DATE: 18-JUL-2023
PERIOD FROM: 01-JUL-2023
PERIOD TO: 31-JUL-2023

UNIT NUMBER : FGM231
ELEVATOR DESIGNATION : 1

A	B	C	D	E	F	G	H	I	J
NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	ACTUAL STORED MATERIAL TO DATE	TOTAL COMPLETED AND STORED TO DATE	PERCENTAGE COMPLETED	BALANCE TO FINISH	RETAINAGE (if applicable) 0.00%
1.	ENGINEERING / PRE-PRODUCTION	60,307.18	60,307.18			60,307.18	100.00	0.00	
2.	MATERIAL	30,153.59		30,153.58	0.01	30,153.59	100.00	0.00	
3.	LABOR	30,153.59		30,153.58		30,153.58	100.00	0.01	
4.	SUBTOTAL	120,614.37	60,307.18	60,307.16	0.01	120,614.36	100.00	0.01	
	TOTAL FOR UNIT FGM231	120,614.37	60,307.18	60,307.16	0.01	120,614.36	100.00	0.01	0.00
	TOTAL FOR ALL UNITS	120,614.37	60,307.18	60,307.16	0.01	120,614.36	100.00	0.01	0.00