

97th District Court/Treatment Court Opioid Settlement Funds Budget Request

The 97th District Court is positioned to be able to use Opioid Settlement funds in a way that meets necessary criteria under Exhibit E, and directly provides benefits to the OUD and SUD-MH-affected community in Houghton County. To that end, the Court proposes that it be authorized to use the following funds on a continuing basis, subject to modification as more information becomes available as to best-practices.

1. \$40,000/year for drug/alcohol testing services for those pretrial defendants or individuals on probation who have been identified as persons potentially having OUD or SUD conditions, for whom regular drug/alcohol testing would provide accountability and harm reduction for the individual and our local communities.
2. \$50,000/year for a pretrial services officer who would identify those individuals under prosecution who are persons potentially having OUD/SUD conditions, investigate the underlying allegations/charges and make recommendations to the Court as to bond conditions/treatment options. This officer could then ensure that the individual is following through with the conditions of bond, perform home/work checks on the individual, report to the court any suspected violations, and make recommendations as to appropriate sanctions for bond violations. This officer could also serve as the law enforcement home check officer for the 97th District Court Treatment Court, and thus ensure continuity for the individual from the time of the charge through probation discharge.
3. \$10,000/year for OUD/SUD training for court employees, to ensure that the Treatment Court is satisfactorily maintaining its educational requirements and assuring accreditation of the treatment court program. Unfortunately, most all of the necessary treatment training sessions provided by SCAO are done in-person and downstate, requiring travel expenses. In recent years, the Court has been unable to afford sending its personnel to training seminars because of rising costs and the limits of the treatment court grant budget. Use of opioid funds would permit the Court to secure the appropriate training and be confident of continued grant funding.
4. \$10,000/year for transportation vouchers for treatment court participants. Because of our limited public transportation options, treatment court participants frequently struggle with finding transport to the various activities they are ordered to attend, including daily drug testing, treatment court sessions, counseling, and self-help meetings. The Court would propose that this funding be utilized to facilitate transportation for those individuals who lack driver's licensure. The Court would only authorize this expenditure through the first two phases of its program, thus

incentivizing the participants to pursue interlock driver's licenses once the participants is eligible to do so.

5. \$20,000 in economic incentives/participant training costs. The Court currently provides \$10.00 in the form of a Pat's Foods gift card each time a participant advances in the program's phases. While this is greatly appreciated by many of the participants who are struggling financially, the Court would wish to increase these incentives to make them more meaningful and help those participants who are in financial need. Further, the use of these opioid funds could be used to assist treatment court participants with employment certifications/classes to develop their foundational job skills and marketability. Pursuit of employment is a mandatory requirement for treatment court involvement.
6. \$2,000 for technology upgrades for treatment court employees. The treatment team, in addition to regular contact with participants, is required to enter substantial amounts of data to satisfy grant criteria and the State Court Administrator's Office. The Court proposes that a small portion of the Opioid Funding be used to ensure that the treatment team has quality computing equipment and can update necessary information from the field.

Your consideration of this request is very much appreciated. Should you require further information, please do not hesitate to contact us.

01/12/2024

GL ACTIVITY REPORT FOR HOUGHTON COUNTY

TRANSACTIONS FROM 02/01/2023 TO 01/12/2024

Date	Description	Reference #	Credits
Fund 101 GENERAL FUND			
Department 000			
Unclassified			
02/01/2023	OPIOID FUNDS		
02/06/2023	MULTI GENERIC ETC...	157229	111,501.95
03/06/2023	MULTI GENERIC ETC...	157713	37,579.41
08/07/2023	MULTI GENERIC ETC...	160470	19,600.51
11/07/2023	MULTI GENERIC ETC...	162192	10,131.26
11/07/2023	MULTI GENERIC ETC...	162192	8,101.18
	Cumulative Net Debits and Credits:		186,914.31
			<hr/> 186,914.31
TOTAL FOR DEPARTMENT 000			<hr/> 186,914.31
TOTAL FOR FUND 101 GENERAL FUND			<hr/> 186,914.31 <hr/>

RULES OF ORDER

Adopted April 26, 1988

BOARD OF COMMISSIONERS HOUGHTON COUNTY, MICHIGAN

The great purpose of all rules and forms is to subserve the will of the assembly, rather than to restrain it; to facilitate, and not to obstruct, the expression of their deliberate sense.

RULE 1

At the first meeting of the Board of Commissioners held in January of each odd numbered year, the County Clerk shall open the meeting, call the roll, and if a quorum is found to be present, the Board shall proceed to nominate and elect one of their number as chairperson. The commissioner receiving the majority of all votes cast shall be Chairperson of said Board, and immediately assume the duties thereof. At the January meeting of each year, the Chairperson shall first proceed to the election of a Vice-Chairperson by a roll call vote.

RULE 2

During the January organizational meeting, the Commission shall review and revise, if deemed necessary, the Rules of Order.

RULE 3

The committees of the Board of Commissioners shall be as follows:

Standing Committees of the County:		Other Committees (Cont.):	
1. Finance	2	16. Revolving Loan Fund Board	2
2. Building & Grounds	1	17. U.P.C.A.P.	1
3. Bargaining	5	18. RC & D Council	2
4. Equalization	1	19. Ho. / Kew. Conservation Dist.	1
5. Law Enforcement	2	20. Main Street Calumet	1
6. Marina	1	21. Keweenaw Natl. Hist. Park	1
		22. Trails	1
Other Committees:		23. Bridge Outage	1
1. CC Mental Health	1	24. Personnel Committee	2
2. W.U.P.D.H.D.	3	25. 911 Committee	1
3. Dept. of Human Services	1	26. Portage Lake Multi-Education	1
4. Michigan Works	2	27. BHK Headstart	1
5. Airport Zoning Bd. Appeals	5	28. MSU Cooperative Extension	1
6. Parks and Recreation	1	29. U.P. Econ. Devel. Alliance	1
7. Fair Board	1	30. Brownfield Authority	1
8. Planning Comm. (2 yr term)	1	31. Dam Committee	3
9. W.U.P.P.D.R	3	33. Northwood Rail	2
10. Road Commission	1	34. U.P. Energy Workgroup	2
11. Airport Committee	3		

12. Solid Waste Planning	3	35. Jail	
13. Kew. Economic Del. Alliance	1		
14. Substance Abuse	1		
15. Local Emergency Planning	1		

RULE 4

The Chairperson shall appoint all committees except W.U.P.D.H. and Mental Health, unless otherwise ordered by the Board. The Chairperson’s appointments shall be made no later than the Monday following the January organizational meeting in each odd number year.

The W.U.P.D.H.D. and Mental Health appointments shall be made by majority vote of the Board at its January organizational meeting in each odd numbered year.

RULE 5

The first named member of a Standing Committee shall be the Chairperson thereof, and the second named member shall be the Vice-Chairman.

RULE 6

Rights and Duties of Committees:

Any matter referred to committee remains the property of that committee until reported to the full board, or another committee, either by a date specified in the motion or at the earliest convenience of said committee. Any matter not reported to the Board within a reasonable length of time may be brought upon the floor for consideration by a majority vote of those present.

RULE 7

Reports and recommendations of all Standing and Special Committees of the Board may be in writing and signed by at least a majority of such Committee.

RULE 8

It shall be the duty of the Finance Committee to meet at least one day prior to the regular monthly meeting of the Board to carefully examine and consider all claims against the County. All bills must be filed with the Controller’s Office on or before the fourth day of each month in order to be acted upon at the meeting following the above mentioned date.

RULE 9

This rule applies to Committee of the Whole meetings and no other Regular Committee of the Whole Meetings.

(a) Members of the Board of Commissioners shall meet as a Committee of the Whole on the dates as established at the Board’s organizational meeting. Committee of the Whole meetings may be cancelled by the Chairperson.

(b) This meeting shall be noticed and posted as a regular monthly meeting.

(c) The purpose of this meeting of the Committee of the Whole shall be for the informal discussion of matters then before the Board of Commissioners, any Committee of the Board, or of matters then put to the Committee of the Whole by any member.

(d) When meeting as a Committee of the Whole, the Board is strictly prohibited from taking any formal or final action on any business then before the Board or any Committee of the Board; unless the entire Board (5 members) is present and agree by unanimous vote to take formal and final action.

(e) The Committee of the Whole may vote to refer any matter to any other Committee of the Board, or to the Board of Commissioners for formal, or final action. Such reference to a committee of the Board may be accompanied by a recommendation as to policy or disposition.

(f) The Chairperson shall call the Committee of the Whole to order at the time, place and date set for its meeting.

(g) A tentative agenda for this meeting shall be drawn up by the County Clerk, County Controller and Chairperson. Prior to the meeting, any item for discussion shall be placed on the agenda at the request of any Commissioner of the Board.

(h) Matters not placed on the tentative agenda may be raised under new business at this meeting after completion of discussion of items on the agenda.

(i) The Chairperson shall conduct order of the committee in a reasonable manner so as to permit free and informal discussions of all matters by all members of the committee. On motions to refer matters to the Board or other committee, the Chair shall state the motion and call for a vote.

RULE 10

When the Board shall decide to go into Committee of the Whole, the Chairperson may preside or, if he/she chooses, name another member of the Board to preside.

RULE 11

Dates for committee meetings shall not be changed from the adopted schedule unless all members of the committee are polled and a majority agree to the change.

RULE 12

Powers and Duties of the Chairperson:

The Chairperson shall take the Chair precisely on the day and at the hour to which the Board adjourned at the preceding session. He/She shall immediately call the members to order, and on the appearance of a quorum from a call of the roll, he/she shall cause the minutes of the preceding session to be approved unless otherwise ordered by the Board.

RULE 13

It shall be the duty of the Chair to preserve order, and to call to his/her aid for that purpose the Sheriff of the County or his Deputy. The Chair shall suppress any disorderly conduct and shall strictly enforce the rules and regulations of the Board.

RULE 14

The Chairperson of the Board is authorized to send to any meeting, convention or function deemed important to the conduct of county business, those persons he/she deems necessary, in numbers appropriate to the occasion; said members shall travel by the mode of transportation most suited to the situation. Action taken by the Chairperson shall be subject to later review by the County Board of Commissioners, and when the occasion warrants, it is expected that a written or oral report concerning participation in such activities will be submitted to the full board by a designated participating delegate.

RULE 15

Power and Duties of the Vice-Chairperson:

When the Chairperson is absent from Board meetings or otherwise incapacitated, during interim the Vice-Chairperson shall assume all the duties and obligations of the Chairperson.

RULE 16

Both the Chairperson and Vice-Chairperson, when presiding, shall have the right to name any member of the Board to perform the duties and obligations of the Chair temporarily.

RULE 17

Rights and Duties of Members:

Quorum: Three members of all commissioners duly elected and/or qualified shall constitute a quorum for the transaction of business.

RULE 18

The order of business of the Board of Commissioners shall be as follows:

1. Calling to order.
2. Salute to the Flag and Pledge of Allegiance.
3. Roll Call
4. Approval of the minutes of preceding regular and special meetings.
5. Approval of the Agenda.
6. Public Comment (Time limit of 5 minutes per person).
7. Public Hearings.
8. Approval of Bills
9. Presentation of Claims, Petitions and Communications.
10. Reports of the Standing Committees.
11. Reports of Special Committees.
12. Reports of County Officers.
13. Late additions to the agenda.
14. Unfinished Business.
15. New Business.

16. Public Comment.
17. Announcements.
18. Adjournment.

RULE 19

The County Clerk or his/her Deputy shall attend all full board meetings of the County Board and shall keep a correct journal of the Board's proceedings. Minutes of each meeting shall be provided according to the Open Meeting Act of the State of Michigan. The meetings shall be tape recorded and retained by the Clerk's or Controller's office.

RULE 20

At a meeting called for any special business, such business shall be given first consideration by the Board, and shall have the right of way over all other matters taken up by the Board at such special session.

RULE 21

No member shall speak a second time on a question until all others who wish to have had an opportunity to speak once.

RULE 22

When two or more members address the Chair at the same time, the Chairperson shall designate the member who is first to speak; but in all other cases the member who shall first address the Chair shall speak first.

RULE 23

Only members of the Board of Commissioners shall be given the right to speak during any Board meeting except:

1. Any person with the consent of the majority of the Board members present.
2. Any member of the public speaking under the privilege of Public Comment.
3. Any staff person, when requested by any member of the Board.
4. Any member of the public, speaking during a Public Hearing.
5. The Chairperson may limit each speaker to 5 minutes, if in his judgment, the discussion will be lengthy.

RULE 24

A member called to order shall immediately relinquish the floor, unless permitted to explain, and the Board, if appealed to, shall decide the case. If an appeal is not made, the decision of the Chair shall stand. On an appeal, no member shall speak more than once without the consent of the Board.

RULE 25

If a question in debate contains several points, any member may ask for and have the same divided.

RULE 26

No rule of the Board shall be suspended, altered or amended without the concurrence of four-fifths of the members present at a meeting.

RULE 27

The rules of parliamentary practice comprised in "Robert's Rules of Order Revised" shall govern the Board in all cases to which they are applicable, providing they are not in conflict with the Board's rules or the laws of the State of Michigan.

RULE 28

When a question is under debate, no motion shall be received or entertained but the following:

- To adjourn.
- To close debate on the pending question.
- To lay on the table.
- To postpone to a certain day.
- To commit, amend or substitute.
- To refer back to committee.

Several motions shall have precedence in the order in which they stand arranged.

RULE 29

The motion to adjourn shall always be in order; that and the motion to lay on the table, shall be decided without debate.

RULE 30

A motion for reconsideration of a decision shall be in order when:

1. The motion is made at the same meeting or the following meeting.
2. The motion is made by one who voted with the majority on the original motion.

RULE 31

No motion or resolution shall be debated or put to the Board unless the same has seconded and, before voting, stated by the Chair, and any such motion or resolution shall be reduced to writing if the Chair, Clerk or any member so desires. Any motion or resolution so reduced to writing by a member of the Board of Commissioners shall be spread verbatim on the minutes of the meeting.

RULE 32

After a motion has been stated by the Chair, it shall be deemed to be in the possession of the Board, but may be withdrawn at any time before amended or otherwise acted upon.

RULE 33

A roll call vote shall proceed according to district from the person making the motion. Every member who is present when a question is last stated by the Chair, and no other, shall vote for or against the same, unless the Board shall excuse him/her, or unless he/she be immediately, financially interested in the question.

RULE 34

A roll call vote shall be taken on any question when called for by any member of the Board.

RULE 35

Upon a roll call vote, the names of those who voted for or against the same shall be entered according to district on the journal, and each member called upon, unless for special reasons he/she shall be excused by unanimous consent of the Board, shall declare openly and without debate his/her assent or dissent to the question.

RULE 36

The Chairperson must vote on all roll call questions unless excused by a unanimous vote of the Board. He/she may vote on all questions before the Board, except on appeal from his/her own decisions.

RULE 37

All officers elected by the Board shall receive a vote of the majority of the members elected. All members of the County Commissions elected by the Board shall be nominated and appointed according to the County Board's appointment policy resolutions per Rule 42.

RULE 38

Public Hearings Rules of Procedure:

(a) Whenever a public hearing on any issue is convened by the Houghton County Board of Commissioners or committee thereof, the Chairperson shall commence the public hearing by:

1. Stating the purpose of the hearing.
2. Advising the public in attendance on the rules procedure set forth in

this rule.

(b) The Chairperson shall be responsible for order and procedure at all public hearings, and enforce this rule, as well as the general rules of order of the County Board of Commissioners to the extent applicable.

(c) All persons, organizations, firms, partnerships, corporations, or other such entities shall have the right to address the Board either individually or by agent or representative. Each person addressing the Board must give his name and the name of any organization if he is speaking on behalf of that organization.

(d) All presentations to the Board during a public hearing shall be limited to a reasonable time length by the Board, if necessary.

(e) Those parties addressing the Board may also submit such written materials, documents, petitions, and exhibits to support their presentation. They shall be in quantities sufficient so that each Board member shall have a copy.

(f) Following each presentation, each board member may question the individual making the presentation.

(g) The Board shall receive any additional written comments from interested persons or parties on the subject matter of the hearing for up to thirty days following the date of the hearing.

RULE 39

Should meetings continue until a very late hour, the Clerk may be instructed to stop the clock at one minute to midnight to make it unnecessary to pay per diem to members for two days.

RULE 40

For items to appear on the agenda of the regular monthly meeting, finance, or special meeting, they must be presented to the Clerk or the Controller by noon on the Tuesday preceding the meeting. A copy of the proposed agenda and supporting documents for the regular monthly and finance meetings shall be e-mailed to each commissioner five days prior to said meeting. The agenda of the meeting shall be posted in the same manner as prescribed for meeting notices not later than the start of business on the day preceding the meeting. Copies of the agenda shall be made available to the press as soon as they are available for posting. The Clerk shall cause to be printed notices of meetings as provided for in the Open Meetings Act of Michigan. The entire board packet shall be posted on the County website by 12:00 p.m. on the Friday immediately preceding the meeting.

RULE 41

The Board may occasionally be faced with problems, on which it needs additional input from individuals with expertise concerning ways to solve the problem. When these situations arise, the Board may create an Ad Hoc Committee to study the problem and made recommendations on the resolution of the problem.

The Ad Hoc Committee shall cease to exist once it has given its report unless the County Board wishes to charge the Committee with new direction.

Appendix A attached shall prescribe the Ad Hoc Rules of Order.

RULE 42

Board Appointments:

Appointments to the various boards, committees and commissions appointed by the County Board shall be announced at a regular meeting prior to making such appointments.

An application must be filed prior to an individual's consideration for appointment by the County Board. Applications shall be in writing, dated, signed, and are to be submitted to the County Controller's Office by 4:00 P.M. of the Wednesday preceding the Finance Committee meeting of the County Board.

Each member of the Board of Commissioners shall be mailed copies of all applications, complete with any and all supporting documents, by Friday preceding the Finance meeting.

If more applications are received for a particular position than positions are available, all applicants may be interviewed by the County Board if the Board deems it necessary by majority vote. This rule will not apply to appointments made under Rule 41.

Applications will be retained by the Controller's Office for one year.

RULE 43

Board members shall perform their duties free from conflicts of interest.

No Board member shall use his/her position as a Board member to benefit either himself/herself or any other individual or agency apart from the total interest of the County.

When a Board member determines that the possibility of a personal interest conflict exists, he/she should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon.

A member of the Board is presumed to have a conflict of interest if the member or his/her family member has a financial interest, or a competing financial interest, in the contrast or other financial transaction or is an employee of the County.

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling of sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage.

Any contract in which there is a conflict of interest as defined by this rule must be approved by a majority vote of the full Board without the vote of any Board member with a financial interest.

APPENDIX A
RULES OF ORDER
AD HOC COMMITTEES

RULE 1

The County Board of Commissioner's Rules of Order listed below shall apply equally to the Ad Hoc Committees.

RULE NO.'S: 11, 12, 15, 16, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

RULE 2

The panel's final report shall be submitted to the County Board of Commissioners not latter than 90 days after the panel is appointed.

RULE 3

If the panel needs secretarial help to complete its reports, the chairperson shall contact the County Controller for this help.

RULE 4

If the panel can not reach a consensus on its final report, the panel may submit both a majority and minority report.

RULE 5

The public shall have every right to provide the panel with written and/or oral input into questions under consideration. All meetings shall be public with the proper meeting notice requirements being met.

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Michigan Environment Watch

Group launches campaign to overturn Michigan solar siting law



Amid growing tension over proposed wind and solar developments in rural communities, lawmakers in November passed legislation that allows the state to override local rejections of renewable energy developments. (Bridge photo by Dale Young)

 January 4, 2024

 [Kelly House \(Email\)](#)

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Group launches campaign to overturn ...



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- **Democrats passed legislation in November that gives the state power to approve wind and solar projects over local objections**
- **The law passed along party lines, with Republicans uniformly opposite it**
- **Opponents of the law hope to ask voters in November to overturn it through a ballot measure**

Opponents of a new law that gives the state authority to override local rejections of large wind and solar projects have announced a ballot initiative to challenge the law.

A group called [Citizens for Local Choice](#) said Thursday it is finalizing the language of a proposed ballot petition, aiming to bring the issue before voters in November.

SPONSOR



The group is pushing to repeal [Public Act 233](#), which passed narrowly along party lines in November as Democrats sought a way around the bitter local fights that have stalled wind and solar developments in rural communities across the state.

Related:

- [Whitmer signs energy bills to make Michigan use clean energy by 2040](#)
- [Proposed state oversight of solar, wind pits energy needs v. rural rights](#)
- [Wind wars: Wind turbines put green energy on the ballot in mid-Michigan](#)

Critics of the law, including Republican lawmakers and local government advocacy groups, say it tramples over Michigan's tradition of local control over land use. To get an initiative on the November ballot, they must collect 356,958 valid signatures by May 29.

"This is not about whether renewables are appropriate or not," said Roger Johnson, chair of the Deerfield Township Planning Commission in Lenawee County and a member of the ballot committee's leadership team. "It's not whether wind and solar is the answer to issues of global warming. It's about siting. And Michigan's tradition has been that villages, cities, townships...deal with land use."

Public Act 233 passed as part of a broader [suite of energy bills](#) to steer the state more quickly toward renewable energy. It creates a statewide permitting system for large-scale wind, solar and energy storage projects, which previously were vetted by local governments. Instead, the three members of Michigan Public Service Commission, who are appointed by the governor, will have authority to approve or deny projects.

Proponents of the new law, including Democratic lawmakers, environmental and labor groups, called it a necessary step to speed up renewable energy projects amid a worldwide push to stop burning the fossil fuels that are causing climate change.

Rep. Abraham Aiyash, D-Hamtramck, and a key sponsor of the law, pushed back against the notion that rural Michiganders oppose state regulation of wind and solar. Aiyash said his office has heard from hundreds of farmers who support the legislation, saying it will protect their right to decide how to use their land.

"I'd be hard pressed to imagine that there will be a significant chunk of Michiganders that would oppose the state becoming energy independent," Aiyash said.

Johnson said the Citizens for Local Choice committee was spawned from [Our Home, Our Voice](#), a coalition that advocates for local control over issues from short-term rentals to renewable energy and gravel mine permitting. The group's leadership includes Kevon Martis, a Lenawee County commissioner who is also a longtime fellow with the [Energy & Environment Legal Institute](#), a conservative think tank that opposes renewable energy and in the past has engaged in climate denial.

Proposed ballot language would need approval from the Board of State Canvassers before Citizens for Local Choice could start gathering signatures. A spokesperson said the group plans to submit language by Friday. The Board of State Canvassers would then have 30 days to review it.

If the board approves the language, backers have 180 days under the law to collect 356,958 valid signatures from registered voters — fewer if they hope to make the November ballot.

The deadline to get an initiative on this fall's general election ballot is May 29, or 146 days from now. If they can't meet that deadline, group spokesperson Jenell Leonard said, they'll aim for November 2026.

If they succeeded at signature-gathering, the petition would then go to the Legislature, which would have 40 days to adopt the proposal, approve a competing proposal and send both to the November ballot, or take no action, which would send the initiative to the ballot.

Michigan's debate over renewable energy has been highly partisan, with Republican lawmakers uniformly opposing the energy bills Democrats passed in November.

Thursday's announcement drew applause from a host of conservative lawmakers, along with a former Democratic state representative and local public officials in several areas of the state.

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"Zoning is, and should remain, a local issue," said Rep. Dave Prestin, a Republican from Cedar River in the Upper Peninsula. "Local governments know their communities better than any unelected Lansing bureaucrat, and they especially know better than the three members of the Michigan Public Service Commission."

Environmentalists condemned the push to overturn the law.

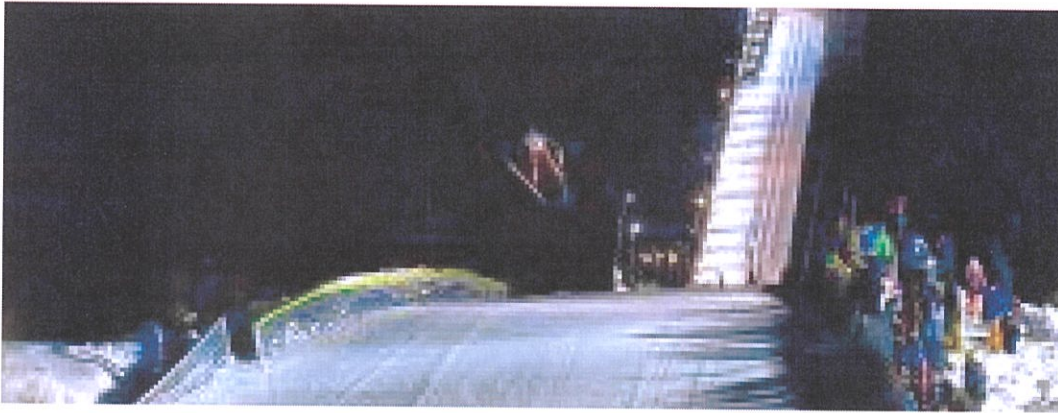
"We must pull together to cut greenhouse gas emissions in all sectors, everywhere," said Christy McGillivray, political and legislative director for the Sierra Club in Michigan.

The opposition campaign, she said, is "a damaging and dangerous waste of time and resources."

How impactful was this article for you?



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Michigan has a new way to fight climate change: Energy from cow poop and urine

December 28, 2023 | [Keith Schneider, Circle of Blue](#) in [Michigan Environment Watch](#)



Becky Ylitalo <accounting@houghtoncounty.net>

Fwd: News Alert:

1 message

Tom Tikkanen <tom.tikkanen@houghtoncounty.net>

Thu, Jan 11, 2024 at 10:04 AM

To: Becky Ylitalo <accounting@houghtoncounty.net>, Ben Larson <administrator@houghtoncounty.net>

under new business include the citizens for local choice initiative. see below

t

----- Forwarded message -----

From: **Michigan Association of Counties** <melot@micounties.org>

Date: Fri, Jan 5, 2024 at 11:31 AM

Subject: News Alert:

To: <tom.tikkanen@houghtoncounty.net>



NEWS ALERT: ENERGY SITING LEGISLATION

Ballot group formed to challenge energy siting law



A ballot committee **announced its plan this week** to bring a voter initiative on a new law to revamp legislation that grants the Michigan Public Service Commission (MPSC) the ability to override local governments in the permitting of renewable energy facilities.

Citizens for Local Choice is behind the proposal and aims to gather 550,000 signatures before May to get the initiative on the ballot for the

November 2024 election. The group hopes to raise \$7 million to \$10 million to fund their work. (Under Michigan’s “indirect” initiative process, the measure would first go to the Legislature, which could choose to adopt it. If the Legislature rejected the initiative, the question would then move to the voters.)

The intent of the initiative is to nullify part of **Public Act 233 of 2023**, which allows solar and wind developers to apply for a permit directly to the MPSC if the local unit has not adopted a Compatible Renewable Energy Ordinance. If the local unit has such an ordinance, the developer may eventually appeal adverse decisions to the MPSC. Ultimately, the ballot initiative is an attempt to retain full local zoning authority.

According to **Ballotpedia**, the 2024 signature requirement for an initiated law is 356,958.

MAC was opposed to the act’s provisions that stripped decision-making from local governments, but that is not an indication of our position on clean energy goals. MAC is not a member of Citizens for Local Choice and has not been involved in the group’s work.

Stay in touch with MAC



NOTICE

TO: ALL INTERESTED CITIZENS

The Houghton County Board of Commission is accepting applications for 2 open positions on the

HOUGHTON COUNTY PLANNING COMMISSION

The two positions will represent Community Interest in (1) Local Government Planning and Zoning, and (2) Local Recreation and Culture.

Applicants should provide a Letter of Interest, and an application which shares their qualifications to represent the Interest group that they are applying for as a Planning Commissioner.

Questions can be directed to Ben Larson, County Administrator, Houghton County Courthouse, 401 E. Houghton Avenue, Houghton, MI 49913 -- or online at <http://www.houghtoncounty.net/docs/AppBoards.pdf>. Deadline for application submittal is 4:30 pm, Friday, January 12, 2024, and all applicants will be considered at the Monthly BOC meeting held on January 17, 2024.

Jennifer Kelly, Houghton County Clerk

To: Daily Mining Gazette Ad Dept.

Fax: 483-2219

From: Jennifer Kelly, Houghton County Clerk

Date: December 19, 2023

Please place as a block ad for two consecutive days on December 22 and 23.

Thank you.

Please Return Application to:

COUNTY OF HOUGHTON
Controller's Office

401 E. Houghton Avenue, Houghton, Michigan 49931
PHONE (906)482-8307 FAX (906)482-7238

APPLICATION
for
COUNTY BOARDS & COMMISSIONS

NAME: Mehmet Koray Inal
ADDRESS: 7015 Sandpiper Dr. Houghton, MI 49931
PHONE: work: 906-353-6644 cell: 309-222-0867
DATE: 1/2/2024
BOARD OR COMMISSION APPLYING FOR: Local Government Planning & Zoning
Local Recreation & Culture

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

Please see attached letter.

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

Please see attached letter.

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

1/2

Mehmet Koray Inal

7015 Sandpiper Dr. Houghton, MI 49931

Work: 906-353-6644 – Cell: 309-222-0867

1/2/2024

Local Government Planning and Zoning / Local Recreation and Culture positions for the Houghton County Planning Commission

I reside in Houghton County and work in Baraga County as a manager for Baraga Telephone Company, which also has operational presence in both counties. I do find serving our community as an important part of my civic duty, a great learning opportunity for myself as to how our local communities function, and also an opportunity to get to know people.

I moved to US from Turkey in 2001 as a graduate student at MTU. I obtained a PhD degree in Mechanical Engineering in 2005 and moved to Peoria, IL to work for Caterpillar, until 2010, during which I also married my wife, a local girl from Baraga. In 2010, we moved back to UP to help with the family business of Baraga Telephone Company, as well as to raise our kids nearby grandparents.

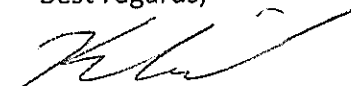
While as a student, I had looked for the opportunity to move to a bigger city, after having lived in the bigger city of Peoria, I realized that life was better in many ways back here in UP. The biggest difference was that a significantly higher proportion of people were involved in their community one way or the other. Almost everyone I came across over the years either participates in some community event or activity, or serves on some level of governance within their community.

Along with this mindset, I currently serve on BHK Board since 2011 (as chairman since 2014), Baraga County Economic Development Committee Board since its inception in 2016 and Parade of Nations Committee at MTU. I have also been a coach for Special Olympics Basketball from 2012 to 2019.

Additionally, my work at Baraga Telephone Company, a utility service provider, often involves interacting and coordinating with municipalities, other service providers and road authorities. Hence, I would hope to be able to bring along the insight from a service provider point of view that could be beneficial for the commission.

I would be grateful for the opportunity to serve on either of the two open positions, which the commission would deem as a fit for my background and experience.

Best regards,



M. Koray Inal

Please Return Application to:

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

APPLICATION
For
COUNTY BOARDS & COMMISSIONS

NAME: Erik Kiilunen
ADDRESS: 51818 Osprey Avenue, Hubbell, MI 49934
PHONE: 906-369-3355
DATE: 6 January, 2024
BOARD OR COMMISSION APPLYING FOR: Local Government Planning and Zoning

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

I have been affected by County Governance and have been adding commentary over the past several years. This commentary is likely known by the reviewers. Rather than stand and throw stones I would prefer to assist the county to produce useful, purposeful, and equitable planning that would reflect the County.

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

I graduated from Chassell High School in 1986 and started my work life as a high school student in my family's retail establishment, Northwoods Trading Post in Hancock.

My developmental years (1986 – 2000) were spent in Brighton Michigan in manufacturing. During this time, I developed a broad base of manufacturing knowledge through serving the US and Global heavy industrial manufacturing providing tool and die repair materials and services.

In 2000 I returned to Houghton County to pursue my own ventures and currently own and operate 2 local companies, Superior Polymer Products (Houghton County) which was acquired and Neuvokas Corporation (Keweenaw County) that was built from a concept. >\$15MM in capital has been raised and invested in Houghton and Keweenaw Counties to support these ventures. These 2 companies provide livings to about 50 families in Houghton and Keweenaw Counties. Strategic planning and business development skills were used to accomplish this growth. These same skills will be applied to help the county government develop the necessary plans consistent with its aims.

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

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

APPLICATION
for
COUNTY BOARDS & COMMISSIONS

NAME: Mark Larson

ADDRESS: 22622 Fox Farm Rd, Houghton, MI 49931

PHONE: 906-370-4533

DATE: 1/5/2024

BOARD OR COMMISSION APPLYING FOR: Houghton County Planning Commission

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

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

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

Education: Houghton High School – 1993

Michigan Technological University-Associate in Civil Tech – 1997

Past Work Experience:

ATL Inc – Phoenix, AZ

Michigan Department of Transportation – Brighton & Ishpeming, MI Associated Constructors, LLC – Marquette, MI

Copper Country Inn – Houghton, MI

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

DONALD R. MCLEAN

REAL ESTATE
PROFESSIONAL

OBJECTIVE

To forward land use concepts beneficial to society and to utilize my 40 years of community building, development and marketing to improve the quality of life for others with an appreciation of the natural world and outdoor activities.

PROFESSIONAL SKILLS

- Community Boards
- Planning / Development
- Sales Training & Management
- Real Estate

EDUCATION & AFFILIATIONS

1989 - 2009
US Ski & Snowboard
Association Certified Alpine
Coach & Race Official

1977 - 2008
Licensed Colorado Real
Estate Broker

1977
BS - Business with Emphasis
in Real Estate & Marketing
Leeds School of Business,
University of Colorado at
Boulder

HOW TO REACH ME

906.281.9180
don@bigsnowsports.org
41599 Half Moon Beach,
Chassell, MI

EXPERIENCE

Manager and Member/Partner, River Trails LLC

October 2021 - present

- River Trails is a Master Planned Community focused on providing year-round access to the natural world via an internal and external trail network, fronting the Pilgrim River, on-site food production and lots averaging 2 acres with generous open space.
- The site is adjacent to the Michigan Technological University 500-acre XC complex / bike trails network.
- For the 6th time the US XC Nationals were held here January 2-7, 2023.

Executive Director, Big Snow Sports Foundation

January 2021 - present

- Started Big Snow Sports Foundation, a 501(c)(3) created to enhance economic development in the Western UP of Michigan through recreation.
- BSSF is focused on enhancing youth and family access to affordable outdoor recreation under a four season approach.

CEO, Stagecoach Resort

2015 - 2019

- Focused on due diligence, market research and trend analysis for Colorado/ski resort industry.
- Developed Resort land plan, four-season resort recreation and branding concepts. Shared and refined the vision with multiple stakeholders in community and state while building support for Stagecoach.
- The existing ownership has proceeded moving forward with the development plan and investor introduced to project.

General Partner/Manager, Historic Stoner Ranch, Dolores CO

2007 - 2014

- Formed limited liability company with Chicago JLL partner to acquire, manage and develop 320-acre ranch with 1.5 miles of riverfront and 1,250 vertical feet of ski trails in Southwestern Colorado.
- Environmental restoration of Dolores River / ranching property to enhance fishing and overall riparian health. Brand development for a family of consumer lifestyle products.

Continued →

COMMUNITY

2013 - 2014

College Skis,
Fundraiser for Univ. of Colorado
Alpine Ski Team

2008 - 2012

**Steamboat Springs Winter
Sports Club Foundation,**
Board of Directors

2002 - 2007

**Sunnyside Ranch HOA Design
Review Committee,**
Board Member

2000 - 2005

**Sunnyside Ranch
Homeowners Association,**
President

2001 - 2004

**Mountain Village
Metropolitan Services,**
Board Member

1993 - 1999

**Mountain Village Design
Review Board,**
Chairman

1994 - 1999

**Telluride Ski &
Snowboard Club,**
President

1987 - 2006

**Telluride Ski &
Snowboard Club,**
Volunteer Coach

EXPERIENCE

Director of Real Estate, Alyeska Ski Resort

2006 - 2007

- Assisted in acquisition of Alyeska Ski Resort, Alyeska Prince Hotel and Anchorage golf course property from Seibu Inc., and initial planning for new resort development.
- Consulted with & co-managed staff of 600 employees during new ownership transition.
- Strategized with community groups & government agencies to outline future entitlements and expansion of resort.
- Acted as owner representative in business, governmental & community relations outreach roles.

Owner & Managing Director, Telluride Real Estate Corp. (TREC)

1994 - 2007

- Acquired Real Estate division of ski company with four partners to create partners to create Telluride Real Estate Corp., an exclusive Christies Affiliate.
- Brokerage maintained #1 market position with \$250 million sales annually.
- Averaged \$25-\$45 million sales annually in McLean Dwight team sales.
- Selected in 2005 by Hunt Realty Corp. as the exclusive listing agent for Cornerstone, Colorado to launch sale for Greg Norman designed golf community on 6,000 acres near Telluride, Colorado; 30+ lot sales in first year.
- Brokered sale of Telluride Ski & Golf Company to current owner in 2004 for \$46 million.
- Facilitated Bank Midwest/Beat Creek Lodge, 48-unit, \$33 million sell-out in six months.
- Led procurement of Colorado's largest land transaction in 2000 with the sale of Sunnyside Ranch for \$26 million. Total project sales exceeded \$85 million.

Owner/Partner, McLean Maddock, Inc.

1994 - 2005

- Created a design and land development company that developed high-end town homes and residences in the Telluride Mountain Village with a Palm Beach, Florida, partner.
- Developed Lodges on Sundance, the Mountain Village's first log townhome project. Developed Winterleaf and Cabins at Gold Hill, all trailside projects.
- Constructed luxury, custom homes from 1,200-12,000 sq. ft. in the Telluride Region.

Village Managing Broker, Telluride Ski & Golf Company, Real Estate Division

1985 - 1993

- Worked exclusively in developing sales and marketing for the Telluride Mountain Village, resort sales of ski in ski out properties, vertical development of single family and multi family projects.

Broker, Beaver Creek Properties / Vail Associate

1981 - 1985

- Assisted in the initial sales and marketing of new Beaver Creek Village, specialized in new community sales launch.
- Named 1984 Top Homesite Salesperson.
- Trained under & worked for industry leaders Mark Smith & Harry Frampton.

Vail Mountain Ski Patrol Member, Vail Associates, Inc.

1977 - 1981

Please Return Application to:

COUNTY OF HOUGHTON

Controller's Office

401 E. Houghton Avenue, Houghton, Michigan 49931

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

APPLICATION

for

COUNTY BOARDS & COMMISSIONS

NAME: Mark Alan Rhodes II

ADDRESS: 213 Clark St., Houghton, MI 49931

PHONE: 309-303-2100

DATE: 01/09/2024

BOARD OR COMMISSION APPLYING FOR: Planning: Recreation and Culture

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

I believe I could bring valuable perspectives, energy, and skills to the Planning Commission, particularly around recreation and culture. We have some of the greatest historical and recreational sites in the country, and ensuring that they are both accessible and managed sustainably will be necessary for the future of Houghton County. Planning to ensure that we have and hold our cultural and natural resources for future generations is central to the work that I do as a geography professor.

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

- B.A., M.A., and Ph.D. in Geography
- Introduced 2 courses at MTU on Sustainable Tourism and Planning
- Authored the book: *Geographies of Post-Industrial Place, Memory, and Heritage*
- Can design, edit, and publish maps
- Grant-writing (local, state, and federal)
- Chair of the Cultural Geography Specialty Group of the American Association of Geographers (400 members)
- Chair of the Historical Geography Specialty Group of the American Association of Geographers (200 members)

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



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

Dear Mr. Larson and the Houghton County Board of Commission,

I write this letter expressing my interest in serving upon the Houghton County Planning Commission representing local recreation and culture interests. Since 2019 I have lived and worked in the city of Houghton for Michigan Tech as an Assistant Professor of Geography. In that time I have been able to offer MTU's first planning (and second ever tourism) course, Sustainable Tourism and Planning, as well as a course titled Introduction to Sustainable Tourism, and I currently sit on the curriculum committee of our new B.S. in Policy and Community Development which has also designed a new required course titled Community Development and Planning. Now that I have settled into my position and gotten to know and love the region better, I feel as though this is a perfect time to offer my time and energy to the Planning Commission.

While I am not a planner, planning is never-the-less inseparable from the work that I do, and, as a teacher, I ensure students in my courses are aware of and know how to read, interpret, and engage with planning. I teach the introductory Global Issues course at Michigan Tech, and one of their labs includes finding, reading, and evaluating two local planning documents. Many choose Houghton County's Master or Recreational Plan. I also actively teach and conduct research for MTU's Industrial Heritage program, which includes multiple partnerships with area heritage organizations, such as the Keweenaw National Historical Park and its affiliated Keweenaw Heritage Sites. You can visit Gay Schoolhouse Museum's new exhibit on stamp sands as an example of how I integrate my teaching and research into public service (the new interpretive signage at the Painesdale Mine and Shaft site is another great example).

I have a passion for planning, tourism and recreation, and the sustainability of our communities, landscapes, and institutions. While the tourism industry can often be volatile, planning for tourism does not have to only benefit tourists. Having read both the 5-year Recreation and Master Plan drafts for the county, I am particularly supportive of concepts such as aspiring for "complete street" planning, sustainable economic *and* environmental outcomes, modernizing the CMX terminal, and seriously considering our ongoing

population growth in planning decisions. I have lived in smaller communities my entire life (1,400 to 125,000), but I also spend considerable time in, and regularly bring students to, major metropolitan in the US and overseas. I run a train-based sustainable tourism program in the summers where students study tourism and transportation infrastructure. This includes cities such as Sacramento, CA and Portland, OR, but also smaller micropolitan regions, such as Galesburg, IL (population 50,000) and Red Wing, MN (47,500), meeting with planning commissioners, tourism directors, and other public officers before returning to the Houghton Micropolitan area (39,500) to compare practices.

As an active faculty member and researcher at MTU, I am very familiar with grant writing, utilizing multiple forms of clear written, verbal, and visual information, relying upon scientific sources and sound data, and designing and creating maps. All of these are skills I would bring to the Planning Commission.

I am an active user of the Keweenaw's trails and waterways, parks, beaches, art centers, and many historical organizations, but I also look forward to learning from and connecting with recreational and cultural organizations I have not yet encountered.

I can firmly commit the necessary time to being an active and reliable part of the Planning Commission, and I look forward to your decision on my application.

Thank you for your time and labor.

Sincerely,
Mark Rhodes

Dr. Mark Alan Rhodes II, PhD
Assistant Professor of Geography
Department of Social Sciences
Michigan Technological University
1-309-303-2100
marhodes@mtu.edu

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CONFERENCES

UPCOMING MAC CONFERENCES



**April 29-May 1, 2024
Legislative Conference
(with MCMCFC)**

Lansing Center/DoubleTree Hotel, Lansing



**Sept. 24-26, 2024
Annual Conference
(with MCMCFC)**

Grand Traverse Resort, Acme



ARCHITECTS. ENGINEERS. PLANNERS.

January 5, 2024

Mr. Ben Larson
Administrator
Houghton County Courthouse
401 E. Houghton Avenue
Houghton, MI 49931

RE: Amendment to Professional Service
Houghton County - New Offices/Courthouse

Dear Mr. Larson:

Thank you for contacting us to provide professional services to Houghton County for new offices and district courthouse. We have prepared this amendment based on the information provided and discussions with you and Houghton County staff. This amendment represents our understanding of the project, work plan, schedule, and cost of services.

Statement of Understanding

The Houghton County Board of Commissioner's recently purchased a parcel of land in Portage Township on Sharon Avenue. The parcel currently has a structure that is currently used as a church. The long-term vision of the County Board is to relocate the County Courts and Offices to this site and eventually the County Jail. OHM has been asked to meet with County staff 3 more times and further update the recently developed Schematic Design based on comments received during those meetings.

Work Plan

Our work plan includes the tasks required to complete the updating of the schematic design of the project. Specific tasks to complete this project are as follows:

Schematic Design Updating

During Schematic Design, OHM will work closely with representatives of the user groups that will be using the new facility. It is imperative at this stage that the users' needs be clearly defined to assure that the design incorporates spaces that function efficiently and provide aesthetic appeal for years into the future.

- ▼ Meet with Court staff and stakeholders to review the current schematic design and further update it to meet current and projected needs. We anticipate 3 meetings and subsequent drawing updates.
- ▼ Update the preliminary construction cost estimate based off the changes made to the Schematic Design.
- ▼ Submit both the finalized schematic design and updated cost estimate to the County for their use moving into Design Development.

Additional Services

The following services are not included in our compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

- ▼ Master Planning for the Jail, Work Camp, and Circuit Court
- ▼ Environmental Testing and Abatement
- ▼ Interior and Exterior 3-dimensional renderings
- ▼ Interior color sketches (2-dimension) to illustrate finishes



- ▾ Fire alarm and fire sprinkler design
- ▾ Electronic as-built drawings
- ▾ Planning/Zoning review meetings
- ▾ Title search
- ▾ Topographic and Boundary Survey
- ▾ Construction Documents
- ▾ Bidding and Construction Administration

Schedule

The following table outlines the anticipated major project milestones:

TASK	TENTATIVE DATES
Review Meetings	January and February
Schematic Design Updates	January and February
Schematic Plans and Updated Estimate Submittal	February/March

Potential schedule related items that may impact task durations are as follows:

- ▾ Client review times

We are prepared to commence work on this project on upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on a lump sum. basis.

Phase/Task	Cost
Task 1 - Schematic Design – Additional Services	\$5,000

Notes:

1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with Houghton County prior to commencing services.
2. The cost associated with each task assumes authorization and execution of all the tasks.
3. “Lump Sum” fees, as proposed, shall be invoiced at the exact number shown.
4. Items under the Additional Services Task will only be performed if agreed upon with Houghton County and prior written authorization is provided by Houghton County.

Client Responsibilities

- ▾ Houghton County will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▾ Houghton County will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.



Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at jared.hyrkas@ohm-advisors.com or 906-281-5126.

Sincerely,
OHM Advisors

Acceptance
Houghton County

Jared Hyrkas, PE, Senior Project Manager

Ben Larson, Administrator

Attachments: Terms and Conditions

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



SALE OF LAURIUM REAL ESTATE RESOLUTION #24-01

WHEREAS, Houghton County is a municipal corporate body organized and existing pursuant to Article VII, Section 1, of the Michigan Constitution of 1963, and who is statutorily governed by its elected Board of Commissioners.

WHEREAS, the Houghton County Board of Commissioners is legislatively authorized to sell real estate belonging to the County pursuant to the provisions of MCL 46.11(c).

NOW THEREFORE, IT IS HEREBY RESOLVED, at a regular meeting of the Houghton County Board of Commissioners held on January 17, 2024, to authorize and approve the sale of real estate located in the Village of Laurium, County of Houghton and State of Michigan for the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), upon those terms and conditions presented to the Board of Commissioners in a Purchase Agreement between Houghton County and Torch Lake Federal Credit Union. The property being sold is more particularly described as:

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.

IT IS FURTHER RESOLVED, that Tom Tikkanen, Chair of the Houghton County Board of Commissioners, is authorized to sign a warranty deed and all closing documents for the sale of the above-described real estate.

Moved by Commissioner:

Supported by Commissioner:

Roll Call Vote:

Yes:

No:

Motion Carried.

RESOLUTION DECLARED ADOPTED.

Tom Tikkanen, Chairman

Date

Houghton County Board of Commissioners

I, Jennifer Kelly, County Clerk of Houghton County, do hereby certify and set my seal to the above Resolution as adopted January 17, 2024, at the Houghton County Courthouse, 401 East Houghton Avenue, Houghton, MI 49931.

Jennifer Kelly, Houghton County Clerk

STATEMENT



Copper Country Community Mental Health
 901 W. Memorial Drive
 Houghton MI 49931

(906) 482-9400 Ext. 0114

Date:	12/31/2023
Account:	00052

Amount Paid:	
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HOUGHTON COUNTY TREASURER

401 E HOUGHTON AVENUE
 HOUGHTON MI 49931

Payment Terms: NET 30

Deposits Received: \$0.00

^Please return this portion with your payment^

Document No.	Date	Code	Description	Amount	Balance
INV00000030000000154	9/28/2023	SLS	1/12th Appropriation	\$13,707.91	\$13,707.91
INV00000030000000155	10/28/2023	SLS	1/12th Appropriation	\$13,707.91	\$27,415.82
INV00000030000000156	11/28/2023	SLS	1/12th Appropriation	\$13,707.91	\$41,123.73
INV00000030000000157	12/28/2023	SLS	1/12th Appropriation	\$13,707.91	\$54,831.64
				Amount Due:	\$54,831.64

<u>Current</u>	<u>1-30 Days</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>Over 90 Days</u>
\$13,707.91	\$13,707.91	\$13,707.91	\$13,707.91	\$0.00

Codes: SLS = Sales / Invoices
 DR = Debit Memos

CR = Credit Memos
 RTN = Returns

PMT = Payments



Western Upper Peninsula Health Department

1/2/2024

540 Depot St., Hancock, MI 49930
Phone (906) 482-7382, Fax (906) 482-9410

Invoice 9240010

Houghton County
Houghton County Courthouse
Attn: Jennifer Kelly
401 E. Houghton Avenue
Houghton, MI 49931

Fiscal Year 2024 - Second Quarter
January - March 2024

Charge Date	Description	Qty	Unit Price	Amount
1/2/2024	Quarterly Appropriations - Houghton County, January - March 2024	0.00	0.00	\$68,081.00

Payment Terms: Net 30 Days

Please return bottom portion with your payment.

Total: \$68,081.00

Customer ID HTN CTY

Invoice ID 9240010

Customer Name Houghton County

Invoice Date 1/2/2024

Charge Date	Description	Qty	Unit Price	Amount
1/2/2024	Quarterly Appropriations - Houghton County, January - March 2024	0.00	0.00	\$68,081.00

Payment Terms: Net 30 Days

Total: \$68,081.00

Fiscal Year 2024 - Second Quarter
January - March 2024



2950 College Avenue, Escanaba, Michigan 49829 Website: upeda.org
Administrative Office ☎ (906) 789-0558

Dear UPEDA Member:

Thank you for your continued interest in UPEDA. Your membership in this organization helps to enhance, link, and promote the region as a viable location to invest and conduct business; coordinate economic development and imaging of the region; and foster peer-to-peer learning and insight into sustainable practices. Your UPEDA membership is an investment in the future!

We look forward to another successful year in 2024!

Sincerely,
Kathy Reynolds, Chair

Membership Levels:

(# of employees - is for number of employees at local entity applying for membership)

Individual Membership ~ \$50.00
1-10 Employees ~ \$125.00
11-20 Employees ~ \$250.00
21+ Employees ~ \$500.00

- Please make check payable and mail to: UPEDA
2950 College Avenue
Escanaba, MI 49829

UPEDA is a 501(c)3 Non-Profit Corporation. Your membership investment may be tax deductible.
Federal ID Number for UPEDA: 38-3535349

-----**Please clip and return with remittance**-----

Name of Organization: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

Organization Web Site: _____

Representative Name: _____ Email: _____