

BARAGA COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Monday, February 12, 2024-5:00 P.M.

16 N. Third Street, L'Anse, MI 49946

PROPOSED AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
Chairman Eilola, Vice-Chairman Dakota, Commissioner Kent, Commissioner Menge,
and Commissioner Cichosz
2. **APPROVE AGENDA**
3. **APPROVAL OF MINUTES**
Regular Meeting, January 8, 2024
4. **PUBLIC COMMENTS- Agenda Items Only**
5. **TREASURER'S REPORT- INFORMATION ONLY – NO MOTION REQUIRED**
6. **APPROVAL OF BILLS**
 - a. BCMH Trustee Per Diem- \$990.00 (January 2024)
 - b. Approval of County Commissioner and Dept. Bills, \$70,981.76
 - c. Approval of Prepaid Accounts, \$684,694.88
 - d. Approval of Sheriff Dept. Commissary Checking Account, \$20,165.94
7. **UNFINISHED BUSINESS**
Veterans' Affairs Committee, KBIC appointment
8. **ACTION ITEMS**
 - a. BCMH, Report from CEO
 - b. Burt Mason, housing & local zoning petition
 - c. CCMHS, Board Appointment
 - d. DHHS Board, Resignation and Appointment
 - e. 2024 Remonumentation, Contracts
 - f. Human Resources, Roth Deferral Amendment
 - g. Probate Court, overnight travel
 - h. 911 Surcharge Resolution
 - i. Courthouse & Grounds, facility needs assessment
 - j. Sheriff's Department, Taser Purchase
 - k. Covington Township Property, Purchase Agreement
9. **REPORTS OF STANDING COMMITTEES**
10. **INFORMATIONAL ITEMS**
11. **RESOLUTIONS**
12. **COMMISSIONERS COMMENTS**
13. **PUBLIC COMMENTS**
14. **ADJOURNMENT**



18341 US Hwy 41 L'Anse, MI 49946

906-524-3300 www.bcmh.org

Board of Trustee Meeting Attendance - January 2024

Monthly Stipend:

Shirley Younggren	\$100.00
Jim Loman	\$100.00
Carole LaPointe	\$100.00
Cathy Wadaga	\$100.00
Jayne Walbridge	\$100.00
Kate Beer	\$100.00
Burt Mason	\$0

Board Briefing of 01-11-2024:

Shirley Younggren	\$30.00
Jim Loman	\$30.00
Carole LaPointe	\$0
Cathy Wadaga	\$30.00
Jayne Walbridge	\$30.00
Kate Beer	\$30.00
Burt Mason	\$30.00

Regular Board Meeting of 1-16-23:

Shirley Younggren	\$30.00
Jim Loman	\$30.00
Carole LaPointe	\$30.00
Cathy Wadaga	\$30.00
Kate Beer	\$30.00
Jayne Walbridge	\$30.00
Burt Mason	\$30.00

Special Board Meeting of 01-26-2024:

Shirley Younggren	\$30.00
Jim Loman	\$30.00
Carole LaPointe	\$30.00
Cathy Wadaga	\$30.00
Kate Beer	\$30.00
Jayne Walbridge	\$30.00
Burt Mason	\$30.00

Medical Control Authority Mtg: none

Shirley Younggren	\$0.00
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Checks Written 1/1/2024 to 1/31/2024

Printed 2/1/2024 11:58:14 AM

Number	Date	ID	Comment	Amount
2434	1/4/2024		Stellar Services	\$4361.74
2435	1/4/2024		Pepsi Cola of Houghton Inc.	\$1092.00
2436	1/4/2024		Pats Foods	\$81.80
2437	1/4/2024		97th District Court Houghton County	\$1500.00
2438	1/4/2024		97th District Court Baraga County	\$300.00
2439	1/4/2024	4779	KBIC Tribal Court	\$48.51
2440	1/4/2024		97th District Court Baraga County	\$500.00
2441	1/5/2024	4779	April Dowd	\$50.00
2442	1/6/2024		97th District Court Baraga County	\$100.00
2443	1/6/2024		97th District Court Baraga County	\$500.00
2444	1/7/2024		97th District Court Baraga County	\$300.00
2445	1/11/2024		97th District Court Baraga County	\$2500.00
2446	1/12/2024		Pepsi Cola of Houghton Inc.	\$815.20
2447	1/12/2024		Axon Enterprise, Inc.	\$662.24
2448	1/12/2024		Stellar Services, LLC	\$1180.59
2449	1/19/2024		97th District Court Baraga County	\$300.00
2450	1/19/2024		12th Circuit Court	\$500.00
2451	1/22/2024		97th District Court Baraga County	\$300.00
2452	1/22/2024		97th District Court Baraga County	\$100.00
2453	1/22/2024		Baraga County Treasurer	\$699.99
2454	1/25/2024		97th District Court Baraga County	\$300.00
2455	1/25/2024		97th District Court Baraga County	\$300.00
2456	1/30/2024		97th District Court Baraga County	\$688.00

Checks Written 1/1/2024 to 1/31/2024

Number	Date	ID	Comment	Amount
2457	1/30/2024		Stellar Services	\$1366.49
2458	1/30/2024	6226	JAREN JEROME FORCIA	\$49.50
2459	1/31/2024		Baraga County Treasurer	\$1569.88
				<u>\$20165.94</u>

Resident Balances On 1/31/2024

Printed: Thursday, February 1, 2024
Printed By JBROGAN

ID	Name	Amount
2232 *	Denomie, Cheryl L	\$0.25
2424 *	Emery, Anthony A	\$0.77
2631 *	Denomie, Bruce M	\$0.63
2668 *	Selden, Gerald L	\$0.53
3442	MCINTYRE, KEVIN J	\$10.52
3450 *	Dompier, Kerri J	\$3.98
3557 *	Morseau, Angel D	\$1.82
3580 *	Decota, Stacy L	\$1.10
3747 *	Minton-Loonsfoot, Peggy L	\$0.55
3753 *	MAKI, JACOB C	\$8.59
3840 *	Supanich-Foy, Jessica R	\$4.40
3892 *	GAUTHIER, TRAVIS J	\$0.05
3931	COTE, BRANDON J	\$0.00
4079 *	DEAN, KYLE L	\$22.00
4089	Lamson, Brandon A	\$50.34
4229 *	Loonsfoot-Kelly, Teri B	\$0.60
4261 *	Ochoa, Brian J	\$1.00
4344 *	Lokers, Steven J	\$1.33
4385 *	Lister, Julie L	\$1.14
4477 *	Roberts, Troy J	\$8.53
4548 *	THOMPSON, RONALD F	\$0.26
4566 *	Gray Jr, Edward E	\$3.24
4567	White, Aaron J	\$0.03
4591 *	Sherman, Nathan E	\$0.41
4619 *	LUNDGREN, ADAM J	\$8.00
4622 *	Paquin, David J	\$1.50
4657 *	DRIFT, TIARA M	\$1.96
4740 *	Strong, Danika R	\$0.68
4779	Tolonen, Tyler J	\$1457.16
4796 *	Uren, Michael J	\$0.36
4812 *	Decota, Shanna M	\$1.17



COPPER COUNTRY MENTAL HEALTH SERVICES

SERVING BARAGA, HOUGHTON, KEWEENAW & ONTONAGON COUNTIES

January 29, 2024

Ms. Wendy Goodreau, Baraga County Clerk
Baraga County Courthouse
2 S. Main Street
L'Anse, MI 49946

RE: Copper Country Mental Health Board Member Re-Appointment(s)

Dear Ms. Goodreau,

The terms for **Michael Koskinen** and **Gale Eilola**, as members of the Copper Country Mental Health Services Board of Directors, expires on March 31, 2024. Both of these Board members have provided years of valuable service as a Board member for our agency and are willing to continue serving.

Copper Country Mental Health Services is requesting that the Baraga County Commissioners re-appoint Michael Koskinen and Gale Eilola for a three-year term beginning April 1, 2024 and ending March 31, 2027.

Please feel free to contact me at (906) 482-9400 or admindept@cccmh.org if you have any questions or need any further information. Thank you for your assistance in this process.

Sincerely,

Mike Bach, Executive Director
Copper Country Mental Health Services

/ac

Baraga County	Houghton County	Keweenaw County	Ontonagon County	Training & Prevention
BARAGA CO. CENTER 15644 Skanee Road L'Anse, MI 49946 (906) 524-5885 Fax: (906) 524-5866	RICE MEMORIAL CENTER 901 West Memorial Drive Houghton, MI 49931 (906) 482-9400 Fax: (906)-482-9794	CALUMET (CLK) CENTER 56938 Calumet Avenue Calumet, MI 49913 (906) 337-5810 Fax: (906) 337-2108	ONTONAGON CO. CENTER 515 Quartz Street Ontonagon, MI 49953 (906) 884-4804 Fax: (906) 884-4856	THE INSTITUTE 900 West Sharon Avenue Houghton, MI 49931 (906) 482-4880 Fax: (906) 482-7657

Resignation from Baraga County Human Services Board

2 messages

Carole LaPointe <calapoin552@gmail.com>
To: Wendy Goodreau <goodreauw@baragacounty.org>

Tue, Feb 6, 2024 at 5:12 PM

Good Afternoon Wendy,
I am regretfully resigning from the Baraga County Human Services Board.

I am unable to attend meetings because of employment obligations.

It has been a great pleasure to serve on this board.

Sincerely,

Carole LaPointe

Wendy Goodreau <goodreauw@baragacounty.org>
To: Carole LaPointe <calapoin552@gmail.com>

Wed, Feb 7, 2024 at 8:10 AM

Carole, thank you for the time that you have served on the DHHS board for Baraga County. I will present your resignation to the Board on Monday.

Wendy J. Goodreau
Baraga County Clerk/Register of Deeds
2 South Main Street
L'Anse, MI 49946
906.524.6100 extension 301
keweenawbay.org

Baraga County is an equal opportunity provider and employer.

CONFIDENTIALITY NOTICE: This email, including attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or otherwise protected by law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies and the original message.

DISCLAIMER: Every effort has been made to provide accurate information, however, the Baraga County Register of Deeds specifically disclaims any responsibility for incompleteness or inaccuracy and advises the requesting party to seek the assistance of legal counsel or a title company to assure completeness and accuracy.

[Quoted text hidden]

PROFESSIONAL SERVICES AGREEMENT
2024 Grant
Monumentation and Remonumentation

This AGREEMENT is made this 13th day of March, 2024 by and between the County of Baraga, L'Anse, MI 49946 and Chris Nielson (CHN Surveying) (SURVEYOR), 19582 McKinley Street, Hancock, MI 49930 (ADDRESS).

Section 1 - Scope of Work

1.1 Basic Services

1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as describe in Exhibit A which is attached to and made part of this AGREEMENT.

1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated thereunder and the Baraga County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on June 24, 1992.

1.1.3 The SURVEYOR, when feasible, shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.

1.1.4 The SURVEYOR will provide monthly written progress reports to the County by the 10th day of each month, supply any corner reports for presentation to the Peer Review Group, and attend meetings when the corner reports are reviewed.

1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to; preparation of State progress reports, grant application (s) and Plan amendments.

Section 2 - County Responsibilities

- 2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.
- 2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.
- 2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated thereunder which may affect the provision of services.
- 2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners pursuant to this AGREEMENT.

Section 3 - PAYMENT

- 3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, which is attached to and made part of this AGREEMENT.

Section 4 - Term of Agreement

- 4.1 This AGREEMENT shall remain in full force and effect until December 31, 2024
- 4.2 The SURVEYOR agrees that time is of the essence of this AGREEMENT. The work described in Exhibit A shall be commenced promptly and shall be carried on with dispatch and in such manner as to be fully and completely performed on or before November 15, 2024.
- 4.3 If the SURVEYOR is unavoidably delayed in fulfilling the Contract due to reasons listed below, the SURVEYOR may, in writing, within 7 days following the date such cause or delay occurred, request an extension of time. Extensions approved shall be as the COUNTY adjudges to be just and reasonable. Reasons for extensions are:

Delay or suspension of work by COUNTY for causes other than negligence, faulty work, failure or refusal to carry out the provisions of the contract or the orders of the COUNTY. Delays due to unforeseen causes beyond the control and without the fault or negligence of the SURVEYOR, including but not restricted to: acts of God, acts of public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, labor dispute, or extraordinary delays in delivery of materials.

Section 5 - General Requirements. The SURVEYOR shall comply with the following general requirements.

5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.

5.2 The SURVEYOR and all of its subcontractors are responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations.

5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT or any benefit that arises therefrom.

5.4 The SURVEYOR shall report to the State Contracting Office within five days after the end of each month that this AGREEMENT is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

5.5 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY. SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Permits and Regulations. The SURVEYOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of work.

5.6 Insurance. Prior to commencement of the work, the SURVEYOR shall purchase and maintain during the term of the project such insurance as will protect SURVEYOR and the COUNTY from claims arising out of the work described in this contract and

performed by the SURVEYOR, Subcontractor(s) or Sub-subcontractor(s) consisting of the following:

Workers Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this AGREEMENT; disability benefit laws, if any; or Federal Compensation Acts, if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

All premises and operations. Explosion, collapse and underground damage Contractor's Protective coverage for independent contractors or subcontractors employed by him. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carriers, though not necessarily in one policy.

Notice of Cancellation or Intent not to Renew. Policies will be endorsed to provide that at least 30 days written notice shall be given to the COUNTY of cancellation or of intent not to renew.

Evidence of Coverage. The COUNTY reserves the right to request complete Certificates of Insurance if deemed necessary to ascertain details of coverage.

Limits of Liability. The required limits for insurance coverage requested shall be not less than the following:

Comprehensive General Liability

Bodily Injury – Each Occurrence	\$500,000
Bodily Injury – Aggregate (Completed Operations)	\$500,000
Property Damage – Each Occurrence	\$100,000
Property Damage – Aggregate or Combined single limit	\$1,000,000

Comprehensive Automobile Liability

Bodily Injury	\$300,000
Property Damage or	\$100,000
Combined single limit	\$1,000,000

5.7 Labor Laws and Ordinances. The SURVEYOR shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work and all the laws and requirements of the COUNTY regulating or applying to public improvements.

Section 6 – Arbitration.

All matters in dispute arising from this AGREEMENT shall be promptly submitted to arbitration upon demand by either party to the dispute. The SURVEYOR shall not delay the work because arbitration proceedings are pending, unless he shall have written permission from the COUNTY to do so and such delay shall not extend beyond the time when the arbitrators shall have an opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute.

No one shall be qualified to act as an arbitrator who has directly or indirectly any financial interest in the SURVEYOR or has any business or family relationship with the COUNTY or SURVEYOR. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY.

Section 9 –

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

Section 10 –

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled by a duly executed, written instrument.

Section 11 –

The *Locus* of this AGREEMENT is Baraga County, Michigan. This AGREEMENT shall be interpreted in accordance with the laws of the State of Michigan.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

FOR THE COUNTY

FOR THE SURVEYOR

CHAIRMAN

AUTHORIZED REPRESENTATIVE

DATE

DATE

2024 REMONUMENTATION PLAN CHN SURVEYING

T49N-R33W
L'ANSE TOWNSHIP

CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

MARKER POSTS =17
MONUMENTS = 17

G12, G13
H13
I12, I13
J11, J13
K10, K11, K12, K13
L11, L13
M8, M10, M12, M13

TOTAL = 17 CORNERS

4 COMMON CORNERS: COVINGTON TOWNSHIP T49N-R32W

A8, A10, A12, A13

1 COMMON CORNERS: COVINGTON TOWNSHIP T48N-R32W

A1

TOTAL CORNERS TO BE MONUMENTED INCLUDING COMMON CORNERS

TOTAL = 17 Corners, 5 common corners

\$1,273.59 x 17 corners = \$21,651.00

2024 Grant
Monumentation and Remonumentation

This AGREEMENT is made this 14th day of March, 2024 by and between the County of Baraga, L'Anse, MI 49946 and U.P. Engineers & Architects, Inc. (SURVEYOR), 100 Portage Street, Houghton, MI 49931 (ADDRESS).

Section 1 - Scope of Work

1.1 Basic Services

1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as describe in Exhibit A which is attached to and made part of this AGREEMENT.

1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated thereunder and the Baraga County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on June 24, 1992.

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- 4.3 If the SURVEYOR is unavoidably delayed in fulfilling the Contract due to reasons listed below, the SURVEYOR may, in writing, within 7 days following the date such cause or delay occurred, request an extension of time. Extensions approved shall be as the COUNTY adjudges to be just and reasonable. Reasons for extensions are:

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Permits and Regulations. The SURVEYOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of work.

5.6 Insurance. Prior to commencement of the work, the SURVEYOR shall purchase and maintain during the term of the project such insurance as will protect SURVEYOR and the COUNTY from claims arising out of the work described in this contract and

performed by the SURVEYOR, Subcontractor(s) or Sub-subcontractor(s) consisting of the following:

Workers Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this AGREEMENT; disability benefit laws, if any; or Federal Compensation Acts, if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

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Property Damage – Aggregate or Combined single limit	\$1,000,000

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Bodily Injury	\$300,000
Property Damage or	\$100,000
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Section 6 – Arbitration.

All matters in dispute arising from this AGREEMENT shall be promptly submitted to arbitration upon demand by either party to the dispute. The SURVEYOR shall not delay the work because arbitration proceedings are pending, unless he shall have written permission from the COUNTY to do so and such delay shall not extend beyond the time when the arbitrators shall have an opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute.

No one shall be qualified to act as an arbitrator who has directly or indirectly any financial interest in the SURVEYOR or has any business or family relationship with the COUNTY or SURVEYOR. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY.

Section 9 –

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

Section 10 –

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled by a duly executed, written instrument.

Section 11 –

The *Locus* of this AGREEMENT is Baraga County, Michigan. This AGREEMENT shall be interpreted in accordance with the laws of the State of Michigan.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

FOR THE COUNTY

FOR THE SURVEYOR

CHAIRMAN

AUTHORIZED REPRESENTATIVE

DATE

DATE

2024 REMONUMENTATION PLAN UPEA Inc.

T49N-R33W
L'ANSE TOWNSHIP

CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

MARKER POSTS =17
MONUMENTS = 17

B13
C12, C13
D13
E12, E13
F13

TOTAL= 7 CORNERS
(5 common corners T48N – R33W, B1, C1, D1, E1, F1)

T48N-R33W
COVINGTON TOWNSHIP

A2, A3,
B3
C2, C3
D3
E2, E3
G2, G3

TOTAL = 10 CORNERS

(2 common corners T48N – R34W, M2,M3)

TOTAL OF ALL = 17 CORNERS AND 7 COMMON corners

\$1,273.59 x 17 corners = \$21,651.00

This form must be completed and signed by the Plan Sponsor or
Authorized Third Party Administrator.

Plan Sponsor Source Addition Contribution Form

To better serve you and your participants, please complete and return this form. (We will automatically update any prior information with the information submitted on this form.) *Please print.*

Name of Employer Baraga County

Name of Plan Baraga County 457b Deferred Compensation Plan Plan # _____

Who **within your organization** is responsible for the daily administration of your plan? This would include (but not limited to) such duties as reviewing and approving loan applications, hardship withdrawal requests, etc. If the responsibility for these duties has been outsourced, please complete the third-party administrator information below.

Name: _____

Title: _____ Telephone: _____

Email: _____

THIRD-PARTY ADMINISTRATOR (TPA) (if applicable)

Name of TPA: _____

Street Address: _____ City: _____

State: _____ Zip: _____ Telephone: _____ Fax: _____

Name of Primary Contact: _____ Title: _____

Email: _____

CONTRIBUTION PROCESSING

In the event that we have questions regarding your contribution remittance, the following information will aid us in promptly reaching the appropriate person to facilitate the processing of your retirement plan contributions.

How do you send your contribution remittances to Orion Portfolio Solutions? (*Please choose one*)

☒ Contributions are sent directly from our organization's payroll department

Contact for Remittance Purposes: _____

Title: _____ Telephone: _____

Email: _____

☐ Contributions are sent on our behalf by our payroll provider/service

Name of Payroll Provider/Service: _____

Contact: _____

Title: _____ Telephone: _____

Email: _____

- ☐ Contributions are sent on our behalf by a common remitter (or similar) service

Name of Common Remitter: _____

Contact: _____

Title: _____ Telephone: _____

Email: _____

- ☐ Contributions are sent on our behalf by our third party administrator (TPA). *Note: If this is the same information as provided on the previous page, write "SAME."*

Name TPA: _____

Contact for Remittance Purposes: _____

Title: _____ Telephone: _____

Email: _____

CONTRIBUTION SOURCE TYPES

To aid us in the addition and setup of the new source(s) for your plan, please check the following contribution source(s) being added.

Please check only the sources being added.

☒ Employee Pre-Tax Deferrals (includes age 50+ catch up) (-01)

☐ Employer Pre-Tax Match (-02)

☐ Employee Non-Elective (-04)

☒ Roth 457(b) (Employee after-tax) (-08)

☒ Unrelated Rollover (-13)

☒ Related Rollover (-24)

**No Roth source rollovers/transfers/exchanges may be accepted at this time.*

I hereby authorize Orion Portfolio Solutions to release, exchange and/or disclose information as requested by and from the above named contacts, third-party administrator, and their agents, as it relates to the day to day operation of our plan during the course of the relationship established by the Custodial Agreement.

Form Completed By:

Print Name

Signature

Date

For questions regarding this form please contact: Client Services 1-800-379-2513,
You may fax your completed form to Attn: Client Services 1-859-426-2050

**GOVERNMENTAL 457(b) PLAN
ROTH DEFERRAL AMENDMENT**

Instructions

This Amendment that adds the ability to make Roth elective deferrals to an existing governmental 457(b) plan. The Amendment assumes that the 457(b) plan provides for elective deferrals.

This Amendment does not provide for in-plan Roth rollovers. A separate amendment will allow an employer to add that feature.

*In addition to the Amendment, we have provided a sample Resolution (to adopt the Amendment) and a sample Summary of Material Modifications (SMM). While governmental plans are not subject to Title I of ERISA and therefore are not subject to the summary plan description or SMM requirements, we include the SMM language for an employer that provides an SPD or similar communication to participants. **The SMM and forms must be modified to match the terms of the Plan being amended.***

**GOVERNMENTAL 457(b) PLAN
ROTH DEFERRAL AMENDMENT**

PREAMBLE

- 1.1 Adoption and effective date of amendment. The Employer adopts this Amendment to reflect Code Section 402A, as amended by the Small Business Jobs Act of 2010 ("SBJA"). This Amendment is intended as good faith compliance with the requirements of Code Section 402A and guidance issued thereunder, and this Amendment shall be interpreted in a manner consistent with such guidance. This Amendment shall be effective as of the date selected below.
- 1.2 Eligible governmental 457 plan. The Employer is an eligible employer as defined in Code §457(e)(1)(A).
- 1.3 Supersession of inconsistent provisions. This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

**ARTICLE II
ADOPTION AGREEMENT ELECTIONS**

- 2.1 **Effective Date.** Roth Elective Deferrals are permitted under the Plan as of _____ (enter a date no earlier than January 1, 2011).
- 2.2 **Unforeseeable emergency.** If the Plan permits distributions of Elective Deferrals on account of an unforeseeable emergency, may a Participant receive such a distribution of Roth Elective Deferrals?
- a. ☐ N/A. The Plan does not permit distributions of Elective Deferrals on account of an unforeseeable emergency.
- b. ☐ No, Roth Elective Deferrals may not be withdrawn on account of an unforeseeable emergency.
- c. ☒ Yes, Roth Elective Deferrals may be withdrawn on account of an unforeseeable emergency subject to the same conditions that apply to Pre-tax Elective Deferrals.

**ARTICLE III
ROTH ELECTIVE DEFERRALS**

- 3.1 Roth Elective Deferrals are permitted. The Plan's definitions and terms shall be amended as follows to allow for Roth Elective Deferrals as of the effective date entered at 2.1. Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals for all Plan purposes except as provided in Article II of this amendment. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.
- 3.2 Elective Deferrals. "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement. As of the effective date entered at 2.1, the term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.
- 3.3 Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Elective Deferrals which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her deferral election. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses

attributable to those Pre-Tax Elective Deferrals. All Elective Deferrals prior to this amendment are Pre-Tax Elective Deferrals.

- 3.4 Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Elective Deferrals that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her deferral election. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral. Roth Elective Deferrals are not considered Employee Contributions for Plan purposes.
- 3.5 Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.
- 3.6 Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.
- 3.7 Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.
- 3.8 Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code Section 402A(e)(1) or to a Roth IRA as described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

3.8.1 The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

3.8.2 The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying

the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

3.8.3 The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the plan, even if the amounts are distributed at the same time.

- 3.9 Automatic Enrollment. If the Plan utilizes an automatic enrollment feature (i.e., in the absence of an affirmative election by a Participant, a certain amount of Compensation will automatically be contributed to the Plan as an Elective Deferral), then such contribution shall be a Pre-Tax Elective Deferral.
- 3.10 Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority not reflected in this amendment. Any applicable regulations or other binding authority shall supersede any contrary provisions of this Amendment

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: Baraga County 457b Plan

Name of Employer: Baraga County, MI.

By: _____
EMPLOYER

Date signed: _____

CERTIFICATE OF GOVERNMENTAL ENTITY ADOPTION RESOLUTION

The undersigned [Secretary] of Baraga County, MI. (the Employer) hereby certifies that the following resolutions were duly adopted by the [governing body] of the [Employer] on _____, _____, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that Amendment Number 01 to the Baraga County 457b Plan Plan (the Amendment) effective _____, _____, presented at this meeting to the [governing body] is hereby approved and adopted and that the proper [officers] of the [Employer] are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Amendment.

RESOLVED, that the proper [officers] of the [Employer] shall act as soon as possible to notify Plan Participants of the adoption of this Amendment by delivering to each Participant a copy of the summary description of the changes to the Plan in the form of the Summary of Material Modifications presented at this meeting to the [governing body], which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B respectively, are true copies of the Amendment and Summary of Material Modifications approved and adopted in the foregoing resolutions.

[Secretary]

Date: _____

**SUMMARY OF MATERIAL MODIFICATIONS
for the**

Baraga County 457b Plan
(Name of Plan)

(Date)

(1) **General.** This is a Summary of Material Modifications regarding the Baraga County 457b Plan ("Plan"). This Summary of Material Modifications supplements the Summary Plan Description ("SPD") previously provided to you. You should retain this document with your copy of the SPD.

(2) **Employer Information.** The legal name, address and Federal employer identification number of the Employer are:

Baraga County, MI.

EIN: _____

101 N. Mainstreet

Lanse, MI. 49946

(3) **Summary Description of Modification.** Below is a summary of the modification made to our Plan.

Ability to make Roth Deferrals

Beginning _____, you will have a new way to save money in our 457 Plan—money which will not be taxed when you take a Plan distribution. This new way for you to defer money into our Plan is called a "Roth deferral."

You will be able to continue making deferrals as you always have (these are pre-tax deferrals and are referred to as Regular deferrals), or you may make the new Roth deferral. If you make a Regular deferral, then your taxable income is reduced by the deferral contribution so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Regular deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

With a Roth deferral, you must pay current income tax on the deferral contribution. If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral, but the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be distributed tax-free, there must be a *qualified* distribution from your Roth deferral account.

In order to be a *qualified* distribution, the distribution must occur after one of the following: (1) your attainment of age 59½, (2) your disability, or (3) your death. *In addition*, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to our Plan (or to another governmental 457(b) plan, a 401(k) plan or a 403(b) plan if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you make your first Roth deferral under this Plan on

November 30, 2011, your participation period will end on December 31, 2015. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth deferral account is *not* a qualified distribution, the earnings distributed with the Roth deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or to another governmental 457(b) plan, a 401(k) plan or a 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

Whenever you receive a distribution, the Administrator will deliver to you a more detailed explanation of your options. However, the tax rules are very complex and you should consult with qualified tax counsel before making a choice.

Treatment of Roth deferrals under our Plan

Roth deferrals are generally treated in the same manner as Regular deferrals. This means that these amounts are always fully vested and are subject to the distribution restrictions and provisions set forth in the Summary Plan Description and Plan.

[MODIFY THE FOLLOWING PROVISIONS TO CONFORM TO THE PROVISIONS SELECTED IN THE AMENDMENT AND THE PLAN. IF Roth Deferrals are treated under the Plan in the same manner as pre-tax deferrals, then delete all of the language below. Otherwise, retain the bulleted items where Roth Deferrals are treated differently than pre-tax deferrals.]

However, there are some additional restrictions that apply to amounts in your Roth deferral account.

- You may not take a loan from your Roth deferral account.
- The Plan permits you to withdraw your Regular deferral contributions on account of an unforeseeable emergency. However, you may not receive an unforeseeable emergency distribution from your Roth deferral account.

Madeline R. Barnett <barnettm@baragacounty.org>

Hyatt Place Lansing – East - Confirmation - MADDIE BARNETT - 13-Feb-2024 - 84869**Hyatt Hotels** <no-reply@t1.hpe-esp.hyatt.com>
To: BARNETTM@baragacounty.org

Mon, Feb 5, 2024 at 8:45 AM

Your reservation is confirmed.

Customer Service**Reservation Confirmation**

109.65 per night
Check in Feb 13
Check out Feb 15

Confirmation Number: #84869

Reward your spirit of adventure

You'll earn a night on us for every 5 unique brands
you visit with the Brand Explorer Award.[Learn more](#)

Hyatt Place Lansing – East

2401 Showtime Drive
Lansing, MI 48912, US

+1 517 679 7600

Check-In

Date: Tuesday, 13-Feb-2024

Time: 03:00 PM

Checkout

Date: Thursday, 15-Feb-2024

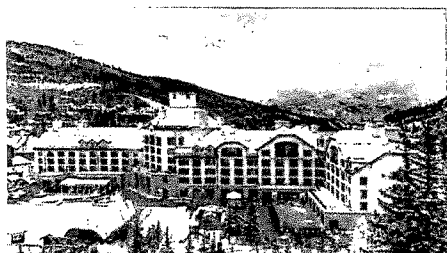
Time: 12:00 PM

Safety first, wellbeing always

Hyatt's Global Care & Cleanliness Commitment focuses on the safety and wellbeing of our guests and colleagues and builds on our existing rigorous safety and cleanliness protocols.

[Learn more](#)

Members save more



Save up to 15% at participating Hyatt hotels and resorts around the world.

[Learn more](#)

Manage your Stay

We look forward to welcoming you to our hotel. Please let us know if there is anything we can do to help you make the most of your time away.

Modify Reservation

Add Reservation

Cancel Reservation

Customer Service

Contact us any time you need

Connect on any device

OUR LOBBY. EARN FREE STAYS, ROOM UPGRADES, MEMBER
DISCOUNTS WITH WORLD OF HYATT.

Guest Name: MADDIE BARNETT

Number of Adults: 2

Number of Children: 1

Room(s) Booked: 1

Room Type: 2 QUEENS

Room Description:

Standard Queen Room: Free WiFi: 42in TV: Hyatt Grand Bed: Cozy Corner Sofa-Sleeper

Nightly Rate per Room:

February 13 - February 14 - 109.65 US DOLLARS

Type of Rate: STATE GOVERNMENT

Rate Information:AVL for State Government employees only. Must have ACTIVE State ID at check in. Rate is eligible to earn points and tier credit.

Additional Tax, Fees and Service Charges:

STATE TAX: 6.000%

OCCUPANCY TAX: 7.000%

CANCELLATION POLICY:

11:59PM HOTEL TIME 2 DAYS BFR ARRV OR PAY 1 NIGHT FEE /CCARD RQRD

Reservations confirmed or changed by World of Hyatt Explorist or Globalist members can be cancelled until 11:59 pm the day before arrival, when the hotel's cancellation period stated above is not more than 48 hours. This 24-hour cancellation period benefit is not valid for stays at Hyatt Residence Club or Miraval resorts. It also does not apply: (i) to prepaid or non-refundable rates; (ii) when the cancellation period stated above is more than 48 hours; or (iii) for reservations booked at



GRETCHEN WHITMER
GOVERNOR

State of Michigan
STATE 911 COMMITTEE
LANSING

JEFF TROYER
CHAIR

February 1, 2024

Dear County Coordinator:

The following communication has been sent to your County Clerk regarding county 911 surcharges.

Under MCL 484.1714(1)(g), the State 911 Committee (SNC) is required to provide notice to communication providers of the 911 surcharges in Michigan. This includes the counties' 911 operational surcharges and the state 911 fee.

MCL 484.1401b allows a county board of commissioners to assess up to \$0.42 a month by commissioner resolution.

If a county commission determines it is necessary for the county to enact a local surcharge that is more than \$0.42 per month **and** in excess of the monthly amount approved for the county by the Michigan Public Service Commission (MPSC) under U-15489, the voters of the county must approve the increased surcharge.

For an increase to be effective beginning July 1, 2024, the county must have a current ballot proposal that has been passed, validated, and submitted with the SNC-500 no later than May 15, 2024. **If the May 2024 date is missed, the next surcharge effective change date is July 2025.** Please refer to your county's legal counsel for details for proper county commission action to place a question on a local ballot.

*If the county is collecting a 911 surcharge between July 1, 2024, and June 30, 2025, based on a ballot proposal, **at a minimum**, that ballot proposal **must be valid** for at least **the entire collection period** between July 1, 2024, and June 30, 2025, on the statutory due date of May 15, 2024.*

To make the proper notice to the communication providers about the counties' 911 surcharges, please follow one of the options below:

1. Not collecting a local surcharge

If the county is **not** going to collect a local 911 operational surcharge between July 1, 2024, and June 30, 2025, please provide a letter to the State 911 Office **no later than 4 p.m. on Wednesday, May 15, 2024**, stating the county will **not** be collecting the local 911 surcharge. Please upload with the electronic SNC-500 form in MiSNAP.

Please use Template A for this option.

2. Continue collecting a surcharge with no changes

If the county is going to **continue collection** of its current local 911 surcharge, with **no change** in the present amount, between July 1, 2024, and June 30, 2025, please provide a letter to the State 911 Office **no later than 4 p.m. on Wednesday, May 15, 2024**, stating the county is going

Association of Public Safety Communications Officials • Commercial Mobile Radio Service • Department of Licensing and Regulatory Affairs
Department of State Police • Deputy Sheriff's Association • Fraternal Order of Police • Michigan Association of Ambulance Services
Michigan Association of Chiefs of Police • Michigan Association of Counties • Michigan Communications Directors Association
Michigan Association of Fire Chiefs • Michigan Professional Firefighters Union • Michigan Public Service Commission • Michigan Sheriff's Association Michigan State
Police Troopers Association • National Emergency Number Association • Telecommunications Association of Michigan • Upper Peninsula Emergency Medical Services
• Members of the general public appointed by the Governor, Speaker of the House, and Majority Leader of the Senate

Template A

[COUNTY LETTERHEAD]

[DATE]

Please be advised that [COUNTY NAME] is not collecting a local 911 surcharge from July 1, 2024, through June 30, 2025.

[COUNTY 911 COORDINATOR OR COUNTY CLERK NAME/SIGNATURE]

Template C

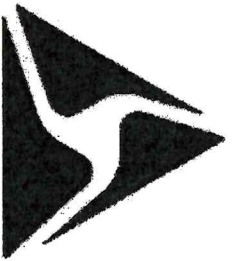
[COUNTY LETTERHEAD]

[DATE]

Please be advised that [COUNTY NAME] will continue collection of its ballot-supported 911 surcharge of [AMOUNT] with no change in the amount from July 1, 2024, through June 30, 2025.

The current ballot proposal is valid (at a minimum) between July 1, 2024, and June 30, 2025.

[COUNTY 911 COORDINATOR OR COUNTY CLERK NAME/SIGNATURE]



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-541301-45301.582CK

Issued: 01/10/2024

Quote Expiration: 03/29/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 129720

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Baraga County Sheriff's Office - MI 940 US Highway 41 Lanse, MI 49946-1348 USA	Baraga County Sheriff's Office - MI 940 US Highway 41 Lanse, MI 49946-1348 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Charles Kamps Phone: (480) 930-4327 Email: ckamps@axon.com Fax:	Jon Boever Phone: (906) 524-6177 Email: boeverj@baragacounty.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$25,372.00
ESTIMATED TOTAL W/ TAX	\$27,623.89

Discount Summary

Average Savings Per Year	\$2,095.80
TOTAL SAVINGS	\$10,479.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$5,074.40	\$450.39	\$5,524.79
May 2025	\$5,074.40	\$450.39	\$5,524.79
May 2026	\$5,074.40	\$450.39	\$5,524.79
May 2027	\$5,074.40	\$450.39	\$5,524.79
May 2028	\$5,074.40	\$450.33	\$5,524.73
Total	\$25,372.00	\$2,251.89	\$27,623.89

Quote Unbundled Price:	\$35,851.00
Quote List Price:	\$26,872.00
Quote Subtotal:	\$25,372.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	5	60	\$111.17	\$81.24	\$76.24	\$22,872.00	\$2,251.89	\$25,123.89
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Total							\$25,372.00	\$2,251.89	\$27,623.89

Firearms and Ammunition Excise Tax

Item	Description	Taxable Amount	FAET Rate	FAET Amount
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	\$6,904.75	10.00%	\$690.47
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	\$1,392.25	11.00%	\$153.15
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$1,608.00	11.00%	\$176.88
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$321.60	11.00%	\$35.37
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$160.80	11.00%	\$17.69
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$321.60	11.00%	\$35.38
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$160.80	11.00%	\$17.69
Total				\$1,126.63

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	5	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	5	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	5	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	30	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	50	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARI AND HOLSTER - RH	5	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	5	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	05/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	05/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	40	05/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	05/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	40	05/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	05/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	40	05/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	05/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	40	05/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	5	06/01/2024	05/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	5	06/01/2024	05/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	5
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	5	05/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	5	05/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	05/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	05/01/2025	05/31/2029

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	5	\$4,574.40	\$450.39	\$5,024.79
Total				\$5,074.40	\$450.39	\$5,524.79

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	5	\$4,574.40	\$450.39	\$5,024.79
Total				\$5,074.40	\$450.39	\$5,524.79

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	5	\$4,574.40	\$450.39	\$5,024.79
Total				\$5,074.40	\$450.39	\$5,524.79

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	5	\$4,574.40	\$450.39	\$5,024.79
Total				\$5,074.40	\$450.39	\$5,524.79

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	5	\$4,574.40	\$450.33	\$5,024.73
Total				\$5,074.40	\$450.33	\$5,524.73

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



PURCHASE AGREEMENT

By signing this purchase agreement, Wild River Properties, LLC, a Wisconsin limited Liability Company authorized to do business in Michigan, whose address is 3834 Hidden Trail, Oneida, WI 54155- 9076, ("Seller"), and The County of Baraga, a municipal subdivision of the State of Michigan, whose address is 2 South Main Street, L'Anse, MI 49946, ("Buyer"), agree to sell and purchase the following real estate located in Covington Township, Baraga County, Michigan, described as:

See Attached Exhibit A for Legal Descriptions

(the "Property"), together with all improvements and appurtenances, and subject to easements, reservations and restriction of record, with the Buyer to pay \$2,700,000.00 (the "Purchase Price"), subject to existing building and use restrictions, easements, and zoning ordinances, if any, on the following conditions:

Cash Sale. Buyer shall pay the Purchase Price in cash or certified funds at the Closing. At Closing, Seller shall donate all proceeds in excess of \$2,025,000.00 of the above-stated Purchase Price as the required match for the Michigan Natural Resources Trust Fund Grant funding this acquisition.

Condition of Title. Buyer's obligations to purchase the Property are expressly contingent on:

Evidence of Title. Seller, at its own expense, shall obtain as soon as possible after the execution of this Agreement a commitment for title insurance issued by a Title Insurance Company acceptable to Buyer and the Michigan Natural Resources Trust Fund (the Title Insurance Company) in an amount not less than the purchase price and bearing a date later than the acceptance of this agreement, with an owner's policy pursuant to the commitment to be issued insuring a marketable title to the property in Buyer.

Title Objections. If an objection to the title is made in the commitment for title insurance or in a written opinion of Buyer's attorney that the title is not in the condition required for performance under this agreement, Seller, at Seller's sole option, will have 90 days from the date Seller is notified in writing of the particular defects claimed either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund Buyer's deposit in full termination of this agreement. If Seller can comply with the requirements or remedy the defects within the time specified, as evidenced by written notification, a revised commitment, or an endorsement to the commitment, Buyer agrees to complete the sale within 14 days of receipt of a revised commitment or an endorsement to the commitment, subject to any other contingency in this agreement. If, after reasonable efforts, Seller cannot furnish satisfactory title within the time specified, Buyer's deposit will be immediately refunded in full termination of this agreement.

Taxes and prorated items. Seller will pay all taxes that have become a lien on the land as of the closing date. All current property taxes will be prorated and adjusted between Seller and Buyer as of the closing date on the basis that taxes are paid in arrears, are due in, and apply to, the calendar year in which they are billed. Seller will be responsible for the payment of all installments due on or before the closing for any special assessments against the property. Buyer will be responsible for the payment of all installments due after the closing on any special assessments against the property. If any special assessments must be paid in full at the closing, Buyer will make the payments at the closing.

Personal property. Seller and Buyer agree that no personal property is included in the purchase price for the Property identified in this purchase agreement.

Closing. The closing will take place at the office of the Title Insurance Company or Buyer's lender. If title can be conveyed in the condition required under this agreement and all contingencies have been satisfied or waived, the closing will take place on a date and at a time that is mutually agreeable to the parties and dictated by the ability and availability of Buyer's lender, if any, to close, however, the closing will occur not later than May 31, 2024.

Payment of Fees, Closing Costs, etc. Buyer will pay all closing fees and all costs associated with recording the required deed and any loan documents. The parties agree that the Title Insurance Company will prepare the required closing documents necessary to complete this transaction, that the Title Insurance Company will conduct the closing; and that the parties will equally share the cost of the Title Insurance Company's closing services (except for any settlement or disbursement fees arising out of Buyer's loan). Seller will pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of Seller's mortgage, if any. At the closing, the parties will execute closing statements prepared by the Title Insurance Company and all income or other tax reporting documents that the Title Insurance Company requires.

Possession. Seller will deliver possession at closing.

The Seller's Disclosure Statement. Buyer acknowledges that this transaction is the sale of vacant land and no Seller's Disclosure Statement is required under Michigan law.

Condition of the Property. Seller and Buyer acknowledge and agree that the Property is being purchased and sold as is, without any representations or warranties by Seller concerning the physical condition of the property. Seller disclaims any and all warranties, implied or express. Buyer reserves the right to have a walk-through inspection 24 hours before the closing. Seller agrees to leave the Premises broom clean and free of debris.

Legal Description. Buyer and Seller acknowledge and agree that the legal description for the property will be that set forth in the commitment for title insurance to be obtained by Seller and furnished to Buyer pursuant to this purchase agreement.

The Buyer's Default. If Buyer defaults under this agreement, Seller may, at Seller's option, pursue all legal and equitable remedies available to Seller under Michigan law, or Seller may retain Buyer's entire deposit as liquidated damages.

The Seller's Default. If Seller defaults under this agreement, Buyer may, at Buyer's option, pursue all legal and equitable remedies available to Buyer under Michigan law, or Buyer may demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this agreement.

Due on Sale. Seller understands that consummation of the sale or transfer of the property described in this agreement will not relieve Seller of any liability that Seller may have under any mortgages to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

Binding Agreement. This agreement will bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

Time of the Essence. Time is of the essence of this agreement, but Buyer may waive this provision so that title defects may be cured.

Entire Agreement. The parties agree that this purchase agreement contains the entire agreement between Seller and Buyer and that there are no agreements, representations, statements, or understandings that the parties have relied on that are not stated in this purchase agreement.

All Agreements in Writing. The parties agree that this purchase agreement (and its written and signed addenda, if any) may not be modified without a writing that is signed or initialed by both Seller and Buyer.

Date of Execution. The date of execution of this agreement is the date on which the last person signs this document in its final form. If the parties fail to insert the date of execution beneath their signatures below, then the date of execution is the date on which Seller actually signs the document. It is therefore very important for each person signing this document to write the date of signing in the space provided below his or her signature.

ACCORDINGLY, Seller and Buyer have executed this purchase agreement/caused this Purchase Agreement to be executed by their appropriate officer as of the date written below.

Seller

WILD RIVER PROPERTIES, LLC

By: Steven W. Stock
Its: Manager

Dated: _____, 2024

Buyer

BARAGA COUNTY, MICHIGAN

By: Gale Eilola
Its: Chairman

Attest:
Wendy Goodreau
Its: Clerk

Dated: _____, 2024