

**BARAGA COUNTY BOARD OF COMMISSIONERS**

Special Meeting

Thursday, September 25, 2025-5:00 P.M.

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

**PROPOSED AGENDA**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**  
Niemela, Dakota, Kent, Menge, and DeLeon
- 2. APPROVE AGENDA**
- 3. PUBLIC COMMENTS- Agenda Items Only**
- 4. APPROVAL OF BILLS**
  - a. Approval of County Commissioner and Dept. Bills, \$118,847.54
  - b. Approval of Prepaid Bills, \$160,701.03
- 5. BUDGET AMENDMENTS**
  - a. BA General Fund #2025-003
- 6. ACTION ITEMS**
  - a. Adopt the General Fund FY2025/26 and Special Revenue FY2025/26 budgets
  - b. Authorize Treasurer to make FY2024/2025 Budget Amendments
  - c. Approval of FY2026 wage increases – 2%
  - d. Tri-County Defenders – FY2026 Contract
  - e. Sheriff's Department – Union Negotiations – Closed Session
- 7. INFORMATIONAL ITEMS**
  - a. Treasurer, Report of Real Property Foreclosure Sales
- 8. RESOLUTIONS**
  - a. Opposing House of Representatives FY26 Budget Cuts to County Revenue Sharing
- 9. COMMISSIONERS COMMENTS**
- 10. PUBLIC COMMENTS**
- 11. ADJOURNMENT**

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Check <None>						
101-101-807.00	LEGAL FEES	CLARK HILL P.L.C.	BCBOC: 0J0040 0401178 GRAINGER WD	Multiple	10/01/25	738.80
101-131-806.00	TRANSCRIPT FEES	LEANN A PULDA	BCCC: TRANSCRIPTS 22-1689 FH SEPT	397	10/01/25	114.15
101-136-806.00	TRANSCRIPT FEES	DELANEY J RUOTSALA	BC: TRANSCRIPT 25-0088FY PRELIM 8/	SEPT 2025	10/01/25	114.15
101-141-963.00	FRIEND OF THE COURT ALLO	HOUGHTON COUNTY F.O.C	BC: FRIEND OF COURT BILLING MAY 20	Multiple	10/01/25	65.10
101-229-801.00	PROFESSIONAL AND CONTRAC	MGT CONSULTING GROUP	BCRA: FY 2025 CRP BILLING 3RD QTR	64829	10/01/25	11,125.25
101-265-930.00	REPAIRS & MAINTENANCE	OTIS ELEVATOR COMPANY	BC: 52164059 JULY 2025 ISSUE/PASSE	CVM15637001	10/01/25	1,332.00
101-265-930.00	REPAIRS & MAINTENANCE	WASTE MANAGEMENT SERV	BCCTHOUSE: 3-06503-62000 SEPT 2025	1570953-0411-7	10/01/25	2,036.25
101-265-932.00	REPAIR & MAINTENANCE ADM	BIANCO PLUMBING AND H	BC: PLUGGED SEWER 9/15/25 ADMIN BL	10001816	10/01/25	40.02
101-301-727.00	OPERATING AND OFFICE SUP	ID NETWORKS	BCSD: BAR 104 LSCAN 500 SILICONE K	284626	10/01/25	375.00
101-301-727.00	OPERATING AND OFFICE SUP	STATE OF MICHIGAN	BCSO: 64223 DRY GAS PREVENTION/TRA	551-646405	10/01/25	318.00
101-301-727.00	OPERATING AND OFFICE SUP	THE OFFICE PLANNING G	BCSD: 600252 SO28996 LASERJET CTGS	INV129561	10/01/25	140.00
101-301-727.00	OPERATING AND OFFICE SUP	LAMBERT'S AUTO SERVIC	BCSD: 2023 DODG RAM 1500 OIL CHANG	879708	10/01/25	343.40
101-351-742.00	VEHICLE EXPENSE	IHS PHARMACY	BCSD: R2ACH99999 REG MEDS AUG 2025	115605	10/01/25	91.24
101-351-835.03	PRISONERS MEDICAL EXPENS	BARAGA CORRECTIONAL F	BCJAIL: MEALS AUGUST 2025	AUG 2025	10/01/25	259.39
101-351-840.00	MEALS	CHARTER COMMUNICATION	BCSD: 005145701 SEPT 2025	090125	10/01/25	1,555.20
101-351-920.03	JAIL UTILITIES	WASTE MANAGEMENT SERV	BCSD: 3-06491-12005 SEPT 2025	1570923-0411-0	10/04/25	152.25
101-351-920.03	JAIL UTILITIES	BEN ROY	BCSD: LAWN CARE 8/15 AND 9/2/2025	209018	10/01/25	35.47
101-351-932.01	FOUND & BLDG MAINTENAN	BIANCO PLUMBING AND H	BCJAIL: AUG 13, 2025	10001392	10/01/25	90.00
101-351-932.01	FOUND & BLDG MAINTENAN	IMPERIALDADE	BCSD: 2020131 SUPPLIES SEPT 2025	4422270	10/01/25	31.40
101-351-932.01	FOUND & BLDG MAINTENAN	VESTIS	BCSD: 6503116 890011929 MAT X 4 SE	6260357254	10/01/25	88.02
101-351-932.01	FOUND & BLDG MAINTENAN	LANGE ENTERPRISES INC	BC911: 911/ADDRESS SIGN X 8 SEPT 2	92690	10/01/25	64.69
101-434-730.00	FLRE NUMBER MATERIALS	COPPER COUNTRY MENTAL	BCCLERK: 00090 1/12TH APPROPRIATIO	INV4000177	10/01/25	256.83
101-649-960.15	COPPER COUNTRY MENTAL HE	SUE WILSON	BC: DHHS MEETING SEPT 2025	SEPT 2025	10/01/25	2,816.25
101-663-710.00	PER DIEM	MI MUNICIPAL RISK MCM	BC: M0001736 10/1/25-10/1/26 1ST I	2025-2026	10/01/25	30.00
101-850-960.00	LIABILITY INSURANCE	FIDLAR TECHNOLOGIES,	BCROD: 2601304 IAREDO LICENSE FEE	0241030-IN	10/01/25	27,339.00
256-000-960.24	TECHNOLOGY	OTIS ELEVATOR COMPANY	BCCTHOUSE: 52450747 F7SD4655 SEPT	250208130100	10/01/25	289.83
286-265-930.00	COURTHOUSE ELEVATOR					69,120.00

Total For Check <None>

118,847.54

Check Date	Check	Vendor Name	Description	Amount
ank SNB01 BUSINESS CHECKING				
3/10/2025	15420	WESTERN UP PLANNING & DEV.	BC: DIRECTOR, STAFF & INTERN HRS FOR MMP	9,455.00
3/11/2025	15421	97TH DISTRICT COURT	BCDC: BALANCE BOND ACCT DISTRICT CT	300.00
3/11/2025	15422	ABBEY ANDERSON	BCPC: 25-1049 NA 6/182025 HRG/PREP	450.00
3/11/2025	15423	ARVON TOWNSHIP SCHOOL	BCVA: VETERAN OUTREACH STAMPS,SUPPLIES, B	107.30
3/11/2025	15424	BARAGA TELEPHONE COMPANY	BCPA: 44546-1 SEPT 2025	276.49
9/11/2025	15425	DAVID HAANPAA	BCVA: DVA MEETING 9/4/2025	48.34
9/11/2025	15426	DAVID MAKI	BCVA: VETERAN ASSISTANCE PAUL MAKI (HOTE	431.75
9/11/2025	15427	JAMES PHILIP DOUGOVITO	BCVA: DVA MEETING 9/4/2025	30.26
9/11/2025	15428	ELIAN FINANCIAL SERVICES	BC: 7881 7/31-8/22/2025	3,171.74
9/11/2025	15429	GARY CRONKRIGHT	BCPC: SUPPLEMENTAL HOLDOVER SEPT 2025	278.40
9/11/2025	15430	LANCE THOMAS HEIKKINEN	BCPC: DVA MEETING 9/4/2025	35.77
9/11/2025	15431	JACOBSON FUNERAL HOME	BCVA: BURIAL EXPENSE VETERAN PAUL RAJALA	300.00
9/11/2025	15432	JOSEPH ECKERBERG	BCVA: BURIAL EXPENSE VETERAN PAUL RAJALA	36.00
9/11/2025	15433	KATHERINE RICE LAW	BCVA: DVA MEETING 9/4/2025	172.60
9/11/2025	15434	PAT'S FOODS	BCPC: 2023-8282 MT 8/28-8/30/2025	192.66
9/11/2025	15435	REID FUNERAL SERVICE & CHAPEL	BCVA: VETERAN ASSIST GEORGE DECOTA JULY	600.00
9/11/2025	15436	RODNEY LOONSFOT	BCVA: BURIAL BENEFIT VETERAN WILLIAM CAR	38.52
9/11/2025	15437	STAPLES	BCVA: DVA MEETING 9/4/2025	392.55
9/11/2025	15438	STATE OF MICHIGAN	BCDC: DET 27329457 SUPPLIES AUG 2025	604.80
9/11/2025	15439	STATE OF MICHIGAN	BCPC: FEES FOR AUGUST 2025	714.00
9/11/2025	15440	THOMAS BROWN	BCSD: 17744 LIVE SCAN AUGUST 2025	30.52
9/11/2025	15441	TITLE CHECK, LLC	BCVA: DVA MEETING 9/4/2025	45.25
9/11/2025	15453	BARAGA COUNTY ROAD COMMISSION	BCTREAS: CERT. MAIL RETRO FOR PRIOR YRS	24,548.62
9/11/2025	15454	BARAGA COUNTY TREASURER	BCTREAS: DIST. DELINQUENT PP, CFR WITHDR	53,684.62
9/17/2025	15455	CLARK HILL P.L.C.	BCTREAS: DIST DELINQUENT PP, CFR WITHDR	116.50
9/17/2025	15456	COPPER SHORES COMMUNITY HEALTH	BCTREAS: 041301 0472026 WAYSIDE OPT OUT	60.00
9/17/2025	15457	HEATHER TAPANI	BCCC: RESTITUTION 23-1722 FH STATE V SUM	1,050.00
9/17/2025	15458	HOUGHTON CO PROBATE COURT	BCCP: ON-CALL HOLDOVER/PREP/JOURNAL 9/2-	222.00
9/17/2025	15459	HOUGHTON COUNTY CONTROLLER	BCPC: ELECTRONIC MONITORING AUG 2025 X 2	856.83
9/17/2025	15460	JACOBSON FUNERAL HOME	BCID: PEOPLE VS 774004, 767027, 671563	300.00
9/17/2025	15461	LAUREN M. LETTO	BCVA: BURIAL VETERAN SPOUSE PAULINE CAYA	4,240.00
9/17/2025	15462	LEANN A PULDA	BCPC: GAL FEES 5 CASES JAN - AUG 2025	374.85
9/17/2025	15463	ROLAND HUHTALA	BCPC: 25-1509 NA TRANSCRIPTS ER HRG 3/4/	499.46
9/17/2025	15464	TITLE CHECK, LLC	BCTREAS: JULY BOARD OF REVIEW REFUND	487.50
9/22/2025	76(E)	WESTERN MI HEALTH INS POOL TRUST	BCTREAS: PARCEL ADMIN FEE 2023 TAX FORFE	26,614.66
9/23/2025	77(E)	MUNICIPAL EMPLOYEES' RET SYS	WMHIP INSURANCE POOL 20245 OCTOBER 2025	14,111.03
9/24/2025	15465	ARVON TOWNSHIP TREASURER	BC: MERS FLAT RATE SEPT 2025	43.39
9/24/2025	15466	AT & T MOBILITY	BCTREAS: 2025 SUMMER TAX	211.85
9/24/2025	15467	BARAGA CO. REGISTER OF DEEDS	BCSD: 60934481 SEPT 2025	120.00
9/24/2025	15468	BARAGA COUNTY ROAD COMMISSION	BCTREAS: RECORD DEEDS FROM TAX AUCTION	365.88
9/24/2025	15469	COVINGTON TOWNSHIP TREASURER	BCTREAS: SMALL BUSINESS-2023 TAXPAYER EX	306.64
9/24/2025	15470	DEBBIE HETIKKO	BCTREAS: 2025 SUMMER TAX	455.46
9/24/2025	15471	DELTA DENTAL	BCTREAS: PRE ADJUSTMENT TY 2024	2,308.75
9/24/2025	15472	ELIASON LAW OFFICE, P.C.	BC: 0027630001 EMP. DENTAL INS. OCT 2025	25.00
9/24/2025	15473	HOUGAROOM LAW PLC	BCPC: 24-8387 GA 8/27/2025	380.00
9/24/2025	15474	HOUGHTON COUNTY F.O.C.	BCPC:25-1509NA CT HRG 8/14/25	1,500.00
9/24/2025	15475	L'ANSE TOWNSHIP TREASURER	BCCC: BOND 11-6235 DP MAKI V LAMSON	1,321.00
9/24/2025	15476	CINDY LOU LARSON	BCTREAS: 2024 SUMMER TAX	5,560.00
9/24/2025	15477	MUTUAL OF OMAHA	BC: SOIL EROSION PERMITS 10/1/2024 -9/30	70.02
9/24/2025	15478	PETER TURUNEN	BC: G000BRRJ 0001 OCTOBER 2025	26.04
9/24/2025	15479	QUILL CORPORATION	BCTREAS: TAX OVERPAYMENT 2024 REFUND	184.55
9/24/2025	15480	TITLE CHECK, LLC	BCPC: 5898716 SUPPLIES SEPT 2025	1,740.00
9/24/2025	15481	UP ASSOC OF CO COMMISSIONERS	BCTREAS: PA123 PROPERTY INSPECTION 9/19/	250.00
9/24/2025	15482	VILLAGE OF L'ANSE	BCBOC: UPAC FALL CONFERENCE 2 COMMISSIO	506.67
9/24/2025	15483	VISION SERVICE PLAN	BCTREAS: 2024 VILLAGE TAX/UTILITIES	447.76
9/24/2025	15483	VISION SERVICE PLAN	VISION INS: BC 30093187 3532276 OCT 2025	

Check Date	Check	Vendor Name	Description	Amount
Total of 55 Checks:				160,701.03
Less 0 Void Checks:				0.00
Total of 55 Disbursements:				160,701.03



**BARAGA COUNTY**  
**BUDGET AMENDMENTS**  
For the Fiscal Year Ending 09/30/2025

BA # 03-2025  
9/25/2025

Account Name	Account Number	Revenue Increase - (Decrease)	Expense - Increase- (Decrease)
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**GENERAL FUND - REVENUES**

Tribal Contributions	101-000-420.00	\$	19,115.00
Public Safety- CPE	101-000-550.00	\$	7,000.00
Elections Reimbursement	101-000-677.02	\$	1,030.00
Fund Balance Surplus	101-000-699.99	\$	66,810.00

**GENERAL FUND - EXPENDITURES**

Legal Fees	101-101-807.00	\$	3,000.00
Misc Exp	101-101-955.00	\$	200.00
BIS Recording Maintenance Contract	101-131-805.00	\$	100.00
Juror and Witness Fees	101-136-803.00	\$	(2,000.00)
BIS Recording Maintenance Contract	101-136-805.00	\$	75.00
Travel Expense	101-136-860.00	\$	1,400.00
Law Books	101-136-981.00	\$	150.00
Salary and Wages	101-137-703.00	\$	3,000.00
Social Security / Medicare	101-137-715.00	\$	250.00
MERS Pension	101-137-718.00	\$	150.00
MERS Pension	101-148-718.00	\$	400.00
Probate court guardian Adlitem expense	101-148-806.00	\$	6,700.00
Telephone	101-148-850.00	\$	360.00
Misc Exp	101-148-955.00	\$	150.00
Telephone	101-170-850.00	\$	710.00
Audit	101-170-960.03	\$	(600.00)
Record Copying - Xerox	101-170-960.43	\$	100.00
Record Copying - Paper	101-170-960.46	\$	500.00
Operating and Office Supplies	101-191-727.00	\$	700.00
Travel Expense	101-191-860.00	\$	30.00
Advertising	101-191-901.00	\$	300.00
Salary and Wages	101-225-703.00	\$	5,400.00
Social Security / Medicare	101-225-715.00	\$	1,100.00
MERS - Retirees	101-225-718.01	\$	2,500.00
Operating and Office Supplies	101-225-727.00	\$	(1,000.00)
Education & Training	101-225-820.00	\$	(1,500.00)
Telephone	101-225-850.00	\$	(1,000.00)
Travel Expense	101-225-860.00	\$	500.00
Salary and Wages	101-229-703.00	\$	1,700.00
Social Security / Medicare	101-229-715.00	\$	460.00
Subscription & Dues	101-229-802.00	\$	3,000.00
Trial Expense	101-229-804.00	\$	(7,000.00)
Salary and Wages	101-236-703.00	\$	1,810.00

Social Security / Medicare	101-236-715.00	\$	140.00
Salary and Wages	101-253-703.00	\$	275.00
Social Security / Medicare	101-253-715.00	\$	440.00
BS&A support	101-253-810.00	\$	900.00
Printing & Binding	101-261-728.00	\$	(6,000.00)
Salary and Wages	101-265-703.00	\$	1,910.00
Social Security / Medicare	101-265-715.00	\$	155.00
Utilities- Courthouse	101-265-920.00	\$	(3,950.00)
Utilities- Administration Building	101-265-920.01	\$	(3,400.00)
Repairs and Maintenance	101-265-930.00	\$	3,300.00
Repairs and Maintenance- Admin Building	101-265-932.00	\$	200.00
Salary and Wages	101-301-703.00	\$	(90,000.00)
Operating and Office Supplies	101-301-727.00	\$	400.00
Vehicle Expense	101-301-742.00	\$	7,300.00
Uniforms & Dry Cleaning	101-301-745.00	\$	400.00
Public Safety- CPE	101-301-863.00	\$	825.00
MERS Pension	101-333-718.00	\$	920.00
Salary and Wages	101-351-703.00	\$	41,200.00
Longevity	101-351-708.00	\$	2,100.00
Social Security / Medicare	101-351-715.00	\$	3,300.00
Health Insurance	101-351-716.00	\$	2,000.00
Cleaning and laundry	101-351-832.00	\$	1,200.00
Misc Exp	101-400-955.00	\$	(150.00)
Homeland Security Program	101-400-960.04	\$	130.00
Boarding of Animals	101-430-813.00	\$	(1,800.00)
Disposal Fees	101-430-937.00	\$	(500.00)
Miscellaneous Expense	101-430-955.00	\$	(2,500.00)
Health Services- Assist	101-600-835.02	\$	13,800.00
Materials Management Planning	101-600-965.00	\$	33,500.00
Veteran's Burial	101-681-833.00	\$	6,300.00
Salary and Wages	101-750-703.00	\$	(1,600.00)
Social Security / Medicare	101-750-715.00	\$	(115.00)
Patrol Car	101-900-960.86	\$	62,570.00
Office Computers	101-900-965.00	\$	360.00

**GENERAL FUND – JOURNAL TOTALS**

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\$	93,955.00	\$	93,955.00
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\$	93,955.00	\$	93,955.00
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**EXPLANATION: To record adjustments to the budget for FY 09/30/2025  
Per Board Approval**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

**INDIGENT CRIMINAL DEFENSE CONTRACT BETWEEN  
KEWEENAW, HOUGHTON AND BARAGA COUNTIES  
AND THE TRI-COUNTY PUBLIC DEFENDERS, A MICHIGAN NON-PROFIT  
CORPORATION (2025/2027)**

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This contract is made between TRI-COUNTY PUBLIC DEFENDERS ("TCPD"); a Michigan non-profit corporation, and the Michigan Counties of Keweenaw, Houghton, and Baraga through their authorized representatives ("COUNTIES"):

**1. Continuity with Prior Contracts**

This contract is a continuation of the contracts of the same nature made between TCPD and COUNTIES executed between the fiscal years of 2018 to 2025. This contract supersedes prior contracts for years ranging from 2018 to 2025 between the parties.

**2. Fiduciary Responsibility**

Houghton County shall continue to serve as the fiduciary to Baraga and Keweenaw Counties and to the indigent defense system in their management of the indigent defense fund from October 1, 2025 through September 30, 2027.

**3. Attorney Services**

References to TCPD in this contract include all attorneys hired or subcontracted by TCPD who perform all legal services contained within this contract.

**4. Services Covered**

TCPD will provide representation of indigent criminal defendants in the 97<sup>th</sup> District and 12<sup>th</sup> Circuit Courts, including the Baraga Maximum Correctional Facility, according to the scope of lawyers' responsibility outlined in MCR 6.005(H) and in conformance with the rules adopted by the Michigan Indigent Defense Commission (MIDC). Representation shall include all matters set forth in Paragraph 6 of this contract, below.

**5. Services Excluded**

The following services are excluded from this contract:

- a. Appeals filed in the Michigan Court of Appeals and Michigan Supreme Court, except for interlocutory appeals TCPD deems appropriate.
- b. Appeals to the United States Supreme Court;
- c. Habeas corpus proceedings in the United States District Courts and Court of Appeals.
- d. Does not include any records or the prosecuting attorney.

## **6. Representation**

TCPD will represent indigent criminal defendants at all stages of criminal proceedings starting at arraignment and continuing until completed. TCPD shall investigate each indigent criminal defendant's case and consult with each indigent criminal defendant throughout the indigent criminal defendant's case. TCPD shall also provide necessary representation of each indigent defendant, including attending line-ups and out-of-court identification procedures, seeking bond modifications, participating in extradition proceedings, negotiating plea bargains and other matters with prosecuting authorities, interviewing witnesses, preparing for trial, preparing, filing, and arguing motions, seeking counseling for the defendant when appropriate, seeking referrals to appropriate agencies, conducting trials, filing and arguing post-trial motions, defending alleged probation violations, briefing and arguing interlocutory matters in the Michigan Court of Appeals and Michigan Supreme Court and conducting any retrials ordered following an appeal. TCPD's responsibilities include preparation of all briefs, documents, letters, research and any and all things regarded as adequate representation of the indigent party.

## **7. Indigent Persons**

Whether a defendant qualifies as indigent is defined by MCL 780.991 (3), MCR 6.005 (B), and any amendment to MCR 6.005(B) enacted during the contract, and all rules and regulations adapted by the MIDC. These rules, in their current iteration, place the power to determine indigence with the criminal courts.

## **8. Conflict of Interest**

If at any time after a referral has been made, if TCPD or a Court discovers a conflict of interest pursuant to the Michigan Rules of Professional Conduct, TCPD shall promptly notify the Conflict Attorney manager, Hannah Goodman, or her successor, who will appoint an attorney from the conflict counsel roster when TCPD is unable to provide representation due to a conflict. Conflict counsel's bills shall be reviewed by the Conflict Attorney Manager, and if approved, shall be paid by the fiduciary of TCPD's plan (Houghton County), per the budget submitted by TCPD and approved by the MIDC. Conflict counsel's bills for experts and investigators shall be reviewed by the Conflict Attorney Manager, Hannah Goodman, and if approved, shall be paid by the fiduciary of TCPD's plan (Houghton County) per the budget submitted by TCPD and approved by the MIDC.

## **9. Independent Contractor**

The relationship between TCPD and COUNTIES is that of independent contracting parties.



Nothing contained in this Agreement or the course of conduct between TCPD and COUNTIES will be considered to form a partnership or employment relationship. In the performance of the Services under this Agreement, TCPD is an independent contractor with authority to control and direct the manner in which indigent criminal defense representation to clients shall be performed, subject to all duties imposed by statute, the Michigan Court Rules, Michigan Code of Professional Conduct, grants award by the Michigan Indigent Defense Commission (MIDC), and other applicable rules, regulations or requirements.

**10. Duration**

The minimum duration of this contract shall be from October 1, 2025 through September 30, 2027. This Agreement shall not automatically expire on September 30, 2027. On or about October 1, 2026, this Agreement shall:

- a. Be renewed after evaluation and any modification by the parties; or,
- b. Be extended for an additional one-year period if no other action is taken or by the parties' agreement; or,
- c. Be terminated as later provided in this Agreement.

**11. Payment for Services**

COUNTIES shall pay Houghton County, acting as fiduciary for all three COUNTIES, their local share, as defined and calculated pursuant to MCL 780.983. The COUNTIES shall pay their shares by depositing the local shares into a 260 Account set up by the fiduciary, Houghton County. The remainder of TCPD's budget will be limited to grants by the State of Michigan, which will be deposited into the 260 Account overseen and managed by Houghton County as fiduciary of the local indigent defense system plan. Pursuant to MCL 780.993(8), the COUNTIES shall not be required to contribute County funds in excess of their respective local shares, plus any grants awarded by the State of Michigan. Payments of the COUNTIES' local shares are to be made through Houghton County, as fiduciary for all three COUNTIES, in the amounts of one-half of COUNTIES' local shares in October 2025, and one-half in April of 2026, and likewise in all subsequent fiscal years. TCPD shall submit monthly requests with supporting documentation to Houghton County, as fiduciary, for release of funds from the 260 account in amounts adequate to provide indigent defense services and operations under this contract. TCPD and Houghton County may confer and agree to adjust the timing and amount of fund disbursements to TCPD as needed in order to assist TCPD in continuing operations.

TCPD shall bill the local indigent defense fiduciary system, Houghton County, monthly for expenses incurred by TCPD. Houghton County will pay TCPD's bill for monthly expenses within thirty (30) days of receipt of each properly itemized and supported monthly bill. TCPD shall not receive compensation in any form from or on behalf of persons represented for services rendered pursuant to this contract.

**12. Allocation of Costs and Expenses**

TCPD shall pay for all costs, fees, and expenses incurred providing the contract services as well

as all overhead costs such as general office, secretarial, staffing, phone, supplies, equipment, and subcontract fees paid to other attorneys, per the MIDC's approved budget for the years covered by this contract.

Pursuant to the authorized MIDC Budget, the responsibility for the payment of the following fees and expenses shall be as follows:

- A. TCPD shall be responsible for their defense witness fees and expenses, including statutory mileage fees for the defense witnesses; Conflict counsel shall bill these fees and expenses to Houghton County as fiduciary of the 260 Fund for payment, per the MIDC approved budgeted and authorized amounts, subject to MIDC approved budget and eligible expenditures.
- B. Houghton County as fiduciary of the 260 Fund shall be responsible for payment of investigator fees and expert witness fees incurred by both TCPD and conflict counsel, per the MIDC budget and authorized amounts, subject to MIDC approved budget and eligible expenditures.
- C. TCPD shall be responsible for defense's share of the cost of transcripts of preliminary examinations and other transcripts; Houghton County as the fiduciary of the 260 Fund shall be responsible for payment of conflict counsel's/defense's share of the cost of transcripts of preliminary examinations and other transcripts, per the approved MIDC budget, subject to MIDC approved budget and eligible expenditures.
- D. TCPD shall be responsible for service of process fees incurred by the defense; Houghton County as a fiduciary of the 260 Fund shall be responsible for service of process fees incurred by conflict counsel, per the MIDC budget and authorized amounts, subject to MIDC approved budget and eligible expenditures.
- E. TCPD shall be responsible for the cost of independent medical and psychiatric evaluations for the benefit of the defense; Houghton County as the fiduciary of the 260 Fund shall be responsible for payment of conflict counsel's cost of independent medical and psychiatric evaluations for the benefit of the defense, per the MIDC budget and authorized amounts, subject to MIDC approved budget and eligible expenditures.
- F. Houghton County as the fiduciary of the 260 Fund shall be responsible for conflict counsel's travel, meals, and lodging while trying a case or attending other case related proceedings in the tri-county area; Houghton County as fiduciary of the 260 Fund shall be responsible for all approved costs for training, including travel, meals, lodging, bridge fare, and trainer fees, for both TCPD attorneys and conflict counsel., both per the MIDC budget and authorized amounts, subject to MIDC approved budget and eligible expenditures.

### **13. Quarterly and Year-end Financial Reporting**

Within Fifteen (15) days after the end of every quarter of the fiscal year and for all successive fiscal years under this Agreement, TCPD is to deliver to Houghton County, acting as fiduciary for the indigent defense system, quarterly financial reports detailing expenses incurred and the current balance of TCPD's accounts. TCPD is to make these reports available to each of the COUNTIES. TCPD is required to submit timely quarterly reporting to the MIDC in Egrams by submitting an Attorney List and a Quarterly Program Report.

Every quarter of the fiscal year and for all successive fiscal years under this Agreement,

Houghton County, acting as fiduciary for the indigent defense system, is required to submit quarterly reporting to the MIDC by timely submitting a Financial Status Report using Egrams. At year end, Houghton County, acting as fiduciary for the indigent defense system, is required to timely submit a Report of Unexpended Grant Funds to the MIDC using Egrams. Timely information from TCPD to Houghton County is essential for MIDC grant administration and compliance.

#### **14. Request for Financial Documents**

Upon request from any of the individual Counties or by Houghton County, acting as fiduciary of the COUNTIES, TCPD will promptly and in good faith make other financial documentation including but not limited to any and all documents referenced in Section 20 hereinafter, accessible to the requesting COUNTIES for review.

Upon request from TCPD, Houghton County, acting as fiduciary for the COUNTIES, will provide monthly financial documentation (ledger of 260 Account) regarding the balance in the 260 Account and all payments made from that account, to TCPD so that TCPD can monitor their annual budget.

#### **15. Malpractice Insurance**

The COUNTIES shall have no liability and shall be indemnified for malpractice claims which may be made by persons represented by TCPD pursuant to the contract. TCPD and all conflict attorneys shall carry malpractice insurance, in an amount approved by the COUNTIES and proof of such insurance shall be provided to the COUNTIES forthwith.

#### **16. Indemnification**

TCPD shall indemnify, defend, and hold the COUNTIES, their affiliates, and their elected and appointed officials, employees, agents, contractors, and other representatives harmless from and against all claims, losses, expenses, liabilities, demands, obligations, or damages of every kind and nature (including, without limitation, reasonable attorney fees and expenses) losses, arising out of or related to (i) any act or omission of TCPD or (ii) any breach of this Agreement by TCPD. TCPD shall acquire reasonable insurance to meet the requirements contained herein above.

#### **17. Force Majeure**

If TCPD or COUNTIES are prevented or delayed in the performance of any of their obligations under this Agreement due to Force Majeure (defined below), that party will provide written notice to TCPD and the (other) COUNTIES specifying the nature and expected duration of the Force Majeure. The performance of the party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted any party during the Term equals or exceeds 30 consecutive days, the other parties will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first party's performance for the period

of any delay or inability to perform due to Force Majeure. As used in this Agreement, "Force Majeure" shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, or any other circumstances beyond the reasonable control of the party asserting it that prevents or delays the performance of any of its obligations under this Agreement, including but not limited to the lack of funding provided to Houghton County, acting as fiduciary of the local indigent defense system by the State of Michigan designated for the provision of representation described herein.

**18. Assignment**

The rights and obligations conferred under this Agreement may not be assigned by TCPD without the prior written consent of the COUNTIES. Any attempted assignment in violation of this section 18 is null and void.

**19. Binding Agreement; Successors**

This Agreement shall be binding on, inure to the benefit of, and be enforceable by the successors and assigns of the COUNTIES and TCPD; provided, however, that no assignment of this Agreement by TCPD will be effective without the express written consent of all COUNTIES.

**20. Non-Privileged Information**

When appropriate, TCPD shall advise clients serviced by this contract that information regarding their financial circumstances which is probative of determining indigence is not privileged information unless the information is probative of the guilt or innocence of the client in which case the information shall be protected by attorney-client privilege.

TCPD have the continuing responsibility to bring to the attention of the Judge who is presiding in the matter any non-privileged information regarding the financial resources of defendants which bears on their eligibility for counsel services under this contract.

**21. Record Keeping and Information Access**

The COUNTIES shall provide TCPD access to current and historic information regarding indigent defense, if requested.

The COUNTIES shall provide TCPD non-confidential information kept in the normal course regarding indigent representation current and historic and the criminal docket in general, if necessary.

TCPD shall maintain individual case records in a manner and according to categories as deemed necessary, but not unduly burdensome for an effective evaluation and review of the contract.

TCPD shall participate in meetings with the COUNTIES, courts, and prosecutors relative to the administration of the criminal justice system in Houghton, Baraga, and Keweenaw Counties relating to matters such as scheduling, local court rules and practices.

TCPD shall maintain complete and accurate records, including but not limited to an accounting of payroll, timesheets, revenues, billings, costs and expenditures necessary to satisfy MIDC grant requirements, as may periodically be amended, and as may be necessary as supporting source documents for audit, government accounting standards board compliance, or other purposes that TCPD or the COUNTIES, singularly or collectively, may be requested or required to participate in or report upon. TCPD shall promptly provide full and complete access to all such records, subject to protective measures for privileged client information, if any. No provision contained in this contract shall be deemed to require the COUNTIES to undertake any additional, new or revised record keeping, except as may be required by the Michigan Indigent Defense Commission.

**22. Notices**

Notices to TCPD regarding this contract shall be made to TRI-COUNTY PUBLIC DEFENDERS, 1221 Schoolhouse Drive, Houghton, Michigan 49931. Notices to Keweenaw County shall be made to the Keweenaw County Clerk, 5095 4<sup>th</sup> Street, Eagle River, MI 49950. Notices to Houghton County shall be made to the Houghton County Clerk, 401 E. Houghton Avenue, Houghton, MI 49931. Notices to Baraga County shall be made to the Baraga County Clerk, 2 South Main Street, L'Anse, MI 49946.

**23. Contract Modifications**

Any modifications of this contract shall be in writing and approved by all parties. There are no parol agreements accompanying this contract.

**24. Contract Disputes**

Any contract dispute between TCPD and any or all of the COUNTIES shall be addressed first to the presiding Judge of the 97<sup>th</sup> District Court if the dispute is a District Court matter, secondly by the presiding Judge of the 12<sup>th</sup> Circuit Court if the dispute is a Circuit Court matter, and thirdly by appropriate legal remedies, if necessary. The Judges shall act as mediators; their recommendations shall not be binding on TCPD or the COUNTIES unless agreed to by TCPD and the COUNTIES. Provided, however, that any dispute involving MIDC, including but not limited to the award, use or application of grant funds by TCPD or the COUNTIES, and any related matters shall be resolved pursuant to Section 15 of the Michigan Defense Commission Act, MCL 780.995.

**25. Term of Contract and Termination of Contract**

Any party may terminate this contract immediately and at any time for good cause, unethical conduct, or a violation of this contract's terms. Any party may terminate this contract without cause by ninety (90) days' written notice at any time after this contract has been in effect for one (1) year or more.

All cases assigned prior to termination without cause shall be completed pursuant to the contract



without compensation other than that provided for in this contract. All cases assigned to defense counsel prior to October 1, 2027, shall continue with such assigned counsel and the COUNTIES shall compensate assigned counsel on those cases through and to conclusion according to the terms of the appointment policy in effect at the time of the appointment.

**26. Waiver**

The failure of TCPD or any of the COUNTIES to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach

**27. Severability**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

**28. Indigent Defense Commission Deference**

This contract is subject to The Michigan Indigent Defense Commission's standards for indigent public defense. This contract is subject to modification based on the enactment of MIDC standards or recommendations..

**TRI-COUNTY PUBLIC DEFENDERS**

\_\_\_\_\_  
By: David M. Gemignani  
Chief Public Defender

Dated: \_\_\_\_\_

**KEWEENAW COUNTY**

\_\_\_\_\_  
By: Donald Piche, Chairman  
County Board of Commissioners

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Eric Hermanson, Treasurer

Dated: \_\_\_\_\_

**BARAGA COUNTY**

\_\_\_\_\_  
By: Gale Eilola, Chairman  
County Board of Commissioners

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Wendy Goodreau  
County Clerk & Register of Deeds

Dated: \_\_\_\_\_

**HOUGHTON COUNTY**

\_\_\_\_\_  
By: Tom Tikkanen, Chairman  
County Board of Commissioners

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chelsea Rheault, Administrator

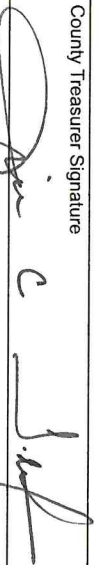
## Foreclosing Governmental Unit Report of Real Property Foreclosure Sales

Issued under authority of Public Act 225 of 1976; MCL 211.78m(8)(i)

The foreclosing governmental unit shall submit a written report to its board of commissioners and the state treasurer identifying any remaining balance and any contingent costs of title, environmental remediation, or other legal claims relating to foreclosed property as determined by the foreclosing governmental unit, not later than September 30 of the second calendar year after foreclosure.

Foreclosure Year	i	ii	iii	iv	v	vi	vii	viii	ix	x	xi	xii
2023												
REPORT DUE SEPT 30 TO BOARD OF COMMISSIONERS AND TREASURER 211.78m(8)(i)	Number of Parcels Ordered Foreclosed and Not Canceled or Redeemed	Sum of Minimum Bids for All Foreclosures Not Canceled or Redeemed	Number of Properties Sold to Govern- mental Agencies Under Right of First Refusal	Sum of Minimum Bids for all Govern- mental Agencies Under Right of First Refusal	Total amount paid for the govern- mental properties under Right of First Refusal	Total Number of Parcels Sold at Public Foreclosure Auctions	Sum of the Minimum Bids for Properties Sold at Public Foreclosure Auctions	Sum of Amounts Paid for Properties Sold at Public Foreclosure Auctions	Total Amount of All Taxes, Penalties and Interest, Fees and Costs on Properties Foreclosed and not Redeemed	Total Amount Paid for All Properties, Including Governmental Agencies and Public Foreclosure Auctions	Total Amount of Proceeds Paid to Claimants for All Properties (note 5% of Sale Amount Payable to FGU is Deducted Before Proceeds are Calculated)	Remaining Net Amount After Subtracting the Paid Claimant Proceeds Total (xi) From the Difference of Amounts Described in (x) and (ix)
County Name Baraga	3	\$ 12,865.20	0	\$ 0.00	\$ 0.00	3	\$ 12,865.20	\$ 58,550.00	\$ 12,865.20	\$ 58,550.00	\$ 0.00	\$ 45,684.80

I attest that I have completed the above information and any attachment data and have determined that the information reported is correct for the designated foreclosure sale year.

County Treasurer's Name <b>Jill C. Tollefson</b>	Telephone Number <b>(906) 524-6100</b>
County Treasurer Signature 	Date <b>8/15/2025</b>

You may send the Treasury copy to **BowermanA@michigan.gov**

**Template for Resolution on Revenue Sharing**

Baraga COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 10

**OPPOSING HOUSE OF REPRESENTATIVES' FY26 BUDGET CUTS TO COUNTY REVENUE SHARING**

WHEREAS, counties are mandated by the State of Michigan to provide essential public services including courts, jails, elections, public health, public safety and human services; and

WHEREAS, unlike cities, villages and townships, counties do not receive constitutionally guaranteed revenue sharing and instead rely solely on statutory revenue sharing, leaving counties uniquely vulnerable to annual state budget decisions; and

WHEREAS, the House of Representatives' version of the Fiscal Year 2026 state budget proposes a \$34.9 million reduction in county statutory revenue sharing, wiping out the long-overdue progress made in FY25 to restore revenue sharing to sustainable levels; and

WHEREAS, the House plan, if enacted, would leave counties with just over \$256 million in statutory revenue sharing statewide, while constitutional revenue sharing for cities, villages and townships (CVTs) is set to reach \$1.1 billion, and when combined with statutory revenue sharing, CVTs would get \$1.4 billion; and

WHEREAS, the House plan shifts \$40 million into restricted sheriff funding with strings attached, requiring counties to maintain higher law enforcement funding levels, even as flexible revenue sharing is reduced, thereby further straining already-limited general funds; and

WHEREAS, public safety dollars directed exclusively to sheriffs are not equivalent to revenue sharing, since they cannot be used to support the wide range of mandated services counties must provide; and

WHEREAS, the Senate budget proposal provides just over \$320 million in county statutory revenue sharing, an increase of \$29.1 million over FY25, and includes \$60 million for public safety that can be allocated at the discretion of county boards of commissioners rather than bypassing them; and

WHEREAS, the Senate approach respects county governance, strengthens general fund flexibility, and better equips counties to meet their broad statutory responsibilities.

THEREFORE, BE IT RESOLVED, that Baraga County Board of Commissioners strongly urges the Michigan Legislature and governor to reject the House revenue sharing cuts and support the Senate's proposal to increase county revenue sharing and provide flexible funding for public safety needs; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to Governor Gretchen Whitmer, Senate Majority Leader Winnie Brinks, House Speaker Matt Hall and Chairs of the House and Senate Appropriations Committees.

Adopted this 25th day of September, 2025