

BARAGA COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Monday, June 10, 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, May 13, 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- \$1,120.00 (May 2024)
 - b. Approval of County Commissioner and Dept. Bills, \$
 - c. Approval of Prepaid Accounts, \$
 - d. Approval of Sheriff Dept. Commissary Checking Account, \$21,881.74
 - 7. UNFINISHED BUSINESS**
Veterans' Affairs Committee, KBIC appointment
 - 8. ACTION ITEMS**
 - a. Clerk, OPEB (post-employment benefits) funding requirement
 - b. Sheriff's Department, Jail parking lot
 - c. Copper Shores Community Health Foundation, UPSET West
 - d. Materials Management Plan, Interlocal Agreement
 - e. Baraga County Chamber Membership
 - f. Sheriff Dept Unions, Letter of Understanding
 - 9. REPORTS OF STANDING COMMITTEES**
 - 10. INFORMATIONAL ITEMS**
 - a. BCMH Board of Trustees, Minutes
 - b. State Tax Commission, 2024 Report
 - 11. RESOLUTIONS**
 - a. Resolution Supporting Michigan's Proposal for A Federal Section 1115 Re-Entry Waiver
 - b. Resolution Supporting Public Transportation for Residents of the Upper Peninsula
 - c. Resolution in Opposition to Budget Reduction – MAEAP
 - 12. COMMISSIONERS COMMENTS**
 - 13. PUBLIC COMMENTS**
 - 14. ADJOURNMENT**



Board of Trustee Meeting Attendance - May 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	\$100.00

Board Briefing of 05-16-2024:

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

Med Control Authority Mtg: none

Shirley Younggren	\$ 0.00
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Regular Board Meeting of 05-21-24:

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

700
 210
 210

 1120

Checks Written 5/1/2024 to 5/31/2024

Printed 6/4/2024 9:36:17 AM

Number	Date	ID	Comment	Amount
2516	5/3/2024		97th District Court Baraga County	\$726.00
2517	5/4/2024		25th Circuit Court	\$305.00
2518	5/4/2024		97th District Court Baraga County	\$230.00
2519	5/6/2024		Stellar Services	\$673.40
2520	5/9/2024	5076	Robert Swartz	\$120.00
2521	5/10/2024		97th District Court Baraga County	\$300.00
2522	5/10/2024		97th District Court Baraga County	\$300.00
2523	5/10/2024		Bob Barker Company, Inc.	\$304.48
2524	5/10/2024		Pepsi Cola Of Houghton	\$1012.40
2525	5/10/2024		Charm Tex, Inc.	\$173.80
2526	5/10/2024		Stellar Services	\$1422.85
2527	5/12/2024	4020	CHRISTOPHER MICHAEL LAMSON	\$188.00
2528	5/13/2024		97th District Court Baraga County	\$300.00
2529	5/13/2024		12th Circuit Court	\$500.00
2530	5/13/2024		12th Circuit Court	\$500.00
2531	5/14/2024		12th Circuit Court	\$500.00
2532	5/16/2024		Stellar Services	\$515.33
2533	5/21/2024		Copper Country Ford Inc.	\$315.90
2534	5/21/2024		Baraga County Treasurer	\$69.99
2535	5/21/2024		97th District Court Baraga County	\$300.00
2536	5/21/2024		97th District Court Baraga County	\$300.00
2537	5/30/2024		Baraga County Treasurer	\$12312.72
2538	5/31/2024		Stellar Services	\$511.87

Checks Written 5/1/2024 to 5/31/2024

Number	Date	ID Comment	Amount
			\$21881.74

February 9, 2024

PERSONAL & CONFIDENTIAL

Wendy J. Goodreau
Baraga County
2 South Main Street
L'Anse, MI 49946
RE: Baraga County Retiree Medical Plan

Dear Wendy:

Transmitted via email, this is a copy of your OPEB accounting report for the fiscal year ending September 30, 2023. This information is intended to assist you in complying with Governmental Accounting Standards Board Statement Statement No. 75 (GASB 75) Accounting and Financial Reporting for Postemployment Benefits Other than Pensions.

The State of Michigan requires you to deposit into a trust the normal cost (actuarially calculated) for those covered by your plan and hired after June 30, 2018. The normal cost for these employees has been the minimum annual requirement since 2019, however, if you deposit \$29,795, the liability plus normal cost for those employees measured as of September 30, 2023, plus \$33,276, the liability for those employees measured as of September 30, 2022, for a total contribution of \$63,071 then The County will be caught up with required contributions to the OPEB Trust.

If you have any questions about this report, please call me at (616) 742-9244.

Sincerely,



Christian R. Veenstra, FCA, ASA, MAAA
President / Enrolled Actuary

Enclosure

Corporate Office
801 Clark Drive
Gladstone, MI 49837



Craig Van Beek
cvanbeek@walbecgroup.com
Office: (906) 428-5124
Mobile: (906) 399-4567

SUBMITTED TO:

Joe Brogan
Baraga County Sheriff's Office

DATE: April 29, 2024
PHONE:
JOB NAME: Baraga County's Sheriff's Office
JOB LOCATION: L'Anse, Baraga County
PLAN DATE:

FAX:

PROPOSAL

For furnishing the necessary labor, material, and equipment to complete the following:

- Remove existing asphalt pavement on an area of approximately 1,640.00 SY.
- Fine grade, water, and compact the existing base of approximately 1,640.00 SY.
- Construct a two-course compacted average depth Type 5EL, PG 58-28 asphalt pavement consisting of a 1-1/2" lower course and a 1-1/2" upper course on an area of approximately 1,640.00 SY.

TOTAL PRICE: \$79,200.00

Notes:

- 1) Includes up to 100.00 TN of base course if required.
- 2) No bonds, dues, or permits are included.
- 3) This price includes up to one (1) mobilization.
- 4) This quote does not include testing or repair of existing base if required.
- 5) Due to the extreme climates found in the Midwest, specific oils are used to increase performance of the asphalt over longer periods of time leaving the asphalt soft for the first couple of seasons. This may lead to scuffing and divots created by tires, kick stands, and any other objects placing high loads on the pavement surfaces. For this reason, Payne and Dolan is not able to provide a warranty for these related issues.

If you have any questions on this proposal, please call me at the contact information listed above.

Thank you!

Craig Van Beek

This Proposal and Payne & Dolan, Inc.'s obligation to provide any labor, materials and/or equipment hereunder is expressly conditioned upon federal, state and local regulations, restrictions and orders pertaining to the COVID-19 pandemic and the health, safety and welfare of Payne & Dolan, Inc.'s employees. If Payne & Dolan, Inc., in its sole discretion, is unable to timely and/or adequately provide labor, materials, equipment, and/or workforce to fulfill this Proposal due to the COVID-19 pandemic or other virus outbreaks, epidemics, and pandemics, then this Proposal shall be null and void, Payne & Dolan, Inc. shall be excused from all performance hereunder, any and all liability against Payne & Dolan, Inc. is waived, and Payne & Dolan, Inc. shall be entitled to reimbursement of all costs incurred at the time performance is ceased.

IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN **10 DAYS** FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY **OCTOBER 15, 2024**, PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.

PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: CONTRACT PAYMENT SCHEDULE

PLEASE CALL AMY LERLIE, PMA AT (906) 428-5126 TO GET APPROVAL ON YOUR PROPOSED PAYMENT SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS. PROPOSAL TERMS AND CONDITIONS

Work of Others: Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Payne & Dolan, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Payne & Dolan, Inc. commencing any of the Work before any others have completed their work.

Duration: In order to meet any agreed upon completion date, Payne & Dolan, Inc. must receive a 10-day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Payne & Dolan, Inc.'s control.

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Payne & Dolan, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Utilities: Payne & Dolan, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Payne & Dolan, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Payne & Dolan, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Access: Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Payne & Dolan, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Payne & Dolan, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Payne & Dolan, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Restoration: Payne & Dolan, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

Damage Waiver: Any claim for property damage is conclusively waived unless presented to Payne & Dolan, Inc. in writing within seven (7) calendar days of the occurrence.

Acceptance of Material/Labor: All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

Compliance with Laws: Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Payne & Dolan, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Payment: Payne & Dolan, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Payne & Dolan, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Payne & Dolan, Inc. will provide a lien waiver required by Owner/Contractor.

Collection Costs: If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Payne & Dolan, Inc. in connection with collecting that amount.

Insurance/Indemnification: This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Payne & Dolan, Inc., but only to the extent of Payne & Dolan, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Payne & Dolan, Inc.'s workers are fully covered by Workers' Compensation Insurance. Payne & Dolan, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Warranty: All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Payne & Dolan, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Payne & Dolan, Inc. its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Payne & Dolan, Inc.'s warranty for material and

workmanship is for the term of one year from Payne & Dolan, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Site Drainage: Payne & Dolan, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1% or if the plans do not provide 1% drainage in all directions, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Payne & Dolan, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Payne & Dolan, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within ±0.1' of the proposed plan subgrade elevations.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freeze-thaw cycles, is not the responsibility of Payne & Dolan, Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Payne & Dolan, Inc.

Fine Grading of Aggregate Base by Payne & Dolan, Inc.: If Payne & Dolan, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within ±0.1' of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Payne & Dolan, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope and elevation. Additional corrective work will be done at no cost to Payne & Dolan, Inc.

Resurfacing: When resurfacing concrete, brick or asphalt pavements, Payne & Dolan, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Captions: The captions and headings at the beginning of each section of this Proposal are for convenience only and are to be given no weight in construing the provisions of this Agreement.

Authorized Signature: _____
Craig Van Beek, Project Manager

For this Proposal to be effective, the following information must be filled out for purposes of Michigan Lien Law:

Address or legal description of property to be improved:

Legal owner of said property listed/described above:

Legal owner's mailing address:

Acceptance of Proposal - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Payne & Dolan, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Payne & Dolan, Inc. by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner/Contractor: _____ Date: _____

Signature: _____

Job Name: **Error! Reference source not found.**Baraga County Sheriff's Office Date of

Proposal: April 29, 2024



May 15, 2024

Re: UPSET West Community Update & Request for Continued Support

Hello Friends!

It is that time once again and we write to formally make an appeal to you for your ongoing support of the UPSET West Drug Enforcement team.

It is interesting insomuch as the team has been active and engaged in law enforcement efforts. And their performance has become somewhat normalized in the overall scheme of things as they related to drug enforcement, intervention and prevention services.

It is important to know your ongoing support of this law enforcement team is incredibly valuable and helps to keep our communities safe; those afflicted by substance use disorder and other addictions; and helps to ensure our local law enforcement officers are adequately resourced to combat the presence of illegal drugs and other illicit substances in the community.

This is our ninth year of making this appeal. The initial support provided enough funds to support two officers per year which would be dedicated to substance abuse enforcement. To complement the one officer supplied by the Houghton County Sheriff's office, Copper Shores Community Health Foundation (CSCHF) funded the second position for the first year. These two officers were then matched by two additional officers from the Michigan State Police. Since that time, the Michigan State Police and Houghton County have committed additional personnel to this team of focused law enforcement officers. The work that has been achieved since its inception has been remarkable, but unfortunately, that work never ceases.

The work of the UPSET West team has been impressive and they've had more arrests and more federal indictments than any other comparable drug-focused law enforcement team in the UP. Their success has been expected, but also comes at a cost to provide well-trained officers, resources, and monies needed to adequately run the operation.

**Board of Directors
Executive Committee**

Bernadette Yeoman -
Ouellette
Chair

Brent Peterson
Vice Chair

Bruce Rukkila
Treasurer

Ann Clancy-Klemme
Secretary

Board of Directors

Michele Blau
James Bobula
James Kotajarvi
Jamey Markham
Guy St. Germain

President/CEO
Kevin Store

Mission

To positively influence
a healthful community
through enhanced
philanthropy and
collaboration

Serving Baraga,
Houghton, Keweenaw
and Ontonagon Counties

Please consider continuing your support of this much needed work. This is one of the finest examples of how our community has come together to support an effort that benefits all of us and makes our community a more healthful one.

CSCHF continues to maintain a restricted account for UPSET West and 100% of your contribution or pledge will be included in the annual support of the UPSET West team.

You can either make a contribution at coppershores.org/upsetwest or the pledge form included with this letter can be returned to (checks made payable to CSCHF)

Copper Shores Community Health Foundation
c/o UPSET West Fund
400 Quincy Street, PO Box 299
Hancock, MI 49930

Thank you for your ongoing support!

Sincerely,



Kevin N. Store
CEO/President



John Donnelly
Chief of Police, City of Houghton



DONATION PLEDGE FORM

UPSET West
Baraga-Houghton-Keweenaw-Ontonagon

Donor Information (Please print or type)

Name _____
Address _____
City, State, Zip _____
Telephone / Fax _____
Email _____

Pledge Information

I [we] pledge a total of \$ _____

Please choose one of the following options

- I [we] will make my gift in one payment
- I [we] will make a multi-year pledge with installments as follows:

2024 \$ _____ 2025 \$ _____ 2026 \$ _____
2027 \$ _____ 2028 \$ _____

Payment Options

- Check (made payable to: Copper Shores Community Health Foundation – in memo line, please write UPSET West)
- Send me an invoice
- I [we] wish to have our gift remain anonymous.

Authorized signature for pledge Date

Please send your pledge form and/or payment to:

Copper Shores Community Health Foundation
c/o UPSET West Fund
PO Box 299
Hancock, MI 49930



INTERLOCAL AGREEMENT TO CREATE A MULTICOUNTY MATERIALS MANAGEMENT PLAN, DESIGNATE A PLANNING AGENCY, AND ESTABLISH A MATERIALS MANAGEMENT PLANNING COMMITTEE

Pursuant to Subpart 11 of Part 115 of the Natural Resources and Environmental Protection Act, MCL 324.11571 *et seq.* (“Subpart 11”), the Counties of Baraga, Gogebic, Houghton, Iron, Keweenaw, and Ontonagon (individually a “County” and collectively “Counties”) and the Western Upper Peninsula Planning and Development Region Commission (“WUPPDR”) enter into this Interlocal Agreement to Create a Multicounty Materials Management Plan, Designate a Planning Agency, and Establish a Materials Management Planning Committee (“Agreement”). (The Counties and WUPPDR are individually a “Party” and collectively “Parties.”)

BACKGROUND

The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common with each other and which each might exercise separately.

The Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and the Intergovernmental Transfer of Functions and Responsibilities Act of 1967, MCL 124.531 *et seq.*, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers, and authority.

Subpart 11 requires each county to have an approved Materials Management Plan (“MMP”) to regulate the disposition of solid waste and waste diversion activities within its county.

Each county board of commissioners, acting as County Approval Agency, may submit to EGLE of Environment, Great Lakes, and Energy (“EGLE”) a Notice of Intent to prepare the MMP or be subject to an MMP developed by EGLE.

Subpart 11 expressly authorizes counties to prepare a multicounty MMP pursuant to the Urban Cooperation Act of 1967, MCL 124.501 to 124.512.

Counties that elect to prepare a multicounty MMP must submit a notice of intent that includes a copy of any interlocal agreement identifying the process for creating a multicounty MMP.

Among other things, counties that prepare a multicounty MMP must also select a Designated Planning Agency and establish a Materials Management Planning Committee (“Committee”).

Based on the foregoing, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to enable the Counties to create and implement a multicounty MMP that meets the requirements of Subpart 11 of Part 115 of Public Act 451 of 1994 (MCL 324.11571 *et seq.*). The Planning Area for the multicounty MMP shall encompass all of the municipalities within the Counties.

Materials management planning principally encompasses planning for solid waste disposal, recycling, handling of organics, and other similar and related processes; management of the same; and compliance reporting to applicable State of Michigan agencies.

II. JOINT EXERCISE OF POWERS AND DUTIES

To effectuate the purpose of this Agreement, the Counties agree to the joint exercise of powers and performance of the duties imposed on county boards of commissioners, acting as County Approval Agencies (CAAs), under Subpart 11 of Part 115 of the of P.A. 451 of 1994, MCL 324.11571 *et seq.*

III. DESIGNATED PLANNING AGENCY

The Counties designate WUPPDR to serve as their collective Designated Planning Agency ("DPA") under MCL 324.11571(10)(a) and WUPPDR accepts such designation.

A. **Responsibilities.** Acting as the DPA on behalf of the Counties, WUPPDR will perform the following responsibilities, separated into Ongoing Routine Activities ("Ongoing Activities") and Planning Year(s) Activities:

1. Ongoing Activities

- Administration of a Committee, encompassing representation from the planning area and consisting of membership outlined in MCL 324.15572. Administration activities normally include:
 - Coordinating meeting times and venues
 - Noticing meetings
 - Tracking membership and soliciting appointments for vacancies
 - Retention of records, meeting minutes, and other documents
- Creation of a work program for the development of a MMP, to be approved by the Committee and EGLE.
- Serve as the primary government resource regarding materials management within the planning area, including outreach and education.
- Collection of reportable information including developing a base recycling rate, a utilization rate, and regular updates to the Committee and EGLE.
- Reporting to EGLE on plan implementation every two years.
- Reviewing the MMP with the Committee at least every five years.
- Identifying enforcement actions relevant to the provisions of the MMP and reporting to authorities identified by the MMP.

2. Planning Year(s) Activities:

- Preparation of the MMP for the Planning Area under the requirements of MCL 324.11578.
 - Inventory of existing disposal areas and materials utilization facilities.
 - Data collection of associated tonnage produced, how much is processed, and potential capacity for landfill and diversion.
 - Municipality-based gap analysis of current availability, geographic coverage, transportation infrastructure, zoning, and other ordinances.
 - Goals for increasing managed material utilization and the recycling rate.
 - County-by-county implementation strategy for actions to meet established goals.
 - Strategic planning for education and outreach.
 - Document and communication retention and incorporation into plan.
 - Presentations, plan development, plan drafting, and plan review with the Committee.
- Facilitation of the municipal and public approval process, including required notices, public hearings, public comment periods, county approval, municipality approval, and EGLE approval.

IV. MATERIALS MANAGEMENT PLANNING COMMITTEE

Consistent with Subpart 11, the Counties establish the Western Upper Peninsula Materials Management Planning Committee). This Committee is a permanent public body subject to Public Act 267 of 1976, as amended, the “Open Meetings Act” (MCL 15.261 *et seq.*); and to Public Act 442 of 1976, as amended, the “Freedom of Information Act” (MCL 15.231 *et seq.*).

A. Membership. The Committee shall consist of the following members:

1. A representative of a solid waste disposal facility operator that provides service in the planning area.
2. A representative of a hauler that provides service in the planning area.
3. A representative of a materials recovery facility operator that provides service in the planning area.
4. A representative of a composting facility or anaerobic digester operator that provides service in the planning area.
5. A representative of a waste diversion, reuse, or reduction facility operator that provides service in the planning area.
6. A representative of an environmental interest group that has members residing in the planning area.
7. An elected official of a County in the planning area.
8. An elected official of a township in the planning area.
9. An elected official of a city or village in the planning area.

10. A representative of a business that generates managed materials in the planning area.
11. A representative of the regional planning agency whose territory includes the planning area (WUPPDR).
12. In addition to the members numbered 7-9, any County that otherwise lacks representation of an elected official on the Committee may appoint a member of its board of commissioners or a member of the governing body of a city, township, or village within such County.
13. In addition to the member numbered 10, any County that otherwise lacks representation of a business that generates managed materials in the planning area may appoint such a representative.

However, the normally required number of members may be reduced if there is difficulty in finding qualified individuals to serve on the Committee and EGLE authorizes a reduction in the number of members in accordance with Subpart 11.

- B. Appointments. Appointments to the Committee will be assigned among the Counties based on their respective solid waste, recycling, and organic activity. With the exception of the appointment of elected officials and optional members, appointments by the respective county board of commissioners will be based on nomination(s) from the DPA and/or the Committee. If there is not a suitable nomination within the boundary of the appointing County, the DPA and/or the Committee may nominate any representative within the Planning Area.
- C. Terms. Initial appointments to the Committee will consist of five-year terms. Their immediate successors shall be appointed for 2-, 3-, 4-, or 5-year terms such that, as nearly as possible, the same number are appointed for each term length. Subsequently, members shall be appointed for terms of 5 years. Members may be reappointed.
- D. Vacancies. When a vacancy on the Committee occurs, the DPA and/or the Committee will notify the County that had appointed the position that is vacant, and, if applicable, the DPA will nominate one or more representatives that meet(s) the requirements of the vacant position. Such nominated representative(s) may be from any County as the DPA deems appropriate.
- E. Removal. Committee members may only be removed for incompetence, dereliction of duty, or malfeasance, misfeasance, or nonfeasance in office. Removal of any member shall be by the county board of commissioners that appointed such member.
- F. Mileage and Per Diem. Members shall serve without compensation other than mileage and per diem at the standard rates established and paid by the appointing

CAA – for attending Committee meetings, other authorized meetings, and travel to represent the Committee when requested by the appointing CAA.

- G. Publishing and Delivery of Notices and Submissions. Expenses associated with statutory obligations of the Committee for publishing, delivering, and submitting documentation to news media and any other required recipients shall be the financial responsibility of the participating Counties, not of the DPA.
- H. Initial Meeting. Within 60 days of appointment of all committee members, the DPA shall call the first meeting of the Committee. At its first meeting, the Committee shall elect a chair and other officers as necessary or appropriate.
- I. Quorum. A majority of the members of the Committee constitute a quorum for the transaction of business at a meeting of the Committee. For purposes of establishing a quorum, the number of members of the Committee is the number as established under Article IV, Section A, excluding any unfilled vacancies created in the past 90 days and any optional appointments that a County elects not to fill.
- J. Rules of Procedure. The Committee shall make and adopt procedures for the conduct of its business, including the election of officers and the length of subsequent appointments, as outlined above.
- K. Responsibilities. Consistent with MCL 324.11573, the Committee will:
 - 1. Direct the DPA in the preparation of the MMP.
 - 2. Review and approve the DPA's work program under Section 11587(4).
 - 3. Identify relevant local materials management policies and priorities.
 - 4. Ensure coordination in the preparation of the MMP.
 - 5. Advise Counties and municipalities with respect to the MMP.
 - 6. Ensure that the DPA is fulfilling the requirements of Part 115 as to both the content of the MMP and public participation.
- L. Authority. The Committee's authority is limited to the responsibilities set forth in Subpart 11. The Committee shall have no authority to enter into contracts, acquire real or personal property, borrow or commit funds, or bind the Counties to any specific course of action, levy any type of tax, issue any type of bond, or financially obligate any County and/or Counties.

V. INDIVIDUAL COUNTY RESPONSIBILITIES

- A. As the CAA for its County, each county board of commissioners shall:

1. File a joint Notice of Intent with EGLE of Environment, Great Lakes, and Energy with coordination from WUPPDR.
 2. Within 60 days of filing the Notice of Intent
 - a. Make all assigned and optional appointments to the Committee.
 - b. Supply the DPA with copies of any applicable policies, procedures, or ordinances necessary for creating or implementing the MMP.
 3. Provide, within a reasonable time, all approvals or denials, communications, and documentation required by Subpart 11 of Part 115 of the Act.
 4. Facilitate the DPA's solicitation of approvals of the legislative bodies of the municipalities within the planning area.
 5. Submit, with assistance from the DPA, applications as needed for EGLE Materials Management Planning Grants or successor grants referenced elsewhere in this Agreement.
- B. Additionally, each County shall:
1. Timely make all payments due to the DPA.
 2. Timely reimburse appointed Committee Members for mileage and per diem.

VI. MATERIALS MANAGEMENT PLAN

- A. Initial Plan. The Counties, acting in their capacity as CAAs, may approve or deny the MMP. If approved, each County will submit its written approval or minutes of the meeting where a motion was passed to the Committee, the DPA, and the other Counties. If rejected, a County will communicate in writing its objection and any suggestions for changes to the Committee, the DPA, and the other Counties.
- B. Amendments. The Counties may initiate one or more amendments to the MMP based on a recommendation from the Committee and submission of a Notice of Intent to EGLE. The DPA shall facilitate the amendment process and approvals.

VII. TERM

Unless earlier terminated as provided herein, the term of this Agreement will be five (5) years beginning June 1, 2024. This Agreement will automatically extend for one (1) additional five (5)-year period. Additionally, the Agreement may be extended by unanimous vote of the Counties to continue.

VIII. WITHDRAWAL & TERMINATION

- A. Any County may withdraw from this Agreement by providing six (6) months written notice to the other Parties. In the event of withdrawal:

1. The withdrawing County assumes responsibility for the requirements contained in MCL 324.15571 *et seq.* to include creation of a MMP, designation of a DPA, and appointment of a Committee.
 2. The DPA shall be entitled to receive compensation from the withdrawing County up to the date of withdrawal.
 3. The DPA is not obligated to function in a DPA capacity for any County withdrawing from this Agreement.
 4. The DPA and/or Committee will reallocate appointments to the Committee and make appropriate nominations.
- B. This Agreement will automatically terminate when only one County remains. On termination, the remaining county may contract with the DPA or another agency to fulfill its obligations under MCL 324.15571 *et seq.* and will receive a proportionate refund for any amounts already paid based on the number of remaining months in the billing cycle.

IX. COMPENSATION

In consideration of the scope of work, timeline, and goals established by MCL 324.115 *et seq.* and EGLE, for the initial Term of the Agreement (“Term”), WUPPDR shall be compensated for efforts during a three-year plan development and approval process, for Subpart 11 preparatory activities, and for ongoing activities spanning the duration of the Term.

- A. WUPPDR shall be entitled to reimbursement of its reasonable and necessary costs up to 90 percent of each County Materials Management Planning (MMP) Grant awarded by EGLE for the first year, including costs incurred for past preparatory activities, and up to 80 percent for each subsequent year, of Counties’ three-year MMP Grant award period. WUPPDR’s costs are those incurred by and/or associated with WUPPDR staff, including actual indirect costs, in addition to costs of outside professional services necessary to fulfill WUPPDR’s own responsibilities. Costs other than those for outside professional services are detailed in **Exhibit A** (Rate Schedule), which shall be updated annually.
- B. After the initial three-year MMP Grant award period, WUPPDR shall be entitled to reimbursement of reasonable and necessary costs for Ongoing Activities, at minimum those required by EGLE, during the remainder of the Term, up to a limit that shall be determined prior to expiration of the initial three-year award period. The determination shall depend in part on whether Counties are entitled to successor MMP Grants or other State of Michigan grants for this purpose. The determination shall be by Amendment to this Agreement. In the event that the Agreement is not amended as such, WUPPDR may suspend services as DPA until such Amendment has been executed.

- C. WUPPDR shall be entitled to additional compensation for work above and beyond Ongoing Activities and not outlined in the compensation structure (e.g. facilitation of plan amendment activities in a non-planning year or necessary activities to fulfill a State of Michigan mandate) if requested and agreed to by the respective County(s) in writing. WUPPDR's compensation shall be subject to negotiation for additional terms (beyond the first 5 years). In the event the Parties cannot reach agreement, WUPPDR's rates shall increase by 5 percent per year.
- D. Invoicing. WUPPDR will invoice each County on a biennial basis beginning within 60 days of execution of this Agreement by all Parties, and payment is required within 60 days of invoicing. Any County with a balance unpaid beyond 60 days may be treated as withdrawn from this Agreement.

X. ASSIGNMENT

WUPPDR may assign its obligations as DPA with consent of the other Parties. Such consent shall not unreasonably be withheld.

XI. GENERAL

A. Notices. All notices required under Subpart 11 and this Agreement shall be delivered by first-class mail or by hand-delivery to the following:

If to the County of Baraga:

County Clerk/Register of Deeds	and	[insert name]*
		[insert address 1]
		[insert address 2]
		[insert phone]
		[insert email]

If to the County of Gogebic:

County Administrator	and	[insert name]*
		[insert address 1]
		[insert address 2]
		[insert phone]
		[insert email]

If to the County of Houghton:

County Administrator	and	[insert name]*
		[insert address 1]
		[insert address 2]

D. Entire Agreement. This Agreement, together with Exhibit A, contains the entire understanding of the Parties.

E. Headings. Headings preceding paragraphs in this Agreement are for reference purposes only and may not be used to interpret this Agreement.

F. Jurisdiction/Venue. This Agreement is governed by the laws of the State of Michigan. All disputes involving multiple counties shall be brought in a court of competent jurisdiction in the County of Houghton, Michigan. Disputes involving one County shall be brought in a court of competent jurisdiction in that County.

G. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement. The execution of this Agreement by any Party hereto, and the delivery of a copy thereof bearing an electronically scanned or facsimile signature shall be valid and enforceable and shall, for all purposes, be treated as an original signature.

IN WITNESS WHEREOF, this Agreement is entered into on this ___ day of _____ 2024 and is effective on execution by the Executive Director of WUPPDR and the Chair of the Board of Commissioners of each County.

(SIGNATURES ON NEXT PAGE)

WESTERN UPPER PENINSULA PLANNING AND DEVELOPMENT REGION
COMMISSION:

Jerald Wuorenmaa, Executive Director

COUNTY OF BARAGA:

Gale Eilola, Chair, Board of Commissioners

COUNTY OF GOGEBIC:

James Lorenson, Chair, Board of Commissioners

COUNTY OF HOUGHTON:

Tom Tikkanen, Chair, Board of Commissioners

COUNTY OF IRON:

Mark Stauber, Chair, Board of Commissioners

COUNTY OF KEWEENAW:

Don Piche, Chair, Board of Commissioners

COUNTY OF ONTONAGON:

Carl Nykanen, Chair, Board of Commissioners

EXHIBIT A

RATE SCHEDULE (2024)

Personnel (inclusive of fringe and indirect costs)

Executive Director	\$100/hour
Other Regular Staff	\$ 70/hour
Interns	\$ 35/hour

Travel

Mileage equivalent to IRS rate

Per diem and other costs in accordance with WUPPDR policy based on Michigan DTMB rates

Other Direct Costs

Actual costs



BARAGA COUNTY CHAMBER OF COMMERCE

Our Mission: Grow, enhance, and support a vibrant business climate through leadership, professional development, and community involvement.

Greetings,

We hope this letter finds you well. As we approach the end of the current membership period, we would like to take this opportunity to thank you for being a valued member of the **Baraga County Chamber of Commerce**. Your support and involvement have been instrumental in helping us achieve our mission of growing, enhancing and supporting a vibrant business climate through leadership, professional development and community involvement.

We are writing to remind you that your membership is due for renewal on **July 1, 2024**. By renewing your membership, you will continue to enjoy the following benefits:

- **5% discount on Workers Comp Insurance**
- **business listing on www.keweenawbay.org**
- **business referrals exclusive to members**
- **monthly e-newsletter**
- **SBAM membership**
- **many more**

To renew your membership, please follow one of the options below:

1. **By Mail:** Complete the enclosed renewal form and return it with your payment to PO Box 122, L'Anse MI 49946
2. **In Person:** Visit our office at 1 North Main St, L'Anse MI during business hours and we will be happy to assist you with the renewal process.
3. **Online Renewal:** Scan the QR code on the attached membership form

We value your continued membership and look forward to another year of shared success and growth. If you have any questions or need assistance with the renewal process, please do not hesitate to contact us at **906-353-8808** or baragacountychamber@gmail.com.

Thank you once again for your ongoing participation and dedication to the **Baraga County Chamber of Commerce**.

Kind regards –

Debbie Stuffer

President, Board of Directors

PS. Please post the enclosed flyer in an accessible location that is private, perhaps a restroom. Thank you for helping to make our community a safer place.



2024-2025 Membership Form

July 2024 through June 2025

BARAGA COUNTY CHAMBER OF COMMERCE

Company, Organization or Individual: _____

Contact Person: _____ Date Business Established: _____

Address, City, ST ZIP: _____

Phone Number: _____ Email Address: _____

Website: _____ Are you interested in sponsorship? YES NO

Are you (or others at your business) interested in volunteering or serving on a Chamber committee?

YES NO If YES: Name: _____ Contact information: _____

- Type of Business/Organization :** Advertising/Printing Art Automotive Bars
 Construction/Contracting Entertainment/Recreation Financial Gas Station
 Hair Care/Beauty Hardware/Sporting Goods Lodging/Motels Manufacturing
 Medical/Health Real Estate Restaurant Retail/Grocery Services Utilities
 OTHER (please specify) _____

Type of Membership:

- Individual/Personal/Non-Business/Non-Profit \$90 Business Membership \$175
 Silver Membership \$550 Gold Membership \$1,100 Platinum Membership \$1,650
 Additional Business \$50 each: \$ _____ New Start-up (contact Chamber)

Please include a paragraph describing your business:

Mail or drop off form and dues of \$ _____

Baraga County Chamber of Commerce
1 N. Main Street, PO Box 122
L'Anse, MI 49946

Or pay online at
<https://bit.ly/3py3htC>



Scan. Pay. Go.

If you have any questions contact us at:
baragacountychamber@gmail.com or 906.353.8808
Office hours Monday, Tuesday, Wednesday 9 AM to 3 PM.

Please use back of form for additional businesses.

LETTER OF UNDERSTANDING

This Letter of Understanding is between the COUNTY OF BARAGA (hereinafter “Employer”) and the POLICE OFFICERS LABOR COUNCIL – BARAGA COUNTY DEPUTY SHERIFFS ASSOCIATION (hereinafter “Union”).

WHEREAS the Employer and the Union are parties to a collective bargaining agreement with an effective date of October 1, 2022 – September 30, 2025 (hereinafter “CBA”).

WHEREAS Article 38 of the CBA is entitled VACATION and provides for accrual of paid vacation days.

WHEREAS Article 39 of the CBA is entitled VACATION PERIOD and outlines the scheduling and use of paid vacation days.

WHEREAS Article 40 of the CBA is entitled PAY ADVANCE and outlines the form of payment and rates of pay for paid vacation days.

WHEREAS Articles 38, 39, and 40 of the CBA do not define the term “day” for vacation purposes.

NOW, THEREFORE, the EMPLOYER and UNION agree as follows:

1. For vacation accrual, use, and payment purposes, the term “day” is defined as and understood to mean the number of hours a bargaining unit employee works in a regularly-scheduled shift.

2. The remainder of the CBA remains unchanged and in effect.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to the above and execute this Letter of Understanding.

County of Baraga

Date

By:

Police Officers Labor Council

Date

By:

LETTER OF UNDERSTANDING

This Letter of Understanding is between the COUNTY OF BARAGA (hereinafter "Employer") and the POLICE OFFICERS LABOR COUNCIL – BARAGA COUNTY CORRECTIONAL OFFICERS ASSOCIATION (hereinafter "Union").

WHEREAS the Employer and the Union are parties to a collective bargaining agreement with an effective date of October 1, 2022 – September 30, 2025 (hereinafter "CBA").

WHEREAS Article 38 of the CBA is entitled VACATION and provides for accrual of paid vacation days.

WHEREAS Article 39 of the CBA is entitled VACATION PERIOD and outlines the scheduling and use of paid vacation days.

WHEREAS Article 40 of the CBA is entitled PAY ADVANCE and outlines the form of payment and rates of pay for paid vacation days.

WHEREAS Articles 38, 39, and 40 of the CBA do not define the term "day" for vacation purposes.

NOW, THEREFORE, the EMPLOYER and UNION agree as follows:

1. For vacation accrual, use, and payment purposes, the term "day" is defined as and understood to mean the number of hours a bargaining unit employee works in a regularly-scheduled shift.
2. The remainder of the CBA remains unchanged and in effect.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to the above and execute this Letter of Understanding.

County of Baraga

Date

By:

Police Officers Labor Council

Date

By:

MINUTES:

BARAGA COUNTY MEMORIAL HOSPITAL BOARD OF TRUSTEES MEETING

Tuesday, April 16th, 2024 5:00 PM -BCMh Main Conference Room (ABCD)

Present: Jayne Walbridge, Shirley Younggren, Cathy Wadaga, Burt Mason, Kate Beer, Jim Loman (virtual)

Admin/Guests: Rob Stowe, Todd Peltola, Kelly Engle, Dana Hansen, Katie LaCosse, Bill Menge, Gail Jestila, Todd Ingram, Sue Ingram, Tom VanEss

Absent: None

1. Call to Order – Beer

Ms. Beer called the meeting to order at 5:01 p.m.

2. Approval of Consent Agenda -All

Motion: LaPointe, Second: Walbridge - All in favor, motion carried

3. Approval of Minutes

- a. Board Briefing of 3-14-24*
- b. Closed Session of 3-14-24*
- c. Board of Trustees Meeting of 3-19-24*

4. Medical Staff –Beer

- a. Medical-Dental Staff Meeting Minutes of 3-13-24**

Motion: Younggren, Second: Wadaga = All in favor, motion carried

- b. Medical-Dental Staff Executive & Credentials Committee -Belpedio

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****

- i. Medical Staff Appointments, Reappointments, and Deletions of April 2024**

Motion: Wadaga, Second: Younggren - All in favor, motion carried

5. Home Care Presentation**

Katie LaCrosse made a presentation to the board to give an overview of the board's involvement with BCMH Home Health and Hospice (see attached documentation). Suggested that a motion be made to appoint Dana Hansen as Home Care & Hospice Administrator and Marlene LaPlante as the backup administrator.

- a. Dana Hansen to be appointed Home Care and Hospice Administrator**

Motion: Younggren, Second: Wadaga - All in favor, motion carried

6. Financial Update- Jestila

Ms. Jestila reviewed the attached financial statements with the board. She does not have Bayside's financials at this time. She will get them to this board once they get approved by the Bayside Village board. Mr. Mason questioned why accounts receivable has been high. Ms. Jestila stated that it is partially due to Wellpath owing BCMH a large portion of money as well as 900K owed from Bayside Village. Mr. Jarred Siple is working on resolving some of these issues. Explained Mr. Siple's history with a program called Presumptive Medicaid with Michigan Medicaid. The program works by having a staff member go through training to get certified to help patients apply for short term coverage. They can help a patient go through a quick application process to get Medicaid coverage for a short period of time which could help cover some ED patients instead of them being uninsured. This should help with bad debt. Ms. Beer asked if BCMH has noticed any issues after Change Healthcare's cyber attack. VanEss reported

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****

one issue in the clinic with having to bill UPHP on paper which caused a delay in payment. BCMH has noticed some delays in eligibility verification.

Motion: Mason, Second: Beer - All in favor, motion carried

7. Bayside Update -Stowe

Mr. Stowe stated that the board meeting for Bayside Village last night went well. Discussed how they should be able to use our bus. As long as we have a MOU, their insurance would cover damage/liability. We can eventually do this with one of the cars also. Roberta feels that using one of our cars instead of their bus would be better for some of their residents. Bayside Village staff will also be able to use our gym, which is all part of a service agreement we are working through. Average census last month was at 58. Bayside also moved to a new GPO and is getting positive feedback from dietary staff.

8. Ontonagon Update -Stowe

Mr. Stowe discussed that SONCO ambulance will share our TWIAGE service with us, which will not cost them anything. Also we got the contract back from the Ontonagon Sheriff's department for them to be added to our Avel contract which will prevent patients from having to come to the ER for psych evals. The state called Kelly Engle and we learned that the plan for Aspirus is that they are going to treat clinic patients as transfers so instead of calling 911, they will use their transfer rig from their clinic to one of their hospitals. Mason asked if there would be any laws prohibiting this. The SONCO ambulance will remain in Ontonagon to handle the remainder of the calls.

9. Quality Update –Peltola

Peltola mentioned that apparently the CT scanner in Ironwood is down indefinitely so they would be unable to transfer patients there who would require a CT. Also stated

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****

how they will be using Avel and Twiage. SONCO was very impressed when they came to our hospital. We are now stocking snacks for EMT personnel.

Peltola also stated that In November we will be in our window for a Joint Commission survey. We are not due until March of 2025, and it probably will not be until March or April, but we will still start preparing for it. Dawn Kemppainen will begin getting information to departments to help them prepare.

10. Management Update (*attached*)

- a. CEO Report*: Marketing, Employee Recognition, Home Care and Hospice, Corporate Compliance, Senior Life Solutions, Human Resources, Pharmacy
- b. CFO Report*: Finance, Revenue Cycle, Purchasing, Information Technology, DME
- c. DON Report*: Acute, Emergency, Surgical Services, Ambulatory, Social Services, Utilization Review/Infection Prevention, Education
- d. Director of Provider Services Report*: Physician Group, Telemedicine, Specialty Clinic
- e. Director of Ancillary Services Report*: Imaging, Laboratory, Therapies
- f. Director of Quality Management Report*: Maintenance, Housekeeping, Dietary/Dietician, HIPAA/Risk

11. Other

12. Public Comment. Mr. Menge shared with the board a story of his wife's recent visit to the ED. He said an acquaintance suffered a seizure recently, and they were very impressed with the service they received in the ER. He commented that we have a lot to be proud of. He stated that many people are happy that we now have a cardiologist here. He suggested that someone varnish under the gable out front.

13. Next Meeting: Tuesday, May 21st, 2024 5:00pm –BCMh Main Conference Room

14. Adjournment –Beer

Ms. Beer adjourned the meeting at 5:32 p.m.

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****

Motion: Younggren, Second: Walbridge - All in favor, motion carried

Respectfully submitted,

A handwritten signature in cursive script that reads "Carole LaPointe".

Carole LaPointe, Secretary, CL/Imb

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

May 28, 2024

Enclosed please find the Final State Equalization Report for the 2024 tax year that was approved by the State Tax Commission at their May 28, 2024 meeting.

Should you have further questions, please do not hesitate to contact our office at (517) 335-4410.

Enclosure



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

May 28, 2024

We hereby certify that the valuations of the several counties in the State of Michigan as equalized by the State Tax Commission at the regular session in the year 2024, as provided by Act 44 of the Public Acts of 1911, as amended by Act 143 of the Public Acts of 1986, are as presented by the attached report.

STATE TAX COMMISSION


Peggy L. Nolde, Chairperson


W. Howard Morris, Commissioner

	Agricultural	Commercial	Industrial	Residential	Timber Cutover	Developmental	Total Real Property	Total Personal	Total Real & Personal
Lenexa	1,133,418,288	530,380,000	128,638,900	4,215,676,168	N/C	N/C	6,008,013,338	375,282,864	6,383,296,192
Livingson	344,420,200	1,724,380,073	494,811,364	14,077,866,308	N/C	4,069,300	16,645,677,253	672,074,070	17,318,552,123
Luce	6,902,800	23,463,400	3,371,700	2,986,664,900	1,226,400	N/C	3,21,636,200	9,431,665	3,30,966,795
Maackline	16,797,673	305,989,084	27,739,535	1,251,566,022	864,400	N/C	1,609,346,714	184,559,662	1,793,906,376
Maacomb	244,702,693	6,899,196,538	3,222,037,771	40,458,680,358	N/C	N/C	50,624,617,360	1,990,377,936	52,614,995,296
Manly	47,653,500	131,904,500	34,878,500	1,950,692,497	N/C	N/C	2,165,228,997	128,803,653	2,294,032,650
Marquette	12,924,600	673,178,800	295,222,200	3,380,346,403	19,853,950	N/C	4,381,525,953	364,099,421	4,745,625,374
Mason	128,776,100	193,608,600	565,927,400	2,165,859,740	N/C	N/C	3,054,171,840	317,326,900	3,371,498,740
Meacosta	283,152,200	212,530,400	77,171,400	2,037,102,783	N/C	N/C	2,609,956,783	112,809,700	2,722,766,483
Memphise	148,056,000	93,539,631	62,558,500	1,071,056,650	N/C	N/C	1,375,212,781	83,341,810	1,458,554,691
Midland	231,245,871	674,027,565	337,531,200	3,540,579,726	N/C	N/C	4,763,384,362	565,809,600	5,349,193,962
Missaukee	204,757,000	71,813,800	16,029,900	920,024,500	N/C	N/C	1,212,625,200	93,451,050	1,308,076,250
Monroe	687,925,862	973,801,128	409,825,770	6,608,756,098	N/C	N/C	8,680,310,856	1,143,581,134	9,823,891,990
Montcalm	601,278,400	221,472,400	65,950,700	2,760,310,000	N/C	N/C	3,658,011,500	286,647,400	3,917,658,900
Montmorency	27,620,000	41,722,400	9,991,800	844,137,200	N/C	N/C	923,471,400	36,564,500	960,035,900
Muskegon	177,485,200	893,348,600	266,945,500	7,414,542,025	N/C	N/C	8,742,321,325	417,690,500	9,160,011,825
Newaygo	288,037,361	163,045,500	73,690,000	2,688,214,394	N/C	N/C	3,113,977,255	147,858,900	3,261,836,155
Oakland	105,333,400	16,719,249,900	3,562,722,000	82,338,613,068	N/C	N/C	102,716,918,368	3,933,067,246	106,649,985,614
Oceanaw	248,836,200	136,431,200	45,437,700	2,078,797,659	N/C	N/C	2,509,504,759	79,437,373	2,588,942,132
Ogemaw	114,035,500	131,644,300	13,930,800	1,286,687,307	N/C	N/C	1,546,308,007	86,246,915	1,631,554,922
Ontonagon	13,976,493	21,998,749	40,194,680	368,359,136	24,152,820	N/C	468,681,778	29,744,145	498,425,923
Oscoda	179,853,000	59,120,000	46,332,600	1,092,021,264	N/C	N/C	1,377,426,864	118,262,835	1,495,689,699
Osego	17,243,500	28,961,928	15,209,000	610,553,500	N/C	N/C	671,967,928	67,365,000	739,332,928
Oshtemo	62,464,700	301,205,700	35,212,200	1,890,002,838	N/C	N/C	2,088,885,438	299,983,397	2,388,868,835
Ottawa	954,528,300	2,791,724,050	1,315,001,900	17,988,784,695	N/C	N/C	23,080,038,945	864,020,100	23,924,059,045
Presque Isle	99,666,700	40,579,900	27,725,100	1,045,993,431	N/C	N/C	1,214,265,131	56,440,850	1,270,705,981
Roscommon	6,903,700	141,131,300	2,830,800	2,575,500,600	N/C	N/C	2,726,366,400	70,805,200	2,797,171,600
Saginaw	971,949,997	1,401,128,050	244,088,400	5,473,431,602	N/C	N/C	8,080,596,049	633,166,455	8,723,762,504
Saint Clair	635,742,165	884,208,500	602,883,500	7,678,422,046	N/C	N/C	9,802,257,201	1,227,475,006	11,029,732,207
Saint Joseph	842,833,575	263,811,000	195,502,100	2,638,304,405	N/C	N/C	3,940,451,080	312,529,283	4,252,980,363
Sanilac	1,479,094,560	147,334,679	40,431,144	1,798,057,057	N/C	N/C	3,464,917,440	208,423,129	3,673,340,569
Schoolcraft	8,594,600	38,587,300	13,848,300	525,680,750	N/C	N/C	584,620,950	58,243,106	642,864,056
Shiawassee	680,633,800	272,649,230	59,130,580	2,324,395,666	N/C	N/C	3,337,009,186	314,029,454	3,651,038,640
Tuscola	1,197,349,400	119,400,866	49,809,200	1,895,095,999	N/C	N/C	3,261,655,465	477,459,807	3,739,115,272
Van Buren	536,524,265	305,578,271	141,994,700	4,630,615,441	N/C	N/C	5,614,712,677	635,656,230	6,250,368,907
Washtenaw	639,754,104	6,291,149,232	647,192,034	21,747,897,694	N/C	10,132,000	29,335,725,064	1,281,501,225	30,617,226,289
Wayne	30,905,900	14,656,368,825	4,680,146,200	56,013,386,994	N/C	752,800	75,381,580,419	4,887,926,531	80,249,486,950
Westford	64,011,700	216,257,100	73,156,200	1,576,319,100	N/C	N/C	1,927,614,100	105,448,200	2,033,062,300
TOTALS	29,723,875,110	89,879,000,583	26,098,124,614	497,226,816,165	156,879,570	50,356,176	643,137,154,218	36,036,273,734	679,173,427,952

**RESOLUTION
SUPPORTING MICHIGAN'S PROPOSAL FOR A
FEDERAL SECTION 1115 RE-ENTRY WAIVER**

WHEREAS, the federal Medicaid Inmate Exclusion Policy does not allow county jail inmates or juvenile detainees to receive Medicaid benefits while incarcerated; and,

WHEREAS, counties are responsible for the healthcare costs of uninsured youth and adult detainees; and,

WHEREAS, Governor Whitmer's FY 25 Budget recommendation includes funding to cover healthcare costs for prisoners, county jail inmates, and juveniles in detention for 90 days before release; and,

WHEREAS, we encourage the legislature to support a budget including the aforementioned funding; and,


WHEREAS, we also encourage the Michigan Department of Health and Human Services to apply for a Federal Section 1115 Re-entry waiver, exempting Michigan from the Medicaid Inmate Exclusion Policy and allowing Medicaid benefits to be reinstated for inmates; and

WHEREAS, the U.P. Association of County Commissioners supports action by the legislature and the Michigan Department of Health and Human Services to provide funding to counties for uninsured inmates and progress toward reforming the Medicaid Inmate Exclusion Policy; and

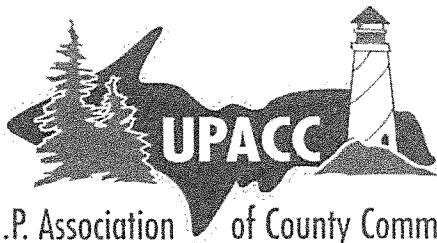
Therefore, be it resolved that the U.P. Association of County Commissioners supports Michigan's proposal for a Federal Section 1115 Re-entry Waiver.

May 16, 2024

*Resolution received from
Michigan Association of Counties*



Jonathan Mead, President



U.P. Association of County Commissioners

P.O. Box 606
2501 14th Avenue South
Escanaba, MI 49829

906.786.4701 • Fax 906.786.5853
www.upcap.org

**RESOLUTION
SUPPORTING PUBLIC TRANSPORTATION
FOR RESIDENTS OF THE UPPER PENINSULA**

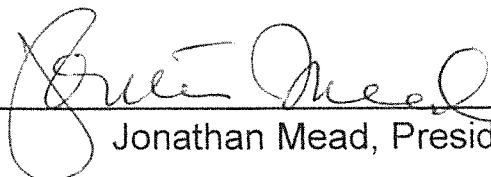
WHEREAS, the U.P. Association of County Commissioners (UPACC) believes that it is desirable to provide for the future of public transportation available to residents by continuing state support for this purpose; and,

WHEREAS, the Michigan Constitution of 1963 provides for this purpose; and,

WHEREAS, the State Legislature, by statute, has determined that state support for non-urban transit agencies may be 60% of their annual eligible expenses (50% for urban agencies); and,

NOW, THEREFORE BE IT RESOLVED that the U.P. Association of County Commissioners supports restoring funding for public transit authorities in Michigan's FY25 budget.

May 16, 2024


Jonathan Mead, President

*Resolution recommended by:
Alger County & Delta Counties*



530 E. Munising Ave.
PO Box 69
Munising, MI 49862
Ph: 906-387-4845
Fax: 906-387-2963

April 11, 2024

Senator Ed McBroom
PO Box 30036
Lansing, MI 48909

RE: Public Transit Funding Proposed Budget Cuts FY2025

Dear Senator Ed McBroom:

In follow-up to my previous letter, I am writing to you today to express in more detail how the Legislative proposed budget cuts for FY25 regarding public transit funding would affect Altran and all other public transit agencies statewide.

On the surface, the current Legislative budget recommendation for FY25 would reduce local bus operating (LBO) funding by \$40M for the State, which equates to 9.4% cut for Altran. This equates to a \$94,983 decrease in LBO from our budget creating a (\$68,850) deficit. Further analysis reveals, cost cutting reductions of expenses impacts LBO funding even further in that cutting expenses reduces LBO formula funding based on eligible expenses even more. In addition, reduction in services reduces already established non-LBO revenue creating a potential death spiral for Altran going forward.

After analyzing Altran's FY25 Budget options for reductions to balance the budget the following would be on the table for consideration:

1. Reduction of services/service hours ultimately terminating up to seven (7) employees;
OR
2. Reduction of employee benefits such as paid vacation, paid holidays and health insurance;
3. Altran funding with funds in savings, which isn't sustainable long-term;
OR
4. Some combination of 1,2 and 3 above.

Altran will not be able to secure \$95K in local funding needed to close the gap. We also don't feel that raising passenger fares is an option as it will no longer be affordable.

Altran already competes with the school systems, businesses that are open year-round and seasonally during tourist season for qualified drivers. We are already limited in what we can offer to pay current and future employees; as well as finding applicants that can pass a drug screen within our limited population.

Multiple years prior to August 2018, Altran operated in a deficit. Along with employee benefit cuts, Altran passed a millage by an overwhelming majority of votes; without these cuts and millage, Altran would not exist today! The community said "yes" in supporting the needs of others who rely solely on our service and local businesses who rely on workers getting to their job.

Transit is essential to our rural community for residents and businesses alike. The residents of Alger County who use public transit have no other mode of transportation or accessible transportation. Altran provides on-demand, paratransit, non-emergency medical as well as a route run from Munising to Marquette, Monday – Friday three (3) times daily. Altran operates from 6:00am-2:30am, Sunday-Saturday; Monday, Wednesday and Fridays we start at 4:00am so that a Grand Marais resident can receive life-saving medical treatment. In FY23, Altran logged 404,622 miles transporting a total of 54,186 passengers, of which 16,803 were persons w/disability, seniors, and seniors w/disability. Of the 54,186 total passengers, 6,419 were work related rides between the hours of 6:00pm-2:30am, Sunday-Saturday.

It is now in your and your constituents' hands to do the right thing in supporting the passing of "hold harmless" funding level of \$285 million so that Altran would **not** see a reduction in LBO funding. Please be mindful that the \$285 million will only put a band aid on the problem, it won't solve it! It would be beyond amazing if the Legislature could close the funding gap beyond FY25, by funding public transit at the 50/60% statutory ceiling funding estimated to be \$421 million at current service levels and expenses allowed by Act 51 of 1951.

If you have any questions or would like to discuss any of the above details further, please feel free to contact me at 906-387-4845, Ext. 2 or altrandirector@jamadots.com.

Sincerely,
ALTRAN

Paige L. Eaton
Executive Director

2024-10

BRANCH COUNTY, MICHIGAN
Resolution in Opposition to the FY 2025 Governor's Recommended Budget
for the Reduction of Operational Funding to the Michigan Conservation
Districts and the Elimination of Local Administration of the Michigan
Agriculture Environmental Assurance Program (MAEAP)

BE IT RESOLVED BY the Board of Commissioners of Branch County

WHEREAS, on February 7, 2024, Governor Whitmer released her Executive Budget Recommendation for fiscal year 2025 which included under the Michigan Department of Agriculture and Rural Development (MDARD) recommended budget a \$1,000,000.00 cut to Michigan Conservation District's operating budget; and

WHEREAS, the fiscal year 2025 budget recommendation for MDARD also recommended the termination of local Conservation District Technicians who administer the Michigan Agriculture Environmental Assurance Program and replace them with 24 State employees; and

WHEREAS, this recommendation undermines the local conservation delivery system led by local Conservation Districts covering all 83 Michigan counties using the voluntary, non-regulatory, educational approach used all across the country to address natural resources concerns at the local level; and

WHEREAS, Michigan passed Public Act 297 of 1937 to establish Conservation District's as local units of State Government to work with landowners in every county to address natural resource concerns driven by a five member publicly elected Board of Directors. These Boards establish conservation priorities based on their local needs and voluntarily work with landowners to address critical natural resource concerns, the only organization that can do this on private land with the trust of the landowner; and

WHEREAS; Michigan Conservation Districts have been critically underfunded for decades. This has left many Conservation Districts without staff to implement programs or provide assistance. Because of this, Michigan Conservation Districts experience high employee turnover which undermines the success of programs and the ability to administer assistance to the public; and

WHEREAS, Michigan cannot effectively allocate federal funds from the Inflation Reduction Act and Title II of the Farm Bill due to the lack of funding provided by the State of Michigan. This leaves critical federal dollars on the table that is reallocated to other States that can deliver Farm Bill dollars more effectively.

NOW, THEREFORE, BE IT RESOLVED THAT THE BRANCH COUNTY BOARD OF COMMISSIONERS requests that the FY 2025 budget maintain the operational budget for Michigan Agriculture Environmental Assurance Program (MAEAP) at its current capacity with the local technicians employed by Conservation Districts.

BE IT FURTHER RESOLVED, that the County of Branch implores the State of Michigan Legislature to properly fund Michigan Conservation Districts and work with MDARD and the Michigan Association of Conservation Districts (MACD) to find or develop a restricted funding source to provide Conservation Districts with a yearly allocation of \$13,000,000.00.

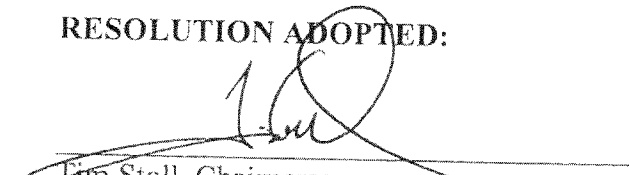
BE IT FURTHER RESOLVED, that a copy of this resolution be shared with Governor Gretchen Whitmer, State Senator Jonathan Lindsey and Representative Andrew Fink as well as the Michigan Department of Agriculture and Rural Development Director Tim Boring and Deputy Director Kathy Angerer, the Michigan Association of Counties and the clerks of the other 82 Michigan Counties.

On Roll Call:


Ayes: Houtz, Hazelbaker, Matthew, McClellan, Stoll - 5

Nays: 0

RESOLUTION ADOPTED:



Tim Stoll, Chairperson
Branch County Board of Commissioners



Teresa Kubasiak, County Clerk
Branch County