

**RESOLUTION NO. #08 OF 2023**

**UPPER PENINSULA ENVIRONMENTAL HEALTH CODE**

At a regular meeting of the Board of Commissioners for the County of \_\_\_\_\_,  
Michigan, held in the \_\_\_\_\_ County building located in \_\_\_\_\_,  
Michigan, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**PRESENT:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported  
by \_\_\_\_\_.

WHEREAS, Michigan law, being 1978 PA 368, Sec. 244(1), requires that a regulation of a  
district health department be approved by the governing entity of each of its members;

WHEREAS, this county is a member of the Western Upper Peninsula Health Department  
which is a district health department and the Board of Commissioners is the governing entity of  
this county;

WHEREAS, this county has the right to determine whether the proposed regulation will  
apply to this county; and

WHEREAS, this county does not wish to deprive other members of the district health  
department from deciding whether the proposed regulation should apply in their own counties.

BE IT RESOLVED that the attached regulation adopted by the Board of Health of the  
Western Upper Peninsula Health Department known as the Upper Peninsula Environmental  
Health Code is approved and further

\_\_\_\_\_ the Upper Peninsula Environmental Health Code shall apply to this county

\_\_\_\_\_ the Upper Peninsula Environmental Health Code shall not apply to this county

**YES:** \_\_\_\_\_

**NO:** \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
Tom Tikkanen, Chairman  
Houghton County Board of Commissioners

\_\_\_\_\_  
Date

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF HOUGHTON        )

I hereby certify that the foregoing is true and complete copy of a Resolution adopted by the County of Houghton, Michigan at a meeting of its Board of Commissioners on the 11<sup>th</sup> day of April, 2023 the original of which Resolution is on file in my office. I further certify that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public acts of 1976.

IN WITNESS WHEREOF, I have hereinto affixed my official signature this 11<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Jennifer Kelly  
Houghton County Clerk/Register of Deeds  
County of Houghton

## HOUGHTON COUNTY BOARD OF COMMISSIONERS

### RESOLUTION #2023-09

#### RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION AND ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT PROCEEDS

WHEREAS, the Houghton County Board of Commissioners filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Teva Pharmaceuticals Industries Ltd. (a prescription opioids manufacturer);
2. Allergan Finance, LLC (a prescription opioids manufacturer);
3. CVS Health Corp. and CVS Pharmacy, Inc. (a prescription opioids distributor); and
4. Walmart, Inc. (a prescription opioids distributor);

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Houghton County’s lawsuit;

AND WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement to pay (a) up to \$3.34 billion over the next 13 years by Teva; (b) up to \$2.02 billion over 7 years by Allergan; (c) \$4.9 billion over the next ten years by CVS; and (d) \$2.74 billion within six years by Walmart. The bulk of each of these payments will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance;
2. An agreement by Teva and Allergan to abide by strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on (a) promotion and lobbying; (b) rewarding or disciplining employees based on volume of opioid sales; and (c) funding or grants to third parties; and
3. An agreement by CVS and Walmart to implement changes in how they handle opioids, including requirements addressing: their compliance structures; pharmacist judgment; diversion prevention; suspicious order monitoring; and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

AND WHEREAS Houghton County previously executed Participation Agreements for the Distributor and Janssen Settlements, which have conferred and continue to confer valuable benefits;

AND WHEREAS the Proposed Settlements each contain a “default” allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:



- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

AND WHEREAS the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the “default” allocation method referenced above;

AND WHEREAS Houghton County desires to enter into an alternative allocation method which allocates settlement funds on a 50/50 basis to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

AND WHEREAS Houghton County previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, which allocated funds attributed to the State of Michigan in a streamlined and equitable manner;

NOW THEREFORE, Houghton County authorizes the execution of Participation Agreements for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp. and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc., each of which are listed and available to the public at <https://nationalopioidsettlement.com/>. Specimen copies of the material terms of the participation agreements are attached as Exhibit A to this resolution.

Houghton County also authorizes the execution of a new Michigan State-Subdivision Agreement For Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements substantially similar to the proposed agreement attached as Exhibit B to this resolution. Houghton County also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

THEREFORE, for the avoidance of doubt, Houghton County also authorizes its continued participation in the Distributor Settlement Agreement, the Janssen Settlement Agreement, and the Michigan State-Subdivision Agreement for the Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, all previously executed.

A Motion was offered at a regular meeting of the Houghton County Board of Commissioners on Tuesday, April 11, 2023.

Adopted this 11<sup>th</sup> day of April, 2023.

Motion Moved By:

Motion Supported By:

Roll Call Vote:        Yes:

                              No:

Motion Carried:

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Tom Tikkanen, Chairman  
Houghton County Board of Commissioners

\_\_\_\_\_  
Date

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF HOUGHTON    )

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IN WITNESS WHEREOF, I have hereinto affixed my official signature this 11<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Jennifer Kelly  
Houghton County Clerk/Register of Deeds  
County of Houghton



March 28, 2023

Anderson, Tackman & Company, PLC

16978 S. Riley Avenue

Kincheloe, MI 49788

This representation letter is provided in connection with your audit of the financial statements of the County of Houghton, which comprise the respective financial position of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the “financial statements”), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of March 27, 2023, the following representations made to you during your audit.

#### **Financial Statements**

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 16, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

#### **Information Provided**

- We have provided you with:
  - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
  - d. Minutes of the meetings of the Board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the County and involves:
  - a. Management,
  - b. Employees who have significant roles in internal control, or
  - c. Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the County's financial statements communicated by employees, former employees, regulators, or others.

- We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing the financial statements.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be disclosed in the financial statements, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- We have disclosed to you the names of the County's related parties and all the related party relationships and transactions, including any side agreements.

### **Government – specific**

- There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- We have a process to track the status of audit findings and recommendations.
- We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- The County has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax on debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- As part of your audit, you assisted with preparation of the financial statements and disclosures, preparation of GASB 68 related journal entries, and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements, GASB 68 related journal entries, and disclosures and schedule of expenditures and federal awards.
- The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.



- The financial statements include all component units, appropriately present majority equity interest in legally separate organization and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- The financial statements include all fiduciary activities required by GASBS No. 84.
- The financial statements properly classify all funds and activities in accordance with GASBS No. 34, as amended.
- All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to the financial statement users.
- Components of net position (net investment in capital assets, restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- Provisions for uncollectible receivables have been properly identified and recorded.
- Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restrict and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- We are following our established accounting policy which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- With respect to the combining nonmajor fund financial statements:
  - a. We acknowledge our responsibility for presenting the combining nonmajor fund financial statements in accordance with accounting principles generally accepted in the United States of America, and we believe the combining nonmajor fund financial statements, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the combining nonmajor fund financial statements have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.



- b. If the combining nonmajor fund financial statements are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- With respect to federal award programs:
    - a. We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. Code of *Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
    - b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement of presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
    - c. If the SEFA is not represented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
    - d. We have identified and disclosed to you all of our government programs and related activities subjected to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
    - e. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
    - f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate is functioning as intended.
    - g. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
    - h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
    - i. We have complied with the direct and material compliance requirements, (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the requirements of federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
    - j. We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communication received from the end of the period covered by the compliance audit to the date of the auditor's report.
    - k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the

compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance to the date of the auditor's report.

- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 20, subpart E) and OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, if applicable.
- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n. We have made available to you all documentation related to the compliance with the direct material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affect noncompliance during the reporting period.
- p. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s. The copies of federal programs financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t. We have charged costs to federal awards in accordance with applicable cost principles.
- u. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- v. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- w. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- x. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets requirements of the Uniform Guidance.
- y. We have disclosed to you all contract or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



**RESOLUTION AFFIRMING SUPPORT OF ALL CONSTITUTIONAL RIGHTS,  
INCLUDING, BUT NOT LIMITED TO, THE RIGHT OF THE PEOPLE TO KEEP AND  
BEAR ARMS; ALSO, TO ADEQUATELY FUND MENTAL HEALTH SERVICES IN  
HOUGHTON COUNTY RESOLUTION #23-10**

**BY THE BOARD OF COMMISSIONERS OF HOUGHTON COUNTY**

*WHEREAS*, the issue of constitutional rights, including but not limited to, the Second Amendment to the Constitution of the United States of America has been in the spotlight of public discussion of recent;

*WHEREAS*, public discussion of such constitutional rights is a hallmark of public discourse in a Constitutional Republic;

*WHEREAS*, some individuals are of the belief that county government has the authority to not enforce duly adopted laws, regulations and/or rules, which are claimed to be in conflict with constitutional rights of individuals within the State of Michigan and the United States of America;

*WHEREAS*, all elected county and state office holders take an oath of office under which the office holder supports the Constitution of the United States of America and Constitution of Michigan and to faithfully discharge the duties of such offices;

*WHEREAS*, the lawful ownership, possession and use of firearms is part of the cultural heritage within Houghton County, Michigan;

*WHEREAS*, it is common for firearms to be family heirlooms that pass from generation to generation as a permanent connection of the past to the present within extended families;

*WHEREAS*, funding for mental health services in the State of Michigan is woefully underfunded causing a failure to adequately provide services to persons of the State of Michigan whom are in need of mental health services; and

*WHEREAS*, recent high profile firearm shootings involved many individuals that have mental health issues the mental health systems nationwide failed to timely, appropriately and adequately provide services to such individuals;

*NOW THEREFORE BE IT RESOLVED*, That the **BOARD OF COUNTY COMMISSIONERS OF HOUGHTON COUNTY** does support and will continue to honor the pledge to support the Constitution of the United States of America as well as the Constitution of the State of Michigan, including all amendments thereto;

*BE IT FURTHER RESOLVED*, That the **BOARD OF COUNTY COMMISSIONERS OF HOUGHTON COUNTY** direct our legislators whom act as representatives of the People of the State of Michigan to:

A. Not undertake legislation that is in conflict with the Second Amendment to the United States of America and Article 1 § 6 of the Michigan Constitution of 1963, including:

1. Red Flag Laws, excluding the present Personal Protection Order process;
2. Registration requirements of full or long firearms;
3. Mandatory storage schemes for firearms
4. Additional limitations on the lawful ownership and use of firearms; and
5. Adoption of other schemes of regulation of firearms that infringe on the foregoing Constitutional guarantees of the People of the State of Michigan.

B. Adhere to their oath of office and not adopt legislation, rules, regulations and/or requirements That conflict with the Second Amendment to the Constitution of the United States and Article 1 § 6 of the Michigan Constitution and any final judicial determinations thereto;

C. Adequately fund mental health services available in all our communities to provide for timely Intervention with appropriate and adequate mental health services as an investment in the Human capital of all persons of the State of Michigan; and

D. Insure that the providing of adequately funded mental health services is accomplished by Methods that do not infringe on the statutory and constitutional rights of those in need of Mental health services.

*BE IT FURTHER RESOLVED*, That if in exercise of discretion by the Office of Sheriff and Office of Prosecuting Attorney both of Houghton County, determine that a law has been adopted which may violate the Constitution of the United States of America, the Constitution of the State of Michigan, and any final judicial determinations thereto, that the **BOARD OF COUNTY COMMISSIONERS OF HOUGHTON COUNTY** supports the lawful exercise of discretion not to enforce an unconstitutional law against any law abiding person within Houghton County;

*BE IT FURTHER RESOLVED*, that the **BOARD OF COUNTY COMMISSIONERS OF HOUGHTON COUNTY** directs its staff to provide a copy of this Resolution to:

- A. Each township in the County of Houghton;
- B. Each city and village in the County of Houghton;
- C. Each department head of the County of Houghton;
- D. Each county in the State of Michigan;
- E. The Michigan House of Representative;
- F. The Michigan Senate;
- G. The Governor of the State of Michigan

- H. Each United States Senator for the State of Michigan; and
- I. Each United States Congressman for the State of Michigan.

A Motion was offered at a regular meeting of the Houghton County Board of Commissioners on Tuesday, April 11, 2023.

Adopted this 11<sup>th</sup> day of April, 2023.

Motion Moved By:

Motion Supported By:

Roll Call Vote:        Yes:

                              No:

Motion Carried:

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Tom Tikkanen, Chairman  
Houghton County Board of Commissioners

\_\_\_\_\_  
Date

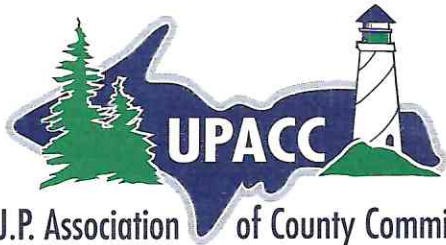
STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF HOUGHTON    )

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IN WITNESS WHEREOF, I have hereinto affixed my official signature this 11<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Jennifer Kelly  
Houghton County Clerk/Register of Deeds  
County of Houghton





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

906.786.4701 • Fax 906.786.5853  
www.upcap.org

**To:** Upper Peninsula County Commissioners  
**From:** Jonathan Mead, UPCAP Executive Director  
**Subject:** UPACC Spring Conference – May 18 & 19<sup>th</sup>  
**Date:** March 20, 2023

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Preparations are being finalized for the Upper Peninsula Association of County Commissioners' (UPACC) Spring Conference to be located at Island Resort & Casino, Harris, MI beginning with registration at 12:15 on Thursday, May 18<sup>th</sup> and ending at approximately 11:00 a.m. on Friday, May 19<sup>th</sup>. **\*\*Please note all times are Eastern Daylight Time.**

A group of rooms has been set aside for those individuals who wish to have overnight accommodations at Island Resort. **You must call 1(800) 682-6040 ASAP to secure room reservations.** To get the conference room rate, indicate that you are with UPCAP – Commissioners Block #5931). Check-in is 5:00 p.m. – Check out 11:00 a.m.

A registration form has been sent to your clerk and/or administrator. The Conference (early bird) registration fee is \$99.00 – which includes Thursday night hospitality/dinner and Friday morning breakfast. After May 1st, the fee increases to \$125 per person.

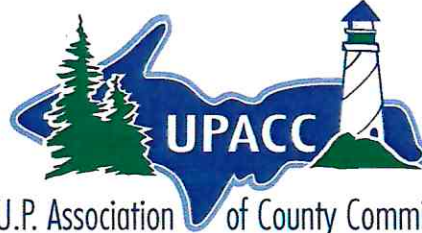
**Again, you are responsible for your motel reservations.**

JM:til  
cc: County Clerks

**UPACC Spring 2023 Conference  
Island Resort & Casino  
Harris, MI**

**Registration Form**

**May 18 & 19, 2023**



Name \_\_\_\_\_ Name \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

		RATES		
COUNTY	NUMBER ATTENDING	EARLY BIRD Registration Fee (ends 5/1/23)	Individual Registration Fee (after 5/1/23 )	TOTAL DUE
_____	_____	\$99.00 each	\$125.00	\$ _____

**MAKE CHECKS PAYABLE TO:**  
 U.P. Association of County Commissioners  
 P.O. Box 606  
 Escanaba, MI 49829

\*\*Please include payment with registration.



April 11, 2023

Township of Greenland  
1502 Mass Avenue  
P.O. Box 204  
Mass City, MI 49948

RE: Lake Mine Spring Ownership

Dear Township of Greenland Board Members,

On behalf of the Houghton County Board of Commissioners, I would like to express our support for the Township of Greenland and its request for ownership of the Lake Mine spring.

The spring, located in the Township, has been a valuable resource for over 100 years. This serves not only to the residents of the Township, but to those in Ontonagon, Baraga and Houghton Counties; possibly further.

The Township's commitment to perform routine testing, required repairs, improvements and maintenance, allowing this natural resource to continue being publicly available, will reach positive impacts to the entire community and preserve local history.

Thank you for the opportunity to support the Township of Greenland's request.

Sincerely,

Tom Tikkanen  
Chairman  
Houghton County Board of Commissioners



# **Township of Greenland**

*Fred Barron, Supervisor  
Corrie L. Kaarto, Clerk  
Kelsey Kemppainen, Treasurer*

1502 Mass Ave., P.O. Box 204  
Mass City, Michigan 49948  
Phone (906)883-3644 Fax. (906)883-3744  
E-mail: [greenlandtownship@jamadots.com](mailto:greenlandtownship@jamadots.com)

*Kevin Anttila, Trustee  
Randy Kemppainen, Trustee*

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March 27, 2023

Dear County Board Members,

In light of the recent events where the Michigan Department of Natural Resources (MDNR) and the Michigan Department of Environmental Great Lakes and Energy (EGLE), plan to cap the Lake Mine spring, as it is an unregulated water source on February 24, 2023, we, the Greenland Township Board, request your support as we have requested to transfer ownership of said spring to our Township.

We are committed to working with these agencies, as well as the Western Upper Peninsula District Health Department (WUPDHD) and any others that may be necessary, to come to an agreement allowing us, the Township of Greenland, to perform required testing of water samples, repairs and continuing maintenance, to preserve this natural resources that many generations have utilized, and for the future generations as well.

Thank you for your time and consideration in this matter, we look forward to receiving your support.

Sincerely,

The Greenland Township Board  
Fred Barron, Supervisor  
Corrie L. Kaarto, Clerk  
Kelsey Kemppainen, Treasurer  
Randy Kemppainen, Trustee  
Kevin Anttila, Trustee

# STATE OF MICHIGAN



## BARAGA COUNTY PROBATE COURT

**TIMOTHY S. BRENNAN**  
PROBATE JUDGE  
PRESIDING JUDGE in DISTRICT COURT  
& FAMILY DIVISION of 12th CIRCUIT COURT  
CHIEF JUDGE 12th JUDICIAL COURT

COURTHOUSE  
16 N. Third Street  
L'ANSE, MICHIGAN 49946

(906) 524-6390  
FAX (906) 524-2052

**MADELINE R. BARNETT**  
PROBATE & JUVENILE REGISTER

**DAWN M. HOWE**  
JUVENILE PROBATION OFFICER/CASEWORKER

03/28/2023

Dear Members of the Board:

In 2021, the Jail Task Force Legislation was enacted, which imposed major changes upon law enforcement and Michigan courts, relative to arrests, ensuring court appearances, sentencing, and probation. Due to these restrictions, fewer defendants are detained prior to trial, or subject to incarceration.

This legislation had the effect of reducing incarceration, but did not provide any support to courts to protect public safety by alternative means. In other words, courts are now generally required to release pretrial defendants on bond, and refrain from placing convicted defendants in jail or on probation, but no funding support was granted by this legislation to ensure accountability to the court, and by extension, our local communities.

Judge Daavettila and I were recently advised that Houghton County has the expectation of income from the Opioid Settlement disbursement. The use of such funding for treatment courts or addiction programs is an authorized use of such funds. If these funds were granted to the 97th District Court, they could be put to direct use for their required purposes, including drug testing, substance use disorder treatment, transportation and economic incentives for treatment court participants, training for staff, and the funding of the positions of our treatment court officer and home check officer. The District Court could serve as a steward of these funds and would ensure that they are utilized for their intended purposes.

Over the last year, the 97<sup>th</sup> District Court has been honored to work with the Western Upper Peninsula Health Department. The Health Department has served the Court as a testing facility for treatment court participants, and some pre-trial defendants on bond. During the Covid-19 pandemic, the Health Department established a state-of-the-art laboratory that is capable of providing drug and alcohol testing, which would allow the court to ensure accountability of its treatment court participants and also pre-trial and post-conviction defendants. The vision of this partnership is to grow to include all counties within the Western Upper Peninsula, so as to treat the addiction problem as a public-health concern, as opposed to exclusively a law enforcement problem.

Since March 2022, the Health Department has generously worked with the District Court to provide drug testing for treatment court participants who lack Medicaid funding or who have insurance that will not pay for random drug screens. However, the Health Department cannot continue to provide this service to the court without additional funding, which is not currently available through the Treatment Court grant. Additionally, the treatment court grant funding cannot be used for pre-trial or non-Treatment Court probationers. The use of the opioid funds for this purpose would be of great service to the people of Houghton County.

We would be grateful for the opportunity to meet with members of the Board to discuss this further, and to explain our need for this funding.

Thank you for your kind consideration of this request.

Very Truly Yours,



Timothy S. Brennan

Cc: Hon. Nicholas J. Daavettila



# Michigan State University

# INVOICE

MSUE Business Office  
Morrill Hall of Agriculture  
446 W. Circle Drive, Rm 160  
East Lansing, MI 48824

**DATE:** March 21, 2023  
**INVOICE #** 3 HOUGHTON 2023  
**FOR:** STANDARD MOA  
2023 WORK PLAN

**Bill To:**

Houghton County  
ATTN: Elizabeth Bjorn  
401 E. Houghton Ave  
Houghton, MI 49931  
controller@houghtoncounty.net

DESCRIPTION	AMOUNT
<p>Third Quarter (April-June 2023) MOA 2023 Work Plan Payment :</p> <p>Assessment</p>  <p>The total MOA fee for the period of October 1, 2022 to September 30, 2023 will be \$42,500 to be paid in four equal installments over the period of the MOA.</p> <p>Payment is due the first month of each quarter. Please pay within 30 days.</p>	<p>10,625.00</p>
<p style="text-align: right;"><b>TOTAL</b></p>	<p style="text-align: right;"><b>\$ 10,625.00</b></p>

Make all checks payable to Michigan State University and send to the address above.  
If you have any questions concerning this invoice, contact Christi Sovis, sovis@msu.edu, 517-355-8275

THANK YOU



# Western Upper Peninsula Health Department

4/3/2023

**Invoice**

9230013

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

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

Fiscal Year 2023 - Third Quarter  
April-June 2023

Charge Date	Description	Qty	Unit Price	Amount
4/3/2023	Quarterly Appropriations - Houghton County, April - June 2023	0.00	0.00	\$68,024.50

Payment Terms: Net 30 Days

**Please return bottom portion with your payment.**

Total: \$68,024.50

Customer ID HTN CTY

Invoice ID 9230013

Customer Name Houghton County

Invoice Date 4/3/2023

Charge Date	Description	Qty	Unit Price	Amount
4/3/2023	Quarterly Appropriations - Houghton County, April - June 2023	0.00	0.00	\$68,024.50

Payment Terms: Net 30 Days

Total: \$68,024.50

Fiscal Year 2023 - Third Quarter  
April-June 2023

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

Reason for Travel and Destination:

COCM 2023 Spring Conference

Date(s) of Travel: 05/07/2023-05/10/2023

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

Required Training		Conference Attendance:		Association Meeting:	
Needed for License		Annual	X	Annual	
Needed for Certification		Bi-Annual		Bi-Annual	
State or Other Mandate		Other		Other	
Seminar				Training Not Required	

This request is included in the Department Budget:  Yes  No

Travel Budget \$ 510.00

Training/Conference Budget: \$ 245.00

Estimate all costs requested for payment from Houghton County: \$755.00

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

Submitted by: S. Hunkki Title: BLDG COOR/ MGR Date: 3/29/23  
 Department: \_\_\_\_\_

\*\*\*\*\*

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

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



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

Reason for Travel and Destination: Chad Hammerstrom  
 Annual Training for Mechanical & Plumbing Inspectors  
 Member Ship Dues

Date(s) of Travel:  
05/11/2023-05/12/2023

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

Required Training		Conference Attendance:	Association Meeting:
Needed for License	X	Annual	Annual
Needed for Certification		Bi-Annual	Bi-Annual
State or Other Mandate		Other	Other
Seminar			Training Not Required

This request is included in the Department Budget:  Yes  No

Travel Budget \$ \_\_\_\_\_ Training/Conference Budget: \$ 500.00

Estimate all costs requested for payment from Houghton County:  
\$500.00

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

Submitted by: Sara Huuki Title Bldg mgr Date 3/11/23  
 Department: Building

\*\*\*\*\*

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

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Reason for Travel and Destination: Daniel Kilpela  
Annual Training for Mechanical & Plumbing Inspectors  
Member Ship Dues

Date(s) of Travel:  
05/11/2023-05/12/2023

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

Required Training		Conference Attendance:		Association Meeting:	
Needed for License	X	Annual	X	Annual	
Needed for Certification		Bi-Annual		Bi-Annual	
State or Other Mandate		Other		Other	
Seminar				Training Not Required	

This request is included in the Department Budget:  Yes  No

Travel Budget \$ \_\_\_\_\_ Training/Conference Budget: \$ 500.00

Estimate all costs requested for payment from Houghton County:  
\$500.00

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

Submitted by: Sara Huuuci Title BUDG. MGR Date 3/21/23  
Department: Building

\*\*\*\*\*

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

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# KARHU CYBER

Karhu Cyber  
9062124100  
204 Higgins St  
Howell, MI 48843

Billed To  
Houghton County  
401 E Houghton Ave  
Houghton, MI 49931

Date of Issue  
04/06/2023

Due Date  
05/06/2023

Invoice Number  
0000028

Amount Due (USD)  
**\$9,351.79**

Description	Rate	Qty	Line Total
Threat Hunting	\$150.00	29	\$4,350.00
Vulnerability Scanning	\$150.00	17	\$2,550.00
Email Phishing	\$150.00	1	\$150.00
Elastic Cloud February	\$2,301.79	1	\$2,301.79
	Subtotal		9,351.79
	Tax		0.00
	Total		9,351.79
	Amount Paid		0.00
	Amount Due (USD)		\$9,351.79

#### Notes

\*The Elastic Invoice populates with a delay, so we will charge for the software with a one-month delay unless conditions change. The Elastic Cloud February invoice is attached for your review.

Invoice written for services rendered:  
1-31 March 2023  
A sincere thank you for your business!

#### Terms

Payment is due within 30 days of receiving this invoice.